

AMENDMENT #1

OCT 28 1997

recording requested by and when recorded return to:

John Laing Homes (California), Inc.
18600 Fairchild, Suite 150
Irvine, CA 92614
Attn: Ms. Dorrie Steele

COPY of Document Recorded

Has not been compared with original.
Original will be returned when processing has been completed.

(Space Above For Recorder's Use) LOS ANGELES COUNTY CLERK

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
SOUTHWIND VILLAGE

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SOUTHWIND VILLAGE ("First Amendment") is made this 24 day of October, 1997, by and among SOUTHWIND VILLAGE PARTNERS, a California limited partnership ("Southwind"), JOHN LAING HOMES (CALIFORNIA), INC., a California corporation ("Laing"), and SOUTHWIND VILLAGE COMMUNITY ASSOCIATION, INC., a California nonprofit, mutual benefit corporation ("Association").

R E C I T A L S :

A. Southwind, as the Original Declarant pursuant to that certain Declaration (defined below), commenced development of a residential condominium project on real property more particularly described as:

Lot 1 of Tract 45329, filed in Book 1204, Pages 26 and 27, of Maps, in the Office of the County Recorder of Los Angeles County, California (hereinafter referred to as the "Project").

B. In connection with development of the Project, Southwind previously executed and caused to be recorded a "Declaration of Covenants, Conditions and Restrictions of Southwind Village" on August 23, 1994, as Instrument No. 94-1558306, in the Official Records of Los Angeles County, California ("Declaration").

C. Subsequent to the construction and sale to retail purchasers of certain Units in the Project, Southwind sold eighty-seven (87) Units to Laing ("Laing Units"), and on May 15, 1997, assigned to Laing as a "Successor Developer" and "Successor Declarant" (as such terms are defined in the Declaration), all of Southwind's rights as Declarant under the Declaration.

D. In the event Laing decides not to construct all or some of the remaining "Dwelling[s]" (as such term is defined in the Declaration) on one or more of the Laing Units, Laing desires to have the ability and power to convey such Laing Unit or Units to the Association subject to a deed restriction which would prohibit construction of a Dwelling within the Laing Unit. In the event such Laing Unit is not improved with a Dwelling, the Project will not contain one hundred and twenty (120) Dwellings as originally planned by Southwind.

E. In accordance with Section 12A of the Declaration, all Unit owners in the Project are obligated to pay their respective proportionate share of the Regular Annual Assessment.

F. If Laing conveys a Unit to the Association as indicated hereinabove, Section 12A of the Declaration would require the Association, as an owner of a Unit, to pay its proportionate share of the Regular Annual Assessment.

G. Due to the proposed deed restriction associated with the anticipated conveyance of a Unit from Laing to the Association, Laing, Southwind, and the Association agree that such Unit contains more characteristics of "Common Area" (as defined in the Declaration) than a Unit.

H. Laing, Southwind and the Association desire to amend the Declaration to exempt the Association from any obligation to pay assessments (e.g., Regular or Special) for any and all property owned by the Association.

I. In addition to modifying the anticipated development plan by eliminating the construction of one or more of the Laing Units, Laing also has evaluated the site plan and investigated the site conditions associated with portions of the Project related to the Laing Units. As a result of this evaluation and investigation, Laing has determined it is necessary to amend the Declaration to include provisions which allow granting of easements for the encroachment of a Dwelling into the Common Area and use of portions of a Unit for an adjacent Unit's yard and modifying certain Condominium boundaries of the Laing Units from that which is currently depicted on the recorded Condominium Plan for Tract 45329 ("Condominium Plan").

J. As of the date of this First Amendment, two years have elapsed since the first conveyance of a Unit to a retail purchaser pursuant to a Final Subdivision Public Report issued by the Department of Real Estate, and as a result, the Class B voting membership has ceased and has been converted to Class A voting membership.

K. In accordance with Section 42 of the Declaration, at such time as only one class of voting is applicable to the

Project, the Declaration may be amended, subject to the rights of the Mortgagees under Section 36 of the Declaration, by an affirmative vote of both a bare majority of the total voting power of the Association and a bare majority of the votes of members of the Association other than the Declarant.

L. The Class A membership is comprised of individual retail owners of various completed Units in the Project ("Owners"); Southwind, as the owner/builder of ten (10) Units in the Project; and Laing as the owner/builder of eighty-seven (87) Units in the Project.

M. As evidenced by the signatures on Exhibit "A" attached hereto, the Owners of at least fifty-one percent (51%) of the voting membership of the Association attributable to Class A, other than the Declarant (i.e., Southwind and Laing) and one hundred percent (100%) of the Original Declarant's and the Successor Declarant's votes, have affirmatively voted to approve this First Amendment and, as a result thereof, shall authorize the Board to amend the current recorded Condominium Plan for Tract 45329 or record documents which have the effect of amending such Condominium Plan. As also evidenced by Exhibit "A", the Owners have authorized the Association, by and through its President and Secretary, to execute this First Amendment for and on their behalf.

N. At least fifty-one percent (51%) of the first Mortgagees affecting Units in the Project have approved this First Amendment (e.g., see Exhibit "B"), or have been deemed to consent to this First Amendment pursuant to the provisions set forth in Section 36R of the Declaration, and have authorized or deemed to have authorized the Association, by and through its President and Secretary, to execute this First Amendment for and on their behalf.

O. The Association, for and on behalf of the owners of at least fifty-one percent (51%) of the voting power of the Association attributable to the Class A memberships, other than the Original and Successor Declarants, and for and on behalf of at least fifty-one percent (51%) of the first Mortgagees, and Southwind and Laing desire to amend the Declaration, as more particularly set forth hereinbelow.

NOW, THEREFORE, the Association, for and on behalf of the owners of at least fifty-one percent (51%) of the voting power of the Association attributable to the Class A memberships, other than the Original Declarant and Successor Declarant, and for and on behalf of at least fifty-one percent (51%) of the first Mortgagees, and Southwind and Laing do hereby amend the Declaration, and each and all of the covenants, conditions, restrictions, easements, reservations, liens and charges set forth therein (hereinafter collectively referred to as the "Covenants"), as more particularly set forth in this First Amendment. Each and all of the Covenants, as amended hereby, shall run with the land and shall inure to the

benefit of, and be binding upon, the Association and all owners of Units in the Project, and upon their respective successors, assigns and grantees.

A. With respect to amending the Declaration to accommodate the elimination of a Dwelling from one of the Laing Units, the following provisions in the Declaration are revised.

1. Section 2D, is hereby amended to add the following sentence immediately after the first sentence therein:

"Any Unit owned by the Association shall be deemed "Common Area" pursuant to this Declaration, unless otherwise determined appropriate by the Board, except the Association shall retain ownership of a 1/120 interest in the Undivided Interest Common Area in the Project." The Association shall accept the conveyance of any Common Area or Dwelling by the Declarant.

2. Section 2S, is hereby amended to add the following phrase to the second sentence thereof:

"..., except the Association shall have no vote or voting rights attributable to any Unit which is owned by the Association."

3. Section 12A, is hereby amended to add the following language thereto:

"The following property subject to this Declaration shall be exempt from any and all Assessments herein:

(1) All property dedicated to and accepted by a local public authority;

(2) All property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of California, however, no land or improvements devoted to dwelling use shall be exempt from said Assessment; and

(3) Any Common Area, Condominium, or Unit owned in fee by the Association."

B. With respect to amending the Declaration or Condominium Plan, or recording a subsequent document to accommodate adjustments to the plotting of Dwellings within Units, Condominium boundaries of the Laing Units, and creation of easements between adjoining Units, the following provisions are added to the Declaration.

1. Article 7, is hereby amended to add the following Paragraph W thereto:

"W. Accommodating Unit Boundary Modifications

The Board shall have the power and authority to grant exclusive easements to Declarant and/or an Owner in, on, over, under, across, and through the Common Area for the construction of portions of a Dwelling located outside the boundaries of the Condominium and the use thereof as a Dwelling consistent with this Declaration."

2. Article 17, Section G is hereby deleted in its entirety and Article 17, Section G, as set forth hereinbelow, is substituted in lieu thereof:

"G. Easements Reserved by Declarant for Construction, Sales and Related Purposes

Nothing in this Article or elsewhere in this Declaration shall limit, restrict, abridge or control, in any manner whatsoever, Declarant's right to complete the planning, development, grading, construction, advertising, marketing, leasing and sales of the Condominiums, and all other property within the Project (including any property which may be annexed thereto pursuant to the provisions of this Declaration), including, without limitation, the following specific rights, which may be exercised by Declarant, or by its agents and employees, in conjunction with such development and marketing of Condominiums in the Project. Therefore, Declarant shall have the right to: (a) complete construction of any improvements in the Project; (b) redesign or otherwise alter the style, size, color or appearance of any Dwelling in any portion of the Project owned by Declarant and implement an Assessment schedule thereon consistent with such development; (c) construct additional improvements on any portion of the Project owned by Declarant; (d) adjust Condominium boundaries (e.g., changes to the Condominium Plan or recordation of documents deemed acceptable by a title insurance company), grade or re-grade any portion of the Project owned by Declarant; and (e) otherwise control all aspects of designing, constructing, and phasing the improvements in the Project, and of marketing and conveying Condominiums in the Project. In furtherance thereof, Declarant hereby reserves, unto itself and its assigns (e.g., all Successor Declarants) until such time as all of the Units in the Project have been sold by Declarant or such Successor Declarants:

(1) A nonexclusive easement for ingress and egress on, over and across the Project (including every part of the Common Area and the Units) as necessary to construct the Condominiums and all other improvements;

(2) The exclusive right to maintain one (1) or more sales office(s), model complex(es), interior design and decorator center(s) and parking areas for employees, agents and prospective buyers;

(3) The exclusive right to place reasonable signs, flags, banners, billboards or other forms of advertising on any portion of the Project owned or controlled by Declarant and/or Common Area (specifically including the Project entry area), as Declarant deems necessary, irrespective of size, color, shape or materials of such items;

(4) The right to determine the hours of operation of the Project entry gates;

(5) A nonexclusive right to utilize the Common Area and any unassigned open parking spaces in connection with its program for the sale or leasing of Condominiums in the Project;

(6) The right to install, place, replace, construct, reconstruct, modify or remove any improvement from any Condominium owned by Declarant, as Declarant may, in its sole discretion, deem appropriate;

(7) The right to conduct any commercial activity upon any Condominium owned by Declarant which reasonably relates to the development, marketing, leasing or sale of the Condominiums or other property in the Project; and

(8) The right to utilize the Common Area in the Project, and exclude Owners and their guests, for marketing, sales and promotional activities.

Each Owner hereby grants, upon acceptance of his or her deed to his or her Condominium, an irrevocable special power of attorney to Declarant to execute and record all documents and maps (including, but not limited to, Condominium Plan amendments or grant deeds) necessary to allow Declarant to exercise its rights under this Declaration. The rights of Declarant and all Successor Declarants in connection with these easements may be exercised directly or by such agents, employees, contractors, subcontractors, invitees, successors, assigns and other authorized personnel as the Declarant or any Successor Declarants may designate."

3. Article 17, is hereby amended to add the following Paragraph H thereto:

"H. Easements for Construction and Sales

Declarant hereby reserves unto itself, and its successors and assigns, together with the right to grant and transfer all or a portion of the same, until such time as all the Units in the Project are sold to retail purchasers, nonexclusive easements for access, ingress and egress on and over the Project to carry on normal sales activity, including the operation of a models complex, sales office and parking areas, and the display of promotional

signs and exhibits in connection with the sale or lease of Condominiums in the Project."

4. Article 17, is hereby amended to add the following Paragraph I thereto:

"I. Easements for Encroachments

Declarant reserves for its benefit and the benefit of the Owners, and hereby creates, establishes, and grants to the Owners a reciprocal easement appurtenant to each Condominium over the Units and Common Area for the purpose of (i) accommodating any existing encroachment of any wall, eave, overhang, wing wall and/or chimney of any improvement existing as of the date the escrow initially closed for the sale of the Condominium from the Declarant to an Owner, and (ii) maintaining the same and accommodating authorized construction, reconstruction, repair, shifting, movement, or natural settling of such encroachments or improvements. Declarant further reserves reciprocal easements for utility services and repairs, replacement and maintenance of the same over the Common Area for the benefit of the Owners. Use of the foregoing easements may not unreasonably interfere with each Owner's use and enjoyment of each Owner's respective Condominium as determined by the Board."

5. Article 17, is hereby amended to add the following Paragraph J thereto:

"J. Easements for Yard Areas Over Adjoining Condominium

Declarant hereby reserves unto itself, and its successors and assigns, together with the right to grant and transfer all or a portion of the same, until such time as all the Units in the Project are sold to retail purchasers, permanent exclusive easements appurtenant to certain Units on, over and across those certain portions of their respective adjacent Units for purposes of access, general recreation, gardening, landscaping, maintenance and other purposes as determined by the Declarant, and shall be subject to each and all of the covenants set forth in this Declaration. Such purposes shall include the right of each such Owner to landscape and establish an irrigation system thereon, provided such landscaping and irrigation system shall be first approved by the Board of Directors. Additionally, said Owner shall not plant any tree, shrub or other landscaping upon the easement area which would impair or otherwise threaten the structural integrity of any adjacent Dwelling. Declarant further reserves unto itself, and its successors and assigns, together with the right to grant and transfer all or a portion of the same, until such time as all the Units in the Project are sold to retail purchasers, easements over portions of Units, as reasonably necessary to accommodate drainage and encroachments for any foundation, footing, eave, overhang,

chimney or other similar improvements originally constructed by Declarant. Declarant hereby reserves unto itself, and its successors and assigns, together with the right to grant and transfer all or a portion of the same, until such time as all the Units in the Project are sold to retail purchasers, nonexclusive reciprocal easements over Units for drainage purposes to accommodate the drainage system, including, but not limited to area drains and pipes, originally installed by Declarant pursuant to the grading and construction plans approved by the County of Los Angeles."

6. Article 17, is hereby amended to add the following Paragraph K thereto:

"K. Easements Over Adjoining Condominium

The Project, if developed as proposed, will create situations throughout the Project whereby Owners may be required to access portions of an adjacent Unit to maintain portions of his or her Dwelling constructed on the boundary of a Unit. To accommodate this situation, the Declarant hereby creates, establishes and grants to the Owners easements for ingress, egress, and access and drainage purposes as set forth herein. As used herein, the term "Zero Dwelling Wall" shall mean the particular structural wall of a Dwelling which contains no first floor windows or doors, and which is constructed substantially parallel to the Unit boundary, such that one (1) side of said Wall is the interior of the Dwelling and the other side of the Wall serves as part of the boundary between the adjacent Unit. With respect to this Section only, the following additional definitions shall apply:

(1) "Adjoining Unit" shall mean and refer to each Unit which has a Zero Dwelling Wall constructed adjacent thereto, and which is burdened by permanent easements appurtenant to the adjoining Dominant Unit for ingress, egress and access purposes.

(2) "Dominant Unit" shall mean and refer to each Unit which has permanent easements appurtenant thereto over the Adjoining Unit for ingress, egress and access purposes.

(3) "Dominant Owner" shall mean and refer to any Owner whose Unit is benefitted by permanent easements appurtenant thereto over an Adjoining Unit.

(4) "Adjoining Owner" shall mean and refer to any Owner whose Unit is burdened by permanent easements appurtenant to an adjoining Dominant Unit.

The Dominant Unit Owner shall paint, maintain, and repair his or her Zero Dwelling Wall, in a neat, clean, safe, sanitary and attractive condition, and shall bear all costs thereof. Notwith-

standing the foregoing, if any painting, maintenance or repair is required due to the fault of the Adjoining Owner, the Adjoining Owner shall promptly cause said work to be performed and shall bear all costs thereof. In no event, may the Adjoining Owner paint or drive nails, screws, bolts or other objects into the Zero Dwelling Wall, or permit or suffer anything else to be done to such Wall which would tend to damage, alter or impair the structural integrity of such Wall. Further, the Adjoining Owner shall not, under any circumstances, plant any tree, shrub or other landscaping, or build, erect or otherwise install any improvement of any kind within two feet (2') of the Zero Dwelling Wall which would unreasonably impede or interfere with the necessary maintenance and repairs to the Zero Dwelling Wall by the Dominant Owner, and impair the structural integrity of such Wall.

The Owner of the Dominant Unit shall have an easement for ingress, egress and access on, over and across the yard portion of the Adjoining Unit as reasonably necessary to allow the Owner of the Dominant Unit to paint, maintain and repair the Zero Dwelling Wall, and his or her Dwelling, including any gutter or downspout attached thereto. Except in the case of a bona fide emergency, the Owner of the Dominant Unit shall give the Owner of the Adjoining Unit at least twenty-four (24) hours prior written notice of his or her intention to enter upon the yard portion of the Adjoining Unit, and shall perform all necessary work during reasonable daylight hours. In the event of an emergency, such entry may be made at any time and without notice. Under all circumstances, the Owner of the Dominant Unit shall use his or her best efforts to minimize the duration of the work and the inconvenience to the Owner of the Adjoining Unit.

In addition to the provisions of Section 17C, the Declarant hereby establishes, reserves, and grants nonexclusive reciprocal easements over the yard portion of the Adjoining Unit for drainage purposes to accommodate the drainage system, including, but not limited to area drains and pipes, originally installed by Declarant and run-off from the roof of the Dwelling located on the Dominant Unit."

7. Article 25, Section N is hereby deleted in its entirety.

8. Article 36, Section S is amended to add the following:

"If amendments are necessary to this Declaration or the Project Condominium Plan to create consistency with the Project development plans of the Original Declarant or Successor Declarant regarding Unit boundaries and/or Dwelling locations, the Board or the applicable Declarant may record such an amendment to the Condominium Plan or another document deemed appropriate by a title insurance company."

EXCEPT AS OTHERWISE AMENDED, RESTATED AND MODIFIED HEREIN, the Declaration shall remain in full force and legal effect. This First Amendment may be executed simultaneously in counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the Association, for and on behalf of the owners of at least fifty-one percent (51%) of the voting power of the Association attributable to the Class A membership, other than the Original Declarant and Successor Declarant, and for and on behalf of at least fifty-one percent (51%) of the first Mortgagees, and Southwind and Laing do hereby amend the Declaration by executing this First Amendment on the day and year indicated hereinabove.

JOHN LAING HOMES (CALIFORNIA), INC.,
a California corporation

By:  _____

Its: Executive Vice President

By:  _____

Its: Assistant Corporate Secretary

(ADDITIONAL SIGNATURES TO FOLLOW)

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On Oct. 17, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, personally known to me (or 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 capacity, and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

[SEAL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On Oct. 17, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared L.J. Edscomb and T.G. NEALE personally known to me (or 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 capacity, and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted executed the instrument.

WITNESS my hand and official seal.

Kathleen A. Hoyt
Signature of Notary Public



[SEAL]

"ASSOCIATION"

SOUTHWIND VILLAGE COMMUNITY ASSOCIATION, INC.,
a California nonprofit, mutual
benefit corporation

BY:  _____

Its: President

BY:  _____

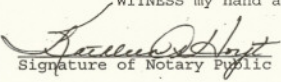
Its: Secretary

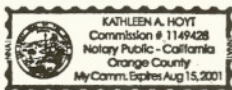
(ADDITIONAL SIGNATURES TO FOLLOW)

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On Oct. 21, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared DORRIE STEELE, personally known to me (~~ex proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



(SEAL)

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

On Oct 24, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter D. Bennett and _____, personally known to me (or 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 capacity, and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted executed the instrument.

WITNESS my hand and official seal.

Eileen Pierce
Signature of Notary Public



[SEAL]

~~STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.~~

~~On _____, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, personally known to me (or 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 capacity, and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted executed the instrument.~~

~~WITNESS my hand and official seal.~~

~~Signature of Notary Public~~

~~[SEAL]~~

SOUTHWIND VILLAGE PARTNERS,
a California limited partnership

By: WEYMOUTH CONDOMINIUM ASSOCIATES,
INC.,
a California Corporation
Its General Partner

By: Thomas E. Gibbs, Jr.
Its: President

~~By: _____
Its: Secretary~~

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared H. L. WEBB and T. G. NEALE, personally known to me (or 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 capacity, and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

[SEAL]

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

On September 11, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas Gibbs, Jr. and XXXXXXXXXXXXXXXXXXXXXXXXXXXX personally known to me (or 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 capacity, and that by their signatures on the instrument the persons or the entities upon behalf of which the persons acted executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public



[SEAL]

CONSENT OF CLASS A MEMBERS OTHER THAN DECLARANTS

The undersigned owners of Units in Tract 45329 representing votes of the Class A members, other than Declarant, of at least fifty-one percent (51%) of the voting power thereof: (a) approve the recordation of the "First Amendment to Declaration of Covenants, Conditions and Restrictions of Southwind Village" ("First Amendment") to amend Sections 2D, 2S, 12A, Article 7, Article 17, and Article 25;*and (b) authorize the Southwind Village Community Association, Inc., to execute and record the First Amendment.

*and Article 36

Danny Gutierrez
 Michael J. Gato
 Manilor Gonzalo-Zosa
 Bridget L. McCune
 John Adams
 Cheryl Rose
 Ashley Hill
 Spaker
 Hilary
 Carolyn Betcher
 Nicholas Erains

CONSENT OF CLASS A MEMBERS OTHER THAN DECLARANTS

The undersigned owners of Units in Tract 45329 representing votes of the Class A members, other than Declarant, of at least fifty-one percent (51%) of the voting power thereof: (a) approve the recordation of the "First Amendment to Declaration of Covenants, Conditions and Restrictions of Southwind Village" ("First Amendment") to amend Sections 2D, 2S, 12A, Article 7, Article 17, and Article 25,* and (b) authorize the Southwind Village Community Association, Inc., to execute and record the First Amendment.

*and Article 36

Marta Hernandez

Suzanne Whitton

Shirley D. Keller

Dick

Margaret Socarovich

Kang Vilays

Lydia King

CONSENT OF CLASS A MEMBERS - DECLARANTS

Laing and Southwind, as owners, collectively, of Ninety-Seven (97) Units in Tract 45329, or approximately eighty-one percent (81%) of the total voting power of the Association, approve the recordation of the "First Amendment to Declaration of Covenants, Conditions and Restrictions of Southwind Village" ("First Amendment") to amend Sections 2D, 2S, 12A, Article 7, Article 17, Article 25, and Article 36.

JOHN LAING HOMES (CALIFORNIA), INC.,
a California corporation

By: 

Its: Executive Vice President

By: 

Its: Assistant Corporate Secretary

~~SOUTHWIND VILLAGE PARTNERS,
a California limited partnership~~

~~By: WEYMOUTH CONDOMINIUM ASSOCIATES,
INC.,
a California Corporation
Its General Partner~~

~~By: _____~~

~~Its: President~~

~~By: _____~~

~~Its: Secretary~~

CONSENT OF CLASS A MEMBERS - DECLARANTS

Laing and Southwind, as owners, collectively, of Ninety-Seven (97) Units in Tract 45329, or approximately eighty-one percent (81%) of the total voting power of the Association, approve the recordation of the "First Amendment to Declaration of Covenants, Conditions and Restrictions of Southwind Village" ("First Amendment") to amend Sections 2D, 2S, 12A, Article 7, Article 17, Article 25, and Article 36.

~~JOHN LAING HOMES (CALIFORNIA), INC.,
a California corporation~~

~~By: _____
H. D. WEBB~~

~~Its: President~~

~~By: _____
T. G. NEALE~~

~~Its: Assistant Corporate Secretary~~

SOUTHWIND VILLAGE PARTNERS,
a California limited partnership

By: WEYMOUTH CONDOMINIUM ASSOCIATES,
INC.,
a California Corporation
Its General Partner

By: Thomas E. Gilly
Its: President

~~By: _____
Its: Secretary~~

EXHIBIT "B"

CONSENT OF LENDERS

The undersigned lenders and beneficiaries of those certain deeds of trust recorded against Units in Tract 45329 of that certain Project commonly known as "Southwind Village" hereby: (a) approve the recordation of the "First Amendment to Declaration of Covenants, Conditions and Restrictions of Southwind" ("First Amendment") to amend Sections 2D, 2S, 12A, Article 7, Article 17, and Article 25,* and (b) authorize the Southwind Village Community Association, Inc., to execute and record the First Amendment.

*and Article 36

COUNTRYWIDE HOME LOANS, INC.

a MORTGAGE BANKING CORPORATION

By:

Joseph M. Candelario
Joseph M. Candelario

Its:

First Vice President

By:

Admin. Ass't
Admin. Ass't

Its:

EXHIBIT "B"

CONSENT OF LENDERS

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*and Article 36

Glendale Federal Bank, FSB

a California Corporation

By: 

R. Blair

Its: Vice President

By: 

K. Howard
Assistant Secretary

Its: Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No.

State of CALIFORNIA

County of SAN DIEGO

On 8-25-97 before me, J. GLAUDINI, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared R. BLAIR AND K. HOWARD
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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(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.

J. Glaudini
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT _____
 NUMBER OF PAGES _____ DATE OF DOCUMENT _____
 SIGNER(S) OTHER THAN NAMED ABOVE _____