

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this 17th day of September, 1969, by Corona Land Co., a California corporation, herein referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of all of the real property set forth and described on that certain map (herein called "Map") entitled Tract No. 3961, consisting of 9 sheets, marked respectively, "Sheet 1 of 9 sheets" through "Sheet 9 of 9 sheets", which Map was recorded in the Office of the County Recorder of Riverside County, California, on October 30, 1969, in Book 63 of Subdivisions, Pages 37 through 65 Inc.

WHEREAS, all of the real property described in the Map comprises in the aggregate a single subdivision unit (herein called "Unit") which is one of several units in the Canyon Lake general subdivision (herein called "Subdivision") which have been or shall be developed from adjoining lands owned by Declarant and annexed to the Subdivision as detailed herein and in the initial filing with the California Real Estate Commissioner relating to the Subdivision (Tract No. 3719); and

WHEREAS, there are One Hundred twenty-six (126) subdivided lots set forth and describe in the recorded Map, number 1 through 126, respectively, and lots A, B, and C;

WHEREAS, Declarant is about to sell and convey said lots, other than those lettered lots A, B, and C, and numbered lot (herein called "exempt lots") and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as Restrictions", under a general plan or scheme or improvement for the benefit and complement of all of the lots in the Unit and Subdivision, and the future owners of said lots, other than the exempt lots;

NOW, THEREFORE, Declarant hereby declares that all of said lots, other than the exempt lots, are held and shall be held, conveyed hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described m the Map and of the Subdivision as a whole. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the real property or any part thereof subject to such Restrictions.

1. TERM

These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 2008, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part. These Restrictions may be amended at any time by written consent of two-thirds (2/3) of the record owners of such lots.

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2. MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Unit and the Subdivision to which they are applicable, as herein provided, and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Unit and Subdivision and their respective owners.

4. EXCLUSIVE RESIDENTIAL/USE AND IMPROVEMENT

No lot shall be used except for residential purposes. Such purposes shall be accomplished only by the use and occupation on said lots of an independent mobile home (trailer coach) designed for human habitation.

5. CANYON LAKE PROPERTY OWNERS ASSOCIATION

Every person, including Declarant, who acquires title, legal or equitable, to any lot in the Subdivision shall become a member of the Canyon Lake Property Owners Association, a California non-profit corporation, (herein referred to as "Association"); provided however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases. Declarant's membership (by reason of its ownership of unsold lots) need not be evidenced by certificates of membership as provided in the Association's by-laws.

The general purpose of the Association is to further and promote the community welfare of property owners in the Subdivision. So as to assure the opportunity to all owners to acquire full knowledge of said Association's activities, each such owner shall be notified not less than seven (7) days nor more than sixty (60) days prior to any meeting of Association members. Said notice shall specify a reasonable place, date and hour, and in the case of a special meeting, the general nature of the business to be constructed.

The Association shall be responsible for the maintenance, repair, and upkeep of the private streets and parks, pedestrian easements, within the Subdivision, and the appurtenant drainage improvements and slope easements reserved by Declarant. Said maintenance, repair and upkeep shall be done in a continual and workmenlike manner and in no case shall the level of such maintenance, repair and upkeep be below the level of such care which would have been provided by the County of Riverside, had such streets, parks, pedestrian easements, drainage easements and slope easements been owned by said County.

The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets and parks and such other properties within the Subdivision as it may from time to time own.

The Association shall also be responsible for the maintenance and operation of the recreational facilities to be acquired by the Association from the Declarant, by means of a trust agreement, when 3500 single family residential lots have been sold by Declarant in said subdivision, or on January 31, 1973, whichever occurs first. At such time the Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such recreational facilities.

For the purpose of proportionately dividing the Association's expenses incurred in the maintenance of its properties and in furthering and promoting its purposes, the Association shall have all the powers that are set forth in its Articles of Incorporation and By-Laws or that belong to it by operation of law, including the power to levy against every lot in the Subdivision uniform annual charges as set forth in its by-laws of not less than Twenty Dollars (\$20.00) nor more than Fifty Dollars (\$50.00) per year: provided, however, that no such charge is or shall be levied against or payable by Declarant, the Association itself, or any corporation that may be created to acquire title to and operate any utilities servicing the Unit of Subdivision, or any beach, lake access tract, marina, golf course, tennis court, horse facilities, clubhouse, clubhouse grounds or other similar recreational facilities within the Unit or Subdivision solely by reason of ownership or control thereof.

Every such charge made shall be paid by the member to the Association on or before the date established by its Board of Directors pursuant to the resolution adopted by such Board fixing the amount of the annual charge. Written notice of the charge so fixed and the date of payment shall be sent to each member. Said charges shall remain a lien upon the property of the respective member until paid.

Upon the adoption of a resolution of charges, the Association shall forthwith cause a notice thereof and of the lien created thereby to be signed and acknowledged by it and recorded in the Office of the County Recorder of Riverside County, California.

Such recorded notice shall embody said resolution and state the rate of the charge, the time payable and record in the Office of the County Recorder of Riverside County, California, a release or, and when it becomes a lien. When paid, the Association shall from time to time execute, acknowledge releases of lien with respect to the property for which, payment has been made. Full receipts shall be issued to lot owners upon payment.

Each lot owner in the Subdivision shall, by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, whether from Declarant or a subsequent owner of such lot, bind himself, his heirs, personal representatives and assigns to pay all charges determined and levied upon such lot, including interest thereon and collection costs thereof, if any, including attorneys' fees; and the obligation to pay such charges, interests and costs thereby constitutes an obligation running with the land. Sale or transfer of any lot shall not affect any lien for charges provided for herein.

All liens herein provided for shall be enforceable by foreclosure and sale proceedings in the manner provided by law for the foreclosure and sale of mortgages and/or trust deeds; provided, however, that no proceeding for foreclosure shall be commenced except upon expiration of two (2) months from and after the date the charge giving rise to such lien becomes due and payable.

The funds arising from such charges, so far as may be sufficient, shall be applied toward the payment of expenses incurred by the Association in the maintenance of its properties and in furthering and promoting the community welfare of property owners in the Subdivision, all as set forth and provided in its articles of incorporation and bylaws.

6. ARCHITECTURAL CONTROL COMMITTEE

All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof, and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Architectural Control Committee (herein called "Committee"), as the same is from time to time composed.

The Committee shall be composed of three (3) members to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, or in the event of Declarant's failure to so appoint within two (2) months after any such vacancy, then by the Board of Directors of the Association. When ninety percent (90%) of the lots in the Subdivision shall have been sold by Declarant, the Board of Directors of the Association shall have complete control of the appointments and removal of Committee members. Either a lapse of eighteen (18) months between filings of unit maps of the Subdivision, provided that ninety percent (90%) of the then aggregate number of lots in all recorded units of the Subdivision have been sold by Declarant, or a lapse of three (3) years from the date of the Final Subdivision Public Report of the California Division of Real Estate applicable to the next preceding unit of the Subdivision, regardless of whether or not ninety percent (90%) of the aggregate number of lots in all recorded units of the Subdivision have been sold, shall be sufficient to place control for such appointments and removals in the Association's Board of Directors.

There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lots of the mobile home, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting.

As a means of defraying its expenses, the Committee may institute and require a reasonable filing fee to accompany the submission of plans to it. No additional fee shall be required for re-submission of plans revised in accordance with Committee recommendations.

The Committee shall approve or disapprove plans, specification and details within thirty (30) days from the receipt thereof or shall notify the person submitting them that an additional period of time, not to exceed thirty (30) days, is required for such approval or disapproval. Plans, specifications and details not approved or disapproved within the time limits provided herein shall be deemed approved as submitted. One (1) set of said plans and specifications and details with the approval or disapproval, endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of this Declaration; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final.

Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

6. SIZE AND PLACEMENT OF MOBILE HOMES AND STRUCTURES

All mobile homes located on said tract must be as designated on the certificate of title, with a minimum of 500 square feet, unless otherwise prescribed by the Committee. No mobile home may be placed on a lot until approved in writing by Committee as to size, condition, and appearance. Said mobile home must have complete sanitary facilities, including, among others, a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with State and local health requirements. No more than one mobile home shall be placed on each lot, with the exception of two or more mobile homes joined to form a single dwelling as approved and designated by the Committee.

The Committee shall have the authority to set up regulations as to the height and size requirements for all types of structures, including fences, walls, copings, etc.

In order to preserve the natural quality and esthetic appearance of the existing geographic areas within the Subdivision, all property lines abutting to golf course shall be kept free and open and no fences shall be permitted on any such lot lines except where, in the opinion of the Committee, a fence or other enclosure, as a structure or esthetic feature of design concept, will contribute to and be in keeping with the character of the area.

Whenever two or more contiguous lots in the Subdivision shall be owned by the same person, and such person shall desire to use two or more of said lots as a site for a single mobile home, he shall apply in writing to the Architectural Control Committee for permission so to use said lots. If written permission of such a use shall be granted, the lots constituting the site for such single dwelling shall be treated as a single lot for the purpose of applying these Restrictions to said lots.

Each lot has a specified and dimensioned area, which limits the extent of the portion thereof upon which any improvement can be constructed without the express approval of the Committee. In this event, the following minimum dimensions shall govern for front, side and rear setbacks on all lots (except fences or walls where approved or required by the Committee):

- (a) Twenty (20) feet from the front line of each lot abutting the street:
- (b) Five (5) feet from each lot side line, except corner lots which shall be ten (10) feet;
- (c) Five (5) feet from the rear line of each lot, unless such rear lot line shall be either contiguous to a boundary line of the golf course in which case the depth of the rear yard shall be twenty-five (25) feet or twenty-five percent (25%) of the depth of the lot, whichever is greater.
- (d) If the line with respect to which a setback measurement is to be made is a meandering line, the average length of the two lot lines that intersect said meandering line shall be determined and, using that average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line.
- (e) The term "side line" defines a lot boundary line that extends from the street on which the lot abuts to the rear line of the lot.
- (f) The term "rear lot line" defines the boundary line of the lot that is farthest from, and substantially parallel to, the line of the street on which the lot abuts.

- (g) The term "front line" defines a lot boundary line that is abutting the right of way of the street on which the lot abuts.
- (h) A corner lot shall be deemed to have a front line on the street on which the shortest dimension abutting a street occurs.
- (i) No part of any fence or wall shall be constructed or placed within the "front yard" of any numbered lot in the Subdivision, that is to say, within that part of the lot that lies between the line of the street on which the lot abuts and the required setback from the front line of the lot. No fence or wall shall be constructed or placed within that part of any lot that is contiguous to the golf course that lies within twenty-five (25) feet of the rear lot line, and no part of any fence or wall constructed or placed in the rear yard of any lot that is contiguous to the golf course shall exceed three (3) feet in height. Any fence that is permitted within the Subdivision and is not subject to the height limitation set out in the immediately preceding sentence may have a height not in excess of five (5) feet.

7. GENERAL PROHIBITIONS AND REQUIREMENTS

The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Unit or Sub-division:

- (a) Each owner of a lot shall, within thirty (30) days of the installation of a mobile home, skirt the same by enclosing (using good and substantial materials) the entire area between the mobile home and the ground.
- (b) No outside toilet or Individual water well or septic tank shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the community sewage system.
- (c) No temporary structure or other outbuilding shall be placed or erected on any lot; provided, however, that the Committee may grant permission for any such temporary structure for storage or materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place. Mail boxes shall be only of the design, approved by the Committee and may be placed only in such location as designated by the Committee.
- (d) No travel trailer, camper unit, boat, boat trailer, tent or other temporary living quarters shall be placed, maintained or occupied on any lot; except that the owner thereof, upon occupancy of the principal mobile home, may store such items on his property in a reasonable manner on the rear half of the lot except as otherwise prohibited herein.
- (e) No mobile home or structure shall be occupied or used until the same has been completed in accordance with plans and specifications submitted to Committee and conforms to all State and local requirements.
- (f) All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated on any such lot.

- (g) No animals or livestock of any description, except the usual household pets, shall be kept on any lot.
- (h) Signs of customary and reasonable dimensions, but not exceeding five (5) square feet, shall be permitted to be displayed on any lot advertising the same for sale. All other signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Committee.
- (i) No stripped down, partially wrecked, or junk motor vehicle or sizeable part thereof shall be permitted to be parked on any street in the Unit or Subdivision or on any lot in such manner as to be visible to the occupants of other lots within the Unit or Subdivision or to the users of any street, lake or golf course therein. No truck larger than 3/4 ton shall be parked, for overnight (or longer) storage, on any numbered lot in the Unit or Subdivision in such a manner as to be visible to the occupants of other lots in the Unit or Subdivision or the users of any street, lake or golf course within the Unit or Subdivision.

No travel trailer, camper unit, boat or boat trailer shall be permitted to be parked on any street in this tract.
- (j) Every tank for the storage of fuel installed outside any building in the unit or Subdivision shall be buried below the surface of the ground or otherwise completely screened, to the satisfaction of the Committee. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, lake or golf course within the Unit or Subdivision at any time except during refuse collections.
- (k) No owner of any lot shall place or build or permit the placing or building thereon of any structure or mobile home that is to be used as a model or exhibit unless prior written permission to do so shall have been obtained from the Committee.
- (l) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In the event any such lot or Improvement thereon is not so maintained, the Association shall have the right, through its agents and employees, to enter thereon for the purpose of maintenance, restoration or repair, the cost of which shall be added to and become a part of the annual charge to which such lot is subject.
- (m) No noxious or offensive activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
- (n) No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
- (o) No tree in excess of three (3) inches in diameter, measured at a point twelve inches (12") above the ground, shall be removed from any lot without first obtaining the written consent of the Committee.
- (p) No radio station or short-wave operators of any kind shall operate from any lot or residence. No exterior television or radio

antenna of any kind shall be constructed or erected on any lot or residence after such time as a community antenna television (CATV) system has been made available to residences at rates of charge for installation and monthly service commensurate with the rates charged by comparable CATV systems.

- (q) No trash, ashes, garbage or other refuse shall be dumped or stored on any lot nor be thrown into or left on the shoreline of any lake in the Subdivision. No outside burning of trash or garbage shall be permitted.
- (r) No improvement which has been partially or totally destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction.
- (s) Every building, dwelling, or other improvement, the construction or placement of which is begun on any lot, shall be completed within six (6) months after the beginning of such construction or placement.
- (t) Prior to placing a mobile home on the lot, a concrete slab or other standard metal or wood deck containing at minimum of 200 square feet shall be installed.
- (u) In order to enhance the appearance and orderliness of the Subdivision the Declarant hereby reserves for itself, its successors and assigns, the exclusive right to operate, a commercial scavenging service within the Subdivision for the purpose of removing garbage, trash, and other like household refuse. Such refuse collection and removal service shall be provided not less often than once each week on a day or days designated by the Declarant or its successors and assigns. The charge to be made for such refuse collection and removal service shall be at a reasonable rate commensurate with the rates charged by commercial scavengers serving other subdivisions of high standards in the area and shall be subject to change from time to time. Initially, the charge for such service shall be Two Dollars (\$2.00) per month.
- (v) Every building, dwelling or other improvement having a roof shall use a roof covering material of cedar shakes, wood shingles, clay or cement tile or built-up roofing and colored rock, except mobile homes and attached patio and carport roofs.
- (w) All drying of wash must be done in areas on individual lots that are completely screened from view of any adjacent lot or lots. Clotheslines or drying racks can be no more than six (6) feet in height.
- (x) No lot or part of a lot in said tract shall be re-graded without the prior written consent of the Committee.
- (y) No free standing roofs or ramadas shall be permitted in this tract.
- (z) All mobile homes must have carports on one side of the mobile home and a patio roof on the opposite side. There shall be no garages.

9. VARIANCES

The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Unit or Subdivision.

10. EASEMENTS

Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:

- (a) For the use and maintenance of drainage courses of all kinds designated on the Map as "Drainage Easements";
- (b) For maintenance and permanent stabilization control of slopes in the slope-control areas designated on the Map as "Slope Easements";
- (c) For lake and shoreline maintenance and control along the lake front portion of each lot contiguous to a lake shoreline to the extent of ten (10) feet in width designated on the Map as "Utility Maintenance Easements"; and
- (d) For the Installation and maintenance of radio and television transmission cables over strips of land six (6) feet in width along side and rear property lines and ten (10) feet in width along the front property line of each lot.

Declarant has dedicated to the public non-exclusive rights-of-way and easement areas for the installation and maintenance of public utilities over strips of land six (6) feet in width along side and rear property lines of each lot as contained in the offer of dedication set forth on Sheet 1 of the Map, reserving therefrom the easements and/or rights-of-way set forth in subparagraph (d), above, relating to radio and television transmission cables.

On each lot, the right-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities; which may change the direction of flow of drainage channels in the easements; which may obstruct or retard the flow of water through drainage, channels in the easements; or which damage or interfere with established slope ratios or create erosion or sliding problems. Improvements within such areas shall also be maintained by the respective lot owner except for those for which Declarant, its successors and assigns, a public authority, or utility company is responsible.

On the recorded plat of the Subdivision there is depicted the location of a line of sanitary sewers. Every numbered lot in the Subdivision that is crossed by said line of sanitary sewers shall be subject to an easement for (he installation, operation, maintenance, repair, renewal, replacement, relocation, or removal of said line of sanitary sewers, which easement shall be a strip of land that is ten (10) feet in width, measured five (5) feet on each side of the center line.

11. OWNERSHIP, USE AND ENJOYMENT OF STREETS, PARKS AND RECREATIONAL AMENITIES

Each of the streets in the Unit or Subdivision designated on the Map, except Railroad Canyon Road, is a private street, and every park, recreational facility, and other amenity within the Unit or Subdivision is a private park, facility or amenity. An easement for the use and enjoyment of each of said streets and areas designated on the Map as parks, and areas designated on the recorded Map as pedestrian easements, is reserved to Declarant, its successors and assigns; to the persons who are, from time to time, members or associate members of the Association; to the members and owners of the recreation club to be organized, owned, leased and operated by Declarant, its successors and assigns; to the residents, tenants, and occupants of any multi-family residential building, guesthouse, inn or hotel facilities, and all other kinds of residential structures that may be erected within the boundaries of the Unit or Subdivision, to the owner and/or operator of the dam and lake facility, its successors and assigns, and to the invitees of all of the aforementioned persons.

Declarant has previously offered said private streets to Riverside County for dedication to public use, the acceptance of which was rejected.

The Property Owner's Association may request the inclusion of said streets into the County Street System, at any time, provided, however, that such request shall not be made by said Association except upon a two-thirds (2/3) vote of its members entitled to vote.

Declarant hereby covenants, for itself, its successors, and assigns, that it will convey fee simple title to the streets and to those areas designated as parks and those areas designated on the recorded Map as pedestrian easements, and on all future maps of the Subdivision, to the Association within three (3) years after their completion, subject only to easements of record and utility rights. At the time of conveyance, such streets shall conform to the standards of Riverside County.

Speed limits and parking regulations and restrictions on such private streets and the rules governing the use of such parks shall be as promulgated from time to time by Declarant, its successors thereto or assigns thereof.

11. GRANTEE'S TITLE

Declarant shall convey fee title to lots within the Subdivision by grant deed subject to:

- (a) These Restrictions;
- (b) Easements and rights-of-way of record;
- (c) The reservation to Declarant of all oil, gas, gasoline and other hydro-carbon substances and all other minerals underlying and within the boundaries of such lot below a depth of one hundred (100) feet, without right of surface entry; and
- (d) The reservation of any and all water rights regarding said property, without right of surface entry.

Such grant deed shall convey title to the lot only, the boundaries of which shall be the side, rear and front lot lines as designated on the Map, excluding any fee interest in adjacent streets or roads in the Subdivision.

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14. ANNEXATION OF SUBSEQUENT UNITS OR PARCELS

Declarant, or its successor in interest, may, from time to time, and in its sole discretion, annex into the Subdivision all or any part of the following described real property, less that portion thereof to which these Restrictions are already applicable, as set forth in paragraph 1, above, and to all other units of the Subdivision presently of record to which restrictions substantially identical to those set forth herein apply:

DESCRIPTION:

In the County of Riverside, State of California, described as follows:

PARCEL 1:

Section 35, Township 5 South, Range 4 West, San Bernardino Base and Meridian, as shown by United States Government Survey.

PARCEL 2:

The Easterly 10 feet of the Southeast quarter of the Southwest quarter, the Southerly 10 feet of the Northwest quarter of the Southeast quarter, the Easterly 10 feet of the Northwest quarter of the Southeast quarter, the Easterly 10 feet of the Southwest quarter of the Northeast quarter and the Southerly 10 feet of the

Northeast quarter of the Northeast quarter. All in Section 34, Township 5 South, Range 4 West. San Bernardino Base and Meridian as shown by United States Government Survey.

PARCEL 3:

The Southeast quarter of the Southwest quarter of Section 36, Township 5 South, Range 4 West, San Bernardino Base and Meridian, as shown by United States Government Survey.

PARCEL 4:

The South half of the Southeast quarter of Section 36, Township 5 South, Range 4 West, San Bernardino Base and Meridian, as shown by United States Government Survey.

PARCEL 5:

The West 2/3 of the Northwest quarter of Section 6, Township 6 South, Range 3 West, San Bernardino Base and Meridian, as shown by United States Government Survey.

PARCEL 6:

Fractional Section 1, Township 6 South, Range 4 West, San Bernardino Base and Meridian, as shown by United States Government Survey.

PARCEL 7:

The North half and the Northwest quarter of the Southwest quarter, and the North 6.88 acres of the Southwest quarter of the Southwest quarter of Section 2, Township 6 South, Range 4 West, San Bernardino Base and Meridian, as shown by United States Government Survey:

EXCEPTING from the Southeast quarter of the Northwest quarter of said Section, the portion thereof described as follows:

BEGINNING at a point on the South line of the Southeast quarter of the Northwest quarter of

said Section, which bears South 89° 39' East, 109.07 feet from the Southwest corner thereof;

THENCE South 89° 39' East, along said South line, 396 feet;

THENCE North 00° 21' East, 550 feet;

THENCE North 89° 39' West, 396 feet;

THENCE South 00° 21' West, 550 feet to the point of beginning;

ALSO EXCEPTING from the Northwest quarter of the Southwest quarter of said Section, the portion thereof conveyed to Elsinore Valley Municipal Water District, by Deed recorded June 6, 1958 in Book 2282 page 46 of Official Records of Riverside County, California;

ALSO EXCEPTING therefrom the watchman's house and any outbuildings appurtenant thereto, located on the Northwest quarter of the Southwest quarter of said Section. Together with an easement for all purposes necessary for the proper use, enjoyment and occupancy of said house,

over one acre of ground surrounding said house and outbuildings;

ALSO EXCEPTING from said Section 2, the portion thereof included in the dam at Railroad Canyon Reservoir and in addition thereto sufficient land for all appurtenances necessary for the proper maintenance and operation of said dam at said Reservoir.

PARCEL 8:

The Southeast quarter of Section 2, Township 6 South, Range 4 West, San Bernardino Base and Meridian;

EXCEPTING therefrom that portion thereof described as follows:

BEGINNING on the Northwesterly line of Railroad Canyon Road, at a point whence the Southeast corner of said Section bears South 40° 46' East, 1208 feet, and running Thence North 53° 40' West, a distance of 110 feet; THENCE North 36° 20' East, a distance of 100 feet; THENCE South 53° 40' East, a distance of 130 feet, more or less, to a point on said Northwesterly line of Railroad Canyon Road; THENCE Southwesterly along said Northwesterly line of Railroad Canyon Road, to the point of beginning.

PARCEL 9:

The East half of Government Lot 2, Excepting therefrom the West half of the South 660 feet thereof. All of Government Lot 1, the North half of the Southeast quarter of the Northeast quarter, the Southeast quarter of the Southeast quarter of the Northeast quarter, the East quarter of the Northeast quarter of the Southeast quarter, and the East half of the West half of the East half of the Northeast quarter of the Southeast quarter of Section 3, Township 6 South, Range 4 West, San Bernardino Base and Meridian as shown by United States Government Survey, and the West half of Government Lot 2 in Section 3, Township 6 South, Range 4 West, San Bernardino Base and Meridian.

Such annexation shall be effective upon the recordation of restrictions, either by declaration or by deed, designating the property subject thereto, as an additional unit within the Subdivision, which property shall thereupon become and constitute a part of the Subdivision, and the Association shall accept and exercise such powers and Jurisdiction over such property as are granted to it by such restrictions. Such restrictions shall be substantially the same as those contained herein; provided, however, that:

- (a) The use in said restrictions of the word "Unit" shall be deemed to apply to the particular unit for which such restrictions are recorded; the use of the word "Subdivision" shall be deemed to mean the aggregate of all previously recorded units designated as being a part of the Canyon Lake general subdivision scheme of development; and the use of the words "lot" or "lots" shall be deemed to mean all subdivided lots described and set forth in any unit maps of the Subdivision and each unit of any multiple-family residence building or guesthouse, inn or hotel facility within the Subdivision, including condominium developments;
- (b) Such restrictions shall not discriminate against lot owners whose property is already included in the Subdivision;

- (c) The Association's powers to make assessments and enforce liens shall not be curtailed with respect to such newly annexed units;
- (d) The limits of uniform annual charges upon each lot in the Unit or other units already annexed to the Subdivision shall not be increased as a result of any Annexation (but the Association may provide for a higher annual charge upon lots in the newly annexed
- (e) Such restrictions may impose additional limitations upon the property subject thereto but shall not have the effect of alleviating any of the provisions herein or of any restrictions pertaining to other units already annexed to the Subdivision; and
- (f) No annexation of additional property shall be permitted unless the subdivision map and restrictions applicable thereto shall be recorded within three (3) years from the date of the Final Subdivision Public Report of the California Division of Real Estate applicable to the next preceding unit of the Subdivision.

Any portion of such property described above and available for annexation into the Subdivision may, at the option of Declarant, its successors or assigns, be so annexed as a condominium, or for use as a multiple-family residential, guesthouse, inn or hotel facility.

Should property related to any of such uses not be so annexed, The Association shall, nevertheless, grant to the owners thereof the right to the use and enjoyment of the private streets and parks within the Subdivision, or any other assets of the Association, upon payment of a reasonable charge for maintenance, repair and upkeep or in return for the reciprocal use and enjoyment of common areas of such facilities or a combination of both.

15. REMEDIES

The Association or any party to whose benefit these Restrictions may inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of the Restrictions.

The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

16. GRANTEE'S ACCEPTANCE

The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also jurisdiction, rights and powers of Declarant, and by

APPROVAL AND CONSENT
OF
MORTGAGE LENDER

Temescal Properties, Inc., a California corporation, hereby approves and consents to the recording of the attached Declaration of Restrictions on Tract 3961, Riverside County, California, and hereby consents and agrees that any lien shall be subordinate to this Declaration of Restrictions and shall be binding and effective against any owner of said property whose title is acquired by foreclosure, trustee sale, or lien foreclosure.

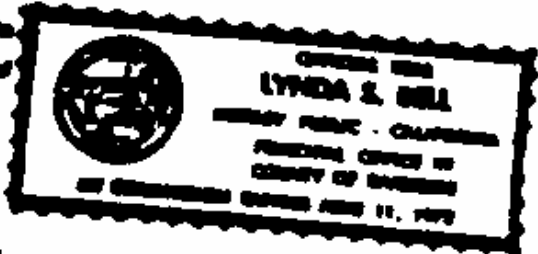
Dated: 22 September 1969

TEMESCAL PROPERTIES, INC.

By [Signature]
President

By [Signature]
Secretary

STATE OF CALIFORNIA
COUNTY OF Riverside
on September 22, 1969
I, R. J. Henderson, President, and W. H. Purdy, Secretary of the corporation that executed the within instrument, do hereby certify that the above is a true and correct copy of the original instrument as the same appears in the books and records of the corporation.



[Signature]
LYNDA S. BELL, Notary Public
in and for the State of California
My Commission Expires June 11, 1971

(This area for official record use)

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

CANYON LAKE PROPERTY OWNERS ASSN.
31512 Railroad Canyon Road
Canyon Lake, CA 92587

DOC # 2000-129373

Conformed Copy 04/07/2000

Gary L Orso
Assessor-County Clerk-Recorder

(This Space for Recorder's Use Only)

**AMENDMENT TO THE DECLARATION
OF RESTRICTIONS - TRACT 3961**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

AMENDMENT TO THE DECLARATION OF RESTRICTIONS
TRACT 3961

WHEREAS, the Canyon Lake Property Owners Association is located entirely within the County of Riverside and is comprised, in part, by Tract 3961, which tract is subject to the recorded Declaration of Restrictions for Tract No. 3961, recorded on October 30, 1969, as Document No. 110933, and any and all amendments thereto;

WHEREAS, the amendments herein are intended to address circumstances unique to this tract, a tract of mobile (manufactured) homes, not site-built homes;

WHEREAS, the above Declaration may be amended by its own terms; and

WHEREAS, the amendment herein to the above Declaration was proposed by written ballot of the members pursuant to applicable law, and the proposed amendment to the above Declaration was approved by the requisite percentage of members as specified in the Declaration.

NOW, THEREFORE, the Declaration of Restrictions for Tract No. 3961 is hereby amended as set forth below:

1. Section 3 of the Declaration is amended to read as follows:

No lot shall be used except for residential purposes. Such purposes shall be accomplished only by the use and occupation on said lots of an independent mobile home or manufactured home designed for human habitation. References herein to "home" or "homes" shall refer only to mobile and manufactured homes.

2. Section 6, first paragraph, of the Declaration is amended to read as follows:

6. SIZE AND PLACEMENT OF MOBILE HOMES AND STRUCTURES
All replacement homes located on said tract must be new and, as designated on the certificate of title, with a

minimum of 1,100 square feet. No home may be placed on a lot until approved by Committee as to size, condition, and appearance. Said home must have complete sanitary facilities, including, among other things, a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with State and local health requirements. No more than one home shall be placed on each lot, with the exception of two or more homes joined to form a single dwelling as approved and designated by the Committee. From and after the date of recordation of this amendment, any home placed on a lot within this tract shall be considered a "replacement home." The provisions of the Declaration, as amended, applicable to replacement homes shall thereafter govern each and every lot upon which such a replacement home is or has been installed. Unless inconsistent, replacement homes are also bound by all other requirements imposed herein on homes generally.

3. Section 6, fourth paragraph, of the Declaration is amended to read as follows:

Whenever two or more contiguous lots in the Subdivision shall be owned by the same person, and such person shall desire to use two or more said lots as a site for a single home, he shall apply in writing to the Architectural Control Committee for permission so to use said lots. If written permission of such a use shall be granted, the lots constituting the site for such single dwelling shall be treated as a single lot for purposes of applying these Restrictions to said lots.

4. Section 7, subsections (a), (d), (e), (k), (t), (v), (y) and (z), of the Declaration are amended to read as follows:

- (a) Each owner of a lot shall, within thirty (30) days of the installation of a manufactured or mobile home, skirt the same by enclosing (using good and

substantial materials) the entire area between the manufactured or mobile home and the ground.

- (d) No travel trailer, camper unit, boat trailer or other recreational vehicles shall be placed, maintained or occupied on any lot; except that the owner thereof, upon occupancy of the home, may store such items on his property in a reasonable manner on the lot if set back a minimum of 20 feet from the street curb, except as otherwise prohibited herein. Ail storage or parking of wheeled vehicles shall be on concrete slabs or runners designed for and approved by the Architectural Control Committee for such purpose.
- (e) No home or structure shall be occupied or used until the same has been completed in accordance with plans and specifications submitted to Committee and conforms to all State and local requirements.
- (k) No owner of any lot shall place or build or permit the placing or building thereon of any structure or home that is to be used as model or exhibit unless prior written permission to do so shall have been obtained from the Committee.
- (t) [Deleted in its entirety.]
- (v) Roof covering material for homes shall be limited to insulated foam, clay, cement or fiberglass tile, or asphalt or fiberglass shingle. Roofs on accessory structures shall be metal or matching material to the lot's home's roof covering.
- (y) [Deleted in its entirety.]
- (z) All replacement homes shall have an attached carport or attached garage; existing homes on the effective date of this amended provision may be improved by

installation of an attached garage. Accessory structures, including garages, shall generally conform to all provisions of these Restrictions. Accessory structures shall be installed on concrete slabs or foundations. Accessory structures shall be constructed of metal or material similar to the exterior of the lot's home.

5. Section 9. subsection (c). of the Declaration is deleted.

Subject to the provisions expressly amended above, the Association hereby reaffirms and restates the provisions of the Declaration.

IN WITNESS, WHEREOF, the undersigned Association has hereunto set its hand and seal this 4th day of April, 2000.

CANYON LAKE PROPERTY OWNERS ASSOCIATION

By: John McNamee

By: [Signature]

CERTIFICATE OF PRESIDENT

The undersigned, as the duly appointed President of the Canyon Lake Property Owners Association, a California nonprofit mutual benefit corporation, hereby certifies that the foregoing amendment was duly and properly approved in accordance with the terms of the tract Declaration referenced.

Dated: 4/4/2000

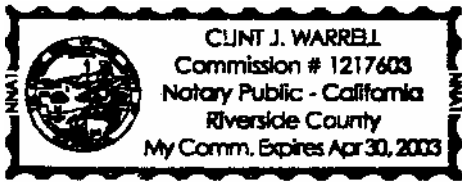
John McNamee

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
COUNTY OF _____)

On this 4th day of April, 2000, before me, Clint Warrell, a Notary Public, State of California, duly commissioned and sworn, personally appeared Martin Gibson, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



A handwritten signature in black ink, appearing to read "Clint J. Warrell", written over a horizontal line.

Notary Public, State of California