

NOTICE

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

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND POWER OF ATTORNEY

WHEREAS, CARRIAGE HOMES CO., a general partnership (hereinafter called "Grantor") is the owner of all that certain real property located in the County of Contra Costa, in the State of California, described as:

GREENBROOK SUBDIVISION, as shown on that certain Subdivision map (hereinafter called the "Map") entitled Subdivision 3586, filed in the Office of the Recorder of the County of Contra Costa, State of California, on the 11th day of July, 1966, in Book 112 of Maps at Page 1, and following:

and

WHEREAS, it is the desire and intention of the Grantor to subdivide said real property described above by means of deeds substantially in the form attached hereto, marked Exhibit A (hereinafter called "the Deed"), and to impose on said real property mutually beneficial restrictions under a general plan or scheme of improvement for the benefit of all of said lots, the structures thereon and the future Owners thereof,

NOW, THEREFORE, The Grantor hereby declares that all of the real property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the real property and every part thereof. All of the limitations, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof, and shall be for the benefit of each owner of any portion of said real property or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. The dominant tenement for purposes of enforcing the covenants, conditions and restrictions and power of attorney shall be all lands in the Greenbrook Subdivision now or hereafter owned by the Association and also each of the residence lots and apartment lots hereinafter mentioned and described with comprise a portion of the lands constituting Subdivision Tract 3586 hereinbefore mentioned and described. In addition, all of such residence lots and apartment lots, together with residence lots and apartment lots on a tract or tracts subsequently added to Greenbrook Subdivision, shall be deemed a part of the servient

tenement and each of such residence and apartment lots on a tract or tracts developed on contiguous lands shall become subject to all of the covenants, conditions and restrictions and power of attorney herein contained upon execution and recordation of a Declaration of Covenants, Conditions and Restrictions and Power of Attorney referring to this Declaration of Covenants, Conditions and Restrictions and Power of Attorney and incorporating therein the provisions herein contained by reference or by substantially similar terms and provisions.

1. Definitions. The terms used herein shall have the following meanings unless expressly otherwise provided.

(a) "Association" shall mean the Greenbrook Homes Association, or its successor

(b) "Park Area" shall mean lots 208 and 209 as shown on the Subdivision Map of Subdivision 3458 heretofore of record and all other open space shown on the map as subject to offer of dedication to the County of Contra Costa. "Park Area" shall also include all areas shown on subsequent subdivision maps of contiguous lands now or hereafter owned by the Grantor as subject to offer of dedication to said County.

(c) "Member" shall mean the holder or, collectively, the holders of a membership in the Association.

(d) "Mortgage" shall mean and include a deed of trust as well as a mortgage in the conventional sense.

(e) "Mortgagee" shall mean and include a beneficiary under or holder of a deed of trust as well as a mortgagee.

(f) "Owner" or "Owners" shall mean the holder or holders of record fee title to a residence or apartment lot; provided, however, that said term shall mean the resident contract purchaser or purchasers of any residential home or apartment building being purchased under a bona fide, duly recorded contract of purchase, and not the fee owner thereof.

(g) "Lessee" shall mean the tenant in possession of a residential apartment unit.

(h) "Recreation Area" shall mean lot 207 as shown on the Map of Subdivision 3458, said lot being devoted exclusively to recreational uses for the benefit of the residence lots and the Owners.

(i) "Residence" shall mean and include all improvements and appurtenances upon a residence lot.

(j) "Residence Lot" shall mean Lots 1 through 206 as shown on the Map of Subdivision 3458, all residential lots of Subdivision 3586, and any additional residence lots on subdivision tracts subsequently added to the Greenbrook Subdivision.

(k) "Apartment Lot" shall mean Lot 210 as shown on the Map of Subdivision 3458 and any additional apartment lots on subdivision tracts subsequently added to the Greenbrook Subdivision.

(l) "Subdivided Property" shall mean all of the property shown on the Map.

(m) "Unit Ownership" shall mean the total interest conveyed by the Deed to an Owner or Owners including

residence lot or leasehold interest, the related interest in Recreation Area, the interest in Park Area and the Association Membership.

(n) "Committee" shall mean the Architectural Control Committee.

(o) "County" shall mean the County of Contra Costa.

(p) "Greenbrook Subdivision" shall include, in addition to subdivisions 3458 and 3586 any tracts developed by the Grantor on lands contiguous or adjacent to Subdivision 3458 and within outer perimeter boundaries more particularly described in Exhibit "D" hereto, or on lands within such perimeter and separated from Subdivision 3458 only by public streets and roads, or railroad right of ways or other contiguous or adjacent tracts only so separated, and which are designated as a part of Greenbrook Subdivision and approved as such by the County by acceptance of the final subdivision map for such additional tract or tracts and by the California Commissioner of Real Estate by issuance of a final subdivision report for such additional unit or units.

2. (a) No Partition. There shall be no partition of the Park or Recreation Areas, nor shall Grantor or any person acquiring any interest in the Subdivided Property or any part thereof seek any judicial partition thereof; provided, however, that if any residence lot shall be owned by two or more co-tenants as tenants in common, or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants.

(b) The Park Area shall be subject to a continuing offer of dedication to the County of Contra Costa or its governmental nominee only, and shall be subject to an easement in favor of the general public for public park use.

(c) The Park Area shall not be sold, transferred or hypothecated by Greenbrook Homes Association except upon written consent of the County first had and obtained.

3. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Association for the purpose of service of such notices or to the residence lot of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

4. Management and Enforcement Entity.

(a) The Association is a nonprofit California corporation charged with the duties and empowered

with the rights set forth herein. It was created by Articles of Incorporation, a copy of which is attached hereto, marked Exhibit B and incorporated herein by reference thereto, and its affairs are governed in accordance with By-Laws, a copy of which is attached hereto, marked Exhibit C and incorporated herein by reference.

5. Membership in Association.

(a) There shall be one membership in the Association appurtenant to each residence lot and to each apartment unit. No membership may be severed or separated from such lot or from such apartment unit, and any sale, transfer or conveyance of a resident lot, and any lease by a lessor or any assignment or sublease by a tenant in possession of an apartment unit shall operate to transfer the appurtenant membership without the requirement of express reference thereto.

(b) No Owner or Lessee may avoid the burdens or obligations incidental to membership by non-use of the Recreation or Park Area or abandonment of his residence lot or apartment unit.

(c) Upon conveyance, sale or assignment of a residence lot to a new Owner or Owners, the selling Owner or Owners shall not be liable for any assessments upon the membership in the Association appurtenant to such residence lot levied after the date of such sale; the same shall be true in respect of a Lessee following the expiration or termination of his leasehold.

(d) The rights, duties, privileges and obligations incidental to membership in the Association shall be exercised and imposed in accordance with the provisions of these restrictions, the Articles and By-Laws.

6. Duty of Association. The Association, for the benefit of the residence lots and apartment lot and the members, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, sewer, garbage, electrical, telephone and gas and other necessary utility service for the Recreational and Park Areas.

(b) A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the Recreational facilities.

(c) A policy or policies insuring the Association and the members against any liability to the public or to the members incident to the ownership and/or use of the Recreational Area or the Park Area. Limits of liability under such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000.00) for any one person injured and One Million Dollars (\$1,000,000.00) for any one accident, and not less than Fifty Thousand Dollars (\$50,000.00) for property damage each occurrence. Such limits and coverage to be reviewed at least annually, the Association and increased in its discretion).

Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

(d) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(e) Painting, maintenance, repair and replacement of Recreational facilities as the Association shall determine are necessary and proper.

(f) Landscape planning and maintenance services for the Recreational Area and for the Park Area as may be reasonably required by the Association or by the County of Contra Costa.

(g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which are levied or assessed by all governmental agencies and/or which the Association is required to secure or pay for pursuant to the terms of these Restrictions or by law or which in the opinion of the Association's Board of Directors shall be necessary or proper for the operation of the Recreational Area or the Park Area or for the enforcement of these Restrictions.

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

7. Association Powers, Exclusive. The Association shall have the exclusive right to contract for all goods, services and insurance in connection with the Recreational and Park Area, payment for which is to be made from the maintenance fund and the exclusive right and obligation except as otherwise provided herein.

8. Owners' Obligations to Repair. Except for those portions which the Association is required to maintain and repair hereunder (if any) each Owner shall, at his sole cost and expense, maintain and repair his residence, keeping the same in good condition and making all structural repairs as they may be required.

9. Maintenance Fund: Taxes and Assessments.

(a) Within thirty (30) days prior to the beginning of each calendar year the Association's Board of Directors shall estimate the net charges, including taxes and assessments or delinquent taxes and assessments, to be paid during such year pursuant to the terms hereof

(including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund). Said "estimated cash requirement" shall be assessed as dues to the members pursuant to the Articles and By-Laws. If said sum estimated proves inadequate for any reason, including nonpayment of any member's assessment, the Association may at any time levy a further assessment, which shall be assessed to the members in like proportions, unless otherwise provided herein. Each member shall be obligated to pay assessments made pursuant to this paragraph to the Association in such manner as the Association shall designate in accordance with its Articles and By-Laws. The developer shall bear a share of the assessments herein provided for in such proportion as the number of units retained by it bears to the total number of units in the subdivided property.

(b) All funds collected hereunder shall be expended only for the purposes set forth in these Restrictions and purposes incidental thereto.

(c) If the Association shall fail to assess the members in an amount sufficient to pay all taxes and all maintenance in respect of the Recreational and Park Areas, the County may do so and may enforce the same as hereinafter provided, and in addition, in the event of failure of the Association to maintain the Park Area or Recreational Area in accordance with the standards set forth in paragraph 6 (f) hereof, the County may do so and may assess the costs therefor as additional taxes against the Recreational Area and collected in the manner of any other property tax.

10. Default in Payment of Assessments. Each assessment and each special assessment shall be separate, distinct and personal debts and obligations of the member against whom the same are assessed. In the event of a default or defaults in payment of any such assessment or assessments and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation as follows:

(a) By suit or suits at law to enforce each such assessment obligation. Each such action shall be brought in the name of the Association and the Association shall be deemed to be acting on behalf of all the members. Any judgment rendered in any such action shall include, where permissible under any law, a sum for reasonable attorneys' fees in such amount as the Court may adjudge against such defaulting member. Upon the full satisfaction of any such judgment, it shall be the duty of the Association by an authorized officer thereof to execute and deliver to the judgment debtor an appropriate satisfaction thereof.

(b) At any time within ninety (90) days after the occurrence of any such default, the Association may give notice to the defaulting member, which said notice shall state the date of the delinquency, the amount of the delinquency and make a demand for payment thereof. If such delinquency is not paid within ten (10) days after delivery of such notice, the Association may elect to

file a claim of lien against the Unit Ownership of such delinquent member. Such claim of lien shall state (1) the name of the delinquent member, (2) a description of the Unit Ownership against which claim of lien is made, (3) the amount claimed to be due and owing (with any proper offset allowed), (4) That the claim of lien is made by the Association pursuant to the terms of these Restrictions (giving the date of execution and the date, book and page references of the recording hereof in the Office of the Recorder of the County of Contra Costa; the lien claimed therein shall immediately attach and become effective, subject only to the limitations hereinafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a mortgage under power of sale. In the event such foreclosure is allowed to the extent permitted by law. In the event the foreclosure is as in the case of a mortgage under power of sale, any person designated by the Association in writing, shall be deemed to be acting as the agent of the lienor (mortgagee) and shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. The certificate of sale shall be executed and acknowledged by any two members of the Association's Board of Directors or by the person conducting the sale. A deed upon foreclosure shall be executed in like manner.

If the defaulting member shall be a lessee of an apartment unit rather than a homeowner then such default shall constitute a breach of his lease and in addition to all other remedies hereinbefore stated, and upon the same notice as applicable to the filing of a claim of lien against the Unit Ownership, the Association may serve or cause to be served a thirty (30) day alternative obligation (together with any penalties) or to quit the premises. All leasehold estate granted to lessees of apartment units shall be subject to these provisions.

For the purposes of this paragraph 10, a certificate executed and acknowledged or made under penalty of perjury by any two members of the Association's Board of Directors shall be conclusive upon the Association and the members in favor of any and all persons who rely thereon in good faith as to the matters therein contained, and any member shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to his Unit Ownership (or the fact

that all assessments due are paid if such is the case) within fifteen (15) days after demand therefor and upon payment of a reasonable fee not to exceed Ten Dollars (\$10.00). In the event any claims of liens have been recorded as herein provided, and thereafter the Association shall receive payment in full of the amount claimed to be due and owing, then upon demand of the member or his successor, and payment of a reasonable fee, not to exceed Ten Dollars (\$10.00) the Board, acting by any two members, shall execute and acknowledge (in the manner above provided) a release of lien, stating the date of the original claim of lien, the amount claimed, the date, book and page wherein the claim of lien was recorded, the fact that the lien has been fully satisfied and that the particular lien is released and discharged, such release of lien to be delivered to the Owner or his successor upon payment of the fee. No amendment of this paragraph 10 shall be effective without the written unanimous consent of all of the members.

In the event that the Association shall fail to enforce the payment of assessments for a period of ninety, (90) days, the County may do so, and for such purpose shall have all of the rights of the Association as hereinabove set forth.

11. Taxes and Assessments. In the event that the county shall accept dedication of the Park Area, each Owner shall be obligated to pay such taxes or assessments as may be assessed by the County Assessor to maintain the Park Area and the creek therein under a County Service Area plan or other appropriate plan giving to the County of Contra Costa the jurisdiction to tax the Owners of the Subdivided Property for such maintenance. In any event, each owner shall be obligated to pay such assessments as may be levied in respect of the maintenance of the street lighting system in the Subdivision, by County Service Area or otherwise.

12. Deeds of Trust and Mortgages. None of the provisions of these conditions, covenants and restrictions shall in any way reduce the security or defeat or render invalid the lien of any mortgage or deed of trust covering the real property or part thereof, provided, however, that the purchaser at any foreclosure sale under any such mortgage or deed of trust and at any trustee's sale under any such deed of trust, his or its successors and assigns, shall take and thereafter hold the title subject to all of the conditions, covenants and reservations set forth in this declaration.

13. Architectural Control Committee. Membership. The Architectural Control Committee is composed of Carl D. Deme, Irving Kay, and Laurence D. Kay. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither

the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

14. Alterations, Additions and Improvement of Residences. No Owner shall make structural alterations, repairs or additions which would substantially alter the exterior appearance thereof without the prior written approval of the plans and specifications therefor by the Committee. The Committee shall grant its approval only in the event that the proposed work will benefit and enhance the entire Subdivided Property in a manner generally consistent with the plans of development thereof. The Committee's approval or disapproval shall be in writing. In the event that the Committee fails to approve or disapprove within thirty (30) days after the appropriate plans and specifications have been submitted to it, or in any event, if no suit to enjoin such work has been commenced before completion thereof, approval will be deemed given and compliance with the terms of this paragraph conclusively presumed.

15. Residential Use. No structures shall be erected, altered, placed or permitted to remain on any residence lot other than one single family dwelling not to exceed two stories in height, a private garage, either attached to or detached from said dwelling and other out-buildings incidental to residential use by the occupants of said dwelling including servants, provided, however, a guest house not to exceed two stories in height may be erected, altered, placed or permitted to remain on any lot.

16. Minimum Area; Maximum Height. No residential structure shall be erected, placed or maintained on any residence lot if such lot has an area of less than 8000 square feet or a width of less than 80 feet at the front building setback line except that structures as provided herein may be erected or placed on any unsubdivided lot shown on the map hereinabove referred to. No building shall exceed 35 feet in height nor cover more than 40 percent of its lot.

17. Sidelines and Setbacks. No building shall be erected, located or maintained upon any residence lot nearer than 25 feet to the front lot line facing collector streets, nor nearer than 20 feet to the front lot line facing other than collector streets, nor nearer than 10 feet to any side lot line with the exception that, in cases where a residence lot is a corner lot and said lot faces a street other than a collector street, the side lot setback from the collector street shall be a minimum of twenty feet.

In any case, no structure erected on a corner shall be permitted nearer than 20 feet from the side street line. Provided, however, said Architectural Control Committee does hereby have the right to permit the erection, placement and maintenance of appropriate structures at a less setback distance of 15 feet where, in the opinion of the Architectural Control Committee, such change is proper, reasonable, and in accordance with the zoning ordinances of the governing body politic by reason of the size of said structure or by reason of the steepness of the grade of lots sloping uphill or downhill.

18. Commercial Vehicles. No commercial vehicles shall be kept or stored upon residence or apartment lots.

19. Nuisance. No commercial enterprise, nor noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

20. Fences, Walls and Hedges. No fence, wall or hedge shall exceed 6 feet in height nor be located upon any residence lot nearer than 25 feet from the front lot line facing collector streets, nor nearer than 20 feet to the front lot line facing other than collector streets. No such fence, wall or hedge may be nearer than 20 feet from any side lot line which is also a side street line.

21. Trailers and Outbuildings. No trailer, basement, tent, shack, garage, or other outbuilding erected or maintained in the subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

22. Signs. Not more than one sign (For Sale or For Lease or For Rent or a sign designating the profession of the occupant of a dwelling) shall be erected or maintained on any residence lot in this tract, and such sign may not be larger than 18 inches by 24 inches without the written consent of said Architectural Control Committee.

23. Fowl and Animals. No fowl or animals shall be kept or permitted on any lot, other than customary household pets in such numbers as to not constitute a nuisance to the neighborhood.

24. Right of Way. Within and adjoining the rear and side lines of all lots, a right of way 3 feet in width is hereby provided for and is hereby reserved in all deeds to be hereafter delivered. Said right of way shall be located 3 feet in width within and adjoining the exterior boundary lines of said lot. Said right of way may be used for the benefit of owners of lots in said subdivision, for the purpose of installing and maintaining sanitary and storm sewers, gas and water pipe lines and electric power, telephone and television transmission lines. No structure shall be located over said 3 foot strips of land.

25. Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

26. Structures to be Completed. The erection and placement of any structure on any lot once having been commenced shall be prosecuted to completion with due diligence in a workmanlike manner.

27. Rubbish. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

28. Obstructions. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

29. Minimum Cost. No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 based upon cost level prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein, for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages shall not be less than 1,200 square feet for a one story dwelling.

30. Enforcement of Covenants. In the event the party hereto, or heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning any real property subject hereto, including the County of Contra Costa or its governmental nominee or successor in interest, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, conditions or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

36. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

37. All powers and rights herein appearing in favor of the County shall inure to the benefit of its governmental nominees by assignment.

IN WITNESS WHEREOF, the undersigned has executed this instrument the 25th dat of July, 1966,

CARRIAGE HOMES CO., a general partnership

By: Dame Construction Co., Inc.

Carl D. Dame' (signed)
Carl D. Dame', President
Grantor

STATE OF CALIFORNIA) SS
COUNTY OF CONTRA COSTA)

On this 25th day of July, 1966, before me, a Notary Public in and for said County and State, personally appeared Carl D. Dame' known to me to be the President of Dame' Construction Co., Inc., the corporation which executed the within deed as General Partner of the Partnership named as Grantor therein, and known to me to be the person who executed said deed on behalf of said corporation, and acknowledged to me that said corporation executed the same as General Partner of said Partnership.

My commission expires 4-3-67.

Lucy E. Torrez (signed)
Notary Public

Lucy E. Torrez
Commission Expires April 3, 1967

AMERICAN SECURITIES COMPANY, a corporation, trustee under the Deed of Trust executed by Carriage Homes Co., in favor of Wells Fargo Bank recorded July 14, 1966 in Volume 5161 of Official Records of Contra Costa County, at page 249, hereby consents to the foregoing Restrictions.

Seal Affixed

AMERICAN SECURITIES COMPANY

BY M. Brown (signed)
Assistant Vice President

F. A. Sommers (signed)
-13- Assistant Secretary