

“If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. 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.”

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RECORDING REQUESTED BY:
Safeco Title Insurance Company

RECEIVED FOR RECORD
AT 9:00 O'CLOCK A.M.
At Request of
SAFECO TITLE INSURANCE CO.

Book 1982, Page 59532

APR 8 - 1982

Recorded in Official Records
of Riverside County, California

Acting Recorder

FEES \$ 5.00

See # 4 of 16
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WHEN RECORDED RETURN TO:
Security Title Insurance Company
13640 Roscoe Boulevard
Panorama City, California 91402
Attention: Gerald Goldfisher, Vice President

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, ESTABLISHMENT OF ASSOCIATION
AND ESTABLISHMENT OF DEVELOPMENT REVIEW COMMITTEE

This Declaration of Covenants, Conditions, Restrictions, Establishment of Association and Establishment of Development Review Committee (hereinafter sometimes referred to as "Covenants and Restrictions") is made this 5th day of April, 1982, by SECURITY TITLE INSURANCE COMPANY, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner as Trustee of real property situated in the unincorporated area of the County of Riverside, State of California, more particularly described as follows:

Lots 1 through 53, inclusive, of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26 of Maps, Records of Riverside County, California.

WHEREAS, it is the intent to subdivide and to sell the same and to impose thereon mutual and beneficial restrictions under a general plan or scheme for the benefit of all parcels in said tract and the future owners and users of said land;

NOW, THEREFORE, Declarant hereby certifies and declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following provisions, limitations, conditions, restrictions, covenants, easements and reservations, all of which are declared and agreed to be in furtherance of a plan for the subdivision and sale of said parcels in said tract

quest as an attachment to this document, and its contents are hereby incorporated by reference into this document, and its contents are hereby incorporated by reference into this document, and its contents are hereby incorporated by reference into this document.

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and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the above-described property and every part thereof. These Covenants and Restrictions shall be binding on and for the benefit of each parcel and of Declarant, the Association (hereinafter defined), each owner and each successor thereof and shall run with the said land.

1. Definitions. Unless the context otherwise specifies or requires, the terms defined in this paragraph shall, for all purposes of these Covenants and Restrictions, have the following meanings:

a. Association. The term "Association" shall mean the Meadow Oaks Homeowners' Association, an unincorporated association, or its successors.

b. Association Rules. The term "Association Rules" shall mean the rules from time to time in effect, pursuant to the provision of the Bylaws of the Association.

c. Development. The term "Development" shall mean all of the real property described above.

d. Board. The term "Board" shall mean the Board of Directors of the Association.

e. Bylaws. The term "Bylaws" shall mean the Bylaws of the Association, as such Bylaws may from time to time be amended.

f. Common Area. The term "Common Area" shall mean and include collectively all private roads shown on any Final or Parcel Map hereafter recorded affecting the Property, as well as the easements hereinafter provided to be maintained by the Association.

g. Covenants and Restrictions. The term "Covenants and Restrictions" shall mean the limitations, restrictions, covenants, terms and conditions set forth herein as same may from time to time be amended, supplemented, and modified.

h. Development Review Committee. The term "Development Review Committee" shall mean the Committee created pursuant to Paragraph 5 below.

i. Excavation. The term "Excavation" shall mean any disturbance of the surface of the land (except to the extent reasonably necessary for planting), which destroys any vegetation or results in the removal of earth, rock, sand, or other substance.

j. Fill. The term "Fill" shall mean any addition of rock or earth materials to the surface of the land which increases the natural elevation of such surface by more than twenty-four (24) inches.

k. Fiscal Year. The term "Fiscal Year" shall mean the year from July 1 through June 30.

l. Improvements. The term "Improvements" shall mean buildings, outbuildings, roads, pools, courts, barns, stables, paddocks, corrals, driveways, parking areas, fences, retaining walls, stairs, decks, landscaping, poles, signs, and any structures of any type or kind.

m. Notice. The term "Notice" shall mean a notice delivered pursuant to Paragraph 11 below.

n. Owner. The term "Owner" shall mean the person(s) or entity holding fee title to a lot.

o. Residence. The term "Residence" shall mean the building or buildings, including any garage, carport, or similar outbuildings, used for residential purposes.

p. Road. The term "Road" shall mean any vehicular way designated on a subdivision map as a road, court or street.

q. Structure. The term "Structure" shall mean anything constructed or erected, the use of which requires location on the ground.

r. Subdivision Map. The term "Subdivision Map" shall mean any final map within the meaning of the provisions of the Governmental Code of the State of California, as amended from time to time.

2. Property to Which Covenants and Restrictions are Applicable. Each and every provision of these Covenants and Restrictions shall be applicable to all lots within said Development.

3. Land Use. The following provisions shall apply to the use of all lots subject to these Covenants and Restrictions:

a. General Restrictions Applicable to All Lots. All lots within the Development shall be subject to the following general restrictions:

(1) The Association, or its duly authorized agents, shall have the right at any time, without liability to the Owner, to enter upon any lot for the purpose of (i) maintaining such lot, as provided for in Paragraph 6(e) below, (ii) removing any improvement constructed, reconstructed, refinished, altered or maintained upon such lot in violation of these Covenants and Restrictions, (iii) restoring such lot as authorized by these Covenants and Restrictions and (iv) otherwise enforcing these Covenants and Restrictions.

(2) No improvement, excavation, fill or other work which in any way alters any lot from its natural or improved state existing on the date such lot was first conveyed in fee by Declarant to an Owner shall be made or done except upon strict compliance with the provisions hereof.

(3) No more than one (1) family shall occupy any residential lot.

(4) Each lot and all improvements located thereon shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at Owner's expense.

(5) Vegetation within any lot shall be planted and maintained in such manner as to prevent or retard

shifting or erosion and to encourage the growth in indigenous ground cover.

(6) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their lots or the Common Areas. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively to protect the security of the lot and improvements located thereon, shall be placed or used upon any lot without prior written approval of the Development Review Committee.

(7) Camping on a temporary basis shall be permissible only on lots of ten (10) acres in size, or greater, if allowed under the laws of the County of Riverside and if a permit is granted by the Development Review Committee. Any camping on a lot shall be subject to the limitations of and shall be in strict accordance with the permit granted by the Development Review Committee.

(8) Subject to control by the Association Rules, only a reasonable number of generally recognized house pets shall be kept on any lot. Horses and cattle shall only be kept on lots of one (1) acre in size, or larger. All such animals shall be kept in strict accordance with Association Rules, if any, as to the number of animals per acre, the required improvements and facilities, and such other regulations as shall be adopted from time to time by the Association relating to keeping of such animals within the Development. No other animals shall be kept on lots within the Development, except in

tained or permitted upon any lot and no derrick, structure, pump or equipment designed for use in drilling for or pumping oil or natural gas shall be erected, maintained or permitted on any lot.

(15) No improvement which has been partially or totally destroyed shall be allowed to remain on any lot in such state for more than six (6) months from the date of such destruction.

(16) No gainful occupation, profession or trade shall be maintained on any lot or in any structure on any lot without the prior approval of the Development Review Committee, except that this provision shall in no way limit or restrict Declarant in its activities prior to the sale of all lots within the Development.

(17) There shall be no hunting or discharge of firearms on any lot.

(18) All structures constructed or placed on any lot shall be constructed of new material, rock and used brick excepted, and no used structures shall be relocated or placed on any such lot.

(19) No privy shall be erected, maintained, or used upon any part of the Development, but a temporary chemical privy may be permitted during the course of construction of a building. Any lavatory, toilet or water closet that shall be erected, maintained or used on the lot shall be enclosed and located within a building herein permitted to be erected and shall be properly connected with an approved sanitary sewer system or underground septic tank or cesspool and so constructed and operated that no offensive odors shall arise or otherwise escape therefrom.

(20) Natural surface drainage shall be maintained and no obstruction, diversion or confining of the

accordance with the Association Rules. Swine will not be allowed.

(9) No signs whatsoever shall be erected or maintained upon any lot, except:

(a) Such signs as may be required by legal proceedings,

(b) Such signs as Declarant may erect or maintain on a lot prior to sale and conveyance,

(c) Residential identification signs of a combined total face area of one-half (1/2) square foot or less for each residence,

(d) During the time of construction of any improvement, job identification signs having a maximum face area of six (6) square feet per sign and of the type usually employed by contractors and subcontractors,

(e) Not more than one "for sale" or "for rent" sign having a maximum face area of three (3) square feet, on each residential lot, and

(f) Any sign which does not comply with the above but has been allowed by written permission of the Development Review Committee, provided such signs comply with such permit.

(10) Except to the extent desired by Declarant to be used in connection with, and during, the development and sale of lots within the Development, no mobile home, truck camper, house trailer, or similar facility shall be placed upon any unimproved lot. No stripped down, wrecked or junk motor vehicle shall be kept, parked, stored or maintained on any lot. No commercial vehicle bearing commercial insignias or names (except pick-up trucks), shall be parked on any lot except within an enclosed structure or a screened area which prevents such view

thereof from adjoining lots, roads, and Common Areas, unless such vehicle is temporarily parked for the purpose of serving such lot. The parking and storage of mobile homes, truck campers, house trailers, boats and similar vehicles on lots shall be in accordance with Association Rules in effect from time to time. The parking of vehicles on the roads shall at all times be subject to and in accordance with the Association Rules.

(11) No accessory structures shall be constructed, placed or maintained upon any lot prior to the construction of the main structure, except by written permit of the Development Review Committee, but then only subject to the limitations of such permit, provided that this restriction shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of the main structure. This restriction shall not apply to any structure upon any lot to be used by Declarant or its designee as a sales office or in conjunction with the development or sale of lots by Declarant in the Development.

(12) All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring lots, roads, or Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with Association Rules.

(13) Outside clotheslines or other outside clothes drying or airing facilities shall be maintained in such a manner and in such location as not to be visible from neighboring lots, roads or Common Areas.

(14) No oil or natural-gas drilling, refining, quarrying or mining operations of any kind shall be main-

existing channels through which surface water naturally flows upon and across the lot in time of storm shall be made so as to cause damage to other properties.

(21) Residential dwellings shall contain usable living floor area of not less than two thousand two hundred fifty (2250) square feet, exclusive of open porches, patios and garages.

(22) All roofs shall be covered with either clay tile, cement shingles or asphalt shingles approved by the Development Review Committee. In no event shall any roof be constructed of or covered with any metallic substance or rock.

(23) Every tank for the storage of fuel installed outside any building in the Development shall be either buried below the surface of the ground or screened to the satisfaction of the Development Review Committee by fencing or shrubbery. 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.

(24) Basketball backstops, targets, water softeners, and other such equipment exposed to public view is prohibited.

(25) Air conditioning or ventilation equipment exposed to public view, shall require approval from the Development Review Committee.

(26) Outbuildings or garages erected and maintained upon any lot or building site shall conform generally in architectural design and exterior material to the residences to which they are appurtenant, and may be, but need not be, attached to said residence.

(27) No wall or fence shall be erected, altered or maintained along any exterior lot line of any lot which

borders a public street, unless such fence or wall is first approved in writing by the Development Review Committee. No wall or fence shall be painted unless the colors have been approved in writing by the Development Review Committee. The following is acceptable material for fencing: (a) Wood; (b) Wrought Iron (vertical bars); (c) Masonry or stucco; and (d) Wire fencing is acceptable in areas of difficult access or inside an area fenced by a previously acceptable material. All materials must be submitted to the Development Review Committee for approval. The following are unacceptable fencing materials: (a) Aluminum or sheet metal; (b) chicken wire or wire mesh; (c) plastic coated chain link; (d) plastic webbing, reeded or straw like materials; (e) corrugated or flat plastic or fiberglass sheets or panels; (f) rope or other fibrous strand elements; and (g) glass block.

(28) Patio structures, sunshades, arbors, trellises, and gazebos must conform to the original architectural character of the existing dwelling. Patio, sunshade, arbor, trellis and gazebo structures shall be of wood construction only with the exception of vertical supports which may be of stucco or masonry. Unacceptable construction materials for these structures are: (a) Metal or prefabricated structures of metal; (b) Corrugated plastic; (c) Corrugated fiberglass; and (d) Plastic webbing, split bamboo, reeded or straw-like materials.

(29) Any condition or material not defined herein shall become a matter of judgment on the part of the Development Review Committee.

(30) After receiving written notification of approval from the Development Review Committee, it is the Owner's responsibility:

(a) To obtain necessary building permits required by the County of Riverside and to submit a copy of same to the Association prior to beginning construction;

(b) To return to the Development Review Committee for review of all changes in plans required by the County of Riverside;

(c) To see that the work progresses in an orderly fashion with minimum disruption or inconvenience to the neighborhood;

(d) To see that work performed is in strict compliance with the approved plans, specifications, and drawings; and

(e) To restore any damaged Common Area and property (e.g. streets, driveways, turf, sprinklers, etc.) to their former condition.

b. Lots: Construction and Alteration of Improvements: Change in Topography; Approval of Plans. The right of an Owner of a lot to construct, reconstruct, refinish, alter or maintain any improvement of his lot, or to install any utility line (wire or conduit) thereon, or to make any excavation, or to drill any water well, or to cut or remove any trees from his lot, or do any act which would affect the drainage thereof, shall be subject to all of the following:

(1) Any act mentioned in the previous Paragraph a. is absolutely prohibited unless and until the Owner of such lot first obtains the approval thereof from the Development Review Committee, and otherwise complies with all of the provisions of this Paragraph b. The Association may remove any improvements constructed, reconstructed, refinished, altered or maintained in violation hereof and the Owner shall reimburse the Association for all expenses incurred in connection herewith.

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(2) Any Owner proposing to do any of the things mentioned above, shall apply to the Development Review Committee for approval as follows:

(a) The Owner shall submit to the Development Review Committee for approval such plans and specifications for the proposed work as the Development Review Committee shall request, including the following:

(aa) A plot plan of the lot showing (i) buildable space, (ii) contour lines, (iii) the location of all existing and/or proposed improvements, (iv) the proposed drainage plan, (v) the location of all trees and vegetation which the Owner proposes to remove, and (vi) the location of all proposed utility installations, and (vii) the design and location of the septic tank and sewage facilities to serve said lot with a certification of a registered civil engineer or other consultant approved by the Riverside County Health Department.

(bb) Floor plans;

(cc) Drawings showing all elevations of structures;

(dd) Description of exterior materials and color, with samples;

(ee) Working drawings and construction specifications of all structures;

(ff) Description of provisions for replanting trees and vegetation and for stabilizing slopes during and after construction; and

(gg) The Owner's proposed construction schedule.

(b) The Development Review Committee may require that any such submission shall be accompanied by a reasonable inspection fee in an amount not to exceed One Hundred Dollars (\$100.00).

(c) The Development Review Committee shall approve the plans, drawings and specifications of any structure submitted to it only if each of the following conditions has been satisfied:

(aa) The Development Review Committee finds that the plans and specifications of the proposed structure on the property conforms to these Covenants and Restrictions;

(bb) The Development Review Committee finds that the proposed structure is not aesthetically incompatible with the physical site, the adjoining properties, or the environment of the Development; and

(cc) The Development Review Committee is satisfied that the proposed septic tank or sewage facility will adequately serve said property without creating a health hazard or nuisance to those occupying or using surrounding properties;

(d) Any application which has been neither approved nor rejected within forty-five (45) days from the date of complete submission thereof to the Development Review Committee shall be deemed approved.

(3) Upon receipt of the approval from the Development Review Committee, the Owner shall, as soon as practicable, proceed with the commencement and completion

of the work contemplated by the application, pursuant to the approved plans and specifications. If the Owner shall fail to commence the work within one (1) year from the date of approval, the approval shall be deemed revoked unless upon (a) the written request of the Owner made to the Development Review Committee prior to the expiration of said one (1) year period, and (b) a finding by the Development Review Committee that there has been no change in circumstances, the time for such commencement is extended in writing by the Development Review Committee. In any event, the Owner shall complete the construction of the foundation and all exterior surfaces (including the structure on his lot) within six (6) months after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies or other causes beyond the control of the Owner. If the Owner fails to comply with this Paragraph, the Development Review Committee shall notify the Association of such failure, and the Association, at its option, shall either complete the exterior of any structure in accordance with the approved plans or remove the structure, and the Owner shall reimburse the Association for all expenses incurred in connection therewith.

(4) Upon the completion of any work for which approval of the Development Review Committee is required under this section, the Owner shall give notice thereof to the Development Review Committee, and within sixty (60) days thereafter, the Development Review Committee, or its duly authorized representative, may inspect such work to determine whether it was done in substantial compliance with approved application. If the Development Review

Committee finds that such work was not done in substantial compliance with approved application, it shall notify the Owner of such non-compliance within such sixty (60) day period and shall require the Owner to remedy such non-compliance. If, upon the expiration of sixty (60) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Development Review Committee shall notify the Association of such failure, and the Association, at its option, shall have the right to remedy the non-compliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith. If for any reason the Development Review Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said notice of completion thereof from the Owner, the work shall be deemed to be in accordance with said approved application.

c. General Restrictions Applicable to Construction and Alteration of Improvements on Residential Lots. The following general restrictions are applicable to every lot:

(1) No more than one residence shall be constructed on any lot, except that a guest house or servants' quarters meeting all requirements of the applicable laws of the County of Riverside in effect from time to time may be constructed on a residential lot upon obtaining approval of the Development Review Committee.

(2) Every dwelling (except a guest house or servants' quarters) constructed on a lot shall contain a minimum of Two Thousand Two Hundred Fifty (2250) square feet of fully enclosed floor area to be devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks, garages, carports and other outbuildings). Said square footage limitation is not

applicable to any guest house or servants quarters constructed on a lot.

(3) All improvements shall be constructed in accordance with applicable building line and setback provisions of applicable zoning ordinances, including, but not limited to, a minimum setback of fifty (50) feet.

(4) No structures or improvement on any lot shall be constructed having a height of more than one (1) story; provided, however, that the height of a structure or improvement may exceed one story if permissible by law and if the Development Review Committee determines that the proposed height is compatible with the physical site involved and adjoining properties.

(5) Each lot shall have off the road parking facilities for at least two (2) automobiles.

(6) All above-ground trash, rubbish and garbage receptacles, exterior incinerators, clotheslines and other outside drying or airing facilities, storage areas, and maintenance equipment shall be maintained in such a manner and in such location as not to be visible from neighboring lots, roads or Common Areas.

(7) On all lots, all fuel tanks or similar storage facilities shall either be constructed as an integral part of the main structure or shall be installed or constructed underground.

(8) No reflective finishes (other than glass) shall be used on exterior surfaces (other than surfaces of hardwood fixtures).

(9) There shall be no exterior lighting of any sort either installed or maintained on a lot, the light source of which is visible from neighboring property.

(10) No exterior antenna of any sort shall be installed or maintained on any lot except of a height,

size, and type approved by the Development Review Committee.

(11) No outside toilet shall be constructed on any residential lot. All plumbing fixtures, dishwashers, toilets, or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the Owner.

(12) No septic tank system or other sewer facility designated to serve a residential lot shall be constructed on any residential lot unless it has been designed by a Civil Engineer and certified by such engineer or other consultant approved by the Riverside County Health Department as being adequate to serve said lot, and unless it has been approved by the Health Department of the County of Riverside and unless its design and location have been approved of by the Development Review Committee.

(13) No structure shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

(14) All structures constructed on any residential lot shall be constructed with a substantial quantity of new materials and no used structure shall be relocated or placed on any such lot.

(15) No Owner of any residential lot, except Declarant, shall build or permit the building to be used as a model or exhibit unless a permit to do so has been granted by the Development Review Committee and then only subject to the limitations of such permit.

4. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise any remedy at law or in equity for the strict compliance with the foregoing Paragraph 3 pertaining to land use restrictions on lot areas:

- a. Declarant for a period of ten (10) years from the date of first recordation of these Covenants and Restrictions;
- b. Any Owner of a lot within the Development; and
- c. The Association.

In the event that any person or entity brings an action for the enforcement of these Restrictions, such person or entity shall be entitled to reasonable attorney fees if he or it prevails in such action.

5. Development Review Committee.

a. Organization. There shall be a Development Review Committee, organized as follows:

(1) The Committee shall consist of three (3) members. The following persons are hereby designated as the initial members of the Committee:

John Virtue

William French Smith, III

Robert J. Browne

Each of said persons shall hold his office until such time as he has resigned, has been removed, or his successor has been appointed.

(2) Except as provided for in subparagraph (3) below, the right to appoint and remove all members of the Committee shall be, and hereby are, reserved to and vested solely in Declarant.

(3) The right to appoint and remove members of the Committee shall be vested in the Board of Directors of the Association from and after the expiration of the eighteenth (18th) month following the date Declarant owns not more than ten percent (10%) of the lots then within the Development. Upon the right to appoint and remove members of the Committee being vested in the Board of Directors of the Association, the appointment and removal of members of the Committee shall be made by the Board of Directors in accordance with the Bylaws of the Association.

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b. Committee Duties. It shall be the duty of the Committee to consider and act upon such proposals or plans from time to time submitted to it pursuant to these Covenants and Restrictions and to adopt Committee rules, and to perform such other duties from time to time delegated to it by these Covenants and Restrictions and by the Association.

c. Committee; Meetings; Action; Compensation; Expenses. The Committee shall meet from time to time as necessary to perform its duties. The vote or written consent of any two (2) members shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required by these Covenants and Restrictions. The Committee shall keep and maintain a record of all action taken by it at such meetings or otherwise. Unless authorized by the Association, the members of the Committee shall not receive any compensation, but all members shall be entitled to reimbursement from the Association for reasonable expenses incurred in the performance of any Committee function. In any event, the Committee shall not be entitled to compensation or reimbursement from the Association so long as said Committee is appointed by Declarant under Subparagraph 5a.(2) above.

d. Committee Rules. The Committee shall by unanimous vote have the exclusive power to adopt, amend and repeal, rules and regulations, to be known as "Development Review Committee Rules" (hereinafter "Committee Rules"), which interpret or implement the provisions of these Covenants and Restrictions insofar as they relate to matters within the jurisdiction of the Committee. A copy of the Committee Rules, as they may from time to time be amended, shall be maintained with the records of the Association and shall be available for inspection by any Owner.

e. Non-waiver. The approval by the Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Committee under these Covenants and Restrictions,

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shall not be deemed to constitute a waiver of any rights to withhold approval as to any similar plan, drawing, specification or matter.

f. Variances. The Committee shall have the power to allow reasonable variances to the provisions of paragraph 3 of these Covenants and Restrictions in order to overcome practical difficulties and prevent unnecessary hardships, provided the following conditions are met:

(1) A public hearing on the application for such variance is held by the Committee after giving ten (10) days prior written notice (i) to Owners of lots in the Development within a radius of one-half (1/2) mile of the subject lot; and (ii) to the Association; and

(2) The Committee finds that the variance will not be materially detrimental to other lots and/or Common Areas in the Development.

g. Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Committee by any Owner and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the Committee shall record an estoppel certificate executed by any two (2) of its members, certifying with respect to any lot of said Owner that as of the date thereof either (a) all improvements and other work made or done upon or within said lot by the Owner, or otherwise, comply with the Covenants and Restrictions, or (b) such improvements and/or work do not so comply, in which event the certificate shall also (1) identify the non-complying improvements and/or work, and (2) set forth the cause or causes for such non-compliance. Any purchaser from the Owner or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matter therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and any purchaser, mortgagee or other encumbrancer.

h. Liability. Neither the Committee, nor any member thereof, shall be liable to the Association, or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any property within the Development, or (d) the execution and filing of an estoppel certificate, whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith.

6. The Association.

a. Organization.

(1) The Association is an unincorporated association charged with the duties and empowered with the rights set forth herein and in its Bylaws. Its affairs shall be governed by its Bylaws and by these Covenants and Restrictions.

(2) In the event that the Board of Directors determines it advisable, a non-profit mutual benefit membership corporation will be formed and will succeed to all the rights, duties, privileges and obligations of the Association.

b. Membership

(1) Each Owner shall be a member of the Association.

(2) If more than one (1) person owns a lot, all of said persons shall be deemed to constitute one (1) membership.

(3) The rights, duties, privileges and obligations of a member shall be exercised and imposed in accordance with these Covenants and Restrictions and the Bylaws.

c. Voting Rights. Each member of the Association shall be entitled to one (1) vote for each lot owned by such member. Every member entitled to vote at any election of the Board may cumulate his votes and give any candidate a number of votes equal to the number of votes which the member has, multiplied by the number of directors to be elected. The right to vote may not be severed from any such lot and any sale, transfer or conveyance of any such lot to a new Owner shall operate to transfer the appurtenant vote.

d. Duties of the Association. The Association shall have the duties, subject to these Covenants and Restrictions, to perform every obligation and duty described in its Bylaws, including the following:

(1) The Association shall accept as members all Owners of lots.

(2) The Association shall, at the expense of the Owner, provide for the maintenance of any lot, which is not maintained by the Owner in accordance with the requirements of these Covenants and Restrictions.

(3) The Association shall pay all taxes and assessments levied upon any Association property including any possessory interest tax.

(4) The Association shall obtain and maintain in force the following policies of insurances:

(a) Bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence insuring against any and all liability with respect to its operations; and

(b) Property damage liability insurance with a deductible of not more than One Thousand Five Hundred Dollars (\$1,500.00) and a limit of not less

than Five Hundred Thousand Dollars (\$500,000.00) per accident.

The above policies of liability insurance shall name as insureds the Declarant, the Association, the Board, the Development Review Committee, and the Owners of all lots in the Development, and their agents, representatives, members and employees. Each policy of insurance obtained by the Association shall expressly waive any and all rights of subrogation against Declarant, its agents, representatives and employees, and any Owner.

(5) The Association shall from time to time make, establish, promulgate, amend and repeal Association Rules. .

(6) The Association shall exercise its rights to appoint and remove members of the Development Review Committee and to insure that at all reasonable times there is available a duly constituted and appointed Development Review Committee.

(7) The Association shall levy assessments upon all members of the Association in the Development as prescribed by Paragraph 7 below and take such action as is required under Paragraph 8 below for the collection thereof.

(8) The Association shall take such actions, whether or not expressly authorized by these Covenants and Restrictions, as may reasonably be necessary to enforce these Covenants and Restrictions, the Association Rules and the Development Review Committee Rules.

(9) The Association shall, subject to Paragraph 9b hereof, maintain the Roads shown on said Tract Map 13403 as well as any other Roads shown on any Tract Maps hereafter filed which are offered for dedication to the County of Riverside or other applicable government agency until accepted.

(10) The Association shall, if it deems it necessary, employ a guard or private patrol for the security of the Development.

e. Powers and Authority of the Association. The Association shall have all of the powers set forth in Paragraph 6d herein, including the power to levy and collect assessments from all Owners under Paragraphs 7 and 8 following, to do all lawful things which may be required to be done by the Association under these Covenants and Restrictions and to do all acts which may be necessary for or incidental to the exercise of any express power of the Association or for the peace, health, comfort, safety and/or general welfare of the Owners and members of the Association. Without in any way limiting the generality of the foregoing, the Association shall have the power at any time, without liability to any Owner, to enter upon any lot for the purpose of enforcing these Covenants and Restrictions, or for the purpose of maintaining any such lot, and any improvements thereon, if for any reason whatsoever the Owner thereof fails to maintain such lot as required under the Covenants and Restrictions, and for the purpose of removing therefrom any improvement constructed on any lot contrary to the provisions of these Covenants and Restrictions. The Association shall have the power to commence and maintain actions to restrain and enjoin any breach or threatened breach of these Covenants and Restrictions.

f. Liability of Members of Board. No member of the Board shall be personally liable for any error or omission of the Association, its representatives and employees, the Development Review Committee, or the manager provided the action or inaction of the member has been in good faith.

7. Funds and Assessments of Association.

a. Operating Fund. The Association shall have an operating fund, into which the Association shall deposit all monies paid to it as general assessments and special assessments

hereunder, miscellaneous fees, and other income to the Association. The Association shall make all disbursements in performing the functions of the Association from this fund.

b. General Assessment.

(1) Within thirty (30) days prior to the commencement of each fiscal year, the Board of Directors of the Association shall estimate the costs and expenses to be incurred by the Association during such fiscal year in performing its functions (including a reasonable provision for contingencies and replacements) and shall subtract from such estimate:

(a) An amount equal to the anticipated balance (exclusive of any reserves for contingencies and replacements) in the operating fund at the start of such fiscal year; and

(b) The estimated receipts for all user charges, miscellaneous fees and other income to be collected by the Association during the next fiscal year.

(2) The net estimate of the amount required by the Association as determined pursuant to Subparagraph 7b.(1) above shall be assessed to the Owners' lots, subject to these Covenants and Restrictions, as a General Assessment in the following manner:

(a) Each Owner shall be assessed an amount determined by multiplying the said net estimate by a fraction, the numerator of which is the number of acres owned by such Owner in the Development, and the denominator is the number of acres in the Development, other than the private streets.

(b) Assessments shall be levied as of the first day of each fiscal year.

(c) If at any time during any fiscal year, the General Assessment proves to be inadequate, the Association may levy a further General Assessment against said Owners in the amount of such actual or estimated inadequacy, which shall be assessed to the Owners in the manner set forth above.

(d) The General Assessment shall be due and payable on or before the first day of July of each year unless the Association shall designate a different due date.

c. Special Assessment. The Association shall levy a Special Assessment against any Owner described in Subparagraph 7.b.(2) above as a direct result of whose failure to comply with these Covenants and Restrictions, the Association Rules, or the Development Review Committee, the Association expended monies from the operating fund in the enforcement of same. Such Special Assessment shall be in the amount so expended and shall be due and payable to the Association when levied.

8. Default in Payment of Assessments.

a. Each assessment under Paragraph 7 shall be a personal obligation of the Owner against whom it is assessed. If the Owner does not pay such assessment when due, the Owner shall be deemed to be in default and the amount of the assessment not paid, plus interest at nine percent (9%) per annum on the unpaid balance, and costs including reasonable attorneys' fees incurred in collection, shall become due and payable to the Association. The Association shall be required to give each such Owner notice of the default and the approximate amount thereof at that time. The Association shall give such notice of default within sixty (60) days following the due date of such assessment unless said assessment is paid within said sixty (60) day period, and shall commence proceedings to enforce payment thereof as soon thereafter as possible. The foregoing remedy shall be in addition to all

other remedies provided by law for the enforcement of such assessment obligation.

b. The Association shall execute and acknowledge a certificate stating the indebtedness upon any lot and such certificate shall be conclusive upon the Association and the Owners, and in favor of all persons who rely thereon in good faith, as the amount of such indebtedness, if any, on the date of the certificate. The Association shall furnish a copy of such certificate to any Owner upon request, at a reasonable fee.

9. Reservation and Grant of Easements.

a. Easements and rights of way are hereby specifically reserved to Declarant, and each Owner, and his respective heirs, executors, administrators and assigns for the erection, construction and maintenance of:

(1) Private roads shown on said Tract;

(2) Pipes, drains, poles, wires and conduits for water, gas, electricity, storm and drainage ditches or sewers, television lines and other public or quasi-public utility services or functions; provided, however, that no such installation shall be located more than six (6) feet from the nearest boundary line of any lot.

b. It is the intention of Declarant that any easement hereby created for streets or roadways shall terminate and said easement shall be conveyed to Riverside County at such time as such streets or roadways are improved to County standards and accepted by said County for dedication and maintenance.

c. Each grantee of a parcel in said Tract agrees for himself, his heirs, assigns or successors in interest to the granting of easements for the use and benefit of the several authorized public and/or other utilities including but not limited to cable television, sanitary sewers, water, gas, telephone, electric and drainage and equestrian purposes, ten (10) feet wide on each side of common lot lines and fifteen (15) feet wide along

perimeter lot lines of said Tract Map except, in all cases where lot lines are coincident with road easement centerlines, the reservation shall be equal to one-half (1/2) of the width of the total road easement plus twenty (20) feet.

10. Assignment of Powers. Any and all of the rights and powers vested in Declarant pursuant to these Covenants and Restrictions may be delegated and assigned to the Association, and the Association shall accept the same, effective upon the recording by the Declarant of a notice of such delegation and assignment.

11. Notices; Documents; Delivery. Any notice or any other document permitted or required by these Covenants and Restrictions to be delivered 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 as follows: If to the Association or to the Development Review Committee, at Virtue & Scheck, 17 Corporate Plaza Drive, Box 2950, Newport Beach; with copies to Santa Rosa Oaks, 455 Santa Rita Avenue, Palo Alto, CA 94301; and William French Smith, 515 South Flower Street, Suite 4753, Los Angeles, 90071; if to an Owner, at the address from time to time given by such Owner to the Association for the purpose of service of such notice, or, if no such address has been so given, then at any lot within the Development owned by the Owner; if to Declarant, at Security Title Insurance Co., 13640 Roscoe Boulevard, Panorama City, California 91402, Attention: Gerald Goldfisher; provided, however, that any such address may be changed from time to time by any Owner, or by Declarant, by notice in writing, delivered to the Association, or by the Association, by notice in writing delivered to all Owners.

12. Enforcement and Waiver.

a. All of the herein provisions, limitations, restrictions, covenants, easements and reservations shall run with

the land and be binding on all parties and all parties claiming under them until January 1, 1990, after which time said provisions, limitations, restrictions, covenants, easements, and reservations shall be automatically extended for successive periods of fifteen (15) years, unless an instrument signed by a majority of the then Owners of the lots has been recorded agreeing to change said provisions, limitations, restrictions, covenants, easements, and reservations in whole or in part.

b. Declarant shall have the right to enforce any of these Covenants and Restrictions with respect to Owners of any property within the Development; and any Owner of property subject to the Covenants and Restrictions shall have the right to enforce these Covenants and Restrictions.

c. Every act or omission whereby these Covenants and Restrictions are violated is hereby declared to be a nuisance and may be enjoined or abated, provided, however, that any provision to the contrary notwithstanding, only the Association and Declarant may enforce by self-help any provision of these Covenants and Restrictions.

d. Each remedy provided for in these Covenants and Restrictions is cumulative and not exclusive.

e. The failure to enforce any provision of these Covenants and Restrictions shall not constitute a waiver of any right to enforce such provision thereafter or any other provision.

13. Severability; Singular and Plural; Titles.

a. The limitations, restrictions, covenants and conditions of these Covenants and Restrictions shall be deemed independent and severable, and the invalidity of any provision shall not affect the validity or enforceability of any other provision.

b. The singular shall include the plural and the plural the singular unless the context requires the contrary, and

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the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

c. All titles used in these Covenants and Restrictions, are intended solely for convenience and the same shall not affect that which is set forth in each of these Covenants and Restrictions.

14. Miscellaneous.

a. No breach of any provision herein contained, nor the enforcement hereof, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of the provisions herein contained shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise.

b. No amendment to this Declaration which affects in any way the right of the beneficiary of any such deed of trust, or mortgagee shall be effective unless said parties either join in the execution of such amendment or approve the same in writing.

c. Each remedy provided for in this Declaration shall be cumulative and not exclusive. This Declaration may be enforced by any Owner, including Declarant, and any legal action taken to enforce the provisions hereof may include an action for damages against any defaulting Owner or occupant, or to enjoin any violation of the provisions hereof, or the prosecution of any appropriate legal or equitable action. Any judgment rendered in any such action or proceeding shall include attorney's fees, in such amount as the Court may adjudge reasonable, in favor of the prevailing party.

d. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Development Review Committee, and the Owners of any parcels in the property subject to this Declaration, and their personal representatives, heirs, successors and assigns.

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15. Amendment. Subject to Paragraph 14(b) hereof, provided Declarant has conveyed title to all of the lots in said Tract to bona fide pruchasers, the then record Owners of not less than seventy-five percent (75%) of the lots in said Tract may at any time amend or annul any or all of the provisions contained in this Declaration, and any supplement or amendment thereto, by instrument in writing, signed and acknowledged by said Owners, and recorded in the Office of the County Recorder of Riverside County, California.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

SECURITY TITLE INSURANCE COMPANY

as Trustee

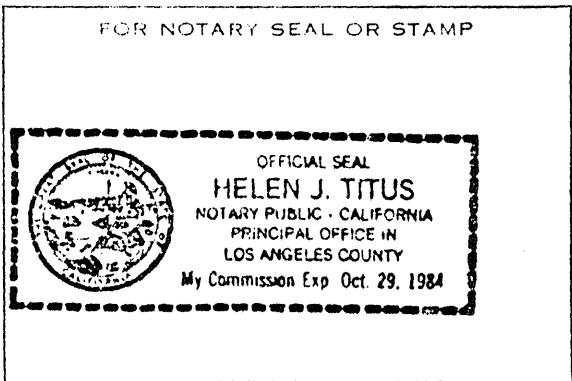
BY Gerald Goldfisher
Title: Vice President

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

On April 6, 1982 before me,
the undersigned, a Notary Public in and for said County and State
personally appeared Gerald Goldfisher
known to me to be the Vice President, and



~~known to me to be~~
~~Secretary~~ of the corporation that executed the
within Instrument, known to me to be the persons who executed the
within Instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within
instrument pursuant to its bylaws or a resolution of its board of
directors.



Signature: Helen J. Titus

Staple

59532

Staple

B3

Continental Land Title Co.

Recording requested by and when recorded return to:

Leven & Benezra
10850 Wilshire Boulevard, Suite 600
Los Angeles, California 90024
Attn: Gary E. Leven, Esq.

204632

RECEIVED FOR RECORD
AT 8:20 O'CLOCK A.M.
At Request of
CONTINENTAL LAND TITLE CO
JUN 21 1989
Filed in Office: Records
of Riverside County, California
William E. Stoney
Recorder
Page 2

5151

DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS

THIS DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS (the "Declaration") is made this 21 day of June, 1989, by MEADOW OAKS DEVELOPMENT COMPANY, a California general partnership ("Declarant").

RECITALS:

A. Declarant is the owner of that certain real property located in the County of Riverside, State of California, as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Lots", or each lot individually as the "Lot").

B. Declarant desires to create, establish, reserve and grant non-exclusive easements appurtenant to the Lots for the purpose of vehicular and pedestrian ingress, egress and access on, over and across certain portions of the Lots, more particularly described in Exhibit "B", attached hereto and incorporated herein by this reference ("Driveway Easement Areas").

C. Declarant desires to define the proper means of maintenance and repair of the Driveway Easement Areas and the respective rights, obligations and liabilities by and among the owners and users of the Driveway Easement Areas.

NOW, THEREFORE, in furtherance of the foregoing, Declarant does hereby declare and covenant as follows:

1. Reservation and Grant of Driveway Easement Areas. Declarant hereby expressly creates, establishes, reserves and grants to itself, its grantees, successors and assigns, a non-exclusive easement appurtenant to each Lot for purposes of vehicular and pedestrian ingress, egress and access on, over and across the Driveway Easement Area located on each and every other Lot.

2. Maintenance of the Driveway Easement Areas. The owner or owners of the Lots shall maintain the Driveway Easement Areas in a neat, clean, safe and attractive condition at all times. The owner or owners of each Lot shall be responsible for one-third (1/3) of all such repair and maintenance costs.

3. Indemnification. The owner of each Lot agrees to defend, indemnify, and save harmless, the owner of each and every other Lot from and against any and all liability, loss, damage, costs, claims and expenses, including litigation expenses, resulting from injury to or death of any person, or from damage, loss or destruction of property arising out of, or in any way connected with, its use of the Driveway Easement Area located on each and every other Lot, including but not limited to, use by its successors, assigns, guests, agents, employees, invitees, licensees, contractors or subcontractors.

4. Insurance. During the existence of the easement reserved and granted hereunder, the owner of each Lot shall, at its sole cost and expense, maintain or cause to be maintained, in

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full force and effect, public liability and property damage insurance with respect to the Driveway Easement Area located on such Lot. The policy or policies to be taken out by the owner of each Lot shall provide minimum limits with respect to public liability of One Million Dollars (\$1,000,000.00) for any one person and for any one occurrence; and with respect to property damage, One Million Dollars (\$1,000,000.00). The owner of each Lot shall be added as a named insured under said policy or policies of the owner of each and every other Lot. The owner of each Lot shall provide the owner of each and every other Lot with copies of all such insurance policies (or certificates thereof).

5. General Provisions.

(a) Enforcement. The owner of any of the Lots shall have the right to enforce, by proceedings at law or in equity, all of the terms and provisions of this Declaration, including, without limitation, the right to institute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said terms and/or provisions, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

(b) Attorneys' Fees. In the event that a legal action is filed by the owner of any of the Lots to enforce the terms or provisions hereof, to declare rights hereunder or to resolve any controversy, claim or dispute regarding the terms and provisions of this Declaration, the prevailing party shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees, as may be fixed by a court of competent jurisdiction.

(c) Construction. The terms and provisions of this Declaration shall be liberally construed to effectuate Declarant's express intent to create a reciprocal and cooperative plan for vehicular and pedestrian ingress, egress and access, on, over and across the Driveway Easement Areas. The section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

(d) Waiver. The failure of any owner of any of the Lots to enforce any term or provision of this Declaration shall not constitute a waiver of the right to enforce the same term or provision, or any other term or provision, thereafter. No waiver of any provision of this Declaration shall be deemed or shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided.

(e) Severability. If any clause, sentence or other portion of this Declaration shall be held by any court of competent jurisdiction to be unenforceable for any reason, the remaining portions thereof shall remain in full force and affect.

(f) Mortgagee Protection. A violation of the terms and provisions set forth herein shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on all or any portion of any of the Lots. Each subsequent owner of all or any portion of each Lot shall be bound by the terms and provisions set forth herein, without regard to whether such owner's title was acquired by foreclosure, a trustee's sale or otherwise.

(g) Time. Time is of the essence with respect to the matters set forth herein.

EXHIBIT "A"

"Lots"

Lot 13 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 14 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 15 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

"Driveway Easement Areas"

A 30.00 foot easement for ingress and egress, the centerline of which is described as follows:

Commencing at the Northeastly corner of Lot 14 of Tract 12402 and shown by Map on file in Book 123, Pages 18 - 26, Records of Riverside County, State of California;

THENCE, South $17^{\circ} 01' 50''$ East, along the Easterly line of said Lot 14, a distance of 30.00 feet to the TRUE POINT OF BEGINNING;

THENCE, continuing South $17^{\circ} 01' 50''$ East, along said Easterly line, a distance of 577.00 feet;

The sidelines of said easement to be prolonged or shortened as necessary to provide a full and continuous 30.00 feet.

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EASEMENT I TRACT 13403

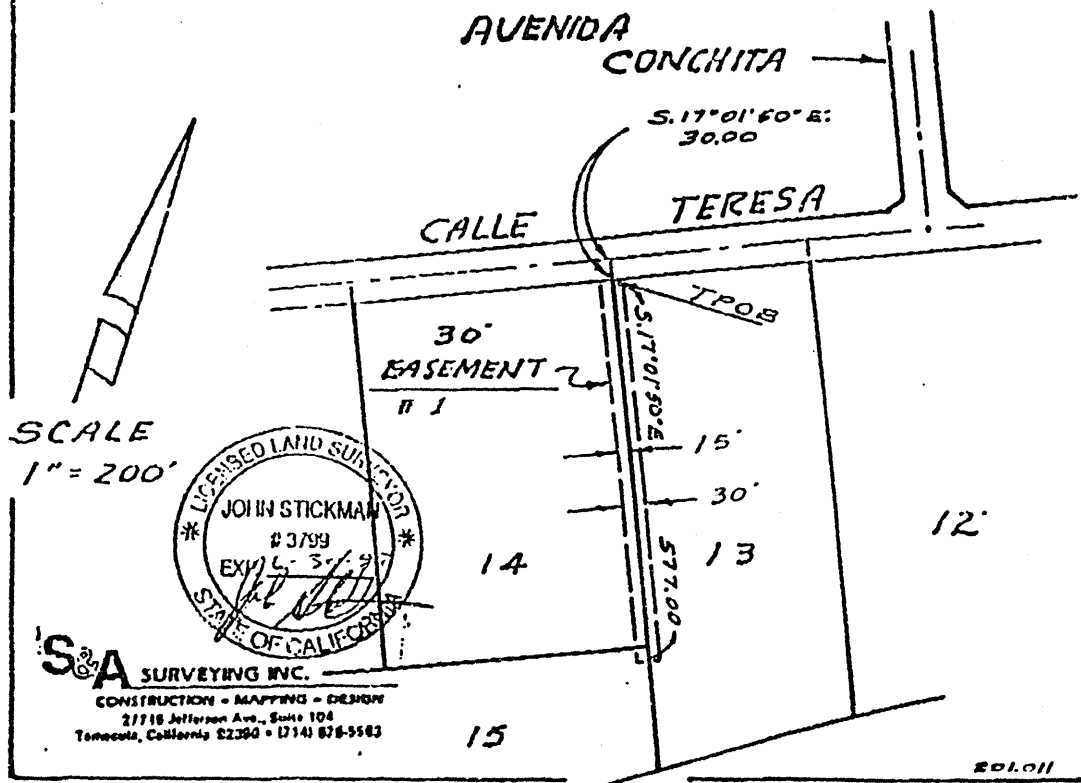


EXHIBIT "B"

Continental Land Title Co.

Recording requested by and when recorded return to:

Leven & Benezra
10850 Wilshire Boulevard, Suite 600
Los Angeles, California 90024
Attn: Gary E. Leven, Esq.

204633

RECEIVED FOR RECORD
AT 2:28 O'CLOCK A.M.

At Request of
CONTINENTAL LAND TITLE CO

JUN 21 1989

Recorded in Office of Recorder of Riverside County, California
William E. Stoney
RECORDER

5/15

DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS

THIS DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS (the "Declaration") is made this 5th day of June, 1989, by MEADOW OAKS DEVELOPMENT COMPANY, a California general partnership ("Declarant").

RECITALS:

A. Declarant is the owner of that certain real property located in the County of Riverside, State of California, as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Lots", or each lot individually as the "Lot").

B. Declarant desires to create, establish, reserve and grant non-exclusive easements appurtenant to the Lots for the purpose of vehicular and pedestrian ingress, egress and access on, over and across certain portions of the Lots, more particularly described in Exhibit "B", attached hereto and incorporated herein by this reference ("Driveway Easement Areas").

C. Declarant desires to define the proper means of maintenance and repair of the Driveway Easement Areas and the respective rights, obligations and liabilities by and among the owners and users of the Driveway Easement Areas.

NOW, THEREFORE, in furtherance of the foregoing, Declarant does hereby declare and covenant as follows:

1. Reservation and Grant of Driveway Easement Areas. Declarant hereby expressly creates, establishes, reserves and grants to itself, its grantees, successors and assigns, a non-exclusive easement appurtenant to each Lot for purposes of vehicular and pedestrian ingress, egress and access on, over and across the Driveway Easement Area located on each and every other Lot.

2. Maintenance of the Driveway Easement Areas. The owner or owners of the Lots shall maintain the Driveway Easement Areas in a neat, clean, safe and attractive condition at all times. The owner or owners of each Lot shall be responsible for twenty percent (20%) of all such repair and maintenance costs.

3. Indemnification. The owner of each Lot agrees to defend, indemnify, and save harmless, the owner of each and every other Lot from and against any and all liability, loss, damage, costs, claims and expenses, including litigation expenses, resulting from injury to or death of any person, or from damage, loss or destruction of property arising out of, or in any way connected with, its use of the Driveway Easement Areas located on each and every other Lot, including but not limited to, use by its successors, assigns, guests, agents, employees, invitees, licensees, contractors or subcontractors.

4. Insurance. During the existence of the easement reserved and granted hereunder, the owner of each Lot shall, at its sole cost and expense, maintain or cause to be maintained, in

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full force and effect, public liability and property damage insurance with respect to the Driveway Easement Area located on such Lot. The policy or policies to be taken out by the owner of each Lot shall provide minimum limits with respect to public liability of One Million Dollars (\$1,000,000.00) for any one person and for any one occurrence; and with respect to property damage, One Million Dollars (\$1,000,000.00). The owner of each Lot shall be added as a named insured under said policy or policies of the owner of each and every other Lot. The owner of each Lot shall provide the owner of each and every other Lot with copies of all such insurance policies (or certificates thereof).

5. General Provisions.

(a) Enforcement. The owner of any of the Lots shall have the right to enforce, by proceedings at law or in equity, all of the terms and provisions of this Declaration, including, without limitation, the right to institute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said terms and/or provisions, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

(b) Attorneys' Fees. In the event that a legal action is filed by the owner of any of the Lots to enforce the terms or provisions hereof, to declare rights hereunder or to resolve any controversy, claim or dispute regarding the terms and provisions of this Declaration, the prevailing party shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees, as may be fixed by a court of competent jurisdiction.

(c) Construction. The terms and provisions of this Declaration shall be liberally construed to effectuate Declarant's express intent to create a reciprocal and cooperative plan for vehicular and pedestrian ingress, egress and access, on, over and across the Driveway Easement Areas. The section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

(d) Waiver. The failure of any owner of any of the Lots to enforce any term or provision of this Declaration shall not constitute a waiver of the right to enforce the same term or provision, or any other term or provision, thereafter. No waiver of any provision of this Declaration shall be deemed or shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided.

(e) Severability. If any clause, sentence or other portion of this Declaration shall be held by any court of competent jurisdiction to be unenforceable for any reason, the remaining portions thereof shall remain in full force and effect.

(f) Mortgagee Protection. A violation of the terms and provisions set forth herein shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on all or any portion of any of the Lots. Each subsequent owner of all or any portion of each Lot shall be bound by the terms and provisions set forth herein, without regard to whether such owner's title was acquired by foreclosure, a trustee's sale or otherwise.

(g) Time. Time is of the essence with respect to the matters set forth herein.

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EXHIBIT "A"

"Lots"

Lot 8 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 9 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 51 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 52 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 53 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

EXHIBIT "B"

"Driveway Easement Areas"

A 30.00 foot easement for ingress and egress, the centerline of which is described as follows:

Commencing at the radius point on the most Easterly end of Calle Teresa in Tract 13403 as shown by Map on file in Book 123, Pages 18 - 26, Records of Riverside County, California, said point also being the Northwestern corner of Lot 9 of said Tract 13403;

THENCE, South $86^{\circ} 57' 37''$ East, along the Northerly line of said Lot 9, a distance of 50.00 feet to the right of way line and TRUE POINT OF BEGINNING;

THENCE, continuing South $86^{\circ} 57' 37''$ East, along the Northerly line of said Lot 9, a distance of 449.73 feet to the Northeasterly corner of said Lot, said point also being Point "A";

THENCE, South $12^{\circ} 49' 28''$ East, along the Easterly line of said Lot 9, a distance of 223.00 feet;

Beginning at herein above described Point "A"; thence, North $12^{\circ} 49' 28''$ West, along the Westerly line of Lot 52, a distance of 127.00 feet;

The sidelines of said easement to be prolonged or shortened as necessary to provide a full continuous 30.00 feet.

EASEMENT 2
TRACT 13403

204633

S&A SURVEYING INC.
CONSTRUCTION - MAPPING - DESIGN
27715 Jefferson Ave., Suite 104
Tremecula, California 97390 • (714) 876-5883



SCALE 1" = 200'

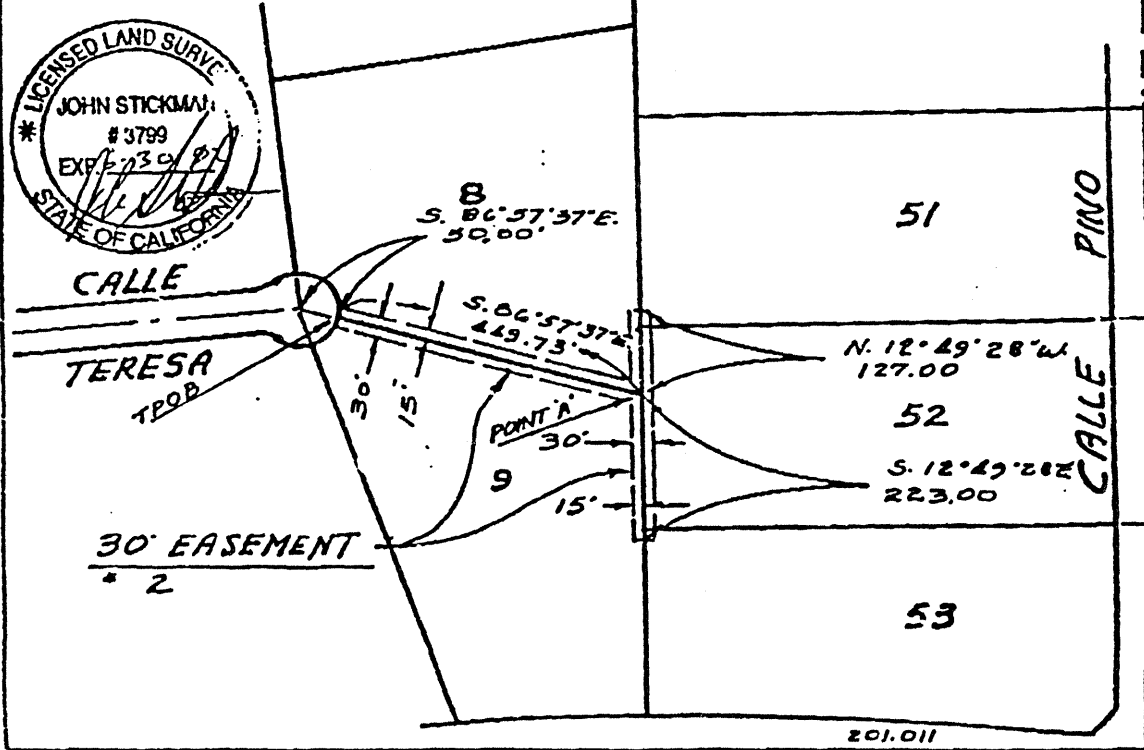


EXHIBIT "B"

89

Continental Land Title Co.

Recording requested by and
when recorded return to:

Leven & Benezra
10850 Wilshire Boulevard, Suite 600
Los Angeles, California 90024
Attn: Gary E. Leven, Esq.

204634

RECEIVED FOR RECORD
AT 2:28 O'CLOCK A.M.

At Request of
CONTINENTAL LAND TITLE CO.

JUN 21 1989

Recorded in Official Records
of Riverside County, California

William E. Stang
Fees \$ 100.00

5-157

**DECLARATION ESTABLISHING EASEMENT RIGHTS
AND OBLIGATIONS**

THIS DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS (the "Declaration") is made this 15th day of June, 1989, by MEADOW OAKS DEVELOPMENT COMPANY, a California general partnership ("Declarant").

RECITALS:

A. Declarant is the owner of that certain real property located in the County of Riverside, State of California, as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Lots", or each lot individually as the "Lot").

B. Declarant desires to create, establish, reserve and grant non-exclusive easements appurtenant to the Lots for the purpose of vehicular and pedestrian ingress, egress and access on, over and across certain portions of the Lots, more particularly described in Exhibit "B", attached hereto and incorporated herein by this reference ("Driveway Easement Areas").

C. Declarant desires to define the proper means of maintenance and repair of the Driveway Easement Areas and the respective rights, obligations and liabilities by and among the owners and users of the Driveway Easement Areas.

NOW, THEREFORE, in furtherance of the foregoing, Declarant does hereby declare and covenant as follows:

1. Reservation and Grant of Driveway Easement Areas. Declarant hereby expressly creates, establishes, reserves and grants to itself, its grantees, successors and assigns, a non-exclusive easement appurtenant to each Lot for purposes of vehicular and pedestrian ingress, egress and access on, over and across the Driveway Easement Area located on each and every other Lot.

2. Maintenance of the Driveway Easement Areas. The owner or owners of the Lots shall maintain the Driveway Easement Areas in a neat, clean, safe and attractive condition at all times. The owner or owners of each Lot shall be responsible for twenty percent (20%) of all such repair and maintenance costs.

3. Indemnification. The owner of each Lot agrees to defend, indemnify, and save harmless, the owner of each and every other Lot from and against any and all liability, loss, damage, costs, claims and expenses, including litigation expenses, resulting from injury to or death of any person, or from damage, loss or destruction of property arising out of, or in any way connected with, its use of the Driveway Easement Areas located on each and every other Lot, including but not limited to, use by its successors, assigns, guests, agents, employees, invitees, licensees, contractors or subcontractors.

4. Insurance. During the existence of the easement reserved and granted hereunder, the owner of each Lot shall, at its sole cost and expense, maintain or cause to be maintained, in

C3-110365-01

full force and effect, public liability and property damage insurance with respect to the Driveway Easement Area located on such Lot. The policy or policies to be taken out by the owner of each Lot shall provide minimum limits with respect to public liability of One Million Dollars (\$1,000,000.00) for any one person and for any one occurrence; and with respect to property damage, One Million Dollars (\$1,000,000.00). The owner of each Lot shall be added as a named insured under said policy or policies of the owner of each and every other Lot. The owner of each Lot shall provide the owner of each and every other Lot with copies of all such insurance policies (or certificates thereof).

5. General Provisions.

(a) Enforcement. The owner of any of the Lots shall have the right to enforce, by proceedings at law or in equity, all of the terms and provisions of this Declaration, including, without limitation, the right to institute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said terms and/or provisions, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

(b) Attorneys' Fees. In the event that a legal action is filed by the owner of any of the Lots to enforce the terms or provisions hereof, to declare rights hereunder or to resolve any controversy, claim or dispute regarding the terms and provisions of this Declaration, the prevailing party shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees, as may be fixed by a court of competent jurisdiction.

(c) Construction. The terms and provisions of this Declaration shall be liberally construed to effectuate Declarant's express intent to create a reciprocal and cooperative plan for vehicular and pedestrian ingress, egress and access, on, over and across the Driveway Easement Areas. The section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

(d) Waiver. The failure of any owner of any of the Lots to enforce any term or provision of this Declaration shall not constitute a waiver of the right to enforce the same term or provision, or any other term or provision, thereafter. No waiver of any provision of this Declaration shall be deemed or shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided.

(e) Severability. If any clause, sentence or other portion of this Declaration shall be held by any court of competent jurisdiction to be unenforceable for any reason, the remaining portions thereof shall remain in full force and affect.

(f) Mortgage Protection. A violation of the terms and provisions set forth herein shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on all or any portion of any of the Lots. Each subsequent owner of all or any portion of each Lot shall be bound by the terms and provisions set forth herein, without regard to whether such owner's title was acquired by foreclosure, a trustee's sale or otherwise.

(g) Time. Time is of the essence with respect to the matters set forth herein.

(h) Termination or Amendment. This Declaration may not be terminated or amended without the express written consent of the then current owners of all of the Lots and Declarant (so long as Declarant owns any real property within Tract No. 13403).

(i) Inurement. This Declaration, and each of the terms and provisions herein (including, but not limited to, covenants, conditions, restrictions, reservations, easements, liens and charges), shall run with all of the Lots and shall inure to the benefit of, and be binding upon, Declarant and all future owners of all of the Lots, and their successors, assigns and grantees.

(j) Notices. Any payment required to be made or any notice, statement or demand required or desired to be given under this Declaration shall be personally served or sent by registered or certified mail, return receipt requested, to the Declarant or any future owner of any of the Lots at the address of such Lot. Any notice given by mail pursuant hereto shall be deemed received forty-eight (48) hours after such notice is deposited in the United States mail, with postage fully prepaid.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this instrument on the day and year first above written.

"Declarant"

MEADOW OAKS DEVELOPMENT COMPANY,
a California general partnership

By: MEADOW OAKS DEVELOPMENT CORP.,
a California corporation
Its: General Partner

By: *B. F. Burger*
Its: PRESIDENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On JUNE 5, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared BERNARD F. BURGER, personally known to me (proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the PRESIDENT of Meadow Oaks Development Corp., the corporation that executed the within instrument on behalf of Meadow Oaks Development Company, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



Louisa Marbella Kim
Notary Public

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204634

EXHIBIT "A"

"Lots"

Lot 48 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 49 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 50 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 7 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 8 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

204634

EXHIBIT "B"

"Driveway Easement Areas"

A 30.00 foot easement for ingress and egress, the centerline of which is described as follows:

Commencing at the Northwestern corner of Lot 48 of Tract 13403 as shown by Map on file in Book 123, Pages 18 - 26, Records of Riverside County, California;

THENCE, South $12^{\circ} 49' 28''$ East, along the Westerly line of said Lot 48, a distance of 30.78 feet to the Southerly right of way of Calle Juanito and the TRUE POINT OF BEGINNING;

THENCE, continuing South $12^{\circ} 49' 28''$ East along the Westerly line of Lots 48 and 49, a distance of 579.45 feet;

THENCE, South $05^{\circ} 36' 38''$ West, 47.43 feet;

THENCE, South $09^{\circ} 47' 44''$ West, 39.00 feet;

THENCE, South $19^{\circ} 18' 27''$ East, 44.28 feet;

THENCE, South $26^{\circ} 39' 45''$ East, 104.52 feet to the Northeasterly corner of Lot 8 of said Tract 13403;

The sidelines of said easement to be prolonged or shortened as necessary to provide a full and continuous 30 foot easement.

94

EASEMENTS 3 & 4 TRACT 13403

204634

44

39

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40

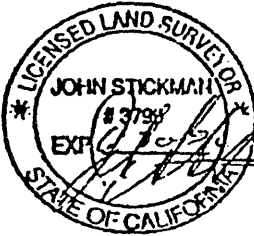
46

PINO

30' EASEMENT
4

15'

47



CALLE

JUANITO

Lot 6

48

30' EASEMENT
3

30'
15'

S&A SURVEYING INC.
CONSTRUCTION - MAPPING - DESIGN
27715 Jefferson Ave., Suite 101
Torrance, California 92260 • (310) 678 8887

CALLE

49

Lot 7

SCALE 1" = 200'

311°18'27"E
44.28'
S 26°39'45"E
104.52'

50

201.012

Lot 8

EXHIBIT "B"

95

Continental Land Title Co.

Recording requested by and when recorded return to:

LEVEN & BENEZRA
10850 Wilshire Boulevard
Suite 600
Los Angeles, California 90024
Attention: Gary E. Leven, Esq.

204635

RECEIVED FOR RECORD
AT 8:30 O'CLOCK A.M.

At Request of
CONTINENTAL LAND TITLE CO.

JUN 21 1989

Recorded in Official Records
of Riverside County, California

Walter E. ...
RECORDED
Page 8

5/13

DECLARATION ESTABLISHING EASEMENT RIGHTS
AND OBLIGATIONS

THIS DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS (the "Declaration") is made this 5th day of June, 1989, by MEADOW OAKS DEVELOPMENT COMPANY, a California general partnership ("Declarant").

RECITALS:

A. Declarant is the owner of that certain real property located in the County of Riverside, State of California, more particularly described as lots 39, 40, 44, 45, 46 and 47 of Tract No. 13403 as shown on file in Book 123, Pages 18 through 26, inclusive, of Maps, Records of Riverside County, California (the "Lots", collectively, or "Lot (lot number)", individually).

B. Declarant desires to create, establish, reserve and grant non-exclusive easements appurtenant to Lots 40, 44, 45, 46 and 47 for the purpose of vehicular and pedestrian ingress, egress and access on, over and across those certain portions of the Lots, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Driveway Easement Areas").

C. Declarant desires to define the proper means of maintenance and repair of the Driveway Easement Areas and the respective rights, obligations and liabilities by and among the owners and users of the Driveway Easement Areas.

NOW, THEREFORE, in furtherance of the foregoing, Declarant does hereby declare and covenant as follows:

1. Reservation and Grant of Driveway Easement Areas. Declarant hereby expressly creates, establishes, reserves and grants to itself, its grantees, successors and assigns, non-exclusive easements appurtenant to Lots 40, 44, 45, 46 and 47 for purposes of vehicular and pedestrian ingress, egress and access on, over and across the Driveway Easement Areas.

2. Maintenance of the Driveway Easement Areas. The owners of Lots 40, 44, 45, 46 and 47 shall, at their sole cost and expense, maintain the Driveway Easement Areas in a neat, clean, safe and attractive condition at all times. The owner or owners of Lots 40, 44, 45, 46 and 47 shall each be responsible for twenty percent (20%) of all such repair and maintenance costs. The owners of Lot 39 shall have no liability or responsibility for maintenance of the Driveway Easement Areas.

3. Indemnification.

The owner of each of the Lots agrees to defend, indemnify, and save harmless the owner of each of the other Lots from and against any and all liability, loss, damage, costs, claims and expenses, including litigation expenses, resulting from injury to or death of any person, or from damage, loss or destruction of property arising out of, or in any way connected with, its use of the Driveway Easement Areas or use by its

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successors, assigns, guests, agents, employees, invitees, licensees, contractors or subcontractors.

4. Insurance. During the existence of the easement reserved and granted hereunder, the owner of Lots 40, 44, 45, 46 and 47 shall, at their sole cost and expense, maintain or cause to be maintained, in full force and effect, public liability and property damage insurance with respect to the Driveway Easement Areas. The policy or policies to be taken out shall provide minimum limits with respect to public liability of \$1,000,000.00 for any one person, and for any one occurrence; and with respect to property damage, \$1,000,000.00. The owners of all of the Lots shall be added as named insureds under each of said policy or policies and shall be provided with copies of all such insurance policies (or certificates thereof).

5. General Provisions.

A. Enforcement. The owner of each of the Lots shall have the right to enforce, by proceedings at law or in equity, all of the terms and provisions of this Declaration, including, without limitation, the right to institute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said terms and/or provisions, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

B. Attorneys' Fees. In the event that a legal action is filed by the owner of any of the Lots to enforce the terms or provisions hereof, to declare rights hereunder or to resolve any controversy, claim or dispute regarding the terms and provisions of this Declaration, the prevailing party shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees, as may be fixed by a court of competent jurisdiction.

C. Construction. The terms and provisions of this Declaration shall be liberally construed to effectuate Declarant's express intent to create non-exclusive easements appurtenant to the Lots for vehicular and pedestrian ingress, egress and access, on, over and across the Driveway Easement Areas. The section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

D. Waiver. The failure of the owner of any of the Lots to enforce any term or provision of this Declaration shall not constitute a waiver of the right to enforce the same term or provision, or any other term or provision, thereafter. No waiver of any provision of this Declaration shall be deemed or shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided.

E. Severability. If any clause, sentence or other portion of this Declaration shall be held by any court of competent jurisdiction to be unenforceable for any reason, the remaining portions thereof shall remain in full force and affect.

F. Mortgagee Protection. A violation of the terms and provisions set forth herein shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on all or any portion of the Lots. Each subsequent owner of all or any portion of the Lots shall be bound by the terms and provisions set forth herein, without regard to whether such owner's title was acquired by foreclosure, a trustee's sale or otherwise.

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G. Time. Time is of the essence with respect to the matters set forth herein.

H. Termination or Amendment. This Declaration, may not be terminated or amended without the express written consent of the then current owners of the Lots and Declarant (so long as Declarant owns any real property within Tract No. 13403).

I. Inurement. This Declaration, and each of the terms and provisions herein (including, but not limited to, covenants, conditions, restrictions, reservations, easements, liens and charges), shall run with the Lots and shall inure to the benefit of, and be binding upon, Declarant and all future owners of the Lots, and their successors, assigns and grantees.

J. Notices. Any payment required to be made or any notice, statement or demand required or desired to be given under this Declaration shall be personally served or sent by registered or certified mail, return receipt requested, to the Declarant or any future owner of the Lots at the address of such Lot. Any notice given by mail pursuant hereto shall be deemed received forty-eight (48) hours after such notice is deposited in the United States mail, with postage fully prepaid.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this instrument on the day and year first above written.

"Declarant"

MEADOW OAKS DEVELOPMENT COMPANY,
a California general partnership

By: Meadow Oaks Development Corp.,
a California corporation
Its: General Partner

By: [Signature]
Its: PRESIDENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On JUNE 5, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared BERNARD F. BURGER, personally known to me (proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the PRESIDENT of Meadow Oaks Development Corp., the corporation that executed the within instrument on behalf of Meadow Oaks Development Company, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



Louisa Marbella Kim
Notary Public

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EXHIBIT "A"

"Driveway Easement Arsa"

A 30.00 foot easement for ingress and egress, the centerline of which is described as follows:

Commencing at the Southwesterly corner of Lot 47 of Tract 13403 as shown by Map on file in Book 123, Pages 18 - 26, Records of Riverside County, California;

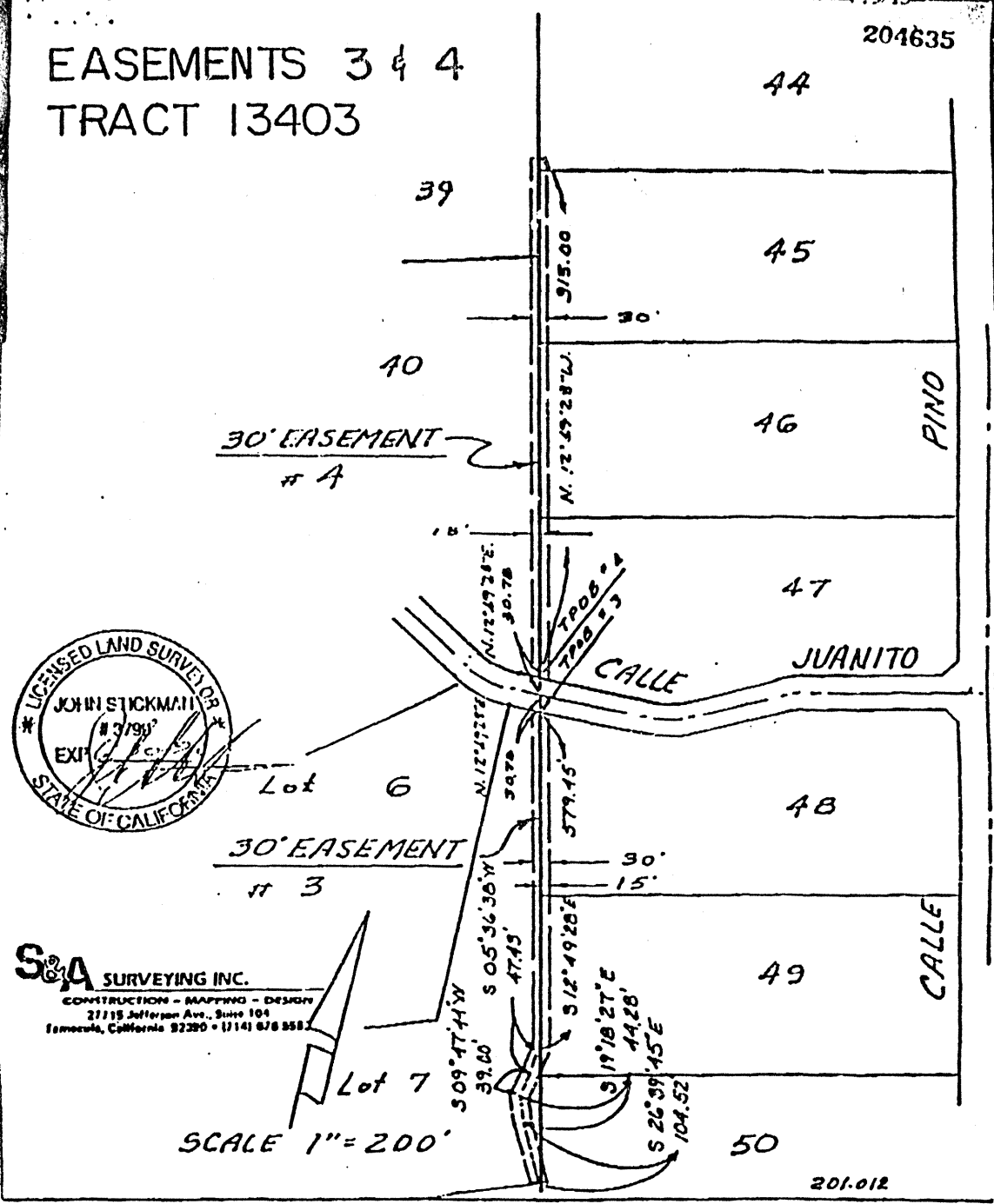
THENCE, North $12^{\circ} 49' 28''$ West along the Westerly line of Lot 47, a distance of 30.76 feet to the Northerly right of way of Calle Juanito and the TRUE POINT OF BEGINNING;

THENCE, continuing North $12^{\circ} 49' 28''$ West, along the Westerly line of Lots 47, 46, 45 and 44, a distance of 915.00 feet;

The sidelines of said easement to be prolonged or shortened as necessary to provide a full and continuous 30.00 feet.

EASEMENTS 3 & 4
TRACT 13403

204635



S&A SURVEYING INC.
CONSTRUCTION - MAPPING - DESIGN
27115 Jefferson Ave., Suite 104
Escondido, California 92029 • (714) 878-8582

SCALE 1" = 200'

201.012

EXHIBIT "A"

100

Continental Land Title Co.

Recording requested by and when recorded return to:

LEVEN & BENEZRA
10850 Wilshire Boulevard
Suite 600
Los Angeles, California 90024
Attention: Gary E. Leven, Esq.

RECEIVED FOR RECORD
AT 6:30 O'CLOCK A.M.
AT REQUEST OF
CONTINENTAL LAND TITLE CO
JUN 21 1989
Recorded in Office of Recorder
of Riverside County, California
W. E. [Signature]
Recorder

204636

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H

DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS

THIS DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS (the "Declaration") is made this 21 day of June, 1989, by MEADOW OAKS DEVELOPMENT COMPANY, a California general partnership ("Declarant").

RECITALS:

A. Declarant is the owner of that certain real property located in the County of Riverside, State of California, more particularly described as lots 38, 39, 41 and 43 of Tract No. 13403 as shown on file in Book 123, Pages 18 through 26, inclusive, of Maps, Records of Riverside County, California (the "Lots", collectively, or "Lot (lot number)", individually).

B. Declarant desires to create, establish, reserve and grant non-exclusive easements appurtenant to the Lots for the purpose of vehicular and pedestrian ingress, egress and access on, over and across those certain portions of Lots 38 and 39, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Driveway Easement Areas").

C. Declarant desires to define the proper means of maintenance and repair of the Driveway Easement Areas and the respective rights, obligations and liabilities by and among the owners and users of the Driveway Easement Areas.

NOW, THEREFORE, in furtherance of the foregoing, Declarant does hereby declare and covenant as follows:

1. Reservation and Grant of Driveway Easement Areas. Declarant hereby expressly creates, establishes, reserves and grants to itself, its grantees, successors and assigns, non-exclusive easements appurtenant to the Lots for purposes of vehicular and pedestrian ingress, egress and access on, over and across the Driveway Easement Areas.

2. Maintenance of the Driveway Easement Areas. The owners of the Lots shall, at their sole cost and expense, maintain the Driveway Easement Areas in a neat, clean, safe and attractive condition at all times. The owner or owners of each Lot shall be responsible for twenty-five percent (25%) of all such repair and maintenance costs.

3. Indemnification.
The owner of each of the Lots agrees to defend, indemnify, and save harmless the owner of each of the other Lots from and against any and all liability, loss, damage, costs, claims and expenses, including litigation expenses, resulting from injury to or death of any person, or from damage, loss or destruction of property arising out of, or in any way connected with, its use of the Driveway Easement Areas or use by its successors, assigns, guests, agents, employees, invitees, licensees, contractors or subcontractors.

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4. Insurance. During the existence of the easements reserved and granted hereunder, the owner of the Lots shall, at their sole cost and expense, maintain or cause to be maintained, in full force and effect, public liability and property damage insurance with respect to the Driveway Easement Areas. The policy or policies to be taken out shall provide minimum limits with respect to public liability of \$1,000,000.00 for any one person, and for any one occurrence; and with respect to property damage, \$1,000,000.00. The owners of all of the Lots shall be added as named insureds under each of said policy or policies and shall be provided with copies of all such insurance policies (or certificates thereof).

5. General Provisions.

A. Enforcement. The owner of each of the Lots shall have the right to enforce, by proceedings at law or in equity, all of the terms and provisions of this Declaration, including, without limitation, the right to institute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said terms and/or provisions, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

B. Attorneys' Fees. In the event that a legal action is filed by the owner of any of the Lots to enforce the terms or provisions hereof, to declare rights hereunder or to resolve any controversy, claim or dispute regarding the terms and provisions of this Declaration, the prevailing party shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees, as may be fixed by a court of competent jurisdiction.

C. Construction. The terms and provisions of this Declaration shall be liberally construed to effectuate Declarant's express intent to create non-exclusive easements appurtenant to the Lots for vehicular and pedestrian ingress, egress and access, on, over and across the Driveway Easement Areas. The section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

D. Waiver. The failure of the owner of any of the Lots to enforce any term or provision of this Declaration shall not constitute a waiver of the right to enforce the same term or provision, or any other term or provision, thereafter. No waiver of any provision of this Declaration shall be deemed or shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided.

E. Severability. If any clause, sentence or other portion of this Declaration shall be held by any court of competent jurisdiction to be unenforceable for any reason, the remaining portions thereof shall remain in full force and affect.

F. Mortgagee Protection. A violation of the terms and provisions set forth herein shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on all or any portion of the Lots. Each subsequent owner of all or any portion of the Lots shall be bound by the terms and provisions set forth herein, without regard to whether such owner's title was acquired by foreclosure, a trustee's sale or otherwise.

EXHIBIT "A"

"Driveway Easement Area"

Being a portion of Lots 38 and 39 of Tract 13403 as shown by Map on file in Book 123, Pages 18 - 26, Records of Riverside County, California, described as follows:

Commencing at the Northwesterly corner of Lot 39 of said Tract 13403; thence, North $73^{\circ} 02' 45''$ East, along the Northerly line of said Lot 39, a distance of 30.00 feet to the Easterly right of way of Avenida Dolores and the TRUE POINT OF BEGINNING and the beginning of a non-tangent curve concave Westerly and having a radius of 230 feet and a radial bearing of North $73^{\circ} 02' 45''$ East;

THENCE, Southerly along said curve and right of way through a central angle of $03^{\circ} 44' 22''$ and an arc length of 15.01 feet;

THENCE, North $73^{\circ} 02' 45''$ East, 273.45 feet;

THENCE, North $29^{\circ} 01' 45''$ East, 86.42 feet;

THENCE, North $21^{\circ} 29' 22''$ East 79.82 feet;

THENCE, North $77^{\circ} 10' 32''$ East, 32.34 feet to a point on the Westerly line of Lot 43 of said Tract 13403;

THENCE, North $12^{\circ} 49' 28''$ West, along said Westerly line, 30 feet to the Northwest corner thereof;

THENCE, North $34^{\circ} 35' 04''$ West, along the Southwesterly line of Lot 42 of said Tract 13403, a distance of 330.55 feet to the Southwest corner of Lot 41 of said Tract;

THENCE, North $18^{\circ} 16' 47''$ West, along the Westerly line of said Lot 41, a distance of 22.15 feet;

THENCE, South $71^{\circ} 43' 13''$ West, 30 feet;

THENCE, South $18^{\circ} 16' 47''$ East, 26.45 feet;

THENCE, South $34^{\circ} 35' 04''$ East, 136.30 feet;

THENCE, South $23^{\circ} 45' 23''$ East, 199.53 feet;

THENCE, South $21^{\circ} 29' 22''$ West, 66.26 feet;

THENCE, South $29^{\circ} 01' 45''$ West, 72.32 feet;

THENCE, South $73^{\circ} 02' 45''$ West 261.32 feet to the Easterly right of way of Avenida Dolores and the beginning of a non-tangent curve concave Westerly and having a radius of 230 feet and a radial bearing of North $69^{\circ} 18' 23''$ East;

THENCE, Southerly along said curve and right of way through a central angle of $03^{\circ} 44' 22''$, an arc length of 15.01 to the TRUE POINT OF BEGINNING;

The sidelines of said easement to be prolonged or shortened as necessary to provide a full and continuous 30.00 feet.

113260

Recording Requested By:

ZIMMER & WHITE, INC.

When Recorded Return to:

ZIMMER & WHITE, INC.
P. O. Box 788
Riverside, California 92502

RECEIVED FOR RECORD

AUG 24 1972

AT 9:00 O'CLOCK A.M.

IN FRONT OF
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE

113260

Book 1972, Page
Recorded in Official Records
of Riverside County, California

William A. Wilson
Recorder

10.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND ESTABLISHMENT OF DEVELOPMENT REVIEW COMMITTEE

This Declaration of Covenants, Conditions and Restrictions
and Establishment of Development Review Committee is made this
_____, 1972, by WILLIAM A. WILSON, hereinafter referred to as
"Declarant".

WHEREAS, Declarant is the owner of real property situated
in the unincorporated area of the County of Riverside, State of
California, more particularly described as follows:

Parcels 1 through 12, inclusive, as shown by a Parcel
Map on file in Book P- 5, Pages 55 and 56,
Parcel Maps, Official Records of the County Recorder,
Riverside County, California.

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WHEREAS, Declarant has subdivided said real property and it is his desire and intent to sell the same and to impose thereon mutual and beneficial restrictions under a general plan or scheme for the benefit of all parcels in said tract and the future owners and users of said land;

NOW, THEREFORE, Declarant hereby certifies and declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following provisions, limitations, conditions, restrictions, covenants, easements, and reservations, all of which are declared and agreed to be in furtherance of a plan for the subdivision and sale of said parcels in said tract and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the above described property and every part thereof.

ARTICLE I

DEVELOPMENT REVIEW COMMITTEE

1. There is hereby created a Development Review Committee consisting of three (3) members, the initial membership of which shall be as follows:

WILLIAM A. WILSON
WILLIAM P. LEVIS
KATIE F. GARDNER

Respecting the erection of any and all improvements on said land, or the rebuilding of any destroyed structures or improvements located thereon, no owner shall commence any such construction until the building plans and specifications, and/or landscape plans for such

113260

improvements, have been approved in writing by the Development Review Committee. The Committee, as a condition of giving any such approval, may require that said plans and specifications shall comply with such conditions as the Committee may, in its discretion, impose as to structural features of improvements, type of building materials to be used, and other features and characteristics thereof. Should the Committee fail to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, then such approval shall be deemed to have been given. In the event of the death or resignation of any member of the Committee, the remaining members or member shall have authority to designate a successor. The members of the Committee shall be entitled to no compensation for services rendered pursuant to this Article. At any time, the then legal or equitable owners of the majority of said parcels, provided Declarant has conveyed title to all of said parcels to bonafide purchasers, 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.

ARTICLE II

CONDITIONS OF OWNERSHIP AND OCCUPANCY

1. Said parcels may be used for residential purposes, agricultural purposes or recreational use and shall never be used for purposes of trade or business, provided, however, that nothing herein contained shall be deemed to prevent any professional person maintaining a residence; nor shall anything herein contained prevent the operation of livestock breeding and/or raising operations, including the purchase, sale, boarding, training and caring for livestock of all kind and types with the exception of swine.

2. No buildings shall ever be placed, erected, or permitted

113260

on said premises other than of a type designed for and used as a one-family private residence, together with associated out buildings, not used for human occupancy, such as garages, car ports, barns, stables and storage buildings.

3. No structure erected on any parcel shall be located nearer than 55 feet to any parcel line or nearer to the right-of-way line of any abutting street or drive or to any side property line, as shown on the final map, than required by the County of Riverside.

4. Each owner shall cause all rubbish and trash to be regularly removed from the premises owned by him, and shall not permit the same to accumulate thereon. Trash, garbage, or other waste, shall be kept in sanitary containers, which shall be kept or stored in enclosed trash storage areas not open to the public view. All incinerators and/or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

5. No fences shall be erected or permitted on any parcel other than fences not over six (6) feet high. In no event shall any fence, tree, plant, hedge, shrub or any other structure or device be placed on any parcel or any part thereof if the placing thereon will interfere with the view enjoyed by adjacent parcels in said tract.

6. All bathroom and toilet conveniences and connections shall be built indoors and connected by underground pipes with a private septic tank as may be required by the Riverside County Health Department until general sewer is constructed. The construction of such septic tank shall conform to the standards of the Riverside County Health Department.

7. No part of said tract shall be used for sale, exchange, barter, handling, or storage of any second-hand material, salvage, junk,

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or dismantled property of any kind. Said premises shall at all times be kept in a clean and wholesome condition.

8. No noxious or offensive trade or activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the adjacent property owners, or shall violate any law, ordinance or governmental regulation.

9. The construction of all buildings upon any parcel in said tract shall proceed diligently and continuously after commencement until completion, and building construction, after commencement, shall not be abandoned until completion. Cessation of labor upon any building upon any parcel for a period of 90 consecutive days, including Sundays and holidays, after construction of the building has commenced, shall be conclusive evidence of the abandonment of construction of the building. Interior finish work of a non-structural nature is exempt from the provisions of this paragraph.

10. No signs of any character shall be erected, posted, or displayed upon or about any parcel of said tract, except "For Sale" and "For Rent" signs, having a surface area not to exceed 10 square feet except signs indicating the property owner's name or the ranch name.

ARTICLE III

RESERVATION AND GRANT OF EASEMENTS

1. Easements and rights of way are hereby specifically reserved to Declarant, his heirs, executors, administrators and assigns for the erection, construction and maintenance of:

- (a) Private roads shown on said map;
- (b) Pipes, drains, poles, wires and conduits for water, gas, electricity, storm and drainage ditches or sewers, television lines and other public or quasi-public utility services or function: provided, however, that no such

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installation shall be located more than six
(6) feet from the nearest boundary line of
any lot.

2. It is the intention of Declarant that any easement hereby created for streets or roadways shall terminate and said easement shall be conveyed to Riverside County at such time as such streets or roadways are improved to County standards and accepted by said County for dedication and maintenance.

3. Each grantee of a parcel in said tract agrees for himself, his heirs, assigns or successors in interest to the granting of easements for the use and benefit of the several authorized public and/or other utilities including but not limited to cable television, sanitary sewers, water, gas, telephone, electric and drainage and equestrian purposes, ten (10) feet wide on each side of common lot lines and fifteen (15) feet wide along perimeter lot lines of said Parcel Map. Except, in all cases where lot lines are coincident with road easement centerlines, the reservation shall be equal to one-half (1/2) of the width of the total road easement plus twenty (20) feet.

ARTICLE IV

TERM OF DECLARATION

All of the herein provisions, limitations, restrictions, covenants, easements and reservations shall run with the land and be binding on all parties and all parties claiming under them until January 1, 1990, after which time said provisions, limitations, restrictions, covenants, easements and reservations shall be automatically extended for successive periods of 15 years, unless an instrument signed by a majority of the then owners of the parcels have been recorded agreeing to change said provisions, limitations, restrictions, covenants, easements, and reservations in whole or in part.

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ARTICLE V

MISCELLANEOUS PROVISIONS

1. No breach of any provision herein contained, nor the enforcement hereof, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of the provisions herein contained shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise.

2. No amendment to this Declaration which affects in any way the right of the beneficiary of any such deed of trust, or mortgagee shall either join in the execution of such amendment or approve the same in writing.

3. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity of any provision hereof shall not invalidate the others.

4. Each remedy provided for in this Declaration shall be cumulative and not exclusive. This Declaration may be enforced by any owner, owners or owner's successors, including Declarant, and any legal action taken to enforce the provisions hereof may include an action for damages against any defaulting owner or occupant, or to enjoin any violation of the provisions hereof, or the prosecution of any appropriate legal or equitable action. Any judgment rendered in any such action or proceeding shall include attorney's fees, in such amount as the Court may adjudge reasonable, in favor of the prevailing party.

5. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Development Review Committee, and the owners of any parcels in the property subject to this Declaration, and their personal representatives, heirs, successors and assigns.

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ARTICLE VI

AMENDMENT

Subject to paragraph 2 of Article V, provided Declarant has conveyed title to all of the parcels in said Tract to bona fide purchasers, the then record owners of not less than seventy-five percent (75%) of the lots in said Tract may at any time amend or annul any or all of the provisions contained in this Declaration, and any supplement or amendment thereto, by instrument in writing, signed and acknowledged by said owners, and recorded in the Office of the County Recorder of Riverside County, California.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

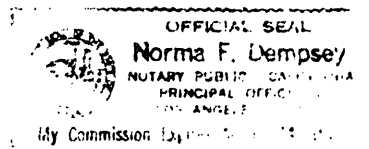

WILLIAM A. WILSON

STATE OF CALIFORNIA)
) ss
County of Riverside)

On this _____ day of _____, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIAM A. WILSON, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Notary Public in and for said County and State



12

Recording requested by and when recorded return to:

204634

Leven & Benezra
10850 Wilshire Boulevard, Suite 600
Los Angeles, California 90024
Attn: Gary E. Leven, Esq.

RECEIVED FOR RECORD
AT 2:30 O'CLOCK A.M.

At Request of
CONTINENTAL LAND TITLE CO.

JUN 21 1989

Classified in Official Records
of Riverside County, California

William E. Leven
RECORDED
Page 8

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DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS

THIS DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS (the "Declaration") is made this 21st day of June, 1989, by MEADOW OAKS DEVELOPMENT COMPANY, a California general partnership ("Declarant").

RECITALS:

A. Declarant is the owner of that certain real property located in the County of Riverside, State of California, as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Lots", or each lot individually as the "Lot").

B. Declarant desires to create, establish, reserve and grant non-exclusive easements appurtenant to the Lots for the purpose of vehicular and pedestrian ingress, egress and access on, over and across certain portions of the Lots, more particularly described in Exhibit "B", attached hereto and incorporated herein by this reference ("Driveway Easement Areas").

C. Declarant desires to define the proper means of maintenance and repair of the Driveway Easement Areas and the respective rights, obligations and liabilities by and among the owners and users of the Driveway Easement Areas.

NOW, THEREFORE, in furtherance of the foregoing, Declarant does hereby declare and covenant as follows:

C3-110345-01

1. Reservation and Grant of Driveway Easement Areas. Declarant hereby expressly creates, establishes, reserves and grants to itself, its grantees, successors and assigns, a non-exclusive easement appurtenant to each Lot for purposes of vehicular and pedestrian ingress, egress and access on, over and across the Driveway Easement Area located on each and every other Lot.

2. Maintenance of the Driveway Easement Areas. The owner or owners of the Lots shall maintain the Driveway Easement Areas in a neat, clean, safe and attractive condition at all times. The owner or owners of each Lot shall be responsible for twenty percent (20%) of all such repair and maintenance costs.

3. Indemnification. The owner of each Lot agrees to defend, indemnify, and save harmless, the owner of each and every other Lot from and against any and all liability, loss, damage, costs, claims and expenses, including litigation expenses, resulting from injury to or death of any person, or from damage, loss or destruction of property arising out of, or in any way connected with, its use of the Driveway Easement Areas located on each and every other Lot, including but not limited to, use by its successors, assigns, guests, agents, employees, invitees, licensees, contractors or subcontractors.

4. Insurance. During the existence of the easement reserved and granted hereunder, the owner of each Lot shall, at its sole cost and expense, maintain or cause to be maintained, in

full force and effect, public liability and property damage insurance with respect to the Driveway Easement Area located on such Lot. The policy or policies to be taken out by the owner of each Lot shall provide minimum limits with respect to public liability of One Million Dollars (\$1,000,000.00) for any one person and for any one occurrence; and with respect to property damage, One Million Dollars (\$1,000,000.00). The owner of each Lot shall be added as a named insured under said policy or policies of the owner of each and every other Lot. The owner of each Lot shall provide the owner of each and every other Lot with copies of all such insurance policies (or certificates thereof).

5. General Provisions.

(a) Enforcement. The owner of any of the Lots shall have the right to enforce, by proceedings at law or in equity, all of the terms and provisions of this Declaration, including, without limitation, the right to institute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said terms and/or provisions, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

(b) Attorneys' Fees. In the event that a legal action is filed by the owner of any of the Lots to enforce the terms or provisions hereof, to declare rights hereunder or to resolve any controversy, claim or dispute regarding the terms and provisions of this Declaration, the prevailing party shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees, as may be fixed by a court of competent jurisdiction.

(c) Construction. The terms and provisions of this Declaration shall be liberally construed to effectuate Declarant's express intent to create a reciprocal and cooperative plan for vehicular and pedestrian ingress, egress and access, on, over and across the Driveway Easement Areas. The section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

(d) Waiver. The failure of any owner of any of the Lots to enforce any term or provision of this Declaration shall not constitute a waiver of the right to enforce the same term or provision, or any other term or provision, thereafter. No waiver of any provision of this Declaration shall be deemed or shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided.

(e) Severability. If any clause, sentence or other portion of this Declaration shall be held by any court of competent jurisdiction to be unenforceable for any reason, the remaining portions thereof shall remain in full force and affect.

(f) Mortgage Protection. A violation of the terms and provisions set forth herein shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on all or any portion of any of the Lots. Each subsequent owner of all or any portion of each Lot shall be bound by the terms and provisions set forth herein, without regard to whether such owner's title was acquired by foreclosure, a trustee's sale or otherwise.

(g) Time. Time is of the essence with respect to the matters set forth herein.

(h) Termination or Amendment. This Declaration may not be terminated or amended without the express written consent of the then current owners of all of the Lots and Declarant (so long as Declarant owns any real property within Tract No. 13403).

(i) Inurement. This Declaration, and each of the terms and provisions herein (including, but not limited to, covenants, conditions, restrictions, reservations, easements, liens and charges), shall run with all of the Lots and shall inure to the benefit of, and be binding upon, Declarant and all future owners of all of the Lots, and their successors, assigns and grantees.

(j) Notices. Any payment required to be made or any notice, statement or demand required or desired to be given under this Declaration shall be personally served or sent by registered or certified mail, return receipt requested, to the Declarant or any future owner of any of the Lots at the address of such Lot. Any notice given by mail pursuant hereto shall be deemed received forty-eight (48) hours after such notice is deposited in the United States mail, with postage fully prepaid.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this instrument on the day and year first above written.

"Declarant"

MEADOW OAKS DEVELOPMENT COMPANY,
a California general partnership

By: MEADOW OAKS DEVELOPMENT CORP.,
a California corporation
Its: General Partner

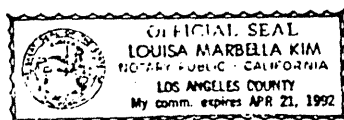
By: *B. F. Burger*

Its: PRESIDENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On JUNE 5, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared BERNARD F. BURGER, personally known to me (proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the PRESIDENT of Meadow Oaks Development Corp., the corporation that executed the within instrument on behalf of Meadow Oaks Development Company, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



Louisa Marbella Kim
Notary Public

EXHIBIT "A"

"Lots"

Lot 48 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 49 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 50 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 7 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 8 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

204634

EXHIBIT "B"

"Driveway Easement Areas"

A 30.00 foot easement for ingress and egress, the centerline of which is described as follows:

Commencing at the Northwestern corner of Lot 48 of Tract 13403 as shown by Map on file in Book 123, Pages 18 - 26, Records of Riverside County, California;

THENCE, South $12^{\circ} 49' 28''$ East, along the Westerly line of said Lot 48, a distance of 30.78 feet to the Southerly right of way of Calle Juanito and the TRUE POINT OF BEGINNING;

THENCE, continuing South $12^{\circ} 49' 28''$ East along the Westerly line of Lots 48 and 49, a distance of 579.45 feet;

THENCE, South $05^{\circ} 36' 38''$ West, 47.43 feet;

THENCE, South $09^{\circ} 47' 44''$ West, 39.00 feet;

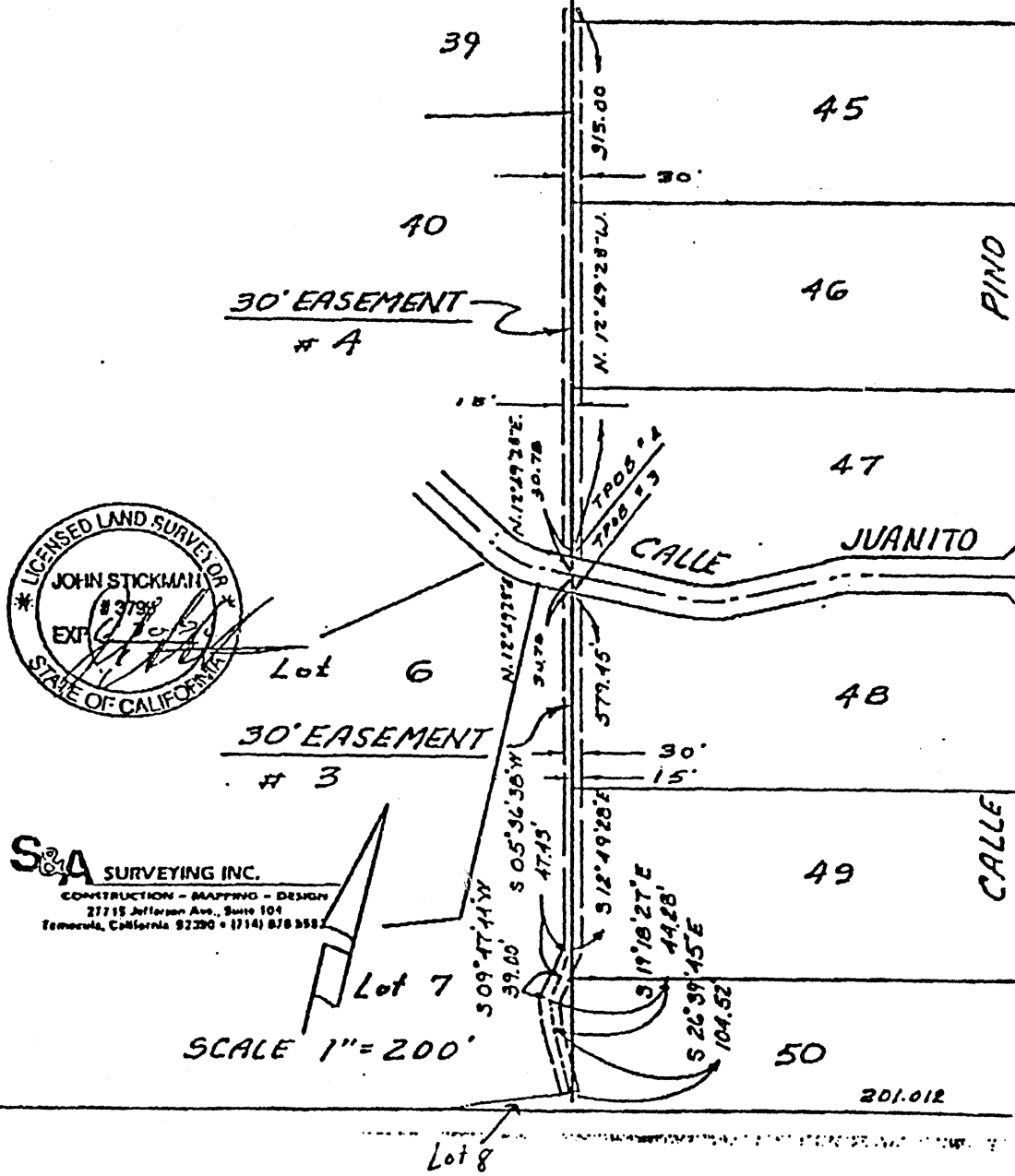
THENCE, South $19^{\circ} 18' 27''$ East, 44.28 feet;

THENCE, South $26^{\circ} 39' 45''$ East, 104.52 feet to the Northeasterly corner of Lot 8 of said Tract 13403;

The sidelines of said easement to be prolonged or shortened as necessary to provide a full and continuous 30 foot easement.

EASEMENTS 3 & 4 TRACT 13403

204634
44



S&A SURVEYING INC.
 CONSTRUCTION - MAPPING - DESIGN
 27715 Jefferson Ave., Suite 104
 Temecula, California 92390 • (714) 878-9582

SCALE 1" = 200'

EXHIBIT "B"

Continental Land Title Co.

Recording requested by and when recorded return to:

LEVEN & BENEZRA
10850 Wilshire Boulevard
Suite 600
Los Angeles, California 90024
Attention: Gary E. Leven, Esq.

204635

RECEIVED FOR RECORD
AT 2:30 O'CLOCK A.M.

At Request of
CONTINENTAL LAND TITLE CO.

JUN 21 1989

Recorded in Official Records
of Riverside County, California

W. E. Stanley
Recorder
Fee \$ 13

I/13

DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS

THIS DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS (the "Declaration") is made this 5th day of June, 1989, by MEADOW OAKS DEVELOPMENT COMPANY, a California general partnership ("Declarant").

RECITALS:

A. Declarant is the owner of that certain real property located in the County of Riverside, State of California, more particularly described as lots 29, 40, 44, 45, 46 and 47 of Tract No. 13403 as shown on file in Book 123, Pages 18 through 26, inclusive, of Maps, Records of Riverside County, California (the "Lots", collectively, or "Lot (lot number)", individually).

B. Declarant desires to create, establish, reserve and grant non-exclusive easements appurtenant to Lots 40, 44, 45, 46 and 47 for the purpose of vehicular and pedestrian ingress, egress and access on, over and across those certain portions of the Lots, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Driveway Easement Areas").

C. Declarant desires to define the proper means of maintenance and repair of the Driveway Easement Areas and the respective rights, obligations and liabilities by and among the owners and users of the Driveway Easement Areas.

NOW, THEREFORE, in furtherance of the foregoing, Declarant does hereby declare and covenant as follows:

1. Reservation and Grant of Driveway Easement Areas. Declarant hereby expressly creates, establishes, reserves and grants to itself, its grantees, successors and assigns, non-exclusive easements appurtenant to Lots 40, 44, 45, 46 and 47 for purposes of vehicular and pedestrian ingress, egress and access on, over and across the Driveway Easement Areas.

2. Maintenance of the Driveway Easement Areas. The owners of Lots 40, 44, 45, 46 and 47 shall, at their sole cost and expense, maintain the Driveway Easement Areas in a neat, clean, safe and attractive condition at all times. The owner or owners of Lots 40, 44, 45, 46 and 47 shall each be responsible for twenty percent (20%) of all such repair and maintenance costs. The owners of Lot 39 shall have no liability or responsibility for maintenance of the Driveway Easement Areas.

3. Indemnification.

The owner of each of the Lots agrees to defend, indemnify, and save harmless the owner of each of the other Lots from and against any and all liability, loss, damage, costs, claims and expenses, including litigation expenses, resulting from injury to or death of any person, or from damage, loss or destruction of property arising out of, or in any way connected with, its use of the Driveway Easement Areas or use by its

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successors, assigns, guests, agents, employees, invitees, licensees, contractors or subcontractors.

4. Insurance. During the existence of the easements reserved and granted hereunder, the owner of Lots 40, 44, 45, 46 and 47 shall, at their sole cost and expense, maintain or cause to be maintained, in full force and effect, public liability and property damage insurance with respect to the Driveway Easement Areas. The policy or policies to be taken out shall provide minimum limits with respect to public liability of \$1,000,000.00 for any one person, and for any one occurrence; and with respect to property damage, \$1,000,000.00. The owners of all of the Lots shall be added as named insureds under each of said policy or policies and shall be provided with copies of all such insurance policies (or certificates thereof).

5. General Provisions.

A. Enforcement. The owner of each of the Lots shall have the right to enforce, by proceedings at law or in equity, all of the terms and provisions of this Declaration, including, without limitation, the right to institute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said terms and/or provisions, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

B. Attorneys' Fees. In the event that a legal action is filed by the owner of any of the Lots to enforce the terms or provisions hereof, to declare rights hereunder or to resolve any controversy, claim or dispute regarding the terms and provisions of this Declaration, the prevailing party shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees, as may be fixed by a court of competent jurisdiction.

C. Construction. The terms and provisions of this Declaration shall be liberally construed to effectuate Declarant's express intent to create non-exclusive easements appurtenant to the Lots for vehicular and pedestrian ingress, egress and access, on, over and across the Driveway Easement Areas. The section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

D. Waiver. The failure of the owner of any of the Lots to enforce any term or provision of this Declaration shall not constitute a waiver of the right to enforce the same term or provision, or any other term or provision, thereafter. No waiver of any provision of this Declaration shall be deemed or shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided.

E. Severability. If any clause, sentence or other portion of this Declaration shall be held by any court of competent jurisdiction to be unenforceable for any reason, the remaining portions thereof shall remain in full force and affect.

F. Mortgagee Protection. A violation of the terms and provisions set forth herein shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on all or any portion of the Lots. Each subsequent owner of all or any portion of the Lots shall be bound by the terms and provisions set forth herein, without regard to whether such owner's title was acquired by foreclosure, a trustee's sale or otherwise.

G. Time. Time is of the essence with respect to the matters set forth herein.

H. Termination or Amendment. This Declaration, may not be terminated or amended without the express written consent of the then current owners of the Lots and Declarant (so long as Declarant owns any real property within Tract No. 13403).

I. Inurement. This Declaration, and each of the terms and provisions herein (including, but not limited to, covenants, conditions, restrictions, reservations, easements, liens and charges), shall run with the Lots and shall inure to the benefit of, and be binding upon, Declarant and all future owners of the Lots, and their successors, assigns and grantees.

J. Notices. Any payment required to be made or any notice, statement or demand required or desired to be given under this Declaration shall be personally served or sent by registered or certified mail, return receipt requested, to the Declarant or any future owner of the Lots at the address of such Lot. Any notice given by mail pursuant hereto shall be deemed received forty-eight (48) hours after such notice is deposited in the United States mail, with postage fully prepaid.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this instrument on the day and year first above written.

"Declarant"

MEADOW OAKS DEVELOPMENT COMPANY,
a California general partnership

By: Meadow Oaks Development Corp.,
a California corporation
Its: General Partner

By: [Signature]
Its: PRESIDENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On JUNE 5, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared BERNARD F. BURGER, personally known to me (proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the PRESIDENT of Meadow Oaks Development Corp., the corporation that executed the within instrument on behalf of Meadow Oaks Development Company, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



Louisa Marbella Kim
Notary Public

EXHIBIT "A"

"Driveway Easement Arsa"

A 30.00 foot easement for ingress and egress, the centerline of which is described as follows:

Commencing at the Southwesterly corner of Lot 47 of Tract 13403 as shown by Map on file in Book 123, Pages 18 - 26, Records of Riverside County, California;

THENCE, North $12^{\circ} 49' 28''$ West along the Westerly line of Lot 47, a distance of 30.76 feet to the Northerly right of way of Calle Juanito and the TRUE POINT OF BEGINNING;

THENCE, continuing North $12^{\circ} 49' 28''$ West, along the Westerly line of Lots 47, 46, 45 and 44, a distance of 915.00 feet;

The sidelines of said easement to be prolonged or shortened as necessary to provide a full and continuous 30.00 feet.

Continental Land Title Co.

Recording requested by and
when recorded return to:

204636

LEVEN & BENEZRA
10850 Wilshire Boulevard
Suite 600
Los Angeles, California 90024
Attention: Gary E. Leven, Esq.

RECEIVED FOR RECORD
AT 2:30 O'CLOCK A.M.
At Request of
CONTINENTAL LAND TITLE CO
JUN 21 1989
Registered in Official Records
of Riverside County, California
William E. Frank
PRESIDENT

1/13

**DECLARATION ESTABLISHING EASEMENT RIGHTS
AND OBLIGATIONS**

THIS DECLARATION ESTABLISHING EASEMENT RIGHTS AND
OBLIGATIONS (the "Declaration") is made this 21 day of
JUNE, 1989, by MEADOW OAKS DEVELOPMENT COMPANY, a
California general partnership ("Declarant").

RECITALS:

A. Declarant is the owner of that certain real property
located in the County of Riverside, State of California, more
particularly described as lots 38, 39, 41 and 43 of Tract No.
13403 as shown on file in Book 123, Pages 18 through 26, in-
clusive, of Maps, Records of Riverside County, California (the
"Lots", collectively, or "Lot (lot number)", individually).

B. Declarant desires to create, establish, reserve and
grant non-exclusive easements appurtenant to the Lots for the
purpose of vehicular and pedestrian ingress, egress and access
on, over and across those certain portions of Lots 38 and 39,
more particularly described in Exhibit "A" attached hereto and
incorporated herein by this reference ("Driveway Easement
Areas").

C. Declarant desires to define the proper means of main-
tenance and repair of the Driveway Easement Areas and the respec-
tive rights, obligations and liabilities by and among the owners
and users of the Driveway Easement Areas.

NOW, THEREFORE, in furtherance of the foregoing, Declarant
does hereby declare and covenant as follows:

1. Reservation and Grant of Driveway Easement Areas.
Declarant hereby expressly creates, establishes, reserves and
grants to itself, its grantees, successors and assigns, non-
exclusive easements appurtenant to the Lots for purposes of
vehicular and pedestrian ingress, egress and access on, over and
across the Driveway Easement Areas.

2. Maintenance of the Driveway Easement Areas. The
owners of the Lots shall, at their sole cost and expense,
maintain the Driveway Easement Areas in a neat, clean, safe and
attractive condition at all times. The owner or owners of each
Lot shall be responsible for twenty-five percent (25%) of all
such repair and maintenance costs.

3. Indemnification.
The owner of each of the Lots agrees to defend,
indemnify, and save harmless the owner of each of the other Lots
from and against any and all liability, loss, damage, costs,
claims and expenses, including litigation expenses, resulting
from injury to or death of any person, or from damage, loss or
destruction of property arising out of, or in any way connected
with, its use of the Driveway Easement Areas or use by its
successors, assigns, guests, agents, employees, invitees,
licensees, contractors or subcontractors.

03-110363-01

4. Insurance. During the existence of the easements reserved and granted hereunder, the owner of the Lots shall, at their sole cost and expense, maintain or cause to be maintained, in full force and effect, public liability and property damage insurance with respect to the Driveway Easement Areas. The policy or policies to be taken out shall provide minimum limits with respect to public liability of \$1,000,000.00 for any one person, and for any one occurrence; and with respect to property damage, \$1,000,000.00. The owners of all of the Lots shall be added as named insureds under each of said policy or policies and shall be provided with copies of all such insurance policies (or certificates thereof).

5. General Provisions.

A. Enforcement. The owner of each of the Lots shall have the right to enforce, by proceedings at law or in equity, all of the terms and provisions of this Declaration, including, without limitation, the right to institute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said terms and/or provisions, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

B. Attorneys' Fees. In the event that a legal action is filed by the owner of any of the Lots to enforce the terms or provisions hereof, to declare rights hereunder or to resolve any controversy, claim or dispute regarding the terms and provisions of this Declaration, the prevailing party shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees, as may be fixed by a court of competent jurisdiction.

C. Construction. The terms and provisions of this Declaration shall be liberally construed to effectuate Declarant's express intent to create non-exclusive easements appurtenant to the Lots for vehicular and pedestrian ingress, egress and access, on, over and across the Driveway Easement Areas. The section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

D. Waiver. The failure of the owner of any of the Lots to enforce any term or provision of this Declaration shall not constitute a waiver of the right to enforce the same term or provision, or any other term or provision, thereafter. No waiver of any provision of this Declaration shall be deemed or shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided.

E. Severability. If any clause, sentence or other portion of this Declaration shall be held by any court of competent jurisdiction to be unenforceable for any reason, the remaining portions thereof shall remain in full force and affect.

F. Mortgagee Protection. A violation of the terms and provisions set forth herein shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on all or any portion of the Lots. As a subsequent owner of all or any portion of the Lots shall be bound by the terms and provisions set forth herein, without regard to whether such owner's title was acquired by foreclosure, a trustee's sale or otherwise.

G. Time. Time is of the essence with respect to the matters set forth herein.

H. Termination or Amendment. This Declaration, may not be terminated or amended without the express written consent of the then current owners of the Lots and Declarant (so long as Declarant owns any real property within Tract No. 13403).

I. Inurement. This Declaration, and each of the terms and provisions herein (including, but not limited to, covenants, conditions, restrictions, reservations, easements, liens and charges), shall run with the Lots and shall inure to the benefit of, and be binding upon, Declarant and all future owners of the Lots, and their successors, assigns and grantees.

J. Notice. Any payment required to be made or any notice, statement or demand required or desired to be given under this Declaration shall be personally served or sent by registered or certified mail, return receipt requested, to the Declarant or any future owner of the Lots at the address of such Lot. Any notice given by mail pursuant hereto shall be deemed received forty-eight (48) hours after such notice is deposited in the United States mail, with postage fully prepaid.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this instrument on the day and year first above written.

"Declarant"

MEADOW OAKS DEVELOPMENT COMPANY,
a California general partnership

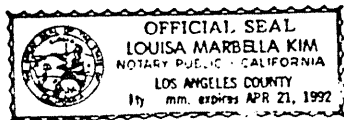
By: Meadow Oaks Development Corp.,
a California corporation
Its: General Partner

By: *D.F. Burger*
Its: PRESIDENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On JUNE 5, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared BERNARD F. BURGER, personally known to me (proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the PRESIDENT of Meadow Oaks Development Corp., the corporation that executed the within instrument on behalf of Meadow Oaks Development Company, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



Louisa Marbella Kim
Notary Public

EXHIBIT "A"

"Driveway Easement Area"

Being a portion of Lots 38 and 39 of Tract 13403 as shown by Map on file in Book 123, Pages 18 - 26, Records of Riverside County, California, described as follows:

Commencing at the Northwestern corner of Lot 39 of said Tract 13403; thence, North $73^{\circ} 02' 45''$ East, along the Northerly line of said Lot 39, a distance of 30.00 feet to the Easterly right of way of Avenida Dolores and the TRUE POINT OF BEGINNING and the beginning of a non-tangent curve concave Westerly and having a radius of 230 feet and a radial bearing of North $73^{\circ} 02' 45''$ East;

THENCE, Southerly along said curve and right of way through a central angle of $03^{\circ} 44' 22''$ and an arc length of 15.01 feet;

THENCE, North $73^{\circ} 02' 45''$ East, 273.45 feet;

THENCE, North $29^{\circ} 01' 45''$ East, 86.42 feet;

THENCE, North $21^{\circ} 29' 22''$ East 79.82 feet;

THENCE, North $77^{\circ} 10' 32''$ East, 32.34 feet to a point on the Westerly line of Lot 43 of said Tract 13403;

THENCE, North $12^{\circ} 49' 28''$ West, along said Westerly line, 30 feet to the Northwest corner thereof;

THENCE, North $34^{\circ} 35' 04''$ West, along the Southwesterly line of Lot 42 of said Tract 13403, a distance of 330.55 feet to the Southwest corner of Lot 41 of said Tract;

THENCE, North $18^{\circ} 16' 47''$ West, along the Westerly line of said Lot 41, a distance of 22.15 feet;

THENCE, South $71^{\circ} 43' 13''$ West, 30 feet;

THENCE, South $18^{\circ} 16' 47''$ East, 26.45 feet;

THENCE, South $34^{\circ} 35' 04''$ East, 136.30 feet;

THENCE, South $23^{\circ} 45' 23''$ East, 199.53 feet;

THENCE, South $21^{\circ} 29' 22''$ West, 66.26 feet;

THENCE, South $29^{\circ} 01' 45''$ West, 72.32 feet;

THENCE, South $73^{\circ} 02' 45''$ West 261.32 feet to the Easterly right of way of Avenida Dolores and the beginning of a non-tangent curve concave Westerly and having a radius of 230 feet and a radial bearing of North $69^{\circ} 18' 23''$ East;

THENCE, Southerly along said curve and right of way through a central angle of $03^{\circ} 44' 22''$, on arc length of 15.01 to the TRUE POINT OF BEGINNING;

The sidelines of said easement to be prolonged or shortened as necessary to provide a full and continuous 30.00 feet.

EASEMENT 5 TRACT 13403

S&A SURVEYING INC.
CONSTRUCTION - MAPPING - DESIGN
27718 Jefferson Ave., Suite 104
Temecula, California 92390 • (714) 676-8583



AVENIDA BOSQUE

SCALE
1" = 200'



41

37

S 71° 43' 13" W 80.00'
S 18° 16' 47" E 26.45'
38
S 31° 35' 04" E 156.30'
S 23° 15' 23" E 199.53'
S 21° 29' 22" W 66.28'

N 18° 16' 47" W 22.15

N 31° 35' 04" W 330.55'
42

EASEMENT #5

N 73° 02' 45" E 30.00'

S 29° 01' 45" W 72.32'
S 75° 02' 45" W 261.32'
39

N 12° 19' 28" W 30.00'

N 77° 10' 32" E 32.34'

N 21° 29' 22" E 79.82' 43

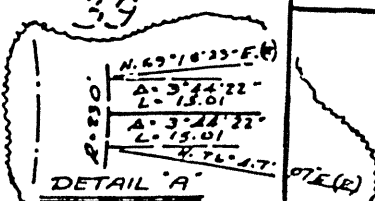
N 29° 01' 45" E 86.42'

SEE DETAIL "A"

1.500

N 73° 02' 45" E 1275.45'

AVENIDA DOLORES



201.012

END RECORDED DOCUMENT

Continental Land Title Co.

Recording requested by and when recorded return to:

Leven & Benezra
10850 Wilshire Boulevard, Suite 600
Los Angeles, California 90024
Attn: Gary E. Leven, Esq.

RECEIVED FOR RECORD
AT 8:00 O'CLOCK A.M.
At Request of
CONTINENTAL LAND TITLE CO
JUN 21 1989
Presented to Official Recorder
of Riverside County, California
William E. Standy
RECORDER
Fee \$ 15

204632

5/15

DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS

THIS DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS (the "Declaration") is made this 21 day of June, 1989, by MEADOW OAKS DEVELOPMENT COMPANY, a California general partnership ("Declarant").

RECITALS:

A. Declarant is the owner of that certain real property located in the County of Riverside, State of California, as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Lots", or each lot individually as the "Lot").

B. Declarant desires to create, establish, reserve and grant non-exclusive easements appurtenant to the Lots for the purpose of vehicular and pedestrian ingress, egress and access on, over and across certain portions of the Lots, more particularly described in Exhibit "B", attached hereto and incorporated herein by this reference ("Driveway Easement Areas").

C. Declarant desires to define the proper means of maintenance and repair of the Driveway Easement Areas and the respective rights, obligations and liabilities by and among the owners and users of the Driveway Easement Areas.

NOW, THEREFORE, in furtherance of the foregoing, Declarant does hereby declare and covenant as follows:

1. Reservation and Grant of Driveway Easement Areas. Declarant hereby expressly creates, establishes, reserves and grants to itself, its grantees, successors and assigns, a non-exclusive easement appurtenant to each Lot for purposes of vehicular and pedestrian ingress, egress and access on, over and across the Driveway Easement Area located on each and every other Lot.

2. Maintenance of the Driveway Easement Areas. The owner or owners of the Lots shall maintain the Driveway Easement Areas in a neat, clean, safe and attractive condition at all times. The owner or owners of each Lot shall be responsible for one-third (1/3) of all such repair and maintenance costs.

3. Indemnification. The owner of each Lot agrees to defend, indemnify, and save harmless, the owner of each and every other Lot from and against any and all liability, loss, damage, costs, claims and expenses, including litigation expenses, resulting from injury to or death of any person, or from damage, loss or destruction of property arising out of, or in any way connected with, its use of the Driveway Easement Areas located on each and every other Lot, including but not limited to, use by its successors, assigns, guests, agents, employees, invitees, licensees, contractors or subcontractors.

4. Insurance. During the existence of the easement reserved and granted hereunder, the owner of each Lot shall, at its sole cost and expense, maintain or cause to be maintained, in

03-110363-01

full force and effect, public liability and property damage insurance with respect to the Driveway Easement Area located on such Lot. The policy or policies to be taken out by the owner of each Lot shall provide minimum limits with respect to public liability of One Million Dollars (\$1,000,000.00) for any one person and for any one occurrence; and with respect to property damage, One Million Dollars (\$1,000,000.00). The owner of each Lot shall be added as a named insured under said policy or policies of the owner of each and every other Lot. The owner of each Lot shall provide the owner of each and every other Lot with copies of all such insurance policies (or certificates thereof).

5. General Provisions.

(a) Enforcement. The owner of any of the Lots shall have the right to enforce, by proceedings at law or in equity, all of the terms and provisions of this Declaration, including, without limitation, the right to institute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said terms and/or provisions, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

(b) Attorneys' Fees. In the event that a legal action is filed by the owner of any of the Lots to enforce the terms or provisions hereof, to declare rights hereunder or to resolve any controversy, claim or dispute regarding the terms and provisions of this Declaration, the prevailing party shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees, as may be fixed by a court of competent jurisdiction.

(c) Construction. The terms and provisions of this Declaration shall be liberally construed to effectuate Declarant's express intent to create a reciprocal and cooperative plan for vehicular and pedestrian ingress, egress and access, on, over and across the Driveway Easement Areas. The section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

(d) Waiver. The failure of any owner of any of the Lots to enforce any term or provision of this Declaration shall not constitute a waiver of the right to enforce the same term or provision, or any other term or provision, thereafter. No waiver of any provision of this Declaration shall be deemed or shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided.

(e) Severability. If any clause, sentence or other portion of this Declaration shall be held by any court of competent jurisdiction to be unenforceable for any reason, the remaining portions thereof shall remain in full force and effect.

(f) Mortgagee Protection. A violation of the terms and provisions set forth herein shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on all or any portion of any of the Lots. Each subsequent owner of all or any portion of each Lot shall be bound by the terms and provisions set forth herein, without regard to whether such owner's title was acquired by foreclosure, a trustee's sale or otherwise.

(g) Time. Time is of the essence with respect to the matters set forth herein.

(h) Termination or Amendment. This Declaration may not be terminated or amended without the express written consent of the then current owners of all of the Lots and Declarant (so long as Declarant owns any real property within Tract No. 13403).

(i) Inurement. This Declaration, and each of the terms and provisions herein (including, but not limited to, covenants, conditions, restrictions, reservations, easements, liens and charges), shall run with all of the Lots and shall inure to the benefit of, and be binding upon, Declarant and all future owners of all of the Lots, and their successors, assigns and grantees.

(j) Notices. Any payment required to be made or any notice, statement or demand required or desired to be given under this Declaration shall be personally served or sent by registered or certified mail, return receipt requested, to the Declarant or any future owner of any of the Lots at the address of such Lot. Any notice given by mail pursuant hereto shall be deemed received forty-eight (48) hours after such notice is deposited in the United States mail, with postage fully prepaid.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this instrument on the day and year first above written.

"Declarant"

MEADOW OAKS DEVELOPMENT COMPANY,
a California general partnership

By: MEADOW OAKS DEVELOPMENT CORP.,
a California corporation
Its: General Partner

By: *B. F. Burger*
Its: PRESIDENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On JUNE 5, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared BERNARD F. BURGER, personally known to me (proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the PRESIDENT of Meadow Oaks Development Corp., the corporation that executed the within instrument on behalf of Meadow Oaks Development Company, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



Louisa Marbella Kim
Notary Public



EXHIBIT "A"

"Lots"

Lot 13 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 14 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 15 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

"Driveway Easement Areas"

A 30.00 foot easement for ingress and egress, the centerline of which is described as follows:

Commencing at the Northeasterly corner of Lot 14 of Tract 13402 and shown by Map on file in Book 123, Pages 18 - 26, Records of Riverside County, State of California;

THENCE, South $17^{\circ} 01' 50''$ East, along the Easterly line of said Lot 14, a distance of 30.00 feet to the TRUE POINT OF BEGINNING;

THENCE, continuing South $17^{\circ} 01' 50''$ East, along said Easterly line, a distance of 577.00 feet;

The sidelines of said easement to be prolonged or shortened as necessary to provide a full and continuous 30.00 feet.

EASEMENT I TRACT 13403

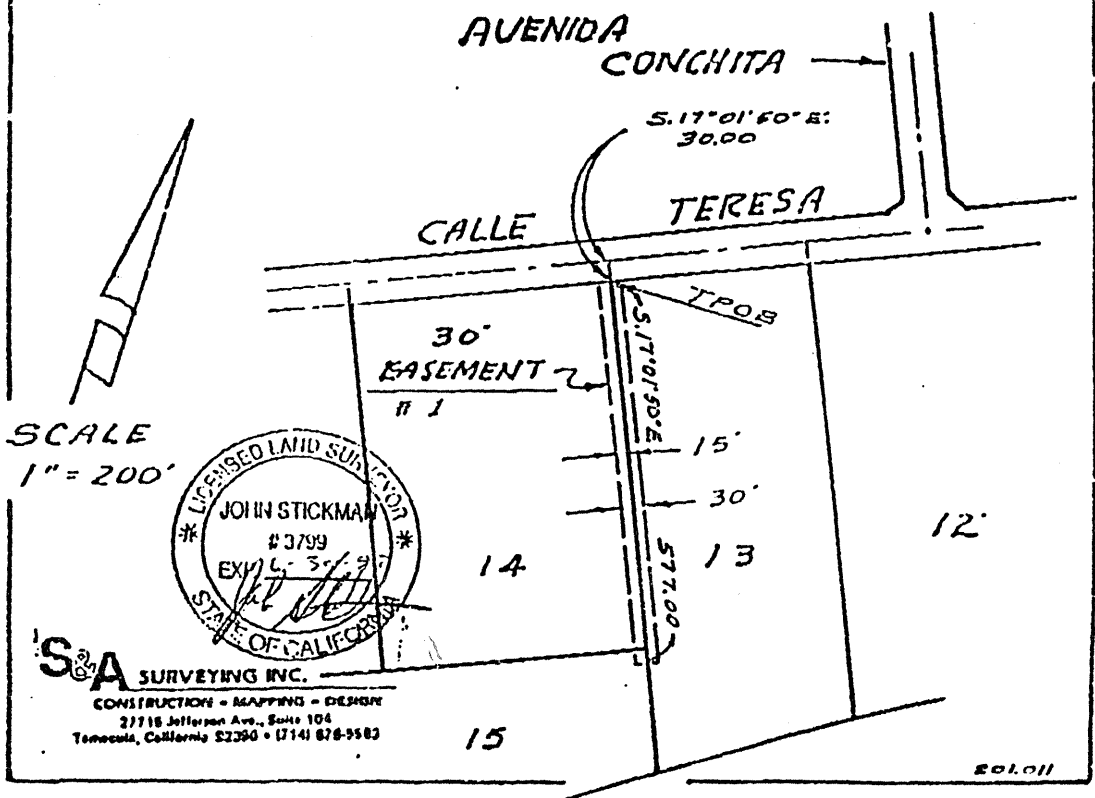


EXHIBIT "B"

Continental Land Title Co.

Recording requested by and when recorded return to:

Leven & Benezra
10850 Wilshire Boulevard, Suite 600
Los Angeles, California 90024
Attn: Gary E. Leven, Esq.

204633

RECEIVED FOR RECORD
AT 8:30 O'CLOCK A.M.

At Request of
CONTINENTAL LAND TITLE CO

JUN 21 1989

Recorded in Official Records
of Riverside County, California

William E. Stearns
RECORDER

Page 9

5/15

DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS

THIS DECLARATION ESTABLISHING EASEMENT RIGHTS AND OBLIGATIONS (the "Declaration") is made this 5th day of June, 1989, by MEADOW OAKS DEVELOPMENT COMPANY, a California general partnership ("Declarant").

RECITALS:

A. Declarant is the owner of that certain real property located in the County of Riverside, State of California, as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Lots", or each lot individually as the "Lot").

B. Declarant desires to create, establish, reserve and grant non-exclusive easements appurtenant to the Lots for the purpose of vehicular and pedestrian ingress, egress and access on, over and across certain portions of the Lots, more particularly described in Exhibit "B", attached hereto and incorporated herein by this reference ("Driveway Easement Areas").

C. Declarant desires to define the proper means of maintenance and repair of the Driveway Easement Areas and the respective rights, obligations and liabilities by and among the owners and users of the Driveway Easement Areas.

NOW, THEREFORE, in furtherance of the foregoing, Declarant does hereby declare and covenant as follows:

1. Reservation and Grant of Driveway Easement Areas. Declarant hereby expressly creates, establishes, reserves and grants to itself, its grantees, successors and assigns, a non-exclusive easement appurtenant to each Lot for purposes of vehicular and pedestrian ingress, egress and access on, over and across the Driveway Easement Area located on each and every other Lot.

2. Maintenance of the Driveway Easement Areas. The owner or owners of the Lots shall maintain the Driveway Easement Areas in a neat, clean, safe and attractive condition at all times. The owner or owners of each Lot shall be responsible for twenty percent (20%) of all such repair and maintenance costs.

3. Indemnification. The owner of each Lot agrees to defend, indemnify, and save harmless, the owner of each and every other Lot from and against any and all liability, loss, damage, costs, claims and expenses, including litigation expenses, resulting from injury to or death of any person, or from damage, loss or destruction of property arising out of, or in any way connected with, its use of the Driveway Easement Areas located on each and every other Lot, including but not limited to, use by its successors, assigns, guests, agents, employees, invitees, licensees, contractors or subcontractors.

4. Insurance. During the existence of the easement reserved and granted hereunder, the owner of each Lot shall, at its sole cost and expense, maintain or cause to be maintained, in

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full force and effect, public liability and property damage insurance with respect to the Driveway Easement Area located on such Lot. The policy or policies to be taken out by the owner of each Lot shall provide minimum limits with respect to public liability of One Million Dollars (\$1,000,000.00) for any one person and for any one occurrence; and with respect to property damage, One Million Dollars (\$1,000,000.00). The owner of each Lot shall be added as a named insured under said policy or policies of the owner of each and every other Lot. The owner of each Lot shall provide the owner of each and every other Lot with copies of all such insurance policies (or certificates thereof).

5. General Provisions.

(a) Enforcement. The owner of any of the Lots shall have the right to enforce, by proceedings at law or in equity, all of the terms and provisions of this Declaration, including, without limitation, the right to institute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said terms and/or provisions, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

(b) Attorneys' Fees. In the event that a legal action is filed by the owner of any of the Lots to enforce the terms or provisions hereof, to declare rights hereunder or to resolve any controversy, claim or dispute regarding the terms and provisions of this Declaration, the prevailing party shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees, as may be fixed by a court of competent jurisdiction.

(c) Construction. The terms and provisions of this Declaration shall be liberally construed to effectuate Declarant's express intent to create a reciprocal and cooperative plan for vehicular and pedestrian ingress, egress and access, on, over and across the Driveway Easement Areas. The section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

(d) Waiver. The failure of any owner of any of the Lots to enforce any term or provision of this Declaration shall not constitute a waiver of the right to enforce the same term or provision, or any other term or provision, thereafter. No waiver of any provision of this Declaration shall be deemed or shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided.

(e) Severability. If any clause, sentence or other portion of this Declaration shall be held by any court of competent jurisdiction to be unenforceable for any reason, the remaining portions thereof shall remain in full force and effect.

(f) Mortgagee Protection. A violation of the terms and provisions set forth herein shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on all or any portion of any of the Lots. Each subsequent owner of all or any portion of each Lot shall be bound by the terms and provisions set forth herein, without regard to whether such owner's title was acquired by foreclosure, a trustee's sale or otherwise.

(g) Time. Time is of the essence with respect to the matters set forth herein.

(h) Termination or Amendment. This Declaration may not be terminated or amended without the express written consent of the then current owners of all of the Lots and Declarant (so long as Declarant owns any real property within Tract No. 13403).

(i) Inurement. This Declaration, and each of the terms and provisions herein (including, but not limited to, covenants, conditions, restrictions, reservations, easements, liens and charges), shall run with all of the Lots and shall inure to the benefit of, and be binding upon, Declarant and all future owners of all of the Lots, and their successors, assigns and grantees.

(j) Notices. Any payment required to be made or any notice, statement or demand required or desired to be given under this Declaration shall be personally served or sent by registered or certified mail, return receipt requested, to the Declarant or any future owner of any of the Lots at the address of such Lot. Any notice given by mail pursuant hereto shall be deemed received forty-eight (48) hours after such notice is deposited in the United States mail, with postage fully prepaid.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this instrument on the day and year first above written.

"Declarant"

MEADOW OAKS DEVELOPMENT COMPANY,
a California general partnership

By: MEADOW OAKS DEVELOPMENT CORP.,
a California corporation
Its: General Partner

By: *B.F. Burger*
Its: PRESIDENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On JUNE 5, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared BERNARD F. BURGER, personally known to me (proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the PRESIDENT of Meadow Oaks Development Corp., the corporation that executed the within instrument on behalf of Meadow Oaks Development Company, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



Louisa Marbella Kim
Notary Public

EXHIBIT "A"

"Lots"

Lot 8 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 9 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 51 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 52 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

Lot 53 of Tract No. 13403 as shown on file in Book 123, Pages 18 to 26, inclusive, of Maps, Records of Riverside County, California.

204633

EXHIBIT "B"

"Driveway Easement Areas"

A 30.00 foot easement for ingress and egress, the centerline of which is described as follows:

Commencing at the radius point on the most Easterly end of Calle Teresa in Tract 13403 as shown by Map on file in Book 123, Pages 18 - 26, Records of Riverside County, California, said point also being the Northweste:ly corner of Lot 9 of said Tract 13403;

THENCE, South $85^{\circ} 57' 37''$ East, along the Northerly line of said Lot 9, a distance of 50.00 feet to the right of way line and TRUE POINT OF BEGINNING;

THENCE, continuing South $86^{\circ} 57' 37''$ East, along the Northerly line of said Lot 9, a distance of 449.73 feet to the Northeastly corner of said Lot, said point also being Point "A";

THENCE, South $12^{\circ} 49' 28''$ East, along the Easterly line of said Lot 9, a distance of 223.00 feet;

Beginning at herein above described Point "A"; thence, North $12^{\circ} 49' 28''$ West, along the Westerly line of Lot 52, a distance of 127.00 feet;

The sidelines of said easement to be prolonged or shortened as necessary to provide a full continuous 30.00 feet.

204633

EASEMENT 2 TRACT 13403

S&A SURVEYING INC.
 CONSTRUCTION - MAPPING - DESIGN
 27715 Jefferson Ave., Suite 104
 Temecula, California 92290 • (714) 676-5893



SCALE 1" = 200'

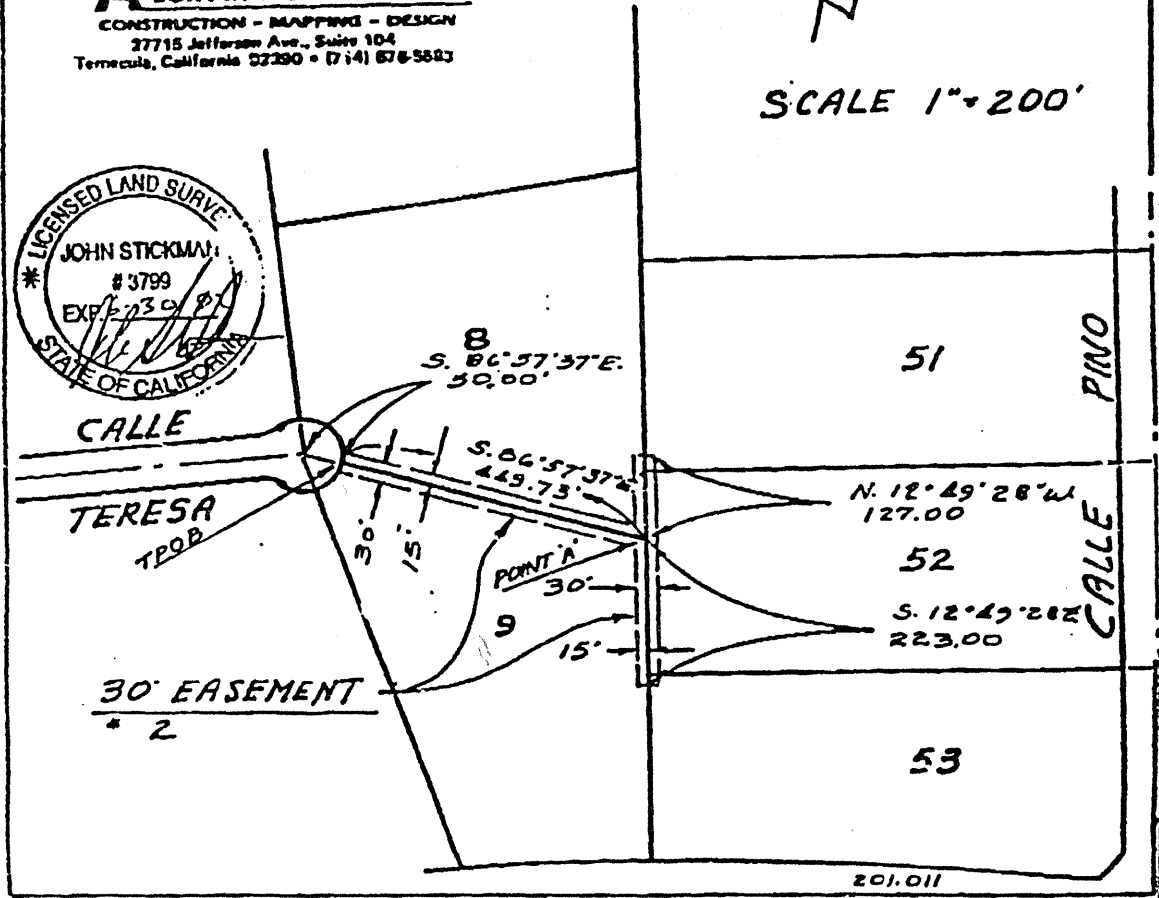
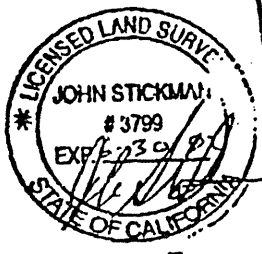


EXHIBIT "B"

Supp. 3, 7, 1, 2

BYLAWS OF
MEADOW OAKS
HOMEOWNERS' ASSOCIATION

ARTICLE I
IDENTIFICATION

Section 1. Name. The name of the Association is MEADOW OAKS HOMEOWNERS' ASSOCIATION (hereinafter referred to as the "Association").

Section 2. Principal Office. The principal office of the Association is hereby fixed and located at:

Section 3. Bylaws and Applicability. The provisions of these Bylaws are applicable to the project known as Meadow Oaks (herein the "Project") which is located in Riverside County, California, and more particularly described as:

Lots 1 thru 53, inclusive, of Tract No. 13403, in the unincorporated area of Riverside County, State of California, as per Map recorded in Book 123, Pages 18 thru 26 of Maps, in the Office of the County Recorder of said County.

All present or future Owners, tenants, future tenants, or their employees, or any other person that might use the Lots or Common Area within the Project in any manner, are subject to the regulations set forth in these Bylaws, and as the same may be amended from time to time as herein provided. The mere acquisition or rental of any of the Lots of the Project or the mere act of occupancy of any of the Lots or use of the Common Areas and property (as Owner, lessee, invitee or otherwise) will signify that these Bylaws are accepted, ratified, and will be complied with.

Section 4. Definitions. Each and every definition set forth in Section I of the Declaration of Covenants, Conditions and Restrictions, Establishment of Association and Establishment of Development Review Committee shall have the same meaning herein as therein, and each and every such definition is incorporated by reference herein and made a part hereof.

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ARTICLE II
MEMBERSHIP

Section 1. Membership. Every person or entity who or which is an Owner of a fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot in the Project merely as security for the performance of an obligation.

Section 2. Voting Rights. The Association shall have one (1) class of voting membership, as follows:

Each member of the Association shall be entitled to one (1) vote for each Lot owned by such member. Every member entitled to vote at any election of the Board may cumulate his votes and give any candidate a number of votes equal to the number of votes which the member has, multiplied by the number of directors to be elected. The right to vote may not be severed from any such Lot and any sale, transfer or conveyance of any such lot to a new Owner shall operate to transfer the appurtenant vote.

Any provision in the governing instruments calling for membership approval of action to be taken by the association except provisions with respect to the action to enforce the obligations of the subdivider under any completion bond, shall expressly require the vote or written assent of the majority of members.

Section 3. Voting. If more than one (1) party is record Owner of a Lot, the vote for that Lot shall be as decided by said parties between themselves. Such vote may be viva voce or by ballot; provided, however, that all elections for Directors must be by secret written ballot. If a quorum is present, except with respect to the election of Directors, the affirmative vote of the majority of members represented at the meeting and entitled to vote on such matters shall be deemed the act of the Members, unless the vote of a greater number is required by the Declaration of Covenants, Conditions and Restrictions or these Bylaws. A Director who has been elected to office solely by the votes of Members of the Association other than the Subdivider, may be removed from office prior to the expiration of his term of office only by the vote of at least a simple majority of the voting power residing in Members other than the Subdivider.

Section 4. Vesting of Voting Rights. The voting rights attributed to any given Lot in the Project as provided for herein, shall not vest until the assessments provided for hereinbelow have been levied by the Association as against said Lot.

Section 5. Transfer. The Association membership held by any Owner of a Lot shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of such Lot. In the event of such sale or encumbrance, the Association membership may only be transferred, pledged or alienated to a bona fide purchaser of the Lot, or to the mortgagee (or third-party purchaser) of such Lot upon a foreclosure sale. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Place of Meetings. All annual or other meetings of Members shall be held within the Project or at a meeting place as close thereto as possible. Member meetings shall not be held outside of the county in which the subdivision is situated, unless necessitated by unusual conditions.

Section 2. Annual Meetings. The first meeting of the Association will be held no later than 45 days after the closing of the Lot which represents the fifty-first (51st) percentile interest authorized for sale under the Final Subdivision Public Report for this Project, but in no event shall the meeting be held later than six (6) months after the closing of the sale of the first Lot. At the said first meeting, the Members of the Association shall elect a Board of Directors to govern the Association. Thereafter, Member meetings will be held on an annual basis on: the third Thursday in January of each succeeding year at 8:00 p.m., provided, however, that should that day fall upon a legal holiday, then such meeting of members shall be held at the same time and place on the next day thereafter ensuing which is a full business day. At such meetings, Directors shall be elected, reports of the affairs of the Association shall be considered, and any other business may be transacted which is within the powers of the Members of the Association.

Written notice of each annual meeting shall be given to each Member entitled to vote, either personally or by mail or by other means of written communications, charges prepaid, addressed to such Member at his address appearing on the books of the Association or given by him to the Association for the purpose of notice. If any notice or report addressed to the Member at the address of such Member appearing on the books of the Association is returned to the Association by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice or report to the Member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available for the Member upon written demand of the Member at the principal office of the Association for a period of one year from the date of the giving of the notice or report to all other Members.

All such notices shall be given to each Member entitled thereto not less than ten (10) days nor more than ninety (90) days before each annual meeting. Any such notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication. An affidavit of mailing of any such notice in accordance with the foregoing provisions, executed by the Secretary, Assistant-Secretary or any transfer agent of the Association shall be prima facie evidence of the giving of such notice.

Such notices shall specify:

- (a) the place, the date, and the hour of such meeting;
- (b) those matters which the Board, at the time of the mailing of the notice, intends to present for action by the Members;
- (c) if Directors are to be elected, the names of nominees intended at the time of the notice to be presented by management for election.

Section 3. Special Meetings. Special meetings of the Members shall be called at any time there is a vote of a majority of a quorum of the Board of Directors, or upon the receipt of a written request therefor signed by Members representing at least five percent (5%) of the total voting power of the Association. No less than ten (10) days nor more than ninety (90) days written notice shall be given of such meeting. In addition to the matters required by items (a) and, if applicable, (c) of the preceding Section, notice of any

special meeting shall specify the general nature of the business to be transacted, and no other business may be transacted at such meeting.

Section 4. Quorum. The presence in person or by proxy of Owners holding at least fifty-one percent (51%) of the voting power of the membership shall constitute a quorum for the transaction of business at all meetings. In the absence of a quorum at a Member's meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than five (5) days and not more than thirty (30) days from the original meeting date. The quorum for such a meeting shall be at least twenty-five percent (25%) of the total voting power of the Association, present in person or by proxy. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Section 5. Proxies. Every person entitled to vote or execute consents shall have the right to do so either in person or by one or more agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the Secretary of the Association. Any proxy duly executed is not revoked and continues in full force and effect until: (i) an instrument revoking it or a duly executed proxy bearing a later date is filed with the Secretary of the Association prior to the vote pursuant thereto; or (ii) the person executing the proxy attends the meeting and votes in person, provided that no such proxy shall be valid after the expiration of thirty (30) days from the date of its execution, unless the person executing it specifies therein the length of time for which such proxy is to continue in force.

Section 6. Adjourned Meeting and Notice Thereof. Any Members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the Members, the holders of which are either present in person or represented by proxy thereat, but in the absence of a quorum no other business may be transacted at such meeting, except as provided in Section 4 above.

When any Members' meeting, either annual or special, is adjourned for reasons other than the absence of a quorum, for forty-five (45) days or more, or if after adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as provided above, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement of the time and place thereof at the meeting at which such adjournment is taken.

Section 7. Validation of Defectively Called or Noticed Meetings. The transaction of any meeting of Members, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, or who though present, has, at the beginning of the meeting, properly objected to the transaction of any business because the meeting was not lawfully called or convened, or to particular matters of business legally required to be included in the notice, but not so included, signs a written Waiver of Notice, or a written consent to the holding of such meeting, or gives written approval of the minutes thereof. All such Waivers, consents or approvals shall be filed with the Association records or made a part of the Minutes of the meeting.

Section 8. Any action which may be taken by the vote of Members at a regular or special meeting, except the election of the governing body, may be taken without a meeting if done in compliance with the provisions of Section 7513 of the Corporations Code.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Powers. Subject to limitations of the Declaration as to action to be authorized or approved by the Members, and subject to the duties of Directors as prescribed by the Bylaws, all Association powers shall be exercised by or under the authority of, and the business and affairs of the Directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Directors shall have the following powers, to wit:

First - Enforce the provisions of the Declaration of Covenants, Conditions and Restrictions, and these Bylaws, as well as, any agreement of the Association;

Second - Adopt and publish rules and regulations governing use of the common area and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

Third - Fix, levy and enforce the collection of regular and special assessments in accordance with the Declaration;

Fourth - Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, as so provided in Section 7341 of the California Corporations Code, for a period not to exceed thirty (30) days, for the infraction of published rules and regulations;

Fifth - Impose monetary penalties upon Owners as a disciplinary measure (1) for failure of an Owner to comply with the Bylaws and the Declaration, or (2) as a means of reimbursing the Association for costs incurred by the Association in the repair of damages to the Common Area for which the Owner is allegedly responsible, or (3) to bring an Owner or its Lot into compliance with the Declaration or these Bylaws.

Sixth - Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or the Declaration;

Seventh - Employ independent contractors, or such other employees as they deem necessary, and to prescribe their duties and compensation;

Eighth - Pay taxes and special assessments which are or would become a lien on the entire Project or Common Areas;

Ninth - Enter onto any Lot when necessary, in connection with the maintenance

or construction for which the Association is responsible;

Tenth - To borrow money and incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefore, in the Association name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor, pursuant to a vote or written consent therefor from a majority of the Members of the Association, excluding the vote of the subdivider;

Eleventh - The Board of Directors of the Association shall ordinarily be prohibited from taking any of the following actions, except with the vote or written consent of a majority of the voting power of the Association residing in Members other than the Subdivider:

(i) Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Area or the Owners' Association for a term longer than one year with the following exceptions:

(a) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

(b) Prepaid casualty and/or liability insurance policies of not to exceed three years duration provided that the policy permits for short rate cancellation by the insured.

(ii) Incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of 5% of the budget gross expenses of the Association for that fiscal year.

- (iii) Selling during any fiscal year property of the Association having an aggregate fair market value greater than 5% of the budgeted gross expenses of the Association for that fiscal year.
- (iv) Paying compensation to Members of the Board of Directors or to officers of the Association for services performed in the conduct of the Association's business provided, however, that the Board may cause a Member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.
- (v) Filling of a vacancy on the Board of Directors created by the removal of a Director.
- (vi) Under no circumstances may the Association cause a forfeiture of an Owner's right to use and enjoy his Lot for failure of a Member to comply with provisions of these Bylaws, or the Declaration of Conditions, Covenants & Restrictions, or the rules and regulations of the Association, except (1) by judgment of a court or decision arising out of arbitration, or (2) on account of a foreclosure or sale under a power of sale for failure of the Owner to pay assessments duly levied by the Association, as set forth in Article VIII hereof.

Twelfth - By resolution adopted by a majority of the authorized number of Directors, to designate an executive and other committee, to consist of two or more Directors, to serve at the pleasure of the Board. Unless the Board of Directors shall otherwise prescribe the manner of proceedings of any such committee, meetings of such committee will be regularly scheduled in advance or called at any time by any two (2) Members thereof; otherwise, the provisions of these Bylaws with respect to notice and conduct of meetings of the Board shall govern. Any such committee, to the extent provided in a resolution of the Board, shall have all of the authority of the Board, except with respect to:

- i. The approval of any action for which the Declaration of Covenants

Conditions and Restrictions also require Member approval;

- ii. The filling of vacancies on the Board or in any committee;
- iii. The adoption, amendment or repeal of Bylaws;
- iv. The amendment or repeal of any resolution of the Board;
- v. Any reassessment of Member fees and charges; and
- vi. The appointment of other committees of the Board or the Members thereof.

Section 2. Duties. It shall be the duty of the Board of Directors to:

First - Cause to be kept a complete record of all its acts and Association affairs and to present a statement thereof to the Members at each annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth of the Members of the Association;

Second - Supervise all officers, agents and employees of this Association and see that their duties are properly performed;

Third - Procure and maintain adequate liability and hazard insurance on property owned by the Members of the Association;

Fourth - The Board of Directors shall require that all directors, officers, and employees of the Association handling or responsible for Association funds shall be covered by a fidelity bond. The premium on such bond shall be paid by the Association.

Fifth - Cause the Common Area and fences bounding the Project to be maintained at all times;

Sixth - Do any act directed by the majority of the Owners, unless such act is contrary to the Declaration and these Bylaws;

Seventh - In addition to duties imposed by these Bylaws, be responsible for such other duties which may be imposed by resolutions adopted by the Association at meetings called for the purpose.

Section 3. Number and Qualifications of Directors. The authorized number of Directors shall be five (5) until changed by amendment of the Declaration or these Bylaws; provided that a proposal to reduce the authorized number of Directors below three (3) cannot be adopted if the votes cast against its adoption at a meeting, or the Members not consenting in the case of action by written consent, are equal to more than sixteen and two-thirds percent (16 2/3%) of the outstanding memberships.

Section 4. Election and Term of Office. Five (5) Directors shall be elected at each annual meeting of Members. If any such annual meeting is not held or the Directors are not elected thereat, the Directors may be elected at any special meeting of Members for that purpose. All Directors shall hold office until their respective successors are elected, subject to the provisions of these Bylaws with respect to vacancies on the Board.

Section 5. Vacancies. A vacancy on the Board of Directors shall be deemed to exist in case of (i) the death, resignation or removal of any Director, (ii) a Director having been declared of unsound mind by order of court or convicted of a felony, (iii) a decision to increase the authorized number of Directors, or (iv) failure of the Members to elect the full authorized number of Directors to be voted for at any annual or special meeting of Members at which any Director or Directors are to be elected.

Vacancies on the Board of Directors, except for a vacancy created by the removal of a Director, may be filled by a majority vote of the remaining Directors, though less than a quorum, or by a sole remaining Director, and each Director so elected shall hold office until his successor is elected at an annual or a special meeting of the Members. A vacancy on the Board of Directors created by the removal of a Director by the Board may only be filled after obtaining the vote of a majority of the Members,

excluding the vote of the subdivider.

The Members may elect a Director or Directors at any time to fill any vacancy or vacancies not filled by the Directors. Any such election shall require the consent of the holders of a majority of the outstanding memberships.

Any Director may resign effective upon giving written notice to the President, the Secretary or the Board of Directors of the Association, unless the notice specifies a later time for the effectiveness of such resignation. If the Board of Directors accept the resignation of a Director tendered to take effect at a future time, the Board or the Members shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of this term of office.

Section 6. Place of Meeting. Regular and special meetings of the Board of Directors shall be held within the Project.

Section 7. Organization Meeting. Immediately following each annual meeting of Members, the Board of Directors shall hold a regular meeting at the place of said annual meeting for the purpose of organization, election of officers, and the transaction of other business. Call and notice of such meetings are hereby dispensed with.

Section 8. Other Regular Meetings. Other regular meetings of the Board of Directors shall be held as desired by the Board. Notice of all such regular meetings of the Board of Directors shall be communicated to each Director not less than four days prior to the meeting; provided, however, that notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors for any purpose or purposes shall be called at any time by the President of the Board, or by any two (2) Directors.

Written notice of the time and place of special meetings shall be delivered personally to each Director or communicated to each Director by telephone, or by telegraph or mail, charges prepaid, addressed to him at his address as it is shown upon the records of the Association or, if it is not so shown on such records or is not readily ascertainable, at the place at which the meetings of the Directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company at least seventy-two (72) hours prior to the time of the holding of the meeting. In case such notice is delivered, personally or by telephone, as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing, or delivery, personally or by telephone, as above provided, shall be due, legal and personal notice to such Director.

Regular and special meetings of the Board of Directors shall be open to all Members of the Association provided, however, that Association Members who are not on the Board of Directors may not participate in any deliberation or discussion unless expressly so authorized by a vote of a majority of a quorum of the Board of Directors. The Board of Directors may, however, with the approval of a majority of a quorum of its Members, adjourn a meeting and reconvene in Executive Session to discuss and vote upon such matters it deems appropriate. The nature of any and all business to be considered in Executive Session shall first be announced in open session.

Any notice shall state the date, place and hour of the meeting and the general nature of the business to be transacted, and no other business may be transacted at that meeting.

Section 10. Action Without Meeting. Any action by the Board of Directors may be taken without a meeting if all Members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board and shall have the same force and effect as a unanimous vote of such Directors.

Section 11. Action at a Meeting: Quorum and Required Vote. Presence of a majority of the authorized number of Directors at a meeting of the Board of Directors

constitutes a quorum for the transaction of business, except as hereinafter provided. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all Members participating in such meeting can hear one another. Participation in a meeting as permitted in the preceding sentence constitutes presence in person at such meeting. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number, or the same number after disqualifying one or more Directors from voting, is required by law, by these Bylaws, or the Declaration. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of a Director, provided that any action taken is approved by at least a majority of the required quorum for such meeting.

Section 12. Validation of Defectively Called or Noticed Meetings. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, each of the Directors not present or who, though present, has prior to the meeting or at its commencement, protested the lack of proper notice to him, signs a written Waiver or Notice or a consent to holding such meeting or approves the minutes thereof. All such Waivers, consents or approvals shall be filed with the Association records or made a part of the minutes of the meeting.

Section 13. Adjournment. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the Directors present at any Directors' meeting, either regular or special, may adjourn such meeting until the time fixed for the next regular meeting of the Board.

Section 14. Notice of Adjournment. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of adjournment. Otherwise notice of the time and place of holding an adjourned meeting

need not be given to absent Directors if the time and place be fixed at the meeting adjourned.

Section 15. Fees and Compensation. No Director nor Member of any committee which may be formed to assist the Board shall receive compensation. However, any Director or Member of a committee may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION V

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, Vice-President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant-Secretary, and such other officers as in their judgment may be necessary. Any person may hold more than one (1) office except that the same person cannot be President and Secretary.

Section 2. Election. The Officers of the Association, except such Officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen annually by the Board of Directors, at the organization meeting, and each shall hold his office until his successor shall be elected and qualified, or he shall be disqualified.

Section 3. Subordinate Officers, Etc. The Board of Directors may appoint, and may empower the President to appoint such other Officers as the business of the Association may require, each of whom shall hold office, for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board of Directors may from time to time determine.

Section 4. Removal and Resignation. Any Officer may be removed, either with or without cause, by a majority vote of the Members of the Board of Directors, at any regular or special meeting thereof and his successor elected.

Any Officer may resign at any time by giving written notice to the Board of

Directors or to the President, or to the Secretary of the Association, without prejudice however, to the rights, if any, of the Association under any contract to which such Officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

Section 6. President. The President shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Association. He shall preside at all meetings of the Members and, at all meetings of the Board of Directors. He shall be ex officio a Member of all the standing committees, if any, and shall have the general powers and duties of management usually vested in the officer of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

Section 7. Vice-President. In the absence or disability of the President, the Vice-President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice-President shall have such other powers and perform such other duties as from time to time may be prescribed by the Board of Directors or the Bylaws.

Section 8. Secretary. The Secretary shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office and such other place as the Board of Directors may order, a Book of Minutes of actions taken at all meetings of Directors and Members with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at Directors' meetings, the number of Members present or represented at Members' meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal executive office a membership register, or a duplicate membership register, showing the names of the Members and their addresses.

The Secretary shall give, or cause to be given, notice of all the meetings of the Members and of the Board of Directors required by the Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

Section 9. Treasurer. The Treasurer shall be the chief financial officer of the Association and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the property and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and surplus. Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at all reasonable times be open to inspection by any Director.

The Treasurer shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the Association and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

ARTICLE VI

RULES AND REGULATIONS

Section 1. Adoption. The Board of Directors shall have the power to adopt reasonable rules and regulations for governing the conduct of the Members in the use of the Common Area. Such rules and regulations may be adopted, amended or repealed at any time by the Board of Directors, with or without notice to the membership.

Section 2. Publications. The rules and regulations as adopted, amended or repealed by the Board of Directors shall be mailed to each Member.

Section 3. Violations. Violation of the rules and regulations shall be grounds for temporary suspension of the membership and/or privileges, by the Board of Directors, after notice has been given to the offending Member and a reasonable opportunity to be heard was afforded.

ARTICLE VII

COMMITTEES

Section 1. Committees. The Association shall appoint an Development Review Committee as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE VIII

ASSESSMENTS

Section 1. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of nine (9) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

This Article VIII shall not apply to monetary penalties imposed by the Association as a disciplinary measure (1) for failure of an Owner to comply with the Bylaws and the Declaration, or (2) as a means of reimbursing the Association for costs incurred by the Association in the repair of damages to the Common Area for which the Owner is allegedly responsible, or (3) to bring an Owner or its Lot into compliance with the Declaration or Bylaws.

ARTICLE IX
MISCELLANEOUS

Section 1. Inspection of Association's Books and Records. The membership register, books of account and minutes of meetings of the Members of the Board of Directors and of committees of the Board of Directors of the Association shall be made available for inspection and copying by any Member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place within the subdivision as the governing body shall prescribe.

The Board of Directors shall establish reasonable rules with respect to:

- a) Notice to be given to the custodian of the records by the Member desiring to make the inspection.
- b) Hours and days of the week when such an inspection may be made.
- c) Payment of the cost of reproducing copies of documents requested by a Member.

Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

Section 2. Checks, Drafts, Etc. All checks, drafts or other order for payment of money, notes or other evidences or indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 3. Annual and Other Reports. An annual report consisting of the following shall be distributed within 120 days after the close of the fiscal year.

- (i) A balance sheet as of the end of the year.

- (ii) An operating (income) statement for the fiscal year.
- (iii) A statement of changes in financial position for the fiscal year.
- (iv) Any information required to be reported under Section 8322 of the Corporations Code.

Ordinarily, the annual report referred to above shall be prepared by an independent accountant for any fiscal year in which the gross income of the Association exceeds \$75,000.

If the report referred to above is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

Section 4. Contracts, Etc., How Executed. The Board of Directors, except as in the Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 5. Inspection of Bylaws. The Association shall keep in its principal executive office, (or otherwise provide upon written request of any Member) the original or a copy of the Bylaws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members at all reasonable times during office hours.

Section 6. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the Declaration shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person"

includes a corporation as well as a natural person.

ARTICLE X
AMENDMENTS

Section 1. Requirements. Provided Declarant has conveyed title to all of the lots in said Tract to bona fide purchasers, the then record Owners of not less than seventy-five percent (75%) of the lots in said Tract may at any time amend or annul any or all of the provisions contained in these Bylaws, and any supplement or amendment thereto, by instrument in writing, signed by said Owners.

Notwithstanding the foregoing, the percentage of a quorum of the Members or of the votes of Members other than the Declarants necessary to amend a specific provision in these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under said provisions.

ARTICLE XI
DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS

Section 1. Incorporation. The provisions of the Declaration recorded in the County Recorder's Office of Riverside County on April 8, 1982 as Instrument No. 59532, are hereby incorporated herein by this reference. In the event of a conflict between the provisions of these Bylaws and the provisions of the said Declaration, the provisions of the Declaration shall prevail.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of MEADOW OAKS HOMEOWNERS' ASSOCIATION; and

2. That the foregoing Bylaws, comprising twenty-two (22) pages constitute the Bylaws of said Association as duly adopted by action of the Board of Directors of the Association duly taken on _____, 198__.

IN WITNESS WHEREOF, I have hereunto subscribed my name this _____ day of _____, 198__.

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RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

THIS SPACE FOR RECORDER'S USE ONLY

RESTRICTIVE COVENANT MODIFICATION
(Racial or Otherwise Unlawfully Restrictive Covenant Modification)

Unlawful Restrictive language review requested by:

- I(We)_____have an ownership or are acquiring interest in the property that is covered by the document described below.
- Title Company, Escrow Company, Real Estate Broker, Real Estate Agent, or other party_____ Individual/Company Name
- Riverside County Recorder

The following referenced document contains a restrictive covenant based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955, of the Government Code or ancestry that violates state and federal fair housing laws, and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of redacting and eliminating that restrictive covenant as shown on page(s)_____of the document recorded on_____ in book_____ and page_____ or instrument number_____ of the official records of the County of Riverside.

Attached hereto is a true, correct, and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document being modified, pursuant to subdivision (d) of section 12956 of the Government Code.

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Signature of submitting party

Printed name of submitting party

_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction modification may be recorded.

Or

_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

County Counsel

By:_____

Date:_____

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<https://www.youtube.com/channel/UC1mFEtE-t1F2dz1LmeOjW9w>

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RESTRICTIVE COVENANT MODIFICATION

Services (<https://www.rivcoacr.org/Services>) / Recording Services - ALL (<https://www.rivcoacr.org/RecordingServices>) / Record A Document (<https://www.rivcoacr.org/RecordADocument>) / Restrictive Covenant Modification (<https://www.rivcoacr.org/RestrictiveCovenantModification>)

Chat with us



Removal of Unlawful Discriminatory Covenants from Property Documents

RESTRICTIVE COVENANT MODIFICATION

Under current state law, including AB1466 (https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB1466) effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 (http://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&ionNum=12956.2) allows anyone who believes the property is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language redacted. Unlawful restrictions include those restrictions based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 (https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&ionNum=12955) subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form (https://www.rivcoacr.org/media/Forms/Recorder/Recorder_Sample_Documents/Restrictive%20Covenant%20Modification%20-%20ACR608.pdf)
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language Redacted.
- Submit the completed document to the County Recorder. There is no fee to record this document in Riverside County.

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

RESTRICTIVE COVENANT MODIFICATION-AFFORDABLE HOUSING

Under state law, pursuant to AB 721 effective January 1, 2022, the owner of an affordable housing development can request to modify property documents that restricts the number or size of residences that may be built on a property or that restricts the number of persons that may reside on a property to the extent necessary to allow the affordable housing development to proceed as defined in Government Code 12956.2 and Civil Code 714.6

To Record a Restrictive Covenant Modification-Affordable Housing, you must:

- Complete a Restrictive Covenant Modification-Affordable Housing Form ([https://www.rivcoacr.org/media/Forms/Recorder/Recorder_Sample_Documents/ACR%201003-%20Restrictive%20Covenant%20Modification-Affordable%20Housing%2012_14_2021%20\(005\).pdf](https://www.rivcoacr.org/media/Forms/Recorder/Recorder_Sample_Documents/ACR%201003-%20Restrictive%20Covenant%20Modification-Affordable%20Housing%2012_14_2021%20(005).pdf)); this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language Redacted.
- Submit the completed document to the County Recorder. There is a fee to record this document in Riverside County.

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Riverside County Assessor-County Clerk-Recorder



(/)

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(<https://www.surveymonkey.com/r/MFDHB2D>)

Helpful Links

Auditor-Controller (<https://www.auditorcontroller.org/>)

Clerk of the Board (<https://www.rivcocob.org/>)

County of Riverside (<https://rivco.org/>)

Property Tax Portal (<http://riversidetaxinfo.com/>)

State of California Board of Equalization (<https://www.boe.ca.gov/>)

Treasurer-Tax Collector (<https://www.countytreasurer.org/>)

Office Hours & Locations (</locations-and-hours>)

Phone: (951) 955-6200 (tel:9519556200)

Live Agents from 8 am - 5 pm, M-F

Website By EvoGov (<https://www.evogov.com/>)