

Recording Requested By
First American Title Insurance Company

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

The Hoboy 1989 Trust
20700 Tehaja Road
Murrieta, CA 92562
Attn: Paul Hoboy

363875

RECEIVED FOR RECORD
AT 2:30 O'CLOCK

SEP 16 1993

Department of Official Records
of Riverside County, California

Handwritten signature and initials

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
AND
ESTABLISHMENT OF AN ADMINISTRATIVE COMMITTEE**

THIS DECLARATION is made this 14th day of Sept.,
1993, by Paul Hoboy and Dolores F. Hoboy, Trustees of THE HOBOY
1989 TRUST, hereinafter referred to as "Declarant."

**ARTICLE I
RECITALS**

1.01 Declarant is the owner of certain real property in
the County of Riverside, State of California, more particularly
described as follows:

Lots 1 through 6 inclusive, and the Burl Oaks
Court private roadway easement described as
Lot "D" of Tract Map 27362 filed in the
Official Records of the County of Riverside,
California, Book _____, Pages _____ through
_____, hereinafter referred to as "Burl Oaks"
or "the Property."

1.02 Declarant desires to subject the Property to the
Conditions, Covenants and Restrictions contained herein, hereafter
referred to as "Restrictions," according to which the Property
shall be held, developed and conveyed. Declarant also desires to

19930916

9 16 93

THIS MICROFILM COPYRIGHTED 1993
BY SECURITY UNION TITLE INSUR-
ANCE COMPANY.

First American Title Insurance Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and validity or as to its effect upon the title to any real property that may be described herein.

First American Title Insurance Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and validity or as to its effect upon the title to any real property that may be described herein.

TR 27362

establish an Administrative Committee for the administration and coordination of the requirements of this Declaration.

1.03 The Restrictions are intended to enhance, but not contradict or contravene the provisions of that "Declaration of Covenants, Conditions and Restrictions" previously recorded on December 30, 1968 as Instrument No. 126373, Records of Riverside County, California (hereafter the "Prior Declaration").

ARTICLE II

GENERAL PROVISIONS

2.01 Establishment of Restrictions.

Declarant hereby declares that the Property is now held and shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the Restrictions herein set forth, each and all of which is for, and shall inure to, the benefit of and pass with each and every Lot of the Property and shall apply to and bind the heirs, assignees and successors in interest of Declarant and any owner thereof.

2.02 Purpose of Restrictions.

The purpose of these Restrictions is to insure proper use and development of the Property, to protect the owner of each Lot against improper use and development of surrounding Lots which might depreciate the value of his Lot or interfere with his beneficial use and enjoyment of his Lot, to secure and maintain proper setbacks from streets, to prevent haphazard and unsightly improvements, and in general to provide adequately for planned use

111077007-57

9 16 93

THIS MICROFILM COPYRIGHTED 1993
BY SECURITY UNION TITLE INSURANCE COMPANY.

and development of the property in accordance with the terms hereof.

2.03 Definitions.

(a) Improvements. "Improvements" shall mean and include grading, trenching, buildings, barns, cages, houses, outbuildings, radio and television antennas, sheds, parking areas, loading areas, fences, walls, driveways, signs, streets, alleys and any other structures of any type or kind.

(b) Declarant. "Declarant" shall mean the undersigned, its successors and assigns.

ARTICLE III

REGULATION OF IMPROVEMENTS

3.01 Minimum Setback Line.

(a) General. No structure of any kind shall be placed on any lot closer to a property line than herein provided. The following structures and improvements are specifically excluded from these setback provisions:

- (1) Underground pipe lines;
- (2) Conduits;
- (3) Ditches;
- (4) Fences (except those over four (4) feet high);
- (5) Streets, alleys and driveways.

(b) Front Yard Setback. The setback line is established fifty-five (55) feet from the front property line along Burl Oaks Court.

110077007-57

9 16 93

THIS MICROFILM COPYRIGHTED 1993
BY SECURITY UNION TITLE INSUR-
ANCE COMPANY.

(b) Subject to the provisions of California law regarding "for sale" signs, all signs shall only be of such size, design, color and location as are specifically approved by the Administrative Committee, referred to in Article V, in writing.

3.06 Building Regulations.

(a) Any building or structure of whatever type shall be properly maintained. No building or other structure shall be built or erected unless the building or other structure is of a quality usual and customary for that type of building or structure and of good quality and design. Structures shall be no more than two stories high. Roofs shall be concrete or clay tile in earth colors, with slopes not less than 3 to 12 or more than 6 to 12 and overhangs of not less than two (2) feet. Exterior walls shall be stucco of white to earthen color. Accent walls and chimneys may be of natural stone, adobe or brick.

(b) Pole lines and silos shall not be permitted.

3.07 Maintenance and Storage.

(a) All Lots shall be properly maintained. Rubbish and debris shall be promptly removed.

(b) No materials, supplies, trailers or equipment including inoperable motor vehicles shall be stored in any area on a Lot except inside a closed building.

3.08 Preservation of Trees.

No trees now or hereafter located on any portion of the Property shall be removed, cut down or in any way damaged or destroyed without the prior written approval of the Administrative

11070077-57

9 16 93

THIS MICROFILM COPYRIGHTED 1993
BY SECURITY UNION TITLE INSUR-
ANCE COMPANY.

Committee referred to in Article V, except this Section 3.08 shall not apply to trees planted for commercial purposes.

3.09 Virus Free Grapes.

No grape vines shall be planted, stored, or transported across any portion of the Property unless prior to such planting, storage or transportation across any portion of the Property of any grape vines, the person or persons undertaking such activity shall secure a certificate from the University of California Agricultural Extension Service that such grape vines are "virus-free" and such certificate shall be delivered to the Administrative Committee, referred to in Article V hereof.

3.10 Building Use and Occupancy.

Only buildings of a type designed for and used as a one family private residence with living space of 3000 square feet or more, together with associated buildings not exceeding 3000 square feet in aggregate, shall be erected or permitted.

ARTICLE IV
ENFORCEMENT

4.01 Abatement and Suit.

Violation or breach of these Restrictions shall give to the Administrative Committee, referred to in Article V, and/or its representative, the right to enter upon the Lot upon or as to which the violation or breach exists and to summarily abate and remove, at the expense of the owner or lessee thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding

9 16 93

THIS MICROFILM COPYRIGHTED 1993
BY SECURITY UNION TITLE INSUR-
ANCE COMPANY.

9 16 93

at law or in equity against the person or persons who have violated or are attempting to violate any of these Restrictions, to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

4.02 Deemed to Constitute a Nuisance.

The result of every act or omission whereby any restriction herein contained is violated is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an owner or lessee, either public or private, shall be applicable against every such result and may be exercised by Declarant, the Administrative Committee or by any owner or lessor of property subject to these Restrictions.

4.03 Attorneys' Fees.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision thereof, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties in such amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

4.04 Inspection.

A designated representative of the Administrative Committee may from time to time at any reasonable hour or hours, enter and inspect any property subject to these Restrictions to ascertain compliance therewith.

4.05 Failure to Enforce Not a Waiver of Rights. The

failure to enforce any restriction herein contained shall in no

H2143498

11 10 11 00 11 25

9 16 93

THIS MICROFILM COPYRIGHTED 1993 BY SECURITY UNION TITLE INSURANCE COMPANY.

event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restrictions.

ARTICLE V

ADMINISTRATIVE COMMITTEE

5.01 Composition of the Committee.

There is hereby created a Burl Oaks Court Administrative Committee (hereinafter the "Committee") originally consisting of three (3) members, designees of the Declarant, as follows:

Dolores F. Hoboy

Karol Ann Tenore

Paul Hoboy

As each Lot in Tract 27362 is sold or conveyed by the Declarant, the owner thereof shall be entitled to designate an additional member until the Committee consists of six (6) members. Thereafter one of Declarant's designees will be replaced by designees of subsequent new owners. In cases of tie votes, one of Declarant's designees shall be entitled to cast an additional vote. In case of a vacancy on the Committee, the respective Lot owner shall designate a successor, and failing to do so the Committee may function without such successor. The majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. At any time, the then record owners of a majority of the Lots of the Property shall have the power, through a duly recorded written instrument, to change the membership of the

111077007-15

9 16 93

THIS MICROFILM COPYRIGHTED 1993
BY SECURITY UNION TITLE INSUR-
ANCE COMPANY.

Committee or to withdraw from the Committee or to restore to the Committee any of its powers and duties; provided, however, no such change in membership or in the powers of the Committee shall be effective without the prior written approval of Declarant so long as Declarant has ownership interest in the Property.

5.02 Committee Approval.

No building or other improvement shall be erected, placed or altered on any Lot until the construction plans and specifications drawn by a duly licensed engineer or architect and a plan showing the location of the building or improvement on the Lot have been approved by the Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, location, enhancement or detracting from the value of surrounding parcels and general aesthetic appearance.

The Committee's approval or disapproval as required in this Declaration shall be by a simple majority and in writing. In the event the Committee or its designated representative fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and such plans and specifications shall be deemed approved as submitted.

5.03 Liability of Committee.

Neither Declarant, the members of the Committee or its representative, their successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any owner or lessees of any parcel affected by this Declaration, by reason of a mistake in judgment, negligence or nonfeasance arising

111077007-45

9 16 93

THIS MICROFILM COPYRIGHTED 1993
BY SECURITY UNION TITLE INSUR-
ANCE COMPANY.

out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every owner or lessee of any Lot within the Property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Declarant, the members of the Committee, or its representative, to recover any such damages.

5.04 Committee Administrative Functions.

(a) Enforcement of Prior Declaration.

The Committee shall, to the degree allowed by law, act for and as the Architectural Control Committee referred to in the Prior Declaration. The Committee shall administer the provisions of the Prior Declaration to the degree and as required thereby.

(b) Enforcement of this Declaration.

The Committee shall administer and enforce the Conditions, Covenants and Restrictions of this Declaration.

(c) Management of the Private Street.

Declarant will utilize its best efforts to assure that Burl Oaks Court is created as and remains a private street. Declarant will also utilize its best efforts to assure that maintenance of such street may be administered by an appropriate governmental entity, such administration to include the levying against all Lots of those fees which may be necessary in order to satisfy maintenance, repair and associated costs. In the event such administration of private street maintenance is not possible, Declarant will either cause the street to be dedicated to Riverside

MICROFILM

9 16 93

THIS MICROFILM COPYRIGHTED 1993
BY SECURITY UNION TITLE INSURANCE COMPANY.

County (or other appropriate governmental entity) or create a property owners' association and otherwise comply with requirements of the California Subdivided Lands Act with respect to the maintenance of these street improvements as private common areas.

(d) Easements and Rights of Way.

The granting of further easements or rights of way anywhere within the Tract or adjacent road rights of way is reserved to the Declarant for so long as Declarant owns real property in Burl Oaks and thereafter to the Committee until the owners of the Lots determine otherwise.

ARTICLE VI

REGULATION OF OPERATIONS AND USES

6.01 Permitted Operations and Uses.

Unless otherwise specifically prohibited herein, any agricultural operation and use will be permitted if it is performed or carried out so as not to cause or produce a nuisance to adjacent parcels.

6.02 Prohibited Operations and Uses.

The following operations and uses are prohibited:

(a) Industrial or manufacturing, but nothing contained herein shall prohibit the drying, packing, canning, freezing and other acceptable methods of processing fruits and nuts on any parcel where such drying, packing, canning, freezing or processing is primarily in conjunction with the agricultural operation on that Lot;

(b) Junk yards or dumps;

(c) Drilling for and/or the removal of oil, gas or

143498

9 16 93

THIS MICROFILM COPYRIGHTED 1993
BY SECURITY UNION TITLE INSUR-
ANCE COMPANY.

other hydrocarbon substances;

- (d) Distillation of bones;
- (e) Fat rendering;
- (f) Stockyard or slaughter of animals;
- (g) Grange halls;
- (h) Farm labor camps;
- (i) Community auctions and yard sales;
- (j) Menageries, alligator, ostrich or fox farms;
- (k) Commercial poultry raising;
- (l) Dairies and dairy purposes;
- (m) Keeping of pigs, sheep or goats.

6.03 Subdivision Regulations.

No owner, lessor or occupant of any portion of the Property, shall subdivide any portion of the Property in any manner, including without limitation, the filing of subdivision maps, lot splits or sales or leases without the prior written approval of the Committee, which approval shall be requested in the manner provided for in Article 5.02. The prior written approval of the Declarant shall also be required so long as Declarant owns a Lot.

M U N I O N T I T L E I N S U R -
A N C E C O M P A N Y

9 16 93

THIS MICROFILM COPYRIGHTED 1993
BY SECURITY UNION TITLE INSUR-
ANCE COMPANY.

700000000000000000

9 16 93

THIS MICROFILM COPYRIGHTED 1993
BY SECURITY UNION TITLE INSUR-
ANCE COMPANY.

ARTICLE VII
TERM TERMINATION, MODIFICATION
AND ASSIGNMENTS OF DECLARANT'S RIGHTS AND DUTIES

7.01 Term.

This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of fifteen (15) years from the date hereof, and thereafter shall be automatically extended for successive periods of fifteen (15) years unless an instrument signed by the owners of five (5) of the six (6) Lots subject to this Declaration shall have been filed and recorded to cancel this Declaration.

7.02 Termination and Modification.

This Declaration, or any provisions hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the written consent of the owners of five (5) of the six (6) Lots subject to these Restrictions; provided, however, that so long as Declarant owns any of the property subject to these Restrictions, no such termination, extension, modification or amendment shall be effective without the prior written approval of Declarant. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the Recorder of Riverside county, California.

7.03 Assignment of Declarant's Rights and Duties.

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned. Upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or she or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.01 Constructive Notice and Acceptance.

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquires an interest in the Property.

8.02 Rights of Mortgagees.

This Declaration shall not supersede or in any way reduce the security or affect the validity of any mortgage or deed of trust; provided, however, that if any portion of the Property is

91693

THIS MICROFILM COPYRIGHTED 1993
BY SECURITY UNION TITLE INSURANCE COMPANY.

9 16 93

sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, and his successors and assigns, shall hold any and all property so purchased subject to all of the provisions of this Declaration.

8.03 Mutuality, Reciprocity; Runs with Land.

All restrictions, covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and Lot of the Property; shall create mutual, equitable servitude upon each Lot in favor of every other Lot; shall create reciprocal rights and obligations between the respective owners of all Lots and privity of contract and estate between all grantees of said Lots, their heirs, successors and assigns; and shall, as to the owner of each Lot, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Lots.

8.04 Paragraph Headings.

Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of the Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

8.05 Effect of Invalidation.

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

1110000111

9 16 93

THIS MICROFILM COPYRIGHTED 1993
BY SECURITY UNION TITLE INSUR-
ANCE COMPANY.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first hereinabove written.

THE HOBOY 1989 TRUST

Dolores F. Hoboy
Dolores F. Hoboy, Trustee

Paul Hoboy
Paul Hoboy, Trustee

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

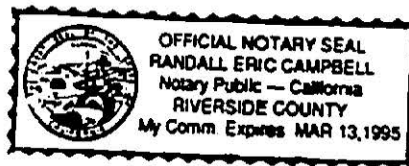
ss.

on SEPTEMBER 14, 1993, before me, RANDALL ERIC CAMPBELL, a Notary Public in and for said state, personally appeared Dolores F. Hoboy, Paul Hoboy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Randall E. Campbell
Signature



9307007-5

9 16 93

THIS MICROFILM COPYRIGHTED 1993 BY SECURITY UNION TITLE INSURANCE COMPANY.