

To Our Valued Customers,

The following information is provided to you in compliance with Senate Bill No. 1148 and Assembly Bill No. 877 enacted by the California Legislature in September 1999 and October 2011 respectively. That legislation requires the following disclosure to our clients receiving copies of recorded documents:

“If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, ancestry, source of income as defined in subdivision (p) of Section 12955, genetic information, gender, gender identity, that restriction violates state and federal fair housing laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision [c] of Section 12956.1 of the Government Code. Furthermore, such restrictions are deleted from this document to the extent such restrictions violate 42 U.S.C. 3604 [c].”

UNRECORDED MAIL TO:
Dr. and Mrs. S. Robert Cozen
2407 Guthrie Drive
Los Angeles, Ca. 90034

RECEIVED FOR RECORD
AT 9:00 O'CLOCK A.M.
AT THE OFFICE OF
TITLE INSURANCE & TRUST CO.
Book 1979, Page 113860
JUN - 4 1979
Recorded in Official Records
of Riverside County, California
D. D. [Signature]
FBI 5-17-

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OWNER LEASE

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THIS LEASE, hereinafter referred to as "Owner Lease", is made this first day of April, 1979, by and between G & S DEVELOPMENT, a general partnership, herein referred to as "Lessor" and SOL ROBERT COZEN and HILDA COZEN, husband and wife herein referred to as "Owner". as Community Property.

WITNESSETH:

WHEREAS, Lessor owns all of the real property in Riverside County, California, described as:

Lots 1 through 52, inclusive, of Tract 9396, in the County of Riverside, State of California, according to Map thereof recorded in Book 98, Pages 46 - 48, inclusive, in the office of the County Recorder of Riverside County, on June 29, 1978, as Instrument Number 134341.

subject to a lease in favor of COLLEGE DEVELOPMENT, INC., a California corporation which has developed and constructed residential units on Lots 1 through 50 and common area improvements on Lots 51 and 52 of said tract; and

WHEREAS, the Owner above-named is about to acquire one of said residential units, and the parties now desire to execute an Owner Lease as to the property being acquired by Owner;

NOW, THEREFORE, for and in consideration of the terms, covenants, and conditions hereinafter set forth, Lessor hereby leases to Owner the premises hereinafter described, subject, however, to the Declaration of Covenants, Conditions and Restrictions, filed for record in Riverside County, California, on September 15, 1978, as Instrument Number 195544, and any amendments, modifications or additions thereto, hereinafter referred to as "declaration".

1. DEFINITIONS

The following terms, as used in this lease, shall have the meanings assigned below:

(a) The term "subdivision" as used herein shall refer to Tract No. 9396.

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PALM SPRINGS, CALIFORNIA 92262

(b) The term "lease" or "this lease" shall refer to this lease and the term "leasehold" shall mean the leasehold estate created thereby.

(c) The term "declaration" shall refer to a document entitled "Declaration of Covenants, Conditions and Restrictions" affecting Tract 9396 executed by Lessor and filed for record in Riverside County, California, on September 15, 1978 as Instrument No. 195544.

(d) The term "leased premises" shall refer to the premises described in paragraph 2, "SUBJECT PREMISES". The term "residential unit" shall refer to Owner's individual lot. The term "dwelling" shall refer to the dwelling situated thereon. The term "common area" shall refer to Lots 51 and 52 of Tract 9396 leased to Monterey Sands Homeowners Association. The term "Project" shall refer to Tract 9396 in the County of Riverside, State of California, as per Map recorded in Book 98, pages 46 - 48 inclusive, of Maps, in the Office of the County Recorder of said County. The term "owner's improvements" shall refer to any improvements to the lot made by Owner.

2. SUBJECT PREMISES; The property which is the subject of this lease (herein "subject premises") is situated in the County of Riverside, California, and is described as follows:

All of Lot 10 of Tract 9396, in the County of Riverside, State of California, according to Map thereof recorded in Book 98, pages 46 - 48, inclusive, in the office of the County Recorder of Riverside County, on June 29, 1978, as Instrument Number 134341.

3. TERM. The term of this Lease shall commence on the date of execution hereof as first above written and continue until the last day of March, 2044, subject, however, to earlier termination as hereinafter provided in this lease.

4. RENTAL. As rental for the use and occupancy of the subject premises, Owner agrees to pay Lessor the sum of \$29.00 per month, payable in advance on the first day of each calendar month throughout the term hereof, beginning on the first day of April, 1979. All such payments shall be made to Lessor at 9171 Wilshire Boulevard, Beverly Hills, California 90211, or at such other place as the Lessor may, from time to time, indicate by notice thereof in writing to Lessee delivered to the subject premises. If the escrow wherein Lessee is acquiring the dwelling and activating this Lease, closes on a date other than the first day of a calendar month, the monthly rental for such month shall be apportioned accordingly.

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T.A.M. SPRINGS, CAL. 92682

Upon the expiration of the first ten (10) year period of the term of this lease and at the expiration of each 10-year period thereafter, the rental as hereinabove provided shall be increased or decreased by the same percentage as the cost of living index has increased or decreased from the base index as used herein provided, however, that no increase or decrease of the basic rental for any such 10-year period shall exceed ten (10%) percent of the previous rental, and thereafter during the remainder of the term, Lessee shall pay to Lessor the rental adjusted as above provided. The cost-of-living index to be used is that reflected by the Consumer Price Index, all items, Los Angeles-Long Beach Metropolitan Area for urban wage earners and clerical workers (1967 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor. If for any reason whatsoever, there is any change in the method of calculation or formulation of said price index, or if that index shall be no longer published, then another index generally recognized as authoritative shall be substituted by agreement. In any event, the base used by any new index shall be reconciled to the 1967 index. It is agreed for the purposes of this lease that the base index shall be the Consumer Price Index above referred to issued as of March, 1979.

5. COMPLIANCE WITH DECLARATION

This lease and the interests of the parties hereto shall be subject to the recorded declaration, hereinabove defined, and to all of the covenants, conditions, restrictions, reservations, easements, liens and provisions therein contained, and Owner does hereby covenant and agree to comply with the provisions of said declaration and to pay maintenance fund payments and special assessments when due and faithfully to perform all of the other obligations of an Owner of a residential unit in the subdivision as established by said declaration. Said declaration is incorporated as a part of this lease as if set forth at length herein.

In the event the board of directors shall fail to maintain the common area and improvements situated thereon, repair or rebuild such improvements if damaged or destroyed, insure the same against material damage, insure against liability for bodily injury or property damage resulting from use of the common area, repaint exteriors of dwellings when needed, or pay taxes levied on the common area or any part thereof, all as required by the declaration, and should such failure continue and no reasonable effort be made by the board to correct the same and a period of 30 days after written notice to the board (given in the manner provided by

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the declaration) and to each Owner of a dwelling unit in the subdivision stating in what manner the board has failed to fulfill its obligations under the declaration (including the right to join with other Owners in the call of special meetings of Owners) until such omissions by the board of directors has been corrected, or a reasonable time for such correction has elapsed, Owner shall, upon Lessor's written request, furnish proxies in favor of Lessor as required to carry out the purposes of this paragraph. In the event of a dispute between the parties concerning their respective rights pursuant to the provisions of this Article, such dispute shall be determined by arbitration under the rules of the American Arbitration Association.

6. LESSOR'S NON-RESPONSIBILITY FOR REPAIRS, ETC.

During the term of this lease, Lessor shall not be required to make any repairs, changes, alterations, additions or improvements to the leased premises.

7. USE OF LEASED PREMISES

Owner shall use the leased premises only for private single family dwelling purposes, including recreational activity incidental thereto. Owner shall do nothing to disturb the Owners of other units in the subdivision in their peaceful use, occupancy and enjoyment of the premises leased to them.

8. CARE OF PROPERTY

Owner shall at all times during the term of this lease maintain the residential unit and dwelling in good condition and repair. In the event of damage to or destruction of the dwelling or any part thereof, Owner shall promptly reconstruct or repair the same in accordance with the original plans therefor, excepting such changes as shall be approved by the Architectural Committee established by the declaration, or shall cause such residential unit and dwelling, or the debris resulting from the damage or destruction thereto to be removed and the unit to be restored to its original condition. Owner shall comply with all of the laws affecting the residential unit and dwelling or requiring any repairs thereof; shall not commit, suffer or permit any act upon said property in violation of law, and shall do all other acts which from the character of use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

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9. PUBLIC LIABILITY INSURANCE

Owner may but shall not be required to carry liability insurance in respect of his risks as an Owner in such amounts and coverages as Owner shall determine, provided, however, that any such liability insurance carried by Owners shall be written as excess insurance to that required to be maintained by the Board of Directors pursuant to the declaration.

10. TAXES AND ASSESSMENTS

Owner shall pay, before delinquency, all property taxes, assessed against the leased premises. Payment of such taxes, or any portion thereof, by the board of directors shall be deemed payment by Owner for the purposes of this Article.

11. UTILITIES

Owner shall be responsible for the payment of charges for all utilities services furnished to the leased premises. Payment for such services or any part thereof by the board of directors shall be deemed payment by Owner for the purposes of this Article.

12. MECHANIC'S LIENS

Owner shall not suffer or permit to be enforced against the leased premises or the project, or any part thereof, any lien for work, materials or labor arising out of any improvement undertaken by Owner (including alteration, repair and restoration work), but shall pay or cause to be paid any such lien before any action is brought to enforce the same, and Owner hereby indemnifies and agrees to hold the Lessor and said premises free and harmless from all liability for any and all such liens, together with all costs and expenses in connection therewith; provided that if Owner shall in good faith contest the validity of any lien, claim or demand, Owner shall, at his expense, defend himself and Lessor against the same, and shall pay and satisfy any adverse judgment that may be rendered before the enforcement thereof against Lessor or said premises, and if Lessor shall require, Owner shall furnish to Lessor a surety bond satisfactory to Lessor in any amount equal to the contested lien indemnifying Lessor against liability for same.

13. LESSOR'S NON-LIABILITY

Lessor shall not be liable for any loss damage or injury of any kind or character to any person or property arising from any use of the leased premises or any part thereof or caused by or arising from any act or omission of Owner or any of his

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agents, employees, subtenants, licensees or invitees or by or from any accident on the leased premises or any fire or other casualty thereon or occasioned by the failure of Owner or any subtenant, licensee or invitee of Owner to maintain said premises or to cause the same to be maintained in safe condition or by any nuisance made or suffered thereon, arising from any other cause whatsoever; and Owner, as a material part of the consideration of this lease, hereby waives on its behalf all claims and demands against Lessor and hereby indemnifies and agrees to hold Lessor entirely free and harmless from all liability for claims of other persons for any such loss, damage or injury, together with all costs and expenses arising therefrom. This indemnity agreement shall be made a part of each lease of a residential unit in the Project, in order that the obligations imposed by such agreement with respect to losses resulting from accidents occurring on the Common Area, on or in the residential unit or dwelling or resulting from the use, maintenance or nonmaintenance thereof or from any condition existing thereon shall be the common obligations of all the Owners of the residential units.

14. LESSOR'S PAYMENT OF CLAIMS

Should Owner fail to pay and discharge or cause to be paid and discharged when due as provided in paragraph 10, "TAXES AND ASSESSMENTS", any tax, assessment or other charge upon or in connection with the leased premises; any maintenance fund payment or special assessment payable under the terms of the declaration, as provided in paragraph 5, "COMPLIANCE WITH DECLARATION", or any claim for material employed or used in, or any claim for damages arising out of, the construction, repair, replacement, maintenance and use of said premises and the buildings, structures, facilities and other improvements thereof, or to satisfy any judgment rendered on any such contested lien or claim as hereinabove provided in paragraph 12, "MECHANIC'S LIENS", and if Owner after thirty (30) days written notice from Lessor shall fail to pay and discharge the same, then Lessor may at its option, pay any such tax, assessment, insurance premium or expense, lien, claim or demand, or settle or discharge any action therefor or satisfy any judgment thereon, and all costs, expenses and other sums incurred or paid by Lessor in connection therewith shall be paid to Lessor by Owner upon written demand together with interest thereon at the rate of ten (10%) percent per annum from date incurred or paid until repaid, and any default in any such repayment shall constitute a breach of the covenants and conditions of this lease. The option herein provided Lessor shall not, however, serve as a waiver of any breach or default on the part of Owner, but shall be construed as an additional and cumulative remedy hereby granted Lessor.

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15. ASSIGNMENT

Owner shall not assign or otherwise transfer this lease, or any right or interest herein, without first obtaining the written consent of Lessor and until the transferee shall pay to the Lessor a transfer fee of fifteen (\$15.00) dollars; provided, however, that nothing herein contained shall alter or impair the provisions of paragraph 16, "ENCUMBRANCES".

16. ENCUMBRANCES.

(a) This lease, or any right to or interest in this lease, or any of the improvements on the leased premises may not be encumbered without the written approval of Lessor, which approval shall not be unreasonably withheld, and no encumbrance shall be valid without such approval. Owner agrees to furnish as requested any financial statement or analyses pertinent to the encumbrance that Lessor may deem necessary to justify the amount and terms of said encumbrances.

(b) If the leasehold estate of the Owner shall be transferred at foreclosure sale (including trustee's sale under trust deed) under an encumbrance approved as hereinabove provided, the provisions of paragraph 15, "ASSIGNMENT", hereof requiring consent to assignment and the payment of a transfer fee shall not apply to such sale.

(c) Lessor agrees that it will not terminate this lease because of any default or breach hereunder on the part of Lessee, authorized by paragraph 17, "DEFAULT" of this lease if within ten (10) days after service of written notice from Lessor expressing Lessor's intention to terminate this lease for such default or breach and describing the same, the holder of the trust deed shall cure such default or breach if the same can be cured by the payment or expenditure of money or in the event such default or breach is not so curable, shall within said ten (10) days period commence and thereafter diligently pursue to completion proceedings for foreclosure and sale under and pursuant to the trust deed, and shall keep and perform all of the covenants and conditions of said lease requiring the payment or expenditure of money by the Owner until such time as said leasehold shall be sold upon foreclosure pursuant to the trust deed or shall be released or reconveyed thereunder; provided, however, that if the holder of the trust deed shall fail or refuse to comply with any and all of the conditions of this subparagraph (c) then and thereupon Lessor shall be released from the covenants or forbearance herein contained. Encumbrancer shall be excused from pursuing foreclosure to the extent necessary to comply with any injunction or order of a

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court of competent jurisdiction affecting the ability of encumbrancer to lawfully proceed with foreclosure.

17. DEFAULT

(a) Should Owner (i) use the leased premises or suffer the same to be used for any purpose other than as authorized in the lease; or (ii) fail to maintain Owners improvements or to carry out the work of repair or restoration (including removal of debris) required of Owner in the event of damage to or destruction of such improvements at the times and in the manner herein provided; or (iii) should Owner default in the payment of any installment of rent or any other sum when due as hereinabove in this lease provided; or (iv) should Owner fail to pay or cause to be paid any tax, assessment, insurance premium, lien, judgment or other charge provided in this lease to be paid or caused to be paid by Owner at the times and in the manner herein provided; or (v) should Owner default in the performance of or breach any other covenants, condition or restriction provided in this lease to be kept or performed by Owner or (vi) should Owner be in default under the terms of any encumbrance of the leasehold; or (vii) should any right or interest of Owner under this lease be attached, levied upon or seized under legal process and the same shall not have been released therefrom within thirty (30) days or should a receiver or liquidator be appointed to take possession of the leased premises or should Owner be adjudged bankrupt or insolvent, and such appointment or adjudication shall not have been discharged within thirty (30) days; and if any such default or breach shall continue uncured or unrectified for a period of thirty (30) days for items (a) (i), (a) (ii), (a) (v), (a) (vi), and (a) (vii) and ten (10) days for items (a) (iii) and (a) (iv) from and after written notice thereof by Lessor to Owner in which notice Lessor shall specify the nature of the claimed default or breach, then and in any such event, Lessor may either:

(1) Collect, by suit or otherwise, all monies as become due hereunder, or enforce, by suit or otherwise, Owner's compliance with any other provision of this lease, or

(2) Re-enter the premises and remove all persons and property therefrom, and either (i) relet the

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premises without terminating this lease, as the agent and for the account of Owner, but without invalidating any right of Lessor or any obligation of Owner hereunder, with the terms and conditions of such reletting to be at the discretion of Lessor, who shall have the right to make such alterations and repairs as it deems advisable, and to relet the same. Rents from any such reletting, shall be applied first to the expenses of reletting, collecting, altering and repairing, including attorney's fees and any real estate commission actually paid, and thereafter toward the payment of all amounts due to Lessor and if a sufficient sum is not thus realized to liquidate the total due, Owner shall pay to Lessor monthly, when due, any deficiency, and Lessor may sue thereafter as each monthly deficiency shall arise; or (ii) terminate this lease at any time and even though Lessor has exercised rights as outlined in (i) above. Such termination shall not affect a merger of the leasehold into the estate of Lessor also as to prevent Lessor from replacing an existing encumbrance with a new encumbrance pursuant to the encumbrance provisions of the Master Lease.

(b) No waiver of a breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

18 REMOVAL.

(a) All buildings, and improvements, excluding removable personal property, on the leased premises shall remain on said property after the termination of this lease and shall thereafter become the property of the Lessor.

(b) The term "removable personal property" as used in this paragraph shall not include property which normally would be attached or affixed to the buildings, improvements, or land in such a way that it would become a part of the realty regardless of whether such property is in fact so placed in or on or affixed or attached to the buildings, improvements or land in such a way as to legally retain the characteristics of personal property.

(c) The owner expressly waives the provisions of Section 1013.5 of the California Civil Code pertaining to improvements affixed to the land by any person acting in good faith and erroneously believing because of a mistake either of law or fact that he has a right to remove such improvements.

19. NOTICES

Any notice to be given or other document to be delivered by either party to the other hereunder may be delivered in person to an officer of Lessor or to Lessee, or may be deposited in the United States mail within Riverside County California, registered with postage prepaid, return receipt request, and addressed to the party for whom intended as follows: To Lessor at 9171 Wilshire Boulevard, Beverly Hills, California, and to Owner at such address as shall be furnished Lessor in writing for such purpose, or if no address be so furnished, then to Owner at the mailing address for the dwelling situated on the residential unit described in this lease. Either party hereto may from time to time, by written notice to the other designate a different address which shall be substituted for the one above specified. If any notice or other document is sent by registered mail, as aforesaid, the same shall be deemed served or delivered twenty-four (24) hours after mailing thereof as above provided. Should Owner consist of more than one person, the personal delivery or mailing of such notice to any one of such persons shall constitute complete service upon all such persons. Any notice to be given by Lessor to any encumbrancer of Owner shall be served in the same manner as hereinabove provided and shall be delivered or directed to the encumbrancer at its address as last shown on the records of Lessor.

20. REMEDIES

All rights, options and remedies of Lessor contained in this lease shall be construed and held to be cumulative and not exclusive, and Lessor shall have the right to pursue any one or all of such remedies, or any other remedy which may be provided by law, whether or not stated in this lease. No waiver by Lessor of any breach of any of the covenants or conditions of this lease by Owner shall constitute a waiver of any succeeding or preceding breach of the same or any other covenant or condition herein contained. Should Lessor institute any action to enforce or protect or establish any of its rights and remedies hereunder, then Owner agrees to pay to Lessor all costs incurred in said action, including a reasonable sum as attorney's fees whether such action is prosecuted to judgment or not.

21. CONDEMNATION

If at any time during the term hereof the subject premises, or any part thereof, is taken or condemned by public authority under the laws of eminent domain, then and in every such case, the leasehold estate and interest of Owner in said premises, or part thereof taken, shall forthwith terminate, and all

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compensation awarded in respect of the dwelling or other improvements shall be payable to and be the sole property of Lessor, and such compensation as shall be awarded for the taking of or injury to any building then located on the leased land shall be paid to Owner and Lessor as their interests may appear, and unless all of the leased premises shall be so taken or Owner shall exercise the option to terminate this lease as hereinafter provided, this lease shall continue in force and effect as to the remainder of the leased premises and Owner shall forthwith rebuild or repair the dwelling and/or the appurtenant improvements taken or injured or substitute another therefor upon the remainder of said premises in accordance with and subject to the requirements of paragraph 8, "CARE OF PROPERTY", and the compensation received by the Owner for such taking or injuring shall be applied to the cost of such rebuilding or repairs. If only a part of the leased premises shall be taken or condemned and this lease shall continue as to the remainder thereof, provided that if any portion of the residential unit be so taken or condemned, the rent thereafter payable hereunder for the remainder of the term hereof shall be reduced in the proportion that the area of the residential unit so taken bears to the total area of the residential unit, and Lessor shall refund to Owner the unearned portion, if any, of the monthly installment of rent which shall have been paid by Owner in advance, and provided, further, that in the event the result of the taking or condemnation is to substantially impair the usefulness of the residential unit for dwelling purposes, or to substantially impair the use of the common area, Owner may terminate this lease by written notice to Lessor given within sixty (60) days after possession of the premises to be taken or condemned has passed to such public authority, in which event Owner shall pay Lessor any rent accruing hereunder to the date of termination and all unpaid taxes and assessments then a lien upon said premises. In the event of a dispute between the parties concerning their respective rights pursuant to the provisions of this Article, such dispute shall be determined by arbitration under the rules of the American Arbitration Association.

22. HOLDING OVER

This lease shall terminate and become null and void without further notice upon the expiration of the term herein specified and any holding over by Owner after the expiration of said term shall not constitute a renewal hereof or give Owner any rights hereunder or in or to the leased premises, except as otherwise provided in this lease, it being understood and agreed that this lease cannot be renewed, extended or in any manner modified except in writing signed by both parties hereto and consented to by the Secretary, provided, however, that nothing in this Article shall be construed to alter or impair the provisions of paragraph 18, "REMOVAL".

23. REPRESENTATIONS

Owner covenants and agrees that he has examined the leased premises and dwelling thereon and that the same are delivered to him in good order and condition and that no representations as to said premises or dwelling have been made by lessor or by any person or agent acting for Lessor, and subject to the provisions of paragraph 5, "COMPLIANCE WITH DECLARATION" and paragraph 16, "ENCUMBRANCES", it is agreed that this document contains the entire agreement between the parties hereto and that there are no verbal agreements, representations, warranties, or other understandings affecting the same, and Owner, as a material part of the consideration hereof, hereby waives all claims against Lessor for rescission, damages, or otherwise by reason of any alleged covenants, agreements or understanding not contained in this lease.

24. CONSTRUCTION AND EFFECT

Time is of the essence of this lease. The article headings herein are used only for the purpose of convenience and shall not be deemed to contain the subject matter of articles hereon, nor to be considered in the construction hereof. This lease and each and all of the covenants, conditions and restrictions hereof shall inure to the benefit of and shall bind the successors and assigns of Lessor, and the successors and assigns and subtenants of Owner, and all reference to Owner and Lessor shall include the successors of said respective parties unless the context shall otherwise require. If any successor Owner consists of more than one person, the covenants and obligations of Owner hereunder shall be the joint and several covenants and obligations of such persons. In this lease the masculine gender includes the feminine and neuter, and the singular number includes the plural, wherever the context so requires.

25. TELEVISION AND ANTENNA CABLE

Lessor has arranged for the installation of a television and FM radio master antenna cable or cables to be installed in the dwelling. So long as said television cable or cables remain thereon and serve said dwelling, Owner agrees not to install on the leased premises any outside television or FM radio antenna. If Owner utilizes the television signal cable furnished to the leased premises, Owner shall pay the charge therefor directly to the independent contractor furnishing the said television signal.

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P.O. BOX 591, SPOKANE, WY. 82402

26. UTILITY SERVICE

Lessor reserves and excepts and shall at all times have the right and authority to determine, approve and agree with the Southern California Edison Company, or such other company as may be providing electrical services to the property of which this lease is a part, and such other companies as may supply other utilities such as gas, telephone, sewage, garbage disposal, T. V., radio, et cetera, as to the locations of distribution lines, conduits and facilities upon, over, across, under and beneath said leased land and any and all parts of the same. Lessor may, but shall not be required, to consult with and obtain the approval and consent of Owner with respect to said locations, et cetera. All locations approved and agreed to by Lessor with the company furnishing such services shall control and be binding upon Owner, and the said servicing company shall not be obligated to obtain the approval or consent of Owner.

27. MAINTENANCE OF PARTY WALL.

(a) A party wall is erected for the benefit of the Owners of the residence dwellings on either side of the center line of such wall, and the Owner herein shall maintain the portion of such party wall or walls within the boundaries of his residence dwelling at all times in good order and repair. No party wall, its footing, or any portion thereof, shall be removed, damaged, injured or destroyed nor shall the same be altered, added to, enlarged or extended except only for the purpose of maintaining or repairing the same, without the prior written consent of the Lessor.

(b) Should any party wall or portion thereof be damaged or destroyed within the boundaries of Owner's residential unit or dwelling, Owner shall immediately reconstruct or repair the same, and in the event Owner shall fail to do so within a reasonable time, Lessor may at Lessor's election, cause said reconstruction or repair to be done, and charge Owner therefor. All such reconstruction or repair shall be done in a workmanlike manner, using good new materials of a kind and quality to that of the wall being reconstructed or repaired and shall be done and performed in accordance with all applicable laws, ordinances, regulations and building codes.

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REG. BEST & KRUEGER
ATTORNEYS AT LAW
600 EAST THIRD ST. - MICHIGAN WAY SUITE 100
DENV. CO. 80202

28. BASIC LEASE SUPERSEDED

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This Owner Lease supersedes and terminates all of the obligations of the Lessor and College Development, Inc. under that certain lease of real property dated June, 1978, between Lessor and College Development, Inc. as Lessee, which Lease is recorded in Records of Riverside County as Instrument No. 134342 to the extent that, and insofar as, the same pertains to Lot 10 of Tract 9396.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

LESSEE:

1 SOI Robert Cozen
SOI. ROBERT COZEN

1 Filda Cozen
FILDA COZEN

LESSOR:

G & S DEVELOPMENT,
a General Partnership
By Raych L. Pittelorn
General Partner

By Robert E. Ginn
General Partner
By Raych L. Pittelorn
General Partner

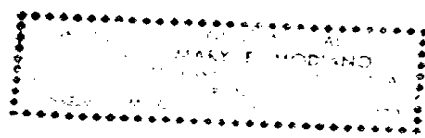
APPROVED, ACCEPTED AND AGREED:

COLLEGE DEVELOPMENT, INC.,
a California corporation
By Robert E. Ginn
President
By Raych L. Pittelorn
Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On May 13, 1981, before me the undersigned, a Notary Public in and for said County and State, personally appeared, SOI Robert Cozen
Filda Cozen
known to me to be the person(s) who(se) names(s) are subscribed to the within instrument and acknowledged that they executed same.

Mary E. Hodano
Notary Public in and for said County and State



BEST COPY AVAILABLE
DATE: 05-13-81
BY: [illegible]

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STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS.

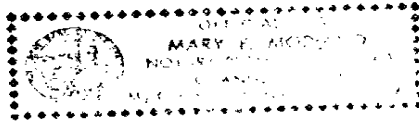
On April 16, 1979 before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Robert E. Singer
known to me to be the President and

Don Gittelson
known to me to be Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature: Mary E. Medeiros
Notary Public in and for said County and State

(Seal)



STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS.

On April 16, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert E. Singer,

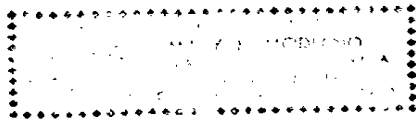
Don Gittelson and Lloyd A. Gittelson

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

WITNESS my hand and official seal.

Signature: Mary E. Medeiros
Notary Public in and for said County and State

(seal)



END RECORDED DOCUMENT DONALD D. SULLIVAN, COUNTY RECORDER