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THE GRIMES FAMILY TRUST
19270 Tenaja Road
Murrieta, California 92562

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Recorded in Official Records
County of Riverside

Gary L. Orso
Assessor, County Clerk & Recorder



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OAK MOUNTAIN RANCH

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS Declaration of Covenants, Conditions and Restrictions is made this August 8th, 2003, by PAUL W. GRIMES AND CAROL M. GRIMES, TRUSTEES OF THE GRIMES FAMILY TRUST, STEPHEN W. LATIMER AND CAROLYN R. LATIMER, AND JOHN F. PEISNER AND PAMELA J. PEISNER, also referred to as "Declarants".

WHEREAS, Declarants are the owners of real property situated in the unincorporated area of Riverside County, State of California, and more particularly described as follows:

Parcels 1-5, and lots C-G, inclusive, as shown by Parcel Map 28266, Recorded on September 25, 2002 as Document number 2002-531663 on file in Book 202, Pages 91 and 92, of Parcel Maps, Official Records of the County Recorder, Riverside County, California.

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

NOW, THEREFORE, Declarants 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 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.

A. DEFINITIONS

1. "Board" means the Board created by Article F of this Declaration.
2. "Control Committee" means the Committee appointed by the Board pursuant to Article F of this Declaration.
3. "Declaration" means this **OAK MOUNTAIN RANCH** PROTECTIVE COVENANT.
4. "Lot" means each lot shown as such on the **OAK MOUNTAIN RANCH** Final Map (Map # 28266 filed in the Office of the County Recorder of Riverside County, California, on , September 25, 2002 as Document number 2002-531663).
5. "Members" means the owner(s) of a Lot, whether one or more persons or entities; however, each Lot shall have only one vote.



B. PROPERTY

1. Description. Exhibit "A" attached hereto is hereby incorporated herein. It embraces a development known as **OAK MOUNTAIN RANCH** and is the property.
2. Sale of Lots. Upon sale of each Lot in **OAK MOUNTAIN RANCH**, the seller shall deliver to the buyer a copy of this Declaration.

C. PLANS AND SPECIFICATIONS

1. General. Minimum size of the Primary Dwelling shall be 3500SF. No building, fence or wall shall be erected or altered on any Lot until plans and specifications drawn to scale, legible, neat and clear as to intent, showing such data and information as the Board may require have been presented to and approved by the Board (or by such individual or individuals, corporation or association as the Board may appoint as its representative) as to materials, external design, color and harmony with the better existing structures on the property.
2. Specific. Building plans and specifications must be prepared and signed by an "Architect" or "Building Designer" (as defined in Chapter 3 of Division III of the Business & Professions Code of California and shall:
 - (a) Include a plot plan, grading plans, roof plans, all elevations, details of construction, outside color samples, fence and wall details, paved driveways and parking areas, and drainage plans for water falling on or flowing onto the Lot.
 - b) Be consistent with the provisions of this Declaration and incorporate design having character, merit and substance. Structures shall be designed with a motif expressing quality and interest, and take into consideration the topography, surrounding landscaping and environment of the Lot. The motif shall be consistent on all elevations. Particular design ingenuity shall be required for building on Lots which are not level. The control Committee may require the Architect and/or Designer to defend the merit of his design at a meeting on the building site.
 - (c) Show compliance with screening requirements, fully detailed.

No grading shall be done until approved by the Control Committee. All prepared building sites shall drain away from the public street and into the natural drainage watercourses.

Plans and specifications of work other than the buildings shall show all relevant data required by the Board.

2. Protection for Owner. Approval or disapproval of plans and specifications shall be in writing. In the event the Board or its representative fails to approve or disapprove or give notice of insufficiency of plans and specifications within thirty (30) days



after plans and specifications have been received by it, approval will be conclusively presumed.

D. BUILDING

1. Front Setbacks. No building shall be erected on any Lot of TENAJA OAKS RANCH less than ONE HUNDRED (100) feet from the front property line, with the exception of the main dwelling on Lot 1 which has a minimum set back of FORTY (40) feet.
2. Single Family Dwelling Only. Not more than one main dwelling house, and one guest house, may be constructed on any Lot, and a dwelling house shall be designed for occupancy and be occupied by not more than one family including extended family.
3. Modular Homes and Mobilehomes. Modular Homes and Mobilehomes are not allowed on any Lot.
4. Height. No structure on any Lot shall be more than one story nor more than Twenty (25) feet in height unless otherwise approved by the Board.
5. Occupancy before completion. No building, any part of which is designed for dwelling purposes, shall be occupied in any manner prior to its completion according to the approved plans, including final finish, painting and cleanup.
6. Ancillary Buildings. Ancillary buildings such as a barn may be erected on a Lot for the use of the persons in possession of the main dwelling, provided that each ancillary building shall conform generally in architectural design and exterior materials and finish to the dwelling to which it is appurtenant. No ancillary building may be built between the main building and any street. All roofs must be of the same material and color as the roof of the main building.
7. Used Buildings. No building constructed elsewhere shall be moved on or onto or reconstructed on any Lot, except as permitted in writing by the Control Committee.
8. Construction Shacks. During the period of any construction, no trailer; mobile home, tent, shack, garage or other structure of a temporary character, other than toilet facilities, shall be moved or erected upon any Lot, except as specifically permitted in writing by the Board. Temporary toilet facilities must be located in an unobtrusive place.
9. Roofs. No structure constructed on any Lot may have a roof covered or coated with white material. No air conditioning, heating or other pipes, ducts, structures or equipment may be constructed, kept or maintained on any roof so as to be visible. The roofs of houses shall



be designed so that they do not unreasonably block the view of adjoining houses.

10. Garages. Each main dwelling house must have an appurtenant Four car garage with Four (4) stalls abreast having a floor area of at least 750 square feet within the lines of support of the roof. All garage doors shall be equipped with automatic opening devices operable from the vehicles regularly garaged therein. All garage doors shall face perpendicular to the centerline of the access road unless the garage door is located at least one hundred (100) feet from the road curb.

11. Driveways. All improved building sites must have an adequate driveway-paved with a two (2) inch asphaltic mix or other approved paving material.

12. Treehouses. No treehouses are permitted on a Lot when visible from any other Lot or from any street.

13. Utility Lines. All telephone, electric and other lines on all Lots shall be below ground level, and all evidence of trenching must be eliminated.

14. Screened Area and Fences.

(a) There shall be on each Lot an area of not less than 150 square feet of enclosed area for, refuse collection and storage, firewood storage, and location of incinerators or propane or other tanks and equipment. Such area must be enclosed with a screening fence at least six (6) feet high.

(b) On all interior fences the more decorative side must be the side visible from adjoining Lots or a street. By way of example, on a board fence with posts and rails, the boards must be on the side of the posts and rails facing adjacent Lots or a street. Fences shall be architecturally in keeping with the main dwelling and shall not be constructed closer to the street than the front setback of the building. All Lot perimeter fence shall be constructed of White Three (3) Rail PVC material.

15. Antenna. No exposed antennae of any type may be installed, constructed, used or maintained on any Lot without the prior written approval of the Board.

E. USE AND MAINTENANCE

1. Appearance.

(b) Every building and structure on each Lot whether enumerated in this Declaration or not shall at all times be maintained in good repair and appearance.



(c) The Board is vested with the authority to require trees, shrubbery and bank coverings to be maintained in a healthy condition.

2. Residential Only. No Lot shall be used other than for single-family residential purposes or agricultural or horticultural purposes. No other commercial use of any kind may be conducted on any Lot.

3. Signs. Except as hereinafter provided, no sign or other advertising device of any character shall be erected or maintained upon any Lot.

(a) On any Lot one sign, not larger than eighteen (18) by twenty-four (24) inches, advertising the Lot for sale may be erected and maintained. No "sold" signs are permitted and the "for sale" signs must be removed when an escrow is opened.

(b) A general contractor, but no subcontractor, who is constructing a dwelling house on a Lot may erect and maintain one sign, not larger than eighteen (18) by twenty-four (24) inches, only during the course of construction.

(c) On any Lot one sign, not larger than 200 square inches, indicating only the name of the occupant may be erected and maintained.

4. Animals. No poultry, fowl, donkeys, sheep, goats, rodents, cattle or swine of any kind shall be bred or kept on a Lot. No more than four (4) horses and two (2) dogs may be kept on a Lot. Dogs shall not be allowed out of an enclosed area without being on a leash. Horse pastures, corrals, barns, and any fencing shall be maintained and kept in clean condition. Any feed storage for animals shall be kept within closed facilities and out of sight. Any deviation from this condition must be approved by the board.

5. Nuisance. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done on any Lot which is or may become an annoyance or nuisance to the neighborhood. Barking dogs shall be deemed an annoyance and nuisance.

6. Trash. No Lot shall be used as a dumping or storage ground for trash (rubbish, trash, garbage, junk or other waste or salvage material). Trash containers must be kept in the screened storage area at all times, except during the day of pickup during which day they may be maintained in the open.

7. Excavating. Dumping of dirt or topsoil on any Lot shall be permitted only if such dirt or topsoil is spread to a new usable grade on said Lot within ten (10) days. Removing dirt or topsoil from any Lot shall be permitted only if the amount is nominal and the Lot is smoothed within ten (10) days.

8. Clearing. The Board is vested with the authority to require Lot clearing to standards established by it.



9. Off-Road Vehicles. Off-Road vehicle tracks for motorcycles and 4-Wheelers are not permitted on any Lot.

10. Skate Board Ramps. Constructed skate Board Ramps are not allowed on any Lot.

10. Storage. Nothing may be stored or maintained on any Lot unless:

(a) It is within the screened area and is not visible therein from any Lot or street; or it is completely housed from view from any Lot or street.

The foregoing applies to, but is not limited to, vehicles, trucks, automobiles under repair, trailers, tractors, farm equipment, recreational vehicles, boats or other conveyances or appliances for transportation and machinery or equipment of any kind.

F. BOARD

1. Board. The Board of Directors is hereby created consisting of all owners within **OAK MOUNTAIN RANCH**. Each Lot shall have one vote in all board decisions.

The Board will meet as needed and when requested by at least two owners.

The Board may establish Bylaws consistent with these covenants. The Bylaws may be amended by future Boards.

2. Powers. It is the duty of the Board to enforce the provisions of this Declaration. The Board may use the Small Claims Court, if necessary.

G. Violations

1. Proceeding. The Board shall hold a hearing on each claimed violation. Not less than ten (10) days notice of said hearing shall be given pursuant to Article I.

2. Proceeding Commenced by Board. When the Board finds that violation exists, a notice of such finding shall be mailed to the owners of the Lot where the violation exists.

2. Encumbrancers. A violation of any of these covenants shall neither defeat nor render invalid the lien of any mortgage or deed of trust made for value which may then exist on a Lot, but said covenants shall be binding upon and effective against any owner where title

to a Lot is acquired by foreclosure, trustee's sale or otherwise. It may be conclusively presumed by the owner of any such encumbrance for value and by any title insurance company insuring the lien of such encumbrance that no violation exists under the



terms of this Declaration upon the recordation of such encumbrance in the Office of the County Recorder of Riverside County at any time before the recordation in said office of a notice of claim of such a violation.

H. AMENDMENTS, RULES AND REGULATIONS

1. Amendment of Declaration. The Board shall administer this Declaration to promote the beauty and safety of the Property, and shall have the power to amend, modify or terminate any or all of the provisions of this Declaration, as to all or any portion of the property by an instrument in writing duly recorded in the Office of the County Recorder of Riverside County. The Board also has the power to amend these protective covenants by adding land hereto, which added land may be subjected to covenants differing from these.

2. Standards. In exercising the powers above granted, the Board shall be guided by the following standards where applicable:

(a) Harmony with the general purpose and intent of this Declaration shall be maintained.

(b) No material detriment shall be imposed on the property or improvements in the vicinity of the Property.

(c) Where an exception is being considered, there shall exist exceptional or extraordinary circumstances or conditions applicable to the property which make exercise of such powers appropriate.

3. Hearing and Notice. A hearing concerning the proposed action shall be conducted by the Board. Notice of the hearing shall be accomplished pursuant to Article I.

4. Rules and Regulation. The Board, additionally to promote the beauty and safety of the Property, shall have the power to adopt, amend, modify or terminate standards, rules and regulations not in conflict with this Declaration. All such rules and regulations and Board Bylaws shall be of the same force and effect as if included herein.

5. Conflicts with other governing bodies. **OAK MOUNTAIN RANCH** lies within the jurisdiction of Riverside County and The Tenaja Community Service District. Each of these entities have their own set of governing guidelines. When there is a conflict between any of these entities, the Protective Covenant of **OAK MOUNTAIN RANCH** will prevail unless in violation of the other entities.



I. NOTICES

1. As to Affected Lots. In exercising the powers granted to the Board, the Board shall give Notice as follows:

(a) Notice of a proposed action shall be posted on each Lot to which said action is proposed and on all additional Lots which adjoin or which are directly across a roadway from any of said Lots; or

(b) In the alternative, such notice may be mailed to the owners of all such Lots at their address as shown on the last equalized assessment roll of San Diego County (or to such other owners as have notified the Board of a change in ownership of any such Lot and of the address of the new owner or owners). Owners may advise the Board of another address for notice to them by written instructions to the Board.

J. DURATION

This Declaration shall continue in force and effect, except as amended or modified by the Board until January 1, 2023, or until terminated by majority vote of the Board, whichever is later.

K. SEVERABILITY

The determination by any Court that any of the provisions of this Declaration are unlawful or void shall not affect the validity of any of the other provisions.

Dated: 8/18/03



Paul W. Grimes



Carol M. Grimes



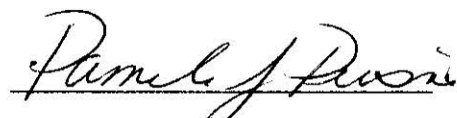
Stephen W. Latimer



Carolyn R. Latimer



John F. Peisner



Pamela J. Peisner



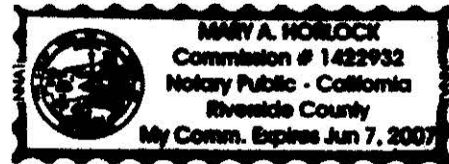
STATE OF CALIFORNIA)
) SS.
COUNTY OF RIVERSIDE)

On this 18th day of August, 2003, before me, Mary A. Horlock, a Notary Public in and for said state; personally appeared PAUL W. GRIMES AND CAROL M. GRIMES, ~~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 that they executed the same.

WITNESS my hand and official seal.



NOTARY PUBLIC



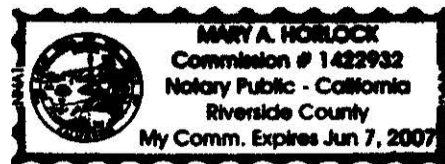
STATE OF CALIFORNIA)
) SS.
COUNTY OF RIVERSIDE)

On this 18th day of August, 2003, before me, Mary A. Horlock, a Notary Public in and for said state; personally appeared STEPHEN W. LATIMER AND CAROLYN R. LATIMER, ~~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 that they executed the same.

WITNESS my hand and official seal.



NOTARY PUBLIC



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STATE OF CALIFORNIA)
)SS.
COUNTY OF RIVERSIDE)

On this 10th day of September, 2003, before
me, Merry A. Christen, a Notary Public in and for said state;
personally appeared JOHN F. PEISNER AND PAMELA J. PEISNER, 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 that they executed the same.

WITNESS my hand and official seal.

Merry A. Christen
NOTARY PUBLIC

