

DECLARATION OF RESTRICTIONS
RE: TRACT 3887

THIS DECLARATION, made this 8th day of June, 1969 by Corona Land Co., a California corporation, herein referred to at "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner or the real property set forth and described on that certain map (herein called "'Map") entitled Tract No. 3719, Lots 1 through 72, inclusive, (herein called "Tract"), which Map was recorded in the office of the County Recorder of Riverside County, California on June 11, 1969, in Book 62 Subdivision, Pages 7, 8, 9, 10, and 11; and

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

WHEREAS, there are seventy-two (72) subdivided lots set forth and described in he recorded Map, numbered 1 through 72, respectively; and

WHEREAS, Declarant is about to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions", under a general plan or scheme of improvement for the benefit and complement of all of the lots in the Tract and Subdivision and the future owners of said lots:

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

1. DEFINITIONS

- a. The term "'Subdivision", as used herein, shall refer to the Canyon Lake subdivision comprising approximately 2017 acres.
- b. The term "Tract", as used herein, shall refer to the land within the Subdivision which is covered by this Declaration. The tract shall consist of Lots 1 through 72, inclusive, of Tract 3887.
- c. The term "Commercial lot", as used herein, shall refer to Lots 1 to 71 inclusive.
- d. The term "common area", as used herein, shall refer to Lot 72.
- e. The term "covenants", as used herein, shall refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.
- f. The term "owner", as used herein, shall refer to the owner or owners of a commercial lot.

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- g. The term, "Declarant", as used herein, shall refer to Corona Land Co.
- h. The term "Association", as used herein, shall refer to Canyon Lake Shopping Center Merchant's Association, an unincorporated association. The term "Property Owners Association", as used herein, shall refer to the Canyon Lake Property Owners Association, Inc., a California non-profit corporation.

2. NATURE AND PURPOSE OF COVENANTS.

The covenants set forth in the Declaration constitute a general scheme for the development, protection and maintenance of the Tract to enhance the value, desirability and attractiveness of such property for the benefit of all owners of lots therein, and the same will be imposed upon Declarant and upon the original grantees of all such lots by express reference to this Declaration in the deeds such grantees receive from Declarant. Said covenants are for the benefit of all of the lots in the Tract and may be enforced by any one or more of the owners of all lots in the Tract, and shall bind the owners of all such lots. All <http://www.kfi640.com/jacor-common/newtuner/HWTuner.html> such covenants are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

3. GRANTEE'S TITLE AND EASEMENTS.

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

- a. These Restrictions;
- b. Easements and rights-of-way of record;
- c. The reservation to Declarant of all oil, gas, gasoline and other hydrocarbon 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;
- d. The reservation of any and all water rights regarding said property, without right of surface entry, and
- e. The following described easements and/or rights-of-way which Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions:
 - (1) For the use and maintenance of drainage courses of all kinds, designated on the Map as "Drainage Easements", if any;
 - (2) For maintenance and permanent stabilization control of slopes in the slope-control areas designated on the Map as "Slope Easements", if any;
 - (3) For the installation and maintenance of radio and television transmission cables over portions of Lot 72 as necessary to provide any such cable service to each lot in the Tract.
 - (4) For non-exclusive right-of-way easements over Lot 72 as necessary for access to and from all common facilities located thereon.

Declarant has dedicated to the public non-exclusive rights-of-way and easement areas for the installation and maintenance of public utilities over Lot 72 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 3, above, relating to radio and television transmission cables.

On the recorded plat of the Tract there is depicted the location of sanitary sewers. Lot 72 shall be subject to an easement for the installation, operation, maintenance, repair, renewal, replacement, relocation, or removal of said sanitary sewers.

Declarant shall not enter into any contracts which bind the Association or its Board for a period in excess of one year, unless reasonable cancellation provisions are included in such contracts.

4. TERM, SCOPE AND DURATION.

Subject to the provision hereof relating to amendments, this Declaration and the covenants herein contained shall be in effect until January 1, 2008, and shall be automatically extended for successive periods of ten years thereafter unless within six (6) months prior to the expiration of the initial term or any ten (10) year renewal period a written agreement executed by the then record owners of more than one-half of the commercial lots shall be placed on record in the office of the County Recorder of the County of Riverside, by the terms of which agreement the effectiveness of these covenants is terminated or the covenants herein contained are extinguished in whole or in part as to all or any part of the property the subject thereto. Notwithstanding the foregoing, this Declaration shall become ineffective and the covenants herein contained shall be extinguished upon the expiration of twenty-one (21) years following the death of the last survivor of the following named persons and all natural and legally adopted children of such persons who are living at the time of the execution of this Declaration.

Richard M. Nixon
Spirow K. Agnew
John Tunney

5. USE OF COMMERCIAL LOTS AND COMMON AREAS.

- a. No building except a commercial structure shall be erected, maintained, or permitted on said lots or portions thereof. A commercial structure shall consist of a building for use as a store, a shop and/or to conduct general recreational, retail and wholesale businesses in keeping with any applicable zone requirements.
- b. Within the easements for installation and maintenance of utilities and drainage facilities, as described in Paragraph 3 above, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may cause direction of flow of drainage channels in easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of Lot 72 and all improvements

in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible.

- c. No house trailer and no temporary building of any nature, attached detached, from the main building, shall be built, erected, placed or maintained on any lot, without prior approval of the Architectural Control Committee, described in No. 8.
- d. No swine, horses cows or other livestock; no pigeons, chickens, ducks, turkeys or other poultry shall be kept upon any lot, except those that may be sold in the regular course of business of a pet store offering domestic pets for sale.
- e. No prefabricated building or structure of any nature whatsoever, permanent or temporary, shall be moved or placed upon, or assembled, or otherwise maintained on any lot; provided, however, that a temporary tool shed, saw shed, lumber shed may be maintained upon any lot or lots by any building contractor for the purpose of erecting a permanent structure. Any such temporary structures shall be removed at completion of construction of said building.
- f. The common area (Lot 77) shall be improved and used only for the following purposes:
 - (1)Affording vehicular and pedestrian movement within the Tract, including access to the Commercial lots.
 - (2)Vehicular parking on Lot 72 for benefit of owners of the Tract and customers thereof.
 - (3)Use by the owners and occupants of Commercial lots in the Tract and their customers.
 - (4)Beautification of the Tract through landscaping and such other means as the Association shall deem appropriate.
- g. No part of the common area shall be obstructed so as to interfere with its use for the purposes hereinabove permitted, nor shall any part of the common area be used for storage purposes (except as incidental to one of such permitted uses), nor used in any manner which may increase the rate at which insurance may be obtained insuring against loss from bodily injury or property damage occurring on or about the common area and improvements situated thereon, nor shall such premises be used in a manner which will cause the Association to be uninsurable against such risks, or will cause any policy or policies representing such insurance to be cancelled or suspended or the company issuing the fame to refuse renewal thereof.
- h. No owner of a Commercial lot shall make any alterations or improvement to the common area, or remove any planting, structure, furnishing, or other object therefrom, except with the written consent of the Association.
- i. There shall be no parking on any portion of the common area which is not specifically designated for that purpose by the Association. No exterior television or radio antenna of any kind shall be constructed or erected on any lot or building after such time as a

community antenna television (CATV) system has been made available to residences at the rates of charge for installation and monthly service commensurate with the rates charged by comparable CATV systems. No trash, ashes, garbage or other refuse shall be dumped or stored on any lot. No outside burning of trash or garbage shall be permitted.

- j. Enforcement of each covenant as set forth in these restrictions shall be the right of each property owner of each lot covered by said restrictions, either by an action in law or equity. In addition, such enforcement shall be the right of the Association and the Property Owners Association. Deeds of Conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restricted by any court of competent jurisdiction and damages awarded against such violator; provided, however, that a violation of these restrictive covenants, or anyone or more of them, shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said lots or any parts thereof.
- k. Each Commercial lot owner agrees that he will become and remain a member of the Association and of the Property Owners Association for the entire term of his lot ownership.

6. ESTABLISHMENT OF MERCHANT'S ASSOCIATION.

- a. In order to promote and maintain efficiency and cooperation for the full enjoyment of and by the grantees of said lots, an unincorporated association of property owners be and the same is hereby established and created under the name of Canyon Lake Shopping Center Merchant's Association pursuant to the following:
 - (1) The Association membership shall consist of one representative from each separate lot within said Tract.
 - (2) All business of the Association shall be carried on and conducted by a Board of Directors, thereof.
 - (3) The first Board of Directors, effective as of the date hereof, shall consist of D. E. Serafini, Frank Hatridge, and Robert W. Tavenner, who shall serve until fifty-one percent (51%) of the total area of the subdivision has been sold or within one (1) year from the close of escrow on the sale of the first lot, whichever is earlier, at which time said Board shall thereupon cause an election to be held among the owners of such lots, who shall elect a new Board of Directors consisting of five (5) members from among the owners of the lots. In the event of the resignation, death or incapacity of any member of such first Board, the remaining member or members shall have the power to appoint a new member to serve in such capacity. Thereafter, annual elections for the purpose of electing the Board of Directors under such rules and regulations as shall be adopted by such Board or by majority of the owners of such lots, shall be held at the time of the annual meetings. The Directors so elected shall serve for a term of one (1) year, without pay.

- (4) The owners of each lot shall together have one vote, regardless of the number of grantees who may own such lot. The owner or owners entitled to vote shall have the right to cumulate votes for the election or removal of Directors and give one candidate the number of votes equal to the number of Directors to be elected, or to distribute his votes on the same principle among as many candidates as he shall think fit. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected.
 - (5) The Directors shall, by majority vote, elect a Board Chairman from among their number.
 - (6) Special meetings of the Association may be called by the Chairman at his discretion. Special meetings must be called by the Chairman in the event a majority vote of the Board of Directors so directs, or in the event of a written request therefore, signed by not less than ten percent (10%) of the voting power of the owners. The first annual meeting of the Association shall be held on the First (1st) Tuesday of the first month following the month in which the escrow which causes 51% of the lots in Tract 3887 to have been sold shall close, or on the first Tuesday of the 12th month following the month during which the escrow for the sale of the first lot of the Tract shall close, whichever shall occur first. There after, the annual meeting of the owners will be held on the first Tuesday of every twelfth month, or such other date as may from time to time be set by a vote of a majority of the voting power.
 - (8) Not less than seven (7) nor more than sixty (60) days written notice of an annual or special meeting shall be given to all lot owners. Such notice shall specify a reasonable place, date and hour for such meeting. In the case of a special meeting, such notice shall also include a statement of the general nature of the business to be transacted.
 - (9) The presence, in person or by proxy, of lot owners holding at least 50% of the voting power shall constitute a quorum for the transaction of business at all meetings. In the event a meeting cannot be held for lack of a quorum, the owners present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time of the original meeting time, at which meeting the quorum requirement shall be the presence, in person or by proxy, of lot owners holding at least twenty-five percent (25%) of the voting power. A majority of the voting power present at any meeting, in person or by proxy, shall prevail at all meetings.
 - (10) There shall be an annual independent examination or audit of the account or accounts of the Association and a copy of said audit report shall be made available to each lot owner within thirty (30) days following its completion.
- b. The Board of Directors of such Association shall have the following rights and powers:
- (1) To levy monthly assessments payable in advance, against each lot.

- (2) To use and expend the assessments collected to care for the grounds, improvements and all common areas, including traffic control lanes, within the referenced tract.
 - (3) To pay taxes and assessments levied and assessed against the real property in common and such equipment and tools, supplies, and other personal property as are owned by the Association for the common benefit of all lot owners. It is intended that property in common will be deeded to the Association.
 - (4) To pay for water, insurance, sewerage, and other utilities and expenses as shall be designated by the Board.
 - (5) To repair and replace any facilities in the common areas. machinery and equipment as is necessary and convenient, at the discretion of the Board.
 - (6) To insure and keep insured, all areas and improvements on the property (property in this instance, being "Commercial Lot and "Common Area" as defined on page one, items 1c and 1d of this document) and the owners thereof, against loss from any casualty, and to purchase such other insurance as the Board may deem advisable. In the event any of such insurance proceeds are insufficient to repair or replace loss or damage, the Board shall levy an additional assessment in proportionate amounts as to each lot to cover such deficiencies.
 - (7) To collect delinquent assessments by suit or otherwise, and to enjoin or seek damages from the owners of the lot for violation of the covenants herein contained on the part of the owners to be performed, or for violation of the rules hereinafter referred to.
 - (8) To protect and defend the property of the Association from loss and damage by suit or otherwise.
 - (9) To employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts and generally to have the powers of a Board of Directors in connection with the matters hereinbefore set forth, except that neither the Board, nor any officer elected thereby, may encumber or dispose of the interest of any owner except, in order to satisfy a judgment against such owner for violation of the owner's covenants imposed by these restrictions.
 - (10) To make reasonable rules and regulations regarding the activities of the Association, and to amend the same from time to time.
 - (11) To create an assessment fund into which the Board shall place all sums collected by assessment or otherwise, the assessment fund to be used and expended for the purposes herein set forth.
 - (12) To render to the owners annual statements of receipts and expenditures.
 - (13) To appoint officers and agents to carry out the business of the Board.
7. MONTHLY ASSESSMENT AND METHOD OF PRORATED COMMON AREA COSTS.
- a. Owners agree that the cost of maintaining and operating all areas

and facilities outside their premises which are provided by the Developer and/or the Association and designated for the general use and convenience of the commercial lot owners, their service people and customers, including but not limited to. the mall areas, driveways, walkways, service areas and parking areas, which areas and facilities are hereinafter referred to as "Common Areas", in such a manner as the Developer and/or Association may deem appropriate for the best interests of the Commercial lot owners of the Commercial tract, shall be paid out of a maintenance fund established by the Association for such purpose.

- b. Such cost shall include, but not be limited to, labor, supplies, taxes, insurance, repairing, cleaning, painting, policing, lighting, landscaping, and decorating of common areas.
- c. The monthly payments made to the Association for such maintenance purpose's for each lot shall be the following amounts and shall so remain until changed by the Association:

<u>Monthly "Common Area" Expenses</u>		
(1)	Parking area - sweeping and cleaning	\$ 4.50
(2)	Landscaping Maintenance	5.00
(3)	Electric Energy	4.50
(4)	Water	2.00
(5)	Sewer Charges	2.00
(6)	Trash Removal	3.00
(7)	Repairs and replacement	
	(a) Landscaping	\$ 1.50
	(b) Parking Area Striping	1.00
	(c) Structures and Signs	<u>1.00</u>
		3.50
(8)	Insurance P/L and P/D	3.00
(9)	Taxes (Common Area)	<u>6.50</u>
	Total	\$ 34.00

The above amounts may be raised by the Association for any individual lot, if such lot requires expenditure of maintenance fund amounts substantially in excess of such average expenditure for the other lots.

- d. An initial assessment to the maintenance fund is hereby levied against each lot in the sum of \$275.00, to be paid by the purchaser of each lot through the sales escrow for each such lot.

8. ARCHITECTURAL CONTROL COMMITTEE.

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

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

There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or Improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the 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 plans relating to lakefront lots.

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, specifications 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 (10) set of said plans and specifications and details with the approval or disapproval, endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

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

Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing

provisions, nor for any structural or other defects in any work done according to such plans and specifications.

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.

Architectural plans for buildings, except food market, drug store, restaurant, and other freestanding or special buildings, are attached hereto and made a part of this document by reference. Said plans show specific directions for construction of such buildings. Design, dimensions and configuration, use of materials and placement of elements, are to be followed precisely.

- a. The intent of the drawings is to provide instruction for building design conformance. The drawings provided are not for construction purposes. It shall be the responsibility of the person building on each lot or group of lots to provide construction working drawings, as required, to satisfy all Riverside County departments and for execution of the work.
- b. Nothing shown on these drawings shall be construed to imply non-conformance with any existing codes, regulations, restrictions or authorities.
- c. All supplementary designs and all final working drawings shall be submitted to the Architectural Control Committee for approval.
- d. The Architectural Control Committee shall be empowered to authorize exceptions to the strict interpretation of the restrictions to resolve conflicts which might arise in matching subsequent construction to prior built portions.

Since structures will include a fire sprinkler system, sidewall construction can be wood frame. To simplify regulations and to facilitate use of walls for separate electrical and mechanical systems and other distribution, each building shall be built within its side property lines. This will normally result in double walls between separate ownerships. Separate stores built simultaneously may be permitted to center a single wall on the property lines. Stores built next to vacant lot will be required to build additional elements on adjoining property, as shown on the drawings, to minimize unfinished appearance during the development period.

Signs:

All signs shall be subject to design review.

All signs on arcade front shall conform to the standard format shown on the drawings.

Store name signs may be used as a part of storefront designs, but must be shown on drawings submitted for architectural design review and subject to approval.

Each store shall be assigned space upon parking lot information signs in proportion to its store site.

9. CANTON LAKE PROPERTY OWNERS ASSOCIATION.

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

The general purpose of the Property Owners Association is to further and promote the community welfare of property owners in the tract and subdivision. So as to assure the opportunity to all owners to acquire full knowledge of said Property Owners 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 Property Owners 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 Property Owners Association shall be responsible for the maintenance, repair, and upkeep of the private streets, parks and pedestrian easements, within the subdivision and the appurtenant drainage improvements and slope easements reserved by Declarant. Said maintenance, repair and upkeep shall be done in a continual and workmanlike manner and in, no case shall the level of such maintenance, repair and upkeep to 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 Property Owners 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 Property Owners Association shall also be responsible for the maintenance and operation of the recreational facilities to be acquired by the Property Owners Association from the Declarant, by means of a Trust Agreement when 3500 single-family residential lots have been sold by Declarant in said Subdivision or on January 31, 1973 whichever occurs first. At such time, the Property Owners Association shall also be the means for the promulgation and enforcement of such recreational facility rules.

For the purpose of proportionately dividing the Property Owners Association's expenses incurred in the maintenance of its properties and in furthering and promoting its purposes, the Property Owners Association, shall have all the powers that are set forth in its Articles of Incorporation and By-Laws or that belong to it by operation of law, including the power to levy against every lot in the Tract and Subdivision uniform annual charges as set forth in its by-laws of not less than Twenty Dollars (\$20.00) nor more than Fifty Dollars (\$50.00) per year 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.

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

Upon the adoption of a resolution of charges, the Property Owners 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 Property Owners 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 of lien with respect to the property for which payment has been made. Full receipts shall be issued to lot owners upon payment.

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

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

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

It is specifically understood and agreed that the liens herein created shall not be subordinate and inferior to the lien of any encumbrance other than an encumbrance of record at the time such lien becomes effective.

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

Each of the streets in the Tract and Subdivision, except Railroad Canyon Road, is a private street, and every park, recreational facility, and other amenity within the Tract or Subdivision is a private park, facility or amenity. An easement for the use and enjoyment of each of said streets and areas designated on the Subdivision Maps as parks, and areas designated on said Maps as pedestrian easements, is reserved to Declarant, its successors and assigns; to the persons who are, from time to time, members or associate members of the Property Owners 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 created 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.

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

The Property Owners 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 Property Owners Association except upon a two-thirds (2/3) vote of its members entitled to vote.

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

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

11. RESPONSIBILITIES OF OWNERS.

Each owner of a Commercial lot shall be responsible for the maintenance and repair of the building situated thereon. In the event an owner fails to maintain said buildings and improvements or make repairs thereto in such manner as shall be deemed necessary in the judgment of the Association to preserve the attractive appearance of the Tract and protect the value of other property therein, the Association shall give written notice to such owner, stating with particularity the work of maintenance or repair which the Association finds to be required, and requesting that the same be carried out within a period of sixty (60) days from the giving of such notice. In the event the owner fails to carry out such maintenance or repair within the period specified by the notice, the Association shall cause such work to be done, and shall assess the cost thereof to such owner.

12. BREACH.

- a. Breach of any of the covenants contained herein and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any owner, by the Association, by the Property Owners Association or by the successors in interest of such. It is hereby agreed that damages at law for such breach are inadequate.

- b. The result of every act or omission whereby any of the covenants contained herein are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any owner, by the Association, the Property Owners Association, or by the successors in interest of such.
- c. The remedies herein provided for breach of the covenants contained herein shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
- d. The failure of the Association, the Property Owners Association or any owner to enforce any of the covenants contained herein shall not constitute a waiver of the right to enforce the same thereafter.
- e. A breach of the covenants contained 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 any commercial lot or the improvements thereon, provided, however, that any subsequent owner of such properly shall be bound by said covenants, whether such owner's title was acquired by foreclosure in a trustee's sale or otherwise. A lender who acquires title by foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach of the covenants which occurred prior to such acquisition of title if such breach was or is non-curable or was a type of breach which is not practical or feasible to cure.

13. LIENS.

Each maintenance fund payment or assessment shall be paid by each owner to the Association on or before the date established by the Board of Directors pursuant to the resolution adopted by such Board fixing the amount of such payments. Written notice of the monthly payment so fixed and the dates of payment thereof shall be sent to each member. Said charges shall remain a lien upon the property of the respective owner until paid.

Upon the adoption of a resolution of maintenance fund payments, 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 of lien with respect to the property for which payment has been made. Full receipts shall be issued to lot owners upon payment.

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

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

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

Interest shall accrue at the rate of eight percent (8%) per annum on all unpaid maintenance fund payments and assessments from the date of delinquency thereof. Penalties for late payment, not exceeding two percent (2%) of the amount of the delinquent maintenance fund payment or assessment, may be established by action of the Association, provided that written notice thereof is given to each owner not less than ten (10) days prior to the imposition of such penalty.

It is specifically understood and agreed that the liens herein created shall not be subordinate and inferior to the lien of any encumbrance other than an encumbrance of record at the time the lien becomes effective.

14. COVENANT AGAINST PARTITION.

An action may be brought by one or more of the owners for judicial partition of their respective interests by sale of the entire Tract as if the owners of all the commercial lots of the Tract were tenants-in-common in the entire Tract in the same proportion as their interests in the common areas, provided, however, that a partition shall be made only upon a showing that (1) there has been damage or destruction to the Tract which a material part of it unfit for use and for a period of three (3) years the Tract has not been rebuilt or repaired substantially to its state prior to its damage or destruction, or (2) that three-fourths (3/4) or more of the Tract has been destroyed or substantially damaged and that the owners of commercial lots holding in aggregate more than fifty percent (50%) interest in the common area are opposed to repair or restoration of the Tract, or (3) that more than fifty (50) years has elapsed from the recording of this Declaration, and that the Tract is obsolete and uneconomic, and that the owners of commercial lots holding in aggregate more than a fifty percent (50%) interest in the common area are opposed to repair or restoration of the Tract. Except as hereinabove provided, no owner shall seek judicial partition of the tract, the common area, or any part thereof, so long as this Declaration shall remain in effect.

15. NOTICES.

In each instance in which notice is to be given to the owner of a Commercial lot, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one of two or more co-owners of the lot, or to any general partner of a partnership owning such lot, shall be deemed delivery to all of the co-owners or to the partnership, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation owning such lot shall be deemed delivery to the corporation or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the owner of such lot at the most recent address furnished by such owner in writing for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such lot, and any notice so in the mail within Riverside

County, California, shall be deemed delivered forty-eight (48) hours after such deposit. Any notice to be given to the Association shall be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Association at Canyon Lake, Romoland, California, and any notice so deposited in the mail within Riverside County, California, shall be deemed delivered forty-eight (48) hours after such deposit.

16. AMENDMENTS.

The provisions of these covenants may be amended from time to time by action of the owners of two-thirds of the Commercial lots in the Tract, and with respect to lots subject to the lien of a mortgage or deed of trust, by action of two-thirds of the holders of such mortgages or deeds of trust. The recording of an instrument (including counterparts thereof signed by the requisite number of owners, and containing the written consents of holders of mortgages and deeds of trust, where required, and stating the manner in which the declaration is to be amended, shall effect such amendment.

17. SEVERABILITY.

Should any of the covenants contained herein be void or be or become unenforceable in law or in equity, the remaining portions of these covenants shall, nevertheless, be and remain in full force and effect.

18. ANNEXATION OF SUBSEQUENT UNITS OR PARCELS.

Declarant, or its successor in interest may from time to time, and in its sole discretion, annex into the Subdivision all or any part of the following described real property, and to all other units of the Subdivision presently of record, to which restrictions substantially and/or partially 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 30 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 35, Township 5 South, Pacific 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, 355 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 5, 1958 in Book 2282 Page 45 of Official Records of Riverside County, California;

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

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

PARCEL 8:

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

EXCEPTING therefrom, that portion thereof described as follows:

BEGINNING on the Northwesterly line of Railroad Canyon Road, at a point whence the Southeast corner of said Section bears South 40° 45' 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 52° 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 thereon. 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 Property Owners 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 Property Owners Association's powers to make assessments and enforce liens shall not be curtailed with respect to such newly annexed unit).
- 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 Property Owners 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 Sub-division may at the option of Declarant, its successors 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 Property Owners 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.

19. GRANTEE'S ACCEPTANCE.

The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors, and assigns, covenant, consent and agree to and with Declarant, 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.

Each such grantee also agrees, by such acceptance, to assume, as against Declarant, 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.

20. CAPTIONS.

The titles or headings of the articles or paragraphs of these covenants are not a part hereof and shall have no effect upon the construction or interpretation of any part hereof.

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

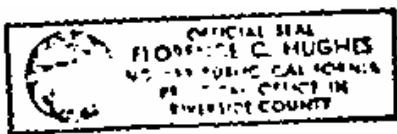
CORONA LAND CO.

By Gordon Heath President
By Robert W. Tavenner Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On this 8th day of June, 1969, before me, a Notary Public in and for the State of California, with principal office in the County of Riverside, personally appeared Gordon Heath and Robert W. Tavenner, known to me to be the President and Secretary, respectively, of Corona Land Co., 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 and acknowledged to me that said corporation executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Florence C. Hughes
Notary Public in and for said
County and State of California
My Commission Expires August 8, 1978

APPROVAL AND CONSENT
OF
MORTGAGE LENDER

Temescal Properties Incorporated, a California corporation, hereby approves and consents to the recording of the attached Declaration of Restrictions on Tract 3887, Riverside County, California, and hereby consents and agrees that any lien shall be subordinate to these Declarations of Restrictions and shall be binding and effective against any owner of said property whose title is acquired by foreclosure, trustee sale, or lien foreclosure.

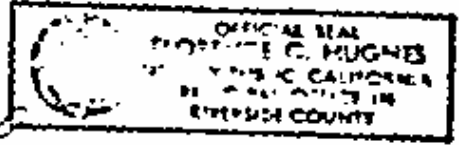
Dated: June 9, 1969

TEMESCAL PROPERTIES, INC.

By *[Signature]*
President
By *[Signature]*
Secretary

STATE OF CALIFORNIA }
COUNTY OF Riverside }
On June 9, 1969 before me, the undersigned, a Notary Public in and for said State personally appeared H. L. Hampton
known to me to be the President and W. H. Purdy
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 the corporation therein named, and as known to me that such corporation executed the within instrument pursuant to its by laws or a resolution of its board of directors.

WITNESSED my hand and official seal
[Signature]
FLORENCE C. MCGHIS Notary Public
in and for the State of California
My Commission Expires June 9, 1971



AMENDMENTS TO
DECLARATION OF RESTRICTIONS
RE: TRACT 3887

These Amendments to Declaration of Restrictions Re: Tract 3887 are made this 28th day of July, 1969, by Corona Land Co., a California corporation, herein referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant has previously made a certain Declaration of Restrictions regarding the real property set forth and described on that certain map entitled Tract No. 3887, Lots 1 through 72, inclusive, which map was recorded in the office of the County Recorder of Riverside County, California, on June 11, 1969, in Book 62 of Subdivision, Pages 7, 8, 9, 10 and 11; and

WHEREAS, said Declaration of Restrictions was recorded in the office of the County Recorder of Riverside County, California, on July 11, 1969, as Instrument No. 70936; and

WHEREAS, certain amendments to such Declaration of Restrictions are required by the California Commissioner of Real Estate prior to sale of any of said lots by Declarant; and

WHEREAS, Declarant is the owner of all the real property contained in said Tract 3887 and is thereby authorized to make amendments to said Declaration of Restrictions.

NOW THEREFORE, Declarant hereby declares as follows:

1. Subparagraph 6b(6) of said Declaration of Restrictions relating to the power of the Merchant's Association to insure the improvements built on said property against casualty losses is hereby amended to read as follows:

"To insure, and keep insured, all areas and improvements on the Common Area against

RECEIVED FOR RECORD
JUL 28 1969
50 Min. Pay 2.00
As ordered by
FIRST ASS. CLERK (REG.)
of Riverside County, California
W.W. Dwyer
Recorder

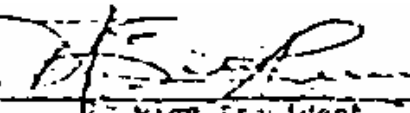
loss from any casualty, and to purchase such other insurance as the Board may deem advisable."

2. Paragraph 11 of said Declaration of Restrictions relating to the responsibilities of owners is hereby amended by addition of the following wording:

"Each owner shall also insure and keep insured all areas and improvements on their individually owned lots against losses from fire and other casualties commonly defined in extended coverage insurance policies."

IN WITNESS WHEREOF, the Declarant has executed these Amendments to Declaration of Restrictions on the day and year first above written.

CORONA LAND CO.

BY 
Vice President

BY 
Secretary

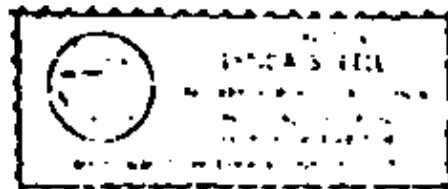
STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On this 28th day of July, 1969, before me, a Notary Public in and for the State of California, with principal office in the County of Riverside, personally appeared D. E. Serafini and Robert W. Tavenner, known to me to be the Vice-President and Secretary, respectively of Corona Land Co., 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 and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Handwritten Signature]

Notary Public in and for said
County and State



AMENDMENT TO
DECLARATION OF RESTRICTIONS
RE: TRACT 3887

These Amendments to Declaration of Restrictions Re: Tract 3887 by owners of said Lots in Tract 3887, herein referred to as "Owners", THIS DECLARATION, made this 5th day of February, 1974.

WITNESSETH

WHEREAS, Declarant has previously made a certain Declaration of Restrictions regarding the real property set forth and described on that certain map entitled Tract No. 3887, Lots 1 through 70 and Lot 72, inclusive, which map was recorded in the Office of the County Recorder of Riverside County, California, on June 11, 1969, in Book 62 of Subdivision, Pages 7, 8, 9, 10 and 11, and

WHEREAS, said Declaration of Restrictions were recorded in the office of the County Recorder of Riverside County, California, July 11, 1969, as Instrument No. 70936; and

WHEREAS, the owners of the real property contained in said Tract 3887 and is thereby authorized to make amendments to said Declaration of Restrictions.

NOW THEREFORE, OWNERS hereby declare as follows:

1. Paragraph 5.k. USE OF COMMERCIAL LOTS AND COMMON AREAS, of said Declaration of Restrictions relating to each commercial lot, owner agrees that he will become and remain a member of the Canyon Lake Property Owners Association, Inc., a California non-profit corporation, for the entire term of his lot owner-ship shall be deleted in its entirety.

2. That portion of Paragraph 5.k. USE OF COMMERCIAL LOTS IN COMMON AREAS, where each member agrees that he will become and remain a member of the "Association" shall refer to Canyon Lake Shopping Center Merchant's Association, an unincorporated association. This portion shall remain unchanged in full force.

3. Paragraph 7.d. MONTHLY ASSESSMENTS AND PRORATED COMMON AREA COSTS, of said Declaration of Restrictions shall be deleted in its entirety.

4. Paragraph 8, ARCHITECTURAL CONTROL COMMITTEE, of said Declaration of Restrictions shall be amended as follows:

The Committee shall be composed of three (3) members to be appointed by Association. Committee members shall be subject to removal by Association and any vacancies from time to time existing shall be filled by appointment of Association, or in the event of Association's failure to so appoint within two (2) months after any such vacancy, then by the Board of Directors of the Canyon Lake Shopping Center Merchants Association. The Board of Directors of the Association shall have complete control of the appointments and removal of Committee members.

There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final place, 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 plating.

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

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

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

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

Signs:

All signs shall be subject to design review.

All signs on arcade front shall conform to the standard format shown on drawings. Store name signs may be used as a part of storefront designs, but must be shown on drawings submitted for architectural design review and subject to approval.

Each store shall be assigned space upon parking lot information signs in proportion to its store size.

5. Paragraph 9. CANYON LAKE PROPERTY OWNERS ASSOCIATION, of said Declaration of Restrictions shall be deleted in its entirety.

6. Paragraph 10. OWNERSHIP, USE AND ENJOYMENT OF STREETS, PARKS AND RECREATIONAL AMENITIES, of said Declaration of Restrictions shall be deleted in its entirety.

IN WITNESS WHEREOF, the Owners have executed these Amendments to Declaration of Restrictions on the day and year first above written.

24823

Ernest J. Hartley - Jeryl C. Hartley Lot #

Hyman E. Zlatin - Lillian Zlatin Lot #

Amir H. Shahandeh - Brenda C. Shahandeh Lot #

Joseph Green - Jenny Greene Lot #
Canyon Commercial Properties, a limited partnership.

Alfred Bailliere Lot #10 & 68
Julius Shulman Lot #5

Frank W. Pastors - Marion M. Pastors Lot #14

Alfred F. Bailliere Lot #69 and 72
Canyon Commercial Properties, a limited partnership.
Heese Baer Lot #

Ernie R. Carter Lot #38 & #70
CANYON VILLAGE PROPERTIES, a limited partnership.
Earl Trigon - Dorothy Trigon Lot #13

Alfred F. Bailliere Lot #13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39, 39, 40, 41, 42, 43, 44, 45, 46, 48, 49, 51, 52, 53, 54, 55, 56 and 57.
Julius Shulman Lots #1, 2, 3, 7, 27, 66, 67 and 71

Dated February 16, 1974

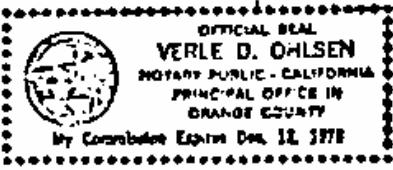
STATE OF CALIFORNIA
COUNTY OF Riverside

On Feb., 16, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared, Ernest J. Hartley, Jeryl C. Hartley, Hyman E. Zlatin, Lillian Zlatin, Amir H. Shahandeh, Brenda C. Shahandeh, Joseph Greene, Jenny Greene, Frank W. Pastors, Marion M. Pastors, Julius Shulman, Heese Baer, Earl Trigon, Dorothy Trigon, Sylvan Shulman

Ackn. Ctr.

known to me 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.
Verle D. Ohlsen
Verle D. Ohlsen



APPROVAL AND CONSENT
OF
MORTGAGE LENDER

ALFRED F. BARILLARO, hereby approves and consents to the recording of the attached Amendments to Declaration of Restrictions on Tract 3887, Riverside County, California, Document 94334, and hereby consents and agrees that any lien shall be subordinate to these Amendments to Declarations and Restrictions and shall be binding and effective against any owner of said property whose title is acquired by foreclosure, trustee sale, or lien foreclosure.

DATED: February 25, 1974



Alfred F. Barillaro
Alfred F. Barillaro

STATE OF CALIFORNIA,
COUNTY OF Riverside } ss.

ON February 25, 1974,
before me, the undersigned a Notary Public in and for said State, personally appeared
Alfred F. Barillaro



known to me,
to be the person whose name is subscribed to the within instrument,
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Verle D. Ohlsen
Notary Public in and for said State.
Verle D. Ohlsen

21323

RECEIVED FOR RECORD
MAR 1 1974
33 Min. Post-returned
to [Signature]
from 1974, Page 23, 21323
Inscribed by Clerk of Superior Court, California
W. W. [Signature]
Page 1