

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

LEVEN & SELIGMAN
1900 Avenue of the Stars
19th Floor
Los Angeles, CA 90067
Attn: Gary E. Leven, Esq.



1997 0021673

OFFICIAL RECORDS OF
SONOMA COUNTY
BERNICE A. PETERSON

AT REQUEST OF:

03/18/1997 SONOMA TITLE GUARANT
FEE: \$ 61.00 08:00:00
TT: \$.00 PGS: 19
PAID

AMENDMENT NO. 1 TO
FOUNTAINGROVE II EAST,
FOUNTAINGROVE II WEST
AND THE SUMMIT
OPEN SPACE MAINTENANCE DECLARATION

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FOUNTAINGROVE II WEST
AND THE SUMMIT
OPEN SPACE MAINTENANCE DECLARATION

THIS AMENDMENT NO. 1 TO THE FOUNTAINGROVE II EAST, FOUNTAINGROVE II WEST AND THE SUMMIT OPEN SPACE MAINTENANCE DECLARATION ("Amendment") is executed as of this 1st day of March 1997 by and between FOUNTAINGROVE VIEW PARTNERS L.P., (formerly known as DIVIDEND FOUNTAINGROVE PARTNERS), a California limited partnership ("FVP"), FOUNTAINGROVE DEVELOPMENT COMPANY, LLC, a Delaware limited liability company ("FDC"), and DEBRA INVESTMENT CORPORATION, a California corporation ("DIC") (FVP, FDC and DIC are sometimes hereinafter referred to collectively as the "Declarant") and WATT RESIDENTIAL PARTNERS, a California general partnership ("WRP") and PARAMOUNT HOMES, LLC, a California limited liability company ("Paramount"), successor in interest to DAVID D. BROWN AND LYDIA A. BROWN ("Brown").

WHEREAS, Declarant is developing a residential development known collectively as "Fountaingrove II" on approximately 583 acres. Fountaingrove II consists of three separate areas of real property known as Fountaingrove II - West, Fountaingrove II - East and The Summit at Fountaingrove (the "Property"), which are owned respectively by FVP, FDC and DIC.

WHEREAS, Declarant recorded the Fountaingrove II East, Fountaingrove II West and The Summit Open Space Maintenance Declaration ("Declaration") on June 26, 1996 as Instrument No. 1996 0056710 in the Office of the County Recorder of Sonoma County. The Declaration sets forth the rights and obligations of the Fountaingrove II Open Space Maintenance Association, a nonprofit mutual benefit corporation ("Association"), to maintain open space lots within the Property, parkway, buffer and certain other landscaped areas within the Property.

WHEREAS, Declarant desires to amend the Declaration pursuant to Article 9 of the Declaration to provide for the Czeikowitz Open Space Easement (defined below) over certain real property and to define the Association's maintenance obligations with respect to such easement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant for itself, its successors and assigns agrees as follows:

1. Richard J. Czeikowitz and Elizabeth L. Czeikowitz, ("Czeikowitz"), as co-trustees under the Czeikowitz Family Trust dated April 22, 1989 and any amendments thereto, are owners of property ("the Czeikowitz Property") located in the County of Sonoma adjacent to the City of Santa Rosa and more particularly described as Lot 3 as shown and designated upon Parcel Map 822 filed July 11, 1975 in Book 223 of Maps at Page 31, Sonoma County Official Records.
2. A portion of the Czeikowitz Property protrudes into the area designated by the City of Santa Rosa as a landscape buffer area adjacent to Fountaingrove Parkway.
3. Czeikowitz has granted to the Association an easement over a portion of the Czeikowitz Property ("Czeikowitz Open Space Easement") in order to provide for the installation and maintenance of parkway landscaping in the buffer area. A copy of the Czeikowitz Open Space Easement is attached hereto as Exhibit "A" and by this reference incorporated herein.
4. Declarant hereby agrees that the Czeikowitz Open Space Easement shall be added to the Declaration and the Association's maintenance obligations with respect thereto set forth in the Czeikowitz Open Space Easement shall be incorporated in the Declaration. The Association shall have the right and obligation to maintain fencing between the Czeikowitz


Open Space Easement and the remainder of the Czeikowitz Property as set forth in the Czeikowitz Open Space Easement.

5. Counterpart Execution. This Amendment may be executed in any number of counterparts with the same effect as if all the Declarants had signed the same document. All the counterparts shall be construed together and shall constitute one agreement.

Except as hereinabove stated, all terms and conditions of the Declaration shall remain the same.

THIS AMENDMENT is executed this 14th day of MARCH, 1997.

FOUNTAINGROVE VIEW PARTNERS L.P.,
a California limited partnership
BY: NAKANO FOUNTAINGROVE, INC.,
a California corporation,
General Partner

By: 
Its: VICE PRESIDENT

FOUNTAINGROVE DEVELOPMENT COMPANY LLC,
a Delaware limited liability company

By: _____
Its: _____

DEBRA INVESTMENT CORPORATION,
a California corporation

By: _____
Its: _____

(SIGNATURES CONTINUED ON PAGE 3)

Open Space Easement and the remainder of the Czeikowitz Property as set forth in the Czeikowitz Open Space Easement.

5 Counterpart Execution. This Amendment may be executed in any number of counterparts with the same effect as if all the Declarants had signed the same document. All the counterparts shall be construed together and shall constitute one agreement.

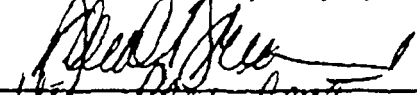
Except as hereinabove stated, all terms and conditions of the Declaration shall remain the same.

THIS AMENDMENT is executed this _____ day of _____, 1997.

FOUNTAINGROVE VIEW PARTNERS L.P.,
a California limited partnership
BY: NAKANO FOUNTAINGROVE, INC.,
a California corporation,
General Partner

By: _____
Its: _____

FOUNTAINGROVE DEVELOPMENT COMPANY LLC,
a Delaware limited liability company

By: 
Its: Vice President

DEBRA INVESTMENT CORPORATION,
a California corporation

By: _____
Its: _____

Open Space Easement and the remainder of the Czeikowitz Property as set forth in the Czeikowitz Open Space Easement.

5. Counterpart Execution. This Amendment may be executed in any number of counterparts with the same effect as if all the Declarants had signed the same document. All the counterparts shall be construed together and shall constitute one agreement.

Except as hereinabove stated, all terms and conditions of the Declaration shall remain the same.

THIS AMENDMENT is executed this _____ day of _____, 1997.

**FOUNTAINGROVE VIEW PARTNERS L.P.,
a California limited partnership
BY: NAKANO FOUNTAINGROVE, INC.,
a California corporation,
General Partner**

By: _____
Its: _____

**FOUNTAINGROVE DEVELOPMENT COMPANY LLC,
a Delaware limited liability company**

By: _____
Its: _____

**DEBRA INVESTMENT CORPORATION,
a California corporation**

By:
Its: _____

**WATT RESIDENTIAL PARTNERS,
a California general partnership**

By: W. Sunny Korment
Its: DIVISION OF FREEDOM


**PARAMOUNT HOMES, LLC,
a California limited liability company**

By: _____
PETER N. HELLMANN, Manager

WATT RESIDENTIAL PARTNERS,
A California general partnership

By: _____
Its: _____

PARAMOUNT HOMES, LLC,
a California limited liability company

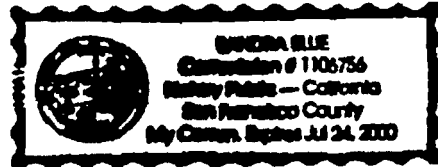
By:  _____
Peter N. Hellmann, Manager

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN FRANCISCO

On 3-14-97 before me, SANDRA BLUE
personally appeared Kenji Shimada, 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 acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sandra Blue



STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On _____, before me, _____
personally appeared _____, 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 acted, executed the instrument.


WITNESS my hand and official seal.

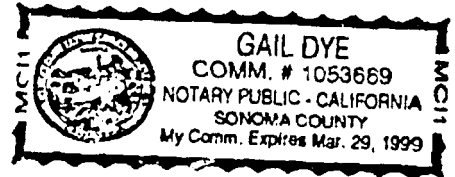
Signature _____

STATE OF CALIFORNIA)
)ss
COUNTY OF Sonoma)

On March 10, 1997, before me, Gail Dye
personally appeared DAVID D. BROWN, 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 acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On _____, before me, _____
personally appeared _____, 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 acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

STATE OF CALIFORNIA)
)ss
COUNTY OF SONOMA)

On MARCH 10, 1997, before me, CAROL WALKER, NOTARY
personally appeared PHIL TROW BRIDGE, 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 acted, executed the instrument.

WITNESS my hand and official seal.

Signature Carol Walker



STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On _____, before me, _____
personally appeared _____, 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 acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

STATE OF CALIFORNIA)
COUNTY OF Riverside)ss

On March 12, 1997, before me, Carol S Long
personally appeared M. Jerry Kliment, 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 acted, executed the instrument.

WITNESS my hand and official seal.

Signature Carol S Long



STATE OF CALIFORNIA)
COUNTY OF _____)ss

On _____, before me, _____
personally appeared _____, 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 acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

STATE OF CALIFORNIA)
)ss.
COUNTY OF Contra Costa)

On March 13, 1997, before me, M. Luna
personally appeared Peter Hellmann, 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 acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



STATE OF CALIFORNIA)
)ss.
COUNTY OF _____)

On _____, before me, _____
personally appeared _____, 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 acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

10/14/88
FPOOTHILL/ORM/LAMO/371.162.2

EXHIBIT "A"

CZEIKOWITZ OPEN SPACE EASEMENT

Recording Requested By
and When Recorded Return to:

Fountaingrove II Open Space
Maintenance Association
c/o Leven & Seligman
1900 Avenue of the Stars
19th Floor
Los Angeles, CA 90067

Space Above for Recorder's Use

OPEN SPACE EASEMENT

Recitals

A. Richard J. Czeikowitz and Elizabeth L. Czeikowitz ("Czeikowitz"), as co-trustees under the Czeikowitz Family Trust dated April 22, 1989 and any amendments thereto, are the owners of property ("the Czeikowitz property") located in the County of Sonoma adjacent to the City of Santa Rosa and more particularly described as Lot 3 as shown and designated upon Parcel Map 822, filed July 11, 1975 in Book 223 of Maps at Page 31, Sonoma County Official Records.

B. Fountaingrove II Open Space Maintenance Association ("Association") is a California non-profit mutual benefit association. The purpose of Association is to maintain open space, buffer and certain other landscaped areas within the Fountaingrove II area of northeast Santa Rosa. The rights and obligations of the Association are described in recorded covenants, conditions and restrictions ("CC&R's") contained in the "Open Space Maintenance Declaration" recorded June 26, 1996 in the Official Records of Sonoma County as Instrument No. 1996-0056710.

C. A portion of the Czeikowitz property (the "open space easement") which adjoins the Fountaingrove Parkway has been identified by the City of Santa Rosa as being an area desirable for treatment as landscaped open space. Czeikowitz is willing that an open space easement to Association be granted over this portion of the Czeikowitz property, provided that Association agrees to maintain the open space easement and to maintain fencing on the open space easement. Accordingly, the parties agree as follows:

Grant and Agreement

1. **GRANT.** Czeikowitz grants to Association, in perpetuity, the open space easement described in Exhibit "A" to this instrument, which Exhibit is incorporated by this reference as though fully set forth. The open space easement is to be treated as appurtenant to the other parcels in the Fountaingrove II project owned by Association, either in fee or through easement, and maintained by Association.

2. **USE.** The open space easement shall be used only for the purposes described in the CC&R's, particularly §2.5. For purposes of the Open Space Easement Act of 1974, contained in Government Code §§51070 through 51095, the open space easement shall be treated as having been granted to a non-profit organization.

3. **MAINTENANCE.** Association shall maintain the open space easement in accordance with the CC&R's, particularly Article III of such CC&R's. Association, provided that the prior approval of the City of Santa Rosa is obtained, shall assure that the open space easement is improved with a fence in a location and of a construction reasonably acceptable to Czeikowitz so as to serve as a visual and physical barrier between the Fountaingrove Parkway and the remainder of the Czeikowitz property. Association shall maintain the fence for the duration of the open space easement.

4. **TERMINATION.** The open space easement is granted in perpetuity, but may in the discretion of the Association and in accordance with Government Code §51093 be abandoned to the then-owners of the Czeikowitz property. The open space easement shall also terminate in the event that the CC&R's expire in accordance with §10.9 of the CC&R's.

5. **IMPROVEMENTS.** During the term of the open space easement, Czeikowitz shall not construct nor permit the construction of improvements on the open space easement other than those which would not be incompatible with maintaining and preserving the natural or scenic character of the open space easement and which have obtained the prior written approval of Association.

6. **COVENANTS RUNNING.** The covenants contained herein are meant to benefit and bind the parties hereto as well as their successors and shall run with the land. To the extent any such covenants are held not to run with the land by a court of competent jurisdiction, they shall be instead be treated as equitable servitudes under a common plan of development pursuant to the authority of Civil Code §1354.

7. NOTICES. Any notices which are required or permitted to be given under the terms of this instrument shall be delivered in the manner provided in §10.13 of the CC&R's.

8. ATTORNEY'S FEES. In any proceeding to interpret, enforce or rescind the provisions of this grant and agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including costs of expert witnesses, as a part of the final decree, order or judgment of the court.

DATED: 2/20/, 1997
CZEIKOWITZ FAMILY TRUST
Richard J. Czeikowitz
Richard J. Czeikowitz
Co-trustee

DATED: 2. 20, 1997
Elizabeth L. Czeikowitz
Elizabeth L. Czeikowitz
Co-trustee

DATED: 3/10, 1997
FOUNTAIN GROVE IV OPEN SPACE
MAINTENANCE ASSOCIATION
By [Signature]
President

DATED: _____, 1997
By N/a
Secretary


EXHIBIT "A"

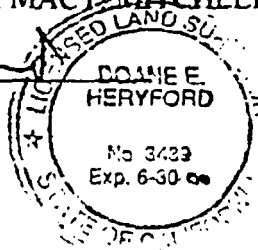
OPEN SPACE EASEMENT DEED
BY AND BETWEEN
RICHARD J. CZEIKOWITZ AND ELIZABETH L. CZEIKOWITZ,
CO-TRUSTEES, OR THEIR SUCCESSORS IN TRUST,
UNDER THE CZEIKOWITZ FAMILY TRUST, DATED
APRIL 22, 1989, AND ANY AMENDMENTS THERETO
AND
FOUNTAINGROVE II OPEN SPACE MAINTENANCE ASSOCIATION

Being an open space easement over and across a portion of the lands of RICHARD J. CZEIKOWITZ AND ELIZABETH L. CZEIKOWITZ, Co-Trustee, or their Successors in Trust, dated 4/22/89, and any amendments thereto as described by Document Number 89-118502 recorded on the 8th day of December, 1989 in the office of the County Recorder, County of Sonoma, State of California, and being a portion of Lot 3 as shown and designated upon Parcel Map No. 822, filed July 11, 1975 in Book 223 of Maps at Page 31, Sonoma County Records, said easement being more particularly described as follows:

Beginning at the most southeast corner of said Lot 3, said corner begin marked by a 3/4" iron pipe, said pipe lying on the north line of Fountaingrove Parkway as said iron pipe and Parkway are shown on that Record of Survey on file in Book 512 of Maps, Pages 7-15, Sonoma County Records; thence along the east line of said Lot 3 North 00°22'55" East 16.22 feet; thence on a non-tangent curve to the left from a tangent which bears South 67°20'15" West, with a radius of 713.00 feet, through a central angle of 2°09'28", for a length of 26.85 feet to the south line of said Lot 3; thence along said south line South 89°31'04" East 35.28 feet to THE POINT OF BEGINNING of the easement herein described and containing 293 square feet.

Prepared by CARLILE, MACY, MITCHELL & HERYFORD


Doane E. Heryford
LS 3489



Feb. 12, 1997

Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SONOMA

On FEBRUARY 30, 1997 before me, CAROL WALKER, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared RICHARD J. CZEIKOWITZ
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.

Carol Walker
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

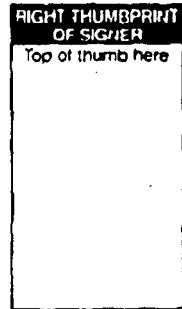
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SONOMA

On FEBRUARY 20, 1997 before me, CAROL WALKER, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ELIZABETH L. OZELKOWITZ
Names(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.

Carol Walker
Signature of Notary Public

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

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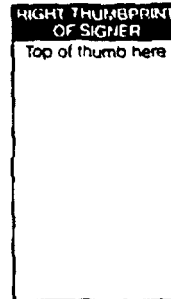
- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____