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J. WYLLIE CARLYLE, County Recorder

see page 6
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DECLARATION OF ENCUMBRANCES

THIS AGREEMENT is made this 22nd day of September,
1974 by and between RETA O. HAGAR and JOE ALAN HAGAR.

1. RETA O. HAGAR is the owner of parcel 1 as shown
on the plot plan attached hereto, marked Exhibit "A" and by this
reference made a part hereof, and which is the easterly 117
feet of the property described in Exhibit "B" attached hereto
and by this reference made a part hereof, and is the owner of
parcel 3 as shown on the plot plan attached hereto, marked
Exhibit "A" and by this reference made a part hereof, and which
is all of the property described in Exhibit "B" attached hereto
and by this reference made a part hereof, except for the easterly
232 feet thereof.

2. JOE ALAN HAGAR is, or will be, the owner of parcel
2 as shown on the plot plan attached hereto marked Exhibit "A",
and which is the westerly 115 feet of the easterly 232 feet of
the property described in Exhibit "B" attached hereto.

3. RETA O. HAGAR and JOE ALAN HAGAR desire that these
parcels 1, 2 and 3, described above, be developed so that they
have a common easement and driveway for ingress and egress and
that parcels 1, 2 and 3 be subject to the easements and the
covenants, conditions and restrictions hereinafter set forth
pursuant to a general plan of improvement.

In consideration of the mutual covenants and agreements
herein set forth, the parties hereto agree that the following
encumbrances shall be binding upon the parties hereto and shall
be for the benefit of and shall be limitations upon such parties
and their respective heirs, successors, assigns, grantees,
mortgagees and tenants of any and all portions of parcels 1, 2
and 3, and all promises, covenants, conditions, restrictions,
easements and encumbrances shall be covenants running with the
land and shall bind such parties as follows:

1 A. The property described in Exhibit "B" attached
2 hereto shall be used for residential purposes only.

3 B. The property shown on Exhibit "A" attached
4 hereto, designated "20' Easement" and which said easement is
5 described in Exhibit "C" attached hereto and by this reference
6 made a part hereof, shall be a common driveway for ingress,
7 egress and regress to and from parcels 1, 2 and 3 and shall be
8 for the use and benefit of pedestrian and vehicular traffic
9 of all persons who now own, hold, or hereafter own or hold,
10 portions of parcels 1, 2 and/or 3 and their respective heirs,
11 assigns, successors, grantees, mortgagees, tenants, subtenants,
12 agents, employees, visitors and other licensees and invitees
13 of any of them.

14 C. Said easement and driveway may also be used
15 for the installation, maintenance and operation of public utility
16 services serving any portion of parcels 1, 2 and/or 3, and
17 sewerage facilities which shall be reasonably necessary or re-
18 quired for the use and development of parcels 1, 2 and/or 3.

19 4. The parties hereby grant to the other party a
20 perpetual easement in, to, upon and over all that portion of
21 each party's property as hereinabove described, lying within
22 the area of the easement and common driveway shown on Exhibit "A"
23 and which said easement and common driveway is described in
24 Exhibit "C" for the rights of ingress and egress between the
25 subject properties in Crawford Canyon Road, and said easement
26 and common driveway shall be kept open for the joint use and
27 benefit of all the parties, their heirs, successors and assigns,
28 and shall not be closed, nor have any buildings erected thereon,
29 without the consent of the parties hereto.

30 5. The parties agree that after the completion of
31 construction of said easement and common driveway to the standards
32 imposed by the County of Orange, State of California, they shall

thereafter cause said easement and common driveway to be maintained in reasonable condition and repair, and agree that the owner of each parcel shall be responsible for and shall pay one-third (1/3) of the cost of all reasonable and necessary repairs and maintenance.

6. The parties agree that the easements granted herein and the easements provided for herein are for the joint use and benefit of the parties hereto, their heirs, assigns, and successors in interest, and the easement and common driveway to be constructed and maintained thereon shall be for the joint use and benefit of the parties, their heirs, assigns and successors, and shall constitute covenants running with and for the benefit of the lands herein described.

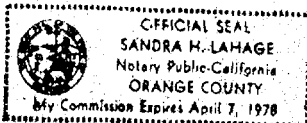
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above set forth.

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

Sandra H. Lahage
RETA O. HAGAR

On September 27, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared RETA O. HAGAR, known to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.



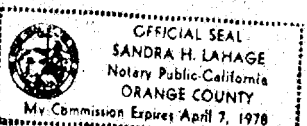
Sandra H. Lahage
NOTARY PUBLIC in and for said
County and State

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

Joe Alan Hagar
JOE ALAN HAGAR

On September 27, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared JOE ALAN HAGAR, known to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Sandra H. Lahage
NOTARY PUBLIC in and for said
County and State

EXHIBIT "A"

TYPING OR PRINTING UNSATISFACTORY IN
THIS DOCUMENT WHEN RECEIVED

TYPING OR PRINTING UNSATISFACTORY IN
THIS DOCUMENT WHEN RECEIVED

Description of land in the County of Orange, State of California, title to which is insured by this policy:

BK 1125561835

All that certain land situated in the Rancho Santiago de Santa Ana, County of Orange, State of California, described as follows, to-wit:

Parcel 1. Beginning at a point in the east line of Lot Fourteen of El Modena Citrus Lands, as shown on a Map recorded in Book 6, page 22 of Miscellaneous Maps, records of Orange County, California, said east line of Lot Fourteen being considered as in the center line of the road shown on the easterly side of said Lot Fourteen, said point being distant south of said east line 100 feet from the Northeast corner of said Lot Fourteen; thence South $0^{\circ} 13' 30''$ East 100.35 feet, along the South line of the land described in the deed recorded in Book 204, page 1720 of Official Records, 200.60 feet to a point in the east line of said Lot Fourteen; thence South $0^{\circ} 13' 30''$ East, along said east line, 100.35 feet to a point; thence North $89^{\circ} 17' 30''$ East 350.00 feet to a point in the east line of said Lot Fourteen; thence North $0^{\circ} 13' 30''$ East 100.35 feet to the point of beginning.

Parcel 2. The North 60.32 feet of the East 100.35 feet of Lot Thirty, of Tract No. 916, as shown on a Map recorded in Book 22, page 10, inclusive, of Miscellaneous Maps, records of Orange County, California.

Parcel 3. The South 36.45 feet of said portion of Lot Thirty, of Tract No. 916, as shown on a Map recorded in Book 22, pages 1 to 4, inclusive, of Miscellaneous Maps, records of Orange County, California, described as Parcel 2 in deed to A. L. Goddicksen and wife, recorded March 26th, 1941 in Book 2163, page 540 of Official Records.

EXHIBIT "B"

RETA O. HAGAR

DESCRIPTION FOR A 20-FOOT EASEMENT FOR INGRESS AND EGRESS

Beginning at a point in the East line of Lot Fourteen of the Modona Citrus Lands, as shown on a Map recorded in Book 6, page 22 of the Public Lands Map, records of Orange County, California; said East line of Lot Fourteen being considered as in the center line of the road shown on the aforesaid map of said Lot Fourteen, said point being distant South $0^{\circ} 14' 46''$ East, 20.00 feet from the Northeast corner of said Lot Fourteen; running thence South $89^{\circ} 39' 36''$ East, along the South line of the land described in the deed recorded October 26, 1918 in Book 177, page 10 of Official Records, recorded in said Orange County, 39.51 feet to the TRUE POINT OF BEGINNING; thence, continuing South $39^{\circ} 39' 36''$ East, along said South line 17.00 feet; thence, South $0^{\circ} 14' 46''$ East, 20.00 feet; thence, North $89^{\circ} 39' 36''$ East, 20.00 feet to a point on a curve having a radius of 1040.00 feet, a radial line thence being North $85^{\circ} 46' 43''$ East; thence, Northerly along said curve through a distance of $1^{\circ} 06' 23''$ an arc distance of 20.08 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "C"