

**If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates State and Federal Fair Housing Laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under State and Federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

#124

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BOOK 5161, PAGE 835

When recorded mail to:

Awrey-Baptiste, a General Partnership  
c/o Coronado Escrow  
400 Mobil Ave.  
Camarillo, Ca. 93010

RECORDED AT REQUEST OF  
SAFECO TITLE INS. CO. 72  
AT 30 MIN. PAST 1/4 M.  
OFFICIAL RECORDS VENTURA COUNTY

JUL 13 1978

Attn: Karen McDermott

*Robert L. Hansen*

FEE \$18.00-16

RECORDER

CONFORMED COPY

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
BUENA VENTURE PLAZA

WHEREAS, AWREY-BAPTISTE (hereinafter called "Grantor") is the owner of all that certain real property located in the City of Camarillo, County of Ventura, State of California, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference;

WHEREAS, said property is a "project" within the meaning of §1350(3) of the California Civil Code, subject to the provisions of the California Condominium Act, and it is the intention and desire of Grantor to divide the project into condominiums by grant deeds substantially in the form attached hereto and marked Exhibit "B"; and

WHEREAS, it is Grantors intention to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all said condominiums and the owners thereof;

NOW, THEREFORE, Grantor hereby declares that the project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominiums and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the project and every part thereof. All of the covenants, conditions and restrictions shall run with the real property and shall be binding upon all parties having or acquiring any right, title, or interest therein or any part thereof, and shall be for the benefit of each owner of any portion of said project or any interest therein, and shall inure to the benefit of and be binding on each successor in interest to the owners thereof. This declaration is made by the Grantor pursuant to §1355 of the California Civil Code.

1. DEFINITIONS: For the purposes of this declaration the terms used shall have the following meanings:

a. Articles of Incorporation: Articles of Incorporation of Buena Ventura Plaza Association, a non-profit California corporation, as the same may be amended from time to time.

b. Association: Buena Venture Plaza, a non-profit California corporation.

c. Board: The duly elected board of directors of the Association.

d. By-Laws: The duly adopted By-Laws of the Association, as the same may be amended from time to time.

e. Condominium: The entire property conveyed by the deed to the Grantee as defined by §783 of the Civil Code.

f. Common Areas: The entire project excepting all units therein granted or reserved.

g. Owner: The owner of one or more condominiums.

h. Mortgage: A trust deed as well as a mortgage.

i. Mortgagee: A beneficiary under or holder of a trust deed as well as a mortgagee.

## 2. ASSOCIATION

a. Formation: Within 90 days from the date hereof but in any case prior to the recordation of the first conveyance of a condominium unit, Grantor shall cause a formation of the Association as a California non-profit corporation. The Articles and By-Laws of the Association shall authorize the Association to exercise all of the powers granted to the Association hereunder and shall impose upon the Association all of the duties delegated to the Association hereunder.

b. Membership: Every owner shall be a member of the Association. Status as an owner is the sole qualification for membership, such membership being deemed an incident of ownership of a condominium unit. For purposes of this declaration, multiple owners, including a husband and wife, who jointly own an interest in a condominium unit shall be deemed to be a single owner. An individual's membership in the Association shall commence as of the date that he receives title to a condominium unit and shall terminate upon the date of termination of his ownership therein. No owner may transfer his membership in the Association separate from a conveyance of his interest in the real property.

c. Voting: There are a total of 47 condominium units. At any Association meeting, each owner shall be entitled to cast one vote for each condominium owned by him. Any owner may attend and vote at such meeting in person, or by an agent duly appointed by an instrument in writing signed by the owner and filed with the Board of Directors. Any designation of an agent to act for an owner may be revoked at any time by written notice to the Board of Directors, and shall be deemed revoked when the Board of Directors shall receive actual notice of the death or judicially declared incompetence of such owner or

the conveyance by such owner of his condominium. Where there is more than one record owner, any and all such persons may attend any meetings of the Association, but it shall be necessary for those present to act by majority in order to cast the vote to which they are entitled, although if only one co-owner is present in person or by proxy at any Association meeting, he may vote all of the shares jointly owned. Any designation of an agent to act as an agent for co-owners must be signed by a majority of such co-owners.

3. PARTITION: Except as provided by §752b of the Code of Civil Procedure of California, there shall be no judicial partition of the project or any part thereof, nor shall Grantor or any person acquiring an interest in the project or any part thereof seek any judicial partition, provided, however, that if any condominium shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants.

4. MEETINGS: An organizational meeting of the Association shall be held at a time and place in the County of Ventura to be determined by Grantor no later than 6 months from the date of recordation of the first conveyance of a condominium unit. Notice of the time and place of such organizational meeting shall be specified in writing and given to each owner by Grantor at least 10 days and not more than 60 days prior to the date of said meeting. Thereafter, meetings of the Association shall be held as provided in Article IV of the By-Laws.

5. NOTICES: Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered 72 hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed to each such person at the address given by such person to the secretary of the Association for the purpose of service of such notice or to the unit of such person if no address has been given to the secretary. Such address may be changed from time to time by notice in writing to the secretary.

6. ELECTION OF FIRST BOARD: Until the first election of the Board of Directors of the Association, the rights, duties and functions of the board shall be exercised by Grantor. After the first election of the board, Grantor shall execute, acknowledge, and record an affidavit stating the names of all of the persons elected to membership on the Board of Directors of the Association. Thereafter, any two persons who are designated of record as being members of the most recent board (regardless of whether or not they shall still be members) may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Board of Directors. The most recently recorded of such affidavits shall be prima facie evidence the persons named therein are all of the encumbant members of the

Board of Directors and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

7. AUTHORITY OF THE BOARD: Subject to the provisions of this declaration, the Articles of Incorporation and the By-Laws, the Board of Directors of the Association, for the benefit of the condominium project and the individual condominium owners, shall enforce the provisions hereof and shall acquire and pay for out of the maintenance fund hereinafter provided for, the following:

a. Water, sewer, trash, electrical, telephone, gas, and other necessary utility service for the common area, and, to the extent not separately metered and charged, for the units;

b. A policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of the units and common area, payable as provided for in the article entitled Maintenance Fund: Assessments, or such other fire and casualty insurance as the board shall determine gives substantially equal or greater protection to the owners, and their mortgagees, as their respective interests may appear;

c. A policy or policies insuring the board and the owners and the Association against any liability to the public or to the owners, their tenants and invitees, incident to the ownership and use of the project, and including the personal liability exposure of the owners. Limits of liability under such insurance shall not be less than \$500,000 for any one person injured, \$1,000,000 for any one accident and \$100,000 for property damage. Such limits and coverage shall be reviewed at least annually by the board and increased in its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement where the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured;

d. Workmens compensation insurance to the extent necessary to comply with any applicable laws;

e. Services of such personnel as the board shall determine to be necessary or proper for the operation of the common area;

f. Legal and accounting services necessary or proper in the operation of the common area or the enforcement of this declaration;

(g) Exterior painting, maintenance, repair, and all of the landscaping of the common area, and such furnishings and equipment for the common area as the board shall determine are necessary and proper, and the board shall have the exclusive right and duty to acquire the same for the common area; provided, however, that the interior surfaces of each unit (and the interior surfaces of other areas, the exclusive use of which is reserved to the owner by easement) shall be painted, maintained,

and repaired by the owners thereof, all such maintenance to be at the sole cost and expense of the particular owner;

h. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the board is required to secure or pay for pursuant to the terms of this declaration, or by law or which in its opinion shall be necessary or proper for the operation of the common area or for the enforcement of this declaration, provided that if such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular units, the cost thereof shall be specifically assessed to the owners of such units;

i. The board shall also pay any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which may in the opinion of the board constitute a lien against the common area, rather than merely against the interests therein of particular owners. When one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the costs of discharging it and any costs incurred by the board by reason of said lien or liens shall be specially assessed to said owners;

j. Maintenance and repair of any unit, if such maintenance and repair is reasonably necessary in the discretion of the board to protect the common area or preserve the appearance and value of the project, and the owner or owners of said unit have failed or refused to perform said maintenance within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the board to said owner or owners, provided that the board shall levy a special assessment against the condominium of such owner or owners for the cost of said maintenance or repair.

In addition the board shall be empowered to designate parking spaces and storage areas appurtenant to some or all of the condominium units. Once designated, such parking area and storage area may not be changed except by unanimous vote of the board.

8. OWNER'S OBLIGATION TO REPAIR: Except for those portions which the Association is required to maintain and repair hereunder, if any, each owner shall, at his sole cost and expense, maintain and repair his unit, keeping the same in good condition and appearance.

9. MAINTENANCE FUND: ASSESSMENTS: Within 30 days prior to the beginning of each calendar year the Board of Directors shall estimate the net charges to be paid during such year, including a reasonable provision for contingencies

and replacements with adjustments made for any expected income and surplus from the prior year's fund. Such estimated cash requirement shall be assessed to the owners based upon \$.04 per square foot contained in the owner's unit. Grantor shall be liable for any assessment against condominiums owned by Grantor. If the estimated assessment proves inadequate for any reason including the nonpayment of an assessment by an individual owner, the board may at any time levy a further assessment, which shall be assessed to the owners in like proportions, unless otherwise provided herein. Each owner shall be obligated to pay assessments made pursuant to this paragraph to the board in equal monthly installments on or before the first day of each month during the year, or in such other reasonable manner as the board shall designate.

a. The rights, duties, and functions of the board set forth in this paragraph may be exercised by Grantor for the period ending 30 days after the election of the first board hereunder, at the option of the first elected board.

b. All funds collected hereunder shall be expended for the purpose designated herein.

c. No owner may waive or otherwise escape liability for the assessments otherwise provided for herein by nonuse of the common area or abandonment of his condominium.

10. DEFAULT IN PAYMENT OF ASSESSMENTS: Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are assessed. The amount of any assessment, whether regular or special, assessed to the owner of any condominium, including interest at 9%, and costs, including reasonable attorney's fees, shall become a lien upon such condominium when a notice of assessment as provided in §1356 of the California Civil Code is duly recorded. A certificate executed and acknowledged by a majority of the Board of Directors stating the indebtedness secured by lien on any condominium created hereunder shall be conclusive upon the board and the owners as to the amount of such indebtedness on the date of the certificate in favor of all persons who rely thereon in good faith and such certificate shall be furnished to any owner upon request at a reasonable fee not to exceed \$20. Any such lien may be foreclosed by an appropriate action in court or in the manner provided by law for the foreclosure of a mortgage under power of sale. Any action in court brought to foreclose such a lien shall be commenced within 60 days following such recordation. In the event the foreclosure is under a power of sale, as in the case of a mortgage, the board, or any person designated by it in writing, shall be deemed to be acting as the agent of the lienor and shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. Such sales shall be conducted in accordance with the provisions of §§2924, 2924b and 2924c applicable to the exercise of powers of sale and

mortgages and deeds of trust, as set forth in the California Civil Code, or in any other manner permitted by law. The certificate of sale shall be executed and acknowledged by any two members of the board or by the person conducting the sale. A deed upon court foreclosure shall be executed in a like manner after the lapse of the period of redemption then required by statute.

11. MORTGAGE PROTECTION: Notwithstanding all other provisions in this declaration, liens created hereunder upon any condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to the paragraph entitled "Default in Payment of Assessments" on the interest of the purchaser at such foreclosure sale to secure all assessments whether regular or special, assessed hereunder to such purchaser as an owner after the date of such foreclosure sale which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein. No amendment of this paragraph shall affect the rights of the holder of any mortgage recorded prior to the recordation of such amendment who does not join in the execution thereof. Any lender with a secured interest in any portion of the real property may attend any meetings of the Association.

12. LIMITATIONS IN THE USE OF UNITS IN COMMON AREA: No owner shall occupy or use his unit in any manner contrary to the provisions of this paragraph:

a. There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior consent of the board except as hereinafter expressly provided or in designated storage areas.

b. Nothing shall be done or kept in any unit or in the common area which will increase the rate of insurance on the common area without the prior written consent of the board. No owner shall permit anything to be done or kept in his unit or in the common area which will result in the cancellation of insurance on any unit or on any part of the common area, or which would be in violation of any law. No waste will be permitted in the common area. No gasoline, kerosene, cleaning solvents or other flammable liquids shall be stored in the common area or in any condominium without the prior written consent of the board.

c. No sign of any kind shall be displayed to the public view on or from any unit or the common area without the prior written consent of the board.

d. No animals of any kind shall be raised, bred or kept in the unit or in the common area.

e. No noxious or offensive activity shall be carried on in any unit or in the common area nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.



f. Nothing shall be altered or constructed in or removed from the common area, except upon the written consent of the board.

g. There shall be no violation of the rules for the use of the common area, adopted by the board and furnished in writing to the owners, and the board is authorized to adopt such rules.

h. No owner shall park any automobile or other motor vehicle in the common area except in the space designated for the owner by the board.

i. None of the rights and obligations of the owners created herein, or by the deed creating the condominium shall be altered in any way by encroachment due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful conduct of said owner or owners.

13. ENTRY FOR REPAIRS: The board or its agents may enter any unit when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible. Such entry shall be made during normal business hours and on reasonable notice to the owners and with as little inconvenience to the owners as is practicable, and damage caused thereby shall be repaired by the board at the expense of the maintenance fund.

14. EXCLUSIVE OWNERSHIP AND POSSESSION BY OWNER: Each owner shall be entitled to exclusive ownership and possession of his unit. Each owner shall be entitled to a 1/47 undivided interest in the common area for each unit owned. Said percentage shall have a permanent character and shall not be altered without the consent of all owners expressed in an amended declaration duly recorded. The percentage of the undivided interest in the common area shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each owner may use the common area in accordance with the purpose for which it is intended, without hinderance or encroaching on the lawful rights of the other owners. An owner shall not be deemed to own the undecorated and unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors bounding his unit, nor shall the owner be deemed to own the utilities running through his unit which are utilized for, or serve more than one unit, except as a tenant in common with the other owners. An owner however shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, floors, ceilings, windows and doors bounding the unit.

15. DAMAGE AND DESTRUCTION: If the project is damaged by fire or other casualty and said damage is limited to a single unit, all insurance proceeds shall be paid to the owner and mortgagee of the owner as their respective interests may appear, and such owner and mortgagee shall use the same to rebuild or repair such unit in accordance with the original plans and specifications therefor. If such damage extends to two or more units, or extends to any part of the common area:

a. If the cost of rebuilding or repairing does not exceed the available insurance proceeds initially offered or paid by the insurer by \$5,000, such insurance proceeds shall be paid to an insurance trustee to be designated by the board. The board shall thereupon contract to repair or rebuild the damaged portions of all units in the common area in accordance with the original plans and specifications therefor, and the funds held in the insurance trust fund shall be used for this purpose. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the board shall levy a special assessment on all owners in proportion to the interest of each owner in the common area in an amount equal to the estimated deficiency.

b. If the preceding subparagraph is inapplicable, then:

(1) All insurance proceeds shall be paid to an insurance trustee to be designated by the board, to be held for the benefit of the owners and their mortgagees as their respective interests may appear. The board is authorized to enter on behalf of the owners into such agreement consistent with this declaration, with such insurance trustee, relating to its powers, duties and compensation as the board may approve;

(2) The board shall obtain firm bids (including the obligation to obtain a performance bond) from two or more responsible contractors to rebuild the project in accordance with its original plans and specifications and shall, as soon as possible thereafter, call a special meeting of the voting owners to consider such bids. If the board fails to do so within 60 days after the casualty occurs, any owner may obtain such bids, and call and conduct such meeting as herein provided (failure to call such meeting, or to repair such casualty damage, within 12 months from the date such damage occurred shall be deemed for all purposes a decision not to rebuild said building). At such meeting, the owners may by 66-2/3% vote elect to reject all of such bids and thus not to rebuild or by 51% vote elect to reject all such bids requiring amounts more than \$5000 in excess of available insurance proceeds. Failure to reject all bids shall authorize the board to accept the unrejected bid it considers most favorable;

(3) If a bid is to be accepted, the board shall levy a special assessment, in proportion to the interest of each owner in the common area, to make up any deficiency between the total insurance proceeds and the contract price for such repair or rebuilding and such assessment and all insurance proceeds, whether or not subject to liens of mortgages, shall

be paid to said insurance trustee to be used for such rebuilding. If any owner shall fail to pay the special assessment within 30 days after the levy thereof, the board shall make up the deficiency by payment from the maintenance fund. Upon payment, the board shall let the contract to the successful bidder;

(4) Upon an election not to rebuild, the board, as soon as reasonably possible and as agent for the owners, shall sell the entire project, in its then condition, free from the effect of these restrictions, which shall terminate upon such sale, on terms satisfactory to the board. The net proceeds and all funds held by said insurance trustee, shall thereupon be distributed to the owners in proportion to the interest of each owner in the common area;

c. Within 60 days after any such damage occurs, the board, or if it does not, any owner, the insurer, the insurance trustee, or any mortgagee of any owner, shall record a sworn declaration stating that such damage has occurred, describing it, identifying the building suffering such damage, the name of any insurer against whom claim is made, and the name of any insurance trustee, reciting that the sworn declaration is recorded pursuant to this paragraph of these restrictions, and that a copy of such sworn declaration has been served pursuant to provisions of the paragraph pertaining to notice on the owners.

d. If the owners decide not to rebuild, either by calling a meeting and rejecting all bids presented or by failing to call such a meeting and failing to repair such damage within 12 months after the damage occurs, then the board, or if they do not, any owner or mortgagee of any owner, shall record a sworn declaration setting forth such decision and reciting that under the provisions of these restrictions the prohibition against judicial partition provided for herein has terminated and that judicial partition of the project may be obtained pursuant to the Code of Civil Procedure of the State of California. Upon final judgment of a court of competent jurisdiction decreeing such partition, these restrictions shall terminate.

e. The provisions of this paragraph pertaining to damage and destruction cannot be amended without the consent in writing of the owners of 75% of the common area.

16. AUDIT: Any owner may at any time and at his own expense cause an audit or inspection to be made of the books and records of the board. The board at the expense of the maintenance fund shall obtain an audit of all books and records pertaining to the project at no greater than annual intervals and furnish copies thereof to the owners within 30 days of receipt of such audit by the board.

17. AMENDMENT: Except as otherwise provided herein, the provisions of this declaration may be amended by an instrument in writing signed and acknowledged by record owners holding 75% of the total vote hereunder, and if otherwise required by law, the written consent of the real estate commission of the State of California, which amendment shall be effective upon recordation in the office of the recorder of the County of Ventura.

18. LIMITATIONS ON TRANSFER: In the event any owner of a condominium shall wish to resell same, and shall have received a bona fide offer therefor from a prospective purchaser, the Association shall be given written notice thereof together with an executed copy of such offer and the terms thereof. Such notice and copy shall be given to the Board. The Association, through the Board or a person named by the Board, shall have the right to purchase the subject condominium upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase is given to the selling owner, and a matching downpayment or deposit is provided to the selling owner during a fifteen (15) day period immediately following the delivery of the notice of the bona fide offer and a copy thereof to the Board.

In the event any owner shall attempt to sell his condominium without affording the Association the right of first refusal herein provided, such sale shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser.

If an owner shall pass title to his condominium by gift or devise, the beneficiary of such gift or devise shall give notice to the Board of such gift or devise, together with a certified copy of the instrument purporting to convey title. Within fifteen (15) days after receipt of such notice the Association through the Board or a person or persons named by the Board, shall have the right to purchase such interest as the instrument purports to convey at its fair market value. This value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the condominium. The expense of the arbitration shall be paid out of the maintenance fund.

The failure of or refusal by the Association to exercise the right to purchase shall not constitute or be deemed to be a waiver of such right to purchase when an owner receives any subsequent bona fide offer from a prospective purchaser.

This Article shall cease to have any effect or confer any right or power upon the Board or any owner in this project forty (40) years from the date on which this Declaration is recorded.

19. MORTGAGEES NOT AFFECTED: The foregoing provisions of Paragraph 18 shall not apply to a transfer to or purchase by a bank, insurance company, or savings and loan association which acquires its title as the result of owning a trust deed or mortgage upon the condominium concerned, and this shall be so whether the title is acquired by deed from the mortgagor or

his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by a bank, insurance company, or savings and loan association which so acquires title. Neither shall such provisions require the approval of a purchaser who acquires the title to a condominium at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

20. CERTIFICATE OF SATISFACTION OF RIGHT OF FIRST

REFUSAL: Upon written request of any prospective transferor, purchaser or an existing or prospective mortgagee, transferee, heir, or devisee of any condominium, the Board shall forthwith, or where a time limit is specified, by the end of the time, issue a written and acknowledged certificate in recordable form, evidencing that:

(a) With respect to the proposed sale under Paragraph 18, that proper notice was given by the selling owner and that the Association did not elect to exercise their option to purchase;

(b) With respect to a deed to a mortgagee under Paragraph 19, or to its nominee in lieu of foreclosure, and with respect to a deed from such mortgagee or its nominee, that the deeds were in fact given in lieu of foreclosure and are not subject to the provisions of Paragraph 18;

(c) With respect to a transfer by gift or devise of the condominium, that proper notice was given by the donee or devisee and that the Association did not elect to exercise its option to purchase.

21. SEVERABILITY: Provisions hereof shall be deemed to be independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

22. INTERPRETATION: The provisions of this declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

23. LIMITATION OF LIABILITY: The liability of any owner for performance of any of the provisions hereof shall terminate upon sale, transfer, assignment, or other divestiture of said owner's entire interest in his or her condominium with respect to obligations arising hereunder from and after the date of such divestiture.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 12th day of July, 1978.

AWREY-BAPTISTE, a general partnership

By *Elmer C. S. Awrey*  
Elmer C. S. Awrey

By *Gerry Baptiste*  
Gerry Baptiste

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF VENTURA        )

On July 12, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared ELMER C. S. AWREY and GERRY BAPTISTE known to me to be two of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.



*Karen L. McDermott*  
Karen L. McDermott

PARCEL A:

Units 1 through 47, inclusive, of Tract No. 2983, in the City of Camarillo, County of Ventura, State of California, as per map and condominium plan recorded in Book 77, Pages 93 through 96, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

PARCEL B:

Lot 48 of Tract No. 2983, in the City of Camarillo, County of Ventura, State of California, shown and defined as the common area on the map and condominium plan recorded in Book 77, Pages 93 through 96, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

EXCEPTING therefrom Units 1 through 47, inclusive.

MARSHALL, LOWTHORP, RICHARDS & HIBBS  
A PROFESSIONAL CORPORATION

WHEN RECORDED, MAIL TO:

GRANT DEED

AWREY-BAPTISTE, a general partnership, hereinafter called "Grantor" grants to \_\_\_\_\_

\_\_\_\_\_ hereinafter called "Grantee" that certain real property located in the City of Camarillo, County of Ventura, State of California, described as follows:

Parcel A:

Unit \_\_\_\_\_ shown on that certain Map and Condominium Plan of Tract 2983 in the City of Camarillo, State of California, recorded in the Office of the Recorder of the County of Ventura, State of California, on \_\_\_\_\_, in Book \_\_\_\_\_, of Maps, at Page \_\_\_\_\_;

EXCEPTING AND RESERVING, however, the following:

1. Easements through said Unit, appurtenant to the Common Area and all other Units, for support and repair of the Common Area and all other Units;
2. Easements, appurtenant to the Common Area for encroachment upon the airspace of the Unit.
3. All oil, gas and other hydrocarbon substances and minerals in and under said property without, however, the right of surface entry or within 500 feet beneath the surface of said land.

Parcel B:

An undivided \_\_\_\_\_ percent interest in Lot 48 (Common Area) of Tract 2983 in the City of Camarillo, State of California, recorded in the Office of the Recorder of the County of Ventura, State of California, on \_\_\_\_\_, in Book \_\_\_\_\_ of Maps, at Page \_\_\_\_\_, excepting therefrom Units 1 through 47 inclusive.

Terms used in this deed are defined as follows:

A. "Unit" means a numbered unit as shown on the Subdivision Map. The boundary lines of each Unit are the interior unfinished surfaces (exclusive of paint, paper, wax, tile, enamel, or other finishing) of its perimeter walls, bearing walls, floors, fireplaces, ceilings, windows and window frames, doors and door frames, and trim, and includes both the portions of the subdivided building so described and the airspace so encompassed.

B. "Common Area" means Lot 48 (all land and all portions of the Subdivided Property not located within any Unit) and also includes, but not by way of limitation, central heating, refrigeration and air conditioning equipment, roofs, foundations, pipes,



ducts, flues, chutes, conduits, wires and other utility installations to the outlets, bearing walls, columns and girders, to the unfinished surfaces thereof, regardless of location.

This conveyance is made and accepted subject to the covenants, conditions and restrictions as contained in that certain Declaration of Restrictions recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of Official Records on \_\_\_\_\_, in Ventura County, California, which by this direct reference thereto is incorporated in this conveyance and made a part hereof as though set out herein in full and any amendments or modifications thereof.

IN WITNESS WHEREOF, the undersigned have executed the within Deed on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRANTOR

STATE OF CALIFORNIA    )  
                          ) ss.  
COUNTY OF VENTURA    )

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

known to me to be the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

CONFORMED COPY

80248

FEE \$3

RECORDED AT REQUEST OF SAFECO TITLE INS CO - 72 AT 8:01 A.M.

OFFICIAL RECORDS VENTURA COUNTY

AUG - 1 1978

Robert L. Hamon

R CORDER

BOOK 5175 PAGE 457

This document shall constitute an addendum to CC&R for Buena Ventura Plaza, Camarillo stating the intended use of this project is for commercial use such as insurance, real estate, medical, retail, service, etc.

180740

*[Signature]*

*[Signature]*

TO 1846 CA (8-74) (Partnership)

STATE OF CALIFORNIA }  
COUNTY OF Ventura } SS.

On July 31, 1978

before me, the undersigned, a Notary Public in and for said State, personally appeared Elmer C. S. Awrey and Gerry Baptiste

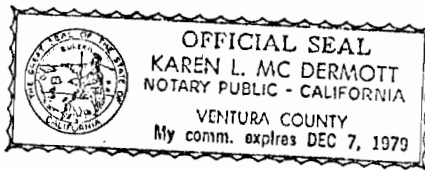


STAPLE HERE

known to me to be the general ~~XXXX~~ partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature *[Signature]*



(This area for official notarial seal)

RESOLUTION NO. PC 27-77

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CAMARILLO APPROVING A COMMERCIAL PLANNED DEVELOPMENT PERMIT FOR AWREY-BAPTISTE, CPD-40, FOR THE CONSTRUCTION OF AN OFFICE AND COMMERCIAL FACILITY AT THE SOUTHWEST CORNER OF MOBIL AVENUE AND PICKWICK AVENUE, IN THE CITY OF CAMARILLO

WHEREAS, an application for a commercial planned development permit has been submitted to the Planning Commission in accordance with the Camarillo Municipal Code; and,

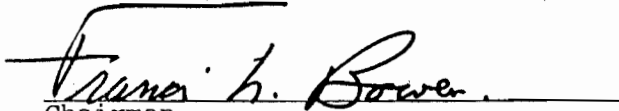
WHEREAS, the Planning Commission, after holding a hearing, finds the following conditions exist and that said approval would not be in conflict with the existing or surrounding uses within the area:

1. That the subject property is properly designed with sufficient frontage and access to serve the proposed office and retail intended to be developed on the subject property.
2. That to insure the compatibility and overall design and improvements of the commercial planned development, the conditions referred to as Exhibit "B" consisting of items 1 through are recommended and hereby made a part of this resolution.


NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Camarillo APPROVES commercial planned development permit, CPD-40, subject to all conditions as listed in Exhibit "B".

APPROVED AND ADOPTED this 1st day of February, 1977, by members of the Planning Commission of the City of Camarillo voting as follows:

AYES: Commissioners Wallace, Wuelfing, Acting Chairman Bowen  
NOES: None  
ABSENT: Commissioner Jeffers, Chairman Funk

  
Chairman

ATTEST:

  
Secretary

cc: applicant  
Engineering  
Public Works  
Assessor's Office

CONDITIONS

CPD-40

STREETS

1. The developer shall post with the City of Camarillo a cash deposit in the amount of \$50 for each tree required to be planted at 40-foot intervals along Mobil Avenue and Pickwick Drive. Trees shall be of the species and size as required by the City. The developer shall maintain trees for a period of not less than one year after acceptance of project by the City Council. If at this time, trees are in a satisfactory condition, the cash deposit will be refunded.
2. The developer shall dedicate one-half of the right of way on Pickwick Drive in front of the project.
3. All street or road improvements shall be directed and approved by the Department of Public Works. Sidewalks shall be constructed contiguous to the curb. Approval in writing shall be required for exceptions.
4. Traffic circulation and control within the development and adjacent streets, including all curb openings shall meet the approval of the City Engineer.
5. Street name signs shall be installed at the street intersections. Control signs for regulation, warning and guidance of traffic shall be installed. These shall include: stop signs, speed signs and parking signs together with required pavement striping and road symbols. All signs shall be installed as required by the Department of Public Works.
6. Permanent bench marks, tied to a circuit between at least two existing City datum bench marks, shall be set at the intersection of Pickwick and Mobil Avenue.
7. Adequate sidewalk ramps shall be placed for the physically handicapped.
8. All underground irrigation, water and other pipes or openings which are encountered during construction or improvements of streets shall be removed or sealed in a manner satisfactory to the Department of Public Works.
9. There shall be no ingresses or egresses to the property except for those shown on the plot plan labeled Exhibit "A", and as approved by this permit. Any such ingresses or egresses shall have a width of not less than 25 feet nor greater than 36 feet. Any such entrance shall be surfaced and improved as to include necessary paveout to join existing pavement as required and in accordance with City Standards.

CPD-40

STREETS (Cont.)

10. The Pave-out Policy of the City shall apply.

GRADING AND DRAINAGE

11. All grading shall conform to City of Camarillo Grading Ordinance, Chapter 70 of the Uniform Building Code.
12. Appropriate facilities for proper drainage within the development shall be provided and constructed as directed and approved by the Department of Public Works. All areas shall be graded in such a manner that there will be no undrained depressions.

The development shall be protected from off-site drainage and any water concentration and/or increase as a result of the construction of the development shall be conveyed by means of adequate facilities to the natural water courses of the area; and/or existing storm drain system designed to convey the development's run-off. Determination of suitable natural watercourse shall be made by the Department of Public Works.

WATER AND FIRE PROTECTION

13. Minimum fire flow shall be 1500 gallons per minute, or in accordance with City Standards, or I.S.O. Standards, whichever is greater.
14. Prior to issuance of zone clearance for a development in the service area of the City of Camarillo Water Department, the developer shall comply with all requirements of City of Camarillo Water Department as set forth in the Water Ordinances and Standards. All water system facilities and/or appurtenances shall be approved by the Director of Public Works.
15. The developer shall provide adequate water mains, fire hydrants, valved connections, and other fire protection facilities as required and approved by the County Fire Chief. Prior to issuance of zone clearance, the developer shall file with the Ventura County Fire Department, one map showing such fire protection facilities. The Ventura County Fire Department shall certify in writing to the Department of Public Works that the required map has been so filed and has been found satisfactory.

WATER AND FIRE PROTECTION (Cont.)

16. Any water wells located on such property shall be indicated on improvement plans and tentative map. Such water wells shall be offered to the City. If the water quality or location of the well is such that the City deems the well unusable, the well shall be abandoned according to the requirements of the Department of Water Resources, State of California, Bulletin 74-9, Zone 2, or bonds of an amount equal to the charges of such abandonment shall be placed with the City to insure proper abandonment of the well or wells at a future date.
17. In order to provide for reasonable fire protection during the construction period, the developer shall maintain passable vehicular access to all buildings. Adequate fire hydrants with required fire flow shall be installed prior to structural framing as recommended by the Fire Department and the Camarillo Water Department.
18. The developer shall offer to the City the existing 8-inch water line and appurtenances in the ultimate Pickwick Drive right-of-way. Such offer shall be made in a manner approved by the City Attorney.

MISCELLANEOUS

19. The Bridge Policy of the City shall be complied with, and Bridge Construction fees shall be paid prior to final approval.
20. No permanent construction shall be commenced until the final improvement plans have been approved by the City Engineer; landscape and irrigation plans approved, rough grading certified, a zone clearance issued by Planning Department, and a Building Permit issued by Ventura County Building Department.
21. All persons doing business in the City in connection with the project shall acquire a Business License prior to commencing construction.
22. There shall be no burning of materials at any time during the development or agricultural burning prior to development.
23. The conditions of approval of this permit shall supersede all conflicting notation, specifications, dimension, typical sections, and the like, which may be shown on the development plan.
24. All fees shall be paid prior to issuance of zone clearance.
25. No certificate of occupancy shall be given until all other conditions are met.

MISCELLANEOUS (cont.)

26. Prior to commencement of work, the developer shall designate in writing an authorized representative with complete authority to represent and act for the developer. Said representative shall be present at the work site at all times when work is in progress. During periods when work on the project is suspended, arrangements for emergency work must be approved by the City Engineer.

In the absence of the developer and his authorized representative from the project site, required decisions shall be made by the City Engineer. If warranted, the City Engineer will order completion of work to protect the general public. If said orders are not acted upon immediately, the City may complete the work or have said work completed, at developer's expense.

The developer shall be responsible for all actions of his contractors and subcontractors until the improvements have been approved and accepted by the City Council.

27. No parking space shall be located within ten feet of a vehicular entrance to the property. All areas shown as parking areas shall be surfaced with asphaltic concrete in accordance with City Standards and shall be suitably marked, outlining individual parking spaces and traffic flow.

SANITARY

28. The method of sewage and waste disposal shall be by means of a community disposal system. Sewerage system design, including connections to the District's system, shall be submitted to the Camarillo Sanitary District for approval. The developer shall post an appropriate bond in an amount determined by the District to guarantee fulfillment of the conditions for sewage disposal.
29. Annexation to the Camarillo Sanitary District shall be effected prior to issuance of zone clearance.
30. The developer shall offer to the Camarillo Sanitary District the existing 8-inch sewer line and appurtenances in the ultimate Pickwick Drive right-of-way. Such offer shall be in a manner approved by the Sanitary District Attorney.

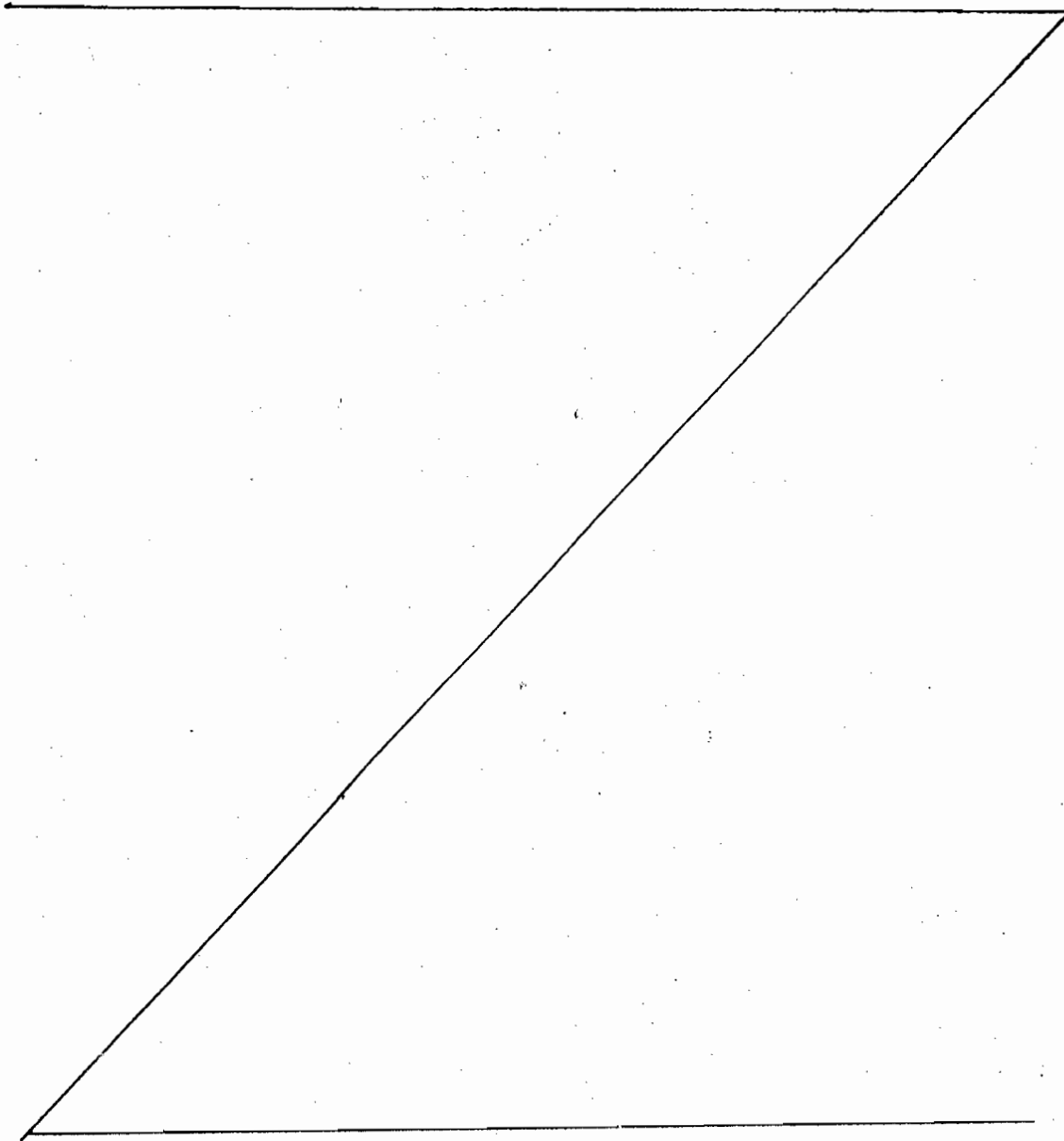
FLOOD CONTROL

31. A letter or certification from the Ventura County Flood Control District shall be provided by the developer stating that the area to be developed is free of flood hazards according to the Flood Control District Standards.

CPD-40

UTILITIES

32. All utility lines and stub connections to property lines of each lot shall be installed before any paving is placed. All utility lines within the development shall be underground.
33. The developer shall provide trenching, conduit, and miscellaneous substructures necessary for the installation of Cable TV and electronic gear. (Section 9285.1, Camarillo Municipal Code)





General Conditions  
CPD-40

34. That the permit is granted for the land as described in the application and any attachments thereto and as shown on the plot plan submitted labeled Exhibit "A".
35. That the location of all buildings, fences, roadways, parking areas, landscaping and other facilities or features shall be located substantially as shown on the plan labeled "A".
36. That unless the use is inaugurated or the construction of the structure is commenced and being diligently pursued not later than twelve (12) months after the date this permit is granted, this permit will automatically expire on that date; however, if there have been no changes in the proposed plot plans or adjacent area, the Planning Director may grant one (1) additional six-month extension of time for use inauguration.
37. That the landscaping of the development shall be completed in accordance with a landscape plan and irrigation plan submitted to and approved by the landscape architect and Planning Director. Irrigation to be provided to street trees. Landscape plans to be approved prior to issuance of zone clearance.
38. That all signs be in accordance with the Sign Ordinance.
39. All trees are to be planted and maintained in accordance with bulletin AXT-311 of the Department of Agriculture, State of California.
40. That all parking spaces meet City Ordinance requirements with compact car spaces being signed.
41. That a concrete curb border the landscape areas along the east property line.

88-086279

Rec Fee 13.00  
Check 13.00

Recorded  
Official Records  
County of  
Ventura  
Richard D. Dean  
Recorder  
1:00pm 21-Jun-88

Recording requested by and  
when recorded return to:

WILLIAM S. DUNLEVY  
Attorney at law  
Post Office Box 1022  
Camarillo, California 93011

CL 5

FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BUENA VENTURE PLAZA, INC.

We, the undersigned, the duly elected and acting  
President and Secretary of the BUENA VENTURE PLAZA, INC., do  
hereby certify that the following amendments to the BUENA VENTURE  
PLAZA, INC., Declaration of Covenants, Conditions and  
Restrictions previously recorded on July 13, 1978 at Book 5161,  
Pages 835 through 850, inclusive, have been duly adopted by the  
Association membership pursuant to Paragraph 17 of said  
Declaration of Covenants, Conditions and Restrictions. The legal  
description of the subject real property is attached hereto as  
Exhibit "A" and incorporated herein by this reference.

Paragraph 9 of the Declaration of Covenants, Conditions  
and Restrictions is hereby amended to read as follows:

9. MAINTENANCE FUND: ASSESSMENTS: Within thirty (30)  
days prior to the beginning of each calendar year the Board of  
Directors shall estimate the net charges to be paid during such  
year, including a reasonable provision for contingencies and  
replacements with adjustments made for any expected income and  
surplus from the prior year's fund. Such estimated cash  
requirement shall be assessed to the owners on a per unit basis.  
If the estimated assessment proves inadequate for any reason  
including the non-payment of an assessment by an individual  
owner, the Board may at any time levy a further assessment, which  
shall be assessed to the owners in like proportions, unless  
otherwise provided herein. Each owner shall be obligated to pay  
assessments made pursuant to this paragraph to the Board in such  
regular installments on such terms as shall from time to time be  
established by the Board.

(a) All funds collected hereunder shall be expended  
for the purpose designated herein.

(b) No owner may waive or otherwise escape liability  
for the assessments otherwise provided for herein by non-use of  
the common area or abandonment of his condominium.

(c) Any assessment not paid within thirty (30) days  
after the due date shall bear interest at the maximum rate  
permitted by applicable law commencing thirty (30) days after the  
due date until paid, and shall incur a late payment penalty in an  
amount to be determined by the Board from time to time, but not  
in excess of the maximum permitted by applicable law.

Paragraph 10 of the Declaration of Covenants,

Conditions and Restrictions is hereby amended to read as follows:

10. DEFAULT IN PAYMENT OF ASSESSMENTS: Each regular and special assessment shall be separate, distinct and personal debts and obligations of the owner(s) against whom the same are assessed. If an assessment is delinquent, the Association may record a notice of delinquent assessment and establish a lien against the condominium of the delinquent owner prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto and (2) the lien or charge of any mortgage of record made in good faith and for value. The notice of delinquent assessment shall state the amount of the assessment, collection costs, attorney's fees, late charges and interest, a description of the condominium against which the assessment and other sums are levied, the name of the record owner or owners, and the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice shall be signed by any officer of the Association or any management agent retained by the Association.

An assessment lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment or sale by a trustee substituted pursuant to Civil Code Section 2934(a). Any sale shall be conducted in accordance with the provisions of Section 2924, 2924(b), 2924(c), 2924(f), 2924(g) and 2924(h) of the California Civil Code, or any successor statutes thereto, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. Nothing herein shall preclude the Association from bringing an action directly against an owner for breach of the personal obligation to pay assessments.

Fines and penalties for violation of restrictions are not "assessments" and are not enforceable by assessment lien.

The Association, acting on behalf of the condominium owners, shall have the power to bid for the condominium at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period a condominium is owned by the Association, following foreclosure: (1) No right to vote shall be exercised on behalf of the condominium; (2) No assessment shall be assessed or levied upon the condominium; and (3) Each other condominium shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged to such condominium had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses, late charges, costs and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

After acquiring title to the condominium at foreclosure sale after notice and publication, the Association may execute, acknowledge and record a deed conveying title to the condominium which deed shall be binding upon the owners, successors, and all other parties.

The Board may temporarily suspend the voting rights of a member who is in default in payment of any assessment, after notice and hearing, as provided in this Declaration.

Sub-Section c. of Paragraph 12 of the Declaration of Covenants, Conditions and Restrictions is hereby amended to read as follows:

c. The following signs may be displayed:

(1) A display sign, non-electric, which measures approximately one (1) foot high by eight (8) feet wide, supported by flexible chain, constructed or etched redwood approximately two (2) inches thick, to be hung from the edge of each eave above the front of each business that faces street traffic on Mobil Avenue and Pickwick Drive, advertising the name of that particular business.

(2) Those businesses which have corner locations may attach an additional sign that measures approximately two (2) feet high by four (4) feet wide to the side of their unit facing street traffic, of the same material and etching as provided for the other sign as specified in sub-section (1) above.

(3) Those businesses which face the inner walkway of the Buena Venture Plaza complex may display a smaller sign, non-electric, approximately six (6) inches high by twenty-four (24) inches wide, to be supported by an L shaped bracket mounted on the post nearest the door of each business so to as to make it visible from the ends of the walkways.

(4) Nothing contained herein shall require a business to maintain a sign if the owner(s) of such business elect not to install a sign.

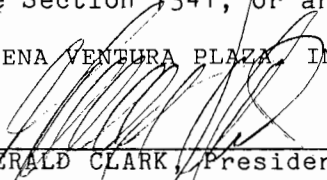
(5) All signs not in conformity with the requirements contained herein, except those signs located on doors, shall be removed.

Paragraph 12 of the Declaration of Covenants, Conditions and Restrictions is hereby amended to add sub-section j, as follows:

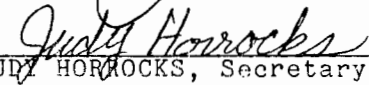
j. The Board may enforce the provisions of this Declaration, the Bylaws, and the rules adopted by the Board though suspension of the voting rights of an owner for a period not to exceed thirty (30) days or the imposition of fines according to such schedules as may from time to time be adopted by the Board. Prior to the imposition of any such disciplinary action or fine, the Board shall give the member affected at least fifteen (15) days prior notice of such potential discipline or fine, said hearing to be before the Board. Notice shall be given as required by Corporations Code Section 7341, or any successor section.

BUENA VENTURE PLAZA, INC.

Dated: May 24, 88, 1988

  
GERALD CLARK, President

Dated: May 24, 1988

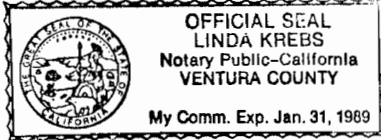
  
JUDY HORROCKS, Secretary

STATE OF CALIFORNIA )  
( ss.  
COUNTY OF VENTURA )

On May 24, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared GERALD CLARK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President, on behalf of BUENA VENTURE PLAZA, INC., the corporation therein named, and acknowledged to me that such

corporation executed the within instrument pursuant to its Bylaws and the Declaration of Covenants, Conditions and Restrictions.

WITNESS my hand and official seal.

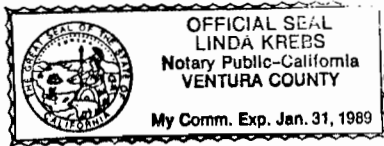


*Linda Krebs*  
\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA     )  
  ( ss.  
COUNTY OF VENTURA     )

On May 24, 1988, 1988, before me, the undersigned, a Notary Public in/and for said State, personally appeared JUDY HORROCKS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Secretary, on behalf of BUENA VENTURE PLAZA, INC., the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws and the Declaration of Covenants, Conditions and Restrictions.

WITNESS my hand and official seal.



*Linda Krebs*  
\_\_\_\_\_  
Notary Public  
*Linda Krebs*

EXHIBIT "A"

PARCEL A:

Units 1 through 47, inclusive, of Tract No. 2983, in the City of Camarillo, County of Ventura, State of California, as per map and condominium plan recorded in Book 77, Pages 93 through 96, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

PARCEL B:

Lot 48 of Tract No. 2983, in the City of Camarillo, County of Ventura, State of California, shown and defined as the common area on the map and condominium plan recorded in Book 77, Pages 93 through 96, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

EXCEPTING therefrom Units 1 through 47, inclusive.