

EXHIBIT A
RESTRICTIONS, COVENANTS, CONDITIONS
AND CHARGES REGARDING LOT 155,
TRACT 3718, AS SHOWN IN BOOK 59
PAGES 19-30, INCLUSIVE, OF SUBDIVISION
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

Apr. 10, 1969

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3718C

WHEREAS, Grantor is the owner of all of the real property set forth and described on that certain map (herein called "Map") entitled Tract No. 3718, consisting of 12 sheets, marked respectively, "Sheet 1 of 12 sheets" through "Sheet 12 of 12 sheets", which Map was recorded in the Office of the County Recorder of Riverside County, California, on June 13, 1968, in Book 59 of Subdivisions, Pages 19 through 30, inclusive:

WHEREAS, all of the real property described in the Map comprises in the aggregate a single subdivision unit (herein called "Unit") which is one of several units in the Canyon Lake general subdivision from adjoining lands owned by Grantee and annexed to the Subdivision as detailed herein and in the initial filing with the California Real Estate Commissioner relating to the Subdivision (Tract No. 3718); and

WHEREAS, there are Three Hundred Fifty-One (351) subdivided lots set forth and described in the recorded Map, numbered 1 through 351, respectively, and lettered lots A, B, and C; and

WHEREAS, Grantor is hereby and conveying to Grantee Lot 155, of said Subdivision and desires to subject it to and impose upon the restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions", under a general plan or scheme or improvement for the benefit and complement of all of the lots in the Unit and Subdivision, and the future owners of said lots.

1. APPLICABILITY.

These Restrictions shall apply to Lot number 155 only.

and are specifically excluded from application to said other lots and to other lands designated on the Map as parcels or as lands of Grantor, which lots, parcels and lands are intended for future commercial, multiple dwelling, single family residence, or recreational uses.

2. TERM.

These Restrictions, covenants and conditions and charges (hereinafter called "Restrictions") shall affect and run with the land and shall exist and be binding upon all persons claiming under them until January 1, 2008, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by the Canyon Lake Property Owners Association (herein called "Association") has been recorded, agreeing to change the covenants in whole or in part.

3. BENEFIT AND OBLIGATION.

These Restrictions are made for the express benefit of the Association, a California Corporation, and all owners of lots in the Unit and the Subdivision, and are intended to create equitable servitudes upon said real property; to create a privity of contract and estate between said Association, Owners, Grantor and Grantees, and between their respective heirs, successors and assigns, and shall as to Grantees, their heirs, successors or assigns, operate as covenants running with the land for the benefit of the Association, said owners and their respective successors and assigns.

4. EXCLUSIVE COMMERCIAL USE AND IMPROVEMENT.

The property herein granted shall be used for commercial and residential purposes only. No structures shall be erected, placed or permitted to remain on said property other than one (1) detached, commercial building and residential and appurtenant facilities and such outbuildings as are usually accessory to a commercial building and, in this case boat docks, pier, or other similar

structures approved as herein provided.

5. CANYON LAKE PROPERTY OWNERS ASSOCIATION.

Grantees and every person who acquires title, legal or equitable, to this property shall become members of the Association; provided however, that such membership is not intended to apply to those persons who hold an interest in any such property as security for the performance of an obligation to pay money, e. q., mortgages, deeds of trust, or real estate contract purposes.

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

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

The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets and parks

and such other properties within the Subdivision as it may from time to time own.

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

For the purpose of proportionately dividing the Association's expenses incurred in the maintenance of its properties and in furthering and promoting its purposes, the Association shall have all the powers that are set forth in its Articles of Incorporation and By-Laws or that belong to it by operation of law, including the power to levy against this property annual charges as set forth in its by-laws of not less than Twenty Dollars (\$20.00) nor more than Fifty Dollars (\$50.00) per year for the operation and maintenance of the streets, parks, pedestrian easements, drainage improvements and slope easements; and not less than One Hundred Eight dollars (\$108.00) nor more than Two Hundred Dollars (\$200.00) for the operation and maintenance of the recreation facilities to be acquired. The Association shall also be entitled to levy against this property an additional annual charge of not less than One Hundred Eight dollars (\$108.00) nor more than Two Hundred Dollars (\$200.00) for one (1) additional recreational use permit granted to the owners of this property by virtue of their membership in the Association.

Every such charge made shall be paid by the member to the Association on or before the date established by its Board

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

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

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

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

All liens herein provided for shall be enforceable by foreclosure and sale proceedings in the manner provided by law for the foreclosure and sale of mortgages and/or trust deeds; provided, however, that no proceeding for foreclosure shall be commenced except upon expiration of two (2) months from and after

the date the charge giving rise to such lien becomes due and payable.

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

6. ARCHITECTURAL CONTROL COMMITTEE.

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

The Committee shall be composed of three (3) members to be appointed by Grantor. Committee members shall be subject to removal by Grantor and any vacancies from time to time existing shall be filled by appointment of Grantor, or in the event of Grantor's failure to so appoint within two (2) months after any such vacancy, then by the Board of Directors of the Association. When ninety percent (90%) of the lots in the Subdivision shall have been sold by Grantor, the Board of Directors of the Association shall have complete control of the appointments and removal of Committee members. Either a lapse of eighteen (18) months between filings of unit maps of the Subdivision, provided that ninety percent (90%) of the then aggregate number of lots in all recorded units of the Subdivision

have been sold by Grantor, or a lapse of three (3) years from the date of the Final Subdivision Public Report of the California Division of Real Estate applicable to the next preceding unit of the Subdivision, regardless of whether or not ninety percent (90%) of the aggregate number of lots in all recorded units of the Subdivision have been sold, shall be sufficient to place control for such appointments and removals in the Association's Board of Directors.

There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon said property unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. In addition, topography maps prepared by a registered civil engineer or a licensed land surveyor shall be included as part of all such plans.

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

The Committee shall approve or disapprove plans, specification and details within thirty (30) days from the receipt thereof or shall notify the person submitting them that an additional period of time, not to exceed thirty (30) days, is required for such approval or disapproval. Plans, specifications

and details not approved or disapproved within the time limits provided herein shall be deemed approved as submitted. One (1) set of said plans and specifications and details with the approval or disapproval, endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

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

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

Whenever the Committee shall approve plans and specifications for a boat shelter, pier, float or similar structure, on or extending into any lake, such approval shall not constitute a permit to build or place such proposed structure without the consent of the owner or operator of the lake.

7. SIZES AND PLACEMENT OF RESIDENCES AND STRUCTURES.

Any commercial building constructed on said property shall contain a minimum of 1000 square feet of fully enclosed floor area devoted to commercial purposes (exclusive of roofed

or unroofed porches, terraces, garages, carports and other outbuildings).

Such building may be of two-story construction.

One concrete boat launching ramp may be placed on the property; provided, however, such launch ramp shall not exceed 24' in width, shall be subject to construction and placement provisions as herein provided.

Off-street paved parking areas shall also be constructed in accordance with the Riverside County Department of Building and Safety codes and ordinance for commercial properties.

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

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

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

- (a) First floor elevations of 1397.5 feet M. S. L. on all lakefront lots;

- (b) Twenty (20) feet from the front line of each lot abutting the street;
- (c) Five (5) feet from each lot side line, except corner lots which shall be ten (10) feet;
- (d) Twenty (20) feet, or twenty-five (25%) percent of the depth of the lot, whichever is greater, from the rear line of each lot, unless such rear lot line shall be either contiguous to a boundary line of the golf course in which case the depth of the rear yard shall be twenty-five (25) feet or twenty-five percent (25%) of the depth of the lot, whichever is greater; or contiguous to a lake shoreline, in which event the depth of the rear yard shall be thirty (30) feet or twenty-five percent (25%) of the depth of the lot, whichever is greater, however, that on any lot, the rear line of which is contiguous to a lake shoreline, there may be constructed and maintained, at or adjacent to such shoreline, any boat shelter, pier, or similar structure in respect to the size, design, construction or placement of which the Committee shall have issued a permit or license.
- (e) If the line with respect to which a setback measurement is to be made is a meandering line, the average length of the two lot lines that intersect said meandering line shall be determined and, using that average length, an imaginary

straight line shall be drawn through, the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line.

- (f) The term "side line" defines a lot boundary line that extends from the street on which the lot abuts to the rear line of the lot.
- (g) The term "rear lot line" defines the boundary line of the lot that is farthest from, and substantially parallel to, the line of the street on which the lot abuts.
- (h) The term "front line" defines a lot boundary line that is abutting the right-of-way of the street on which the lot abuts.
- (i) A corner lot shall be deemed to have a front line on the street on which the shortest dimension abutting a street occurs.
- (j) No part of any fence or wall shall be constructed or placed within the "front yard" of any numbered lot in the Subdivision, that is to say, within that part of the lot that lies between the line of the street on which the lot abuts and the required setback from the front line of the lot. No fence or wall shall be constructed or placed within that part of any lot that is contiguous to the lake that lies within one (1) foot of the rear lot line,

and no part of any fence or wall constructed or placed in the rear yard of any lot that is contiguous to a lake shall exceed six (6) feet in height. Any fence that is permitted within the Subdivision and is not subject to the height limitation set out in the immediately preceding sentence may have a height not in excess of six (6) feet.

8. GENERAL PROHIBITIONS AND REQUIREMENTS.

The following general prohibitions and requirements shall prevail as to the construction or activities conducted on this property:

- (a) No outside toilet or individual water well shall be constructed thereon. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the community sewage system.
- (b) No temporary structure or other outbuilding shall be placed or erected thereon; provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.
- (c) No mobile home, dwelling, house, travel trailer, camper unit, tent or other temporary quarters shall be placed, maintained or occupied on said property.
- (d) No building shall be occupied until the same has been substantially completed

in accordance with its plans and specifications and a certificate permitting occupancy shall have been issued by the Riverside County Building Department.

- (e) All structures constructed or placed thereon shall be constructed with a substantial quantity of new material and no used structures shall be relocated thereon.
- (f) No animals or livestock of any description, shall be kept thereon.
- (g) Two signs of customary and reasonable dimensions, but not exceeding thirty-two (32) square feet, shall be permitted to be displayed on said property. All other signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Committee.
- (h) No stripped down, partially wrecked, or junk motor vehicle or sizeable part thereof, shall be permitted to be parked on any street in the Subdivision or on said property in such manner as to be visible to the occupants of other property within the Sub-division or to the users of any street, lake or golf course within the Subdivision.

- (i) Every tank for the storage of fuel installed outside any building in the Subdivision shall be buried below the surface of the ground or otherwise completely screened, to the satisfaction of the Committee. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, lake or golf course within the Subdivision at any time except during refuse collections.
- (j) The owner of said property shall not build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit.
- (k) Said property whether improved, occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In the event said property or improvement thereon is not so maintained, the Association shall have the right, through its agents and employees, to enter thereon for the purpose of maintenance, restoration or repair, the cost of which shall be added to and become a part of the annual charge to which each property is subject.
- (1) No noxious or offensive activities shall be

conducted on said property nor shall anything be done thereon that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

- (m) No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted thereon and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted thereon.
- (n) No tree in excess of three (3) inches in diameter, measured at a point twelve inches (12") above the ground, shall be removed therefrom without first obtaining the written consent of the Committee.
- (o) No radio station or short-wave operators of any kind shall operate therefrom. No exterior television or radio antenna of any kind shall be constructed or erected thereon after such time as a community antenna television (CATV) system has been made available to the subdivision at rates of charge for installation and monthly service commensurate with the rates charged by comparable CATV systems.
- (p) No trash, ashes, garbage or other refuse shall be dumped or stored thereon nor be thrown into or left on the shoreline of any lake in the Subdivision. No outside burning of trash or garbage shall be permitted.
- (q) No improvement which has been partially or totally destroyed by fire, earthquake

or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction.

- (r) Every building, dwelling, or other improvement, the construction or placement of which is begun thereon, shall be completed within six (6) months after the beginning of such construction or placement.
- (s) In order to enhance the appearance and orderliness of the Subdivision the Grantor hereby reserves for itself, its successors and assigns, the exclusive right to operate, a commercial scavenging service within the Subdivision for the purpose of removing garbage, trash, and other like refuse. Such refuse collection and removal service shall be provided not less often than once each week on a day or days designated by the Grantor or its successors and assigns. The charge to be made for such refuse collection and removal service shall be at a reasonable rate commensurate with the rates charged by commercial scavengers serving other commercial properties of high standards in the area and shall be subject to change from time to time.
- (t) Every building, dwelling or other improvement having a roof shall use a roof covering material of cedar shakes, wood shingles, clay or cement tile or built-up roofing and colored rock.

9. VARIANCES.

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

10. EASEMENTS.

Grantor reserves for itself, its successors and assigns, for purposes incident to its development of the real property in the Subdivision, the following easements and/or rights-of-way:

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

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

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

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

That portion of said property, which lies contiguous to a lake, shall be subject to a flowage easement to an elevation of such lake as stated on the recorded plat.

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

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

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

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

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

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

12. LAKE FRONTAGE LOTS

The water in and the land under any lake located within the boundaries of the Subdivision, whether now in existence or to be constructed, are or will be owned by others. The location of any such lake as well as its maximum water elevation at spillway level, is or will be shown on the recorded map of each unit of the Subdivision. The title being acquired by a Grantees, and their successors or assigns to said property which is contiguous to any such lake shall extend only to the rear lot line.

Neither Grantees, nor any of their successors or assigns, shall have any right with respect to any stream that is a tributary to any such lake or with respect to any such lake, the land thereunder, the water therein, or its or their elevation, use or condition and said property shall not have any riparian rights or incidents appurtenant; provided, further, that title shall not pass by reliction or submergence or changing water levels.

Grantor, its successors and assigns, shall have the right at any time to dredge or otherwise remove any accretion or deposit from said property, in order that the shoreline of the lake to which such lot is contiguous may be moved toward or to, but not inland beyond, the location of said shoreline as it would be established on the date hereof if the water elevation in such lake were one (1) vertical foot above the maximum water elevation in the recorded map of the unit in the Subdivision in which it is located and title shall pass with such dredging or other removal as by erosion.

Neither the owner, operator or lessee of the lake, Grantor nor any of its successors or assigns shall be liable for damages caused by erosion, washing or other action of the water of any lake within the boundaries of the Subdivision,

Grantor reserves to itself, its successors and assigns, the owner, operator or lessee of the lake, the right to raise and lower the water level of any lake within the boundaries of the Subdivision; provided, however, that such right shall not be construed as permitting the elevation of the water level to a point beyond that indicated on the recorded maps of the Subdivision by increasing the height of any dam or spillway or otherwise.

13. GRANTEE'S TITLE.

Grantor hereby conveys fee title to said property subject to:

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

Such conveyance shall not convey any fee interest in adjacent streets or roads in the Subdivision.

14. ANNEXATION OF SUBSEQUENT UNITS OR PARCELS.

Grantor, or its successor in interest, may, from time to time, and in its sole discretion, annex into the Subdivision all or any part of the following described real property, less

that portion presently of record to which restrictions substantially identical to those set forth herein apply:

DESCRIPTION:

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

PARCEL 1:

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

PARCEL 2:

The Easterly 10 feet of the Southeast quarter of the Southwest quarter, the Southerly 10 feet of the Northwest quarter of the Southeast quarter, the Easterly 10 feet of the Northwest quarter of the Southeast quarter, the Easterly 10 feet of the Southwest quarter of the Northeast quarter and the Southerly 10 feet of the Northeast quarter of the Northeast quarter. All in Section 34, Township 5 South, Range 4 West, San Bernardino Base and Meridian as shown by United States Government Survey.

PARCEL 3:

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

PARCEL 4:

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

PARCEL 5:

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

PARCEL 6:

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

PARCEL 7:

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

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

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

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

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

THENCE North 00° 21' East, 550 feet;

THENCE North 89° 39' West, 396 feet;

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

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

ALSO EXCEPTING therefrom the watchman's house and any outbuildings appurtenant thereto, located on the Northwest quarter of the Southwest quarter of said

Section. Together with an easement for all purposes necessary for the proper use, enjoyment and occupancy of said house, over one acre of ground surrounding said house and outbuildings;

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

PARCEL 8:

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

EXCEPTING therefrom that portion thereof described as follows:

BEGINNING on the Northwesterly line of Railroad Canyon Road, at a point whence the Southeast corner of said Section bears South 40° 46' East, 1208 feet, and running

THENCE North 53° 40' West, a distance of 110 feet;

THENCE North 36° 20' East, a distance of 100 feet;

THENCE South 53° 40' East, a distance of 130 feet, more or less, to a point on said Northwesterly line of Railroad Canyon Road;

THENCE Southwesterly along said Northwesterly line of Railroad Canyon Road, to the point of beginning.

PARCEL 9:

The East half of Government Lot 2, Excepting therefrom the West half of the South 660 feet thereof. All of Government Lot 1, the North half of the Southeast quarter of the Northeast quarter, the Southeast quarter of the Southeast quarter of the Northeast quarter, the East quarter of the Northeast quarter of the Southeast quarter, and the

East half of the West half of the East half of the Northeast quarter of the Southeast quarter of Section 3, Township 6 South, Range 4 West, San Bernardino Base and Meridian as shown by United States Government Survey, and the West half of Government Lot 2 in Section 3, Township 6 South, Range 4 West, San Bernardino Base and Meridian.

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

- (a) The use in said restrictions of the word "Unit" shall be deemed to apply to the particular unit for which such restrictions are recorded; the use of the word "Subdivision" shall be deemed to mean the aggregate of all previously recorded units designated as being a part of the Canyon Lake general subdivision scheme of development; and the use of the words "lot" or "lots" shall be deemed to mean all subdivided lots described and set forth in any unit maps of the Subdivision and each unit of any multiple-family residence building or guesthouse, inn or hotel facility within the Subdivision, including condominium developments;

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

Any portion of such property described above and available for annexation into the Subdivision may, at the option of Grantor, its successors or assigns, be so annexed as a condominium, or for use as a multiple-family residential, guesthouse, inn or hotel facility. Should property related to any of such uses not be so annexed, the Association shall, nevertheless,

grant to the owners thereof the right to the use and enjoyment of the private streets and parks within the Subdivision, or any other assets of the Association, upon payment of a reasonable charge for maintenance, repair and upkeep or in return for the reciprocal use and enjoyment of common areas of such facilities or a combination of both.

15. REMEDIES.

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

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

16. GRANTEE'S ACCEPTANCE.

The Grantees hereof by acceptance of a deed conveying title hereto, or the execution of a contract for the purchase thereof, whether from Grantor or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also jurisdiction, rights and powers of Grantor, and by such acceptance shall for himself, his heirs, personal representatives, successors, and assigns, covenant, consent and agree to and with Grantor and the Canyon Lake Property Owners Association, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

Grantees also agrees, by such acceptance, to assume, as against Grantor, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to golf course fairways or lakeshores.

17. PARTIAL INVALIDITY.

In the event that any one or more of the Restrictions herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining Restrictions shall continue unimpaired and in full force and effect.

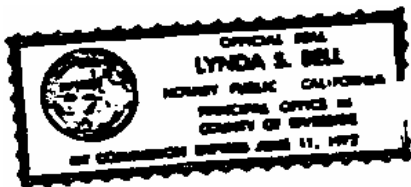
18. CAPTIONS.

The captions of the various paragraphs of this Deed are for convenience only and are not a part thereof.

STATE OF CALIFORNIA)
) ss
COUNTY OF RIVERSIDE)

On January 22, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared W. Gordon Heath, known to me to be the President, and Robert W. Tavenner, known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors.

WITNESS my hand and official seal.



Lynda S. Bell
LYNDA S. BELL, Notary Public
in and for the State of California
My Commission Expires June 11, 1972

RECORDING REQUESTED BY

And When Recorded Mail To:

NAME: Mr. & Mrs. Donald W. Griffin)
 Mr. & Mrs. Leo J. Denham)
 STREET 524 Grace Ave.)
 ADDRESS: Inglewood, Calif. 90301)
)
 CITY &)
 STATE:)

RECEIVED FOR RECORD
 APR 18 1969
 AT 9:00 O'CLOCK A.M.
 At Request of
 FIRST AMERICAN TITLE COMPANY
 OF RIVERSIDE
 Recorded in Office Records
 of Riverside County, California
 W.W. Dwyer
 REC'D 12-1-69

Affix Transfer Stamps In This Space

Documentary Transfer Tax	\$ 39.60
<small>FOR THE RECORDING OFFICE</small>	
SIGNED-PARTY OR AGENT	PRINT NAME

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CORONA LAND CO., a corporation organized under the laws of the State of California, hereby GRANTS to DONALD W. GRIFFIN AND JOYCE A. GRIFFIN, husband and wife AND LEO J. DENHAM AND JANICE A DENHAM, husband and wife, all as tenants in common.

The following described real property in the unincorporated area of the County of Riverside, State of California:

Lot 155, Tract 3718, as shown in
 Book 59, Pages 19-30, inclusive,
 of Subdivision, Records of Riverside
 County, California

SUBJECT to the restrictions, covenants, conditions and charges as set forth in Exhibit A, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Secretary thereunto duly authorized.

DATED: January 22, 1969

W. John Hester
 President
Paul D. [Signature]
 Secretary