

RECORDED AT REQUEST
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.

800 AM - AUG 7 1970

A. W. H. G. H. L. E. County Recorder

\$14.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
REGARDING PRIVATE ROAD AND GRANT OF EASEMENT

WHEREAS, August Sinz is the owner of that certain real property located in unincorporated territory of the County of Orange, California, being a portion of Lot 95, Tract No. 918, per map recorded in Book 28, pages 41 and 43, inclusive, of miscellaneous maps, records of Orange County, California, which is more particularly described as Parcel 1, in Exhibit A attached hereto and incorporated herein by reference.

WHEREAS William H. Rogers and Marjorie M. Rogers are the owners of all that certain real property located in unincorporated territory of the County of Orange, California, being portions of Lots 95, 96, 97, 99 and 100 of Tract No. 918, as shown on a map recorded in Book 28, pages 41 to 43, inclusive, of miscellaneous maps, records of Orange County, California, which is more particularly described as Parcel 2 in Exhibit A, attached hereto and incorporated herein by reference.

WHEREAS August Sinz, William H. Rogers and Marjorie M. Rogers, hereinafter sometimes collectively referred to as "grantors," contemplate the improvement of a ~~private~~ road and drainage ditch on that certain real property described in Exhibit B attached hereto and incorporated herein by reference, for the benefit of all of that certain real property described in Exhibit A.

WHEREAS grantors anticipate that the real property described in Exhibit A may be split or divided into several parcels at some time in the future, and it is their desire and intention to impose thereon mutually

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1 beneficial restrictions under a general plan or scheme of improvement
2 and maintenance of said private road or drainage ditch for the benefit of all
3 of said land, the structures thereon and the future owners thereof.

4 NOW THEREFORE the grantors hereby declare that all of the
5 above-described real property is held and shall be held, conveyed, hypo-
6 thecated, encumbered, leased, rented, used, occupied and improved subject
7 to the following limitations, restrictions, covenants and conditions, all of
8 which are declared and agreed to be in furtherance of a plan for the
9 improvement and maintenance of said private road and drainage ditch for the
10 benefit of all of said real property, and for the purpose of enhancing and
11 perfecting the value, desirability and attractiveness of the real property and
12 every part thereof. All of the limitations, covenants, restrictions, and
13 conditions shall run with the real property, and shall be binding on all parties
14 having or acquiring any right, title or interest in the described real
15 property or any part thereof, and shall be for the benefit of each owner of
16 any portion of said real property or any interest therein, and shall enure to
17 the benefit and be binding upon each successor in interest of the owners
18 thereof.

19 1. Grant of Easement. August Sinz hereby grants to William H.
20 Rogers and Marjorie M. Rogers, and William H. Rogers and Marjorie M.
21 Rogers hereby grant to August Sinz an easement for ingress and egress and
22 drainage purposes over that certain real property described in Exhibit
23 B attached hereto and incorporated herein by reference, hereinafter
24 referred to as "private road," which easement shall be appurtenant to that
25 certain real property described in Exhibit A attached hereto and incorporated
26 herein by reference. Each of the parties hereto agrees that in the event
27 the real property described in Exhibit A shall be split, divided or subdivided
28 in the future, each of the parties

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1 acquiring an interest in the real property described in Exhibit A
2 shall acquire an interest in and right to use the easement across
3 Exhibit B and such splitting, division or subdivision shall not
4 constitute a surcharge or overburdening of the easement granted
5 hereby. Each of the parties hereto for themselves and their
6 successors in interest agrees to sign and acknowledge such further
7 easement deeds as may be required to give effect to the easement
8 created hereby.

9 2. Voting. At any meeting of the owners of the real
10 property described in Exhibit A, each owner, including grantors,
11 shall be entitled to cast one thousand (1,000) votes for each
12 acre of land owned, and one vote for each one-thousandth of an
13 acre owned within the area described in Exhibit A. Any owner may
14 attend and vote at such meeting in person or by an agent duly
15 appointed by an instrument in writing signed by the owner and
16 filed with the chairman elected by the owners. Any designation
17 of an agent to act for an owner may be revoked at any time by
18 written notice to the chairman, and shall be deemed revoked when
19 the chairman shall receive actual notice of the death or judicially
20 declared incompetence of such owner or of the conveyance by such
21 owner of his interest in said real property. An owner shall be
22 any person whose name appears of record in the Office of the County
23 Recorder of the County of Orange, as an owner in fee simple of a
24 portion of the real property set forth in Exhibit A. Where there
25 is more than one record owner any or all of such persons may attend
26 any meeting of the owners, but it shall be necessary for those
27 present to act unanimously in order to cast the vote to which they
28 are entitled. Any designation of an agent to act for such persons
29 must be signed by all such persons.

30 3. Meetings. The presence at any meeting of the owners
31 having a majority of the total votes shall constitute a quorum.
32 Unless otherwise expressly provided herein any action may be taken

1 at any meeting of the owners upon the affirmative vote of a
2 majority of the total vote present at such meeting in person or
3 by proxy. Meetings of the owners may be called at any time for
4 the purpose of considering matters which by the terms of these
5 restrictions require the approval of all or some of the owners,
6 or for any other reasonable purpose. Said meetings shall be called
7 by written notice signed by the owners having at least one-third
8 of the total vote and delivered not less than fourteen (14) days
9 prior to the date fixed in said notice for said meeting. Said
10 notices shall specify the date, time and place of the meeting,
11 and the matters to be considered thereat.

12 4. Notices. Any notice permitted or required to be
13 delivered as provided herein may be delivered either personally
14 or by mail. If delivery is made by mail it shall be deemed to
15 have been delivered forty-eight (48) hours after a copy of same
16 has been deposited in the United States mail postage prepaid
17 addressed to each such person at the address given by such persons
18 to the chairman for the purpose of service of such notice, or to
19 the address appearing on the rolls of the County Tax Assessor if
20 no address has been given to the chairman. Such address may be
21 changed from time to time by notice in writing to the chairman.

22 5. Election of Chairman. At the first meeting of the
23 owners and at each meeting thereafter the owners shall elect a
24 chairman to preside at such meeting and to continue to serve as
25 chairman until such time as his successor shall be elected. In
26 addition, the owners may elect a secretary, and if a secretary is
27 elected the secretary shall serve until a successor is elected.

28 The chairman shall preside at the meetings of the owners
29 and shall have such additional duties as specifically set forth
30 herein, or as conferred upon the chairman at a meeting of the
31 owners. The chairman shall be responsible for maintaining a
32 record of the meetings of the owners unless a secretary has been

1 elected. If a secretary is elected the secretary shall be res-
2 ponsible for maintaining a record of the meetings of the owners
3 and such other records as the owners shall deem appropriate.

4 6. Authority of Chairman and Secretary. The owners
5 for their common benefit shall pay and/or provide for the following:

6 (a) The improvement and maintenance of a private
7 road and drainage ditch over the real property described in Exhibit B.

8 (b) Curbs and gutters to the extent that the owners
9 shall vote that they are necessary.

10 (c) A policy or policies of public liability in-
11 surance against liability incident to the ownership and/or use of
12 the private road to the extent that the owners shall deem necessary.

13 (d) A fidelity bond naming the chairmand and sec-
14 retary to the extent that the owners shall deem such bond necessary.

15 (e) Any other materials, supplies, labor, services,
16 maintenance, repairs, alterations, insurance, taxes or assessments
17 which the owners may be required to secure or pay pursuant to the
18 terms of these restrictions or by law or which they may by their
19 vote deem necessary or proper for the operation and maintenance
20 of the private road and drainage ditch or for the enforcement of
21 these restrictions.

22 The owners at any meeting may delegate all or any
23 portion of the foregoing to the chairmand and/or secretary.

24 The chairman and secretary shall have no authority to
25 act for or bind the owners except as provided herein or as provided
26 by the owners at a meeting.

27 The chairman and secretary shall have the exclusive
28 right to contract for all goods, services and insurance pursuant
29 to the directions of the owners, and no owner may in his individual
30 capacity contract for or bind the other owners.

31 7. Maintenance Fund: Assessments. The owners may from
32 time to time at a meeting called therefore estimate the cash

1 requirement for improvement, maintenance and repair of the private
 2 road and expenses incidental thereto. Said "estimated cash re-
 3 quirement" shall be assessed to the owners in the same proportion
 4 that the area of their respective parcels bear to the total area
 5 described in Exhibit A. The chairman shall give each owner written
 6 notice of the amount of his assessment and the date of the meeting
 7 at which the assessment was made, and such assessment shall be due
 8 and payable sixty (60) days from the date of such a meeting. Any
 9 unpaid assessment shall thereafter bear interest at the rate of
 10 ten percent (10%) per annum. All funds collected hereunder shall
 11 be expended for the purposes designated herein. No owner may waive
 12 or otherwise escape liability for the assessments provided for
 13 herein by not using the private road or abandonment of his ease-
 14 ment, except as otherwise provided in Article 18 hereof.

15 8. Default. In the event of a default or defaults in
 16 payment of such assessment or assessments, the chairman or secretary
 17 may enforce such obligation as follows:

18 (a) By suit or suits at law to enforce each such
 19 assessment obligation. Any judgment rendered in any such action
 20 shall include a sum for reasonable attorney's fees in such amount
 21 as the court may adjudge against such defaulting owner.

22 (b) By recordation in the office of the County
 23 Recorder a claim of lien against the real property of such de-
 24 linquent owner. Such claim of lien shall state (1) the name of
 25 the delinquent owner or reputed owner, (2) a legal description of
 26 the real property against which claim of lien is made, (3) the
 27 amount claimed to be due and owing, (with any proper offset
 28 allowed), (4) that the claim of lien is made by the chairman or
 29 secretary pursuant to the terms of these restrictions (giving the
 30 date of execution and the date, book and page reference of the
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1 recording hereof in the office of the County Recorder), and (5)
2 that a lien is claimed against said described real property in an
3 amount equal to the amount of the stated delinquency plus interest
4 at the rate of ten percent (10%) per annum, costs of recordation
5 of the claim of lien, and costs of foreclosure. Any such claim
6 of lien shall be signed and acknowledged by the chairman or sec-
7 retary, and any one other owner. Upon recordation of a duly
8 executed original or duly executed copy of such claim of lien by
9 the Recorder of the County of Orange, the lien claim therein shall
10 immediately attach and become effective and shall have the same
11 priority as if recorded the date that these restrictions are
12 recorded, subject only to the limitations hereinafter set forth.
13 Each default shall constitute a separate basis for a claim of lien
14 or a lien. Any such lien may be foreclosed by appropriate action
15 in court or in the manner provided by law for the foreclosure of
16 a mortgage or deed of trust under power of sale. In the event
17 such foreclosure is by action in court reasonable attorney's fees
18 shall be allowed to the extent permitted by law. In the event
19 the foreclosure is, as in the case of a mortgage or deed of trust,
20 under power of sale, First American Title Insurance Company, a
21 California corporation, is hereby designated as trustee to conduct
22 such sale, or the sale may be conducted by such other bank or
23 trust company as shall be designated in the claim of lien. The
24 trustee so designated shall be deemed to be acting as the agent
25 for all of the owners, including the defaulting owner, and shall
26 be entitled to actual expenses and such fees as may be allowed
27 by law or as may be prevailing at the time that the sale is
28 conducted. The certificate of sale shall be executed and acknowl-
29 edged by the person conducting the sale, and a deed on foreclosure
30 shall be executed in like manner after the lapse of the then
31 required statutory period of redemption, if any. Any two owners
32 other than the defaulting owner or his successor shall be competent

1 to execute and acknowledge a release of lien stating the date of
2 the original claim of lien, the amount claimed, the date, book
3 and page wherein the lien was recorded, and the fact that the
4 lien has been fully satisfied, released and discharged. When in
5 fact said lien has been fully paid, upon payment by the defaulting
6 owner or his successor of a reasonable fee not to exceed Fifty
7 Dollars (\$50.00) to cover the cost of preparation and recordation
8 of the said release of lien. No amendment of this Article res-
9 pecting claims of lien shall be effective without the unanimous
10 written consent of all of the owners and their respective encum-
11 brance holders.

12 9. Mortgage Protection. Notwithstanding all of the
13 provisions: (a) the lien which may be created hereunder against
14 the interest of any owner shall be subject and subordinate to,
15 and shall not affect the rights of the holder of the indebtedness
16 secured by any recorded first mortgage or deed of trust (meaning
17 a mortgage with first priority over other mortgages or deeds of
18 trust), upon such interest made in good faith and for value, pro-
19 vided that after the foreclosure of any such mortgage there may
20 be a lien created pursuant to the terms hereof on the interest of
21 the purchaser at such foreclosure sale to secure all assessments
22 assessed hereunder to such purchaser as an owner after the date of
23 such foreclosure sale, which said lien, if any, claimed, shall
24 have the same affect and be enforced in the same manner as provided
25 herein; (b) no amendment to this paragraph shall affect the rights
26 of the holder of any such mortgage recorded prior to recordation
27 of such amendment who does not join in the execution thereof; (c)
28 any mortgage or deed of trust or any lien or encumbrance other
29 than a first mortgage or first deed of trust as provided above
30 shall be inferior to any claims of lien if recorded subsequent to
31 the recordation of these restrictions; (d) by subordination agree-
32 ment executed by owners of more than one-half of the land area

covered by Exhibit A, the benefits of (a) and (b) above may be extended to mortgages and deeds of trust not otherwise entitled thereto.

10. Liability for Damage to Roadway. No owner shall use the private road or drainage ditch or the land butting upon or adjacent to the private road or drainage ditch in such a way as to damage the roadway or ditch or increase the normal cost of maintaining the private road and ditch in a safe, clean and attractive condition. In the event any owner shall violate this Article, then upon the affirmative vote of two-thirds of the votes cast at a meeting called for this purpose, the votes of the owner or owners accused of violating this Article not being counted, then the offending owner, or owners shall be assessed for the cost of such repair or such increased cost of maintenance and such assessment shall be payable and may be collected in the manner hereinabove provided. In addition, the owners may use any other remedy provided by law to prevent the violation of this Article, or to recover for the violation of this Article, and the prevailing party shall be entitled to recover reasonable attorney's fees.

11. Real Property Taxes and Assessments. Each owner shall pay before delinquency any real property taxes or assessments levied against any portion of the private road and drainage ditch owned by him. In the event that any owner shall fail to pay the real property taxes and assessments levied as aforesaid, the remaining owners may vote at a meeting called for that purpose to pay such real property taxes or assessments to protect the private road and ditch and may levy an assessment against the defaulting owner for the amount of real property taxes or assessments paid. Such assessments shall be payable and may be collected in the manner hereinabove provided.

12. Restriction. Said private road shall be used only for ingress and egress and such parking of motor vehicles as shall

1 not interfere with its use for ingress and egress. No motor
2 vehicle shall be parked on said private road for a period of
3 more than forty-eight (48) hours, and no motor vehicle shall be
4 parked in said private road which is not in an operating condition.
5 Said private road shall not be used for the repair of motor
6 vehicles or for any other activity which may damage the roadway,
7 interfere with its use as a roadway, or create undue noise or
8 a nuisance to adjacent land owners.

9 13. Audit. Any owner may at any time and at his own
10 expense cause an audit or inspection to be made of the books and
11 records of the chairman or secretary.

12 14. Interpretation. The provisions of these restrictions
13 shall be liberally construed to effectuate their purpose of
14 creating a uniform plan for the development and maintenance of a
15 private road for the common benefit of the land described in
16 Exhibit A. Failure to enforce any provision hereof shall not
17 constitute a waiver of the right to enforce said provision or any
18 other provision hereof at a later date.

19 Any owner, not at the time in default, shall be entitled
20 to bring an action for damages against any defaulting owner or
21 owners, and, in addition, may enjoin any violation of these
22 restrictions, or a rule or regulation duly adopted by the owners
23 hereunder, or to prosecute any other appropriate legal or equitable
24 action that may be necessary under the existing facts. Any
25 judgment rendered in any such action or proceeding shall include
26 a sum for attorney's fees in favor of the prevailing party.

27 15. Agreement to Dedicate Street. The owners at a
28 meeting called for that purpose may vote to dedicate the private
29 road to public use, and in that event shall have the power to
30 levy such assessments as shall be necessary to improve said
31 private road as necessary to accomplish such dedication. Grantors
32 for themselves and their successors in interest agree to sign

1 such maps and documents as may be necessary to accomplish such
2 dedication.

3 16. Amendment. Except as otherwise provided herein
4 the provisions of these restrictions may be amended by an instru-
5 ment in writing signed and acknowledged by the record owners
6 holding seventy-five percent (75%) of the total vote hereunder,
7 which amendment shall be effective upon recordation in the office
8 of the recorder of the County of Orange.

9 17. Termination. Unless sooner terminated these
10 restrictions as amended from time to time shall remain in effect
11 twenty-one (21) years after the death of the survivor of the
12 grantors. If permitted by law at the time of the adoption of
13 such amendment, these restrictions may be extended by an amendment
14 adopted in the manner hereinabove provided.

15 18. Removal of land. Land may be removed and withdrawn
16 from the effect of these Covenants, Conditions and Restrictions
17 without amendment or termination thereof, but only upon the
18 following conditions:

19 (a) The land to be withdrawn or removed shall be
20 a whole lot created by a lot split or division in conformity with
21 the rules and regulations of the County of Orange or such other
22 governmental body as shall then regulate the division of lands in
23 the subject area.

24 (b) The land to be withdrawn or removed shall not
25 physically abut upon or be contiguous to the private road and
26 drainage ditch.

27 (c) The land to be withdrawn or removed shall abut
28 upon another physically open street.

29 (d) The owners of the land to be withdrawn or
30 removed shall join with all beneficiaries or holders of deeds of
31 trust, mortgages or other liens thereon in executing and recording
32 a quitclaim deed releasing to the other owners of record all of

1 their interest in these Covenants, Conditions and Restrictions and their
2 Easements over said private road and drainage ditch.

3 The effective date of any such removal shall be the date of
4 recordation of the quitclaim deed in the office of the Orange County Recorder.
5 From that date said land shall be free of any liens thereafter recorded
6 pursuant to Article 8 hereof, but shall remain subject to any prior liens.

7 From the effective date of any such withdrawal or removal of
8 land any provisions herein with respect to voting or computation of pro-
9 portionate shares of assessments shall be adjusted so as to be computed in the
10 same manner as if said land had never been a part of Exhibit A.

11 IN WITNESS WHEREOF the above-named grantors have
12 executed this agreement this 20th day of July, 1970.

13
14 GRANTORS

15
16 August Sinz
17 August Sinz

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19 William H. Rogers
20 William H. Rogers

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22 Marjorie M. Rogers
23 Marjorie M. Rogers
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EXHIBIT AParcel 1.

Northerly four-fifths (4/5) of Lot 95 of Tract 918, as shown on a Map thereof recorded in Book 28, Pages 41, 42 and 43 of Miscellaneous Maps, records of said Orange County, California:

Beginning at the Southeasterly corner of said Lot 97; thence North 0° 00' 40" West 177.74 feet along the Easterly line of said Lot 97; thence South 89° 59' 20" 193.25 feet; thence North 0° 00' 40" West 225.41 feet parallel with the East line of said Lots 96 and 97 to the Northerly line of the South 3/5 of said Lot 96; thence South 89° 59' 20" West 426.75 feet along said Northerly line to the Westerly line of said Lot 96; thence along said Westerly line, North 0° 00' 40" West 198.00 feet to the Northerly line of the Southerly 1/5 of said Lot 95; thence along said Northerly line North 89° 59' 20" East 620.00 feet to the Westerly line of said Lot 99; thence along said Westerly line North 0° 00' 40" West 310.94 feet to the Northwest corner of said last mentioned Lot; thence along the Northerly line thereof, North 89° 59' 20" East 579.92 feet to the Northeast corner thereof; thence along the Easterly line of said Lot 99, South 17° 06' 00" West 401.20 feet to an angle point in said Easterly line; thence West 35.75 feet; thence South 36° 41' 20" West 171.10 feet; thence South 25° 15' 20" West 116.64 feet; thence South 13° 48' 40" West 176.20 feet to Southerly line of said Lot 99; thence along said Southerly line South 63° 38' 18" West 258.89 feet to the point of beginning.

Parcel 2.

All that certain land situated in the State of California, County of Orange, described as follows:

That portion of Lots 96, 97, 99 and 100 of Tract No. 918, as shown on a Map thereof recorded in Book 28, Pages 41, 42 and 43

1 of Miscellaneous Maps, records of said Orange County, California,
2 described as follows:

3 Beginning at the Southeasterly corner of said Lot 97;
4 thence North 0° 00' 40" West 177.74 feet along the Easterly line
5 of said Lot 97; thence South 89° 59' 20" 193.25 feet; thence
6 North 0° 00' 40" West 225.41 feet parallel with the East line of
7 said Lots 96 and 97 to the Northerly line of the South 3/5 of said
8 Lot 96; thence South 89° 59' 20" West 426.75 feet along said
9 Northerly line to the Westerly line of said Lot 96; thence along
10 said Westerly line, North 0° 00' 40" 198.00 feet to the Northerly
11 line of the Southerly 1/5 of said Lot 95; thence along said
12 Northerly line North 89° 59' 20" East 620.00 feet to the Westerly
13 line of said Lot 99; thence along said Westerly line North 0° 00'
14 40" West 310.94 feet to the Northwest corner of said last mentioned
15 Lot; thence along the Northerly line thereof, North 89° 59' 20"
16 East 579.92 feet to the Northeast corner thereof; thence along the
17 Easterly line of said Lot 99; South 17° 06' 00" West 401.20 feet
18 to an angle point in said Easterly line; thence West 35.75 feet;
19 thence South 36° 41' 20" West 171.10 feet; thence South 25° 15' 20"
20 West 116.64 feet; thence South 13° 48' 40" West 176.20 feet to
21 Southerly line of said Lot 99; thence along said Southerly line
22 South 63° 38' 18" West 258.89 feet to the point of beginning.

EXHIBIT B

All that certain land situated in the State of California,
County of Orange, described as follows:

An easement for ingress and egress over that portion of
Lots 95 and 99 of Tract No. 918, as shown on a Map thereof recorded
in Book 28, Pages 41, 42 and 43 of Miscellaneous Maps, records of
said Orange County, California, described as follows:

Beginning at the intersection of the Westerly line of
said Lot 95 with a line parallel with and distant Northerly 20.00
feet, measured at right angles, from the Northerly line of the
Southerly 1/5 of said Lot 95; thence along said parallel line,
North $89^{\circ} 59' 20''$ East 680.37 feet to the beginning of a tangent
curve concave Northerly having a radius of 60.00 feet; thence
Easterly along said curve through a central angle of $26^{\circ} 21' 02''$,
an arc distance of 27.59 feet; thence tangent to said curve, North
 $63^{\circ} 38' 18''$ East 159.94 feet to the beginning of a curve concave
Northwesterly having a radius of 60.00 feet; thence Northeasterly
along said curve through a central angle of $27^{\circ} 16' 00''$, an arc
distance of 28.55 feet to the beginning of a reverse curve concave
Southerly, Westerly and Northwesterly, having a radius of 30.00
feet; thence Easterly, Southerly and Southwesterly along said last
mentioned curve through a central angle of $180^{\circ} 54' 18''$, an arc
distance of 94.72 feet to the beginning of a reverse curve concave
Southeasterly having a radius of 60.00 feet; thence Southwesterly
along said curve through a central angle of $27^{\circ} 16' 00''$, an arc
distance of 28.55 feet; thence tangent to said curve, South $63^{\circ} 38'$
 $18''$ West 159.94 feet to the beginning of a tangent curve concave
Northerly having a radius of 100.00 feet, thence Westerly along
said last mentioned curve through a central angle of $26^{\circ} 21' 02''$, an
arc distance of 45.99 feet; thence tangent to said curve South 89°
 $59' 20''$ West 680.37 feet to the Westerly line of said Lot 95; thence

EXHIBIT B (continued)

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3 along said Westerly line, North 0° 00' 40" West 40.00 feet to
4 the point of beginning.

5 A 10' easement for drainage purposes described as
6 follows:

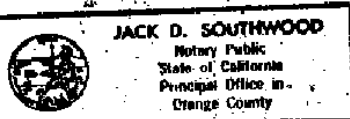
7 Laying southerly and adjacent to following described
8 line: Beginning at a point in the East line of Lot 99 in Tract
9 918, Miscellaneous Maps in Book 28, pages 41 to 43, records of
10 Orange County Recorder, said point being south 17° 6' 0" West
11 263.00 feet from the Northeast corner of Lot 99 thence North 85°
12 10' 57" West 220.00 feet.
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1 STATE OF CALIFORNIA)

BOOK 9368 PAGE 986

2 COUNTY OF ORANGE) ss.

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4 On this 20 day of July, 1970, before me personally
5 appeared AUGUST SINZ, known to me to be the person whose name is
6 subscribed to the within instrument, and acknowledged that he executed
7 the same.



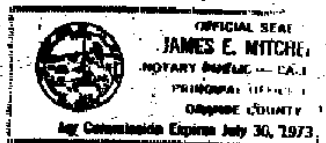
9 My Commission Expires Feb. 6, 1972

10 Jack D. Southwood
Notary Public in and for said
County and State

11
12 STATE OF CALIFORNIA)

13 COUNTY OF ORANGE) ss.

14
15 On this 20 day of July, 1970, before me personally
16 appeared WILLIAM H. ROGERS and MARJORIE M. ROGERS, known to
17 me to be the persons whose names are subscribed to the within instrument,
18 and acknowledged that they executed the same.



22 James E. Mitchell
Notary Public in and for said
County and State