WICKFORD HOMEOWNERS ASSOCIATION

(Part 2 of 2)

THE FOLLOWING DOCUMENTS ARE IN THIS PACKET:

- 5) Supplemental Declaration of Covenants, Conditions and Restrictions and Reservation of Easements and Notice of Addition of Territory (Phases 2 through 6)
- 6) Condominium Plans (Phases 2 through 6)

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

BROWN, WINFIELD & CANZONERI 300 South Grand Avenue, Suite 1500 Los Angeles, California 90071-3125 (BP) This is to certify that this is a full, true and correct copy of the original recorded in the office of the County Recorder of Los Angeles County on 2005
as Document No. 05 - 189486
CHICAGO TITLE
By
TITLE OFFICEB

(Space Above for Recorder's Use)

WICKFORD AT VILLAGE AT THE PARK

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
AND
NOTICE OF ADDITION OF TERRITORY
FOR

WICKFORD PHASE 2

WICKFORD AT VILLAGE AT THE PARK

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS AND NOTICE OF ADDITION OF TERRITORY FOR

WICKFORD PHASE 2

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS AND NOTICE OF ADDITION OF TERRITORY ("Notice of Addition") is made by WESTERN PACIFIC HOUSING, INC., a Delaware corporation ("Declarant").

PREAMBLE:

- A. Declarant executed that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Wickford at Village at the Park which was Recorded on June 23, 2005, as Instrument No. 20050623-0152924, in the Office of the Ventura County Recorder ("Declaration"). The Declaration is binding upon all Owners of Lots in the project known as Wickford at Village at the Park (the "Property").
- B. Declarant is the owner of certain real property ("Annexed Property") located in the County of Ventura ("County"), State of California, described as follows:
 - Phase 2 Property as shown and described in the Condominium Plan for Phase 2 of Wickford at Village at the Park, recorded on www 2, 2005, as Instrument No. 05-189485, in the Office of the Ventura County Recorder (the "Plan"), encumbering Lot 1 of Tract No. 5486, as shown on Subdivision Map filed on March 30, 2005, in Book 153 at Pages 1 to 3, inclusive, of Miscellaneous Records (Maps) in the Office of the Ventura County Recorder.
- C. Pursuant to Article XVI of the Declaration, Declarant now desires to add the Annexed Property to the Property as a Phase of Development thereof.

THEREFORE, Declarant hereby declares as follows:

1. <u>Annexation of Annexed Property</u>. Declarant, as the owner of the Annexed Property, hereby declares that the Annexed Property is annexed to and made a part of the

Property as a Phase of Development thereof. This Notice of Addition constitutes a Notice of Addition of Territory, as described in Section 16.4 of the Declaration.

- Property shall have an equal and undivided interest in the Common Area, as more particularly described and depicted on the Condominium Plan. Such Common Area shall be conveyed in fee simple to the Owners of Units in each Module as tenants in common, subject to the provisions of certain reservations and easement grants, and subject to the rules and regulations of the Wickford Homeowners Association, a California nonprofit mutual benefit corporation (the "Association").
- 3. <u>Membership in Association</u>. Each Owner of one or more Units in the Annexed Property shall automatically become a Member of the Association, as provided in Section 2.3 of the Declaration.
- 4. <u>Assessment Obligations</u>. The rights and obligations of all Owners of Units located in the Annexed Property with respect to payment of assessments to the Association, including any assessments levied pursuant to the Shared Maintenance Agreement (as described in the Declaration), are set forth in Article V of the Declaration. The Annual Assessments to be paid to the Association shall commence as to all Units in the Annexed Property on the first day of the calendar month following the first Close of Escrow for the sale of a Unit in the Annexed Property.
- 5. <u>Maintenance Obligations</u>. The respective maintenance obligations of the Association, the Owners, and Declarant shall be as described in the Declaration.
- 6. Association Property. The Association Property in the Annexed Property shall be as described in Section 1.10 of the Declaration. The Association Property in this Phase of Development includes: (i) Module 2A (excluding Units located therein) and Module 2S (as described and depicted on the Condominium Plan encumbering Lot 1 of Tract No. 5486), and all Improvements now or hereafter located thereon, and (ii) such other property or easements which are conveyed to the Association pursuant to or in connection with the operation of this Common Interest Development. Declarant hereby expressly reserves for the benefit of the Association a nonexclusive easement for access, ingress and egress over the Common Property and Units to the extent necessary to perform the maintenance, repair and replacement of the Association Property in the Project.
- 7. Exclusive Use Common Areas. In connection with implementation of this Phase of Development, if applicable, Declarant hereby reserves for the benefit of certain Owners, exclusive easements over and across a portion of the Common Property as depicted on the Condominium Plan for use as Exclusive Use Common Area. The Exclusive Use Common Area shall be for the purposes and subject to the terms, conditions and provisions of the Declaration applicable to the Exclusive Use Common Area described in the Declaration, including, without limitation, the provisions of Section 1.30 and Section 6.1(f) of the Declaration. Without limiting the generality of the foregoing, any reference to the Exclusive Use

Common Area in the Declaration shall hereafter also refer to the Exclusive Use Common Area depicted on the Condominium Plan.

- 8. <u>Conformity with Development Plan</u>. The Notice of Addition is in conformity with the Development Plan currently on file with the Department of Real Estate ("DRE"), and is being Recorded prior to the seventh (7th) anniversary of the Recordation of the Declaration.
- 9. <u>Miscellaneous</u>. The provisions of this Notice of Addition shall run with all of the Annexed Property and the Property; shall be binding upon all persons having or acquiring any interest in the Annexed Property, the Property, or any part thereof; shall inure to the benefit of and burden every portion of the Annexed Property, the Property, and any interest therein; and shall inure to the benefit of, be binding upon, and may be enforced by any Owner, Declarant, each successor in interest of Declarant, the Association, and their successive successors and assigns. Except as otherwise provided herein, the terms in this Notice of Addition shall have the same meanings as are given such terms by the Declaration. Except as otherwise expressly provided herein, all of the provisions of the Declaration are hereby incorporated by reference as if fully set forth herein. At any time prior to the first Close of Escrow for the sale of a Unit within the Annexed Property pursuant to a Final Subdivision Public Report, Declarant may unilaterally amend this Notice of Addition by recording a written instrument which affects the amendment and is signed and acknowledged by Declarant.

This Notice of Addition has been executed on the date set forth below to be effective as of the date of its Recordation.

Dated:	JULY	7	, 200 <u>.5</u>
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"DECLARANT"

WESTERN PACIFIC HOUSING, INC., a Delaware corporation

Name:

JASON FRANK

Title

UT OF POESTDENT

STATE OF CALIFORNIA) 00			
COUNTY OF Los Angeles) ss.)			
On July 7	_, 200 5 , before me,	Christina A	· Ciesla	_
a Notary Public, personally appe				_:
personally known to me (or pro	ved to me on the bas	sis of satisfactory	cvidence) to be th	e
person(x) whose name(x) is/axe su	bscribed to the within in	nstrument, and ackr	nowledged to me tha	1

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(x) whose name(x) is/axe subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Musting A. Custa Notary Public

CHRISTINA A. CIESLA
Commission # 1336866
Notary Public - California
Los Angeles County
My Comm. Expires Dec 30, 2005

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

BROWN, WINFIELD & CANZONERI 300 South Grand Avenue, Suite 1500 Los Angeles, California 90071-3125 (BP) This is to certify that this is a full, true and correct copy of the original recorded in the office of the County Recorder of Los Angeles County on

as Document No.

TITLE OFFICE

(Space Above for Recorder's Use)

WICKFORD AT VILLAGE AT THE PARK

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
AND
NOTICE OF ADDITION OF TERRITORY
FOR

WICKFORD PHASE 3

WICKFORD AT VILLAGE AT THE PARK

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS AND NOTICE OF ADDITION OF TERRITORY FOR

WICKFORD PHASE 3

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS AND NOTICE OF ADDITION OF TERRITORY ("Notice of Addition") is made by WESTERN PACIFIC HOUSING, INC., a Delaware corporation ("Declarant").

PREAMBLE:

- A. Declarant executed that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Wickford at Village at the Park which was Recorded on June 23, 2005, as Instrument No. 20050623-0152924, in the Office of the Ventura County Recorder ("Declaration"). The Declaration is binding upon all Owners of Lots in the project known as Wickford at Village at the Park (the "Property").
- B. Declarant is the owner of certain real property ("Annexed Property") located in the County of Ventura ("County"), State of California, described as follows:
 - Phase 3 Property as shown and described in the Condominium Plan for Phase 3 of Wickford at Village at the Park, recorded on Lucy 2, 2005, as Instrument No. 05-189487, in the Office of the Ventura County Recorder (the "Plan"), encumbering Lot 1 of Tract No. 5486, as shown on Subdivision Map filed on March 30, 2005, in Book 153 at Pages 1 to 3, inclusive, of Miscellaneous Records (Maps) in the Office of the Ventura County Recorder.
- C. Pursuant to Article XVI of the Declaration, Declarant now desires to add the Annexed Property to the Property as a Phase of Development thereof.

THEREFORE, Declarant hereby declares as follows:

1. <u>Annexation of Annexed Property</u>. Declarant, as the owner of the Annexed Property, hereby declares that the Annexed Property is annexed to and made a part of the

Property as a Phase of Development thereof. This Notice of Addition constitutes a Notice of Addition of Territory, as described in Section 16.4 of the Declaration.

- 2. <u>Interests in Common Areas</u>. Each Owner of a Unit in the Annexed Property shall have an equal and undivided interest in the Common Area, as more particularly described and depicted on the Condominium Plan. Such Common Area shall be conveyed in fee simple to the Owners of Units in each Module as tenants in common, subject to the provisions of certain reservations and easement grants, and subject to the rules and regulations of the Wickford Homeowners Association, a California nonprofit mutual benefit corporation (the "Association").
- 3. <u>Membership in Association</u>. Each Owner of one or more Units in the Annexed Property shall automatically become a Member of the Association, as provided in Section 2.3 of the Declaration.
- 4. <u>Assessment Obligations</u>. The rights and obligations of all Owners of Units located in the Annexed Property with respect to payment of assessments to the Association, including any assessments levied pursuant to the Shared Maintenance Agreement (as described in the Declaration), are set forth in Article V of the Declaration. The Annual Assessments to be paid to the Association shall commence as to all Units in the Annexed Property on the first day of the calendar month following the first Close of Escrow for the sale of a Unit in the Annexed Property.
- 5. <u>Maintenance Obligations</u>. The respective maintenance obligations of the Association, the Owners, and Declarant shall be as described in the Declaration.
- 6. Association Property. The Association Property in the Annexed Property shall be as described in Section 1.10 of the Declaration. The Association Property in this Phase of Development includes: (i) Module 3A (excluding Units located therein) and Module 3S (as described and depicted on the Condominium Plan encumbering Lot 1 of Tract No. 5486), and all Improvements now or hereafter located thereon, and (ii) such other property or easements which are conveyed to the Association pursuant to or in connection with the operation of this Common Interest Development. Declarant hereby expressly reserves for the benefit of the Association a nonexclusive easement for access, ingress and egress over the Common Property and Units to the extent necessary to perform the maintenance, repair and replacement of the Association Property in the Project.
- 7. Exclusive Use Common Areas. In connection with implementation of this Phase of Development, if applicable, Declarant hereby reserves for the benefit of certain Owners, exclusive easements over and across a portion of the Common Property as depicted on the Condominium Plan for use as Exclusive Use Common Area. The Exclusive Use Common Area shall be for the purposes and subject to the terms, conditions and provisions of the Declaration applicable to the Exclusive Use Common Area described in the Declaration, including, without limitation, the provisions of Section 1.30 and Section 6.1(f) of the Declaration. Without limiting the generality of the foregoing, any reference to the Exclusive Use

Common Area in the Declaration shall hereafter also refer to the Exclusive Use Common Area depicted on the Condominium Plan.

- 8. <u>Conformity with Development Plan</u>. The Notice of Addition is in conformity with the Development Plan currently on file with the Department of Real Estate ("DRE"), and is being Recorded prior to the seventh (7th) anniversary of the Recordation of the Declaration.
- 9. <u>Miscellaneous</u>. The provisions of this Notice of Addition shall run with all of the Annexed Property and the Property; shall be binding upon all persons having or acquiring any interest in the Annexed Property, the Property, or any part thereof; shall inure to the benefit of and burden every portion of the Annexed Property, the Property, and any interest therein; and shall inure to the benefit of, be binding upon, and may be enforced by any Owner, Declarant, each successor in interest of Declarant, the Association, and their successive successors and assigns. Except as otherwise provided herein, the terms in this Notice of Addition shall have the same meanings as are given such terms by the Declaration. Except as otherwise expressly provided herein, all of the provisions of the Declaration are hereby incorporated by reference as if fully set forth herein. At any time prior to the first Close of Escrow for the sale of a Unit within the Annexed Property pursuant to a Final Subdivision Public Report, Declarant may unilaterally amend this Notice of Addition by recording a written instrument which affects the amendment and is signed and acknowledged by Declarant.

This Notice of Addition has been executed on the date set forth below to be effective as of the date of its Recordation.

WESTERN PACIFIC HOUSING, INC.,	TULY 7 , 2005	DECLARAINI
By: LAND FRANK		a Delaware corporation By:

VICE PRESIDENT

) ss.	
COUNTY OF LOS Angeles)	
_ v _ J		
On July 7	, 200 5 , before me,	Christina A. Ciesla
a Notary Public, personally appear	ared Jason Fra	иК
personally known to me (or pro	ved to me on the ba	sis of satisfactory evidence) to be th

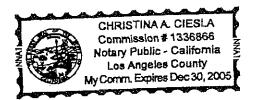
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)-is/ate subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/he/their authorized capacity(ies), and that by his/he/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

STATE OF CALIFORNIA

Christina A. Custa
Notary Public



RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

BROWN, WINFIELD & CANZONERI 300 South Grand Avenue, Suite 1500 Los Angeles, California 90071-3125 (BP) This is to certify that this is a full, true and correct copy of the original recorded in the office of the County Recorder of Los Angeles County on 2, 2005

as Documentato. _ CHICAGO TIPLE

Y TITLE OFFICER

(Space Above for Recorder's Use)

WICKFORD AT VILLAGE AT THE PARK

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
AND
NOTICE OF ADDITION OF TERRITORY
FOR

WICKFORD PHASE 4

WICKFORD AT VILLAGE AT THE PARK

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS AND NOTICE OF ADDITION OF TERRITORY FOR

WICKFORD PHASE 4

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS AND NOTICE OF ADDITION OF TERRITORY ("Notice of Addition") is made by WESTERN PACIFIC HOUSING, INC., a Delaware corporation ("Declarant").

PREAMBLE:

- A. Declarant executed that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Wickford at Village at the Park which was Recorded on June 23, 2005, as Instrument No. 20050623-0152924, in the Office of the Ventura County Recorder ("Declaration"). The Declaration is binding upon all Owners of Lots in the project known as Wickford at Village at the Park (the "Property").
- B. Declarant is the owner of certain real property ("Annexed Property") located in the County of Ventura ("County"), State of California, described as follows:
 - Phase 4 Property as shown and described in the Condominium Plan for Phase 4 of Wickford at Village at the Park, recorded on Lesser 2, 2005, as Instrument No. 05-189489, in the Office of the Ventura County Recorder (the "Plan"), encumbering Lot 1 of Tract No. 5486, as shown on Subdivision Map filed on March 30, 2005, in Book 153 at Pages 1 to 3, inclusive, of Miscellaneous Records (Maps) in the Office of the Ventura County Recorder.
- C. Pursuant to Article XVI of the Declaration, Declarant now desires to add the Annexed Property to the Property as a Phase of Development thereof.

THEREFORE, Declarant hereby declares as follows:

1. <u>Annexation of Annexed Property</u>. Declarant, as the owner of the Annexed Property, hereby declares that the Annexed Property is annexed to and made a part of the

Property as a Phase of Development thereof. This Notice of Addition constitutes a Notice of Addition of Territory, as described in Section 16.4 of the Declaration.

- 2. <u>Interests in Common Areas</u>. Each Owner of a Unit in the Annexed Property shall have an equal and undivided interest in the Common Area, as more particularly described and depicted on the Condominium Plan. Such Common Area shall be conveyed in fee simple to the Owners of Units in each Module as tenants in common, subject to the provisions of certain reservations and easement grants, and subject to the rules and regulations of the Wickford Homeowners Association, a California nonprofit mutual benefit corporation (the "Association").
- 3. <u>Membership in Association</u>. Each Owner of one or more Units in the Annexed Property shall automatically become a Member of the Association, as provided in Section 2.3 of the Declaration.
- 4. <u>Assessment Obligations</u>. The rights and obligations of all Owners of Units located in the Annexed Property with respect to payment of assessments to the Association, including any assessments levied pursuant to the Shared Maintenance Agreement (as described in the Declaration), are set forth in Article V of the Declaration. The Annual Assessments to be paid to the Association shall commence as to all Units in the Annexed Property on the first day of the calendar month following the first Close of Escrow for the sale of a Unit in the Annexed Property.
- 5. <u>Maintenance Obligations</u>. The respective maintenance obligations of the Association, the Owners, and Declarant shall be as described in the Declaration.
- 6. <u>Association Property</u>. The Association Property in the Annexed Property shall be as described in Section 1.10 of the Declaration. The Association Property in this Phase of Development includes: (i) Module 4A (excluding Units located therein) and Module 4S (as described and depicted on the Condominium Plan encumbering Lot 1 of Tract No. 5486), and all Improvements now or hereafter located thereon, and (ii) such other property or easements which are conveyed to the Association pursuant to or in connection with the operation of this Common Interest Development. Declarant hereby expressly reserves for the benefit of the Association a nonexclusive easement for access, ingress and egress over the Common Property and Units to the extent necessary to perform the maintenance, repair and replacement of the Association Property in the Project.
- 7. Exclusive Use Common Areas. In connection with implementation of this Phase of Development, if applicable, Declarant hereby reserves for the benefit of certain Owners, exclusive easements over and across a portion of the Common Property as depicted on the Condominium Plan for use as Exclusive Use Common Area. The Exclusive Use Common Area shall be for the purposes and subject to the terms, conditions and provisions of the Declaration applicable to the Exclusive Use Common Area described in the Declaration, including, without limitation, the provisions of Section 1.30 and Section 6.1(f) of the Declaration. Without limiting the generality of the foregoing, any reference to the Exclusive Use

Common Area in the Declaration shall hereafter also refer to the Exclusive Use Common Area depicted on the Condominium Plan.

- 8. <u>Conformity with Development Plan</u>. The Notice of Addition is in conformity with the Development Plan currently on file with the Department of Real Estate ("DRE"), and is being Recorded prior to the seventh (7th) anniversary of the Recordation of the Declaration.
- 9. <u>Miscellaneous</u>. The provisions of this Notice of Addition shall run with all of the Annexed Property and the Property; shall be binding upon all persons having or acquiring any interest in the Annexed Property, the Property, or any part thereof; shall inure to the benefit of and burden every portion of the Annexed Property, the Property, and any interest therein; and shall inure to the benefit of, be binding upon, and may be enforced by any Owner, Declarant, each successor in interest of Declarant, the Association, and their successive successors and assigns. Except as otherwise provided herein, the terms in this Notice of Addition shall have the same meanings as are given such terms by the Declaration. Except as otherwise expressly provided herein, all of the provisions of the Declaration are hereby incorporated by reference as if fully set forth herein. At any time prior to the first Close of Escrow for the sale of a Unit within the Annexed Property pursuant to a Final Subdivision Public Report, Declarant may unilaterally amend this Notice of Addition by recording a written instrument which affects the amendment and is signed and acknowledged by Declarant.

This Notice of Addition has been executed on the date set forth below to be effective as of the date of its Recordation.

Dated:	YULY	7	, 200 <u>5</u>

"DECLARANT"

WESTERN PACIFIC HOUSING, INC., a Delaware corporation

a Delaware corporation

By: JASON FRA

Title: VILE PRESIDENT

STATE OF CALIFORNIA)	
)	SS.
COUNTY OF Los Angeles)	

On July 7, 2005, before me, Chrishna A. Ciesla, a Notary Public, personally appeared Tason Frank.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/aste subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/he/their authorized capacity(ies), and that by his/he/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Christina A. Gisto Notary Public



RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

BROWN, WINFIELD & CANZONERI 300 South Grand Avenue, Suite 1500 Los Angeles, California 90071-3125 (BP) This is to certify that this is a full, true and correct copy of the original recorded in the office of the County Recorder of Los Angeles County on

August 2, 2005

as Document No. 05-189492

CHICAGO TITLE

By

TITLE (REFICER)

(Space Above for Recorder's Use)

WICKFORD AT VILLAGE AT THE PARK

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
AND
NOTICE OF ADDITION OF TERRITORY
FOR

WICKFORD PHASE 5

WICKFORD AT VILLAGE AT THE PARK

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS AND NOTICE OF ADDITION OF TERRITORY FOR

WICKFORD PHASE 5

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS AND NOTICE OF ADDITION OF TERRITORY ("Notice of Addition") is made by WESTERN PACIFIC HOUSING, INC., a Delaware corporation ("Declarant").

PREAMBLE:

- A. Declarant executed that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Wickford at Village at the Park which was Recorded on June 23, 2005, as Instrument No. 20050623-0152924, in the Office of the Ventura County Recorder ("Declaration"). The Declaration is binding upon all Owners of Lots in the project known as Wickford at Village at the Park (the "Property").
- B. Declarant is the owner of certain real property ("Annexed Property") located in the County of Ventura ("County"), State of California, described as follows:
 - Phase 5 Property as shown and described in the Condominium Plan for Phase 5 of Wickford at Village at the Park, recorded on first 2 2005, as Instrument No. 5 18949, in the Office of the Ventura County Recorder (the "Plan"), encumbering Lot 1 of Tract No. 5486, as shown on Subdivision Map filed on March 30, 2005, in Book 153 at Pages 1 to 3, inclusive, of Miscellaneous Records (Maps) in the Office of the Ventura County Recorder.
- C. Pursuant to Article XVI of the Declaration, Declarant now desires to add the Annexed Property to the Property as a Phase of Development thereof.

THEREFORE, Declarant hereby declares as follows:

1. <u>Annexation of Annexed Property</u>. Declarant, as the owner of the Annexed Property, hereby declares that the Annexed Property is annexed to and made a part of the

Property as a Phase of Development thereof. This Notice of Addition constitutes a Notice of Addition of Territory, as described in Section 16.4 of the Declaration.

- 2. <u>Interests in Common Areas</u>. Each Owner of a Unit in the Annexed Property shall have an equal and undivided interest in the Common Area, as more particularly described and depicted on the Condominium Plan. Such Common Area shall be conveyed in fee simple to the Owners of Units in each Module as tenants in common, subject to the provisions of certain reservations and easement grants, and subject to the rules and regulations of the Wickford Homeowners Association, a California nonprofit mutual benefit corporation (the "Association").
- 3. <u>Membership in Association</u>. Each Owner of one or more Units in the Annexed Property shall automatically become a Member of the Association, as provided in Section 2.3 of the Declaration.
- 4. <u>Assessment Obligations</u>. The rights and obligations of all Owners of Units located in the Annexed Property with respect to payment of assessments to the Association, including any assessments levied pursuant to the Shared Maintenance Agreement (as described in the Declaration), are set forth in Article V of the Declaration. The Annual Assessments to be paid to the Association shall commence as to all Units in the Annexed Property on the first day of the calendar month following the first Close of Escrow for the sale of a Unit in the Annexed Property.
- 5. <u>Maintenance Obligations</u>. The respective maintenance obligations of the Association, the Owners, and Declarant shall be as described in the Declaration.
- 6. Association Property. The Association Property in the Annexed Property shall be as described in Section 1.10 of the Declaration. The Association Property in this Phase of Development includes: (i) Module 5A (excluding Units located therein) and Module 5S (as described and depicted on the Condominium Plan encumbering Lot 1 of Tract No. 5486), and all Improvements now or hereafter located thereon, and (ii) such other property or easements which are conveyed to the Association pursuant to or in connection with the operation of this Common Interest Development. Declarant hereby expressly reserves for the benefit of the Association a nonexclusive easement for access, ingress and egress over the Common Property and Units to the extent necessary to perform the maintenance, repair and replacement of the Association Property in the Project.
- 7. Exclusive Use Common Areas. In connection with implementation of this Phase of Development, if applicable, Declarant hereby reserves for the benefit of certain Owners, exclusive easements over and across a portion of the Common Property as depicted on the Condominium Plan for use as Exclusive Use Common Area. The Exclusive Use Common Area shall be for the purposes and subject to the terms, conditions and provisions of the Declaration applicable to the Exclusive Use Common Area described in the Declaration, including, without limitation, the provisions of Section 1.30 and Section 6.1(f) of the Declaration. Without limiting the generality of the foregoing, any reference to the Exclusive Use

Common Area in the Declaration shall hereafter also refer to the Exclusive Use Common Area depicted on the Condominium Plan.

- 8. <u>Conformity with Development Plan</u>. The Notice of Addition is in conformity with the Development Plan currently on file with the Department of Real Estate ("DRE"), and is being Recorded prior to the seventh (7th) anniversary of the Recordation of the Declaration.
- 9. <u>Miscellaneous</u>. The provisions of this Notice of Addition shall run with all of the Annexed Property and the Property; shall be binding upon all persons having or acquiring any interest in the Annexed Property, the Property, or any part thereof; shall inure to the benefit of and burden every portion of the Annexed Property, the Property, and any interest therein; and shall inure to the benefit of, be binding upon, and may be enforced by any Owner, Declarant, each successor in interest of Declarant, the Association, and their successive successors and assigns. Except as otherwise provided herein, the terms in this Notice of Addition shall have the same meanings as are given such terms by the Declaration. Except as otherwise expressly provided herein, all of the provisions of the Declaration are hereby incorporated by reference as if fully set forth herein. At any time prior to the first Close of Escrow for the sale of a Unit within the Annexed Property pursuant to a Final Subdivision Public Report, Declarant may unilaterally amend this Notice of Addition by recording a written instrument which affects the amendment and is signed and acknowledged by Declarant.

This Notice of Addition has been executed on the date set forth below to be effective as of the date of its Recordation.

Dated:, 200 <u>5</u>	"DECLARANT"
	WESTERN PACIFIC HOUSING, INC., a Delaware corporation By: Name: TASIN FRANK Title: VECT RESERVE

STATE OF CALIFORNIA)	
1 4		SS.
COUNTY OF Los Angeles)	

on July 7, 2005, before me, Christina A- Ciesla, a Notary Public, personally appeared Jason Frank, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)-is/ane subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/he/their authorized capacity(ins), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Musting A. Cush Notary Public RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

BROWN, WINFIELD & CANZONERI 300 South Grand Avenue, Suite 1500 Los Angeles, California 90071-3125 (BP) This is to certify that this is a full, true and correct copy of the original recorded in the office of the County Recorder of Los Angeles County on

as Document No. 05-189494

CHICAGO TITLE

By

TITLE GERIER

(Space Above for Recorder's Use)

WICKFORD AT VILLAGE AT THE PARK

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
AND
NOTICE OF ADDITION OF TERRITORY
FOR

WICKFORD PHASE 6

WICKFORD AT VILLAGE AT THE PARK

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS AND NOTICE OF ADDITION OF TERRITORY FOR

WICKFORD PHASE 6

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS AND NOTICE OF ADDITION OF TERRITORY ("Notice of Addition") is made by WESTERN PACIFIC HOUSING, INC., a Delaware corporation ("Declarant").

PREAMBLE:

- A. Declarant executed that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Wickford at Village at the Park which was Recorded on June 23, 2005, as Instrument No. 20050623-0152924, in the Office of the Ventura County Recorder ("Declaration"). The Declaration is binding upon all Owners of Lots in the project known as Wickford at Village at the Park (the "Property").
- B. Declarant is the owner of certain real property ("Annexed Property") located in the County of Ventura ("County"), State of California, described as follows:

Phase 6 Property as shown and described in the Condominium Plan for Phase 6 of Wickford at Village at the Park, recorded on Instrument No. 15-189493, in the Office of the Ventura County Recorder (the "Plan"), encumbering Lot 1 of Tract No. 5486, as shown on Subdivision Map filed on March 30, 2005, in Book 153 at Pages 1 to 3, inclusive, of Miscellaneous Records (Maps) in the Office of the Ventura County Recorder.

C. Pursuant to Article XVI of the Declaration, Declarant now desires to add the Annexed Property to the Property as a Phase of Development thereof.

THEREFORE, Declarant hereby declares as follows:

1. <u>Annexation of Annexed Property</u>. Declarant, as the owner of the Annexed Property, hereby declares that the Annexed Property is annexed to and made a part of the

Property as a Phase of Development thereof. This Notice of Addition constitutes a Notice of Addition of Territory, as described in Section 16.4 of the Declaration.

- Property shall have an equal and undivided interest in the Common Area, as more particularly described and depicted on the Condominium Plan. Such Common Area shall be conveyed in fee simple to the Owners of Units in each Module as tenants in common, subject to the provisions of certain reservations and easement grants, and subject to the rules and regulations of the Wickford Homeowners Association, a California nonprofit mutual benefit corporation (the "Association").
- 3. <u>Membership in Association</u>. Each Owner of one or more Units in the Annexed Property shall automatically become a Member of the Association, as provided in Section 2.3 of the Declaration.
- 4. <u>Assessment Obligations</u>. The rights and obligations of all Owners of Units located in the Annexed Property with respect to payment of assessments to the Association, including any assessments levied pursuant to the Shared Maintenance Agreement (as described in the Declaration), are set forth in Article V of the Declaration. The Annual Assessments to be paid to the Association shall commence as to all Units in the Annexed Property on the first day of the calendar month following the first Close of Escrow for the sale of a Unit in the Annexed Property.
- 5. <u>Maintenance Obligations</u>. The respective maintenance obligations of the Association, the Owners, and Declarant shall be as described in the Declaration.
- 6. Association Property. The Association Property in the Annexed Property shall be as described in Section 1.10 of the Declaration. The Association Property in this Phase of Development includes: (i) Module 6A (excluding Units located therein) and Module 6S (as described and depicted on the Condominium Plan encumbering Lot 1 of Tract No. 5486), and all Improvements now or hereafter located thereon, and (ii) such other property or easements which are conveyed to the Association pursuant to or in connection with the operation of this Common Interest Development. Declarant hereby expressly reserves for the benefit of the Association a nonexclusive easement for access, ingress and egress over the Common Property and Units to the extent necessary to perform the maintenance, repair and replacement of the Association Property in the Project.
- 7. Exclusive Use Common Areas. In connection with implementation of this Phase of Development, if applicable, Declarant hereby reserves for the benefit of certain Owners, exclusive easements over and across a portion of the Common Property as depicted on the Condominium Plan for use as Exclusive Use Common Area. The Exclusive Use Common Area shall be for the purposes and subject to the terms, conditions and provisions of the Declaration applicable to the Exclusive Use Common Area described in the Declaration, including, without limitation, the provisions of Section 1.30 and Section 6.1(f) of the Declaration. Without limiting the generality of the foregoing, any reference to the Exclusive Use

Common Area in the Declaration shall hereafter also refer to the Exclusive Use Common Area depicted on the Condominium Plan.

- 8. <u>Conformity with Development Plan</u>. The Notice of Addition is in conformity with the Development Plan currently on file with the Department of Real Estate ("DRE"), and is being Recorded prior to the seventh (7th) anniversary of the Recordation of the Declaration.
- 9. <u>Miscellaneous</u>. The provisions of this Notice of Addition shall run with all of the Annexed Property and the Property; shall be binding upon all persons having or acquiring any interest in the Annexed Property, the Property, or any part thereof; shall inure to the benefit of and burden every portion of the Annexed Property, the Property, and any interest therein; and shall inure to the benefit of, be binding upon, and may be enforced by any Owner, Declarant, each successor in interest of Declarant, the Association, and their successive successors and assigns. Except as otherwise provided herein, the terms in this Notice of Addition shall have the same meanings as are given such terms by the Declaration. Except as otherwise expressly provided herein, all of the provisions of the Declaration are hereby incorporated by reference as if fully set forth herein. At any time prior to the first Close of Escrow for the sale of a Unit within the Annexed Property pursuant to a Final Subdivision Public Report, Declarant may unilaterally amend this Notice of Addition by recording a written instrument which affects the amendment and is signed and acknowledged by Declarant.

This Notice of Addition has been executed on the date set forth below to be effective as of the date of its Recordation.

Dated:	JULY 7	, 200 <u>5</u>
Dawu.		, 200

"DECLARANT"

WESTERN PACIFIC HOUSING, INC., a Delaware corporation

By:

Name: JASON FRANK

Title: VICE PRESTDENT

STATE OF CALIFORNIA)	
COUNTY OF Los Angeles	,	SS
	,	

On July 7, 2005, before me, Christing A- (iesla), a Notary Public, personally appeared Jason Frank, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)-is/afe subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/he/their authorized capacity(ies), and that by his/he/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Phusting A. Curla

WITNESS my hand and official seal.

[SEAL]

CHRISTINA A. CIESLA
Commission # 1336866
Notary Public - California
Los Angeles County
My Comm. Expires Dec 30, 2005

Recording Requested By, And When Recorded, Mail To:

Western Pacific Housing, Inc. 21300 Victory Blvd, Suite 700 Woodland Hills, CA 91367

This is to certify that this is a full, true and correct copy of the original recorded in the office of the County-Recorder of Los Angeles County on

CHICAGO/FITLE

CONDOMINIUM PLAN CREATING PURSUANT TO THE GOVERNMENT CODE SECTION 66427 A CONDOMINIUM PLAN FOR

WICKFORD PHASE 2

OVER LOT 1 OF TRACT NO. 5486 IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, CALIFORNIA AS RECORDED IN BOOK 153 AT PAGE 1 OF MISCELLANEOUS RECORDS OF VENTURA COUNTY, CALIFORNIA

AND

SHOWING AND DEFINING MODULES, COMMON AREA AND UNITS

OWNERSHIP CERTIFICATE

We, the undersigned, being all parties required by California Civil Code Section 1351(e) to execute this certificate, do hereby consent to the preparation and recordation of the within CONDOMINIUM PLAN pursuant to said section.

Western Pacific Housing Inc, a Delaware Corporation

BY:

on Frank, Vice President

BY:

Rick Coop, Vice President

NOTARY SIGNATURE ACKNOWLEDGMENTS

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

}ss.

Christina A. Ciesa,
On July 20,2005 before me, Notary Public personally appeared Jason Frank and Rick Coop,
On personally known to me In proved to me on the basis of satisfactory evidence
to be the persons whose names are subscribed to the within instrument and acknowledged to me that they
executed the same in their authorized capacities, and that by their signatures on the instrument the persons
or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature

CHRISTINA A. CIESLA
Commission # 1336866
Notary Public - California
Los Angeles County
My Comm. Expires Dec 30, 2005

TENNYSON, JR. EXP. 12/31/06 NO. 5983

SURVEYOR'S STATEMENT & CERTIFICATION

I hereby certify that I am a licensed land surveyor of the state of California and that, subject to all the notes and definitions hereof, this CONDOMINIUM PLAN sets forth the boundaries of the land affected by this CONDOMINIUM PLAN, defines the boundaries of Lot 1 and the locations of the modules, UNITS and COMMON AREA within said lot, and that this plan conforms substantially to the airspace boundaries of this CONDOMINIUM project.

Joseph P. Tennyson, Jr.

VS 5983 (Exp. 12/31/06)

7.18 2005

Date

CONDOMINIUM PLAN NOTES AND DEFINITIONS

- 1. "PHASE 2 PROPERTY" shall mean and refer to those certain portions of Lot 1 of Tract No. 5486 in the City of Camarillo, County of Ventura, State of California, more particularly described herein as MODULE 2A, MODULE 2B and MODULE 2S. The PHASE 2 PROPERTY is comprised of (i) CONDOMINIUM UNITS 101 through 118, inclusive, and 182-187, inclusive, located on said MODULE 2A; (ii) ASSOCIATION PROPERTY consisting of MODULE 2A, excluding the CONDOMINIUM UNITS, and MODULE 2S; and (iii) COMMON AREA consisting of MODULE 2B, all as more particularly shown and described herein. The PHASE 2 PROPERTY is located on portions of Lot 1 of Tract Number 5486, which Tract is shown on a map recorded in Book [], Page [] of Miscellaneous Records of Ventura County, California.
- 2. "ASSOCIATION PROPERTY" shall mean and refer to MODULE 2A (excluding the above referenced CONDOMINIUM UNITS), and MODULE 2S, including, without limitation, the land and all IMPROVEMENTS constructed on such Modules.
- 3. "COMMON AREA" shall mean and refer to Module 2B, as shown and described herein.
- 4. "CONDOMINIUM" shall mean an estate in real property as defined in California Civil Code Section 1351(f), and shall consist of an undivided fee simple ownership interest in the COMMON AREA in a Phase of Development, together with a separate ownership interest in fee in a UNIT and all easements appurtenant thereto. The fractional undivided fee simple interest appurtenant to each UNIT in the Phase of Development described in this CONDOMINIUM PLAN shall be an undivided 1/24th interest in the COMMON AREA located in this Phase of Development of the Project to be held by the owners of CONDOMINIUMS in this Phase as tenants in common.
- 5. "CONDOMINIUM PLAN" shall mean and refer to this plan prepared in accordance with the provisions of Sections 1351(e) of the California Civil Code.
- 6. "CONDOMINIUM BUILDING" shall mean and refer to a separate building containing CONDOMINIUM UNITS. Each CONDOMINIUM BUILDING contains either three (3) or six (6) UNITS.
- 7. "DECLARATION" shall mean and refer to that certain "DECLARATION of Covenants, Conditions, and Restrictions, and Reservation of Easements for Wickford at Village at the Park" recorded concurrently herewith, as it may be amended and/or restated from time to time. In the event of any conflict between the DECLARATION and this CONDOMINIUM PLAN, the DECLARATION shall control. All defined terms used in this CONDOMINIUM PLAN, and not

- otherwise defined herein, shall have the meaning prescribed for that term in the DECLARATION.
- 8. "IMPROVEMENTS" shall mean and refer to all structures and appurtenances thereto of every kind, as more full set forth in the DECLARATION.
- 9. "MODULE 2A" shall mean that certain portion of Lot 1 of Tract Number 5486 which is a three dimensional airspace volume bounded by and contained within the following boundaries: The lower vertical boundary extends to the center of the earth; the upper vertical boundary is one thousand three hundred feet (1,300') above mean sea level; and the lateral boundaries are vertical planes at the limits of the horizontal dimensions of said Module as shown herein. MODULE 2A is comprised of Module 2A1, Module 2A2, 24 UNITS and ASSOCIATION PROPERTY.
- 10. "MODULE 2B" shall mean a three-dimensional airspace volume located directly above MODULE 2A and is bounded by and contained within the following boundaries: The upper vertical boundary extends infinitely upwards; the lower vertical boundary is one thousand three hundred feet (1,300') above mean sea level; and the lateral boundaries are vertical planes at the limits of the horizontal dimensions of MODULE 2A. MODULE 2B is comprised of Module 2B1 and Module 2B2.
- 11. "MODULE 2C" shall mean a three-dimensional remainder portion of Lot 1 of Tract Number 5486 as shown and described herein and are bounded by and contained within the following boundaries: the lower vertical boundary of said Module is the center of the earth, the upper vertical boundary of said Module extends infinitely upwards, and the lateral boundaries of said Module are vertical planes at the limits of the horizontal dimensions of said Module as shown herein. MODULE 2C is owned in fee by Declarant, and Declarant intends to record one or more additional Condominium Plans on said Module so as to subdivide them into additional Condominium Units, Association Property, Common Area, and/or other areas.
- 12. "MODULE 2S" shall mean a three-dimensional portion of Lot 1 of Tract
 Number 5486 as shown and described herein and are bounded by and contained
 within the following boundaries: The lower vertical boundary of said MODULE
 2S is the center of the earth, the upper vertical boundary of said Module extends
 infinitely upwards, and the lateral boundaries of said Module are vertical planes at
 the limits of the horizontal dimensions of said MODULE 2S as shown herein.
 MODULE 2S is a private street.
- 13. "UNIT" or "SEPARATE INTEREST" shall mean a SEPARATE INTEREST in space as defined in Section 1351(f) of the Civil Code. Each UNIT or SEPARATE INTEREST shall be a separate free-hold estate, as separately shown,

numbered and designated herein, consisting of a Residential Element, a Garage Element and, if applicable, a Balcony Element, a Patio Element, and/or an Entry Area Element. In interpreting deeds, DECLARATIONS and plans, the existing physical boundaries of the UNIT, or of a UNIT constructed or reconstructed in substantial accordance with the plan as shown herein and the original plans thereof, if such plans are available, shall be conclusively presumed to be its boundaries, rather than the description expressed herein, in the deed or DECLARATION, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries as shown herein or defined in the deed or DECLARATION, and the boundaries of a building as constructed or reconstructed.

Whenever reference is made to a UNIT, such reference is made to the UNIT as a whole, including its Residential Element, its Garage Element and any other Patio Element, Balcony Element or Entry Area Element having the identical number designation as the UNIT.

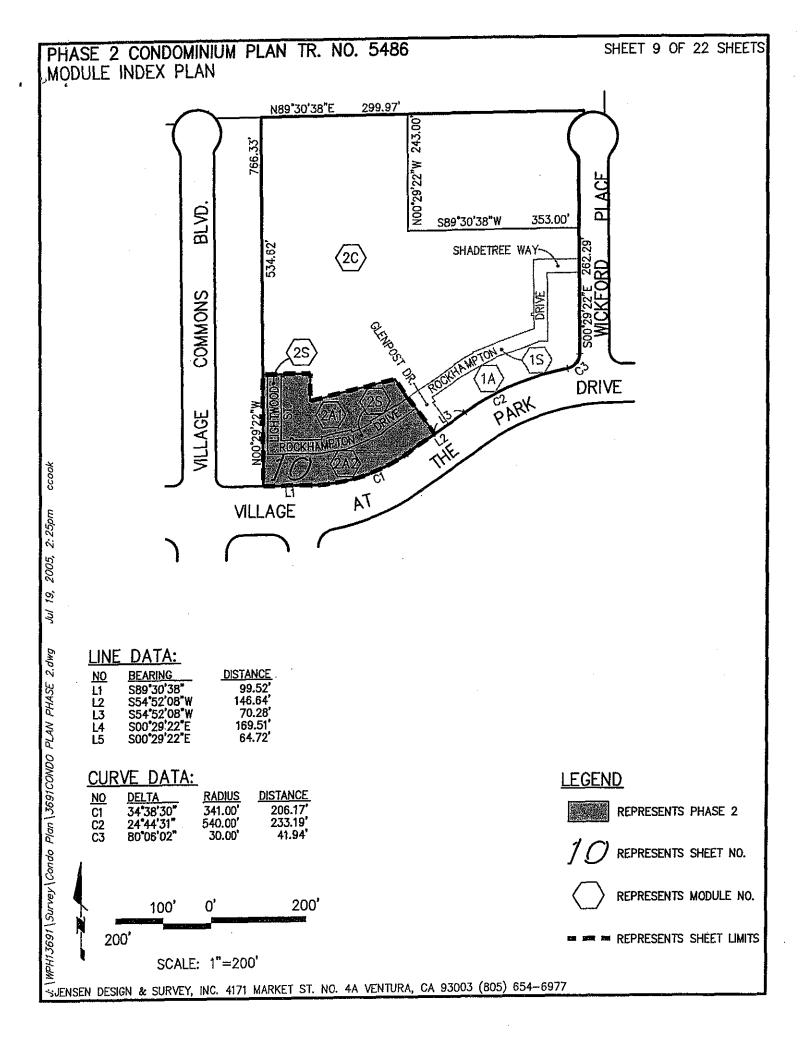
- Residential Element. Each Residential Element is identified herein by the letter "R" and its respective UNIT number, and is an airspace bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors thereof and the interior surfaces of the firebox of the fireplace, if any, extending from the floor to the top of the fireplace. The lower and upper limits of each level of the residential airspace element are horizontal or sloped planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each level of the residential airspace element are vertical planes at the limits of the horizontal dimensions shown herein for each Residential Element. Each UNIT includes both the portion of the building so described and the airspace so encompassed, all windows and doors in said UNIT (including all locks, handles, latches, screens and weatherstripping), any forced air heating unit, any air conditioning compressor, any hot water heater, all built-in appliances and fixtures, any interior staircase, and the firebox portion of any fireplace in the affected UNITS. However, the following are not a part of the UNIT: bearing walls, columns, beams, floors, unfinished roofs, slabs, foundations, landings, reservoirs, tanks, pumps, private on-site sewer laterals and lines, drains, and other central services, pipes, ducts, flues, chutes, conduits, wires, exterior lighting and other utility installations wherever located (except all utility installations and/or outlets thereof when located within the UNITS).
- (b) Garage Element. The Garage Element is identified herein by the letter "G" and its respective CONDOMINIUM UNIT number, and is an airspace bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings and garage door of said element. The lower and upper limits of each Garage Element are horizontal or sloped planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The

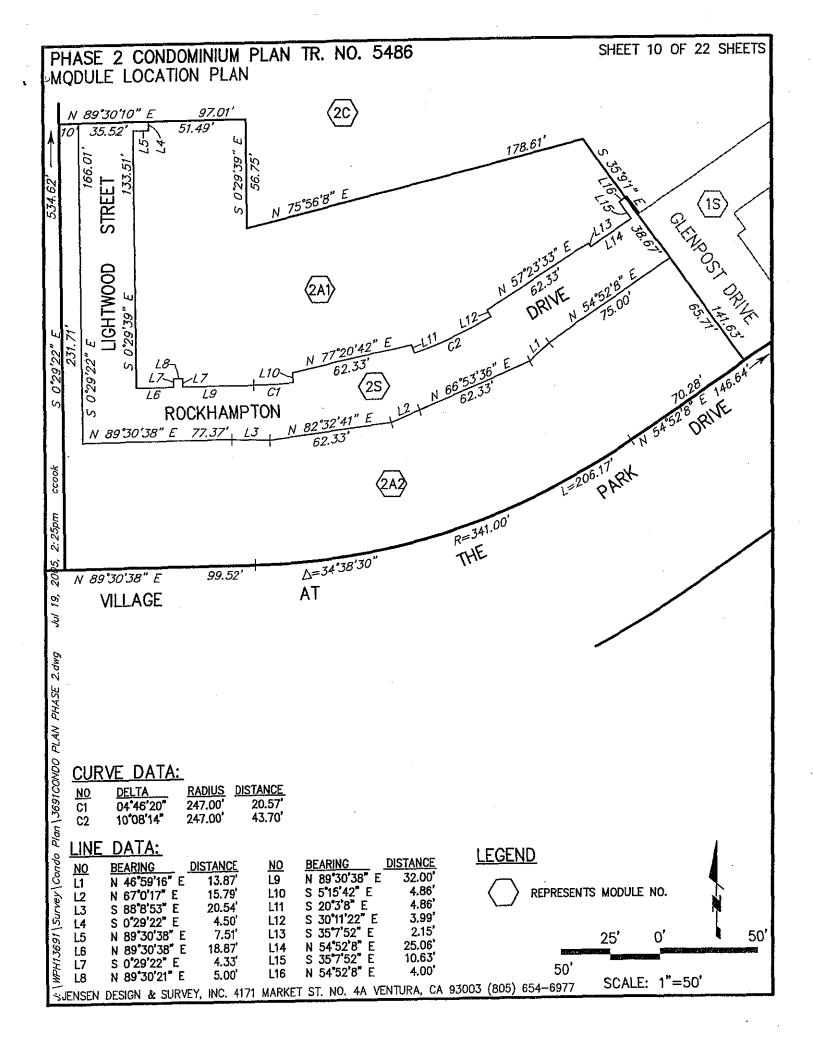
lateral boundaries of each garage airspace element are vertical planes at the limits of the horizontal dimensions shown herein for each Garage Element.

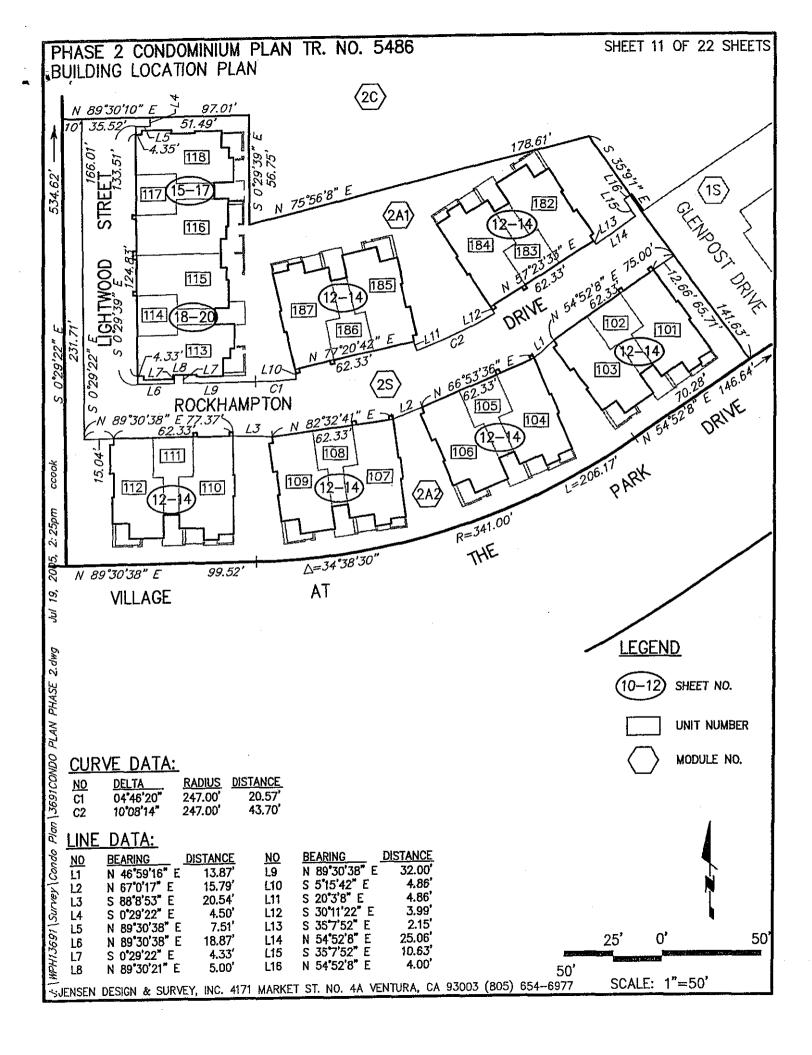
- and its respective CONDOMINIUM UNIT number, and is an airspace bounded by and contained within the exterior finished surfaces of the CONDOMINIUM BUILDING and the interior finished surface of the balcony. The lower and upper limits of each Balcony Element are horizontal planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each Balcony Element shall be as originally constructed, being the exterior finished surfaces of any exterior walls, windows or doors of its appurtenant Residential Element and the interior unfinished surfaces of any railing or wall (if applicable) thereby enclosing said Balcony Element, as more particularly shown and described herein.
- (d) Entry Area Element. The Entry Area Element is identified herein by the letter "E" and its respective CONDOMINIUM UNIT number, and is an airspace bounded by and contained within the exterior finished surfaces of the CONDOMINIUM BUILDING, the interior finished surface of the entry perimeter walls, the projection of the interior finished surface of the entry perimeter wall across the concrete sidewalk at wall opening, the edge of the concrete patios adjoining landscape areas and the front edge of the concrete porches not inside an entry perimeter wall. The lower and upper limits of each Entry Area Element are horizontal planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each Entry Area Element shall be as originally constructed, being vertical planes at the bounds described herein, as more particularly dimensioned herein.
- 14. Presumption of Boundaries. In interpreting this CONDOMINIUM PLAN, the DECLARATION and any instruments of conveyance, the existing physical boundaries of the UNIT, or of a UNIT reconstructed in substantial accordance with this CONDOMINIUM PLAN, shall be conclusively presumed to be its boundaries, rather than the metes and bounds (or other description) expressed in this CONDOMINIUM PLAN, the DECLARATION or any instrument of conveyance, regardless of settling or lateral movement and regardless of minor variances between the boundaries shown herein, in the DECLARATION and/or in any instrument of conveyance, and the actual boundaries of the UNIT.
- 15. Condominium Numbering. The twenty four individual CONDOMINIUM UNITS are numbered as shown herein.
- 16. Intersection of Lines and Ties. All airspace boundary lines and ties intersect either at right angles or at forty-five (45) degree angles, unless otherwise indicated. Tie distances are to the exterior face of the foundation.

- 17. UNIT Dimensions. This CONDOMINIUM PLAN and the dimensions shown herein are intended to conform to California Civil Code Section 1351(e), which requires, in part, with respect to the land and real property described in the above referenced Tract, the inclusion herein of diagrammatic floor plans of the buildings to be built thereon in sufficient detail to identify each UNIT, its relative location and approximate dimensions. Dimensions shown herein are not intended to be sufficiently accurate enough to use for computation of floor area or air space volume encompassed in all or any of the UNITS. The diagrammatic floor plans contained herein intentionally omit information with respect to the internal partitioning within the UNITS. Likewise, such details as protrusions of vents, ducts, beam columns, window casings and other such features into the airspace encompassed by the UNITS as shown are not intended to be reflected in this CONDOMINIUM PLAN.
- 18. Lateral Dimensions. The lateral dimensions of the UNITS are as shown on the Element Dimensions Plans set forth herein.
- 19. Vertical Dimensions. The elevations of the vertical boundaries of the CONDOMINIUM UNITS are as shown on Sheet 21 and depicted on the Vertical Cross Section diagram on Sheet 22.
- 20. Basis of Bearings. The bearing of North 00° 29'22" West, for the centerline of Wickford Place, as shown on the map filed in Book 150 at Page 36 of Miscellaneous Records of said county was used as the basis of bearing for this plan.
- 21. Bench Mark. The elevations shown herein are based locally upon the following: Ventura County Bench Mark No. 75-19 RM1, a brass disk set in the top of curb 0.3 miles easterly along Pleasant Valley Road from it's intersection with Lewis Road, 48.0 feet westerly from the easterly end of a concrete sidewalk and curb, 37.0 feet easterly from a light standard, 30.0 feet northerly from the center of Pleasant Valley Road NGVD 29 elevation: 121.21 feet 21.
- 22. **Applications of Definitions**. Various capitalized words and phrases used herein are defined in the DECLARATION referenced above, and unless the context herein shall otherwise indicate, such words and phrases shall have the same ning herein as is ascribed to them in the DECLARATION.

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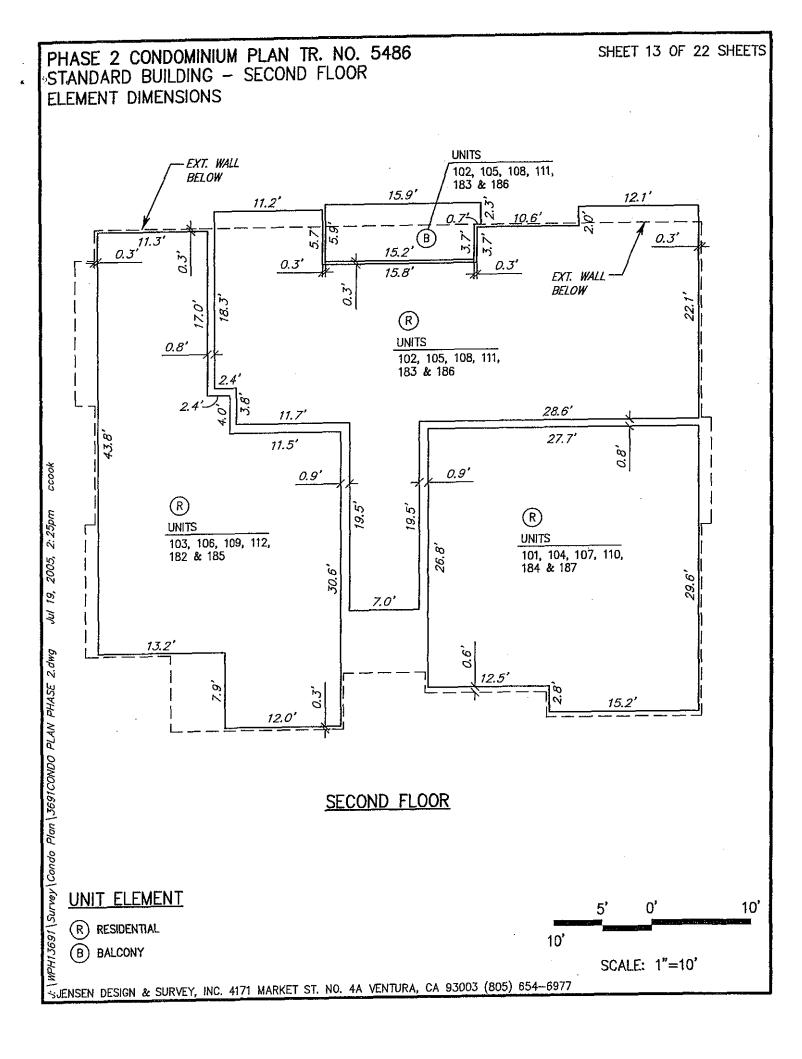


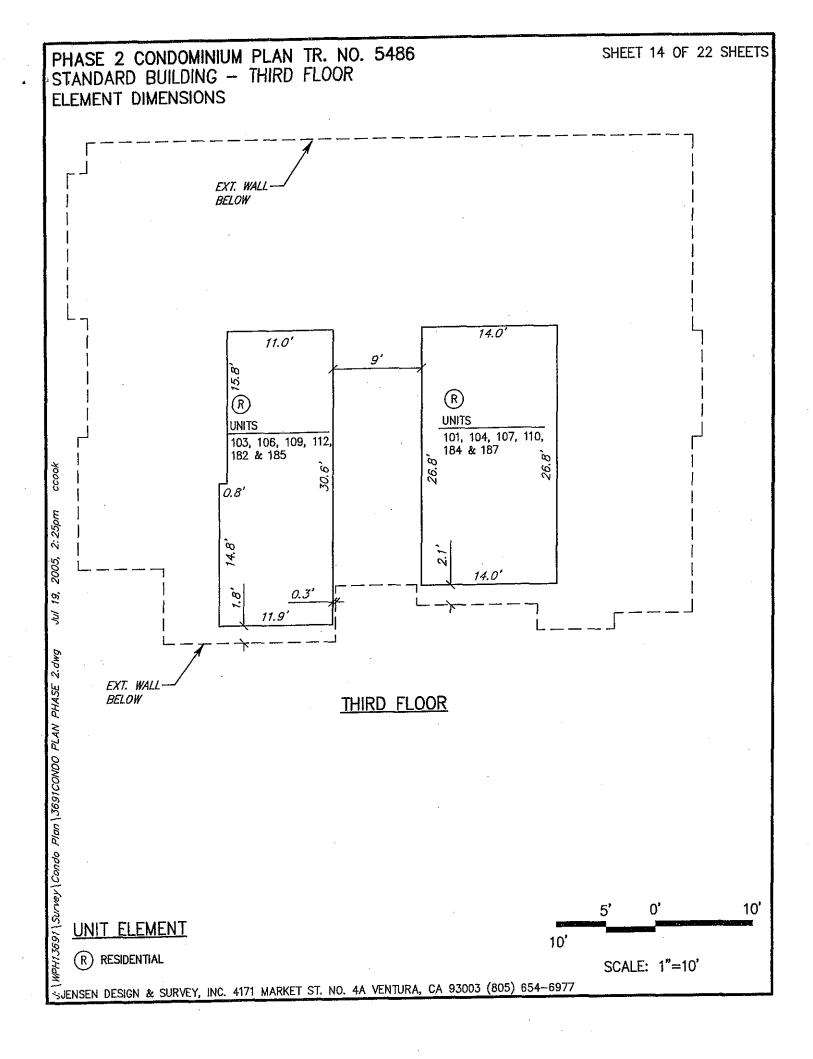
- (G) GARAGE
- (R) RESIDENTIAL

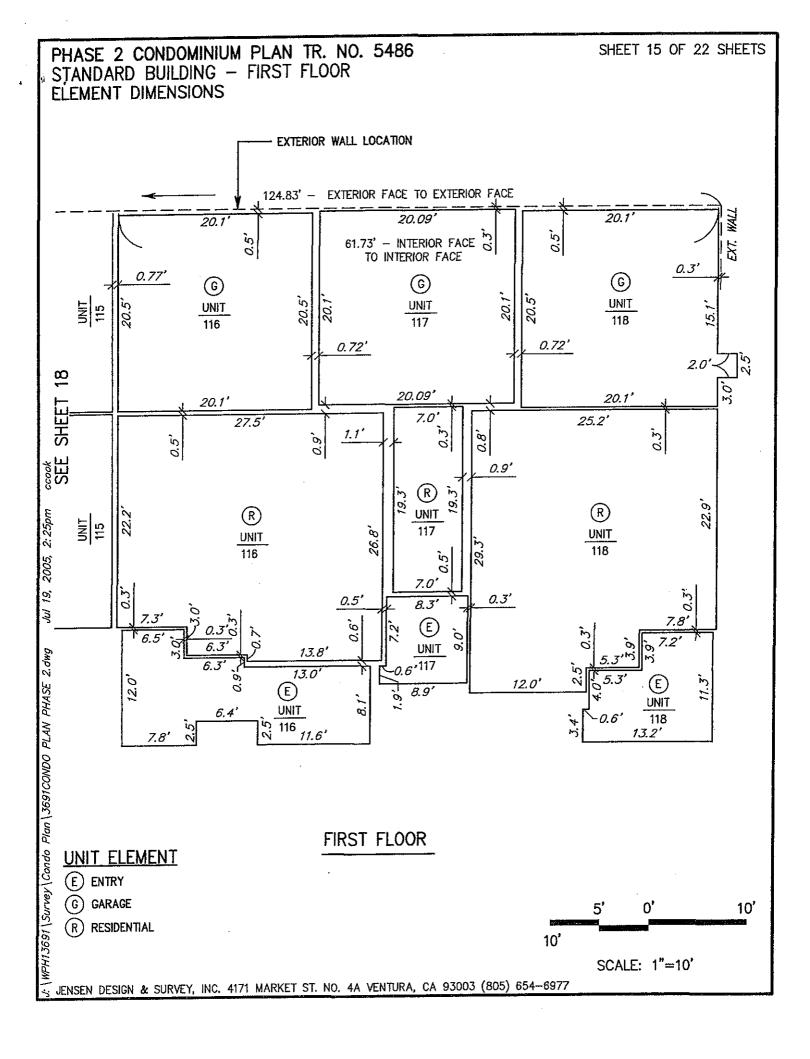
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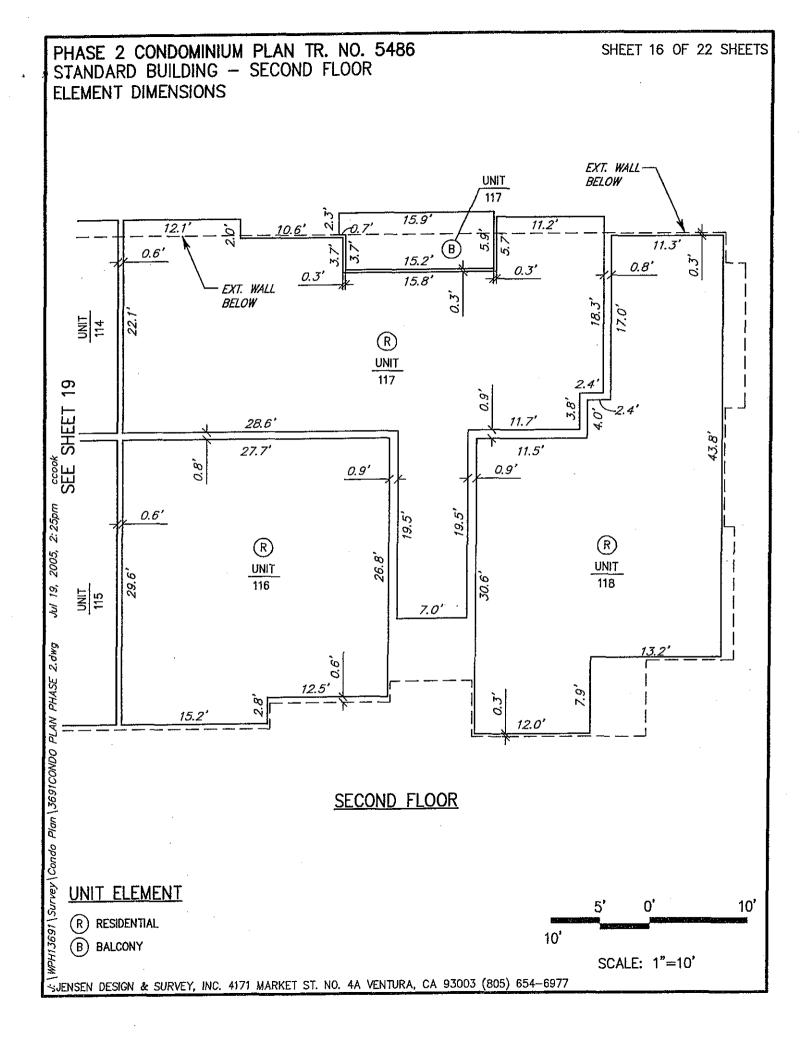
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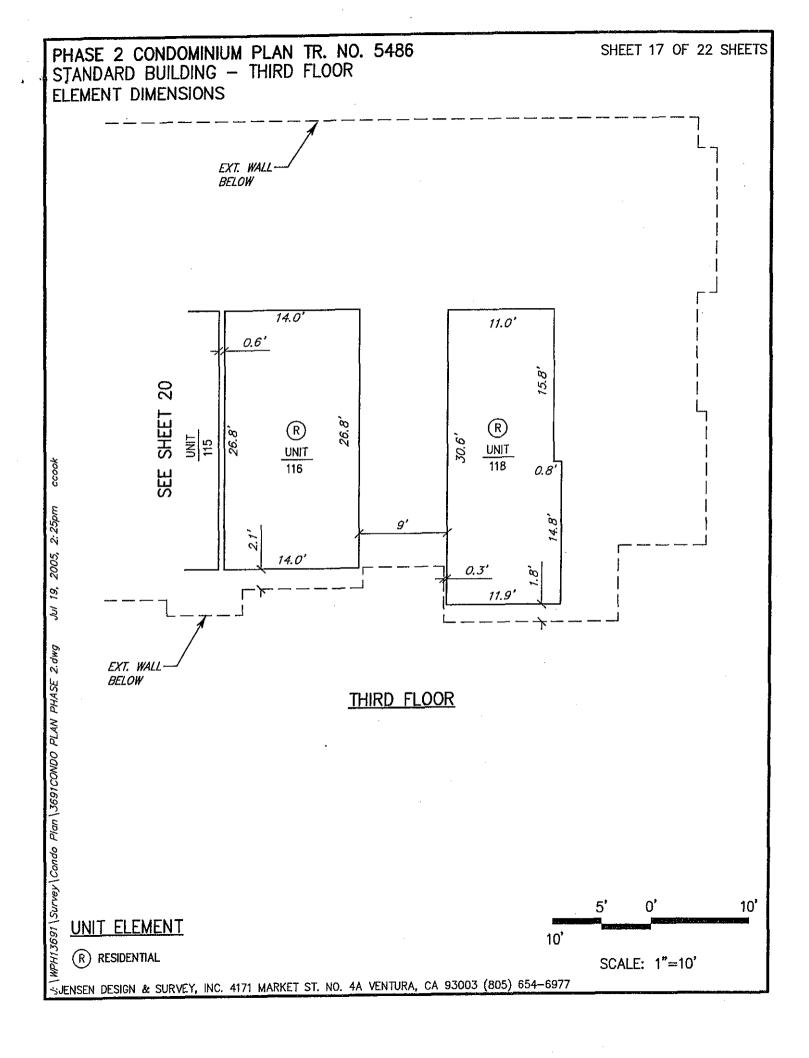
JENSEN DESIGN & SURVEY, INC. 4171 MARKET ST. NO. 4A VENTURA, CA 93003 (805) 654-6977

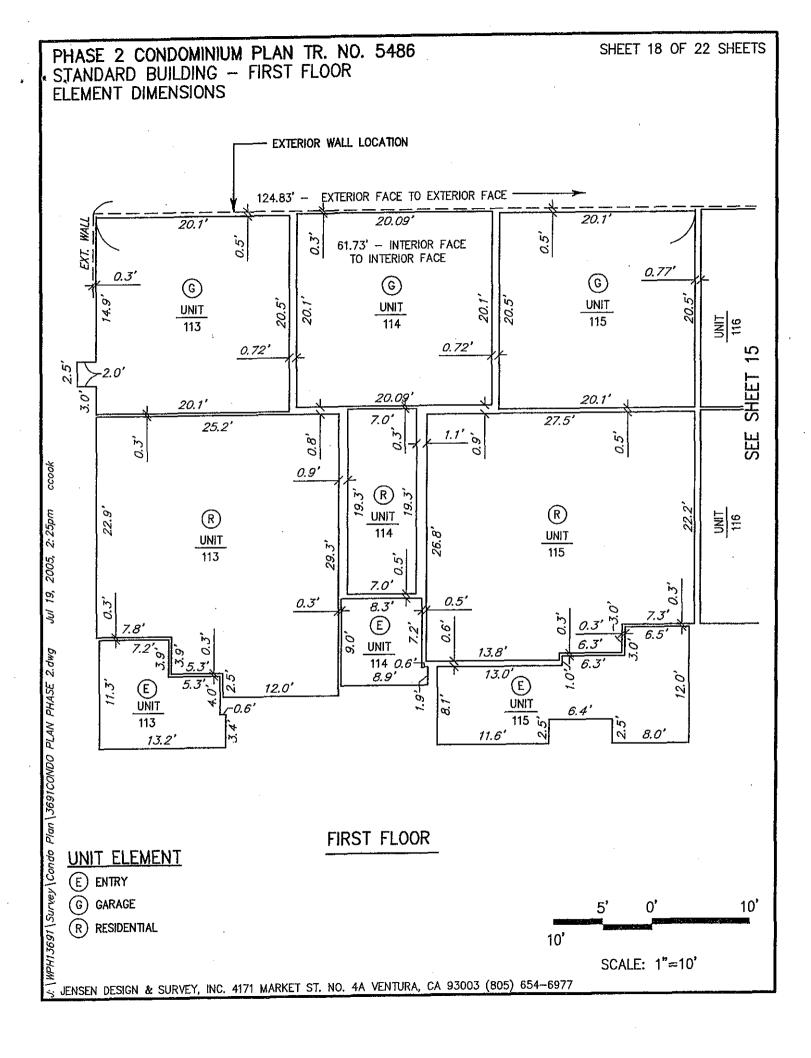


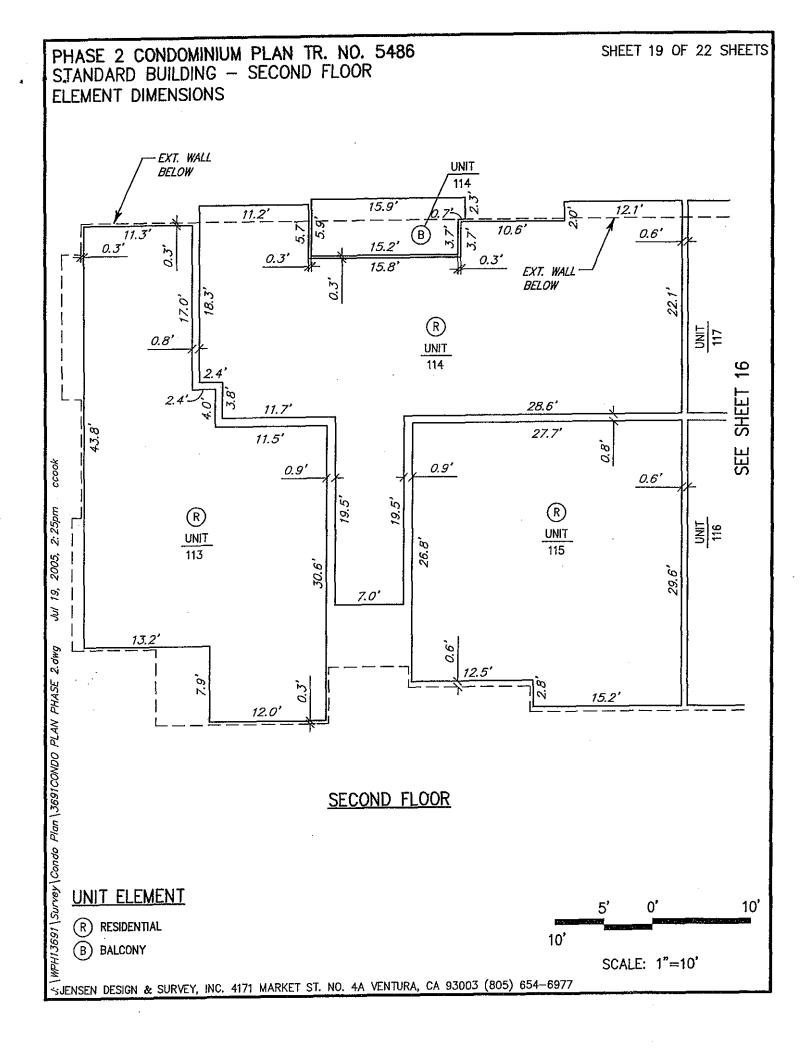


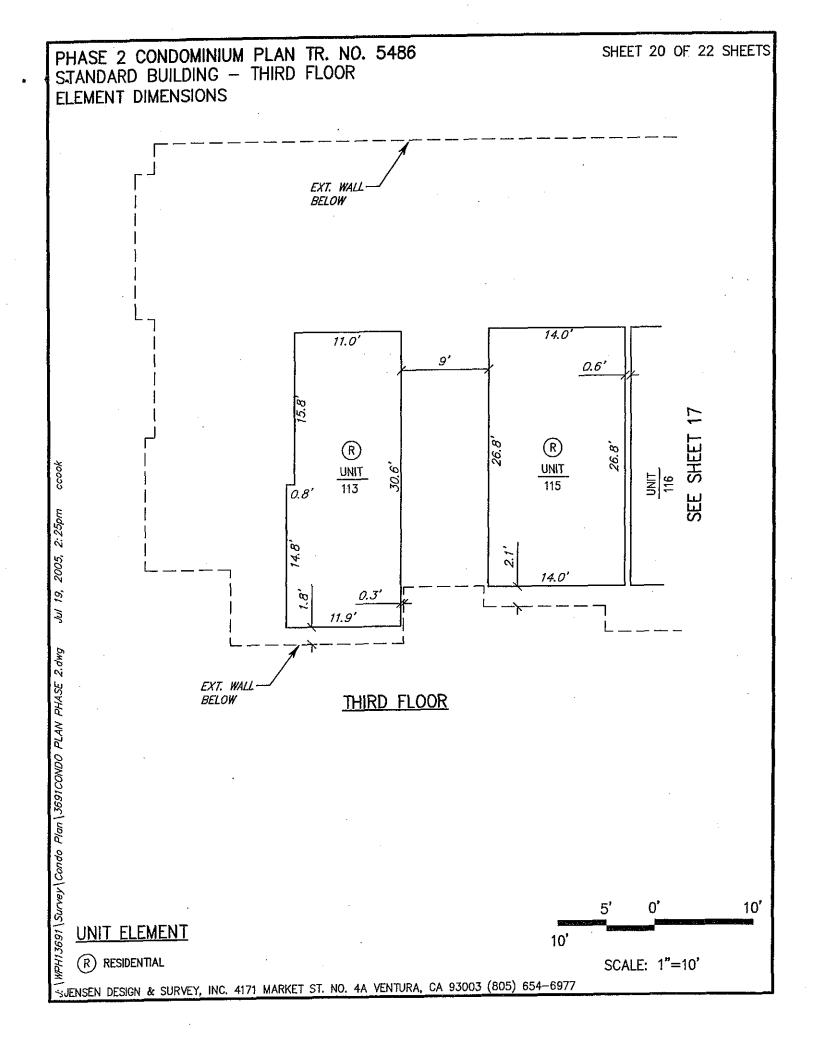










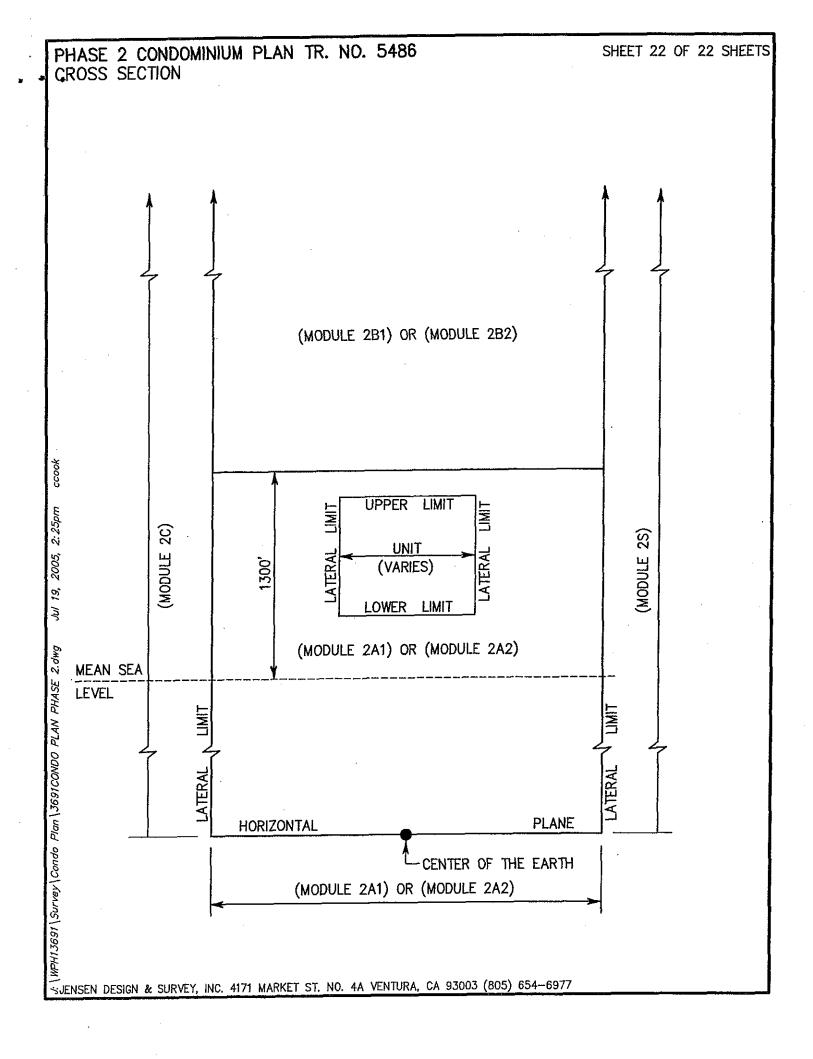


UNIT NO.	LEVEL	FIRST FLOOR	FIRST FLOOR	SECOND FLOOR	THIRD FLOOR
101, 102 AND 103	U.L.	145.23	145.28	155.36	165.44
	LL	135.53	136.20	146.28	156.36
104, 105 AND 106	U.L.	144.13	144.18	154.26	164.34
	LL.	134.43	135.10	145.18	155.26
107, 108 AND 109	U.L.	142.90	142.95	153.03	163.11
	LL	133.20	133.87	143.95	154.03
110, 111 AND 112	U.L.	141.13	141.18	151.26	161.34
	LL.	131.43	132.10	1 4 2.18	152.26
113, 114, 115, 116 117 AND 118	U.L.	141.53	141.58	151.66	161.74
	L.L.	131.83	132.50	142.58	152.66
182, 183 AND 184	U.L.	144.85	144.90	154.98	165.06
	LL	135.15	135.82	145.90	155.98
185, 186 AND 187	IJ.L.	143.26	143.31	153.39	163.47
	L.L.	133.56	134.23	144.31	154.39

LEGEND

- (E) ENTRY
- (R) RESIDENTIAL ELEMENT
- B BALCONY
- (G) GARAGE ELEMENT
- L.L. LOWER LIMIT
- U.L. UPPER LIMIT

SJENSEN DESIGN & SURVEY, INC. 4171 MARKET ST. NO. 4A VENTURA, CA 93003 (805) 654-6977



2

Recording Requested By, And When Recorded, Mail To:

Western Pacific Housing, Inc. 21300 Victory Blvd, Suite 700 Woodland Hills, CA 91367 This is to certify that this is a full, true and correct copy of the original recorded in the office of the County Recorder of Los Angeles County on

as Document No._ CHICAGO TIPLE

By TITLE OFFICER

CONDOMINIUM PLAN
CREATING PURSUANT TO THE GOVERNMENT CODE SECTION 66427
A CONDOMINIUM PLAN FOR

WICKFORD PHASE 3

OVER LOT 1 OF TRACT NO. 5486
IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, CALIFORNIA
AS RECORDED IN BOOK 153 AT PAGE 1 OF MISCELLANEOUS RECORDS
OF VENTURA COUNTY, CALIFORNIA

AND

SHOWING AND DEFINING MODULES, COMMON AREA AND UNITS

OWNERSHIP CERTIFICATE

We, the undersigned, being all parties required by California Civil Code Section 1351(e) to execute this certificate, do hereby consent to the preparation and recordation of the within CONDOMINIUM PLAN pursuant to said section.

Western Pacific Housing Inc., a Delaware Corporation

BY:

Jason Frank, Vice President

BY:

Rick Coop, Vice President

NOTARY SIGNATURE ACKNOWLEDGMENTS

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

On July 20, 2005 before me, Notary Public personally appeared Jason Frank and Rick Coop, personally known to me B-proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons

or the entity upon behalf of which the persons acted, executed the instrument.

}ss.

WITNESS my hand and official seal.



SURVEYOR'S STATEMENT & CERTIFICATION

I hereby certify that I am a licensed land surveyor of the state of California and that, subject to all the notes and definitions hereof, this CONDOMINIUM PLAN sets forth the boundaries of the land affected by this CONDOMINIUM PLAN, defines the boundaries of Lot 1 and the locations of the modules, UNITS and COMMON AREA within said lot, and that this plan conforms substantially to the airspace boundaries of this CONDOMINIUM project.

(Exp. 12/31/06)

JOSEPH P. TENNYSON, JR. EXP. 12/31/06 NO. 5983

CONDOMINIUM PLAN NOTES AND DEFINITIONS

- 1. "PHASE 3 PROPERTY" shall mean and refer to those certain portions of Lot 1 of Tract No. 5486 in the City of Camarillo, County of Ventura, State of California, more particularly described herein as MODULE 3A, MODULE 3B and MODULE 3S. The PHASE 3 PROPERTY is comprised of (i) CONDOMINIUM UNITS 221 through 238, inclusive, located on said MODULE 3A; (ii) ASSOCIATION PROPERTY consisting of MODULE 3A, excluding the CONDOMINIUM UNITS, and MODULE 3S; and (iii) COMMON AREA consisting of MODULE 3B, all as more particularly shown and described herein. The PHASE 3 PROPERTY is located on portions of Lot 1 of Tract Number 5486, which Tract is shown on a map recorded in Book [], Page [] of Miscellaneous Records of Ventura County, California.
- 2. "ASSOCIATION PROPERTY" shall mean and refer to MODULE 3A (excluding the above referenced CONDOMINIUM UNITS), and MODULE 3S, including, without limitation, the land and all IMPROVEMENTS constructed on such Modules.
- 3. "COMMON AREA" shall mean and refer to MODULE 3B, as shown and described herein.
- 4. "CONDOMINIUM" shall mean an estate in real property as defined in California Civil Code Section 1351(f), and shall consist of an undivided fee simple ownership interest in the COMMON AREA in a Phase of Development, together with a separate ownership interest in fee in a UNIT and all easements appurtenant thereto. The fractional undivided fee simple interest appurtenant to each UNIT in the Phase of Development described in this CONDOMINIUM PLAN shall be an undivided 1/18th interest in the COMMON AREA located in this Phase of Development of the Project to be held by the owners of CONDOMINIUMS in this Phase as tenants in common.
- 5. "CONDOMINIUM PLAN" shall mean and refer to this plan prepared in accordance with the provisions of Sections 1351(e) of the California Civil Code.
- 6. "CONDOMINIUM BUILDING" shall mean and refer to a separate building containing CONDOMINIUM UNITS. Each CONDOMINIUM BUILDING contains either three (3) or six (6) UNITS.
- 7. "DECLARATION" shall mean and refer to that certain "DECLARATION of Covenants, Conditions, and Restrictions, and Reservation of Easements for Wickford at Village at the Park" recorded concurrently herewith, as it may be amended and/or restated from time to time. In the event of any conflict between the DECLARATION and this CONDOMINIUM PLAN, the DECLARATION shall control. All defined terms used in this CONDOMINIUM PLAN, and not

- otherwise defined herein, shall have the meaning prescribed for that term in the DECLARATION.
- 8. "IMPROVEMENTS" shall mean and refer to all structures and appurtenances thereto of every kind, as more full set forth in the DECLARATION.
- 9. "MODULE 3A" shall mean that certain portion of Lot 1 of Tract Number 5486 which is a three dimensional airspace volume bounded by and contained within the following boundaries: The lower vertical boundary extends to the center of the earth; the upper vertical boundary is one thousand three hundred feet (1,300') above mean sea level; and the lateral boundaries are vertical planes at the limits of the horizontal dimensions of said Module as shown herein. MODULE 3A is comprised of 18 UNITS and ASSOCIATION PROPERTY.
- 10. "MODULE 3B" shall mean a three-dimensional airspace volume located directly above MODULE 3A and is bounded by and contained within the following boundaries: The upper vertical boundary extends infinitely upwards; the lower vertical boundary is one thousand three hundred feet (1,300') above mean sea level; and the lateral boundaries are vertical planes at the limits of the horizontal dimensions of MODULE 3A.
- 11. "MODULE 3C" shall mean a three-dimensional remainder portion of Lot 1 of Tract Number 5486 as shown and described herein and are bounded by and contained within the following boundaries: the lower vertical boundary of said Module is the center of the earth, the upper vertical boundary of said Module extends infinitely upwards, and the lateral boundaries of said Module are vertical planes at the limits of the horizontal dimensions of said Module as shown herein. MODULE 3C is owned in fee by Declarant, and Declarant intends to record one or more additional condominium plans on said Module so as to subdivide them into additional Condominium UNITS, Association Property, Common Area, and/or other areas.
- 12. "MODULE 3S" shall mean a three-dimensional portion of Lot 1 of Tract
 Number 5486 as shown and described herein and are bounded by and contained
 within the following boundaries: The lower vertical boundary of said MODULE
 3S is the center of the earth, the upper vertical boundary of said Module extends
 infinitely upwards, and the lateral boundaries of said Module are vertical planes at
 the limits of the horizontal dimensions of said MODULE 3S as shown herein.
 MODULE 3S is a private street.
- 13. "UNIT" or "SEPARATE INTEREST" shall mean a SEPARATE INTEREST in space as defined in Section 1351(f) of the Civil Code. Each UNIT or SEPARATE INTEREST shall be a separate free-hold estate, as separately shown, numbered and designated herein, consisting of a Residential Element, a Garage Element and, if applicable, a Balcony Element, a Patio Element, and/or an Entry

Area Element. In interpreting deeds, DECLARATIONS and plans, the existing physical boundaries of the UNIT, or of a UNIT constructed or reconstructed in substantial accordance with the plan as shown herein and the original plans thereof, if such plans are available, shall be conclusively presumed to be its boundaries, rather than the description expressed herein, in the deed or DECLARATION, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries as shown herein or defined in the deed or DECLARATION, and the boundaries of a building as constructed or reconstructed.

Whenever reference is made to a UNIT, such reference is made to the UNIT as a whole, including its Residential Element, its Garage Element and any other Patio Element, Balcony Element or Entry Area Element having the identical number designation as the UNIT.

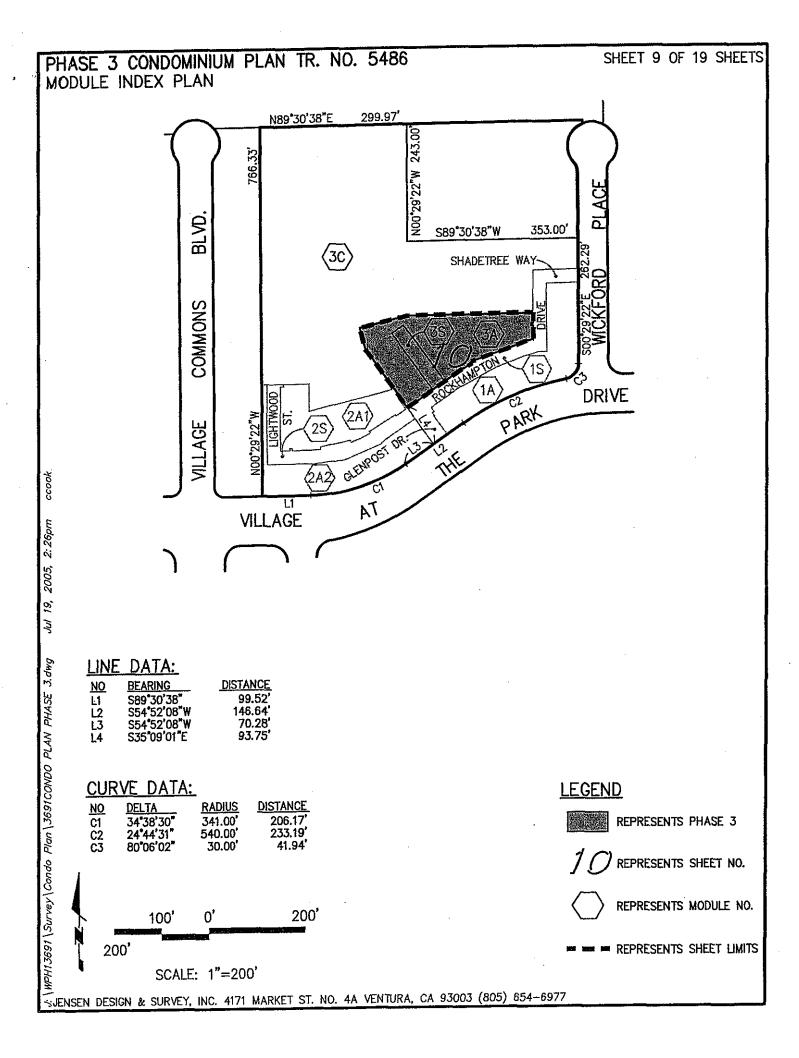
- (a) Residential Element. Each Residential Element is identified herein by the letter "R" and its respective UNIT number, and is an airspace bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors thereof and the interior surfaces of the firebox of the fireplace, if any, extending from the floor to the top of the fireplace. The lower and upper limits of each level of the residential airspace element are horizontal or sloped planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each level of the residential airspace element are vertical planes at the limits of the horizontal dimensions shown herein for each Residential Element. Each UNIT includes both the portion of the building so described and the airspace so encompassed, all windows and doors in said UNIT (including all locks, handles, latches, screens and weatherstripping), any forced air heating unit, any air conditioning compressor, any hot water heater, all built-in appliances and fixtures, any interior staircase, and the firebox portion of any fireplace in the affected UNITS. However, the following are not a part of the UNIT: bearing walls, columns, beams, floors, unfinished roofs, slabs, foundations, landings, reservoirs, tanks, pumps, private on-site sewer laterals and lines, drains, and other central services, pipes, ducts, flues, chutes, conduits, wires, exterior lighting and other utility installations wherever located (except all utility installations and/or outlets thereof when located within the UNITS).
- (b) Garage Element. The Garage Element is identified herein by the letter "G" and its respective CONDOMINIUM UNIT number, and is an airspace bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings and garage door of said element. The lower and upper limits of each Garage Element are horizontal or sloped planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The

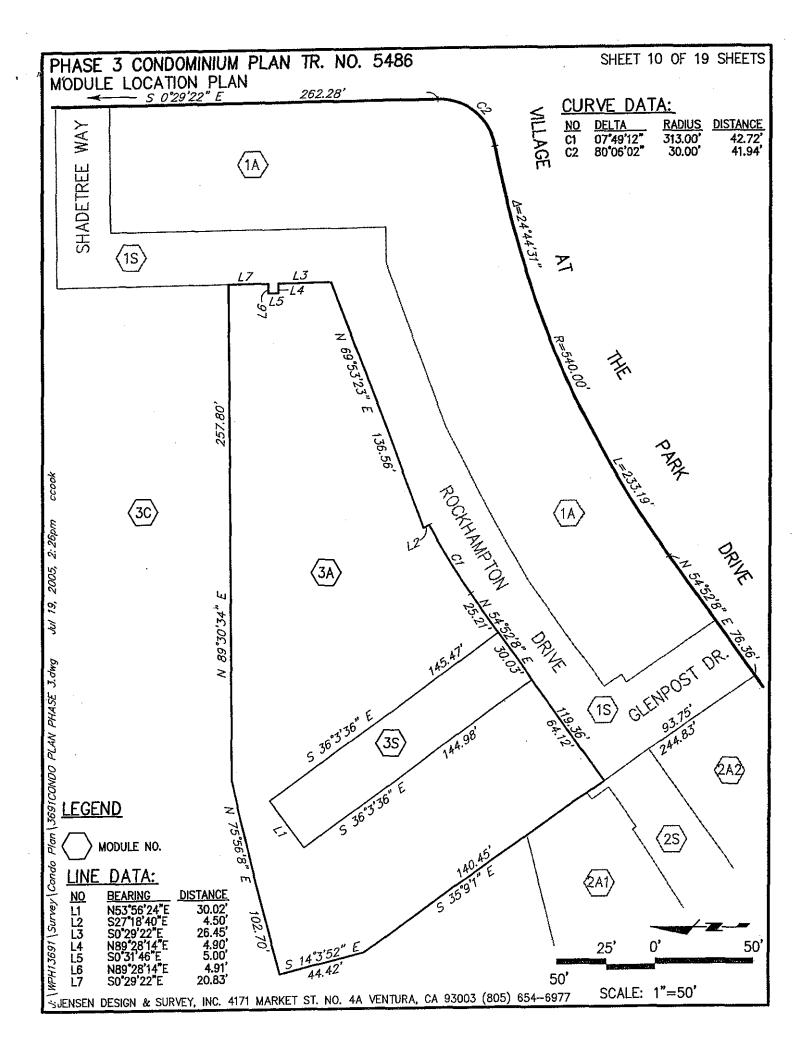
lateral boundaries of each garage airspace element are vertical planes at the limits of the horizontal dimensions shown herein for each Garage Element.

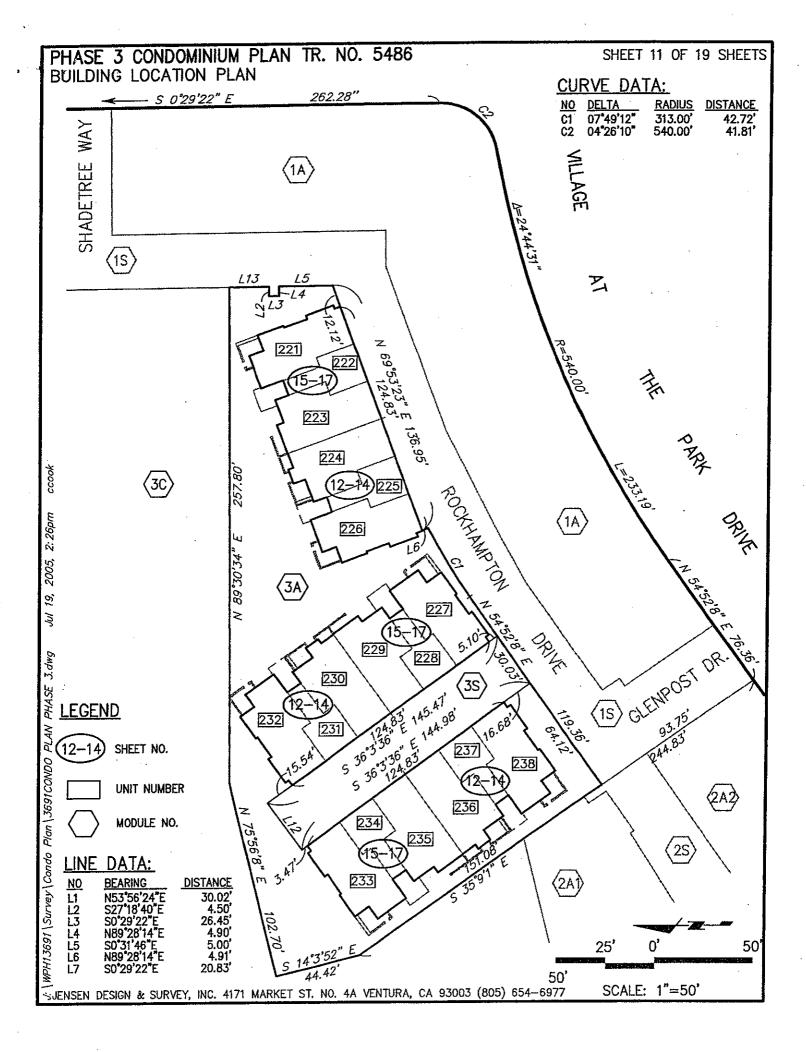
- and its respective CONDOMINIUM UNIT number, and is an airspace bounded by and contained within the exterior finished surfaces of the CONDOMINIUM BUILDING and the interior finished surface of the balcony. The lower and upper limits of each Balcony Element are horizontal planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each Balcony Element shall be as originally constructed, being the exterior finished surfaces of any exterior walls, windows or doors of its appurtenant Residential Element and the interior unfinished surfaces of any railing or wall (if applicable) thereby enclosing said Balcony Element, as more particularly shown and described herein.
- (d) Entry Area Element. The Entry Area Element is identified herein by the letter "E" and its respective CONDOMINIUM UNIT number, and is an airspace bounded by and contained within the exterior finished surfaces of the CONDOMINIUM BUILDING, the interior finished surface of the entry perimeter walls, the projection of the interior finished surface of the entry perimeter wall across the concrete sidewalk at wall opening, the edge of the concrete patios adjoining landscape areas and the front edge of the concrete porches not inside an entry perimeter wall. The lower and upper limits of each Entry Area Element are horizontal planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each Entry Area Element shall be as originally constructed, being vertical planes at the bounds described herein, as more particularly dimensioned herein.
- 14. Presumption of Boundaries. In interpreting this CONDOMINIUM PLAN, the DECLARATION and any instruments of conveyance, the existing physical boundaries of the UNIT, or of a UNIT reconstructed in substantial accordance with this CONDOMINIUM PLAN, shall be conclusively presumed to be its boundaries, rather than the metes and bounds (or other description) expressed in this CONDOMINIUM PLAN, the DECLARATION or any instrument of conveyance, regardless of settling or lateral movement and regardless of minor variances between the boundaries shown herein, in the DECLARATION and/or in any instrument of conveyance, and the actual boundaries of the UNIT.
- 15. **CONDOMINIUM Numbering**. The **eighteen** individual CONDOMINIUM UNITS are numbered as shown herein.
- 16. Intersection of Lines and Ties. All airspace boundary lines and ties intersect either at right angles or at forty-five (45) degree angles, unless otherwise indicated. Tie distances are to the exterior face of the foundation.

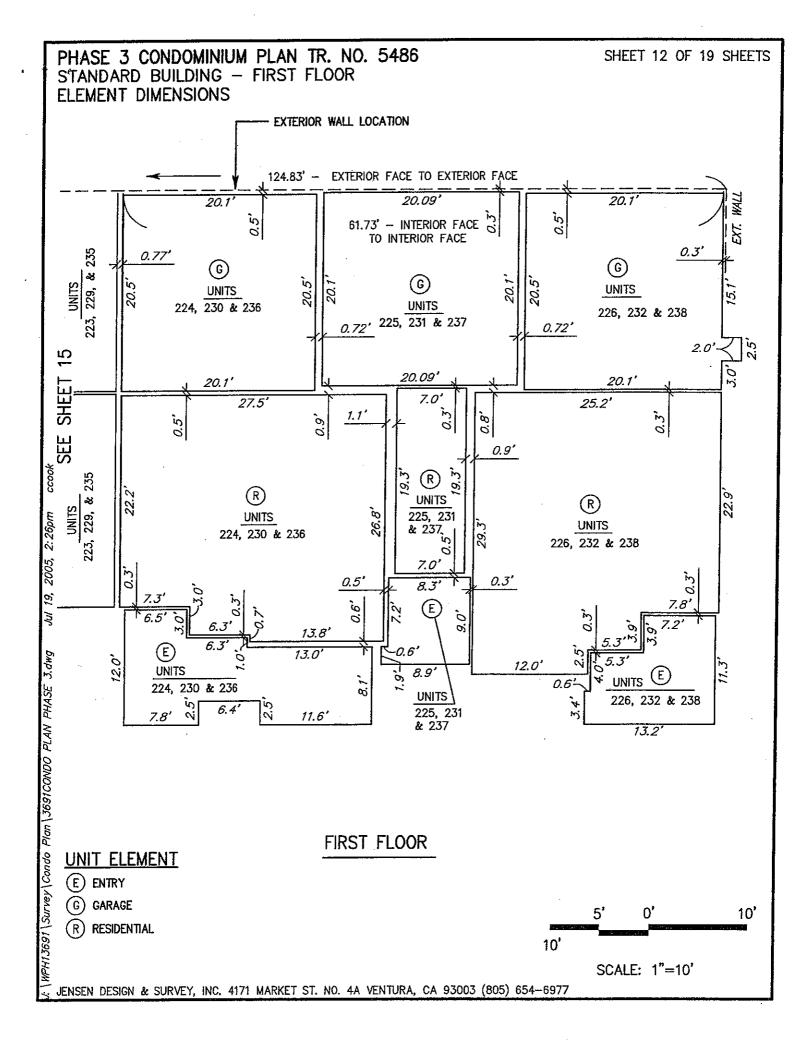
- 17. UNIT Dimensions. This CONDOMINIUM PLAN and the dimensions shown herein are intended to conform to California Civil Code Section 1351(e), which requires, in part, with respect to the land and real property described in the above referenced Tract, the inclusion herein of diagrammatic floor plans of the buildings to be built thereon in sufficient detail to identify each UNIT, its relative location and approximate dimensions. Dimensions shown herein are not intended to be sufficiently accurate enough to use for computation of floor area or air space volume encompassed in all or any of the UNITS. The diagrammatic floor plans contained herein intentionally omit information with respect to the internal partitioning within the UNITS. Likewise, such details as protrusions of vents, ducts, beam columns, window casings and other such features into the airspace encompassed by the UNITS as shown are not intended to be reflected in this CONDOMINIUM PLAN.
- 18. Lateral Dimensions. The lateral dimensions of the UNITS are as shown on the Element Dimensions Plans set forth herein.
- 19. Vertical Dimensions. The elevations of the vertical boundaries of the CONDOMINIUM UNITS are as shown on Sheet 18 and depicted on the Vertical Cross Section diagram on Sheet 19.
- 20. Basis of Bearings. The bearing of North 00° 29'22" West, for the centerline of Wickford Place, as shown on the map filed in Book 150 at Page 36 of Miscellaneous Records of said county was used as the basis of bearing for this plan.
- 21. Bench Mark. The elevations shown herein are based locally upon the following: Ventura County Bench Mark No. 75-19 RM1, a brass disk set in the top of curb 0.3 miles easterly along Pleasant Valley Road from it's intersection with Lewis Road, 48.0 feet westerly from the easterly end of a concrete sidewalk and curb, 37.0 feet easterly from a light standard, 30.0 feet northerly from the center of Pleasant Valley Road NGVD 29 elevation: 121.21 feet 21.
- 22. **Applications of Definitions**. Various capitalized words and phrases used herein are defined in the DECLARATION referenced above, and unless the context herein shall otherwise indicate, such words and phrases shall have the same meaning herein as is ascribed to them in the DECLARATION.

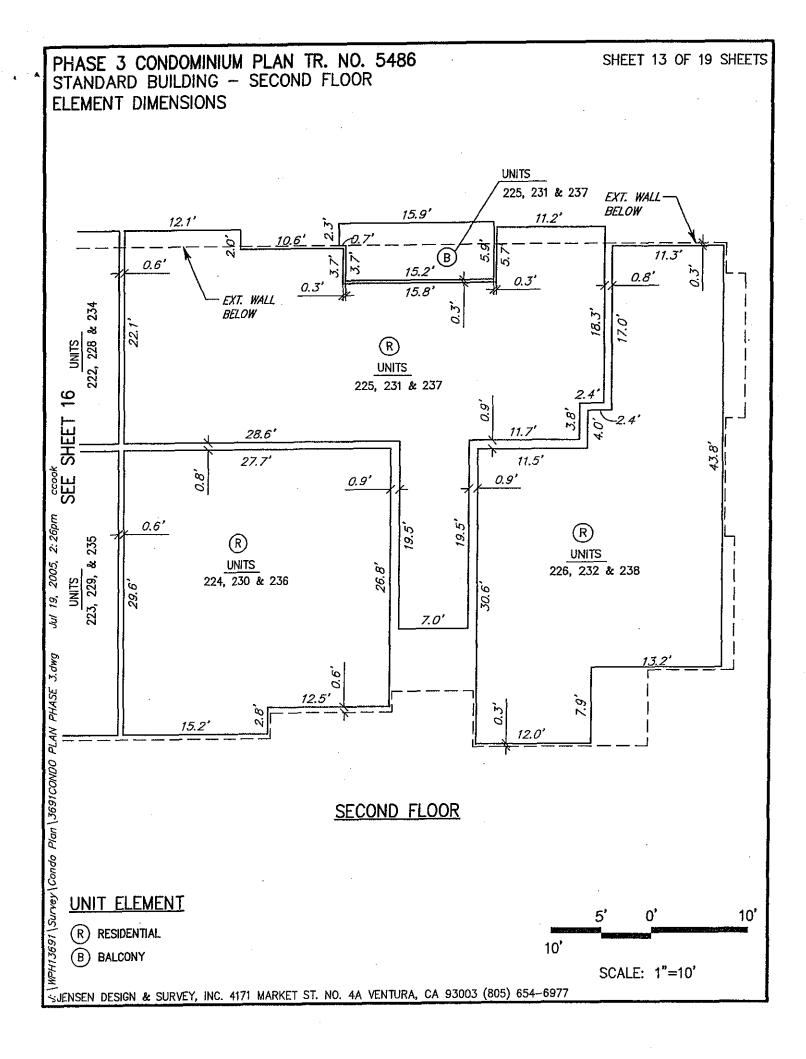
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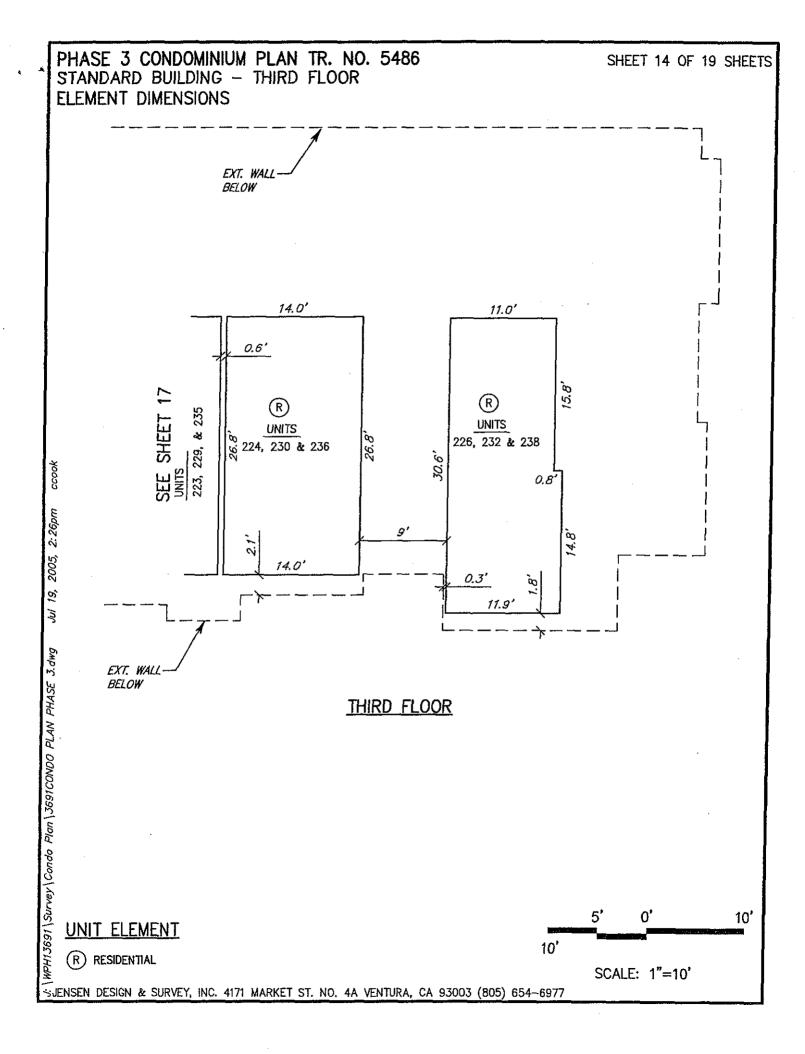


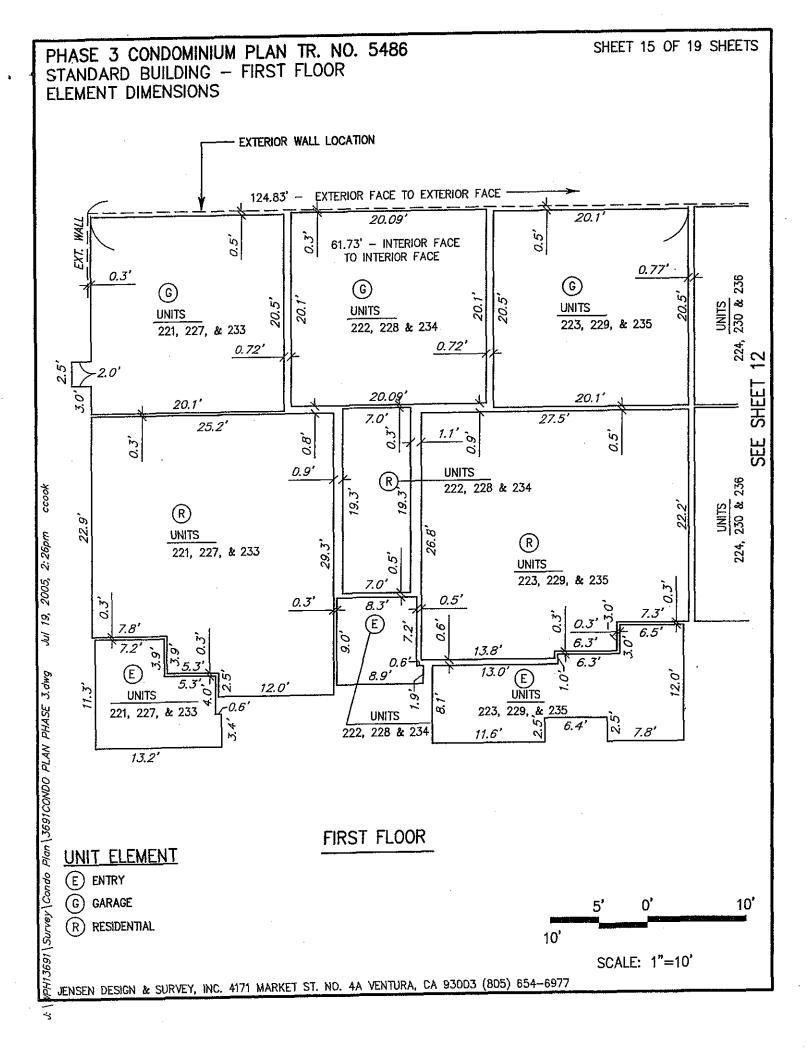


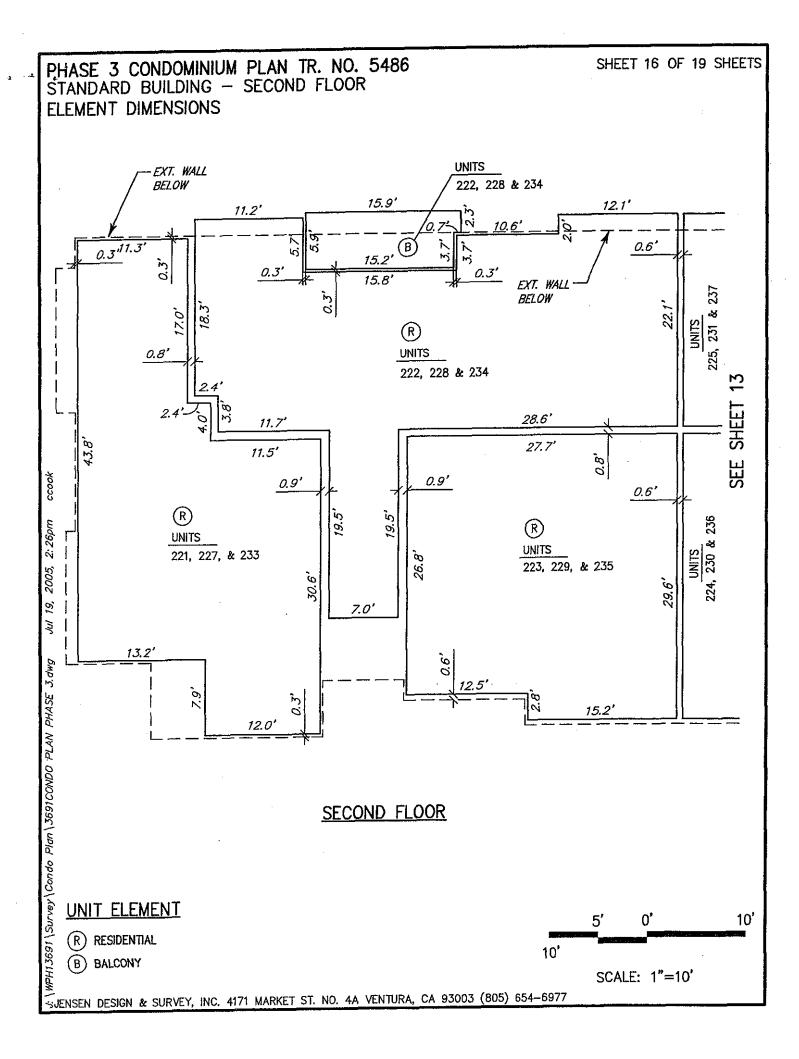


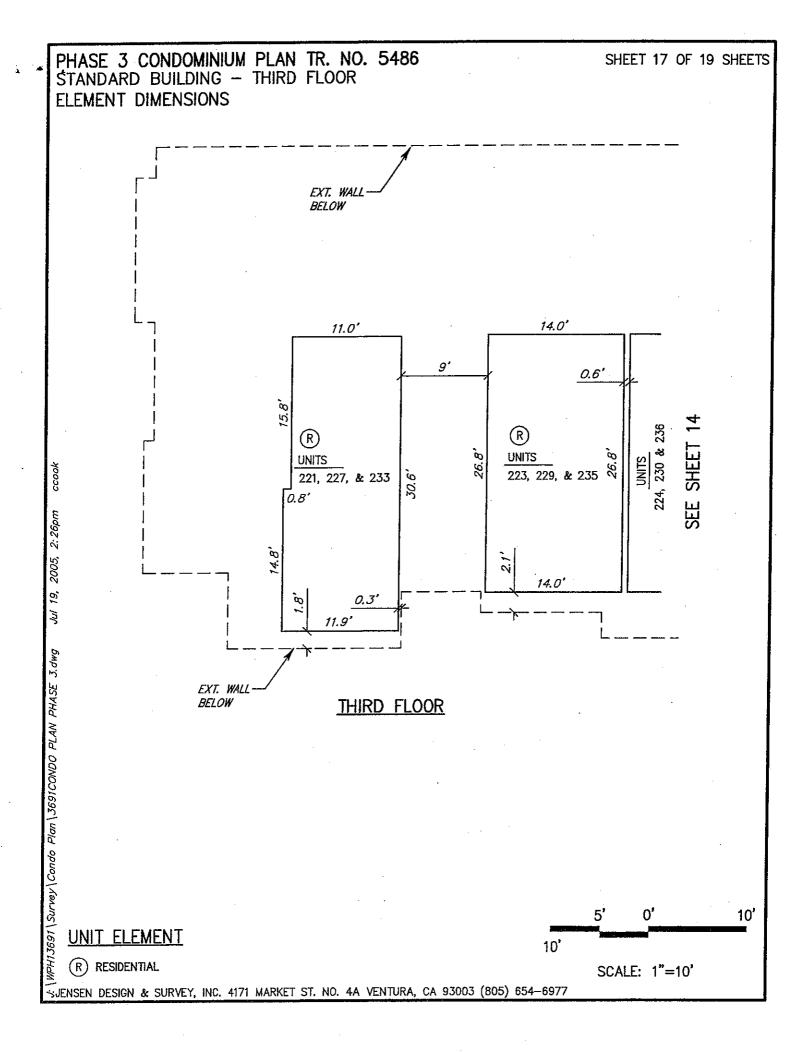












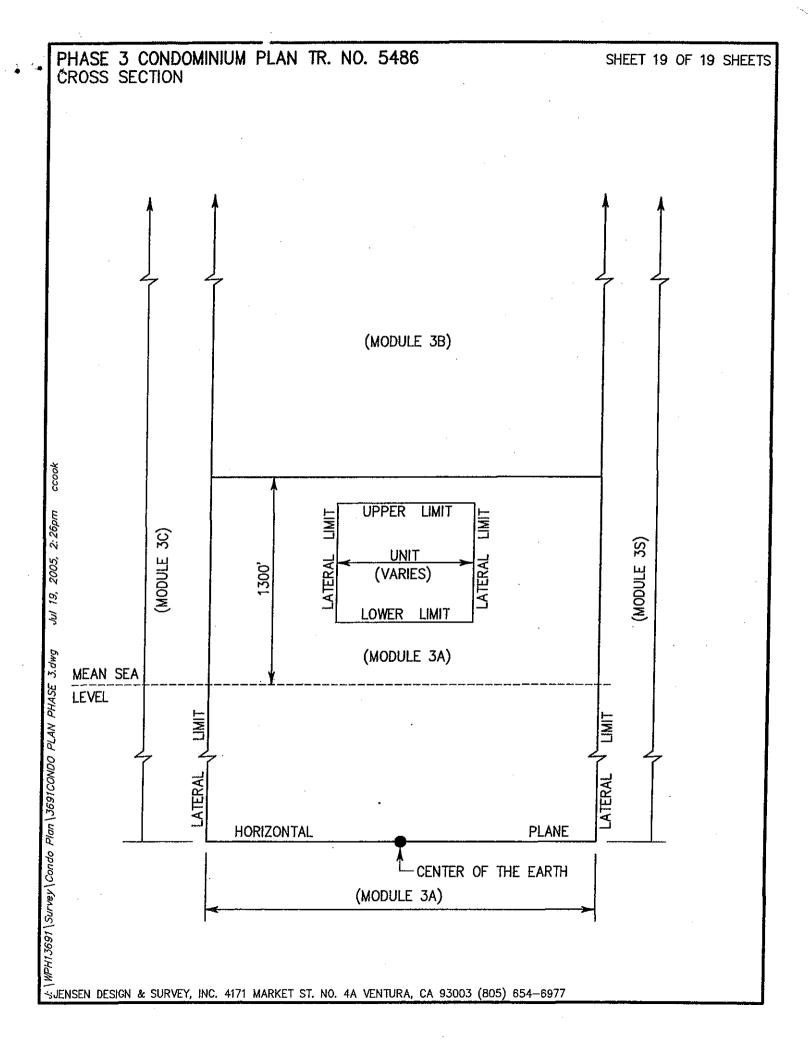
UNIT NO.	LEVEL	FIRST FLOOR	FIRST FLOOR	SECOND FLOOR	THIRD FLOOR
221, 222, 223, 224, 225 AND 226	U.L.	144.50	143.83	153.91	163.99
	LL	134.80	134.75	144.83	154.91
227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237 AND 238	U.L.	144.53	144.58	154.66	164.74
	LL.	134.83	135.50	145.58	155.66

LEGEND

Jul 19, 2005, 2:26pm

- (E) ENTRY
- (R) RESIDENTIAL ELEMENT
- (B) BALCONY
- (G) GARAGE ELEMENT
- L.L. LOWER LIMIT
- U.L. UPPER LIMIT

WPH13691\Survey\Condo Plan\3691CONDO PLAN PHASE 3.6wg SJENSEN DESIGN & SURVEY, INC. 4171 MARKET ST. NO. 4A VENTURA, CA 93003 (805) 654-6977



Recording Requested By, And When Recorded, Mail To:

Western Pacific Housing, Inc. 21300 Victory Blvd, Suite 700 Woodland Hills, CA 91367 This is to certify that this is a full, true and correct copy of the original recorded in the office of the County Recorder of Los Angeles County on 2 2005

as Document 140. 05 - 18 94 89

CHICAGO FITLE

CONDOMINIUM PLAN
CREATING PURSUANT TO THE GOVERNMENT CODE SECTION 66427
A CONDOMINIUM PLAN FOR

WICKFORD PHASE 4

OVER LOT 1 OF TRACT NO. 5486
IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, CALIFORNIA
AS RECORDED IN BOOK 153 AT PAGE 1 OF MISCELLANEOUS RECORDS
OF VENTURA COUNTY, CALIFORNIA

AND

SHOWING AND DEFINING MODULES, COMMON AREA AND UNITS

OWNERSHIP CERTIFICATE

We, the undersigned, being all parties required by California Civil Code Section 1351(e) to execute this certificate, do hereby consent to the preparation and recordation of the within CONDOMINIUM PLAN pursuant to said section.

Western Pagific Housing Inc, a Delaware Corporation

BY: COO SW VICE President

Rick Coop, Vice President

NOTARY SIGNATURE ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss.

Christina A. (iesla,
On July 20, 2005 before me, Notary Public personally appeared Jason Frank and Rick Coop,

personally known to me proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Mustina A. Custa



TENNYSON, JR. EXP. 12/31/06

SURVEYOR'S STATEMENT & CERTIFICATION

I hereby certify that I am a licensed land surveyor of the state of California and that, subject to all the notes and definitions hereof, this CONDOMINIUM PLAN sets forth the boundaries of the land affected by this CONDOMINIUM PLAN, defines the boundaries of Lot 1 and the locations of the modules, UNITS and COMMON AREA within said lot, and that this plan conforms substantially to the airspace boundaries of this CONDOMINIUM project.

Joseph P. Tennyson, Jr.

LS 5983 (Exp. 12/31/06)

<u>J.18 sooz</u>

Sheet 2 of 21 sheets

CONDOMINIUM PLAN NOTES AND DEFINITIONS

- 1. "PHASE 4 PROPERTY" shall mean and refer to those certain portions of Lot 1 of Tract No. 5486 in the City of Camarillo, County of Ventura, State of California, more particularly described herein as MODULE 4A, MODULE 4B and MODULE 4S. The PHASE 4 PROPERTY is comprised of (i) CONDOMINIUM UNITS 119 through 133, inclusive, and 188 through 196, inclusive, located on said MODULE 4A; (ii) ASSOCIATION PROPERTY consisting of MODULE 4A, excluding the CONDOMINIUM UNITS, and MODULE 4S; and (iii) COMMON AREA consisting of MODULE 4B, all as more particularly shown and described herein. The PHASE 4 PROPERTY is located on portions of Lot 1 of Tract Number 5486, which Tract is shown on a map recorded in Book [], Page [] of Miscellaneous Records of Ventura County, California.
- 2. "ASSOCIATION PROPERTY" shall mean and refer to MODULE 4A (excluding the above referenced CONDOMINIUM UNITS), and MODULE 4S, including, without limitation, the land and all IMPROVEMENTS constructed on such Modules.
- 3. "COMMON AREA" shall mean and refer to MODULE 4B, as shown and described herein.
- 4. "CONDOMINIUM" shall mean an estate in real property as defined in California Civil Code Section 1351(f), and shall consist of an undivided fee simple ownership interest in the COMMON AREA in a Phase of Development, together with a separate ownership interest in fee in a UNIT and all easements appurtenant thereto. The fractional undivided fee simple interest appurtenant to each UNIT in the Phase of Development described in this CONDOMINIUM PLAN shall be an undivided 1/24th interest in the COMMON AREA located in this Phase of Development of the Project to be held by the owners of CONDOMINIUMS in this Phase as tenants in common.
- "CONDOMINIUM PLAN" shall mean and refer to this plan prepared in accordance with the provisions of Sections 1351(e) of the California Civil Code.
- 6. "CONDOMINIUM BUILDING" shall mean and refer to a separate building containing CONDOMINIUM UNITS. Each CONDOMINIUM BUILDING contains either three (3) or six (6) UNITS.
- 7. "DECLARATION" shall mean and refer to that certain "DECLARATION of Covenants, Conditions, and Restrictions, and Reservation of Easements for Wickford at Village at the Park" recorded concurrently herewith, as it may be amended and/or restated from time to time. In the event of any conflict between the DECLARATION and this CONDOMINIUM PLAN, the DECLARATION

- shall control. All defined terms used in this CONDOMINIUM PLAN, and not otherwise defined herein, shall have the meaning prescribed for that term in the DECLARATION.
- 8. "IMPROVEMENTS" shall mean and refer to all structures and appurtenances thereto of every kind, as more full set forth in the DECLARATION.
- 9. "MODULE 4A" shall mean that certain portion of Lot 1 of Tract Number 5486 which is a three dimensional airspace volume bounded by and contained within the following boundaries: The lower vertical boundary extends to the center of the earth; the upper vertical boundary is one thousand three hundred feet (1,300') above mean sea level; and the lateral boundaries are vertical planes at the limits of the horizontal dimensions of said Module as shown herein. MODULE 4A is comprised of 24 UNITS and ASSOCIATION PROPERTY.
- 10. "MODULE 4B" shall mean a three-dimensional airspace volume located directly above MODULE 4A and is bounded by and contained within the following boundaries: The upper vertical boundary extends infinitely upwards; the lower vertical boundary is one thousand three hundred feet (1,300') above mean sea level; and the lateral boundaries are vertical planes at the limits of the horizontal dimensions of MODULE 4A.
- 11. "MODULE 4C" shall mean a three-dimensional remainder portion of Lot 1 of Tract Number 5486 as shown and described herein and are bounded by and contained within the following boundaries: the lower vertical boundary of said Module is the center of the earth, the upper vertical boundary of said Module extends infinitely upwards, and the lateral boundaries of said Module are vertical planes at the limits of the horizontal dimensions of said Module as shown herein. MODULE 4C is owned in fee by Declarant, and Declarant intends to record one or more additional condominium plans on said Module so as to subdivide them into additional Condominium UNITS, Association Property, Common Area, and/or other areas.
- 12. "MODULE 4S" shall mean a three-dimensional portion of Lot 1 of Tract
 Number 5486 as shown and described herein and are bounded by and contained
 within the following boundaries: The lower vertical boundary of said MODULE
 4S is the center of the earth, the upper vertical boundary of said Module extends
 infinitely upwards, and the lateral boundaries of said Module are vertical planes at
 the limits of the horizontal dimensions of said MODULE 4S as shown herein.
 MODULE 4S is a private street.
- 13. "UNIT" or "SEPARATE INTEREST" shall mean a SEPARATE INTEREST in space as defined in Section 1351(f) of the Civil Code. Each UNIT or SEPARATE INTEREST shall be a separate free-hold estate, as separately shown, numbered and designated herein, consisting of a Residential Element, a Garage

Element and, if applicable, a Balcony Element, a Patio Element, and/or an Entry Area Element. In interpreting deeds, DECLARATIONS and plans, the existing physical boundaries of the UNIT, or of a UNIT constructed or reconstructed in substantial accordance with the plan as shown herein and the original plans thereof, if such plans are available, shall be conclusively presumed to be its boundaries, rather than the description expressed herein, in the deed or DECLARATION, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries as shown herein or defined in the deed or DECLARATION, and the boundaries of a building as constructed or reconstructed.

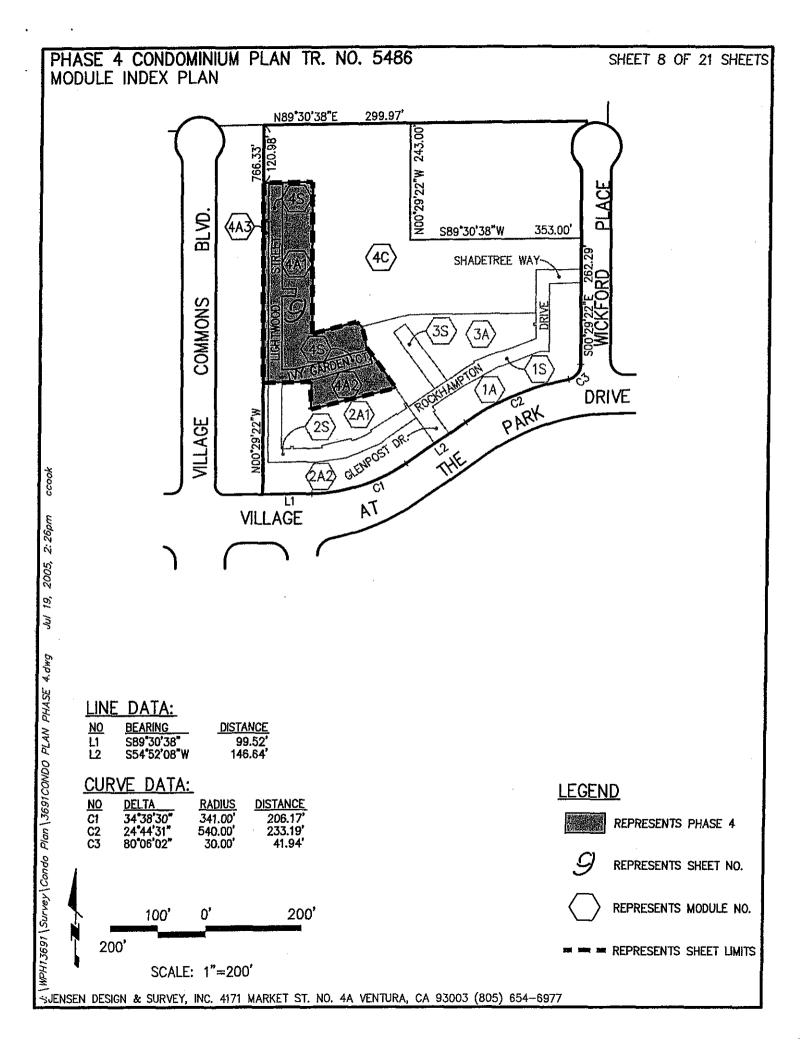
Whenever reference is made to a UNIT, such reference is made to the UNIT as a whole, including its Residential Element, its Garage Element and any other Patio Element, Balcony Element or Entry Area Element having the identical number designation as the UNIT.

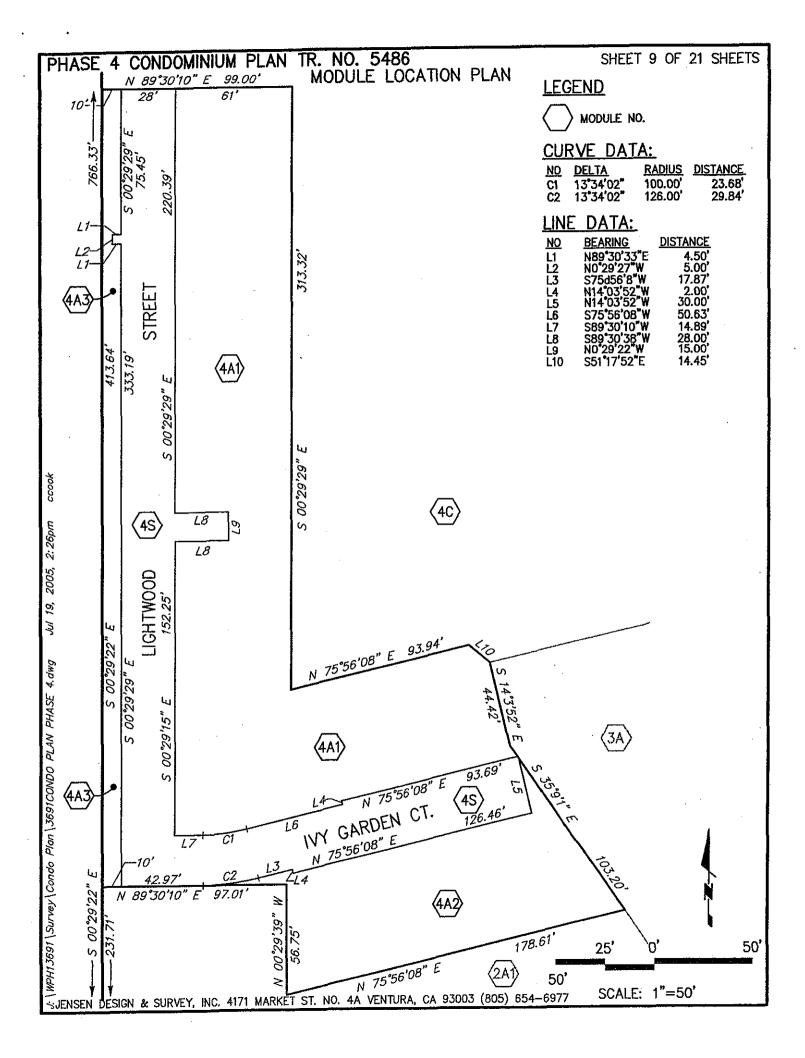
- Residential Element. Each Residential Element is identified herein by the (a) letter "R" and its respective UNIT number, and is an airspace bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors thereof and the interior surfaces of the firebox of the fireplace, if any, extending from the floor to the top of the fireplace. The lower and upper limits of each level of the residential airspace element are horizontal or sloped planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each level of the residential airspace element are vertical planes at the limits of the horizontal dimensions shown herein for each Residential Element. Each UNIT includes both the portion of the building so described and the airspace so encompassed, all windows and doors in said UNIT (including all locks, handles, latches, screens and weatherstripping), any forced air heating unit, any air conditioning compressor, any hot water heater, all built-in appliances and fixtures, any interior staircase, and the firebox portion of any fireplace in the affected UNITS. However, the following are not a part of the UNIT: bearing walls, columns, beams, floors, unfinished roofs, slabs, foundations, landings, reservoirs, tanks, pumps, private on-site sewer laterals and lines, drains, and other central services, pipes, ducts, flues, chutes, conduits, wires, exterior lighting and other utility installations wherever located (except all utility installations and/or outlets thereof when located within the UNITS).
- (b) Garage Element. The Garage Element is identified herein by the letter "G" and its respective CONDOMINIUM UNIT number, and is an airspace bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings and garage door of said element. The lower and upper limits of each Garage Element are horizontal or sloped planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The

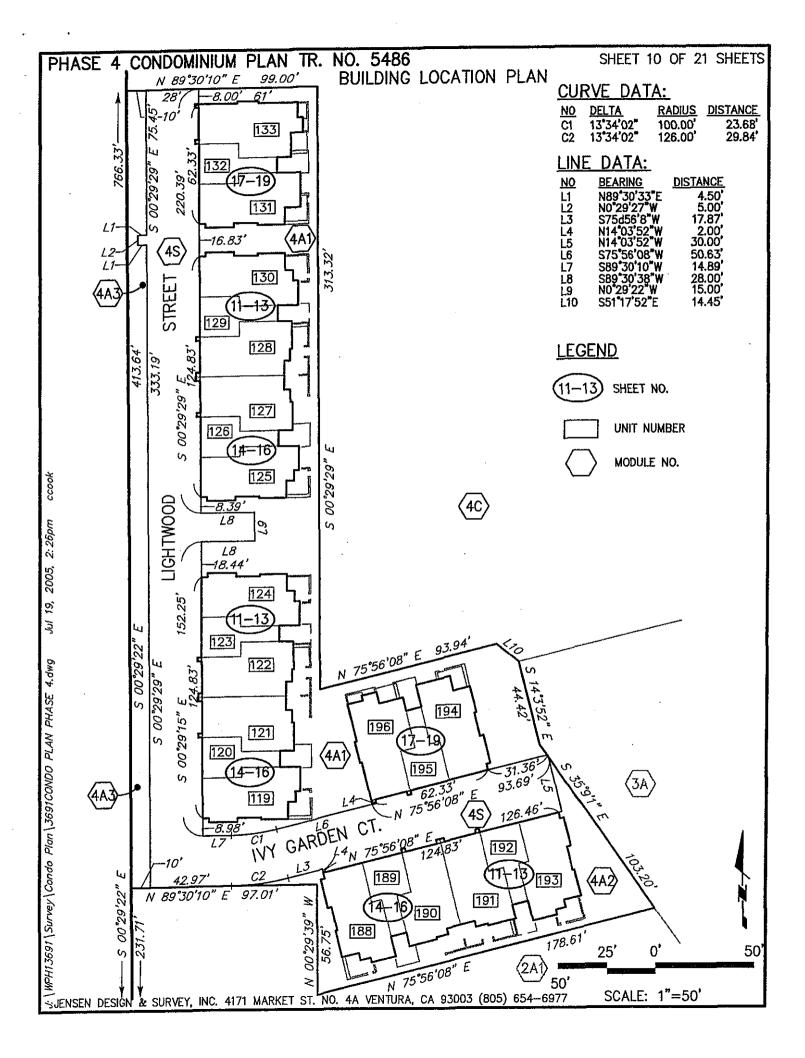
lateral boundaries of each garage airspace element are vertical planes at the limits of the horizontal dimensions shown herein for each Garage Element.

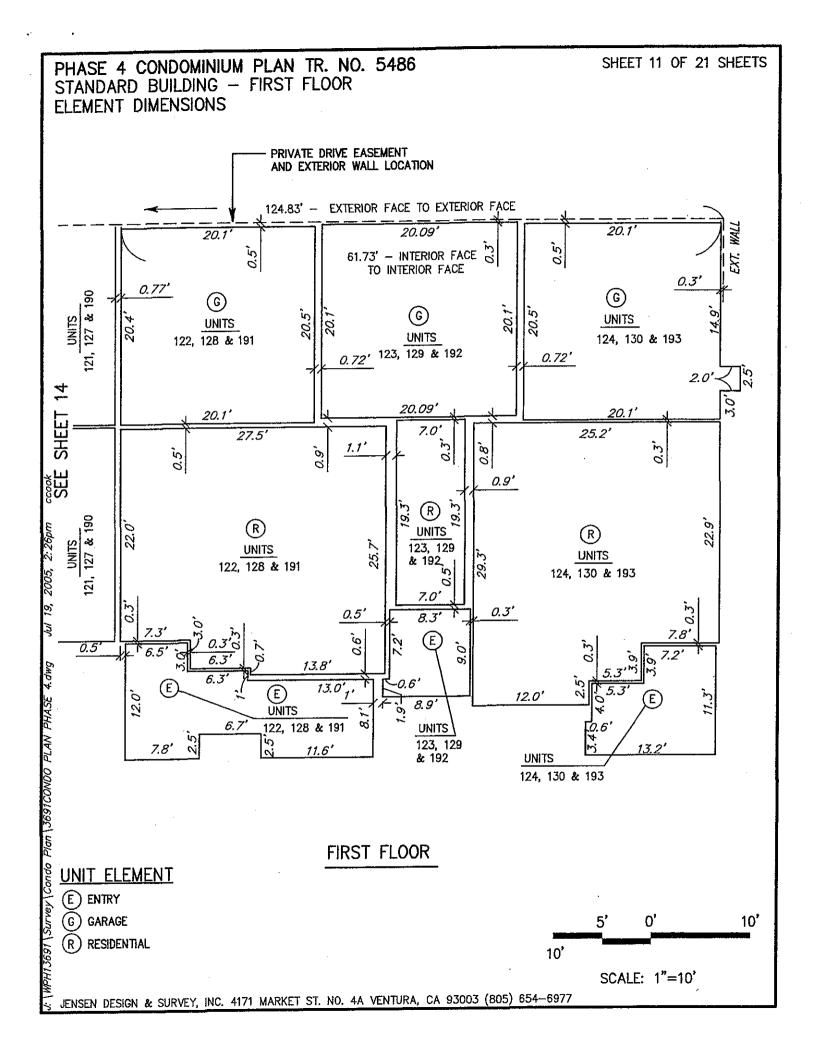
- and its respective CONDOMINIUM UNIT number, and is an airspace bounded by and contained within the exterior finished surfaces of the CONDOMINIUM BUILDING and the interior finished surface of the balcony. The lower and upper limits of each Balcony Element are horizontal planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each Balcony Element shall be as originally constructed, being the exterior finished surfaces of any exterior walls, windows or doors of its appurtenant Residential Element and the interior unfinished surfaces of any railing or wall (if applicable) thereby enclosing said Balcony Element, as more particularly shown and described herein.
- (d) Entry Area Element. The Entry Area Element is identified herein by the letter "E" and its respective CONDOMINIUM UNIT number, and is an airspace bounded by and contained within the exterior finished surfaces of the CONDOMINIUM BUILDING, the interior finished surface of the entry perimeter walls, the projection of the interior finished surface of the entry perimeter wall across the concrete sidewalk at wall opening, the edge of the concrete patios adjoining landscape areas and the front edge of the concrete porches not inside an entry perimeter wall. The lower and upper limits of each Entry Area Element are horizontal planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each Entry Area Element shall be as originally constructed, being vertical planes at the bounds described herein, as more particularly dimensioned herein.
- 14. Presumption of Boundaries. In interpreting this CONDOMINIUM PLAN, the DECLARATION and any instruments of conveyance, the existing physical boundaries of the UNIT, or of a UNIT reconstructed in substantial accordance with this CONDOMINIUM PLAN, shall be conclusively presumed to be its boundaries, rather than the metes and bounds (or other description) expressed in this CONDOMINIUM PLAN, the DECLARATION or any instrument of conveyance, regardless of settling or lateral movement and regardless of minor variances between the boundaries shown herein, in the DECLARATION and/or in any instrument of conveyance, and the actual boundaries of the UNIT.
- 15. **CONDOMINIUM Numbering**. The **twenty-four** individual CONDOMINIUM UNITS are numbered as shown herein.
- 16. Intersection of Lines and Ties. All airspace boundary lines and ties intersect either at right angles or at forty-five (45) degree angles, unless otherwise indicated. Tie distances are to the exterior face of the foundation.

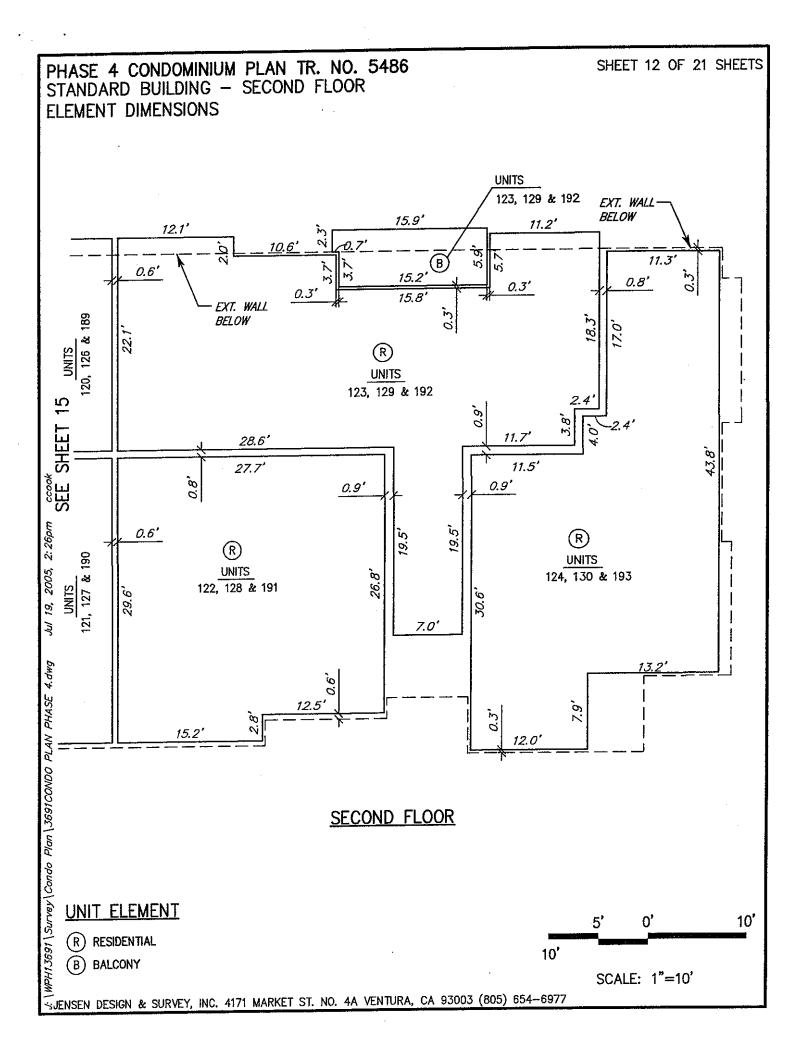
- 17. UNIT Dimensions. This CONDOMINIUM PLAN and the dimensions shown herein are intended to conform to California Civil Code Section 1351(e), which requires, in part, with respect to the land and real property described in the above referenced Tract, the inclusion herein of diagrammatic floor plans of the buildings to be built thereon in sufficient detail to identify each UNIT, its relative location and approximate dimensions. Dimensions shown herein are not intended to be sufficiently accurate enough to use for computation of floor area or air space volume encompassed in all or any of the UNITS. The diagrammatic floor plans contained herein intentionally omit information with respect to the internal partitioning within the UNITS. Likewise, such details as protrusions of vents, ducts, beam columns, window casings and other such features into the airspace encompassed by the UNITS as shown are not intended to be reflected in this CONDOMINIUM PLAN.
- 18. Lateral Dimensions. The lateral dimensions of the UNITS are as shown on the Element Dimensions Plans set forth herein.
- 19. Vertical Dimensions. The elevations of the vertical boundaries of the CONDOMINIUM UNITS are as shown on Sheet 20 and depicted on the Vertical Cross Section diagram on Sheet 21.
- 20. Basis of Bearings. The bearing of North 00° 29'22" West, for the centerline of Wickford Place, as shown on the map filed in Book 150 at Page 36 of Miscellaneous Records of said county was used as the basis of bearing for this plan.
- 21. Bench Mark. The elevations shown herein are based locally upon the following: Ventura County Bench Mark No. 75-19 RM1, a brass disk set in the top of curb 0.3 miles easterly along Pleasant Valley Road from it's intersection with Lewis Road, 48.0 feet westerly from the easterly end of a concrete sidewalk and curb, 37.0 feet easterly from a light standard, 30.0 feet northerly from the center of Pleasant Valley Road NGVD 29 elevation: 121.21 feet 21.
- 22. **Applications of Definitions**. Various capitalized words and phrases used herein are defined in the DECLARATION referenced above, and unless the context herein shall otherwise indicate, such words and phrases shall have the same meaning herein as is ascribed to them in the DECLARATION.

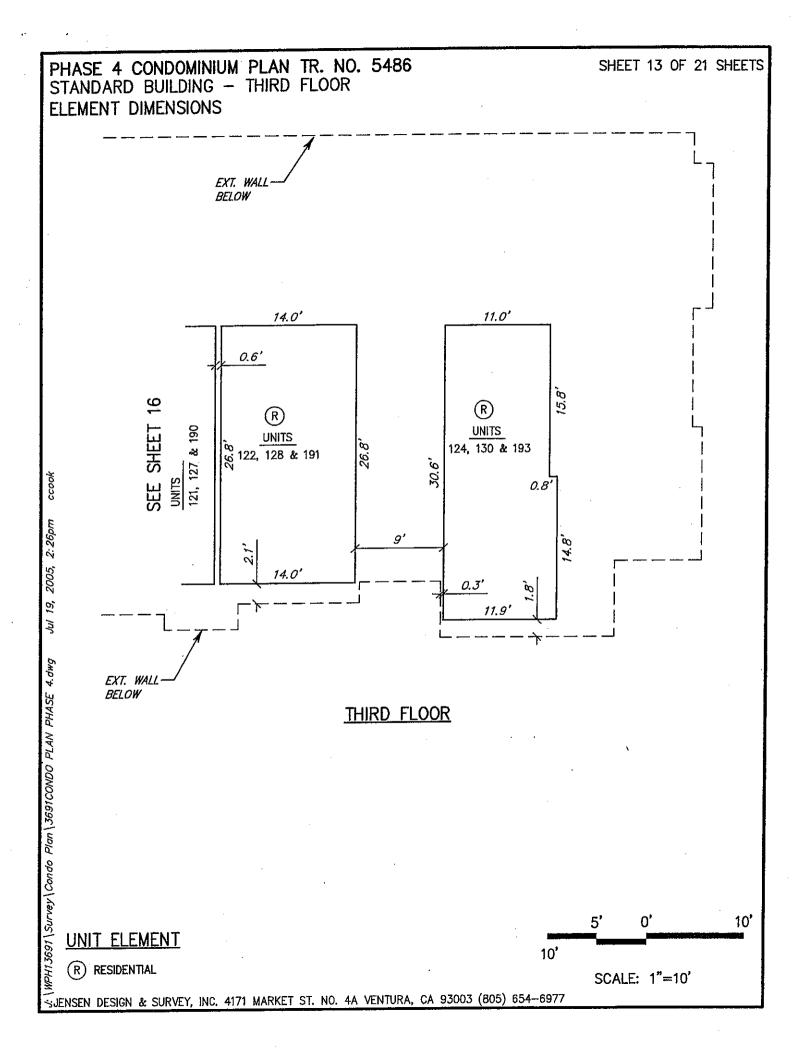


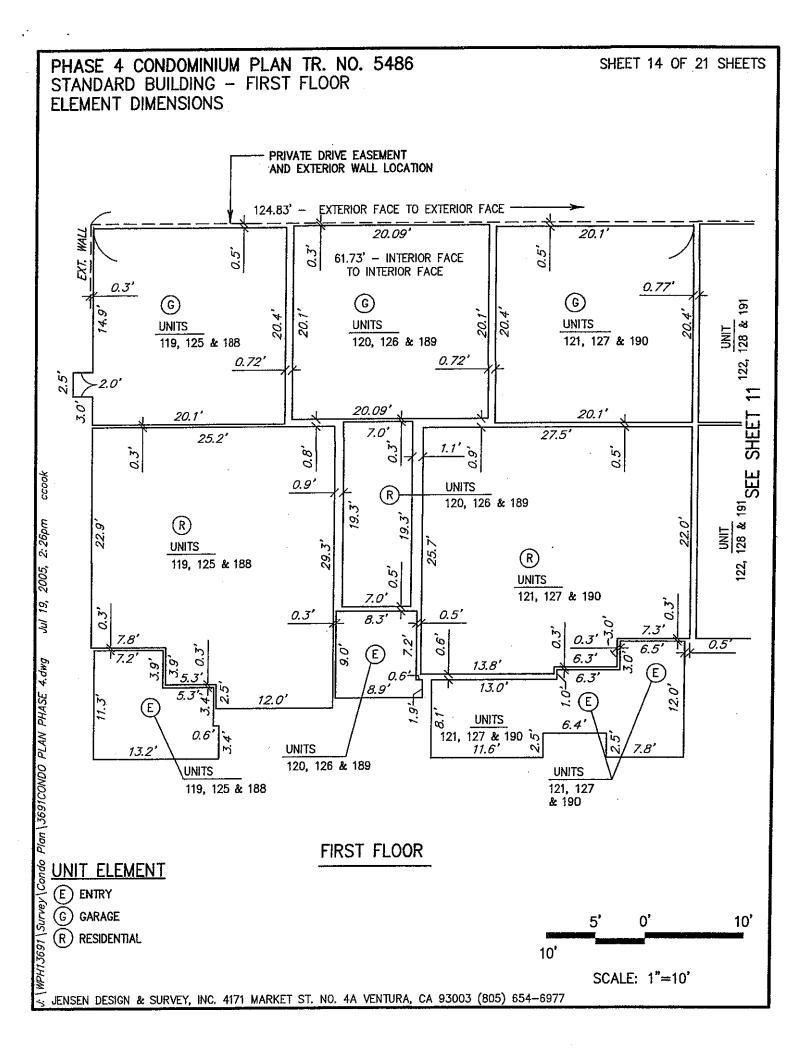


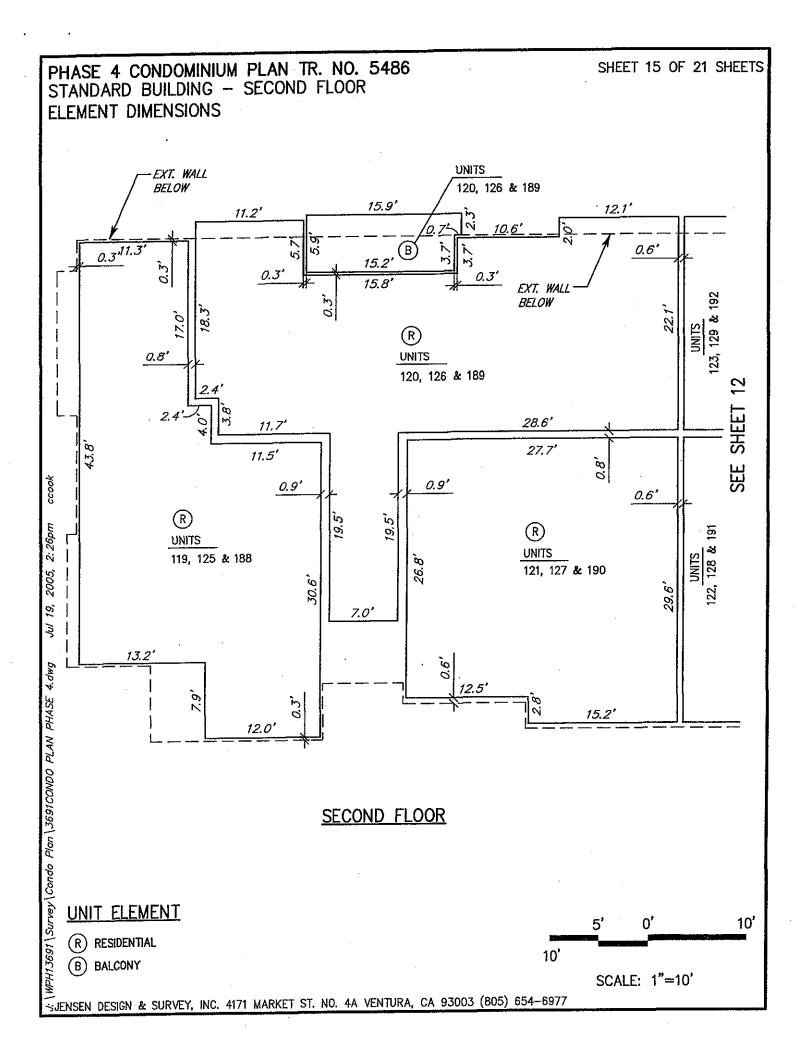


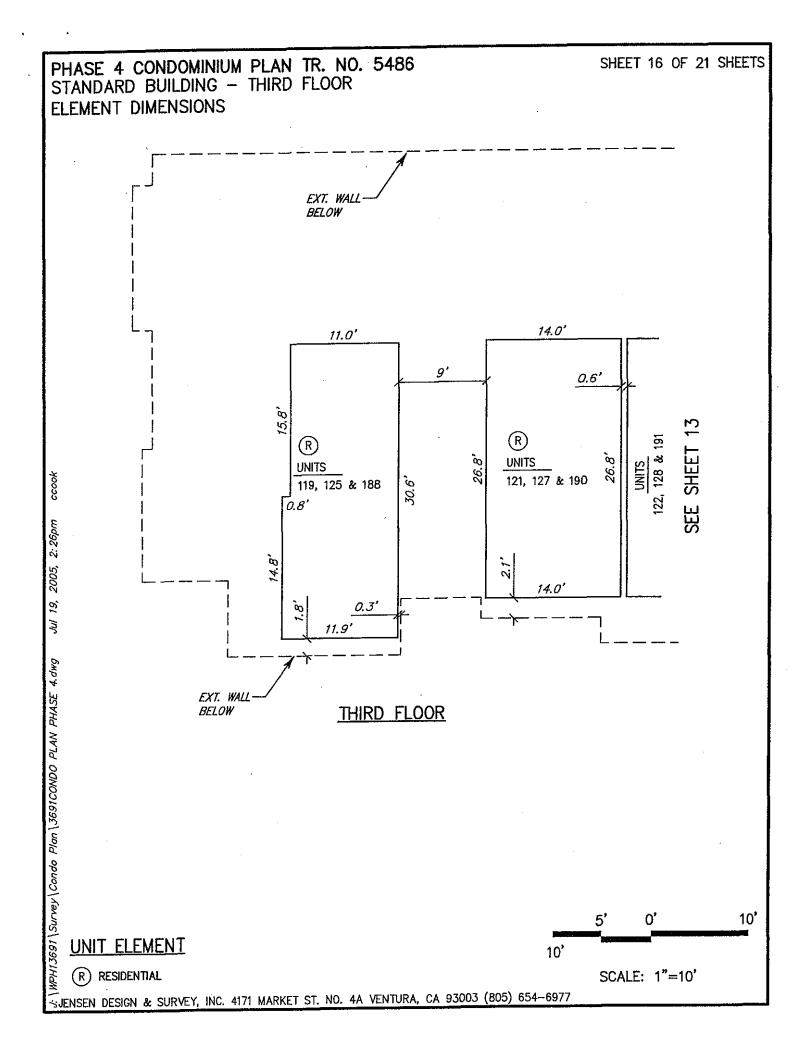


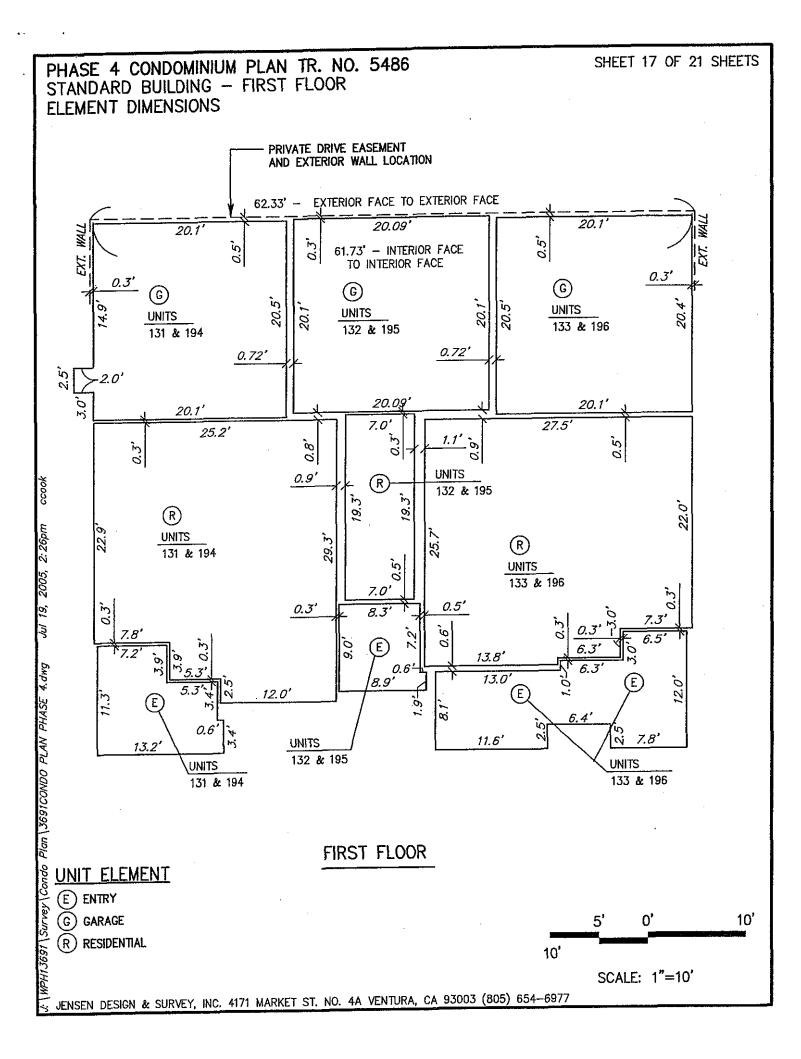






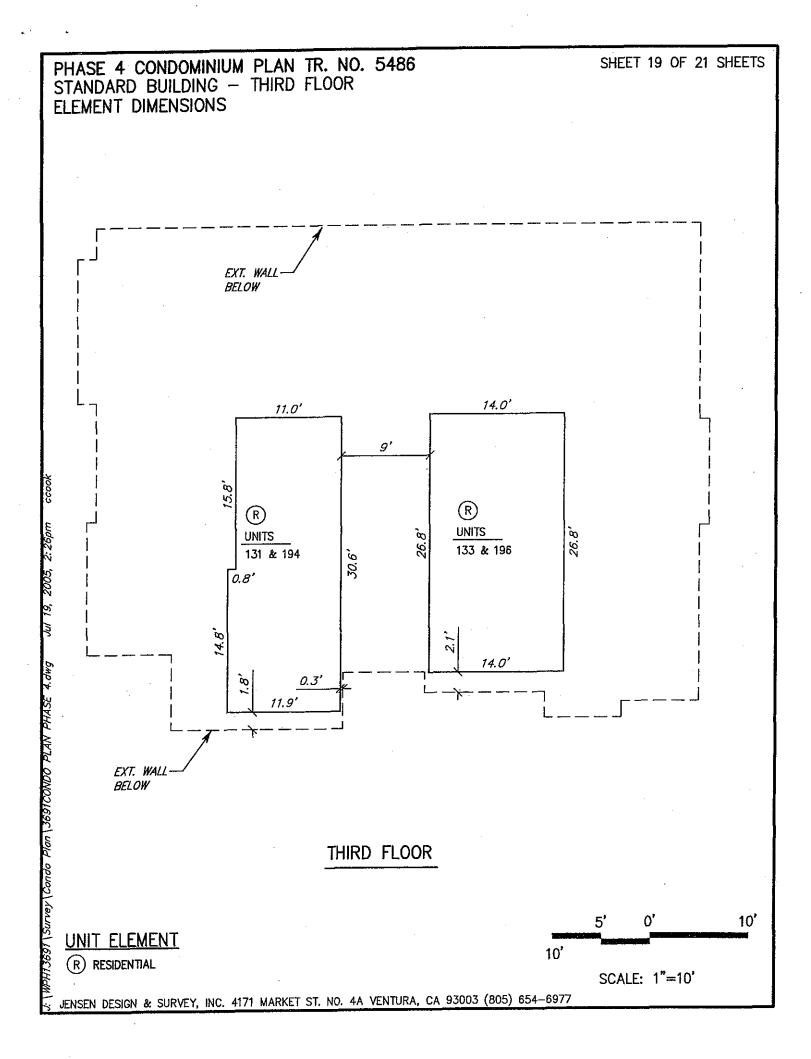






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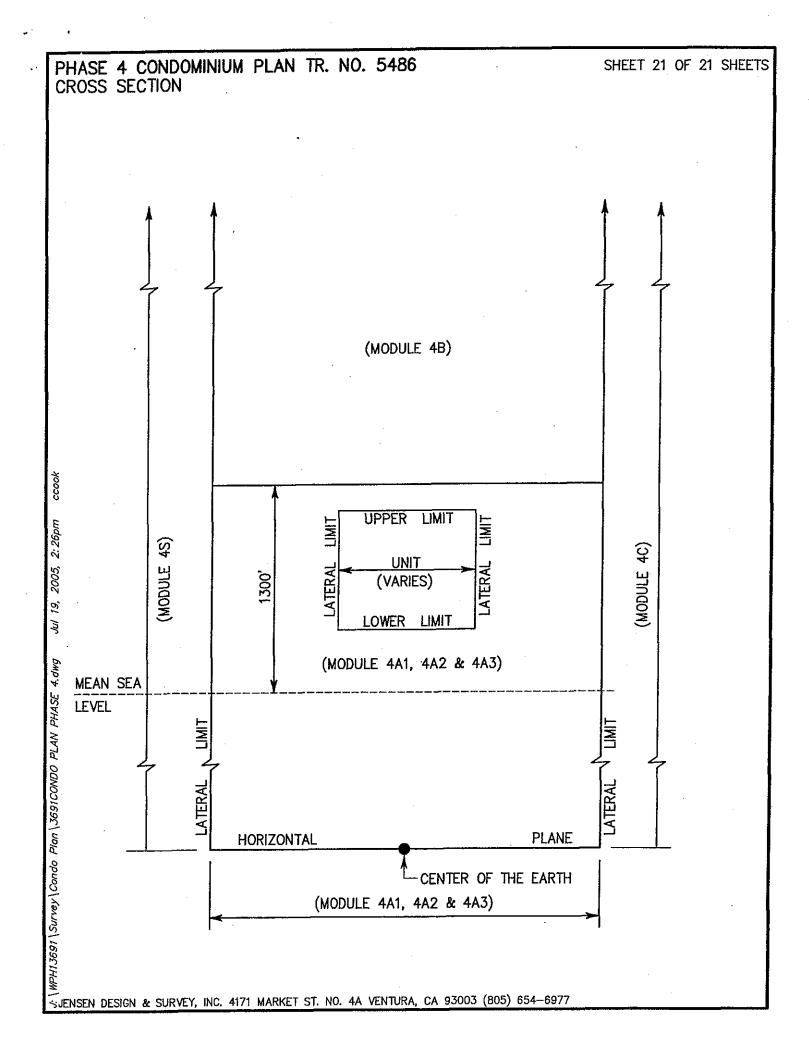
SCALE: 1"=10'



UNIT NO.	LEVEL.	FIRST FLOOR	FIRST FLOOR	SECOND FLOOR	THIRD FLOOR
131, 132, 133, 188, 189, 190, 191, 192 & 193	U.L.	143.83	143.88	153.96	164.04
		134.13	134.80	144.88	154.96
125, 126, 127, 128, 129 & 130	V.Ļ.	143.43	143.48	153.56	163.64
	LL.	133.73	134.40	144.48	154.56
119, 120, 121, 122, 123 & 124	U.L.	142.54	142.58	152.66	162.74
		132.84	133.50	143.58	153.66
194, 195 & 196	U.L.	144.03	144.08	154.16	164.24
	LL.	134.33	135.00	145.08	155.16

LEGEND

- (E) ENTRY
- (R) RESIDENTIAL ELEMENT
- B BALCONY
- G GARAGE ELEMENT
- L.L. LOWER LIMIT
- U.L. UPPER LIMIT



Recording Requested By, And When Recorded, Mail To:

Western Pacific Housing, Inc. 21300 Victory Blvd, Suite 700 Woodland Hills, CA 91367 This is to certify that this is a full, true and correct copy of the original recorded in the office of the County Recorder of Los Angeles County on as Document No. US - 18949/CHICAGO TITLE

By

TITLE OFFICER

CONDOMINIUM PLAN
CREATING PURSUANT TO THE GOVERNMENT CODE SECTION 66427
A CONDOMINIUM PLAN FOR

WICKFORD PHASE 5

OVER LOT 1 OF TRACT NO. 5486
IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, CALIFORNIA
AS RECORDED IN BOOK 153 AT PAGE 1 OF MISCELLANEOUS RECORDS
OF VENTURA COUNTY, CALIFORNIA

AND

SHOWING AND DEFINING MODULES, COMMON AREA AND UNITS

OWNERSHIP CERTIFICATE

We, the undersigned, being all parties required by California Civil Code Section 1351(e) to execute this certificate, do hereby consent to the preparation and recordation of the within CONDOMINIUM PLAN pursuant to said section.

Western Pacific Housing Inc., a Delaware Corporation

BY:

Jason Frank, Vice President

BY:

Rick Coop, Vice President

NOTARY SIGNATURE ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss.

On July 20, 2005 before me, Notary Public personally appeared Jason Frank and Rick Coop,

A personally known to me proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Christina A. Crisla

CHRISTINA A. CIESLA
Commission # 1336866
Notary Public - California
Los Angeles County
My Comm. Expires Dec 30, 2005

TENNYSON, JR. EXP. 12/31/06 NO. 5983

SURVEYOR'S STATEMENT & CERTIFICATION

I hereby certify that I am a licensed land surveyor of the state of California and that, subject to all the notes and definitions hereof, this CONDOMINIUM PLAN sets forth the boundaries of the land affected by this CONDOMINIUM PLAN, defines the boundaries of Lot 1 and the locations of the modules, UNITS and COMMON AREA within said lot, and that this plan conforms substantially to the airspace boundaries of this CONDOMINIUM project.

Joseph P. Tennyson, Jr.

LS 5983 (Exp. 12/31/06)

7.18.2005

CONDOMINIUM PLAN NOTES AND DEFINITIONS

- 1. "PHASE 5 PROPERTY" shall mean and refer to those certain portions of Lot 1 of Tract No. 5486 in the City of Camarillo, County of Ventura, State of California, more particularly described herein as MODULE 5A, MODULE 5B and MODULE 5S. The PHASE 5 PROPERTY is comprised of (i) CONDOMINIUM UNITS 134 through 148, inclusive, and 197 through 205, inclusive, located on said MODULE 5A; (ii) ASSOCIATION PROPERTY consisting of MODULE 5A, excluding the CONDOMINIUM UNITS, and MODULE 5S; and (iii) COMMON AREA consisting of MODULE 5B, all as more particularly shown and described herein. The PHASE 5 PROPERTY is located on portions of Lot 1 of Tract Number 5486, which Tract is shown on a map recorded in Book [], Page [] of Miscellaneous Records of Ventura County, California.
- "ASSOCIATION PROPERTY" shall mean and refer to MODULE 5A
 (excluding the above referenced CONDOMINIUM UNITS), and MODULE 5S,
 including, without limitation, the land and all IMPROVEMENTS constructed on
 such Modules.
- 3. "COMMON AREA" shall mean and refer to MODULE 5B, as shown and described herein.
- 4. "CONDOMINIUM" shall mean an estate in real property as defined in California Civil Code Section 1351(f), and shall consist of an undivided fee simple ownership interest in the COMMON AREA in a Phase of Development, together with a separate ownership interest in fee in a UNIT and all easements appurtenant thereto. The fractional undivided fee simple interest appurtenant to each UNIT in the Phase of Development described in this CONDOMINIUM PLAN shall be an undivided 1/24th interest in the COMMON AREA located in this Phase of Development of the Project to be held by the owners of CONDOMINIUMS in this Phase as tenants in common.
- 5. "CONDOMINIUM PLAN" shall mean and refer to this plan prepared in accordance with the provisions of Sections 1351(e) of the California Civil Code.
- 6. "CONDOMINIUM BUILDING" shall mean and refer to a separate building containing CONDOMINIUM UNITS. Each CONDOMINIUM BUILDING contains either three (3) or six (6) UNITS.
- 7. "DECLARATION" shall mean and refer to that certain "DECLARATION of Covenants, Conditions, and Restrictions, and Reservation of Easements for Wickford at Village at the Park" recorded concurrently herewith, as it may be amended and/or restated from time to time. In the event of any conflict between the DECLARATION and this CONDOMINIUM PLAN, the DECLARATION

- shall control. All defined terms used in this CONDOMINIUM PLAN, and not otherwise defined herein, shall have the meaning prescribed for that term in the DECLARATION.
- 8. "IMPROVEMENTS" shall mean and refer to all structures and appurtenances thereto of every kind, as more full set forth in the DECLARATION.
- 9. "MODULE 5A" shall mean that certain portion of Lot 1 of Tract Number 5486 which is a three dimensional airspace volume bounded by and contained within the following boundaries: The lower vertical boundary extends to the center of the earth; the upper vertical boundary is one thousand three hundred feet (1,300') above mean sea level; and the lateral boundaries are vertical planes at the limits of the horizontal dimensions of said Module as shown herein. MODULE 5A is comprised of 24 UNITS and ASSOCIATION PROPERTY.
- 10. "MODULE 5B" shall mean a three-dimensional airspace volume located directly above MODULE 5A and is bounded by and contained within the following boundaries: The upper vertical boundary extends infinitely upwards; the lower vertical boundary is one thousand three hundred feet (1,300') above mean sea level; and the lateral boundaries are vertical planes at the limits of the horizontal dimensions of MODULE 5A.
- 11. "MODULE 5C" shall mean a three-dimensional remainder portion of Lot 1 of Tract Number 5486 as shown and described herein and are bounded by and contained within the following boundaries: the lower vertical boundary of said Module is the center of the earth, the upper vertical boundary of said Module extends infinitely upwards, and the lateral boundaries of said Module are vertical planes at the limits of the horizontal dimensions of said Module as shown herein. MODULE 5C is owned in fee by Declarant, and Declarant intends to record one or more additional condominium plans on said Module so as to subdivide them into additional Condominium UNITS, Association Property, Common Area, and/or other areas.
- 12. "MODULE 5S" shall mean a three-dimensional portion of Lot 1 of Tract Number 5486 as shown and described herein and are bounded by and contained within the following boundaries: The lower vertical boundary of said MODULE 5S is the center of the earth, the upper vertical boundary of said Module extends infinitely upwards, and the lateral boundaries of said Module are vertical planes at the limits of the horizontal dimensions of said MODULE 5S as shown herein. MODULE 5S is a private street.
- 13. "UNIT" or "SEPARATE INTEREST" shall mean a SEPARATE INTEREST in space as defined in Section 1351(f) of the Civil Code. Each UNIT or SEPARATE INTEREST shall be a separate free-hold estate, as separately shown, numbered and designated herein, consisting of a Residential Element, a Garage

Element and, if applicable, a Balcony Element, a Patio Element, and/or an Entry Area Element. In interpreting deeds, DECLARATIONS and plans, the existing physical boundaries of the UNIT, or of a UNIT constructed or reconstructed in substantial accordance with the plan as shown herein and the original plans thereof, if such plans are available, shall be conclusively presumed to be its boundaries, rather than the description expressed herein, in the deed or DECLARATION, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries as shown herein or defined in the deed or DECLARATION, and the boundaries of a building as constructed or reconstructed.

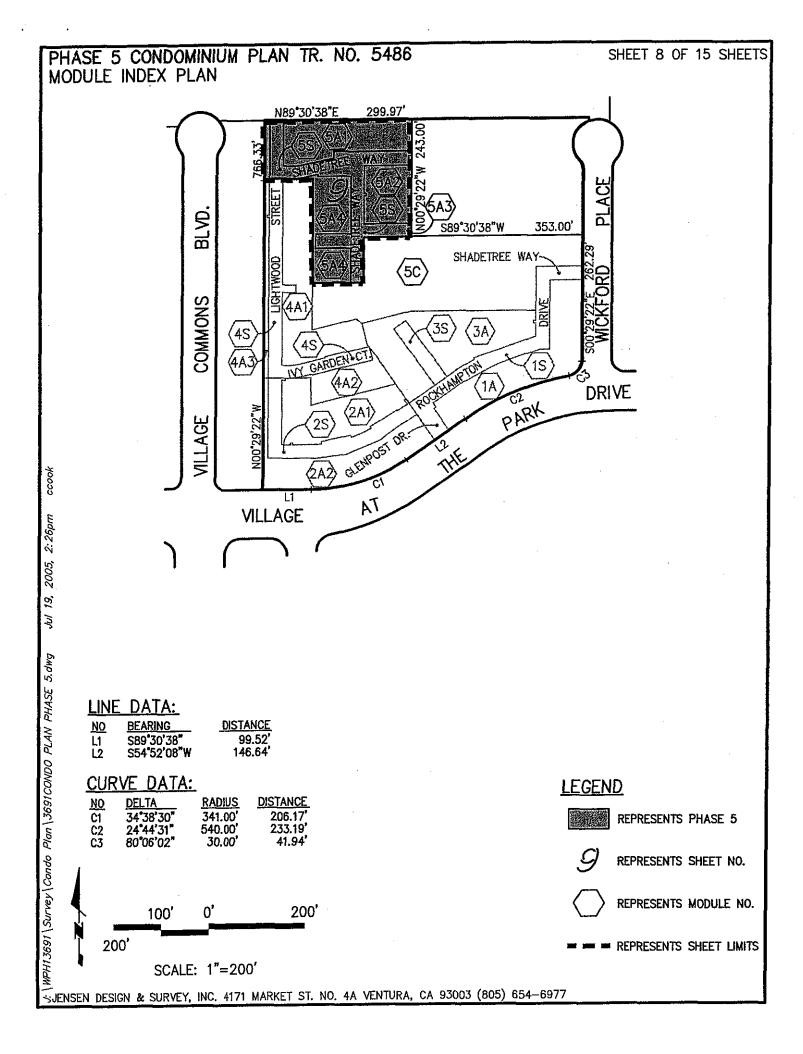
Whenever reference is made to a UNIT, such reference is made to the UNIT as a whole, including its Residential Element, its Garage Element and any other Patio Element, Balcony Element or Entry Area Element having the identical number designation as the UNIT.

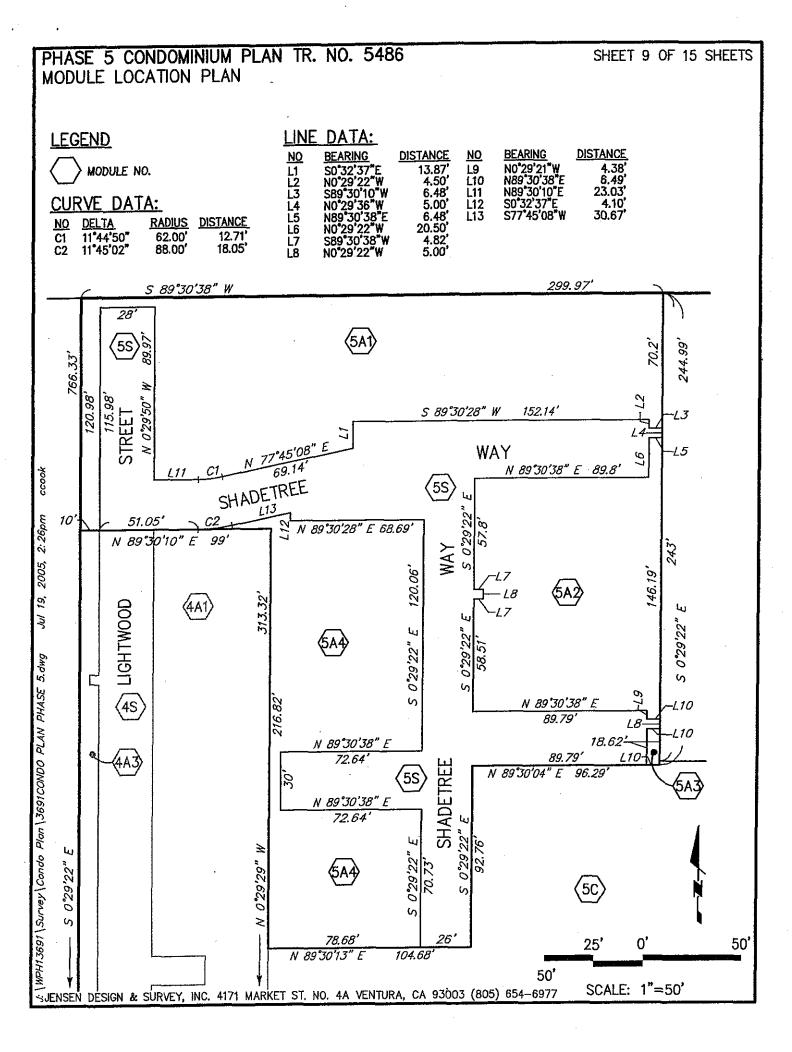
- Residential Element. Each Residential Element is identified herein by the (a) letter "R" and its respective UNIT number, and is an airspace bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors thereof and the interior surfaces of the firebox of the fireplace, if any, extending from the floor to the top of the fireplace. The lower and upper limits of each level of the residential airspace element are horizontal or sloped planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each level of the residential airspace element are vertical planes at the limits of the horizontal dimensions shown herein for each Residential Element. Each UNIT includes both the portion of the building so described and the airspace so encompassed, all windows and doors in said UNIT (including all locks, handles, latches, screens and weatherstripping), any forced air heating unit, any air conditioning compressor, any hot water heater, all built-in appliances and fixtures, any interior staircase, and the firebox portion of any fireplace in the affected UNITS. However, the following are not a part of the UNIT: bearing walls, columns, beams, floors, unfinished roofs, slabs, foundations, landings, reservoirs, tanks, pumps, private on-site sewer laterals and lines, drains, and other central services, pipes, ducts, flues, chutes, conduits, wires, exterior lighting and other utility installations wherever located (except all utility installations and/or outlets thereof when located within the UNITS).
- (b) Garage Element. The Garage Element is identified herein by the letter "G" and its respective CONDOMINIUM UNIT number, and is an airspace bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings and garage door of said element. The lower and upper limits of each Garage Element are horizontal or sloped planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The

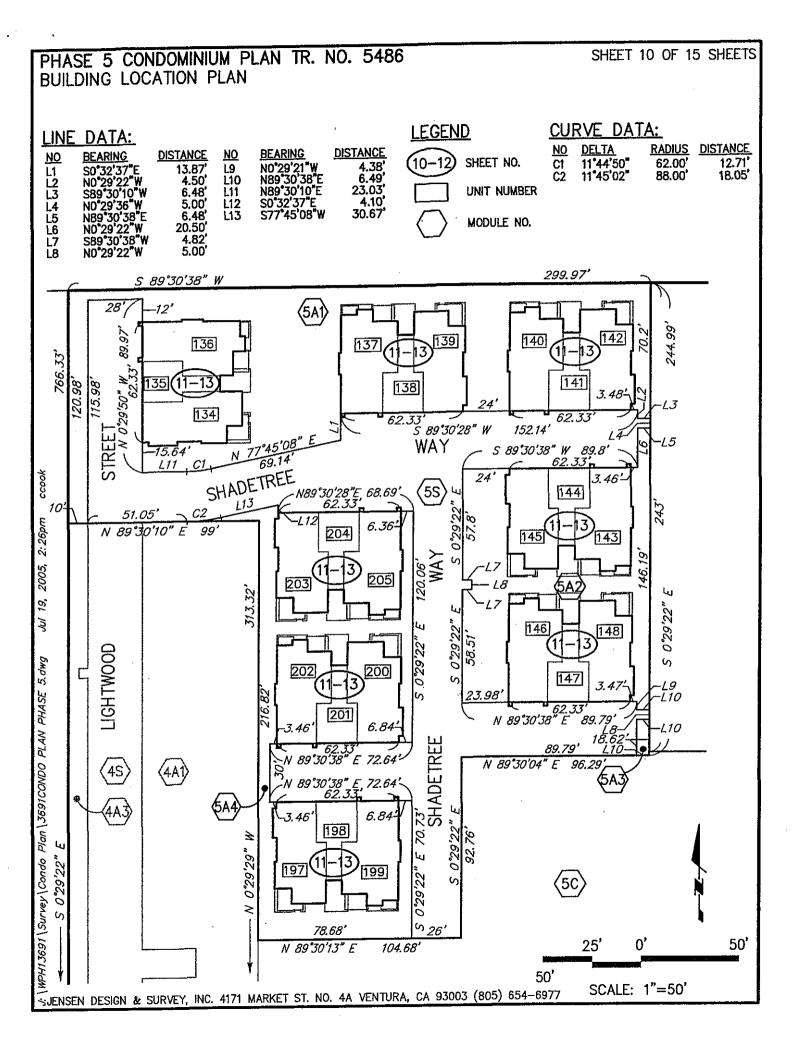
lateral boundaries of each garage airspace element are vertical planes at the limits of the horizontal dimensions shown herein for each Garage Element.

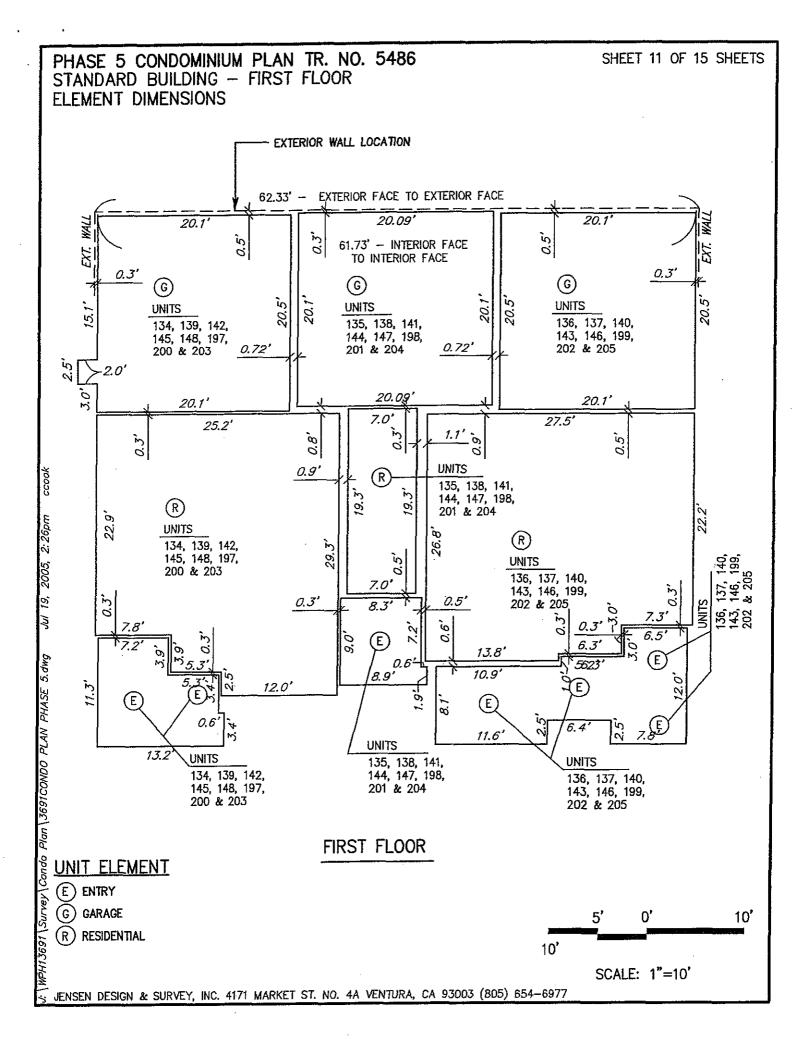
- (c) <u>Balcony Element</u>. The Balcony Element identified herein by the letter "B" and its respective CONDOMINIUM UNIT number, and is an airspace bounded by and contained within the exterior finished surfaces of the CONDOMINIUM BUILDING and the interior finished surface of the balcony. The lower and upper limits of each Balcony Element are horizontal planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each Balcony Element shall be as originally constructed, being the exterior finished surfaces of any exterior walls, windows or doors of its appurtenant Residential Element and the interior unfinished surfaces of any railing or wall (if applicable) thereby enclosing said Balcony Element, as more particularly shown and described herein.
- (d) Entry Area Element. The Entry Area Element is identified herein by the letter "E" and its respective CONDOMINIUM UNIT number, and is an airspace bounded by and contained within the exterior finished surfaces of the CONDOMINIUM BUILDING, the interior finished surface of the entry perimeter walls, the projection of the interior finished surface of the entry perimeter wall across the concrete sidewalk at wall opening, the edge of the concrete patios adjoining landscape areas and the front edge of the concrete porches not inside an entry perimeter wall. The lower and upper limits of each Entry Area Element are horizontal planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each Entry Area Element shall be as originally constructed, being vertical planes at the bounds described herein, as more particularly dimensioned herein.
- 14. Presumption of Boundaries. In interpreting this CONDOMINIUM PLAN, the DECLARATION and any instruments of conveyance, the existing physical boundaries of the UNIT, or of a UNIT reconstructed in substantial accordance with this CONDOMINIUM PLAN, shall be conclusively presumed to be its boundaries, rather than the metes and bounds (or other description) expressed in this CONDOMINIUM PLAN, the DECLARATION or any instrument of conveyance, regardless of settling or lateral movement and regardless of minor variances between the boundaries shown herein, in the DECLARATION and/or in any instrument of conveyance, and the actual boundaries of the UNIT.
- 15. **CONDOMINIUM Numbering**. The **twenty-four** individual CONDOMINIUM UNITS are numbered as shown herein.
- 16. Intersection of Lines and Ties. All airspace boundary lines and ties intersect either at right angles or at forty-five (45) degree angles, unless otherwise indicated. Tie distances are to the exterior face of the foundation.

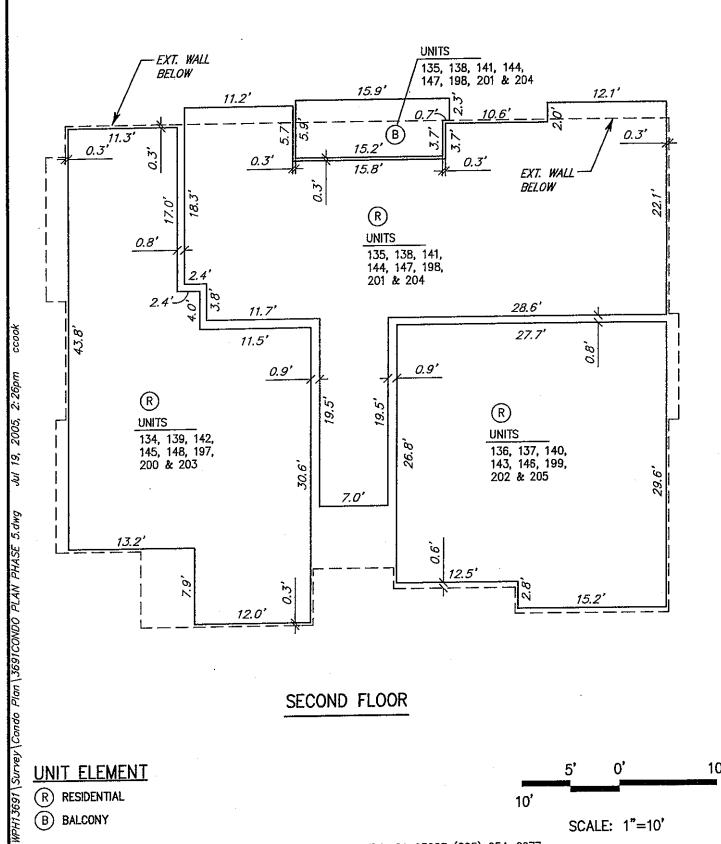
- 17. UNIT Dimensions. This CONDOMINIUM PLAN and the dimensions shown herein are intended to conform to California Civil Code Section 1351(e), which requires, in part, with respect to the land and real property described in the above referenced Tract, the inclusion herein of diagrammatic floor plans of the buildings to be built thereon in sufficient detail to identify each UNIT, its relative location and approximate dimensions. Dimensions shown herein are not intended to be sufficiently accurate enough to use for computation of floor area or air space volume encompassed in all or any of the UNITS. The diagrammatic floor plans contained herein intentionally omit information with respect to the internal partitioning within the UNITS. Likewise, such details as protrusions of vents, ducts, beam columns, window casings and other such features into the airspace encompassed by the UNITS as shown are not intended to be reflected in this CONDOMINIUM PLAN.
- 18. Lateral Dimensions. The lateral dimensions of the UNITS are as shown on the Element Dimensions Plans set forth herein.
- 19. Vertical Dimensions. The elevations of the vertical boundaries of the CONDOMINIUM UNITS are as shown on Sheet 14 and depicted on the Vertical Cross Section diagram on Sheet 15.
- 20. Basis of Bearings. The bearing of North 00° 29'22" West, for the centerline of Wickford Place, as shown on the map filed in Book 150 at Page 36 of Miscellaneous Records of said county was used as the basis of bearing for this plan.
- 21. Bench Mark. The elevations shown herein are based locally upon the following: Ventura County Bench Mark No. 75-19 RM1, a brass disk set in the top of curb 0.3 miles easterly along Pleasant Valley Road from it's intersection with Lewis Road, 48.0 feet westerly from the easterly end of a concrete sidewalk and curb, 37.0 feet easterly from a light standard, 30.0 feet northerly from the center of Pleasant Valley Road NGVD 29 elevation: 121.21 feet 21.
- 22. Applications of Definitions. Various capitalized words and phrases used herein are defined in the DECLARATION referenced above, and unless the context herein shall otherwise indicate, such words and phrases shall have the same meaning herein as is ascribed to them in the DECLARATION.











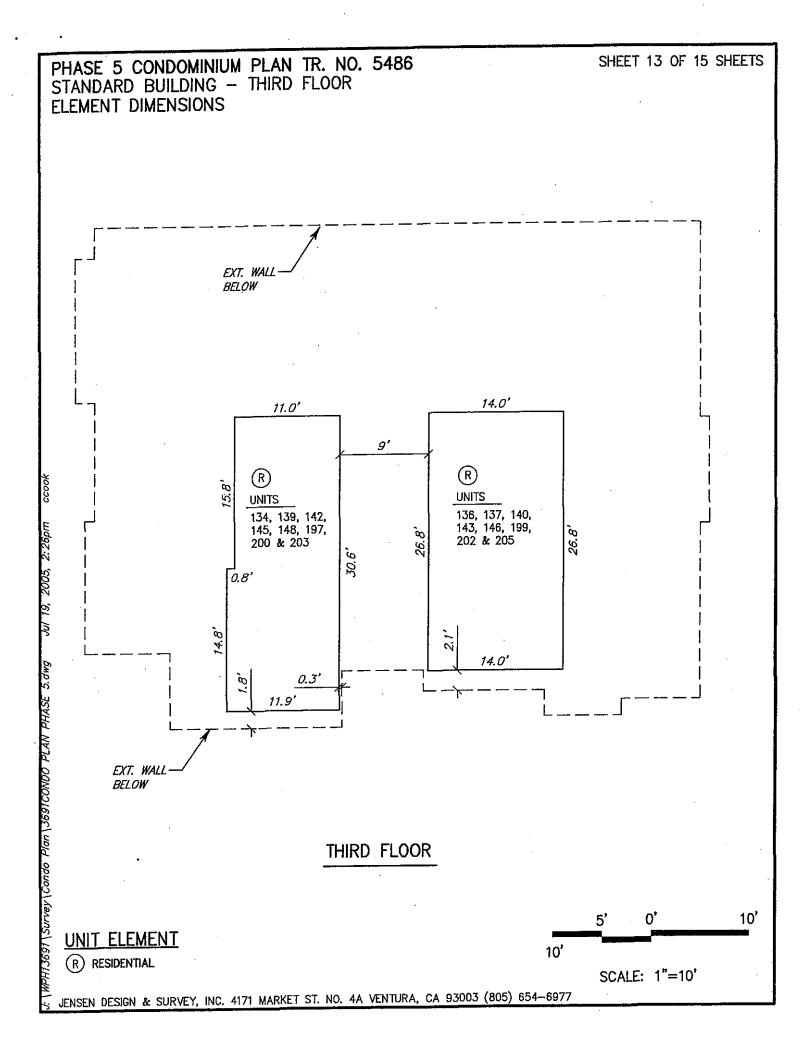
SECOND FLOOR

UNIT ELEMENT

- (R) RESIDENTIAL
- (B) BALCONY

10' 0' 10' SCALE: 1"=10'

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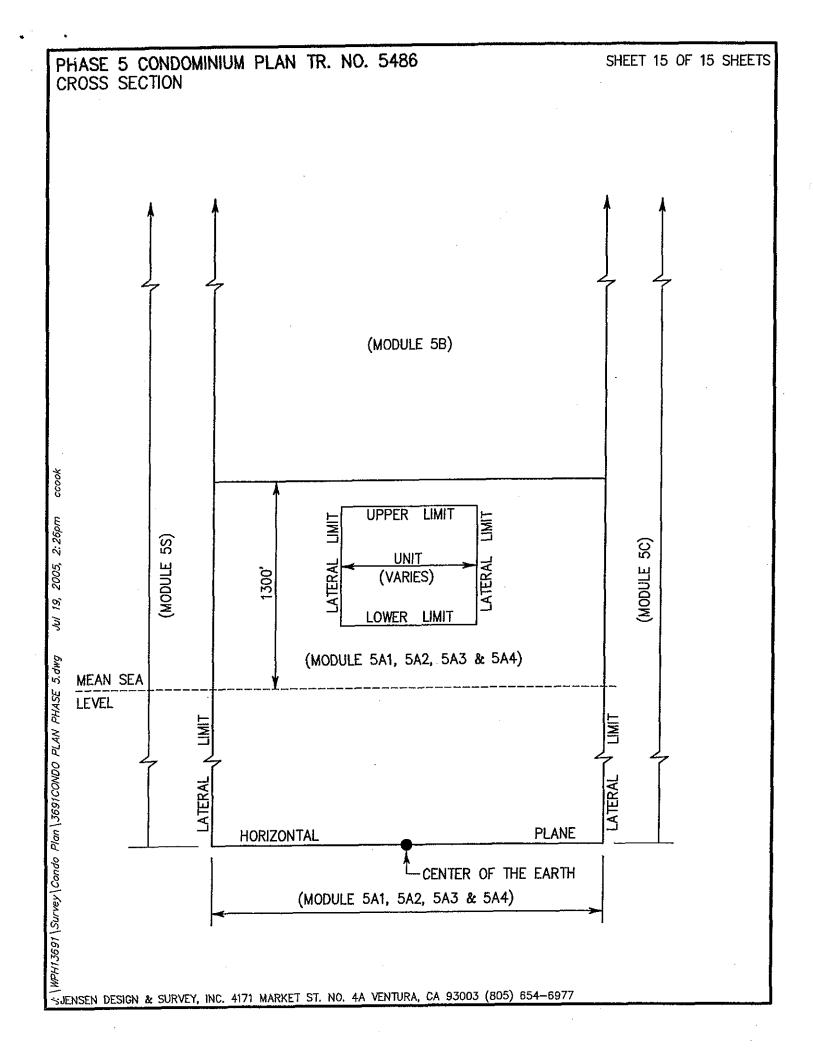


LEVEL	FIRST FLOOR	FIRST FLOOR	SECOND FLOOR	THIRD FLOOR
U.L.	144.53	144.58	154.66	164.74
	134.83	135.5	145.58	155.66
U.L.	144.04	144.08	154.16	164.24
LL	134.34	135.0	145.08	155.16
U.L.	143.53	143,58	153.66	163.74
LL.	133.83	134.5	144.58	154.66
Ų.L.	142.53	142.88	152.96	163.04
LL.	132.83	133.8	143.88	153.96
U.L.	142.54	142.58	152.66	162.74
L.L.	132.84	133.5	143.58	153.66
	U.L. U.L. U.L. U.L. U.L. U.L. U.L. U.L.	U.L. 144.53 U.L. 134.83 U.L. 144.04 L.L. 134.34 U.L. 143.53 L.L. 133.83 U.L. 142.53 L.L. 132.83 U.L. 142.54	LEVEL G E R U.L. 144.53 144.58 L.L. 134.83 135.5 U.L. 144.04 144.08 L.L. 134.34 135.0 U.L. 143.53 143.58 L.L. 133.83 134.5 U.L. 142.53 142.88 L.L. 132.83 133.8 U.L. 142.54 142.58	LEVEL G E R B U.L. 144.53 144.58 154.66 L.L. 134.83 135.5 145.58 U.L. 144.04 144.08 154.16 L.L. 134.34 135.0 145.08 U.L. 143.53 143.58 153.66 L.L. 133.83 134.5 144.58 U.L. 142.53 142.88 152.96 L.L. 132.83 133.8 143.88 U.L. 142.54 142.58 152.66

LEGEND

- (E) ENTRY
- (R) RESIDENTIAL ELEMENT
- B BALCONY
- G GARAGE ELEMENT
- L.L. LOWER LIMIT
- U.L. UPPER LIMIT

SJENSEN DESIGN & SURVEY, INC. 4171 MARKET ST. NO. 4A VENTURA, CA 93003 (805) 654-6977



This is to certify that this is a full, true and correct copy of the original recorded in the office of the County Recorder of Los Angeles County on

200 S

as Document No. _ CHICAGO TIZLE

By TITLE DECIDED

When Recorded, Mail To:

Recording Requested By, And

Western Pacific Housing, Inc. 21300 Victory Blvd, Suite 700 Woodland Hills, CA 91367

CONDOMINIUM PLAN
CREATING PURSUANT TO THE GOVERNMENT CODE SECTION 66427
A CONDOMINIUM PLAN FOR

WICKFORD PHASE 6

OVER LOT 1 OF TRACT NO. 5486
IN THE CITY OF CAMARILLO, COUNTY OF VENTURA, CALIFORNIA
AS RECORDED IN BOOK 153 AT PAGE 1 OF MISCELLANEOUS RECORDS
OF VENTURA COUNTY, CALIFORNIA

AND

SHOWING AND DEFINING MODULES, COMMON AREA AND UNITS

OWNERSHIP CERTIFICATE

We, the undersigned, being all parties required by California Civil Code Section 1351(e) to execute this certificate, do hereby consent to the preparation and recordation of the within CONDOMINIUM PLAN pursuant to said section.

Western Pacific Housing Ing, a Delaware Corporation

BY: A

Jason Frank, Vice President

BY:

Rick Coop, Vice Presiden

NOTARY SIGNATURE ACKNOWLEDGMENTS

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

Christina A. liesle,

On July 20, 7065 before me, Notary Public personally appeared Jason Frank and Rick Coop,

A personally known to me proved to me on the basis of satisfactory evidence,—
to be the persons whose names are subscribed to the within instrument and acknowledged to me that they
executed the same in their authorized capacities, and that by their signatures on the instrument the persons
or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Austina A. aisle

CHRISTINA A. CIESLA
Commission # 1336866
Notary Public - California
Los Angeles County
My Comm. Expires Dec 30, 2005

SURVEYOR'S STATEMENT & CERTIFICATION

I hereby certify that I am a licensed land surveyor of the state of California and that, subject to all the notes and definitions hereof, this CONDOMINIUM PLAN sets forth the boundaries of the land affected by this CONDOMINIUM PLAN, defines the boundaries of Lot 1 and the locations of the modules, UNITS and COMMON AREA within said lot, and that this plan conforms substantially to the airspace boundaries of this CONDOMINIUM project.

Joseph P. Tennyson, Jr.

LS 5983 (Exp. 12/31/06)

7.19.2005 Date

Sheet 2 of 23 sheets

JOSEPH P. TENNYSON, JR. EXP. 12/31/06 NO. 5983

CONDOMINIUM PLAN NOTES AND DEFINITIONS

- 1. "PHASE 6 PROPERTY" shall mean and refer to those certain portions of Lot 1 of Tract No. 5486 in the City of Camarillo, County of Ventura, State of California, more particularly described herein as MODULE 6A, MODULE 6B and MODULE 6S. The PHASE 6 PROPERTY is comprised of (i) CONDOMINIUM UNITS 149 through 166, inclusive, and 206 through 220, inclusive, located on said MODULE 6A; (ii) ASSOCIATION PROPERTY consisting of MODULE 6A, excluding the CONDOMINIUM UNITS, and MODULE 6S; and (iii) COMMON AREA consisting of MODULE 6B, all as more particularly shown and described herein. The PHASE 6 PROPERTY is located on portions of Lot 1 of Tract Number 5486, which Tract is shown on a map recorded in Book [], Page [] of Miscellaneous Records of Ventura County, California.
- 2. "ASSOCIATION PROPERTY" shall mean and refer to MODULE 6A (excluding the above referenced CONDOMINIUM UNITS), and MODULE 6S, including, without limitation, the land and all IMPROVEMENTS constructed on such Modules.
- 3. "COMMON AREA" shall mean and refer to MODULE 6B, as shown and described herein.
- 4. "CONDOMINIUM" shall mean an estate in real property as defined in California Civil Code Section 1351(f), and shall consist of an undivided fee simple ownership interest in the COMMON AREA in a Phase of Development, together with a separate ownership interest in fee in a UNIT and all easements appurtenant thereto. The fractional undivided fee simple interest appurtenant to each UNIT in the Phase of Development described in this CONDOMINIUM PLAN shall be an undivided 1/33rd interest in the COMMON AREA located in this Phase of Development of the Project to be held by the owners of CONDOMINIUMS in this Phase as tenants in common.
- 5. "CONDOMINIUM PLAN" shall mean and refer to this plan prepared in accordance with the provisions of Sections 1351(e) of the California Civil Code.
- 6. "CONDOMINIUM BUILDING" shall mean and refer to a separate building containing CONDOMINIUM UNITS. Each CONDOMINIUM BUILDING contains either three (3) or six (6) UNITS.
- 7. "DECLARATION" shall mean and refer to that certain "DECLARATION of Covenants, Conditions, and Restrictions, and Reservation of Easements for Wickford at Village at the Park" recorded concurrently herewith, as it may be amended and/or restated from time to time. In the event of any conflict between the DECLARATION and this CONDOMINIUM PLAN, the DECLARATION

- shall control. All defined terms used in this CONDOMINIUM PLAN, and not otherwise defined herein, shall have the meaning prescribed for that term in the DECLARATION.
- 8. "IMPROVEMENTS" shall mean and refer to all structures and appurtenances thereto of every kind, as more full set forth in the DECLARATION.
- 9. "MODULE 6A" shall mean that certain portion of Lot 1 of Tract Number 5486 which is a three dimensional airspace volume bounded by and contained within the following boundaries: The lower vertical boundary extends to the center of the earth; the upper vertical boundary is one thousand three hundred feet (1,300') above mean sea level; and the lateral boundaries are vertical planes at the limits of the horizontal dimensions of said Module as shown herein. MODULE 6A is comprised of 33 UNITS and ASSOCIATION PROPERTY.
- 10. "MODULE 6B" shall mean a three-dimensional airspace volume located directly above MODULE 6A and is bounded by and contained within the following boundaries: The upper vertical boundary extends infinitely upwards; the lower vertical boundary is one thousand three hundred feet (1,300) above mean sea level; and the lateral boundaries are vertical planes at the limits of the horizontal dimensions of MODULE 6A.
- 11. "MODULE 6S" shall mean a three-dimensional portion of Lot 1 of Tract
 Number 5486 as shown and described herein and are bounded by and contained
 within the following boundaries: The lower vertical boundary of said MODULE
 6S is the center of the earth, the upper vertical boundary of said Module extends
 infinitely upwards, and the lateral boundaries of said Module are vertical planes at
 the limits of the horizontal dimensions of said MODULE 6S as shown herein.
 MODULE 6S is a private street.
- 12. "UNIT" or "SEPARATE INTEREST" shall mean a SEPARATE INTEREST in space as defined in Section 1351(f) of the Civil Code. Each UNIT or SEPARATE INTEREST shall be a separate free-hold estate, as separately shown, numbered and designated herein, consisting of a Residential Element, a Garage Element and, if applicable, a Balcony Element, a Patio Element, and/or an Entry Area Element. In interpreting deeds, DECLARATIONS and plans, the existing physical boundaries of the UNIT, or of a UNIT constructed or reconstructed in substantial accordance with the plan as shown herein and the original plans thereof, if such plans are available, shall be conclusively presumed to be its boundaries, rather than the description expressed herein, in the deed or DECLARATION, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries as shown herein or defined in the deed or DECLARATION, and the boundaries of a building as constructed or reconstructed.

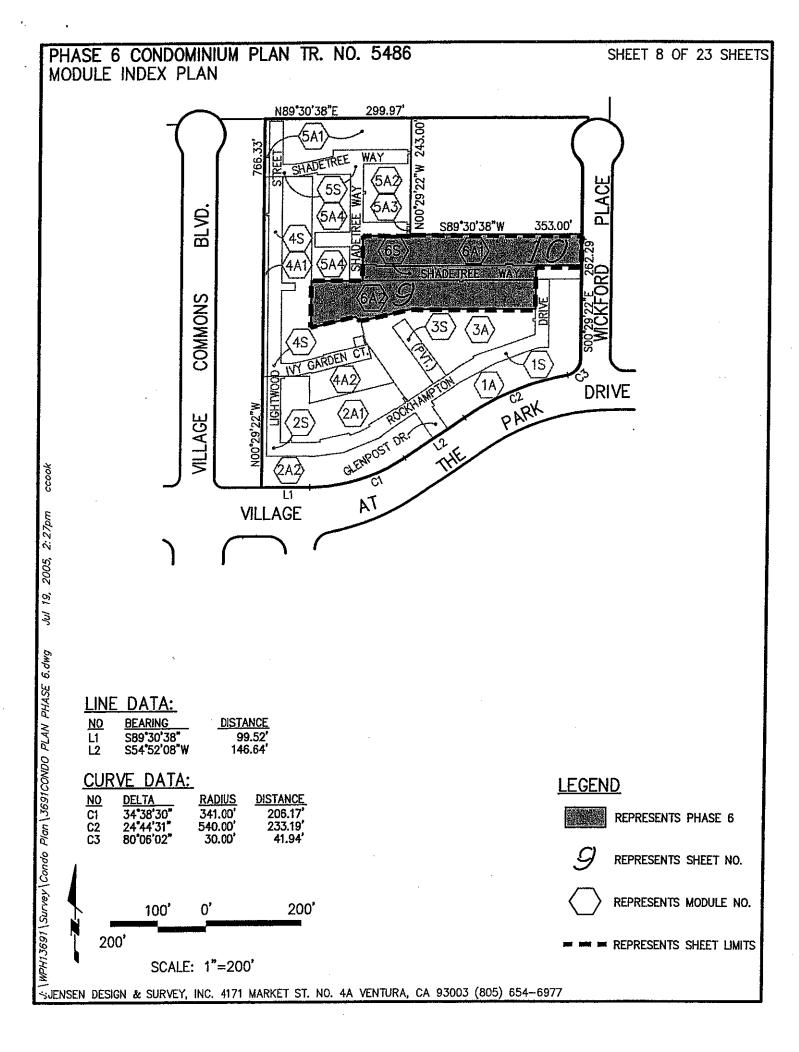
Whenever reference is made to a UNIT, such reference is made to the UNIT as a whole, including its Residential Element, its Garage Element and any other Patio Element, Balcony Element or Entry Area Element having the identical number designation as the UNIT.

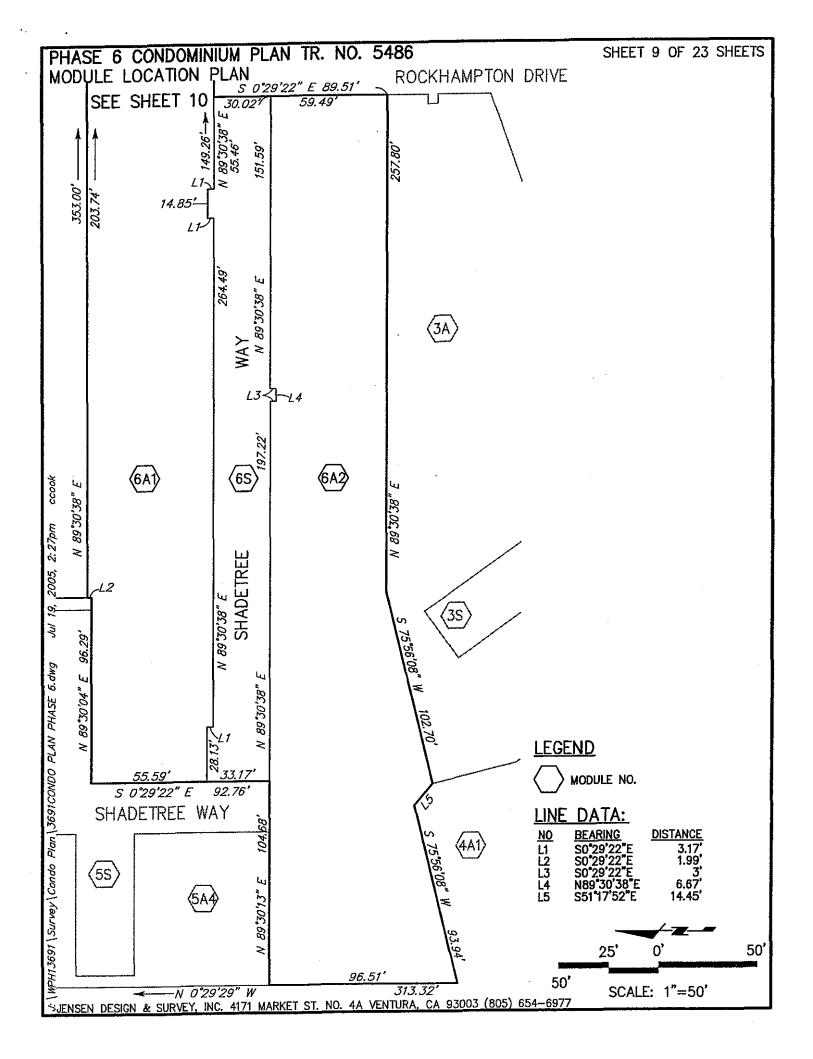
- Residential Element. Each Residential Element is identified herein by the letter "R" and its respective UNIT number, and is an airspace bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors thereof and the interior surfaces of the firebox of the fireplace, if any, extending from the floor to the top of the fireplace. The lower and upper limits of each level of the residential airspace element are horizontal or sloped planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each level of the residential airspace element are vertical planes at the limits of the horizontal dimensions shown herein for each Residential Element. Each UNIT includes both the portion of the building so described and the airspace so encompassed, all windows and doors in said UNIT (including all locks, handles, latches, screens and weatherstripping), any forced air heating unit, any air conditioning compressor, any hot water heater, all built-in appliances and fixtures, any interior staircase, and the firebox portion of any fireplace in the affected UNITS. However, the following are not a part of the UNIT: bearing walls, columns, beams, floors, unfinished roofs, slabs, foundations, landings, reservoirs, tanks, pumps, private on-site sewer laterals and lines, drains, and other central services, pipes, ducts, flues, chutes, conduits, wires, exterior lighting and other utility installations wherever located (except all utility installations and/or outlets thereof when located within the UNITS).
- (b) Garage Element. The Garage Element is identified herein by the letter "G" and its respective CONDOMINIUM UNIT number, and is an airspace bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings and garage door of said element. The lower and upper limits of each Garage Element are horizontal or sloped planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each garage airspace element are vertical planes at the limits of the horizontal dimensions shown herein for each Garage Element.
- (c) <u>Balcony Element</u>. The Balcony Element identified herein by the letter "B" and its respective CONDOMINIUM UNIT number, and is an airspace bounded by and contained within the exterior finished surfaces of the CONDOMINIUM BUILDING and the interior finished surface of the balcony. The lower and upper limits of each Balcony Element are horizontal planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each Balcony Element shall be as originally constructed, being the exterior finished surfaces of any exterior walls, windows or doors of its

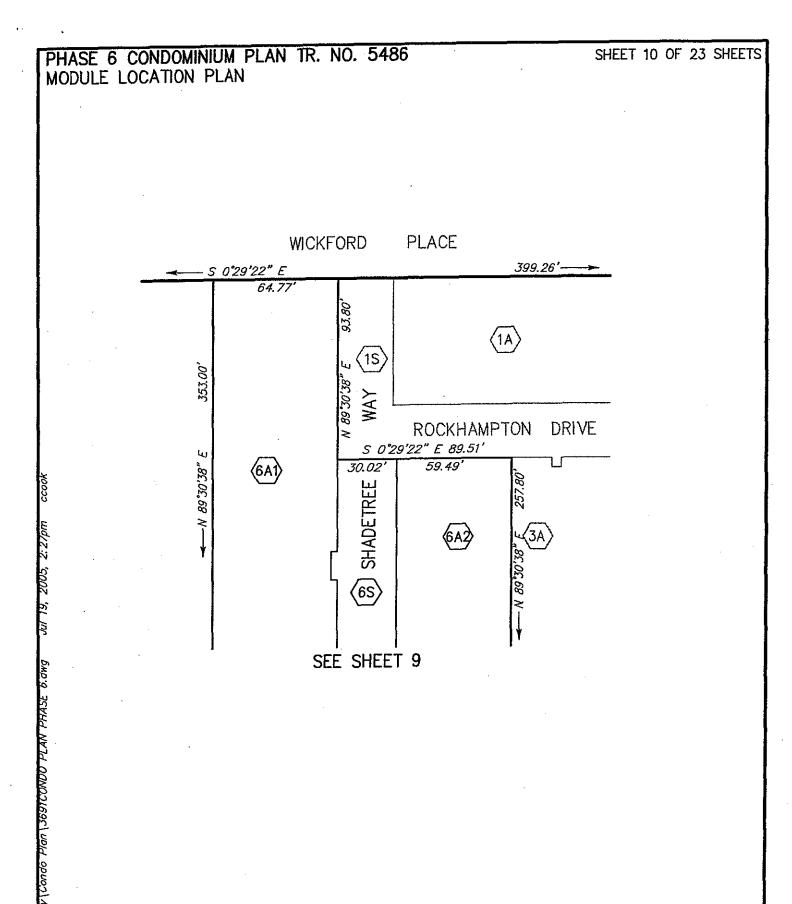
appurtenant Residential Element and the interior unfinished surfaces of any railing or wall (if applicable) thereby enclosing said Balcony Element, as more particularly shown and described herein.

- (d) Entry Area Element. The Entry Area Element is identified herein by the letter "E" and its respective CONDOMINIUM UNIT number, and is an airspace bounded by and contained within the exterior finished surfaces of the CONDOMINIUM BUILDING, the interior finished surface of the entry perimeter walls, the projection of the interior finished surface of the entry perimeter wall across the concrete sidewalk at wall opening, the edge of the concrete patios adjoining landscape areas and the front edge of the concrete porches not inside an entry perimeter wall. The lower and upper limits of each Entry Area Element are horizontal planes, the elevations of which are indicated in the Schedule of Vertical Elevations set forth herein. The lateral boundaries of each Entry Area Element shall be as originally constructed, being vertical planes at the bounds described herein, as more particularly dimensioned herein.
- 13. Presumption of Boundaries. In interpreting this CONDOMINIUM PLAN, the DECLARATION and any instruments of conveyance, the existing physical boundaries of the UNIT, or of a UNIT reconstructed in substantial accordance with this CONDOMINIUM PLAN, shall be conclusively presumed to be its boundaries, rather than the metes and bounds (or other description) expressed in this CONDOMINIUM PLAN, the DECLARATION or any instrument of conveyance, regardless of settling or lateral movement and regardless of minor variances between the boundaries shown herein, in the DECLARATION and/or in any instrument of conveyance, and the actual boundaries of the UNIT.
- 14. **CONDOMINIUM Numbering**. The **thirty-three** individual CONDOMINIUM UNITS are numbered as shown herein.
- 15. Intersection of Lines and Ties. All airspace boundary lines and ties intersect either at right angles or at forty-five (45) degree angles, unless otherwise indicated. Tie distances are to the exterior face of the foundation.
- 16. UNIT Dimensions. This CONDOMINIUM PLAN and the dimensions shown herein are intended to conform to California Civil Code Section 1351(e), which requires, in part, with respect to the land and real property described in the above referenced Tract, the inclusion herein of diagrammatic floor plans of the buildings to be built thereon in sufficient detail to identify each UNIT, its relative location and approximate dimensions. Dimensions shown herein are not intended to be sufficiently accurate enough to use for computation of floor area or air space volume encompassed in all or any of the UNITS. The diagrammatic floor plans contained herein intentionally omit information with respect to the internal partitioning within the UNITS. Likewise, such details as protrusions of vents,

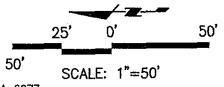
- ducts, beam columns, window casings and other such features into the airspace encompassed by the UNITS as shown are not intended to be reflected in this CONDOMINIUM PLAN.
- 17. Lateral Dimensions. The lateral dimensions of the UNITS are as shown on the Element Dimensions Plans set forth herein.
- 18. Vertical Dimensions. The elevations of the vertical boundaries of the CONDOMINIUM UNITS are as shown on Sheet 22 and depicted on the Vertical Cross Section diagram on Sheet 23.
- 19. Basis of Bearings. The bearing of North 00° 29'22" West, for the centerline of Wickford Place, as shown on the map filed in Book 150 at Page 36 of Miscellaneous Records of said county was used as the basis of bearing for this plan.
- 20. **Bench Mark**. The elevations shown herein are based locally upon the following: Ventura County Bench Mark No. 75-19 RM1, a brass disk set in the top of curb 0.3 miles easterly along Pleasant Valley Road from it's intersection with Lewis Road, 48.0 feet westerly from the easterly end of a concrete sidewalk and curb, 37.0 feet easterly from a light standard, 30.0 feet northerly from the center of Pleasant Valley Road NGVD 29 elevation: 121.21 feet 21.
- 21. Applications of Definitions. Various capitalized words and phrases used herein are defined in the DECLARATION referenced above, and unless the context herein shall otherwise indicate, such words and phrases shall have the same meaning herein as is ascribed to them in the DECLARATION.



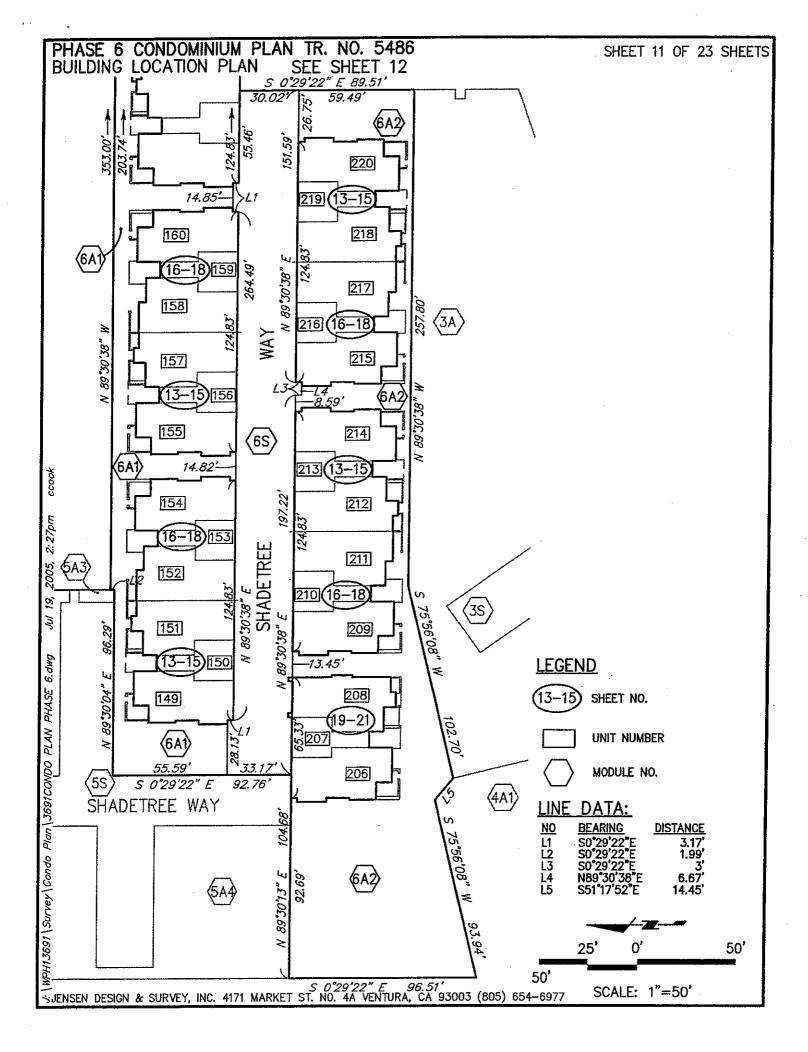






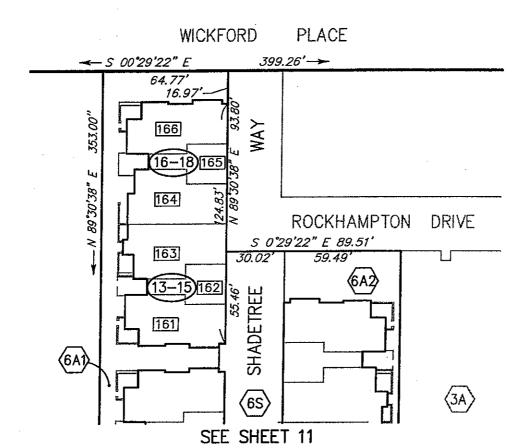


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SHEET 12 OF 23 SHEETS





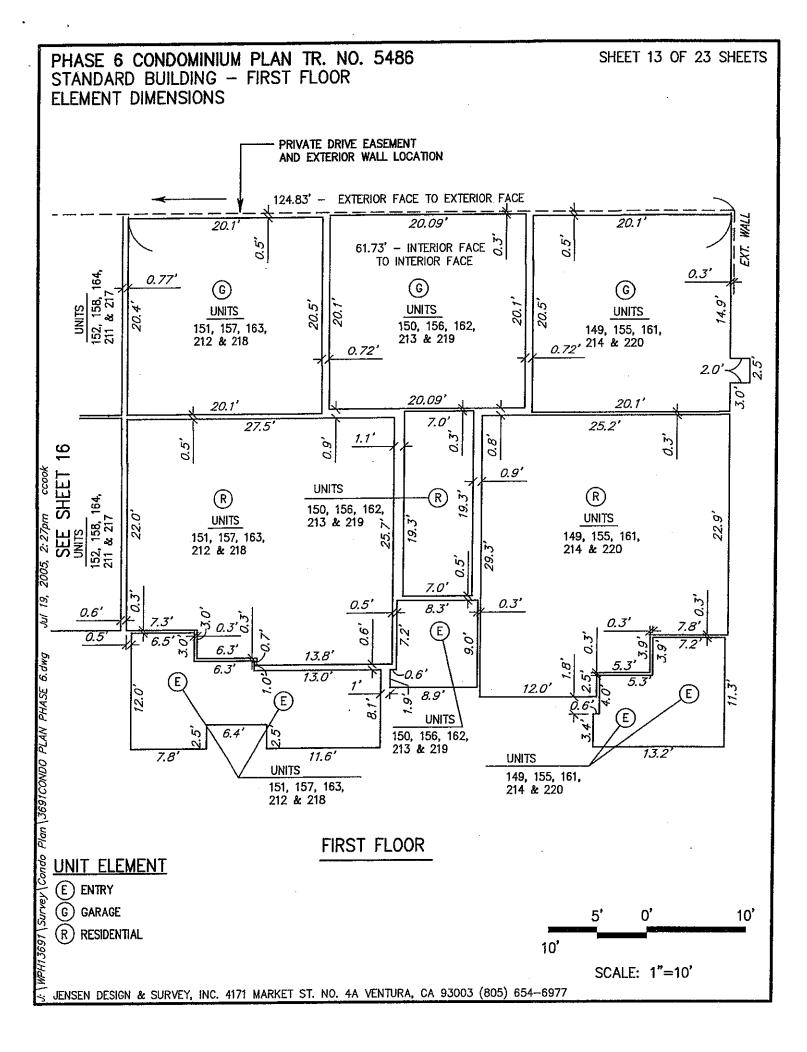
13-15) SHEET NO.

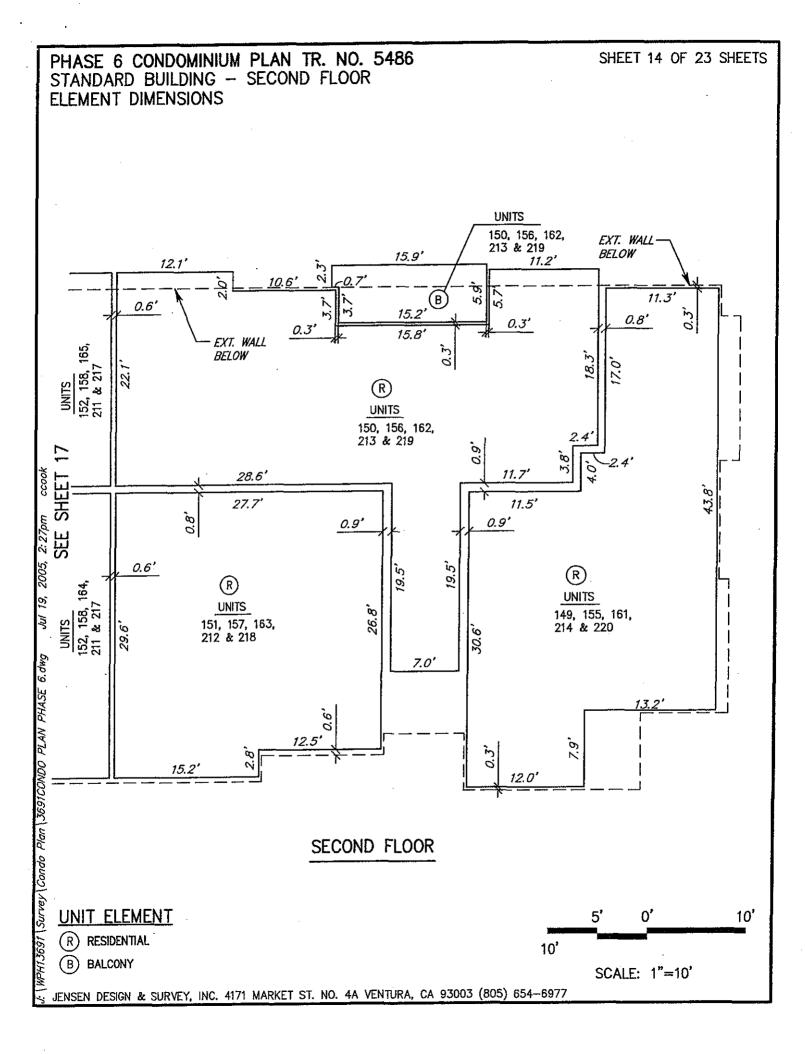
UNIT NUMBER

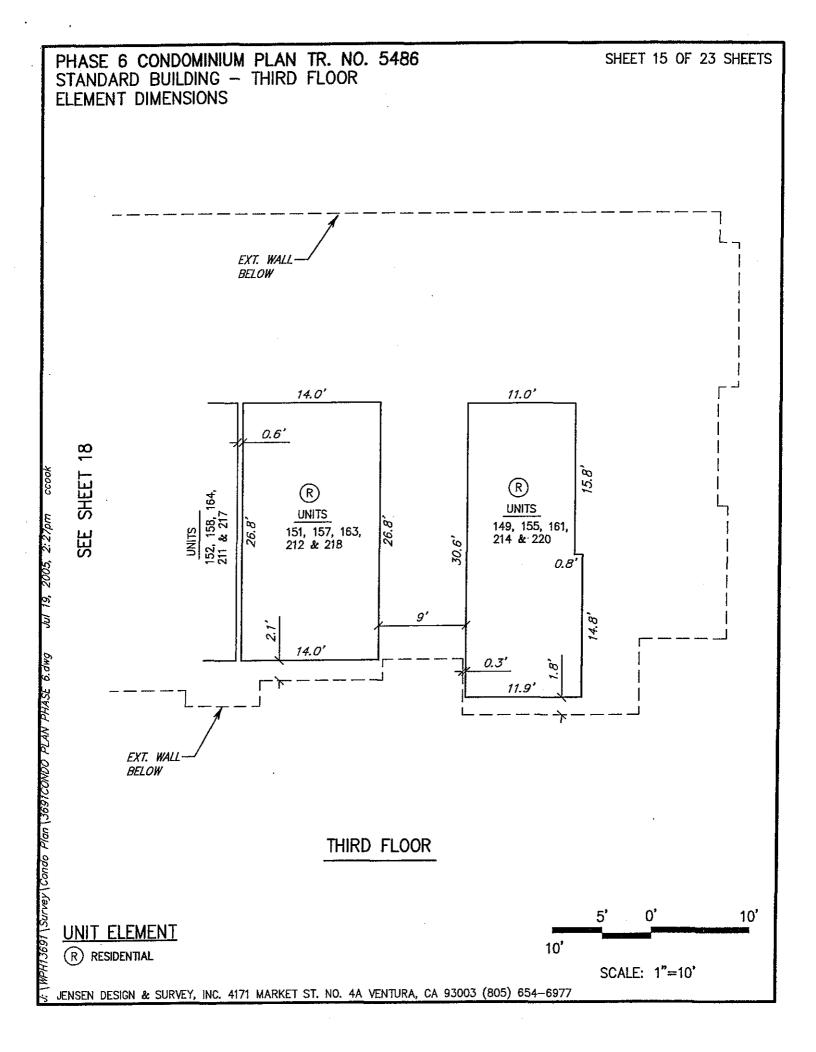
MODULE NO.

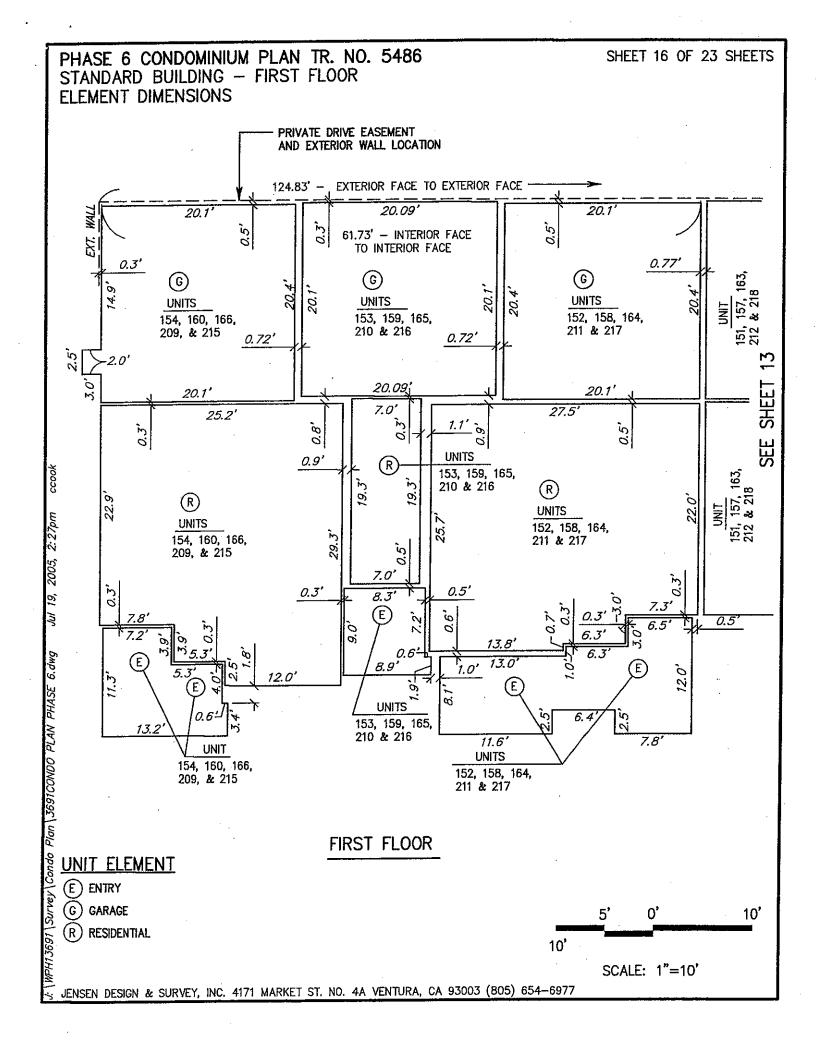
25' 0' 50' 50' SCALE: 1"=50'

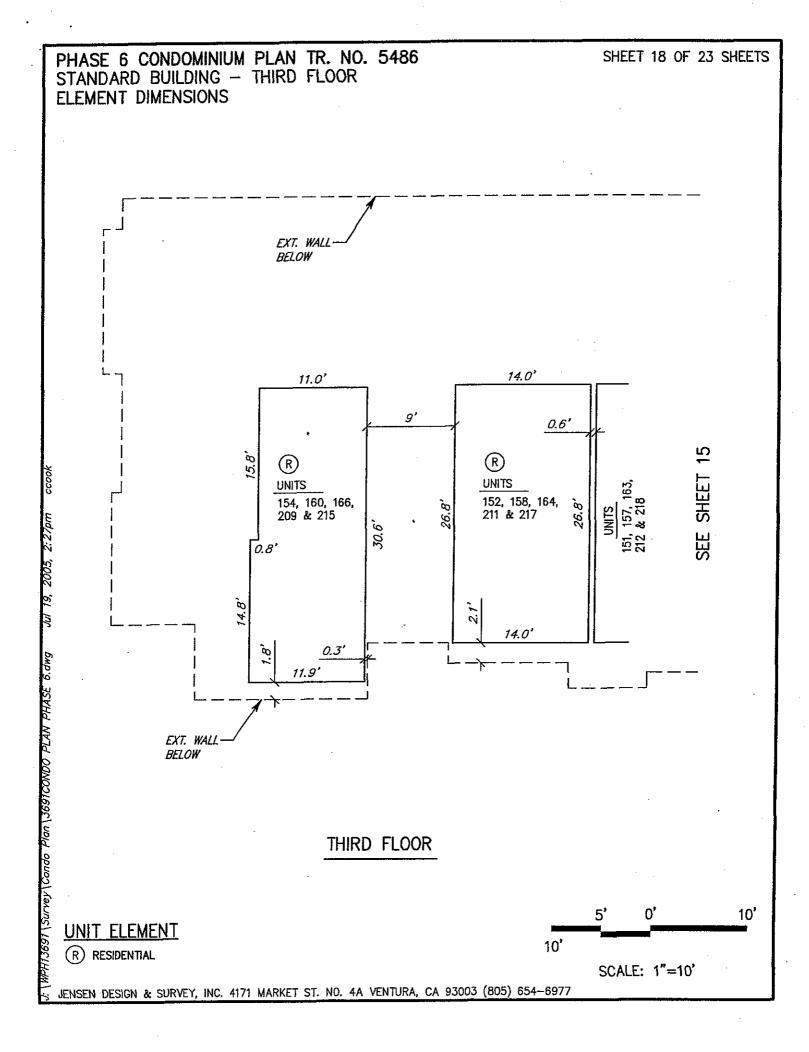
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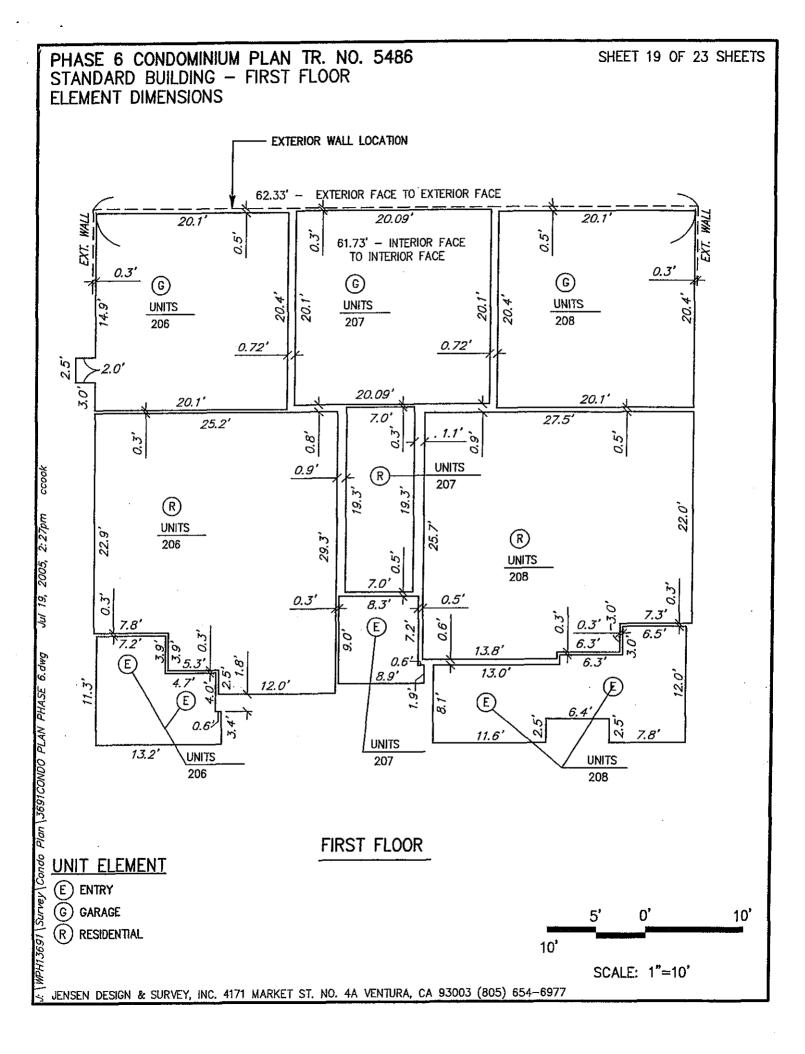










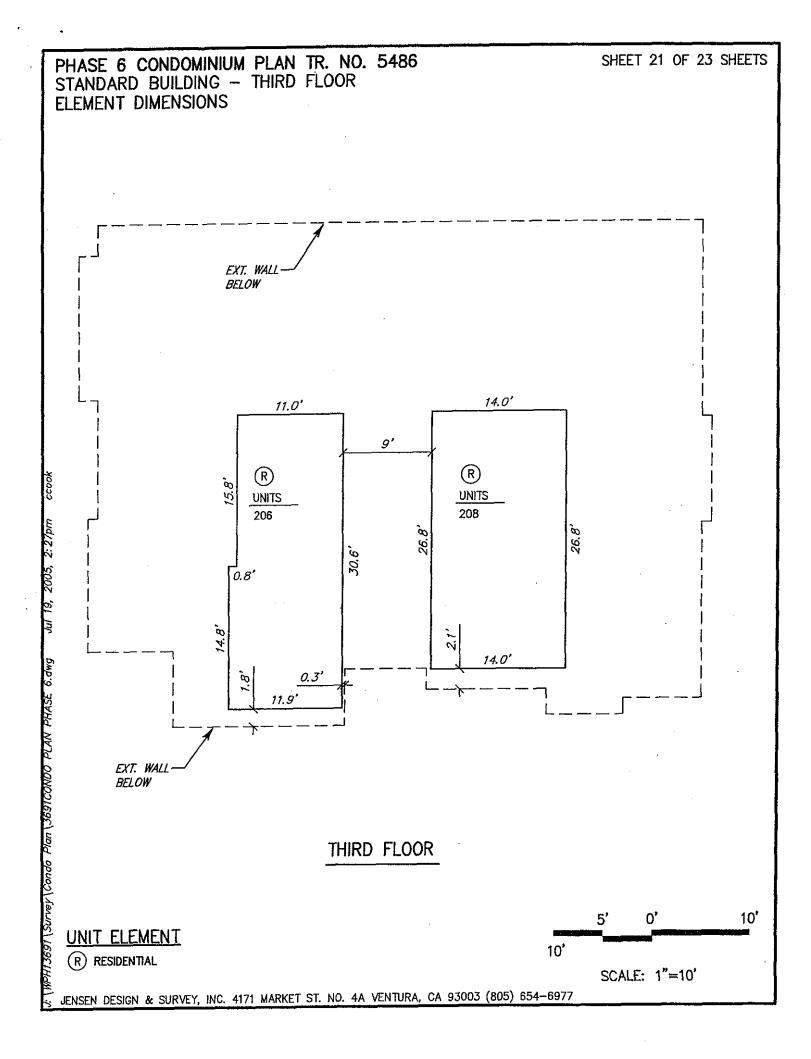


UNIT ELEMENT

- (R) RESIDENTIAL
- (B) BALCONY

0' 10' 10' SCALE: 1"=10'

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UNIT NO.	LEVEL	FIRST FLOOR	FIRST FLOOR	SECOND FLOOR	THIRD FLOOR
206, 207 & 208	U.L.	141.53	141.58	151.66	161.74
		131.83	132.5	142.58	152.66
149, 150, 151, 152, 153, 154, 161, 162, 163, 164, 165 & 166	U.L.	141.93	141.88	151.96	162.04
		132.23	132.8	142.88	152.96
155, 156, 157, 158, 159, 160, 209, 210, 211, 212, 213, & 214	U.L.	142.33	142.38	152.46	162.54
		132.63	133.3	143.38	153.46
215, 216, 217, 218, 219 & 220	U.L.	142.23	142.28	152.36	162.44
	LL	132.53	133.2	143.28	153.36

LEGEND

- (E) ENTRY
- (R) RESIDENTIAL ELEMENT
- B BALCONY
- G GARAGE ELEMENT
- L.L. LOWER LIMIT
- U.L. UPPER LIMIT

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