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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR

THE MORENO VALLEY RANCH

RECEIVED
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TO

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR

THE MORENO VALLEY RANCH

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE MORENO VALLEY RANCH

THIS DECLARATION is made this _____ day of July, 1988, by
THE WARMINGTON COMPANY, a California corporation (hereinafter
referred to as "Declarant").

R E C I T A L S

This Community Declaration is made by Declarant based on the
following facts and intentions:

A. Declarant is the Owner of that certain real property
located in the City of Moreno Valley, County of Riverside, State
of California, which is more particularly described in
Exhibit "A".

B. Declarant intends to develop the property described in
Exhibit "A" as the initial increment of the Community by sub-
dividing and constructing certain improvements and, in conjunc-
tion with Merchant Builders, developing residential projects
within the Community and establish certain other uses, including
commercial, professional and administrative, recreational, church
and such other types of compatible uses as may be permitted by
the appropriate governmental entities.

C. Declarant may add all or any part of the property
described in Exhibit "B" to the Community by Annexation and said
additional property so annexed will thereupon be developed as a
part of the Community.

D. This Community Declaration is created to benefit the
Community, to establish covenants, conditions and restrictions
regarding the use and operation of the Community and all of the
property contained therein and to provide an organization to
carry out and enforce the provisions of such covenants, condi-
tions and restrictions.

ARTICLE I

DEFINITIONS

The following terms, as used in this Community Declaration,
shall have the meanings provided for below:

1.1. "Annexation" shall mean the process by which additional
real property may be made subject to this Community Declaration
and included in the Community as specified in Article II of this
Community Declaration.

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1.2 "Church Sites" shall mean those areas, if any, designated on the Land Use Plan as Church Sites and which are identified as such in the Supplemental Restrictions by which such property may be annexed into the Community.

1.3 "City" shall mean the City of Moreno Valley, a municipal corporation.

1.4 "Community" shall mean all of the real property subject to this Community Declaration, and all of the improvements thereon. Initially, the Community shall consist only of the real property described on Exhibit "A". Additional real property may become part of the Community only by Annexation.

1.5 "Community Articles" shall mean the Articles of Incorporation for the Community Association.

1.6 "Community Architectural Committee" shall mean the Committee established pursuant to Article VIII hereof, which shall perform the functions specified in said Article VIII.

1.7 "Community Assessments" shall mean the Regular Community Assessments, Reconstruction Community Assessments, Capital Improvement Community Assessments, Special Community Assessments, Enforcement Community Assessments and Single Benefit Community Assessments as defined in, and as levied by the Community Association pursuant to, Article IV of this Community Declaration.

1.8 "Community Association" shall mean THE MORENO VALLEY RANCH COMMUNITY ASSOCIATION, a California non-profit mutual benefit corporation, or any successor entity charged with the duties, obligations and powers of said Community Association.

1.9 "Community Board" shall mean the Board of Directors of the Community Association established, elected and acting pursuant to this Community Declaration, the Community Articles and the Community Bylaws.

1.10 "Community Bylaws" shall mean the Bylaws for the Community Association duly adopted by the Community Board.

1.11 "Community Civic Area" shall mean any area designated on the Land Use Plan for development as a civic center and which property is identified as such in the Supplemental Restrictions by which such property may be annexed into the Community.

1.12 "Community Commercial Area" shall mean any area designated on the Land Use Plan for commercial, industrial or retail use and which property is identified as such in the Supplemental Restrictions by which such property may be annexed into the Community.

1.13 "Community Common Area" shall mean all real property in which the Community Association owns an interest for the common use and benefit of the Community members, Owners, their lessees, guests, invitees or patrons as more particularly specified in Section 2.2 of this Community Declaration. The Community Common Area may include interests held in trust for the benefit of the Community Association or by lease or easement as well as estates in fee. Initially, the Community Common Area shall consist of the real property more particularly shown and described on Exhibit "C" attached hereto.

1.14 "Community Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for The Community of Moreno Valley Ranch.

1.15 "Community Directors" shall mean the representatives elected to the Community Board.

1.16 "Community Member" shall mean the Neighborhood Association or other entity holding membership in the Community Association pursuant to Section 3.2 of this Community Declaration.

1.17 "Community Recreation Facilities" shall mean those recreation facilities situated within the Community Common Area and/or owned or operated by or held in trust for the benefit of the Community Association as recreation facilities established for use and enjoyment by Owners in the Community.

1.18 "Community Rules" shall mean the rules and regulations adopted by the Community Board as provided in Section 3.9 of this Community Declaration.

1.19 "Declarant" shall mean and refer to THE WARMINGTON COMPANY, a California corporation. "Declarant" shall include those successors and assigns of THE WARMINGTON COMPANY which acquire all or part of the interests in the real property described on Exhibit "A" and/or Exhibit "B" hereto for purposes of development of the Community, and which are expressly named as the successor Declarant in a document recorded by Declarant assigning the rights and duties of Declarant to such successor Declarant. A successor Declarant shall additionally be deemed to include the beneficiary of any deed of trust securing an obligation from Declarant encumbering all or any part of the property described on Exhibits "A" and "B" hereto, which beneficiary has acquired such property by foreclosure, power of sale or conveyance in lieu of such foreclosure or sale.

1.20 "Land Use Plan" shall mean and refer to that certain Land Use Plan dated July 25, 1985, and approved on August 13, 1985, by the City Counsel pursuant to Resolution No. 85-66, as said Land Use Plan may be amended from time to time. Wherever in this Community Declaration the meaning necessitates the same, the phrase "Land Use Plan" shall also mean and refer to any

conditional or special use permit approved and/or issued by the City pursuant to the terms of which a conditional or special use of all or a part of the Community is permitted whether or not such permitted use is described in or consistent with the actual Land Use Plan.

1.21 "Lot" shall mean any improved or unimproved lot or parcel shown on any recorded subdivision map or parcel map within the boundaries of the Community.

1.22 "Membership Recreational Facilities" shall mean those areas, if any, within the Community developed as recreation facilities and which are established as privately operated facilities not owned and/or operated by the Community Association.

1.23 "Merchant Builders" shall mean and refer to a person or entity which acquires all or a portion of property in the Community for development as a Neighborhood, all as more particularly specified in Article VIII of this Community Declaration.

1.24 "Mortgage" shall mean a mortgage or deed of trust which encumbers any one or more Lots, Units or other parcels of real property in the Community, and shall include any mortgage or deed of trust securing an obligation of Declarant and encumbering all or any part of the property on Exhibits "A" and "B" hereto.

1.25 "Mortgagee" shall mean the holder of a Mortgage.

1.26 "Neighborhood" shall mean all improved or unimproved Lots, Units and Neighborhood Common Areas (if any) of a separate subdivision or development whether (initially a part or by Annexation made a part of the Community) as established by a recorded subdivision tract map, parcel map, condominium plan, record of survey or other such land division and by Supplemental Restrictions and/or Neighborhood Restrictions stating that such property shall be a separate Neighborhood. Neighborhoods may be established by Declarant in increments compatible with construction and marketing requirements and shall be named and/or numbered as Declarant shall indicate on Exhibit "A" hereto (in the case of the initial Neighborhood or Neighborhoods) or in the applicable Supplemental Restrictions (in the case of Neighborhoods made a part of the Community by Annexation). Neighborhoods may or may not have Neighborhood Associations.

1.27 "Neighborhood Assessments" shall mean assessments determined pursuant to any Neighborhood Restrictions, and which are levied exclusively on the Lots or Units contained within a particular Neighborhood.

1.28 "Neighborhood Association" shall mean the governing body of a Neighborhood which may be created pursuant to the Neighborhood Restrictions, Articles of Incorporation or the By-laws therefor.

1.29 "Neighborhood Board" shall mean the governing body of a Neighborhood Association which may be created pursuant to the Neighborhood Restrictions, Articles of Incorporation or the Bylaws therefor.

1.30 "Neighborhood Common Area" shall mean the area within the boundaries of a Neighborhood owned by the Neighborhood Association or owned in common by the Owners within the Neighborhood and restricted in whole or in part to use primarily by or for the benefit of the Owners within the Neighborhood, their lessees and invitees.

1.31 "Neighborhood Delegate" shall mean the individual elected as such by a Neighborhood for the purpose of casting the votes of the members residing within such Neighborhood as more particularly described in Article III of this Community Declaration.

1.32 "Neighborhood Residential Areas" shall mean those areas within Neighborhoods shown on the Land Use Plan as property specified for residential development and use.

1.33 "Neighborhood Restrictions" shall mean the declaration of covenants, conditions and restrictions which is recorded with respect to each Neighborhood including the declarations providing for annexation of phases or increments, if any, to a particular Neighborhood.

1.34 "Non-Residential Areas" shall mean all of the areas of the Community except the Community Common Area and the Neighborhood Residential Areas.

1.35 "Owner" shall mean a record owner of fee simple title [or a leasehold estate with an initial term of at least thirty (30) years] to any Lot, Unit or other parcel of property in the Community, whether held by one or more persons or entities, and shall include Declarant and Merchant Builders unless the context expressly provides otherwise. A contract purchaser under a recorded installment land sales contract shall be included as an "Owner", but those merely having an interest in property as security for performance of an obligation shall not be "Owners".

1.36 "Private Streets" shall mean those streets, drives and parking areas, if any, within the Community Common Area or within Neighborhoods which are not Public Streets.

1.37 "Public Streets" shall mean those streets, drives and parking areas within the Community which are or will be designated for dedication and acceptance as public streets by the City.

1.38 "School Sites" shall mean those areas designated on the Land Use Plan as areas to be developed for school purposes

and which are restricted for such use by a Supplemental Restriction or are owned by a public school district and used as a school facility.

1.39 "Supplemental Restrictions" shall mean a declaration of covenants, conditions and restrictions (other than Neighborhood Restrictions) executed and recorded by Declarant or a successor Declarant establishing use restrictions as covenants running with the land as to any property in the Community and/or to annex property into the Community.

1.40 "Unit" shall mean any unit which is a part of a condominium project [as that term is defined in Section 1351(f) of the Civil Code of the State of California] in the Community.

ARTICLE II

THE COMMUNITY

2.1 Property Subject to Restrictions. All of the property in the Community shall be owned, held, conveyed, encumbered, used occupied and improved subject to the easements, liens, covenants, conditions and restrictions stated in this Community Declaration. Declarant hereby declares that all of the property described in Exhibit "A" hereto shall be subject to this Community Declaration and shall constitute the initial increment of the Community. Furthermore, pursuant to Section 2.3 below, all or any portion of the property described on Exhibit "B" hereto may be annexed to the Community and, upon Annexation, the provisions of this Community Declaration shall fully apply to such annexed property. This Community Declaration is established to further a plan for the subdivision, improvement and sale of all of the real property in the Community and for the purpose of enhancing the value, desirability and attractiveness of said real property and every part thereof. All of the easements, liens, restrictions, covenants, conditions and provisions hereof are equitable servitudes and shall run with the title to said real property and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall be for the benefit of each Owner of any portion thereof and inure to the benefit of and be binding upon each successor in interest of such Owners.

2.2 Land Classification. The real property within the Community shall be divided into such land classifications as are defined in and/or shown on the Land Use Plan. In the event that the nature or extent of the classification of any such property is changed by an amendment to the Land Use Plan which is approved by the City, the classifications as established on any such amendment to the Land Use Plan shall govern and supersede any foregoing classifications.

2.3 Annexation of Additional Property. Additional property may be annexed to the Community only as specified in the following provisions:

(a) Declarant's Annexation Rights. Declarant may, but shall not be required to, annex all or any portion of the property described in Exhibit "B" hereto to the Community at any time or from time to time without the vote or approval of any other Owners, the Community Association or any Neighborhood or Neighborhood Association; provided, however, that if the subject of such Annexation is a Neighborhood Residential Area and is not effected either prior to the earlier to occur of (i) the fourth (4th) anniversary of the date of the original issuance of the most-recently-issued Final Subdivision Public Report of the State of California Department of Real Estate (hereinafter, a "Public Report") for a phase or increment of a Residential Neighborhood in the Community or (ii) the fifteenth (15th) anniversary of the date of recordation of this Community Declaration, then such Annexation shall require the vote or written consent of two-thirds (2/3rds) of the total votes of the Community Association (excluding the votes of Declarant or Merchant Builders). Non-Residential Areas may be the subject of an Annexation by Declarant under this subsection (a) at any time prior to the passage of the time period described in subpart (ii) immediately above without the vote or approval of any other Owners, the Community Association or any Neighborhood or Neighborhood Association.

(b) Annexation Procedure. The Annexation of any such property by Declarant shall be effected by the recordation of Supplemental Restrictions describing the property to be annexed, designating to which Neighborhood such property will belong, providing for such additional covenants, conditions and restrictions on such annexed property as may be necessary to include such property in the Community and specifying this Community Declaration shall apply to such annexed property in the same manner as if it were originally covered by this Community Declaration as part of the Community. No such Supplemental Restrictions shall revoke or modify the limitations, restrictions and covenants established by this Community Declaration, change the general common plan or scheme created by this Community Declaration, nor affect the provisions hereof or thereof as covenants running with the land or equitable servitudes with regard to property theretofore made subject to this Community Declaration. The express desire and intention of Declarant is to establish a cohesive plan of such covenants and servitudes to be uniformly applicable to all portions of the Community, including those portions added thereto by Annexation.

(c) Community Common Area. Any Community Common Area within any portion of property which is annexed to the Community shall be conveyed to (or in trust for the benefit of) or leased by the Community Association upon the Annexation of any such property or prior to the sale of a Lot or Unit within such property to an Owner other than Declarant or a Merchant Builder, whichever is later.

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(d) Rights and Obligations of Owners. After the required Annexation procedures are fulfilled, all Owners in the Community shall be entitled to use of any Community Common Area in such annexed property, subject to any contrary provisions of this Community Declaration and/or the Supplemental Restrictions pursuant to which such property was annexed into the Community, and Owners of such annexed property shall thereupon be subject to this Community Declaration.

(e) Other Annexation of Property. Additional property adjacent to the Community which does not qualify for Annexation pursuant to the terms of subsection (a) above may be annexed to the Community upon the vote or written consent of not less than two-thirds (2/3rds) of the total votes of the Community Association (excluding the votes of Declarant or Merchant Builders), the written consent of the owner of such property and upon the fulfillment of procedures by the owner of such property substantially similar to those set forth in subsection (b) above.

ARTICLE III

COMMUNITY ASSOCIATION

3.1 Purpose and Organization. The Community Association is a non-profit mutual benefit corporation formed to operate and maintain the Community Common Area for the benefit of its members. The Community Association is charged with the duties and given the powers set forth in this Article III and its affairs shall be governed by the Community Articles, the Community Bylaws and this Community Declaration. In the event that the Community Association as a corporate entity is dissolved, a non-profit unincorporated association shall forthwith and without further action or notice be formed to succeed to all the rights and duties of said Association hereunder. The affairs of said unincorporated association shall be governed by the Community Articles and Community Bylaws as if they were created for the purpose of governing the affairs of an unincorporated association.

3.2 Membership. Each Owner shall be a member of the Community Association. Membership in the Community Association of any Owner shall be appurtenant to and shall not be separated from the ownership of the Lot, Unit or other parcel owned by such Owner and which is subject to Community Assessments. Ownership of such a Lot, Unit or other parcel shall be the sole qualification for membership in the Community Association. Not more than one membership may exist based upon ownership of a single Lot, Unit or other parcel. Upon conveyance, sale or assignment of record of an Owner's interest in a Lot, Unit or other parcel in the Community, the new owner of such Lot, Unit or other parcel shall automatically succeed to the membership in the Community Association and use rights of the selling Owner. No Owner may avoid any obligations imposed by this Community Declaration by

non-use of Community Common Area or Community Recreation Facilities by renunciation, non-use or abandonment of his Lot, Unit or other parcel in the Community, or by other act of abandonment or renunciation.

3.3 Community Rights and Duties. Each member of the Community Association and the members of his family shall be entitled to use the Community Common Area and Community Recreational Facilities. Such rights of use shall terminate upon the termination of an Owner's membership in the Community Association.

3.4 Community Voting Rights. The voting rights described herein shall commence as to a Lot, Unit or other parcel on the same date as Regular Community Assessments commence for such Lot, Unit or other parcel. On matters which this Community Declaration requires the vote of members of the Community Association, such vote shall be accomplished through the Neighborhood Delegates pursuant to the following procedures:

(a) Votes Per Neighborhood. Except as provided below, each Neighborhood shall have one (1) vote for each Lot and/or Unit then a part of the Neighborhood. Notwithstanding the above, the following shall apply to votes attributable to the Declarant:

(1) Declarant's Votes for Subdivided Neighborhoods. For any Lots or Units within a Neighborhood which has been subdivided by a recorded subdivision tract map or condominium plan and are owned by Declarant or Merchant Builders, Declarant shall have three (3) votes for each such Lot or Unit; provided, however, that said votes shall become one (1) vote per Lot or Unit as such Lot or Unit is conveyed to an Owner other than Declarant or a Merchant Builder, and provided further that the provisions of this subsection (1) shall cease to be effective upon the earlier to occur of (i) the fifteenth (15th) anniversary of the recordation of this Community Declaration or (ii) the fifth (5th) anniversary of the original issuance of the most-recently-issued Public Report for a phase or an increment of a Residential Neighborhood in the Community.

(2) Declarant's Votes for Unsubdivided Neighborhoods. For any Neighborhood or portion thereof initially a part of or annexed into the Community by Declarant which has not been divided by a recorded subdivision tract map or condominium plan into Lots or Units, Declarant shall have three (3) votes for each Lot or Unit per acre approved by the City under a planned residential development permit or such other authority for such property multiplied by the number of acres of the property so annexed. In the event that there is no such permit or authority then in effect for any such annexed property, then the votes of Declarant shall be based on the maximum density established for the annexed property pursuant to the Land Use Plan then in effect. Provided, however, that for any such unsubdivided property, said votes shall become one (1) vote per Lot or Unit

(determined as described above) upon the earlier to occur of (i) the fifteenth (15) anniversary of the recordation of this Community Declaration or (ii) the fifth (5th) anniversary of the original issuance of the most-recently-issued Public Report for a phase or an increment of a Residential Neighborhood in the Community.

(b) Votes Per Non-Residential Areas. In the event any Owner of a Non-Residential Area is a member of the Community Association, each such member shall be entitled to cast such vote or votes as are described in the Supplemental Restrictions pursuant to which such Owner was made a member of the Community Association.

(c) Selection of Neighborhood Delegates. Each Neighborhood shall elect or appoint a Neighborhood Delegate to represent such Neighborhood at all meetings of the Community Association. The Neighborhood Delegates shall be selected by each Neighborhood in accordance with the following procedures:

(1) Selection of Neighborhood Delegates for Neighborhood Associations. In the case of each Neighborhood that has a Neighborhood Association, the President of the Neighborhood Association shall be the Neighborhood Delegate and another member of the Neighborhood Board shall be appointed by such Neighborhood Board to act as an alternate Neighborhood Delegate.

(2) Selection of Neighborhood Delegates for Neighborhoods without Neighborhood Associations. In the case of those Neighborhoods which do not have a Neighborhood Association, a Neighborhood Delegate and an alternate Neighborhood Delegate shall be elected by the members of the Community Association residing within such Neighborhood in accordance with the following procedures:

(i) Annual Meeting of Members. There shall be an annual meeting of the members residing within such a Neighborhood for the purpose of electing a Neighborhood Delegate, which meeting shall occur not less than ten (10) nor more than sixty (60) days prior to the date of the annual meeting of the Community Association. Notwithstanding the above, the first meeting of the members residing within such Neighborhood shall be held not later than forty-five (45) days after the close of escrow for the sale of a majority of the Lots or Units within such Neighborhood, and in no event shall the first such meeting be held later than six (6) months after Community Assessments have commenced on Lots or Units within such Neighborhood. The Neighborhood Delegate shall be elected by a majority of a quorum of the members residing within such Neighborhood with the candidate receiving the highest number of votes being the Neighborhood Delegate and the candidate receiving the second highest number of votes being the alternate Neighborhood Delegate. The Neighborhood Delegate and the Alternate Neighborhood Delegate shall serve in such capacity until their

successors are elected at the next annual meeting of members residing within the Neighborhood.

(ii) Votes Per Lot or Unit. The Owners (other than Declarant or a Merchant Builder) of each Lot or Unit within the Neighborhood shall have one (1) vote per Lot or Unit so owned and such vote shall be appurtenant to and shall not be separated from the ownership of such Lot or Unit. Should a Lot or Unit be owned by more than one (1) Owner, such co-Owners shall decide among themselves how the single vote applicable to their Lot or Unit shall be cast. There shall be attributable to any Lot or Unit within such Neighborhood that is owned by Declarant or a Merchant Builder a total of three (3) votes; provided, however, that such votes shall be reduced to one (1) vote for any given Lot or Unit upon the conveyance of ownership of such Lot or Unit to an Owner other than Declarant or a Merchant Builder and, in any event, upon the earlier to occur of the events described in Section 3.4(a)(1)(i) or (ii) above. Notwithstanding the above, the voting rights of any member shall automatically be suspended during any period in which there exists any delinquency in the payment of Community Assessments owed with respect to the Lot or Unit of such member. Such voting rights shall be automatically reinstated upon payment in full of any such delinquent Community Assessments and any late charges, interest and/or penalties provided for under this Community Declaration.

(iii) Place and Notice of Meetings. Meetings of the members residing within a Neighborhood shall be held within the Community or at such other convenient location on or near the Community as may be designated by the Community Board in the notice of the meeting. Written notice of meetings shall state the place, date and time of the meeting and those matters which, at the time notice is given, are proposed for presentation to the members. Notice of any meeting at which the Neighborhood Delegate is to be elected shall also include the names of all those persons who have been nominated [by at least two (2) members] at the time notice is given. The Secretary of the Community Association shall cause notice of any meetings of the members residing within the Neighborhood to be sent to the Owners of each Lot or Unit within the Neighborhood no later than ten (10) days prior to the meeting.

(iv) Special Meetings. Special meetings of the members residing within a Neighborhood may be called at any reasonable time by written request signed by (1) Declarant (for so long as Declarant owns a Lot or Unit within the Neighborhood), (2) the Merchant Builder of such Neighborhood (for so long as the Merchant Builder owns a Lot or Unit within the Neighborhood), (3) a majority of the Community Directors or (4) the Owners of Lots or Units within the Neighborhood entitled to cast at least five percent (5%) of the voting power within the Neighborhood (excluding the votes of Declarant and/or the Merchant Builder). To be effective, such written request shall be delivered to the

Community Board, which upon receiving such request shall set the date, time and place for such meeting [which shall not be less than ten (10) days nor more than thirty (30) days following receipt of such request by the Community Board] and shall give written notice of such meeting as provided for herein.

(v) Quorum for Meetings. A quorum shall consist of the presence at such meeting in person or by written proxy of the members residing within such Neighborhood entitled to vote at least fifty percent (50%) of the total votes within such Neighborhood. If a meeting cannot be held because a quorum is not present, the members present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence, in person or by written proxy, of the members residing within such Neighborhood entitled to vote at least twenty-five percent (25%) of the total votes within such Neighborhood. If a time for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed above. The members present at each meeting shall select a chairman to preside over the meeting (unless the elected Neighborhood Delegate is present at such meeting, in which case such Neighborhood Delegate shall preside over the meeting) and a secretary to transcribe minutes of the meeting. Unless otherwise expressly provided, any action authorized hereunder may be taken at any duly noticed meeting of the members residing within the Neighborhood upon the affirmative vote of the members have a majority of a quorum of the voting power present (whether in person or by proxy) at such meeting.

(vi) Proxies and Written Ballots. Every member residing within a Neighborhood entitled to attend, vote at or exercise consents with respect to any meeting of the members residing within the Neighborhood, may do so either in person or by written proxy. To be valid, a proxy must be signed by such member, must appoint such member's representative by name and must be filed with the Community Board prior to the meeting at which the proxy is to be effective. Any proxy may be revoked at any time by written notice to the Community Board or by attendance in person by such member at the meeting for which such proxy was given. In any event, no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of its execution. Any proxy or written ballot shall afford an opportunity therein to specify a choice between approval and disapproval of each matter or group of related matters intended, at the time the proxy or written ballot is distributed, to be acted upon at the meeting for which the proxy or written ballot is solicited, and shall provide, subject to reasonable specified

conditions, that where the person solicited specifies a choice with respect to any such matter, the vote shall be cast in accordance with such specification.

(d) Voting Procedures. The votes of the members residing within any given Neighborhood shall be cast in writing by the applicable Neighborhood Delegate at any meeting of the Community Association called, noticed and held pursuant to the Community Bylaws in accordance with the following procedures:

(1) Actual Votes Cast. The Neighborhood Delegate shall cast votes attributable to members actually voting (whether in person or by proxy) at any meeting of the members residing within his Neighborhood (i) "for" any nominee for a position on the Community Board or (ii) "for" or "against" any matter subject to the vote of the members of the Community Association, in the same manner as such votes were actually cast by such members.

(2) Absentee Votes. The Neighborhood Delegate shall cast votes attributable to members residing within his Neighborhood who have not voted (whether in person or by proxy) at any meeting of the members residing within the Neighborhood (the "Absentee Votes"), as follows:

(i) If fifty-one percent (51%) or more of the votes within the Neighborhood attributable to Owners other than Declarant have been cast at the meeting of the members residing within the Neighborhood, then any Absentee Votes shall be cast (1) "for" such nominees or (2) "for" and "against" such matters in the same proportions as the votes actually cast by the members at such meeting.

(ii) If less than fifty-one percent (51%) of the votes within the Neighborhood attributable to Owners other than Declarant have been cast at the meeting of the members residing within the Neighborhood, then any Absentee Votes shall be cast (1) "for" such nominees or (2) "for" and "against" such matters in such proportions as the Neighborhood Delegate shall, in his discretion, determine appropriate.

(3) Voting Reports. Each ballot cast by a Neighborhood Delegate shall contain the certification of such Neighborhood Delegate of the following information: (i) the total number of votes within the Neighborhood, (ii) the total number of votes within the Neighborhood cast "for" each given nominee and/or "for" and "against" any matter subject to the vote of the members, (iii) the total number of Absentee Votes within the Neighborhood and (iv) the total number of Absentee Votes within the Neighborhood cast by the Neighborhood Delegate "for" each given nominee and/or "for" and "against" the matters subject to the vote of the members.

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3.5 The Community Board. The Community Board shall undertake and carry out all of the powers and duties of the Community Association and the management and conduct of the affairs thereof as provided in this Community Declaration, except those acts which are expressly reserved in this Community Declaration to the vote of the Community members. The Community Board may delegate its powers and duties to such committees, officers, or professional managers as the Community Board deems appropriate, subject at all times to the direction and control of said Board. The Community Board shall conduct its affairs as provided in the Community Bylaws.

(a) Make-up of Board. The Community Board shall consist of seven (7) Community Directors.

(b) Procedure for Election. The Community Directors shall be elected by the members of the Community Association as provided for herein. Except for Community Directors elected by Declarant, each Community Director must be an Owner of a Lot or Unit within the Community and no Neighborhood shall have more than one (1) member serving as a Community Director at any given time. At least ninety (90) days prior to any meeting of the Community Association at which there will occur an election of any Community Director, the Community Board shall cause a notice of election to be sent to Declarant, each Merchant Builder and each Neighborhood Delegate, each of whom shall be entitled to nominate candidates for any open position on the Community Board. Nominations shall be closed sixty (60) days prior to the scheduled date for the meeting of the Community Association and a list of nominees shall be sent to Declarant, each Merchant Builder and each Neighborhood Delegate no later than thirty (30) days prior to the scheduled date for the meeting of the Community Association. Each Neighborhood Association shall hold a meeting of its members in accordance with its Neighborhood Restrictions and Neighborhood Bylaws for the purpose of casting votes for the candidates so nominated. The Community Board shall schedule, call, give notice of and hold meetings pursuant to Section 3.4(c)(2) above for each Neighborhood which does not have a Neighborhood Association for the same purpose. At the subsequent meeting of the Community Association, the votes of the various Neighborhoods shall be cast for the various nominees in accordance with the procedures set forth in Section 3.4(d) above.

(c) Initial Board. Notwithstanding the provisions of Section 3.5(b) above, the initial Community Board shall be selected by Declarant and shall hold office until six (6) months after transfer and conveyance of the first residential Lot or Unit in the Community to an Owner other than Declarant or a Merchant Builder, or until fifty-one percent (51%) of all residential Lots or Units in the Community, which are subject to the first Final Subdivision Public Report issued by the Department of Real Estate, have been sold and conveyed to Owners other than Declarant or Merchant Builders, whichever first occurs. Within forty-five (45) days of the occurrence of said first event, a

special election for a new Community Board shall be held pursuant to the procedures established in this Section 3.5. Annually thereafter, on a date established by the Community Board, an election of a new Community Board by the procedures herein stated shall be held.

(d) Minority Representation. In any election of Community Directors, so long as the majority of the voting power resides in Declarant, the Community Board shall adopt special procedures to assure that the greater of (i) one (1) Community Director or (ii) at least twenty percent (20%) of the Community Directors are elected solely by the votes cast on behalf of the Owners other than Declarant or Merchant Builders. A Community Director elected pursuant to the procedures established under this subsection (d) may be removed prior to expiration of his term of office only by a vote of at least a simple majority of representatives of Neighborhoods, excluding those elected exclusively by vote of Declarant or Merchant Builders.

(e) Liability of Board Members. No Community Director shall be personally liable to any Owner or to any other person or entity including Declarant or any Neighborhood Association, for any error or omission of the Community Association or its agents and employees, the Community Board, or the Architectural Committee, provided that such Community Director has, upon the basis of such information as may be possessed by him, acted in good faith.

3.6 Powers of Community Association. The Community Association shall have all of the powers of a non-profit mutual benefit corporation organized under the laws of the State of California in operating the Community subject to the limitations expressly set forth in the Community Articles, Community Bylaws and this Community Declaration. The Community Association shall have the power to do any and all acts which are authorized, required or permitted under this Community Declaration and to undertake any and all acts which may be reasonable and necessary for, or incidental to the exercise of any express powers granted the Community Association for the peace, health, comfort, safety or general welfare of the Community. Except as expressly provided herein, the powers and duties of the Community Association shall be exclusively performed by the Community Association. As particularly provided in Sections 4.10 and 6.2 below, the Community Association may supersede the actions or decisions of any Neighborhood Association in matters regarding the maintenance and overall operation of any such Neighborhood. In the absence of action by the Community Association, the various Neighborhood Associations shall be entitled to perform the functions designated herein for an individual Neighborhood Association until the Community Association undertakes such functions. Without limiting the generality of the foregoing but to the restrictions set forth in Section 3.7 below, the Community Association shall have the following powers and authority, which unless expressly provided otherwise herein, shall be undertaken by the Community Board, or such committees, entities, persons or representatives

expressly designated by the Community Board to exercise such powers or authority:

(a) Performance of Duties. To undertake all of the express duties required under Section 3.8 below to be done by the Community Association.

(b) Right of Entry and Enforcement. Without liability to any Owner, to enter upon any Lot or Unit in a Neighborhood or upon Neighborhood Common Area upon at least twenty-four (24) hours prior notice, except in emergencies, for the purpose of enforcing any of the provisions of this Community Declaration or upon satisfaction of the procedures under Section 6.2 below (in which event such notice shall not be required) for the purpose of maintaining and repairing the improvements located on said Lot or Unit. The Community Association shall also have the power and authority from time to time in its own name, on its own behalf or on the behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Community Declaration and to enforce, by mandatory injunction or otherwise, all of the provisions of this Community Declaration. The costs of any such action or suit, including reasonable attorneys' fees shall be paid to the prevailing party.

(c) Management and Professional Services. To employ the services of a professional manager or management company to manage and carry out the affairs of the Community Association, and, to the extent not inconsistent with the laws of the State of California and upon such conditions as are otherwise deemed advisable by the Community Board, to delegate to the manager any of its powers; provided, however, that any contract with such professional manager or management company for a term greater than one (1) year must be approved by at least a majority of the total votes of the Community Association (excluding the votes of Declarant and Merchant Builders). In no event shall any management agreement be for a term greater than three (3) years and said agreement shall provide for termination for cause on a maximum of ninety (90) days' written notice. The Community Board shall have the power to retain such legal and accounting services as may be required by the Community Board for operation of the Community Association or enforcement of this Community Declaration.

(d) Maintenance. To provide for, or engage the services of others for the maintenance, protection and preservation of the Community Common Areas, including grounds keepers, painters, plumbers and other maintenance personnel, as the nature and character of such Community Common Areas may require; provided, however, that no contract for such services shall be for a duration of more than one (1) year, except with the approval of at least a majority of the total votes of the Community Association (excluding the votes of Declarant and Merchant Builders) and in no event for a term greater than three (3)

years. Any such contracts shall provide for termination for cause on a maximum of ninety (90) days' written notice.

(e) Property. To acquire and hold personal or real property and to dispose of the same by sale or otherwise.

(f) Mergers. To the extent permitted by law, to participate in mergers and consolidations with other non-profit corporations organized for the same purposes as the Community Association, provided that any such merger or consolidation shall have the approval by affirmative vote or written consent of the members representing at least seventy-five percent (75%) of the total votes of the Community Association.

(g) Easements and Rights of Way. To grant and convey to any third party easements, license for use and rights of way, in, on, over or under any Community Common Area upon the affirmative vote or written consent of the members representing at least seventy-five percent (75%) of the total votes of the Community Association.

(h) Dedication. To dedicate any of its property to an appropriate public authority or utility company for public use, provided that any such dedication shall have the approval either by affirmative vote or written consent of the members representing at least seventy-five percent (75%) of the total votes of the Community Association.

(i) Power to Resolve Disputes. To negotiate with, bring all actions at law or equity, and enter into settlement agreements on behalf of the Owners and the Community Association including any disputes with Declarant concerning any matter involving liability of or alleged liability of Declarant to the Community Association or the Neighborhood Associations or any Owner, related to the construction or operation of Community facilities and improvements. Community Directors selected by Declarant shall be excluded from voting on any settlement effected pursuant to this provision.

(j) Use Fees. To charge reasonable use fees to Owners and others for any recreation facility situated upon the Community Common Area, but in no event shall any such fees be charged for the use of the streets, sidewalks or circulation system of the Community.

3.7 Limitations on Authority of Community Board. The Community Board shall not take the following actions unless approved by the affirmative vote or written assent of the members representing at least a majority of the total votes of the Community Association (excluding the votes of Declarant and Merchant Builders):

(a) Entering into a contract with a third person for goods or services to be furnished to the Community Association for a term longer than one (1) year, except for the following:

(1) A management contract, the terms of which have been approved by the Federal Housing Authority or Veterans Administration.

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

(3) Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration; provided that such policies permit short rate cancellation by the insured.

(4) Lease agreements for laundry room fixtures and equipment of not to exceed five (5) years duration; provided that the lessor under the agreement is not an entity in which Declarant or a Merchant Builder has a direct or indirect ownership interest of ten percent (10%) or more.

(5) Agreements for cable television services and equipment or satellite dish television services and equipment of not to exceed five (5) years duration; provided that the supplier is not an entity in which Declarant or a Merchant Builder has a direct or indirect ownership interest of ten percent (10%) or more.

(6) Agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed five (5) years duration; provided that the supplier is not an entity in which Declarant or a Merchant Builder has a direct or indirect ownership interest of ten percent (10%) or more.

(b) Incurring aggregate expenditures for capital improvements to the Community Common Area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Community Association for that fiscal year.

(c) Selling during any fiscal year property of the Community Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Community Association for that fiscal year.

(d) Paying compensation to Community Directors or to officers of the Community Association for services performed in the conduct of the Community Association's business; provided, however, that the Community Board may cause a Community Director or officer to be reimbursed for expenses incurred in carrying on the business of the Community Association.

3.8 Duties of Community Association. The Community Association shall have the duty and obligation to perform the following acts and functions, subject to and in accordance with this Community Declaration.

(a) Members. The Community Association shall accept each Owner entitled under Section 3.2 above to membership as a member of the Community Association.

(b) Community Standards. The Community Association shall establish and maintain overall quality standards for the Community compatible with Declarant's development plans. The inherent powers and duties emanating therefrom may be delegated by the Community Board to the Community Architectural Committee.

(c) Community Assessments and Funds. The Community Association shall establish, determine, levy, collect and enforce all Community Assessments and cause to be prepared all budgets and financial statements pursuant to Article IV below.

(d) Community Common Area Maintenance. The Community Association shall maintain, replace, repair, paint and landscape the Community Common Area and other property and interests owned by the Community Association and acquire, maintain and replace such furnishings and equipment as the Community Board shall determine proper. If required by the City, the Community Association shall landscape, irrigate and otherwise maintain the landscaped areas which are adjacent to or which are a part of median strips and parkways in any Public Streets as if such areas were a part of the Community Common Area.

(e) Operation of Community Common Area Facilities. The Community Association shall operate or cause to be operated the Community Recreation Facilities and the Community Board shall periodically review the nature and scope of such operations to assure such operations are in satisfactory compliance with the requirements of this Community Declaration.

(f) Review of Neighborhood Operations. The Community Association shall periodically review the operation of the Neighborhood Associations and the maintenance and repair of the property within the Neighborhoods. As provided in Section 6.2 below, the Community Association may take such steps as the Community Board deems appropriate to assure that the operation of the Neighborhoods substantially complies with the standards established for the Community.

(g) Insurance. The Community Association shall provide insurance for the Community Common Area, or other interests owned by the Community Association, including, where possible:

(1) A policy or policies of fire insurance, with extended coverage endorsement; including but without limitation, insurance against theft, vandalism and malicious mischief, for

any improvements on the Community Common Area to the highest insurable value as can be reasonably obtained by the Community Board and such other fire and casualty insurance as the Community Board determines necessary for adequate protection of the Community.

(2) A policy or policies insuring the Community Board, the Community Association, the Community Association's employees, the Neighborhood Associations, the Neighborhood Boards and the Owners against any liability to the public or Owners, incident to the ownership and use of the Community Common Area and any other property or interests owned by the Community Association, and including the personal liability exposure of the Community with respect to such property. Provided that such insurance is available to the Community Association at a reasonable cost, the limits of liability under such insurance shall not be less than TWO MILLION DOLLARS (\$2,000,000) for any one person insured in any one accident, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for property damage for each occurrence (such limits and coverage to be reviewed at least annually by the Community Board and changed in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsements wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against other named insureds.

(3) Errors and omissions insurance covering the Community Board, each Community Director and each and any officer of the Community Association.

(4) Worker's Compensation Insurance to the extent necessary to comply with any applicable laws.

(5) Such other insurance as may be reasonably required to qualify the Community or any part thereof for permanent financing through the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Federal Housing Authority, Veterans Administration or other similar entities purchasing, granting, insuring and/or guarantying mortgages on improved Lots or on Units.

(6) Such other insurance as the Community Board determines as reasonable and appropriate to protect the Community Association and the Owners.

(h) Fidelity Bond. The Community Association shall require that appropriate fidelity bonds be provided protecting the Community Association for any Community Director, employees, managers or other such persons handling monies and accounts of the Community Association. Provided that the same is available to the Community Association at a reasonable cost, the bond shall be in an amount which is not less than one hundred fifty percent

(150%) of each year's estimated annual operating expenses and reserves and shall contain an endorsement of coverage of any person who may serve without compensation.

(i) Liens and Charges. The Community Association shall pay any amount necessary to discharge any lien or encumbrance upon the Community Common Area, or any other property or interests of the Community Association. Where one or more Owners are jointly responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Community Association by reason of said lien or liens shall be specially assessed to said Owner(s).

(j) Community Rules. The Community Association may adopt such rules as the Community Board deems reasonable and appropriate and enforce the same, as provided in Section 3.9 below.

(k) Community Safety. The Community Association may provide for such services for the protection and safety of the Community Common Areas as the Community Board deems reasonable and appropriate; including, but not limited to, security guards and patrols, electronic security devices and equipment and other related security services, equipment and material.

(l) Circulation System. The Community Association shall control, operate, maintain and regulate any non-public pedestrian, equestrian and/or bicycle circulation systems of the Community located on Community Common Area or Neighborhood Common Area in a manner that will facilitate and encourage the use thereof by all Owners.

(m) Utilities. The Community Association shall obtain all utility services necessary or desirable for the benefit of the Community Common Area, including, but not limited to, water, gas, electricity, telephone, communications, refuse collection and sewage disposal.

(n) Recreation Facilities. The Community Association shall accept, maintain and operate such Community Recreation Facilities as it may from time to time be established within the Community and/or conveyed to the Community Association.

(o) Enforcement of Bonded Obligations. When Community Common Area improvements have not been completed prior to the issuance of the first Final Subdivision Public Report for the residential Neighborhood in which such Community Common Area is to be located and the Community Association is the obligee under a bond or other arrangement (hereinafter, "Bond") to secure performance of the commitment of Declarant or a Merchant Builder to complete such Community Common Area improvements, the fol-

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lowing provisions relative to the initiation of action to enforce the obligations of Declarant or a Merchant Builder and the surety under the Bond shall pertain:

(1) The Community Board shall consider and vote on the question of action by the Community Association to enforce the obligations under the Bond with respect to any improvement for which a notice of completion has not been filed within sixty (60) days after the completion date specified for that improvement in the planned construction statement appended to the Bond. If the Community Association has given an extension in writing for the completion of any Community Common Area improvements, the Community Board shall be directed to consider and vote on the aforesaid question if a notice of completion has not been filed within thirty (30) days after the expiration of any such extension.

(2) If the Community Board decides not to or fails to initiate enforcement action, notice shall be given to all of the Neighborhood Delegates of such decision and there shall be a meeting of the Community Association for the purpose of voting to override a decision by the Community Board not to initiate action to enforce the obligations under the Bond or on the failure of the Community Board to consider and vote on the question. The meeting shall be required to be held not less than thirty-five (35) days nor more than forty-five (45) days after receipt by the Community Board of a petition for such a meeting signed by Neighborhood Delegates representing in the aggregate at least five percent (5%) of the members of the Community Association.

(3) There shall be a vote by the Neighborhood Delegates (other than any Neighborhood Delegate elected or controlled by Declarant or a Merchant Builder) at the special meeting called for the purpose set forth in (2) above.

(4) A vote of the Neighborhood Delegates to take action to enforce the obligations under the Bond which in the aggregate represents at least a majority of the total votes of the Community (except those of the Declarant or Merchant Builders) shall be deemed to be the decision of the Community Association and the Community Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Community Association.

3.9 Community Rules. The Community Board may from time to time, subject to the applicable provisions of the Community Bylaws, adopt Community Rules pertaining to the management, operation and use of facilities, improvements or property within the Community Common Area, minimum standards of maintenance of Common Areas, Lots and Units within the Community, traffic and parking restrictions, and any other subject within the jurisdiction of the Community Association. A copy of the Community Rules, as they may from time to time be adopted, amended or

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repealed by the Community Board, shall be mailed or otherwise delivered to each Owner. No Community Rules may be adopted which materially and adversely affect the rights, privileges or preferences of any Owner as specifically set forth in this Community Declaration.

3.10 Enforcement of Community Declaration and Rules.

(a) In the event of a breach of any provision of this Community Declaration or any of the Community Rules by any Owner of property in the Community, his family, guests, employees, invitees, licensees, or tenants, the Community Board, for and on behalf of the Community Association and provision or all other Owners, shall enforce the obligations of each Owner to obey such provision or the Community Rules in any manner provided by law or in equity, including, but not limited to, appropriate hiring of legal counsel, the pursuing of legal action, or suspension of the Owner's right to use the Community Common Area and Community Recreation Facilities; provided, however, any such suspension may not be for a period in excess of thirty (30) days, and only after notice and hearing as herein provided, for each infraction. In addition to the other remedies herein set forth, the Community Board, by majority vote, may levy a fine against such Owner, after appropriate notice and hearing as herein provided, in a reasonable amount for each such violation. Prior to reaching a decision to impose any penalty provided herein for breach of any Community Rules enacted hereunder or provision contained in this Community Declaration, the Community Board shall send written notice to the Owner, specifying the nature of the infraction and provide an opportunity to the Owner to a hearing before the Community Board regarding such infraction and the penalty proposed to be imposed. Said notice shall be given at least fifteen (15) days prior to said hearing. In the event that the Community Board determines that said infraction has occurred, it may impose a penalty to become effective not less than five (5) days after said hearing. Any such determination of the Community Board shall be final. In the event legal counsel is retained or legal action is instituted by the Community Board pursuant to this Section 3.10, any settlement prior to judgment or any judgment rendered in any such action shall include costs of collection, court costs and reasonable attorneys' fees. The Community Board may establish a hearing committee and delegate thereto all of the power, authority and responsibility for holding any hearings and determinations required in this provision.

(b) Notwithstanding anything to the contrary herein contained, neither the Community Board nor the Neighborhood Associations shall have the power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned Lot or Unit, including access thereto over and across the Community Common Area or Neighborhood Common Areas, on account of such Owner's failure to comply with the provisions of this Community Declaration, the Community Bylaws or any Community Rules adopted by the Community Board or the Com-

munity Association relating to the operation of the Community Common Area or Community Recreation Facilities, except when such loss or forfeiture is the result of a judgment of a court or a decision arising out of arbitration or on account of a foreclosure or under the power of sale herein granted for failure of the Owner to pay the assessments levied pursuant to the provisions hereof; provided, however, any monetary penalty imposed by the Community Association as a disciplinary measure for the failure of an Owner to comply with this Community Declaration, the Community Bylaws and/or any Community Rules or as a means of reimbursing the Community Association for costs it incurs in the repair of damages to the Community Common Area and/or Community Recreation Facilities for which such Owner was allegedly responsible and/or bring the Owner and/or his Lot or Unit into compliance with this Community Declaration, the Community Bylaws and/or any Community Rules shall not be enforceable through foreclosure on or by sale of such Lot or Unit in the manner described in Sections 2924, 2924(b) and 2924(c) of the Civil Code of the State of California.

ARTICLE IV

COMMUNITY FUNDS AND ASSESSMENTS

4.1 Community Funds. The Community Association shall establish and maintain a maintenance and operation fund into which the Community Board shall deposit Regular Community Assessments. The Community Association shall also establish and maintain such other funds as the Community Board deems appropriate for deposit and disbursement of other assessments as the Community Board may from time to time establish. All of said funds are generally referred to herein as the Community funds. The Community Board shall establish and collect all Community Assessments and, where necessary, enforce the liens therefor as provided in this Article IV.

4.2 Purpose of Community Assessments. The Community Assessments shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, tenants and other authorized users of the Community and for the improvements, maintenance and operation of the Community Common Area, including the facilities located thereon, thereby preserving and enhancing the value of the Community as a whole and thus, benefiting the entire Community.

4.3 Nature of Community Assessments. The Community Board shall establish the following Community Assessments, each of which shall be used only for the purposes specified in this provision:

(a) Regular Community Assessments. The Regular Community Assessments shall be an annual assessment fixed and levied by the Community Board, based upon the estimated costs of

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operation of the Community Association, the accomplishment of its purposes, performance of its duties and the exercise of its powers that benefit the entire Community, as more particularly set forth in Section 4.5.

(b) Reconstruction Community Assessments. Reconstruction Community Assessments may be levied by the Community Board under the conditions and in the manner specified in Article IX.

(c) Capital Improvement Community Assessments. Capital Improvement Community Assessments may be levied by the Community Association in any Assessment year, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction of a capital improvement on the Community Common Area including, but not limited to, Community Recreation Facilities, outbuildings, storage or office facilities, landscaping, fences, walkways, equestrian and/or bicycle trails, fixtures and personal property related thereto; provided that any Capital Improvement Community Assessment aggregating in excess of five percent (5%) of the budgeted gross expenses of the Community Association for that fiscal year shall have received the vote or written consent of the members constituting a quorum [comprised of fifty percent (50%) of the members] and entitled to cast at least a majority of the votes (excluding the votes of Declarant and Merchant Builders) at a meeting at which such a quorum is present (in person or by proxy). Capital Improvement Community Assessments shall be assessed and shall be allocated to Owners in the same manner as Regular Community Assessments.

(d) Special Community Assessments. Special Community Assessments may be levied at any time during any fiscal year if the Regular Community Assessments prove inadequate for any reason, including nonpayment of any Owner's share thereof. No such Special Community Assessment shall exceed five percent (5%) of the budgeted gross expenses of the Community Association for the fiscal year without the vote or written consent of the members constituting a quorum [comprised of fifty percent (50%) of the members] and entitled to cast at least a majority of the votes (excluding the votes of Declarant and Merchant Builders) at a meeting at which such a quorum is present (whether in person or by proxy). Special Community Assessments shall be allocated in the same manner as Regular Community Assessments.

(e) Enforcement Community Assessments. The Community Association may levy an Enforcement Community Assessment against any Owner for violation of any of the provisions of this Community Declaration or for violations of any of the Community Bylaws or Community Rules covering the use of any of the Community. The Community Board shall have the authority to adopt a reasonable schedule of Assessments for any violation of this Community Declaration, Community Articles, Community Bylaws and/or Community Rules. If after notice and a hearing as required by the Bylaws, the Owner fails to cure or continues such violation, the Community Association may impose an additional

Enforcement Community Assessment each time the violation is repeated. A hearing committee may be established by the Community Board to administer the foregoing.

(f) Single Benefit Community Assessment. The Community Board may establish a Single Benefit Community Assessment for reconstruction, capital improvement, extraordinary maintenance, or any other cost or expense not otherwise provided for in this Community Declaration which will benefit less than all of the Community due to restrictions on the use or benefit of such Assessments to an individual Neighborhood or Non-Residential Area. Such a Single Benefit Community Assessment may be imposed only by a vote of a majority of the Community Directors and must be ratified by a vote or written assent of at least fifty-one percent (51%) of the Owners within the Neighborhoods and/or Non-Residential Areas in the Community on whom such Single Benefit Community Assessment will be levied within ninety (90) days of the vote of the Community Board. Each Single Benefit Community Assessment shall be segregated in the Community funds solely to the Neighborhoods and/or Non-Residential Areas which solely derive the benefit therefrom. In the event that the Community Association obtains income directly related to an item which has been assessed as a Single Benefit Community Assessment, such income shall be allocated so as to reduce or offset such Single Benefit Community Assessments. Whenever the Community Association performs any service or accomplishes any item of repair or maintenance which it is the duty of a Neighborhood or a Non-Residential Area to accomplish, but which has not been accomplished by such Neighborhood or Non-Residential Area, or whenever the Community Association determines to preempt the performance of a Neighborhood or a Non-Residential Area of a given act of maintenance or repair, the Community Association shall specifically charge the cost thereof to the Neighborhood or Non-Residential Area for which such work was done and shall include such additional cost as a Single Benefit Community Assessment for such Neighborhood or Non-Residential Area. Any Single Benefit Community Assessment shall be allocated among the Neighborhood Owners in the same manner as the Neighborhood regular assessments are allocated in the Neighborhood Restrictions and if there are no Neighborhood regular assessments, then such Single Benefit Community Assessment shall be allocated equally to the Owners within such Neighborhood or the Owners of the Non-Residential Areas.

(g) Emergency Powers of the Community Board. Notwithstanding any other provision contained in this Section 4.3, the Community Board may increase Community Assessments necessary for emergency situations. For purposes hereof, an emergency situation is any one of the following:

(1) An extraordinary expense required by an order of a court.

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(2) An extraordinary expense necessary to repair or maintain the Community Common Area where a threat to personal safety on the property is discovered.

(3) An extraordinary expense necessary to repair or maintain the Community Common Area that could not have been reasonably foreseen by the Community Board in preparing and distributing the proforma operating budget. However, prior to the imposition or collection of an assessment under this Section 4.3(g), the Community Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the members with the notice of assessment.

4.4 Allocation of Assessments to Lots or Units. The Community Assessments established in Section 4.3 and to be levied pursuant to Section 4.6 shall be allocated to each assessable Lot and/or Unit as follows:

(a) Uniform Allocation of Community Assessments. Unless otherwise provided in the Supplemental Restrictions applicable to a given portion of the Community, the Regular Community Assessments, Reconstruction Community Assessments, Capital Improvement Community Assessments and Special Community Assessments shall be allocated equally to each Lot and/or Unit in the Community. For each Neighborhood in the Community which has not been subdivided into Lots and/or Units, such Community Assessments shall be allocated in the same manner as votes [on the basis of one (1) vote per Lot or Unit] are determined pursuant to Section 3.4 above.

(b) Enforcement and Single Benefit Community Assessments. Enforcement Community Assessments and Single Benefit Community Assessments shall be levied directly to the individual Lots, Units, Neighborhoods or Non-Residential Areas as specified in Section 4.3.

4.5 Budget of Community Expenses. The Community Board shall prepare or cause to be prepared for each fiscal year a budget of the total operating expenses of the Community Association. Said budget shall contain estimates of all expenses of the Community Association determined on the basis of the actual services to be undertaken by the Community Association and the projected operating costs for each Community facility which is or will be operational during any part of the fiscal year. The budget shall include (i) estimated revenues and expenses of the Community Association on an accrual basis, (ii) the amount of total cash reserves of the Community Association currently available for replacement of or major repairs to the Community Common Area and Community Recreation Facilities and for contingencies, (iii) an itemized estimate of the remaining life of, and the methods of funding to defray the costs of repair, replacement or additions to, major components of the Community Common Area and

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Community Recreation Facilities for which the Community Association is responsible and (iv) a general statement setting forth the procedures used by the Community Board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Community Common Area and Community Recreation Facilities for which the Community Association is responsible. The budget shall be distributed to all Owners not less than forty-five (45) and not more than sixty (60) days prior to the beginning of each fiscal year. The budget for the initial fiscal year shall be prorated for the balance of the year remaining. The Community Board shall assess the total operating expenses determined by the budget to all assessable Owners as the Regular Community Assessment, allocated as specified in Section 4.4(a). The Regular Community Assessment for any given year shall not be more than one hundred fifteen percent (115%) of the Regular Community Assessment for the immediately preceding fiscal year, unless approved by the prior vote or written consent of the members constituting a quorum [comprised of fifty percent (50%) of the members] and entitled to cast at least a majority of the votes (excluding the votes of Declarant and Merchant Builders) at a meeting at which such a quorum is present (whether in person or by proxy); provided, however, such limitation shall not apply to an increase in the Regular Community Assessment which results from the Annexation of additional property into the Community.

4.6 Levy of Community Assessments. Community Assessments shall be levied and commence according to the following procedures:

(a) Commencement of Regular Community Assessments. Regular Community Assessments shall commence as to all Lots and/or Units in a phase or increment of a Neighborhood or Non-Residential Areas (if subject to assessment hereunder) in the Community on the first day of the month following the closing of the first sale of any Lot and/or Unit in such phase or increment of such Neighborhood in the Community to an Owner other than Declarant or a Merchant Builder or, with respect to Non-Residential Areas on such date as may be specified in the Supplemental Restrictions by which such property may be annexed into the Community. As used herein, the term "phase or increment" shall mean and refer to that portion of a Neighborhood that is the subject of a Final Subdivision Public Report issued by the Department of Real Estate of the State of California. As to any property which is annexed into the Community, the Regular Community Assessment shall commence as to all Lots and/or Units within a phase or increment of such annexed property upon the first day of the first month following the closing of the sale of the first Lot or Unit in such phase or increment of such annexed property unless otherwise provided in the Supplemental Restrictions pursuant to which such property is annexed into the Community.

(b) Annual Levy of Assessment. The Community Board shall fix the amount of the Regular Community Assessment at least forty-five (45) and not more than sixty (60) days in advance of each fiscal year. Written notice of the Regular Community Assessment shall be sent to every Owner subject thereto at least forty-five (45) days and not more than sixty (60) days prior to its effective date. Unless expressly provided otherwise by the Community Board, each Regular Community Assessment shall be payable in twelve equal monthly installments, the first of which installments shall be due and payable on the first day of the first month of each fiscal year.

(c) Other Assessments. Subject to the procedures established in Section 4.3, all other Community Assessments shall be fixed at such times and in such amounts as the Community Board deems appropriate, and the Owners within the Community shall be given reasonable notice thereof. The due dates for such other Community Assessments shall be established by the Community Board.

(d) Certificate of Payment. The Community Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Community Association or its named agent setting forth whether the Community Assessments on a specified Lot or Unit have been paid.

(e) No Offsets. All Community Assessments shall be payable in the amounts specified by the particular Community Assessment and no offsets against such amounts shall be permitted for any reasons, including, without limitation, a claim that the Community Association is not properly exercising its duties of maintenance, operation or enforcement.

(f) Community Assessment Rolls. The Community Association shall maintain and revise annually, one (1) or more Community Assessment roll(s) of Owners reflecting the Lots or Units owned, the Neighborhood in which the Lot or Unit is located, and other data necessary to levy the Community Assessments. To facilitate the preparation of the Community Assessment roll(s), each Neighborhood Board shall supply the Community Association with the Neighborhood Assessment rolls and all amendments or revisions thereto on a regular basis. If any Neighborhood fails to so furnish its Neighborhood Assessment roll, the Community Board shall be entitled to establish the said roll for such Neighborhood and charge the costs therefor to each Lot or Unit in the Neighborhood as a Special Benefit Community Assessment.

(g) Transfer of Property. After transfer or sale of property in the Community, the selling Owner or Owners shall not be liable for any Community Assessment levied on the property after the date of such transfer of ownership and written notice of such transfer is delivered to the Community Association. The selling Owner shall still be responsible for all Assessments and

charges levied on the property prior to any such transfer and notice.

4.7 Creation of Power to Lien and Personal Obligation of Assessments. The Declarant, for each Lot and/or Unit or portion of unsubdivided property which is subject to Community Assessments under this Community Declaration, hereby covenants, and each Owner of any such Lot and/or Unit or portion of unsubdivided property, including Merchant Builders, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Community Association the Community Assessments provided for herein. All of the Community Assessments shall be deemed delinquent if not paid within fifteen (15) days after they become due. The Community Association is hereby empowered to record notices of delinquency as provided for in Section 4.8 below and to adopt a late charge for delinquent Community Assessments, provided that such late charge does not exceed the greater of (i) Ten Dollars (\$10.00) or (ii) Ten Percent (10%) of the delinquent Community Assessment. Each Community Assessment together with late charges, interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot and/or Unit or unsubdivided property at the time when the Community Assessment became due and payable.

4.8 Effect of Non-Payment of Community Assessments - Remedies of Community Association. Any Community Assessments which are not paid within fifteen (15) days of their due date shall be delinquent. If any Community Assessment is not paid within thirty (30) days of its due date, the Community Assessment shall bear interest from the date of delinquency at the rate of Twelve Percent (12%) per annum. In the event of a default or defaults in payment of any Community Assessment, and in addition to any other remedies herein or by law provided, the Community Association may enforce each such obligation as follows:

(a) By suit or suits at law to enforce such Community Assessment obligation. Any judgment rendered in any such action shall include a sum for reasonable attorneys' fees in such amount that the Court may adjudge against such defaulting Owner. Upon full satisfaction of any such judgment, it shall be the duty of the Community Association by any authorized officer thereof to execute and deliver to the judgment debtor an appropriate satisfaction and release thereof.

(b) Within thirty (30) days after the delinquency of any Community Assessment, the Community Association shall give a notice to the defaulting Owner which said notice shall state the date of the delinquency, the amount of the delinquency, and make a demand for payment thereof. If such delinquency is not paid within ten (10) days after delivery of such notice, the Community Association may record a notice of delinquent assessment against the Lot and/or Unit of such delinquent Owner. Such notice of delinquent assessment shall state (i) the name of the delinquent

Owner or reputed Owner, (ii) a description of the Lot and/or Unit against which the notice of delinquent assessment is recorded, (iii) the amount claimed to be due and owing, (iv) that a claim of lien is made by the Community Association pursuant to the terms of this Community Declaration against said described Lot and/or Unit in an amount equal to the amount of the stated delinquency, plus interest and attorneys' fees and (v) in order for the lien to be enforced by nonjudicial foreclosure as provided for below, the name and address of the trustee authorized by the Community Board to enforce the lien by sale. Any such notice of delinquent assessment shall be signed and acknowledged by an authorized officer of the Community Association, and shall be recorded in the Office of the Recorder of the County of Riverside, State of California. Each delinquency may constitute a separate basis for a claim of lien. Any such lien (other than a claim arising out of a delinquent Enforcement Community Assessment) may be foreclosed by appropriate action in Court or in the manner provided by law for the foreclosure of a mortgage or deed of trust under power of sale. Any such sale provided for above shall be conducted in accordance with the provisions of Section 2924, 2924(b) and 2924(c) of the Civil Code of the State of California, applicable to the exercise of powers of sale in mortgages or deeds of trust, or in any other manner permitted or provided by law. In the event such foreclosure is by an action in Court, reasonable attorneys' fees shall be allowed. In the event the foreclosure is conducted under a power of sale, any authorized officer of the Community Association or trustee authorized by the Community Board to act on behalf of the Community Association shall be deemed to be acting as would an agent of a Mortgagee or beneficiary and shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. A certificate of sale shall be executed and acknowledged by the person conducting the sale. A deed upon foreclosure shall be executed in a like manner. The Community Association, through its duly authorized agent or trustee, shall have the power to bid at the sale on the Lot and/or Unit and if necessary, to use Community Association funds or funds borrowed for such purpose to acquire and hold, lease, mortgage and convey such Lot and/or Unit.

(c) Upon the timely curing of any default for which a notice of delinquent assessment was filed by the Community Association, the Community Association shall cause to be recorded an appropriate release of such notice. The defaulting Owner shall pay a reasonable fee, to be determined by the Community Association, to cover the cost of preparing and recording such release together with a payment of such other costs, interest or fees as shall have been incurred.

(d) The Community Assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution of all other rights and remedies which the Community Association and its assigns may have hereunder and by

law, including a suit to recover a money judgment for unpaid Community Assessments as above provided.

(e) Each Owner hereby vests in and irrevocably delegates to the Community Board or its duly authorized representatives the right and power to bring all actions at law or equity, and lien foreclosures, whether judicially or by power of sale, or otherwise, against any Owner for the collection of delinquent Community Assessments in accordance herewith, and hereby expressly waives any objection to the enforcement in accordance with this Community Declaration of the obligation to pay Community Assessments as set forth in this Community Declaration.

4.9 Collection of Community Assessment. At the option of the Community Board, the Community Board may delegate the collection and/or administration of the Community Assessment allocable to any particular Neighborhood to the Neighborhood Association for that Neighborhood. Any such collection and/or administration so delegated shall be undertaken at the cost of said Neighborhood Association. The Neighborhood Association shall deposit any Community Assessments so collected in a separate trust fund for the benefit of the Community Association. Such Community Assessments collected by a Neighborhood Association shall be paid to the Community Association on a minimum of a monthly basis. The Neighborhood Association shall furnish the Community Association on a minimum of a monthly basis a report of the current status of the Community Assessment payments of each Owner in the Neighborhood.

4.10 Neighborhood Assessments. The Community Association is empowered to, but shall not have the duty to, collect, enforce and otherwise administer the Neighborhood Assessments of any and all Neighborhoods such that Community Assessments and Neighborhood Assessments may be collected contemporaneously. The Community Board shall disburse funds collected on behalf of any such Neighborhood Association as promptly as possible. The Community Board may not charge for any such collection other than any actual additional costs for such collection that are charged to the Community Association. In the event a Neighborhood Association fails to levy or collect Neighborhood Assessments or fails to duly operate and maintain the Neighborhood to the standards established for the Community, the Community Association may elect to preempt the rights of the Neighborhood Association and may fix, levy, collect and enforce said Neighborhood Assessments and arrange for such operation and maintenance. Such preemption regarding Neighborhood Assessments and maintenance shall require a vote or written consent of eighty percent (80%) of the Community Directors, which vote must be ratified by a vote or written consent of eighty percent (80%) of the Neighborhood Delegates within ninety (90) days of the vote of the Community Board. Any Neighborhood Assessments collected under such preemption by the Community Association shall be used solely for the purposes stated in the Neighborhood Restrictions for the Neighborhood from which the Neighborhood Assessments were

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(a) The right of the Community Association to charge reasonable admission and other fees for the use of any Community Recreation Facility and/or Community Common Area in general;

(b) The right of the Community Association to suspend the voting rights and the right to the use of Community Common Area (except the streets, sidewalks, and other means of ingress and egress) by an Owner (and his invitees, guests, or lessees) for any period during which any Community Assessment against his Lot or Unit remains unpaid, or for a period not to exceed thirty (30) days for any infraction of its published Community Rules, the Community Bylaws, or this Community Declaration, pursuant to the provisions of Section 3.9 hereof.

(c) The right of the Community Association to limit the use of portions of the Community Common Area and/or Community Recreation Facilities solely to those Community Owners who own Lots or Units in a specific Neighborhood or Neighborhoods and the right of the Community Association to limit or permit usage thereof by non-members as the Community Association deems appropriate. The Community Association may limit the number of guests of Owners using the Community Common Area and Common Recreation Facilities.

(d) The right of the Community Association to dedicate or transfer all or any part of the Community Common Area to a Neighborhood Association or to any assessment district, public agency, authority or utility for such purposes and subject to such conditions as the Community Association may deem proper.

(e) The right of the Community Association to enact and enforce Community Rules affecting use of the Community Common Area in furtherance of this Community Declaration.

(f) The rights of Owners stated in Section 5.6(c) below to easements appurtenant to the various Lots or Units for encroachments on the Community Common Area.

(g) The right of the Community Association to limit and restrict the use of the Community Common Area and portions thereof, during specific times or on specific dates, and to prohibit all use and access to portions of the Community Common Area as deemed necessary by the Community Board for health, safety, welfare, privacy or security purposes.

5.4 Alteration or Improvement of Community Common Area. Other than work performed by Declarant or a Merchant Builder in connection with development of the Community Common Area, no work which in any way alters any Community Common Area from its natural or existing state after the date such Community Common Area was conveyed to the Community Association shall be made or done except by the Community Association or its agents. The Community Association shall reconstruct, replace or refinish any improvement or portion thereof situated within the Community Common

(b) Unsubdivided property in Neighborhood Residential Areas (excluding any apartment projects).

4.14 Property Not Subject to Assessments. The following property within the Community shall not be subject to any of the Community Assessments unless otherwise provided by the Supplemental Restrictions pursuant to which such areas are annexed into the Community:

- (a) Community Common Areas.
- (b) Neighborhood Common Areas.
- (c) Park Areas.
- (d) School Areas.
- (e) Church Sites.
- (f) Community Recreation Facilities.
- (g) Membership Recreation Facilities.
- (h) Public and Private Streets.
- (i) Community Civic Areas.
- (j) Property owned by any governmental entity.
- (k) Community Commercial Areas and Non-Residential Areas
- (l) Apartment projects located within the Community.

If use of any such property changes to an assessable use, then any such property shall be assessed pursuant to this Community Declaration.

ARTICLE V

PROPERTY RIGHTS: COMMUNITY COMMON AREA

5.1 Ownership of Community Common Area. The Community Common Area shall be (i) conveyed in trust for the benefit of the Community Association or (ii) conveyed to, owned and/or leased by the Community Association prior to the close of escrow in the first sale of a Lot and/or a Unit within a Neighborhood to an Owner other than Declarant or a Merchant Builder. The Community Association shall accept the conveyance or lease of Community Common Area conveyed or leased to it pursuant to this Article V.

5.2 Permitted Uses of Community Common Area. The Community Common Area shall be used by the Owners, their families, tenants, guests, patrons or invitees for the common interest and benefit of the Community in accordance with the uses established in and subject to this Community Declaration.

5.3 Owner's Easements of Use. Every Owner shall have a right and easement of enjoyment in and to the Community Common Area which shall be appurtenant to and shall pass with the title to every Lot or Unit within the Community, subject to the following provisions:

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collected. If by vote of eighty percent (80%) of the Community Board, the Community Board finds it necessary to directly retain the funds collected pursuant to this provision and directly disburse such funds to assure that the Neighborhood is being properly operated and maintained, the Community Association may do so. A Neighborhood Association may not levy or collect any Neighborhood Assessments during the period in which the Community Association has preempted its rights to so levy or collect Neighborhood Assessments. A resolution by the Community Board for any such preemption shall end at the beginning of the next fiscal year of the Neighborhood Association; such preemption may be reenacted by the Community Board on a finding of a necessity to do so by a vote of eighty percent (80%) of the Community Directors, which vote shall be ratified in the same manner as the original vote to so preempt. The Community Association may include in any such preempted Neighborhood's Assessment a reasonable amount for reimbursement of direct costs of administration and collection of such preempted Neighborhood Assessment.

4.11 Subordination of the Lien to Mortgages. The lien of the Community Assessments provided for herein shall be subordinate to the lien of any recorded first Mortgage (meaning a Mortgage with first priority over other Mortgages). Sale or transfer of any Lot or Unit shall not affect any Community Assessment lien; provided, however, the sale or transfer of any such Lot or Unit which is subject to any recorded first Mortgage pursuant to a decree of foreclosure, or a sale under power of sale under such first Mortgage, shall extinguish the lien of such Community Assessments as to payments thereof which become due prior to such sale or transfer. Pursuant to the provisions hereof, liens shall be created on the interest of the purchaser at such foreclosure sale, to secure all Community Assessments assessed hereunder to such purchaser, as an Owner after the date of such foreclosure sale, which liens shall have the same effect and be enforced in the same manner as provided herein. The lien for unpaid Community Assessments shall be prior to any lien for an unpaid Neighborhood Assessment. Nothing in this Section 4.11 shall be construed to release any Owner from his personal obligation to pay for any Community Assessments levied pursuant to this Community Declaration.

4.12 Association Records. The Community Board shall prepare or cause to be prepared and distributed the budgets, balance sheets, operating statements and other information required to be so prepared and distributed by the Community Bylaws.

4.13 Property Subject to Assessments. The following property within the Community shall be subject to Community Assessments:

(a) Residential Lots or Units, whether improved or unimproved;

Area. Such work shall be in accordance with the original design, finish or standard of construction of such improvement when such Community Common Areas was conveyed initially to the Community Association and which was approved by the City or in a different manner if approved by the City. Additionally, the Community Association shall maintain and landscape the Community Common Area and the Community Association may place and maintain upon the Community Common Area such signs as the Community Board may deem necessary for the identification of the property and the roads, regulation of traffic, including parking, the regulation and use of the Community Common Area, and for the health, welfare and safety of the Owners and guests in all Neighborhoods subject to the jurisdiction of the Community Association.

5.5 Limitations on Use of Community Common Area. The following restrictions on use of the Community Common Area shall apply:

(a) Insurance; Hazards and Waste. Nothing shall be done or kept in the Community which will increase the rate of insurance on the Community Common Area without the prior written consent of the Community Board. No Owner shall permit anything to be done or kept on his Lot or Unit or in the Neighborhood Common Area or Community Common Area which will result in the cancellation of insurance on any Lot or Unit improvement, Neighborhood Common Area, or Community Common Area, or which would be in violation of this Community Declaration or any law. No waste will be committed in or upon the Community Common Area.

(b) No Obstructions. There shall be no obstruction of the Community Common Area except as permitted herein or as provided by the Community Rules. Nothing shall be placed or stored in the Community Common Area except as allowed by the express written permission of the Community Board.

(c) Nuisances. No noxious or unreasonably offensive activities shall be carried on, nor shall anything be done or placed on the Community Common Area which are or may become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to Owners in the Community in the enjoyment of their property or in the enjoyment of the Community Common Area.

(d) Rubbish. No portion of the Community shall be used or maintained as a dumping ground for rubbish.

(e) Fires. There shall be no exterior fires on Community Common Area, except barbecue fires contained within receptacles provided by the Community Association, or as otherwise permitted by written consent of the Community Board.

(f) Signs. No sign of any kind shall be placed or displayed on the Community Common Area, without the prior consent of the Community Board, except:

(1) Such signs as may be required by legal proceedings, or the prohibition of which is precluded by law;

(2) During the time of construction of any improvement by Declarant or Merchant Builders, sales advertising and/or identification signs regarding financing and construction;

(3) Such signs as may be required for traffic control and regulation of open areas within the Community;

(4) Such identification signs as may be deemed appropriate by the Community Board to designate facilities within the Community; and

(5) Such signs as Declarant may locate on the Community Common Area and/or any Neighborhood Common Areas and/or on any Lots or Units owned by Declarant, as Declarant deems necessary or desirable in its sole discretion to facilitate the marketing of Lots and Units in the Community. Declarant may permit one or more Merchant Builder(s) to place such signs on Community Common Area, Neighborhood Common Areas and/or Lots or Units owned by such Merchant Builder(s) for the same purpose as Declarant deems appropriate. Notwithstanding the above, the provisions of this Section 5.5(f)(5) shall terminate and be of no force or effect upon the later to occur of (i) the fifth (5th) anniversary of the original issuance of the most-recently-issued Public Report for a phase or an increment of a Residential Neighborhood in the Community or (ii) the close of escrow on the sale to an Owner other than a Merchant Builder of the last Lot or Unit within the Community.

(g) Temporary Structures and Recreational Vehicles, Boats, Trailers. No trailer, tent, shack or other outbuildings shall be kept upon the Community Common Area or in any street within the Community except in connection with work or construction diligently pursued. No mobile homes, campers, recreational vehicles, boats or trailers shall be kept upon Community Common Area or in any street or Lots, Units or Neighborhood Common Area within the Community except in locations expressly approved and designated on the Land Use Plan and/or by the Community Board for such purposes.

(h) Vehicles. No vehicle of any type, motorized or otherwise, shall be operated on the Community Common Area except as authorized by the Community Association. No automobile or other motor vehicles shall be parked in the Community Common Area or in any street within the Community except in parking areas as designated by the Community Board or by ordinance of the City. No vehicles shall be kept or stored on the Community Common Area or in any street within the Community for purposes of accomplishing repairs thereto or for the reconstruction thereof, except as permitted by resolution of the Community Board.

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(i) Pets. No pet or other animal shall be permitted on the Community Common Area except as allowed by the Community Rules. The Owner of any pet or animal shall be responsible for the immediate removal and clean-up of such animal's waste. The Owner of any pet or animal shall at no time allow such animal to run unrestrained on Community Common Area or the streets, sidewalks, equestrian trails or pathway areas of the Community and the Owner of such pets shall at all times have full and complete control over such animal. The Community Board shall have the right after notice and hearing to remove animals from the Community which it finds constitute a continuing unreasonable nuisance to Owners and/or their property.

(j) Antennas and Satellite Dishes. Unless otherwise approved by the Community Architectural Committee (in which event proper enclosure and/or screening shall be required), no radio, television or other communications antenna or satellite dish shall be placed in any outdoor location upon any portion of any Lot and/or Unit which permits such device to be seen from any other Lot and/or Unit.

(k) Delegation of Use. Any Community Owner may delegate, in accordance with the Community Bylaws, his right of enjoyment to the Community Common Area and facilities to his tenants in possession of his Lot or Unit.

(l) Non-Severability. In no event shall an Owner sell or otherwise sever or separate the interest he may have in the Community Common Area from his ownership interest in a Lot or Unit.

5.6 Easements and Encroachments Over Community Common Area. The ownership rights of the Community Association to the Community Common Area shall be subject to the following easement rights and encroachment rights:

(a) Utilities. Each Owner of a Lot or Unit served by utility connections, lines or facilities, including those for water, electric, gas, sanitary sewer, telephone, drainage and Community communication services, shall have the right and is hereby granted an easement across, over, under and through the Community Common Area for entry to the full extent necessary by the appropriate utility companies where such connections, lines or facilities may be located for repair, replacement and maintenance thereof pursuant to the direction of the Community Association. Whenever utility connections, lines or facilities installed within the Community serve more than one Lot or Unit, the Owner of each Lot or Unit served thereby shall be entitled to full use and enjoyment of the portions thereof which service his Lot or Unit. Declarant hereby reserves to itself easements across, over, under and through the Community Common Area for installation of utility connections, lines or facilities serving the Community on any property which may be annexed into the Community, together with the right to grant and transfer the same

to the Community Association, Neighborhood Associations, utility companies, the City, Merchant Builders or other appropriate persons or entities.

(b) Development and Sales. There is hereby reserved to Declarant, together with the right to grant the same to Merchant Builders, easements over the Community Common Area and the facilities located thereon for construction and sales activities all as more particularly described in Article X. Furthermore, there is reserved to Declarant easements and rights of way across, over, under and across the Community Common Area for access to and development of the property described on Exhibit "B", which easements and rights Declarant may assign to its successors in interest and Merchant Builders of said property.

(c) Encroachments. Each Owner of a Lot or Unit adjacent to the Community Common Area shall hereby have an easement over said Community Common Area for use and maintenance of encroachments thereon due to settlement or shifting of buildings or other improvements, original construction errors or any other similar causes, so long as said encroachments exist. However, no such easement for encroachment shall exist if an encroachment occurred due to the willful conduct of the Owner of the Lot or Unit. The rights and obligations of Owners in the Community shall not be otherwise altered or affected by any such encroachment. In the event any Lot, Unit or Neighborhood Common Area adjoining the Community Common Area is situated on the interior of the enclosure of an original boundary fence to the Community Common Area, such property shall be maintained as such Community Common Area, until and unless such fence is relocated.

ARTICLE VI

PROPERTY RIGHTS: RESIDENTIAL NEIGHBORHOOD

6.1 Neighborhood Restrictions. Each residential Neighborhood may have Neighborhood Restrictions which shall specify the procedures for operation and management of the Neighborhood and establish the uses permitted and prohibited regarding the Lots and/or Units and any Neighborhood Common Area within such Neighborhood. The Neighborhood Restrictions may be established by Declarant or the Merchant Builder of the Neighborhood prior to the sale of the first Lot or Unit in the Neighborhood and shall be subject to review and approval by Declarant to assure consistency and compatibility with the standards and procedures of this Community Declaration. There shall be no amendment of the provisions in any such Neighborhood Restrictions regarding the uses permitted or prohibited in the Neighborhood except with the written consent of the Community Board and, until fifteen (15) years after the date of recordation of this Community Declaration, the Declarant. The Owner of each Lot or Unit shall comply with the provisions of any Neighborhood Restrictions applicable thereto, including, without limitation, the provisions thereto

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pertaining to maintenance and landscaping. A Neighborhood Association may be established for each Neighborhood. There shall be no more than one (1) Neighborhood Association for each Neighborhood in the Community.

6.2 Neighborhood Maintenance. For the benefit of the entire Community, it is essential that each Neighborhood, and every Lot and Unit and all Neighborhood Common Areas therein, be properly maintained. The following standards and procedures shall apply to such Neighborhood maintenance:

(a) Owner's Improvement Maintenance. Each Owner of each Lot or Unit shall maintain the building or buildings upon such Lot or Unit, including landscaping, walkways and paving, in good condition, making all appropriate repairs and replacements (including periodic repainting) as often as the same shall become necessary, except to the extent such maintenance is to be accomplished by the Neighborhood Association.

(b) Landscaping Installation and Maintenance. Unless the Merchant Builder has agreed to install landscaping on a particular Lot or Unit, which landscaping is to be installed within six (6) months from the date of purchase of a Lot or Unit from a Merchant Builder by the initial Owner or a successor thereof in conformance with the standards established by the Community Architectural Committee. Except to the extent that Neighborhood Restrictions require such maintenance to be accomplished by the Neighborhood Association, the Owner of each Lot or Unit shall maintain the landscaping upon his Lot or Unit in good condition in conformance with the Community Architectural Committee's standards, removing all weeds and watering and trimming lawns and shrubs as often as the same shall be necessary.

(c) Neighborhood Maintenance. Each Neighborhood Association shall perform all maintenance and landscaping required by the Neighborhood Restrictions. There shall be no amendment of the Neighborhood Restrictions regarding such duties and obligations by the Neighborhood Association except with the prior written consent of the Community Association and, until fifteen (15) years after the date of recordation of this Community Declaration, Declarant.

(d) Default in Maintenance. In the event that required maintenance, repair or landscaping is not accomplished by the Owner or Neighborhood Association, as the case may be, after thirty (30) days' written notice from the Community Board, the Community Board may elect to preempt the maintenance and repair functions of the Owner or Neighborhood Association by the vote or written consent of eighty percent (80%) of the Community Directors, which vote must be ratified by a collective vote of not less than eighty percent (80%) of the Neighborhood Delegates

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within ninety (90) days of the vote of the Community Board. After such preemption is ratified, the Community Board may cause the work to be done and the cost of such maintenance, repair or landscaping shall be added to and become a part of the Single Benefit Community Assessment to which such Lot, Unit, Neighborhood or Non-Residential Area is subject.

(e) Work Approval. No work of improvement, grading or excavation shall be undertaken upon any Lot, Unit or Neighborhood Common Area without the prior approval of the Community Architectural Committee as provided herein, except for work to be accomplished by Declarant or Merchant Builders.

6.3 Easements and Encroachments Over Neighborhoods.

(a) Easements for Maintenance. There are hereby established in favor of the Community Association, easements across, over, under and through all Lots, Units and Neighborhood Common Areas for access to and for the maintenance, repair and/or replacement of the Community Common Area and/or any equipment or facilities servicing the Community Common Area (whether or not such equipment or facilities are located upon the Community Common Area); provided, however, that such easements may only be utilized with as little inconvenience as possible to the Owners of the affected Lots, Units or Neighborhood Common Areas and any damage to the Lots, Units or Neighborhood Common Areas caused by the use of such easements shall be paid for by the person or entity causing such damage.

(b) Encroachment of Community Facilities. In the event any Community Common Area improvement, including structures or any portions thereof, roof overhangs and fences as originally constructed by Declarant or a Merchant Builder encroaches upon any Lot or Unit or Neighborhood Common Area, there shall be an easement for the location and maintenance of such encroachment while it exists.

6.4 Uses and Activities Within Neighborhood. The Lots or Units in each of the Neighborhoods shall be occupied and used for such purposes as are set forth in this Community Declaration and in any applicable Neighborhood Restrictions. The Community Association shall expressly be made a third party beneficiary to any Neighborhood Restrictions. The Community Association shall have the right to enforce any provision of any Neighborhood Restrictions, to the extent that the Community Board deems it necessary to protect the overall interests in the Community. The Community Association shall not, however, in any event, be considered as having a duty or obligation to enforce any particular provision of any particular Neighborhood Restrictions.

ARTICLE VII

PROPERTY RIGHTS: NON-RESIDENTIAL AREAS

7.1 Non-Residential Areas. The Non-Residential Areas in the Community shall be owned and improved pursuant to the uses established therefore in the Land Use Plan. Prior to the conveyance of property in such Non-Residential Areas to Owners, Declarant shall establish Supplemental Restrictions pertaining to the nature and requirements for the use thereof compatible with the standards established for the Community. In no event shall the Community Association interfere with the rights of the Owners of such Non-Residential Areas to duly carry out their commercial enterprises in accordance with such Supplemental Restrictions. Owners of such Non-Residential Areas shall not be entitled to the membership rights in the Community Association and shall not be subject to the limitations, requirements or any Assessment specified in this Community Declaration, unless expressly provided otherwise in such Supplemental Restrictions.

7.2 Easements Over Non-Residential Areas. There is hereby established in favor of the Community Association, easements across, over, under and through all Non-Residential Areas in the Community for access to and for the maintenance, repair and/or replacement of the Community Common Area and/or any equipment or facilities servicing the Community Common Area (whether or not such equipment or facilities are located upon the Community Common Area); provided, however, that such easements may only be utilized with a little inconvenience as possible to the Owners of the Non-Residential Areas and any damage to the Non-Residential Areas caused by the use of such easements shall be paid for by the person or entity causing such damage.

ARTICLE VIII

COMMUNITY ARCHITECTURAL CONTROL

8.1 Scope. Except as stated in this Community Declaration, there shall be no excavation, construction, development or other such work in the Community, including any change or alteration or exterior addition to any improvements situated in the Community without compliance with this Article. There shall be no landscaping in the Community after initial installation thereof by the Declarant or the Merchant Builder except in compliance with this Article. Except as herein provided, the provisions of this Article shall not apply to or limit Declarant or any Merchant Builder in their development of the Community or the Neighborhoods, nor to the Community Association in its performance of its responsibilities. Except as provided herein or in the Supplemental Restrictions affecting the same, the provisions of this Article shall not apply to the Owners of any Non-Residential Areas. The provisions of this Article shall preempt and supersede any inconsistent provision of any rules or restrictions of

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any Neighborhood Association to the extent that any such Neighborhood rules and Neighborhood Restrictions are in conflict with these provisions. The Community Board may, by resolution, delegate to the Neighborhood Board or the Neighborhood architectural committee all or any of its architectural control functions over the real property within the boundaries of a Neighborhood Association subject to the express standards established by the Community Architectural Committee. Such delegated duties shall be revocable by resolution of the Community Board. Prior to any such delegation, the approval of the applicable Neighborhood Board to any proposed improvements shall be obtained by an Owner prior to submitting an application for approval of such improvements under this Article.

8.2 Community Architectural Committee. The Community Board shall establish a Community Architectural Committee to perform the duties established by this Article by the following procedures:

(a) Initial members. The initial three (3) regular members of the Architectural Committee shall be appointed by Declarant, prior to the conveyance of the first Lot or Unit in a residential Neighborhood to an Owner other than Declarant or a Merchant Builder. Declarant shall designate one (1) regular member to serve a term of one (1) year, one (1) regular member to serve a term of two (2) years and one (1) regular member to serve a term of three (3) years from the date of appointment. The Declarant shall also appoint an alternate member who shall serve a term of three (3) years. Each of said members shall serve the length of said terms unless they have resigned or have been removed from office. Thereafter, the terms of all Architectural Committee members appointed shall be three (3) years. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed; however, no person shall serve as a member of the Community Architectural Committee, either regular or alternate, for a period in excess of six (6) years in any ten (10) year period.

(b) Appointment and Removal. Until such time as (i) the Lot or Unit Owners other than Declarant or Merchant Builders own ninety percent (90%) or more of the Lots or Units within the Community or (ii) the fifth (5th) anniversary of the original issuance of the most-recently-issued Public Report for a phase or increment of a Residential Neighborhood in the Community, whichever occurs first, the right to appoint and remove a majority of the regular members and alternate member of the Community Architectural Committee shall be, and is hereby, vested solely in Declarant unless prior to said time Declarant waives its rights hereunder by notice in writing to the Community Board. Provided, however, after one year from the sale of the first Lot or Unit in the Community, the Community Board shall have the right to appoint one (1) regular member to the Committee. When Declarant

waives or no longer has the right to appoint and remove the members of the Community Architectural Committee, said right shall be vested solely in the Community Board. All Community Architectural Committee members appointed by the Community Board shall be Owners.

(c) Resignations. Any regular member or alternate member of the Community Architectural Committee may at any time resign from the Community Architectural Committee upon written notice delivered to the Community Board.

(d) Vacancies. Vacancies on the Community Architectural Committee, however caused, shall be filled by the Declarant or the Community Board, whichever then has the power to appoint a majority of the regular members of the Community Architectural Committee.

8.3 Duties. It shall be the duty of the Community Architectural Committee to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to adopt Community Architectural Committee rules and standards, to perform other duties delegated to it by the Community Association, and to carry out all other duties imposed upon it by this Community Declaration.

8.4 Meetings. The Community Architectural Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) regular members (or one regular member and the alternate member if the remaining two regular members have resigned or been removed or are, for a period of at least 60 days, unable to act) shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required by this Community Declaration. The Committee shall keep and maintain a record of all actions taken by it at such meeting or otherwise. The members of the Community Architectural Committee shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of any Community Architectural Committee function.

8.5 Community Architectural Committee Guidelines. Subject to approval by the Community Board, the Architectural Committee may, from time to time, adopt, amend and repeal, by unanimous vote, rules and regulations to be known as "Community Architectural Committee Rules and Guidelines". Said Community Architectural Committee Rules and Guidelines shall interpret and implement the provisions hereof by setting forth the standards and procedures for Community Architectural Committee review and guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community; provided, however, that said Community Architectural Committee Rules and Guidelines shall not be in derogation of the minimum standards required by this Community Declaration.

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8.6 Application for Approval of Improvements. Any Owner, proposing to perform any work of any kind whatever which requires the prior approval of the Community Architectural Committee under this Community Declaration, shall apply to the Community Architectural Committee for approval by notifying the Community Architectural Committee of the nature of the proposed work in writing and furnishing such information as the Community Architectural Committee may require. The Community Architectural Committee may require that the application for approval in connection with any improvement to be constructed be accompanied by a reasonable fee. In the event that the Community Architectural Committee deems that outside consultants are necessary to review plans or otherwise inspect the proposed improvements, the cost thereof shall be borne by the Owner proposing to construct such improvement.

8.7 Merchant Builders and Non-Residential Owners. Merchant Builders and Owners of any Non-Residential Areas shall be exempt from the provisions of this Article VIII. For any such exempt property, the Owner thereof shall comply with such architectural and development review standards and guidelines as the Declarant may establish pursuant to its specific agreements, Supplemental Restrictions and/or conveyances regarding any such property.

8.8 Basis for Approval of Improvements. The Community Architectural Committee shall grant the requested approval only if the Community Architectural Committee finds that the plans and specifications for the improvement conform to this Community Declaration, and to the Community Architectural Committee Rules and Guidelines in effect at the time such plans were submitted to the Community Architectural Committee and that the proposed improvements would be compatible with the standards of the Community and the purposes of this Community Declaration as to quality of workmanship and materials, and as to location with respect to topography and finished grade elevations. All approvals given under this Article shall be in writing; provided, however, that any request for approval which has not been rejected within forty-five (45) days from the date of submission thereto to the Community Architectural Committee shall be deemed approved.

8.9 Proceeding with Work. Upon receipt of approval from the Community Architectural Committee, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to said approval, said commencement to be, in all cases, within one year from the date of such approval. If the Owner shall fail to comply with this Section 8.9, any approval given shall be deemed revoked unless the Community Architectural Committee, upon written request of the Owner made prior to the expiration of said one-year period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Community Architectural Committee that there has been no change in the circumstances upon which the original approval was granted. The

Owner shall in any event complete the construction, reconstruction, refinishing, or alteration of any such improvement within one (1) year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other forces beyond the control the Owner or his agents. If Owner fails to comply with this Section 8.9, the Community Architectural Committee Board shall proceed in accordance with the provisions of Section 8.10 below as though the failure to complete the improvement was a non-compliance with approved plans.

8.10 Inspection and Correction of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice thereof to the Community Architectural Committee.

(b) Within sixty (60) days thereafter, the Community Architectural Committee, or its duly authorized representative, may inspect such work to determine whether it was completed in substantial compliance with the approved plans. If the Community Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

(c) If upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Community Architectural Committee shall notify the Community Board in writing of such failure. The Community Board shall then set a date on which a hearing before the Community Board shall be held regarding the alleged non-compliance. The hearing date shall be not more than thirty (30) days nor less than fifteen (15) days after notice of the non-compliance is given to the Community Board by the Community Architectural Committee. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Community Board to the Owner, the Community Architectural Committee and, in the discretion of the Community Board, to any other interested party.

(d) At the hearing, the Owner, the Community Architectural Committee and, in the Community Board's discretion, any other interested person, may present information relevant to the question of the alleged non-compliance. After considering all such information, the Community Board shall determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Community Board shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Community Board ruling. If

the Owner does not comply with the Community Board ruling within such period or within any extension of such period as the Community Board, in its discretion, may grant, the Community Board, at its option, may either remove the non-complying improvement or remedy the non-compliance and the Owner shall reimburse the Community Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Community Association, the Community Board shall levy a Single Benefit Community Assessment.

(e) If for any reason the Community Architectural Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said notice of completion from the Owner the improvement shall be deemed to be in accordance with said approved plans.

8.11 Preliminary Approval. Any Owner proposing to construct improvements requiring the prior approval of the Community Architectural Committee may apply to the Community Architectural Committee for preliminary approval by submission of preliminary drawings of the proposed improvements in accordance with the Community Architectural Committee Rules and Guidelines. The purpose of the preliminary approval procedure is to allow an Owner proposing to make improvements an opportunity to obtain guidance concerning design considerations before expending substantial sums for plans and other exhibits required to apply for final approval. Applications for preliminary approval shall be considered and disposed of as follows:

(a) Within forty-five (45) days after proper application for preliminary approval, the Community Architectural Committee shall consider and act upon such request. The Community Architectural Committee shall grant the approval only if the proposed improvement, to the extent its nature and characteristics are shown by the application, would be entitled to a final approval on the basis of a full and complete application. Failure of the Community Architectural Committee to act within said forty-five (45) day period shall constitute the rejection of such plans. In granting or denying approval, the Community Architectural Committee may give the applicant such directions concerning the form and substance of the final application for approval as it may deem proper or desirable for the guidance of the applicant.

(b) Any preliminary approval granted by the Community Architectural Committee shall be effective for a period of ninety (90) days from the date of the issuance thereof. During said period, any application for final approval which consists of proposed improvements in accordance with the provisions of the preliminary approval, and is otherwise acceptable under the terms of this Community Declaration, shall be approved by the Community Architectural Committee.

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(c) In no event shall any preliminary approval be deemed to be an approval authorizing construction of the subject improvements.

8.12 Waiver. The approval by the Community Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Community Architectural Committee under this Community Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

8.13 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Community Architectural Committee by any Owner, and upon payment to the Community Association of a reasonable fee (as fixed from time to time by the Community Board), the Community Architectural Committee shall record an estoppel certificate, executed by any two (2) of its regular members, certifying (with respect to the Lot or Unit of said Owner) that as of the date thereof either: (a) all improvements made and other work done comply with this Community Declaration or (b) such improvements or work do not so comply in which event the certificate shall also identify the non-complying improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser from the Owner, or from anyone deriving any interest in a Lot or Unit through him, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Community Association, Declarant, a Merchant Builder and all Owners and such other persons deriving any interest through them.

8.14 Liability. Neither the Community Architectural Committee nor any member thereof shall be liable to the Community Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval or any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (c) the development of any property within the Community, or (d) the execution and filing of an estoppel certificate pursuant to Section 8.13 above, whether or not the facts therein are correct; provided, however, that such member has acted in good faith on the basis of such information as may be possessed by him.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

9.1 Community Common Area. In the event of partial or total destruction of improvements upon the Community Common Area, it shall be the duty of the Community Association to restore and

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repair the same to its former condition as promptly as practical, as herein set forth:

(a) If the cost of repairing or rebuilding the Community Common Area facilities does not exceed the amount of insurance proceeds initially offered or paid by the insurance carrier by more than ten percent (10%) of the cost of reconstruction:

(1) All insurance proceeds shall be paid to a commercial bank or trust company designated by the Community Board to be held for the benefit of the Community Association.

(2) The Community Board shall levy a Reconstruction Community Assessment against the Owners in the Community in the manner as provided in Article IV, equal to the difference between the cost of repair or reconstruction and the amount of available insurance proceeds.

(3) When the amount held by the Community Association is sufficient to pay the costs of repair and reconstruction, the Community Board shall thereupon contract for the repair or reconstruction of the improvements, said repair or reconstruction to be for the purpose of returning the improvements substantially to their appearance and condition immediately prior to the casualty.

(4) The Community Association may rebuild such damaged or destroyed common facilities in a different manner, or in different locations on the Community Common Area, provided that such action shall require consent of eighty percent (80%) of the Community Board. If the Community Board cannot reach such an eighty percent (80%) decision, any such change shall require the vote or written assent of the members representing at least a majority of the votes of the Community.

(b) If the cost of such repair or reconstruction exceeds the amount of available insurance by more than ten percent (10%) of the cost of reconstruction, then all insurance proceeds shall be deposited as provided in Section 9.1(a)(1) above and the Community Board shall require a determination by the written consent or vote of the members representing at least a majority of the votes of the Community as to whether a Reconstruction Community Assessment equal to the difference between available insurance proceeds and the cost of such repair or reconstruction shall be levied. If it is so determined not to levy such Reconstruction Community Assessment, the Community Board shall use the insurance proceeds available to make such restoration or repair as reasonably possible or to clear the site of the damaged premises and render the same safe and attractive. Any insurance proceeds remaining thereafter shall be retained by the Community Association as Community funds. Notwithstanding the above, should the aggregate amount of the Reconstruction Community Assessments exceed five percent (5%) of the budgeted

gross expenses of the Community Association for that fiscal year, then such Reconstruction Community Assessments shall require the affirmative vote or written consent of the members constituting a quorum [comprised of fifty percent (50%) of the members] and entitled to cast at least a majority of the votes (excluding votes of Declarant and Merchant Builders) at a meeting at which such a quorum is present (whether in person or by proxy).

9.2 Neighborhood Common Area, Lots and Units. In the event of partial or total damage or destruction of Neighborhood Common Area or any Lot or Unit within a Neighborhood, the responsible Neighborhood Association or Owner shall comply with the provisions hereof or of the Neighborhood Restrictions regarding the reconstruction of damaged or destroyed improvements. Upon reconstruction, the improvements shall be rebuilt substantially in accordance with the original plans and specifications therefor. Notwithstanding the foregoing, however, the Owner of such damaged or destroyed improvements may reconstruct or repair the same in accordance with new or changed plans or specifications with the prior written approval of the Community Architectural Committee.

9.3 Condemnation. In the event that an action in eminent domain is brought to condemn all or any portion of the Community Common Area, or a sale of all or a part thereof is made in lieu of condemnation, the Community Board shall exclusively represent all of the Community Owners in connection with the taking. The Community Board may appoint such persons as it determines appropriate as its agent or representatives in connection with such taking. The Community Board shall act in its sole discretion with respect to, and shall be entitled to make, a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Community Association, and used, held or distributed as reasonably deemed appropriate by the Community Board.

ARTICLE X

DEVELOPMENT RIGHTS

10.1 Declarant, the Merchant Builders and Owners of any Non-Residential Areas shall be entitled to the development rights stated in this Article. As the completion of development of the Community is essential to the establishment of the Community and the welfare of all Owners therein, nothing in this Community Declaration shall be understood or construed to:

(a) Prevent Declarant, the Merchant Builders, the Owners of any Non-Residential Areas, or any of their contractors or subcontractors, from doing within the Community whatever is reasonably necessary or appropriate in connection with the completion of improvements to and the development of their respective properties; or

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(b) Prevent Declarant, the Merchant Builders, or the Owners of any Non-Residential Areas, or any of their representatives, from erecting, constructing and maintaining on any part or parts of the Community, such structures as may be reasonably necessary for the conduct of its business of completing said work and disposing of the same in parcels, Lots or Units by sale, lease or otherwise; or

(c) Prevent Declarant, the Merchant Builders or the Owners of any Non-Residential Areas from maintaining such signs within the Community, as may be necessary for the sale, lease or disposition thereof, as Declarant may approve and/or deem appropriate; or

(d) Prevent Declarant from filing such instruments as may be deemed appropriate by Declarant for Annexation of additional property pursuant to Section 2.3 of this Community Declaration.

ARTICLE XI

MORTGAGEE RIGHTS

11.1 Special Mortgagee Provisions. It is anticipated that part of all of the Lots or Units in the Community may be financed by the Owners thereof through special agencies, such as The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority and/or Veterans Administration. The interests hereunder of the Community Association and each of the Owners are and shall be subject to and subordinate to the rules, regulations and requirements of such governmental agencies purchasing Mortgages. As the requirements of such agencies are subject to change, Declarant is empowered to, and may, execute and cause to be recorded one or more amendments hereto or Supplemental Restrictions incorporating such additional covenants, conditions and restrictions as are required by such agencies affecting the properties within the Community. Notwithstanding prior acquisition of title to any portion of property in the Community by the Community Association, any Neighborhood Association, or any Owner, such Supplemental Restrictions shall be binding upon all Owners, the Community Association, and all Neighborhood Associations. Declarant may execute as many such Supplemental Restrictions as are required to comply with such lending agency's requirements from time to time throughout the course of sale of properties within the Community. Declarant may also bind the Community Association and all Owners by written consent with such agencies.

11.2 Rights of Mortgagees. The Mortgagees of first Mortgages shall be entitled to the rights and privileges set forth in this Article, subject to such changes as may be required under the terms of Section 11.1 above.

(a) Notice of Default. The Mortgagee and/or its successors and assigns of a first Mortgage on a Lot or Unit or on any other parcel of real property within the Community shall receive written notification from the Community Association of any default which is not cured within thirty (30) days by the Owner of the Lot or Unit securing the Mortgage in the performance of such Owner's obligations under this Community Declaration, the Community Articles and/or the Community Bylaws.

(b) Exemption from Rights of First Refusal. Any Mortgagee of a first Mortgage who comes into possession of a Lot or Unit or any other parcel of real property within the Community pursuant to the remedies provided in the first Mortgage, foreclosure of the first Mortgage or assignment in lieu of foreclosure, shall be exempt from any right of first refusal contained herein.

(c) Non-Liability for Unpaid Assessments. Any Mortgagee who comes into possession of a Lot or Unit or any other parcel of real property within the Community pursuant to foreclosure of the Mortgage shall take the property free and clear of any claims for unpaid Community Assessments or charges against the mortgaged property which accrue prior to the time such holder comes into possession of the mortgaged property, except for claims for a prorated share of such unpaid Community Assessment charges to all Lots and Units in the Community as may be included in any Special Community Assessment levied pursuant to Section 4.3 above.

(d) Mortgagee's Approval. Unless at least seventy-five percent (75%) of the first Mortgagees of Lots or Units or other parcels of real property within the Community, based upon one (1) vote for each Mortgage, have given their prior written approval, the Community Association shall not be entitled to:

(1) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon or interests therein which are owned, directly or indirectly by the Community Association for the benefit of the Lots or Units and the Owners thereof; provided that the granting of easements for public utilities or other public purposes consistent with the intended use of such property by the Community Association and Owners shall not be deemed a transfer within meaning of this clause.

(2) Change the method of determining the obligations, Community Assessments, dues or other charges which may be levied against a Lot or Unit.

(3) By act or omission change, waiver or abandon any scheme or regulations, or enforcement thereof, pertaining to architectural design, exterior appearance, or the exterior maintenance of Lots or Units, the maintenance of party walls or

common fences and driveways or the upkeep of lawns, plantings or other landscaping in the Community.

(4) Fail to maintain fire and extended coverage insurance on insurable property owned by the Community Association in an amount not less than one hundred percent (100%) of the insurable value based on current replacement cost.

(5) Use hazard insurance proceeds for losses to the Community Common Area for other than the repair, replacement or reconstruction of such property and improvements.

(6) Amend the provisions of this Community Declaration regarding the rights and benefits of Mortgagees.

(e) Examination of Records. First Mortgagees shall have the right to examine the books and records of the Community Association.

(f) Insurance Proceeds and Condemnation Awards. No provision of this Community Declaration, the Community Articles or Community Bylaws shall give any Owner, or any other party, priority over any rights of the first Mortgagees of Lots or Units pursuant to their Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Community Common Areas.

(g) Management Agreements. Any agreement for professional management of the Community shall provide that the management contract may be terminated for cause on a maximum of ninety (90) days' written notice and the term of any such contract shall not exceed three (3) years.

(h) Notice of Losses. The Community Association shall give any Mortgagee who so requests in writing, notice in writing of any loss to, or taking of, the Community Common Areas if such loss or taking exceeds TEN THOUSAND DOLLARS (\$10,000).

(i) Payment of Taxes and Insurance. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Community Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property and first Mortgagees making such payments shall be owed immediately reimbursement therefor from the Community Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of all such first Mortgagees duly executed by the Community Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal on the date first written above at Costa Mesa, California.

THE WARMINGTON COMPANY,
a California corporation

By: [Signature]

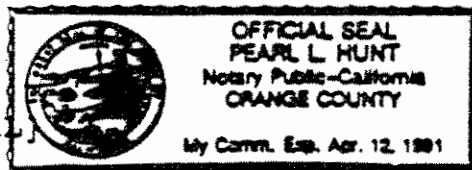
Its [Signature]

[CORPORATE SEAL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On JULY 22, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT P. WARMINGTON, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person who executed the within instrument as PRESIDENT, on behalf of THE WARMINGTON COMPANY, a California corporation, the 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.



Pearl L. Hunt
Notary Public

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(c) Deannexation. Notwithstanding the above, the Declarant may, acting alone, execute and record one or more amendments, supplements, cancellations and/or other such instruments for the express purpose of removing and/or deannexing from the coverage of this Community Declaration any portion of the Community provided that the Declarant has not previously conveyed an ownership interest in such portion of the Community to be so deannexed to an Owner other than a Merchant Builder.

(d) Recordation. Any amendment pursuant hereto must be properly recorded in the County of Riverside, State of California.

12.3 Supplemental Restrictions. Declarant reserves the right to record and impose one or more Supplemental Restrictions, or similar instruments containing such (i) complementary additions to and/or modifications of this Community Declaration as may be necessary to reflect and protect the different character, if any, of the annexed property and as are not in conflict with the scheme of this Community Declaration and (ii) such provisions as may be necessary to govern the annexed property in light of the character and/or use of such property. In no event, however, shall any such Supplemental Restrictions revoke, modify, or add to the Community Declaration herein established as to the property previously made subject hereto except as otherwise herein provided.

12.4 Construction of Provisions. The provisions of this Community Declaration shall be liberally construed to effect its purposes of creating a uniform plan for the development and operation of the Community as a master planned development. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

12.5 Binding. This Community Declaration shall be for the benefit of and be binding upon all Owners of Lots, Units and parcels in the Community, their respective heirs, legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, lessees, encumbrances, donees, grantees, mortgagees, lienors and assigns.

12.6 Severability of Provisions. The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

12.7 Gender, Number and Captions. As used herein, the singular shall include the plural and the masculine shall include the feminine. The titles and captions of each Section or subsection hereof are not a part hereof and shall not affect the construction or interpretation of any part hereof.

ARTICLE XII

MISCELLANEOUS PROVISIONS

211508
12.1 Covenants To Run With The Land; Term. The covenants, conditions and restrictions of this Community Declaration shall run with and bind the property subject hereto and shall inure to the benefit of and be enforceable by the Community Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years commencing from the date this Community Declaration is recorded, after which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument, signed by the Neighborhood Delegates representing at least eighty percent (80%) of the votes of the Community, has been recorded, agreeing to abandon said covenants, conditions and restrictions.

12.2 Amendments. Subject to the rights of first Mortgagees as set forth in Section 11.2(d)(6) above, this Community Declaration may be amended as follows:

(a) Prior to a Conveyance. Prior to the conveyance by Declarant or a Merchant Builder of title to a Lot or a Unit in the Community to any Owner other than a Merchant Builder, this Community Declaration may be amended by a written instrument executed by the Declarant only and recorded in the County of Riverside, State of California.

(b) After a Conveyance. After a conveyance by Declarant or a Merchant Builder of title to a Lot or Unit in the Community to any Owner other than a Merchant Builder, this Community Declaration may be amended by a recorded written instrument which evidences the vote or written consent of the requisite voting class approvals and which is executed as are provided for below:

(i) If the two-class voting structure is still in effect, such amendment shall be approved and such written instrument shall be executed by:

(aa) The Neighborhood Delegates representing at least a majority of the votes of the Community (excluding the votes of Declarant and Merchant Builders); and

(bb) The Declarant.

(ii) If the two-class voting structure is no longer in effect, such amendment shall be approved and such written instrument shall be executed by the Neighborhood Delegates representing at least two-thirds (2/3rds) of the votes of the Community.

243446

RECORDING REQUESTED BY:

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY
WHEN RECORDED RETURN TO:Donald L. Boortz, Esq.
Heffernan & Boortz
Suite 700
610 Newport Center Drive
Newport Beach, CA 92660RECEIVED FOR RECORD
AT 8:30 O'CLOCK A.M.
AT REQUEST OF
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE

AUG 25 1988

Recorded in Official Records
of Riverside County, California
William E. Hardy
RECORDER
Page 5

(Space Above Provided For Recorder)

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE MORENO VALLEY RANCH

This First Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch (the "Amendment") is made as of the 12th day of August, 1988, by The Warmington Company, a California corporation (the "Declarant").

R E C I T A L S

A. WHEREAS, Declarant has heretofore caused that certain Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch, (the "Declaration") to be recorded on the 28th day of July, 1988, as Instrument No. 211508, in the Official Records of the County of Riverside, State of California; and

B. WHEREAS, Section 12.2(a) of the Declaration gives Declarant the right to amend the Declaration by a written instrument executed by the Declarant only, provided that no Lot or Unit within the Community has been conveyed to any Owner other than a Merchant Builder; and

C. WHEREAS, Declarant hereby certifies that the requirements of Section 12.2(a) of the Declaration have been satisfied such that this Amendment need only be executed by the Declarant; and

D. WHEREAS, Declarant now wishes to amend Exhibit "A" to the Declaration to reflect a revision to the legal description of Neighborhood No. 3 as described therein.

Executed this as of the date first written above at Costa Mesa, California.

Declarant: The Warmington Company,
a California corporation

By: *Robert P. Warmington*
Robert P. Warmington
President

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On August 12, 1988, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert P. Warmington, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person who executed the within instrument as President, on behalf of THE WARMINGTON COMPANY, a California corporation, the 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.

Mary Ann Carroll
Notary Public

[SEAL]



NOW, THEREFORE, in consideration of the above Recitals, the Declaration is hereby amended as follows:

1. Amendment of Exhibit "A". The legal description of Neighborhood No. 3 as set forth in Exhibit "A" to the Declaration is hereby amended in its entirety to read:

"Neighborhood No. 3

Tentative Tract No. 22381, being a division of Parcels 3, 4 and 5 of Parcel Map No. 20557 as shown by Map on file in Book 147 Page 20 of Parcel Maps, Records of Riverside County, California, Parcel 5 being described as follows:

That portion of Parcel 5 described as follows:

Beginning at the most Southeasterly corner of said Parcel 5; Thence South 89 degrees 15' 20" West along the Southerly line of said Parcel 5 a distance of 713.98 feet; Thence North 44 degrees 25' 53" East, a distance of 137.59 feet; Thence Easterly on a curve concave to the South having a radius of 330.00 feet, through an angle of 52 degrees 45' 00", an arc length of 303.82 feet; Thence South 82 degrees 49' 07" East a distance of 172.20 feet; Thence South 86 degrees 48' 35" East a distance of 43.10 feet; Thence South 82 degrees 49' 07" East a distance of 125.94 feet; Thence North 49 degrees 56' 15" East a distance of 33.36 feet; Thence Southerly on a curve concave to the West having a radius of 1550.00 feet, through an angle of 06 degrees 15' 29", an arc length of 169.29 feet to the point of beginning."

2. Defined Terms. Unless otherwise specifically defined herein, all capitalized terms used in this Amendment shall have the same meanings as are ascribed to such terms in the Declaration.

3. No Other Changes. There are no changes or modifications to the Declaration except as set forth herein.

4. Effectiveness of Amendment. In accordance with the provisions of Section 12.2(a) of the Declaration, this Amendment shall be effective upon the recordation hereof.

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

Donald L. Boortz, Esq.
Heffernan & Boortz
Suite 700
610 Newport Center Drive
Newport Beach, CA 92660

RECEIVED FOR RECORD
AT 8:30 O'CLOCK A.M.
At Request of
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE

DEC 15 1988

Recorded in Official Records
of Riverside County, California

RECORDED
Fee \$ 33

(Space Above Provided For Recorder)

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MORENO VALLEY RANCH

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch (the "Amendment") is made as of the 1st day of December, 1988, by The Warmington Company, a California corporation (the "Declarant").

R E C I T A L S

A. WHEREAS, Declarant has heretofore caused that certain Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch to be recorded on the 28th day of July, 1988, as Instrument No. 211508, in the Official Records of the County of Riverside, State of California, and that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch to be recorded on the 25th day of August, 1988, as Instrument No. 243446 (collectively the "Declaration"); and

B. WHEREAS, Section 12.2(a) of the Declaration gives Declarant the right to amend the Declaration by a written instrument executed by the Declarant only, provided that no Lot or Unit within the Community has been conveyed to any Owner other than a Merchant Builder; and

C. WHEREAS, Declarant now wishes to amend the Declaration as more particularly described herein.

NOW, THEREFORE, in consideration of the above Recitals, the Declaration is hereby amended as follows:

1. Amendment to Section 2.3(a). The phrase "(ii) the fifteenth (15th) anniversary of the date of the recordation of this Community Declaration," appearing in Section 2.3(a) of the Declaration is hereby amended to read "(ii) the twelfth (12th) anniversary of the date of the recordation of this Community Declaration,".

2. Amendment to Section 3.4(a)(1). The phrase "(i) the fifteenth (15th) anniversary of the recordation of this Community Declaration" appearing in Section 3.4(a)(1) of the Declaration is hereby amended to read "(i) the twelfth (12th) anniversary of the date of the recordation of this Community Declaration".

3. Deletion of Section 3.4(a)(2). Section 3.4(a)(2) of the Declaration is hereby deleted in its entirety.

4. Amendment to Section 3.4(b). Section 3.4(b) of the Declaration is hereby amended in its entirety to read as follows:

"(b) Votes Per Non-Residential Areas. In the event any Owner of a Non-Residential Area is a member of the Community Association, each such member shall be entitled to cast such vote or votes as are described in the Supplemental Restrictions pursuant to which such Owner was made a member of the Community Association; provided, however, the maximum number of votes that can be allocated to such a Non-Residential Area in such a Supplemental Restriction shall not exceed the product obtained by multiplying the number thirteen (13) by the number of acres contained within such Non-Residential Area. For purposes hereof, the number of acres contained within a Non-Residential Area shall be equal to the number of gross acres (or any portion thereof) in such Non-Residential Area without deduction for dedications, right-of-ways, easements and/or utility easements."

5. Amendment to Section 3.6(d). The following phrase is hereby added immediately following the word "years" at the end of the first sentence of Section 3.6(d) of the CC&R's: "[except as provided in Sections 3.7(a)(1) through (6) below]".

6. Amendment to Section 4.6(a). The first sentence of Section 4.6(a) of the Declaration is hereby amended by deleting the phrase "may be specified in" appearing in the eighth line of said sentence and adding the phrase "is recorded" immediately after the word "Community" appearing at the end of said sentence.

7. Amendment to Section 5.5(f)(5). The last sentence of Section 5.5(f)(5) of the Declaration is hereby amended by adding the phrase "or (iii) the twelfth (12th) anniversary of the date of recordation of this Community Declaration" immediately following the word "Community" appearing at the end of said sentence.

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8. Amendment to Section 8.2(b). The first sentence of Section 8.2(b) of the Declaration is hereby amended to add the phrase "or (iii) the twelfth (12th) anniversary of the date of recordation of this Community Declaration" immediately following the word "Community" appearing in the sixth line of said sentence.

9. Amendment to Article X. Article X of the Declaration is hereby amended to add a new Section 10.2 as follows:

"10.2 The development rights described in Section 10.1 above shall cease and be of no further force or effect upon the earlier to occur of (i) the fifth (5th) anniversary of the original issuance of the most recently issued Public Report for a phase or an increment of a Neighborhood in the Community or (ii) the twelfth (12th) anniversary of the recordation of this Community Declaration."

10. Amendment of Exhibit "A". Exhibit "A" to the Declaration is hereby amended as follows:

(a) Neighborhood No. 3. The legal description of Neighborhood No. 3 is hereby amended in its entirety to read as follows:

Tentative Tract No. 22381:

All of Parcels 3 and 4 of Parcel Map 20557 as shown by map on file in Book 147 of Parcel Maps at Pages 20 through 27 thereof, Records of Riverside County California.

Together with that portion of Parcel 5 of said Parcel Map 20557, described as follows:

Beginning at the Southeast corner of said Parcel 5;

Thence S. 89 degrees 15' 20" W. along the Southerly line of said Parcel 5, a distance of 713.98 feet to an angle point therein;

Thence N. 44 degrees 25' 53" E., a distance of 137.59 feet;

Thence Northeasterly and Southeasterly on a curve concave Southerly, having a radius of 330.00 feet, through an angle of 52 degrees 45' 00", an arc length of 303.82 feet;

Thence S. 82 degrees 49' 07" E., a distance of 172.20 feet;

Thence S. 86 degrees 48' 35" E., a distance of 43.10 feet;

Thence S. 82 degrees 49' 07" E., a distance of 125.94 feet;

Thence N. 49 degrees 56' 15" E., a distance of 33.86 feet to the Easterly line of said Parcel 5;

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Thence Southerly along said Easterly line on a non-tangent curve concave Westerly, having a radius of 1550.00 feet, through an angle of 06 degrees 15'29", an arc length of 169.30 feet to the point of beginning, (the initial radial line bears S. 84 degrees 57' 29" E.);

The preceding seven courses being along the adjusted lot line of Lot Line Adjustment No. 740 as approved by the City of Moreno Valley Planning Department on December 21, 1987;

Also together with that portion of Parcel 7 of said Parcel Map 20557, described as follows:

Commencing at the Northerly terminus of a course in the Southerly line of said Parcel 7 which bears N. 25 degrees 28'35" W., 186.51';

Thence S. 25 degrees 28'35" E., a distance of 69.80 feet to the point of beginning of the parcel of land to be described;

Thence continuing S. 25 degrees 28'35" E., a distance of 116.71 feet;

Thence Southeasterly and Northeasterly on a curve concave Northerly, having a radius of 25.00 feet, through an angle of 90 degrees 00'00", a arc length of 39.27 feet;

Thence N. 64 degrees 31'25" E., a distance of 8.29 feet;

The preceding four courses being along the Southerly line of said Parcel 7;

Thence N. 82 degrees 58'35" W., a distance of 11.86 feet.

Thence Northwesterly on a curve concave Northeasterly, having a radius of 25.00 feet, through an angle of 63 degrees 45'00", an arc length of 27.82 feet;

Thence N. 19 degrees 13'35" W., a distance of 79.36 feet;

Thence Northwesterly on a curve concave Southwesterly having a radius of 25.00 feet, through an angle of 53 degrees 47'20", an arc length of 23.47 feet;

Thence N. 73 degrees 00'55" W., a distance of 17.00 feet to the point of beginning.

Also together with that portion of said Parcel 7, described as follows:

Commencing at the Easterly terminus of a course in the Southerly line of said Parcel 7, which bears N. 64 degrees 31'25" E., 50.00';

Thence Northeasterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 35 degrees 19'43", an arc length of 15.42 feet to the point of beginning of the parcel of land to be described;

Thence continuing Northeasterly and Northwesterly on said curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 54 degrees 40'17", an arc length of 23.85 feet, (the initial radial line bears S. 60 degrees 48'18" E.);

Thence N. 25 degrees 28'35" W., a distance of 91.38 feet to a point of cusp;

The preceding three courses being along the Southerly line of said Parcel 7;

Thence Southeasterly on a curve concave Southwesterly, having a radius of 300.00 feet, through an angle of 06 degrees 15'00", an arc length of 32.72 feet, (the initial radial line bears N. 64 degrees 31'25" E.);

Thence S. 19 degrees 13'35" E., a distance of 77.42 feet;

Thence Southeasterly on a curve concave Southwesterly, having a radius of 25.00 feet, through an angle of 05 degrees 00'12", an arc length of 2.18 feet to the point of beginning.

Excepting therefrom that portion of said Parcel 3, described as follows:

Beginning at the Northerly terminus of a course in the Northerly line of said Parcel 3 which bears N. 25 degrees 28'35" W., 186.51';

Thence S. 25 degrees 28'35" E. along said Northerly line, a distance of 69.80 feet;

Thence N. 73 degrees 00'55" W., a distance of 76.86 feet;

Thence Northwesterly on a curve concave Southwesterly, having a radius of 500.00 feet, through an angle of 04 degrees 33'24", an arc length of 39.76 feet;

Thence N. 77 degrees 34'19" W., a distance of 73.56 feet;

Thence Westerly on a curve concave Southerly, having a radius of 200.00 feet, through an angle of 21 degrees 05'28", an arc length of 73.62 feet to a point of cusp, said point being on the Northerly line of said Parcel 3;

Thence N. 81 degrees 20'13" E., a distance of 77.30 feet;

Thence Northeasterly on a curve concave Northwesterly, having a radius of 150.00 feet, through an angle of 22 degrees 23'13", an arc length of 58.61 feet;

Thence N. 58 degrees 57'00" E., a distance of 12.42 feet;

Thence Northeasterly and Southeasterly on a curve concave Southerly, having a radius of 60.00 feet, through an angle of 95 degrees 43'25", an arc length of 100.08 feet to the point of beginning;

The preceding four courses being along the Northerly line of said Parcel 3;

Also excepting therefrom that portion of said Parcel 3, described as follows:

Commencing at the Westerly terminus of a course in the Northerly line of said Parcel 3 which bears N. 64 degrees 31'25" E., 50.00';

Thence N. 64 degrees 31'25" E., a distance of 8.29 feet to the point of beginning of the parcel of land to be described;

Thence continuing N. 64 degrees 31'25" E., a distance of 41.71 feet;

Thence Northeasterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 35 degrees 19'43", an arc length of 15.42 feet to a point of cusp;

The preceding three courses being along the Northerly line of said Parcel 3;

Thence Southwesterly and Northwesterly on a non-tangent curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 111 degrees 14'48", an arc length of 48.54 feet, (the initial radial line bears N. 75 degrees 46'37" E.);

Thence N. 82 degrees 58'15" W., a distance of 21.59 feet to the point of beginning;

Also excepting therefrom that portion of said parcel 4, described as follows:

Commencing at the Northerly terminus of a course in the Northerly line of said Parcel 4 which bears N. 25 degrees 28'35" W., 407.27';

Thence Northwesterly and Southwesterly on a curve concave Southerly, having a radius of 75.00 feet, through an angle of 90 degrees 00'00", an arc length of 117.81 feet;

Thence S. 64 degrees 31'25" W., a distance of 150.00 feet;

Thence Southwesterly and Southeasterly on a curve concave Easterly, having a radius of 75.00 feet, through an angle of 90 degrees 00'00", an arc length of 117.81 feet;

Thence S. 25 degrees 28'35" E., a distance of 555.08 feet to the point of beginning of the parcel of land to be described;

Thence Southeasterly and Southwesterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 90 degrees 00'00", an arc length of 39.27 feet;

Thence S. 64 degrees 31'25" W., distance of 25.00 feet;

Thence Southwesterly and Northwesterly on a curve concave Northerly, having a radius of 25.00 feet, through an angle of 90 degrees 00'00", an arc length of 39.27 feet to a point of cusp;

The preceding seven courses being along the Northerly line of said Parcel 4;

Thence S. 25 degrees 28'35" E., a distance of 29.45 feet;

Thence Southeasterly and Northeasterly on a curve concave Northerly, having a radius of 25.00 feet, through an angle of 97 degrees 35'41", an arc length of 42.58 feet;

Thence N. 56 degrees 55'44" E., a distance of 25.22 feet;

Thence Northeasterly and Northwesterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 82 degrees 24'19", an arc length of 35.96 feet;

Thence N. 25 degrees 28'35" W., a distance of 26.11 feet to the point of beginning;

Also excepting therefrom that portion of said Parcel 4, described as follows:

Beginning at the Southerly terminus of a course in the Northerly line of said Parcel 4 which bears N. 25 degrees 28'35" W., 407.27';

Thence Southeasterly and Northeasterly on a curve concave Northerly, having a radius of 25.00 feet, through an angle of 90 degrees 00'00", an arc length of 39.27 feet;

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Thence N. 64 degrees 31'25" E., a distance of 25.00 feet;

Thence Northeasterly and Northwesterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 90 degrees 00'00", an arc length of 39.27 feet to a point of cusp;

The preceding three courses being along the Northerly line of said Parcel 4;

Thence S. 25 degrees 28'35" W., a distance of 48.59 feet;

Thence Southeasterly and Southwesterly on a curve concave Northwesterly having a radius of 25.00 feet, through an angle of 67 degrees 49'40", an arc length of 29.60 feet;

Thence S. 42 degrees 21'05" W., a distance of 27.00 feet;

Thence Southwesterly and Northwesterly on a curve concave Northerly, having a radius of 25.00 feet, through an angle of 112 degrees 10'20", an arc length of 48.94 feet;

Thence N. 25 degrees 28'35" W., a distance of 58.78 feet to the point of beginning.

(b) Neighborhood No. 7. The legal description of Neighborhood No. 7 is hereby amended in it's entirety to read as follows:

Tentative Tract No. 22380:

All of Parcel 1 of Parcel Map Number 20557 as shown in Book 147 of Parcel Maps at Pages 20 through 27 thereof, records of Riverside County, California.

(c) Neighborhood No. 8. The legal description of Neighborhood No. 8 is hereby amended in it's entirety to read as follows:

Tentative Tract No. 22382:

Parcel A

All that portion of Parcel 4, Parcel Map 21574 as shown by map on file in Book 147, of Parcel Maps, at pages 28 through 30, inclusive, Records of Riverside County, California, which lies Northerly and Westerly of the parcel described in deed to Val Verde School District, recorded August 11, 1988, as instrument 227451, Records of Riverside County, California.

Parcel B

All that portion of Lot "C", Parcel Map 21574 as shown by map on file in Book 147, of Parcel Maps, at pages 28 through 30,

EXHIBIT "1" TO EXHIBIT "A"

The North 7 acres of a portion of Parcels 4 and 5, and Lot "C" and "D", of Parcel Map 21574, as filed in Book 147, of Parcel Maps, at Pages 27 through 30, inclusive, Records of Riverside County, California, described as follows:

Beginning at the Northeast corner of said Lot D,

Thence North 12 degrees 28' 43" West along the east line of Lot D and Parcel 4 a distance of 210.17 feet;

Thence South 77 degrees 31' 17" West, a distance of 104.02 feet;

Thence South 76 degrees 19' 20" West, a distance of 39.99 feet;

Thence South 12 degrees 28' 43" East, a distance of 33.37 feet;

Thence South 82 degrees 31' 16" West, a distance of 217.31 feet to the beginning of a curve concave to the Southeast and having a radius of 300.00 feet;

Thence westerly along said curve through a central angle of 21 degrees 51' 37", and an arc length of 114.46 feet;

Thence South 60 degrees 39' 39" West, a distance of 112.89 feet;

Thence South 29 degrees 20' 21" East, a distance of 193.53 feet to the beginning of a curve concave to the West and having a radius of 300.00 feet;

Thence southerly along said curve, through a central angle of 29 degrees 38' 02" and an arc length of 155.16 feet to the west line of said Lot D;

Thence South 0 degrees 17' 41" West along said west line a distance of 122.44 feet more or less to a line parallel with and distant northerly of the south line of Lot D;

Thence South 88 degrees 30' 30" East along said parallel line a distance of 557.02 feet to the east line of Lot D;

Thence northerly along a non-tangent curve concave to the west, having a radius of 2932.00 feet, through a central angle of 3 degrees 50' 55" and an arc length of 196.95 feet more or less to an angle point in the west line of said Lot D (the initial radial to said curve bears North 81 degrees 22' 12" East);

Thence continuing along said west line North 12 degrees 28' 43" West a distance of 245.22 feet to the point of beginning.

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the beginning of a curve concave to the south and having a radius of 109.50 feet;

Thence westerly along said curve, through a central angle of 10 degrees 14' 12" and an arc length of 19.57 feet to a line parallel with and 20.50 feet southerly of the said south line of Parcel 5;

Thence North 88 degrees 30' 30" West along said parallel line a distance of 529.76 feet to the beginning of a curve, concave to the southeast and having a radius of 34.50 feet;

Thence southwesterly, along said curve through a central angle of 43 degrees 00' 26" and an arc length of 25.90 feet to the west line of said Lot "D";

Thence North 0 degrees 17' 14" East a distance of 29.78 feet to the point of beginning.

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Beginning at the most Westerly terminus of that certain course as shown on said Parcel 2 as "North 81 degrees 15' 20" West 167.28 Feet",
 Thence North 81 degrees 15' 20" West 232.24 feet to a point therein;
 Thence South 08 degrees 44' 40" West 20.39 feet to a point therein;
 Thence North 81 degrees 15' 20" West 245.93 feet to a point therein;
 Thence South 83 degrees 06' 29" West 192.75 feet to a point therein;
 Thence South 88 degrees 10' 05" West 77.00 feet to a point therein;
 Thence North 01 degrees 49' 55" West 440.00 feet to the southerly right-of-way line of Iris Avenue, as shown on said map, and being the terminus of this line.

Neighborhood No. 8.

Tentative Tract No. 22382, being a portion of Parcels 4 and 5, and a portion of Lots "C" and "D" of Parcel Map 21574 as filed in Book 147, of Parcel Maps, at Pages 27 through 30, inclusive, Records of Riverside County, California, lying northerly and westerly of the 7 acre parcel as described within the enclosed Exhibit "1".

TOGETHER WITH: the following described parcel

Beginning at the Southwest corner of Parcel 5, as shown on said Parcel Map;
 Thence South 88 degrees 30' 30" East along the south line of said Parcel 5, a distance of 655.14 feet to the west line thereof;
 Thence North 0 degrees 17' 41" East along said west line a distance of 173.33 feet more or less to the south line of the North 7 acres of a portion of Parcels 4, 5, and Lots "C" and "D" as described within the attached Exhibit "1";
 Thence South 88 degrees 30' 30" East, along the south line of said North 7 acres, a distance of 20.50 feet to a line parallel with and distant 20.50 feet easterly of said west line of Parcel 5;
 Thence South 0 degrees 17' 41" West, along said parallel line a distance of 71.67 feet more or less to the beginning of a curve concave to the Northeast and having a radius of 109.50 feet;
 Thence southerly along said curve, through a central angle of 10 degrees 14' 12" and an arc length of 19.57 feet;
 Thence South 9 degrees 56' 32" East a distance of 41.04 feet to the beginning of a curve, concave to the northwest having a radius of 60.50 feet;
 Thence southerly and westerly along said curve through a central angle of 111 degrees 40' 17" and an arc length of 117.92 feet;
 Thence North 78 degrees 16' 18" West a distance of 41.04 feet to

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radial bearing of South 79 degrees 48' 55" East and having a radius of 1302.22 feet;
 Thence Northerly along said curve through a central angle of 09 degrees 48' 46" an arc length of 223.02 feet to a point therein;
 Thence North 00 degrees 22' 19" East a distance of 974.29 feet to a point therein;
 Thence South 89 degrees 37' 41" East a distance of 155.30 feet to a point therein;
 Thence South 85 degrees 32' 10" East a distance of 54.00 feet to a point therein;
 Thence South 75 degrees 43' 25" East a distance of 48.18 feet to a point therein;
 Thence South 64 degrees 29' 40" East a distance of 90.00 feet to the beginning to a non-tangent curve concaved to the Southeast, with a radial bearing of North 64 degrees 29' 40" West and having a radius of 800.00 feet;
 Thence Southwest along said curve through a central angle of 03 degrees 12' 28" an arc length of 44.79 feet to a point therein;
 Thence South 22 degrees 17' 52" West a distance of 105.00 feet to the beginning of a non-tangent curve concaved to the South, with a radial bearing of North 22 degrees 17' 52" East and having a radius of 670.00 feet;
 Thence Easterly along said curve through a central angle of 4 degrees 39' 24" an arc length of 54.45 feet to a point therein;
 Thence South 63 degrees 02' 41" East a distance of 1134.44 feet to the beginning of a tangent curve concaved to the West, with a radial bearing of North 26 degrees 57' 19" East and having a radius of 467.00 feet;
 Thence Southerly along said curve through a central angle of 37 degrees 34' 06" an arc length of 306.21 feet to a point therein;
 Thence South 25 degrees 28' 35" East a distance of 20.03 feet to a point therein;
 Thence South 21 degrees 19' 50" West a distance of 33.60 feet to the beginning of a non-tangent curve concaved to the North, with a radial bearing of South 24 degrees 14' 55" East and having a radius of 2683.00 feet;
 Thence Westerly along said curve through a central angle of 25 degrees 26' 11" an arc length of 1191.11 feet to a point therein;
 Thence North 88 degrees 48' 44" West a distance of 390.32 feet to the true point of beginning.

Neighborhood No. 7

Tentative Tract No. 22380, being a division of Parcel 1 and that portion of Parcel 2 of Parcel Map 20557, in the City of Moreno Valley, County of Riverside, State of California, as shown on a Map recorded in Book 147, Pages 20 through 27, inclusive, of Parcel Maps, records of said County, excepting therefrom that portion of Parcel 2 lying Northerly and Easterly of the following described line:

Thence North 26 degrees 57' 19" East a distance of 230.00 feet to a point therein;
 Thence North 63 degrees 02' 41" West a distance of 95.00 feet to a point therein;
 Thence North 26 degrees 57' 19" East a distance of 35.00 feet to a point therein;
 Thence North 63 degrees 02' 41" West a distance of 60.00 feet to a point therein;
 Thence South 71 degrees 57' 19" West a distance of 21.21 feet to a point therein;
 Thence North 63 degrees 02' 41" West a distance of 160.00 feet to a point therein;
 Thence North 18 degrees 02' 41" West a distance of 21.21 feet to a point therein;
 Thence North 63 degrees 02' 41" West a distance of 60.00 feet to a point therein;
 Thence South 71 degrees 57' 19" West a distance of 21.21 feet to a point therein;
 Thence North 63 degrees 02' 41" West a distance of 80.0 feet to a point therein;
 Thence North 26 degrees 57' 19" East a distance of 114.31 feet to a point therein;
 Thence North 00 degrees 51' 09" East a distance of 684.14 feet to a point therein;
 Thence South 89 degrees 08' 51" East a distance of 1436.33 feet to a point therein;
 Thence South 44 degrees 22' 00" East a distance of 32.40 feet to a point therein;
 Thence South 00 degrees 23' 32" West a distance of 3.31 feet to the beginning of a tangent curve concaved to the East having a radius of 1550.00 feet;
 Thence Southerly along said curve through a central angle of 17 degrees 08' 42" an arc length of 463.82 feet to the point of beginning.

Neighborhood No. 6.

Tentative Tract No. 22379 being a division of:

Those portions of Parcel 8, Parcel 9 and Lot "F" as shown on Parcel Map 20557 on file in Book 147 Pages 20 through 27 of Parcel Maps, records of Riverside County, California, described as follows:

Commencing at the centerline of construction intersection of Kitching Street and Iris Avenue as shown on said Parcel Map;
 Thence South 88 degrees 48' 44" East a distance of 86.30 feet along the centerline of said Iris Avenue to a point therein;
 Thence North 01 degrees 11' 16" East a distance of 67.00 feet to the true point of beginning being in the Southwest corner of said Parcel 8;
 Thence North 42 degrees 18' 26" West a distance of 37.31 feet to the beginning of a non-tangent curve concaved to the West with a

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Thence Westerly along said curve through a central angle of 4 degrees 39' 27" an arc length of 59.83 feet to a point therein;
 The following six (6) courses are along the common line between Parcels 8 and 11 as adjusted by Lot Line Adjustment No. 750.
 Thence North 22 degrees 17' 51" East a distance of 39.00 feet to the beginning of a tangent curve concaved to the Southeast, having a radius of 800.00 feet;
 Thence Northeasterly along said curve through a central angle of 03 degrees 12' 28" an arc length of 44.79 feet to a point therein;
 Thence North 64 degrees 29' 40" West a distance of 90.00 feet to a point therein;
 Thence North 75 degrees 43' 25" West a distance of 48.18 feet to a point therein;
 Thence North 85 degrees 32' 10" West a distance of 54.00 feet to a point therein;
 Thence North 89 degrees 37' 41" West a distance of 155.30 feet to a point therein;
 Thence North 00 degrees 22' 19" East a distance of 1218.63 feet to the beginning of a tangent curve concaved to the East having a radius of 1959.00 feet;
 Thence Northerly, to the right, along said curve through a central angle of 01 degrees 44' 11" an arc length of 59.37 feet to a point therein;
 Thence North 50 degrees 03' 41" East a distance of 34.33 feet to the true point of beginning.

Neighborhood No. 5.

Tentative Tract No. 22378, being a division of:

Those portions of Parcel 11 and Parcel 12 as shown on Parcel Map 20557 on file in Book 147 Pages 20 through 27 of Parcel Maps, Records of Riverside County, California, described as follows:

Beginning at the most Easterly corner of said Parcel 12;
 Thence South 66 degrees 42' 45" West a distance of 645.07 feet along the North line of Parcel 10 of said Parcel Map, to a point therein;
 Thence South 23 degrees 17' 15" East a distance of 685.25 feet to a point therein;
 Thence South 66 degrees 42' 45" West a distance of 499.64 feet to a point therein;
 Thence South 78 degrees 21' 21" West a distance of 90.00 feet to a point therein;
 Thence North 63 degrees 02' 41" West a distance of 498.31 feet to a point therein;
 Thence North 26 degrees 57' 19" East a distance of 155.00 feet to a point therein;
 Thence North 63 degrees 02' 41" West a distance of 13.00 feet to a point therein;

Neighborhood No. 4.

Tentative Tract No. 22378-1, being a division of:

Those portions of Parcel 9 and Parcel 11 and Parcel 12 as shown on Parcel Map 20557, on file in Book 147 Pages 20 through 27 of Parcel Maps, records of Riverside County, California, described as follows:

Commencing at the centerline of construction intersection of Kitching Street and Gention Avenue as shown on said Parcel Map;
 Thence South 89 degrees 08' 51" East a distance of 66.45 feet along the centerline of said Gention Avenue to a point therein;
 Thence South 00 degrees 51' 09" West a distance of 44.00 feet to the true point of beginning being the Northwest corner of said Parcel 11;
 Thence South 89 degrees 08' 51" East a distance of 987.85 feet to a point therein;
 Thence South 00 degrees 51' 09" West a distance of 684.14 feet to a point therein;
 Thence South 26 degrees 57' 19" West a distance of 114.31 feet to a point therein;
 Thence South 63 degrees 02' 41" East a distance of 80.00 feet to a point therein;
 Thence North 71 degrees 57' 19" East a distance of 21.21 feet to a point therein;
 Thence South 63 degrees 02' 41" East a distance of 60.00 feet to a point therein;
 Thence South 18 degrees 02' 41" East a distance of 21.21 feet to a point therein;
 Thence South 63 degrees 02' 41" East a distance of 160.00 feet to a point therein;
 Thence North 71 degrees 57' 19" East a distance of 21.21 feet to a point therein;
 Thence South 63 degrees 02' 41" East a distance of 60.00 feet to a point therein;
 Thence South 26 degrees 57' 19" West a distance of 35.00 feet to a point therein;
 Thence South 63 degrees 02' 41" East a distance of 95.00 feet to a point therein;
 Thence South 26 degrees 57' 19" West a distance of 230.00 feet to a point therein;
 Thence South 63 degrees 02' 41" East a distance of 13.00 feet to a point therein;
 Thence South 26 degrees 57' 19" West a distance of 155.00 feet to a point therein;
 Thence North 63 degrees 02' 41" West a distance of 693.00 feet to a point therein;
 Thence South 26 degrees 57' 19" West a distance of 454.00 feet to a point therein; (also being the westerly line of Parcel 9 per Lot Line Adjustment No. 749)
 Thence North 63 degrees 02' 41" West a distance of 59.43 feet to the beginning of a tangent curve concave to the South having a radius of 736.00 feet;

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Also excepting therefrom that portion of said Parcel 4, described as follows:

Beginning at the Southerly terminus of a course in the Northerly line of said Parcel 4 which bears N.25°28'35"W., 407.27';

Thence Southeasterly and Northeasterly on a curve concave Northerly, having a radius of 25.00 feet, through an angle of 90°00'00", an arc length of 39.27 feet;

Thence N.64°31'25"E., a distance of 25.00 feet;

Thence Northeasterly and Northwesterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 90°00'00", an arc length of 39.27 feet to a point of cusp;

The preceding three courses being along the Northerly line of said Parcel 4;

Thence S.25°28'35"W., a distance of 48.59 feet;

Thence Southeasterly and Southwesterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 67°49'40", an arc length of 29.60 feet;

Thence S42°21'05"W., a distance of 27.00 feet;

Thence Southwesterly and Northwesterly on a curve concave Northerly, having a radius of 25.00 feet, through an angle of 112°10'20", an arc length of 48.94 feet;

Thence N.25°28'35"W., a distance of 58.78 feet to the point of beginning.

The above described parcel of land contains 54.06 acres, more or less.

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Thence continuing Northeasterly and Northwesterly on said curve concave Northwesterly, having a radius of 25.00 feet, through an angle of $54^{\circ}40'17''$, an arc length of 23.85 feet, (the initial radial line bears $S.60^{\circ}48'18''E.$);

Thence $N.25^{\circ}28'35''W.$, a distance of 91.38 feet to a point of cusp;

The preceding three courses being along the Southerly line of said Parcel 7;

Thence Southeasterly on a curve concave Southwesterly, having a radius of 300.00 feet, through an angle of $06^{\circ}15'00''$, an arc length of 32.72 feet, (the initial radial line bears $N.64^{\circ}31'25''E.$);

Thence $S.19^{\circ}13'35''E.$, a distance of 77.42 feet;

Thence Southeasterly on a curve concave Southwesterly, having a radius of 25.00 feet, through an angle of $05^{\circ}00'12''$, an arc length of 2.18 feet to the point of beginning.

Excepting therefrom that portion of said Parcel 3, described as follows:

Beginning at the Northerly terminus of a course in the Northerly line of said Parcel 3 which bears $N.25^{\circ}28'35''W.$, 186.51';

Thence $S.25^{\circ}28'35''E.$ along said Northerly line, a distance of 69.80 feet;

Thence $N.73^{\circ}00'55''W.$, a distance of 76.86 feet;

Thence Northwesterly on a curve concave Southwesterly, having a radius of 500.00 feet, through an angle of $04^{\circ}33'24''$, an arc length of 39.76 feet;

Thence $N.77^{\circ}34'19''W.$, a distance of 73.56 feet;

Thence Westerly on a curve concave Southerly, having a radius of 200.00 feet, through an angle of $21^{\circ}05'28''$, an arc length of 73.62 feet to a point of cusp, said point being on the Northerly line of said Parcel 3;

Thence $N.81^{\circ}20'13''E.$, a distance of 77.30 feet;

Thence Northeasterly on a curve concave Northwesterly, having a radius of 150.00 feet, through an angle of $22^{\circ}23'13''$, an arc length of 58.61 feet;

EXHIBIT "A"

Legal Description of the CommunityNeighborhood No. 1.

Tentative Tract No. 22383, being that portion of Parcel 1, Parcel 3 and Lot E, of Parcel Map No. 21574, on file in Book 147, of Parcel Maps, at Pages 28 through 30 thereof, Records of Riverside County, California, which lies north of the following described line:

Commencing at the Southwest corner of Lot E;

Thence Northerly along the west lines of Lot E and Parcel 3, on a curve concave to the west, having a radius of 3068 feet, through a central angle of 10 degrees 54' 50" and an arc length of 584.40 feet to the point of beginning of said boundary line (the initial radial line bears North 89 degrees 31' 26" East);

Thence North 77 degrees 31' 17" East, a distance of 95.55 feet to the beginning of a non-tangent curve, concave to the northeast and having a radius of 330 feet;

Thence southerly and easterly along said non-tangent curve through a central angle of 67 degrees 20' 07" and an arc length of 387.82 feet (the initial radial line bears South 77 degrees 31' 17" West);

Thence South 78 degrees 37' 46" East, a distance of 145.13 feet;

Thence South 79 degrees 48' 50" East, a distance of 88.34 feet;

Thence South 35 degrees 03' 11" East, a distance of 32.85 feet to the west line of Lasselle Street as shown on said parcel map.

Neighborhood No. 2

Tentative Tract No. 22377, being a division of:

All that portion of Parcel 13 and Parcel 14 of Parcel Map 20557, as shown by Map on file in Book 147 Pages 20 through 27, thereof of Parcel Maps, records of Riverside County, California, lying Northerly of the following described line:

Beginning at the most Northwesterly corner of said Parcel 13, a radial line from said corner bearing South 75 degrees 35' 43" West;

Thence North 66 degrees 42' 45" East along the northerly line of said Parcel 13, a distance of 571.32 feet;

Thence North 00 degrees 23' 32" East a distance of 174.66 feet;

Thence South 89 degrees 36' 28" East a distance of 130.63 feet to the beginning of a tangent curve concave to the South having a radius of 417.00 feet;

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Thence Easterly along said curve through a central angle of 24 degrees 33' 40" an arc length of 178.76 feet;
 Thence South 65 degrees 02' 48" East a distance of 148.08 feet;
 Thence South 21 Degrees 13' 58" East a distance of 19.38 feet;
 Thence South 67 degrees 25' 08" East a distance of 66.50 feet to a point on a non-tangent curve concave to the Southeast having a radius of 1055.00 feet, said point being on the easterly line of said Parcel 13 and having a radial bearing of North 67 degrees 25' 08" West.

Neighborhood No. 3

Tentative Tract No. 22381.

All of Parcels 3 and 4 of Parcel Map 20557 as shown by map on file in Book 147 of Parcel Maps at Pages 20 through 27 thereof, Records of Riverside County, California.

Together with that portion of Parcel 5 of said Parcel Map 20557, described as follows:

Beginning at the Southeast corner of said Parcel 5;

Thence S.89°15'20"W. along the Southerly line of said Parcel 5, a distance of 713.98 feet to an angle point therein;

Thence N.44°25'53"E., a distance of 137.59 feet;

Thence Northeasterly and Southeasterly on a curve concave Southerly, having a radius of 330.00 feet, through an angle of 52°45'00", an arc length of 303.82 feet;

Thence S.82°49'07"E., a distance of 172.20 feet;

Thence S.86°48'35"E., a distance of 43.10 feet;

Thence S.82°49'07"E., a distance of 125.94 feet;

Thence N.49°36'15"E., a distance of 33.86 feet to the Easterly line of said Parcel 5;

Thence Southerly along said Easterly line on a non-tangent curve concave Westerly, having a radius of 1550.00 feet, through an angle of 06°15'29", an arc length of 169.30 feet to the point of beginning, (the initial radial line bears S.84°57'29"E.);

The preceding seven courses being along the adjusted lot line of Lot Line Adjustment No. 740 as approved by the City of Moreno Valley Planning Department on December 21, 1987;

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Also together with that portion of Parcel 7 of said Parcel Map 20557, described as follows:

Commencing at the Northerly terminus of a course in the Southerly line of said Parcel 7 which bears N.25°28'35"W., 186.51';

Thence S.25°28'35"E., a distance of 69.80 feet to the point of beginning of the parcel of land to be described;

Thence continuing S.25°28'35"E., a distance of 116.71 feet;

Thence Southeasterly and Northeasterly on a curve concave Northerly, having a radius of 25.00 feet, through an angle of 90°00'00", an arc length of 39.27 feet;

Thence N.64°31'25"E., a distance of 8.29 feet;

The preceding four courses being along the Southerly line of said Parcel 7;

Thence N.82°58'35"W., a distance of 11.86 feet;

Thence Northwesterly on a curve concave Northeasterly, having a radius of 25.00 feet, through an angle of 63°45'00", an arc length of 27.82 feet;

Thence N.19°13'35"W., a distance of 79.36 feet;

Thence Northwesterly on a curve concave Southwesterly, having a radius of 25.00 feet, through an angle of 53°47'20", an arc length of 23.47 feet;

Thence N.73°00'55"W., a distance of 17.00 feet to the point of beginning.

Also together with that portion of said Parcel 7, described as follows:

Commencing at the Easterly terminus of a course in the Southerly line of said Parcel 7, which bears N.64°31'25"E., 50.00';

Thence Northeasterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 35°19'43", an arc length of 15.42 feet to the point of beginning of the parcel of land to be described;

NOW, THEREFORE, in consideration of the above Recitals, the Declaration is hereby amended as follows:

1. Amendment to Section 4.13. Section 4.13 of the Declaration is hereby amended in its entirety to read as follows:

"4.13 Property Subject to Assessments. The following property within the Community shall be subject to Community Assessments:

(a) Residential Lots or Units, whether improved or unimproved;

(b) Unsubdivided property in Neighborhood Residential Areas; and

(c) Community Commercial Areas and Nonresidential Areas."

2. Amendment to Section 4.14. Section 4.14 of the Declaration is hereby amended by deleting subparagraphs (k) and (l) in their entirety.

3. Amendment to Section 11.2(c). The phrase "Mortgagee" appearing in the second line of Section 11.2(c) of the Declaration is hereby amended to read "first Mortgagee" and the word "Mortgage" appearing in the fourth line of Section 11.2(c) of the Declaration is hereby amended to read "first Mortgage".

4. Defined Terms. Unless otherwise specifically defined herein, all capitalized terms used in this Amendment shall have the same meanings as are ascribed to such terms in the Declaration.

5. No Other Changes. There are no changes or modifications to the Declaration except as set forth herein.


6. Effectiveness of Amendment. In accordance with the provisions of Section 12.2(a) of the Declaration, this Amendment shall be effective upon the recordation hereof.

Executed this as of the date first written above at Costa Mesa, California.

Declarant:

The Warmington Company,
a California corporation

By:


Robert P. Warmington
President

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

Donald L. Boortz, Esq.
Heffernan & Boortz
Suite 700
610 Newport Center Drive
Newport Beach, CA 92660

COPY of Document Recorded
on 6-12-89 as No. 191446
has not been compared with
original.
WILLIAM E. CONERLY
County Recorder
RIVERSIDE COUNTY, CALIFORNIA

(Space Above Provided For Recorder)

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MORENO VALLEY RANCH

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch (the "Amendment") is made as of the 28th day of April, 1989, by The Warmington Company, a California corporation (the "Declarant").

R E C I T A L S

A. WHEREAS, Declarant has heretofore caused that certain Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch to be recorded on the 28th day of July, 1988, as Instrument No. 211508, in the Official Records of the County of Riverside, State of California, and that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch to be recorded on the 25th day of August, 1988, as Instrument No. 243446, and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch recorded on the 15th day of December, 1988, as Instrument No. 367478 (collectively the "Declaration"); and

B. WHEREAS, Section 12.2(a) of the Declaration gives Declarant the right to amend the Declaration by a written instrument executed by the Declarant only, provided that no Lot or Unit within the Community has been conveyed to any Owner other than a Merchant Builder; and

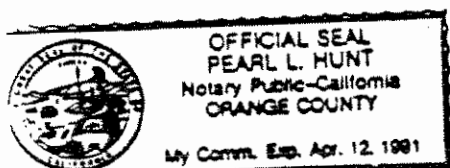
C. WHEREAS, Declarant now wishes to amend the Declaration as more particularly described herein.

362138

STATE OF CALIFORNIA)
) ss.
 COUNTY OF ORANGE)

On December 5, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert P. Warmington, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person who executed the within instrument as President, on behalf of THE WARMINGTON COMPANY, a California corporation, the 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.



[SEAL]

Pearl L. Hunt
 Notary Public

EXHIBIT "A"

Legal Description of the Community

211508

Thence Southwesterly on a non-tangent curve concave South-easterly, having a radius of 244.00 feet through an angle of 52 degrees 41'10", an arc length of 224.37 feet (the initial radial line bears N. 01 degrees 08'00" E.);

Thence S. 38 degrees 26'50" W., a distance of 4.97 feet to the point of beginning.

12. Defined Terms. Unless otherwise specifically defined herein, all capitalized terms used in this Amendment shall have the same meanings as are ascribed to such terms in the Declaration.

13. No Other Changes. There are no changes or modifications to the Declaration except as set forth herein.


14. Effectiveness of Amendment. In accordance with the provisions of Section 12.2(a) of the Declaration, this Amendment shall be effective upon the recordation hereof.

Executed this as of the date first written above at Costa Mesa, California.

Declarant:

The Warmington Company,
a California corporation

By:


Robert P. Warmington
President

211500

Thence Northwesterly and Southwesterly on a curve concave Southerly, having a radius of 75.00 feet, through an angle of $90^{\circ}00'00''$, an arc length of 117.81 feet;

Thence $S.64^{\circ}31'25''W.$, a distance of 150.00 feet;

Thence Southwesterly and Southeasterly on a curve concave Easterly, having a radius of 75.00 feet, through an angle of $90^{\circ}00'00''$, an arc length of 117.81 feet;

Thence $S.25^{\circ}28'35''E.$, a distance of 555.08 feet to the point of beginning of the parcel of land to be described;

Thence Southeasterly and Southwesterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of $90^{\circ}00'00''$, an arc length of 39.27 feet;

Thence $S.64^{\circ}31'25''W.$, a distance of 25.00 feet;

Thence Southwesterly and Northwesterly on a curve concave Northerly, having a radius of 25.00 feet, through an angle of $90^{\circ}00'00''$, an arc length of 39.27 feet to a point of cusp;

The preceding seven courses being along the Northerly line of said Parcel 4;

Thence $S.25^{\circ}28'35''E.$, a distance of 29.45 feet;

Thence Southeasterly and Northeasterly on a curve concave Northerly, having a radius of 25.00 feet, through an angle of $97^{\circ}35'41''$, an arc length of 42.58 feet;

Thence $N.56^{\circ}55'44''E.$, a distance of 25.22 feet;

Thence Northeasterly and Northwesterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of $82^{\circ}24'19''$, an arc length of 35.96 feet;

Thence $N.25^{\circ}28'35''W.$, a distance of 26.11 feet to the point of beginning;

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EXHIBIT "B"

Property Subject to Annexation

Thence N.58°57'00"E., a distance of 12.42 feet;

Thence Northeasterly and Southeasterly on a curve concave Southerly, having a radius of 60.00 feet, through an angle of 95°43'25", an arc length of 100.08 feet to the point of beginning;

The preceding four courses being along the Northerly line of said Parcel 3;

Also excepting therefrom that portion of said Parcel 3, described as follows:

Commencing at the Westerly terminus of a course in the Northerly line of said Parcel 3 which bears N.64°31'25"E., 50.00';

Thence N.64°31'25"E., a distance of 8.29 feet to the point of beginning of the parcel of land to be described;

Thence continuing N.64°31'25"E., a distance of 41.71 feet;

Thence Northeasterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 15°19'43", an arc length of 15.42 feet to a point of cusp;

The preceding three courses being along the Northerly line of said Parcel 3;

Thence Southwesterly and Northwesterly on a non-tangent curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 111°14'48", an arc length of 48.54 feet, (the initial radial line bears N.75°46'37"E.);

Thence N.82°58'35"W., a distance of 21.59 feet to the point of beginning;

Also excepting therefrom that portion of said parcel 4, described as follows:

Commencing at the Northerly terminus of a course in the Northerly line of said Parcel 4 which bears N.25°28'35"W, 407.27';

EXHIBIT "C"

Community Common Area

inclusive, Records of Riverside County, California, which lies Northwesterly of the parcel described in deed to Val Verde School District, recorded August 11, 1988, as instrument 227451, Records of Riverside County, California.

Parcel C

All that portion of Parcel 5 and Lot "D", Parcel Map 21574 as shown by map on file in Book 147, of Parcel Maps, at pages 28 through 30, inclusive, Records of Riverside County, California, which lies Northerly and Westerly of the parcel described in deed to Val Verde School District, recorded August 11, 1988, as instrument 227451, Records of Riverside County, California.

TOGETHER WITH: that portion of Lot "D", lying Northerly and Westerly of the following described lines:

Beginning at the Southwest corner of Lot "D", as shown on said Parcel Map;

Thence North 00 degrees 17' 41" East, along the West line of said Lot "D", a distance of 231.18 feet;

Thence North 43 degrees 33' 23" East, a distance of 34.32 feet to a line parallel and distant 30.00 feet Southerly of the South line of Parcel 5 of said Parcel Map 21574;

Thence South 88 degrees 30' 30" East, along said parallel line, a distance of 529.75 feet, to the beginning of a curve concave to the South, and having a radius of 100.00 feet;

Thence Easterly, along said curve, through a central angle of 10 degrees 14' 12", and an arc length of 17.87 feet;

Thence South 78 degrees 16' 18" East, a distance of 41.04 feet, to the beginning of a curve, concave to the Northwest, and having a radius of 70.00 feet;

Thence Northeasterly, along said curve, through a central angle of 111 degrees 40' 13", and an arc length of 136.43 feet;

Thence North 09 degrees 56' 31" West, a distance of 41.04 feet, to the beginning of a curve, concave to the East, and having a radius of 100.00 feet;

Thence Northerly, along said curve, through a central angle of 10 degrees 14' 12", and an arc length of 17.87 feet to a line parallel and distant 30.00 feet Easterly of the East line of said Parcel 5;

Thence North 00 degrees 17' 41" East, along said parallel line, a distance of 71.47 feet, more or less, to the South line of the North 7 acres as described in the herein mentioned deed to Val Verde School District.

IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF MORENO VALLEY, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 1 AND LOT "F", AND ALL OF LOT "E" OF AMENDED PARCEL MAP NO. 16950, AS SHOWN BY MAP ON FILE IN BOOK 113 PAGES 62 THROUGH 70, THEREOF OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO A PORTION OF THE NORTH ONE-HALF OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 158, ALSO BEING THE CENTERLINE INTERSECTION OF GENTIAN AVENUE AND NASON STREET, AS SHOWN ON MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, ON FILE IN BOOK 11 PAGE 10, THEREOF OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE SOUTH 89 DEGREES 34' 16" EAST, ALONG THE SOUTHERLY LINE OF SAID BLOCK 158, ALSO BEING THE CENTERLINE OF GENTIAN AVENUE, A DISTANCE OF 120.90 FEET;

THENCE SOUTH 00 DEGREES 25' 44" WEST, A DISTANCE OF 1610.32 FEET;

THENCE SOUTH 54 DEGREES 10' 12" EAST, A DISTANCE OF 354.21 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED;

THENCE NORTH 54 DEGREES 10' 12" WEST, A DISTANCE OF 354.21 FEET;

THENCE NORTH 00 DEGREES 25' 44" EAST, A DISTANCE OF 1610.32 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID BLOCK 158, ALSO BEING THE CENTERLINE OF GENTIAN AVENUE, SAID POINT BEING SOUTH 89 DEGREES 34' 16" EAST, A DISTANCE OF 120.90 FEET FROM SAID SOUTHWEST CORNER OF BLOCK 158;

THENCE NORTH 89 DEGREES 34' 16" WEST ALONG SAID SOUTHERLY LINE OF BLOCK 158, A DISTANCE OF 120.90 FEET TO SAID SOUTHWEST CORNER OF BLOCK 158, ALSO BEING THE SOUTHEAST CORNER OF BLOCK 157 AND THE CENTERLINE INTERSECTION OF NASON STREET AND GENTIAN AVENUE, AS SHOWN BY MAP ON FILE IN BOOK 11 PAGE 10 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 89 DEGREES 33' 50" WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK 157, ALSO BEING THE CENTERLINE OF GENTIAN AVENUE,

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(d) Neighborhood No. 9. There is hereby added a new Neighborhood No. 9, the legal description of which reads as follows:

Tentative Tract No. 22380-1

Parcel 2 of Parcel Map 20557, in the City of Moreno Valley, County of Riverside, State of California, as shown on a Map recorded in Book 147, Pages 20 through 27, inclusive, of Parcel Maps, Records of said County, excepting therefrom any portion lying Northerly and Easterly of the following described line:

Beginning at the most Westerly terminus of that certain course as shown on said Parcel 2 as "North 81 degrees 15' 20" West 167.28 feet";

Thence North 81 degrees 15' 20" West 232.24 feet to a point therein;

Thence South 08 degrees 44' 40" West 20.39 feet to a point therein;

Thence North 81 degrees 15' 20" West 245.93 feet to a point therein;

Thence South 83 degrees 06' 29" West 192.75 feet to a point therein;

Thence South 88 degrees 10' 05" West 77.00 feet to a point therein;

Thence North 01 degrees 49' 55" West 440.00 feet to the Southerly right-of-way line of Iris Avenue, as shown on said Map, and being the terminus of this line.

11. Amendment of Exhibit "C". The legal description of the Community lake as shown on Exhibit "C" to the Declaration is hereby amended to read:

All of Parcel 7 of Parcel Map 20557, as shown by map on file in Book 147 of Parcel Maps, at Pages 20 through 27 thereof, Records of Riverside County, California.

TOGETHER WITH that portion of Parcel 3 of said Parcel Map 20557, described as follows:

Beginning at the Northerly terminus of a course in the Northerly line of said Parcel 3 which bears N. 25 degrees 28'35" W., 186.51 feet;

Thence S. 25 degrees 28'35" E. along said Northerly line, a distance of 69.80 feet;

Thence N. 73 degrees 00'55" W., a distance of 76.86 feet;

Thence Northwesterly on a curve concave Southwesterly, having a radius of 500.00 feet, through an angle of 04 degrees 33'24", an arc length of 39.76 feet;

Thence N. 77 degrees 34'19" W., a distance of 73.56 feet;

Thence Westerly on a curve concave Southerly, having a radius of 200.00 feet, through an angle of 21 degrees 05'28", an arc length of 73.62 feet to a point of cusp, said point being on the Northerly line of said Parcel 3;

Thence N. 81 degrees 20'13" E., a distance 77.30 feet;

Thence Northeasterly on a curve concave Northwesterly, having a radius of 150.00 feet, through an angle of 22 degrees 23'13", an arc length of 58.61 feet;

Thence N. 58 degrees 57'00" E., a distance of 12.42 feet;

Thence Northeasterly and Southeasterly on a curve concave Southerly, having a radius of 60.00 feet, through an angle of 95 degrees 43'25", an arc length of 100.08 feet to the point of beginning;

The preceding four courses being along the Northerly line of said Parcel 3.

ALSO TOGETHER WITH that portion of said Parcel 3, described as follows:

Commencing at the Westerly terminus of a course in the Northerly line of said Parcel 3 which bears N. 64 degrees 31'25" E., 50.00 feet;

Thence N. 64 degrees 31'25" E., a distance of 8.29 feet to the point of beginning of the parcel of land to be described;

Thence continuing N. 64 degrees 31'25" E., a distance of 41.71 feet;

Thence Northeasterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 35 degrees 19'43", an arc length of 15.42 feet to a point of cusp;

The preceding three courses being along the Northerly line of said Parcel 3;

Thence Southwesterly and Northwesterly on a non-tangent curve concave Northwesterly, having a radius of 25.00 feet, through an

angle of 111 degrees 14'48", an arc length of 48.54 feet (the initial radial line bears N. 75 degrees 46'37" E.);

Thence N. 82 degrees 53'35" W., a distance of 21.59 feet to the point of beginning.

ALSO TOGETHER WITH that portion of Parcel 4 of said Parcel Map 20557, described as follows:

Commencing at the Northerly terminus of a course in the Northerly line of said Parcel 4 which bears N. 25 degrees 28'35" W., 407.27 feet;

Thence Northwesterly and Southwesterly on a curve concave Southerly, having a radius of 75.00 feet, through an angle of 90 degrees 00'00", an arc length of 117.81 feet;

Thence S. 64 degrees 31'25" W., a distance of 150.00 feet;

Thence Southwesterly and Southeasterly on a curve concave Easterly, having a radius of 75.00 feet, through an angle of 90 degrees 00'00", an arc length of 117.81 feet;

Thence S. 25 degrees 28'35" E., a distance of 555.08 feet to the point of beginning of the parcel of land to be described;

Thence Southeasterly and Southwesterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 90 degrees 00'00", an arc length of 39.27 feet;

Thence S. 64 degrees 31'25" W., a distance of 25.00 feet;

Thence Southwesterly and Northwesterly on a curve concave Northerly, having a radius of 25.00 feet, through an angle of 90 degrees 00'00", an arc length of 39.27 feet to a point of cusp;

The preceding seven courses being along the Northerly line of said Parcel 4;

Thence S. 25 degrees 28'35" E., a distance of 29.45 feet;

Thence Southeasterly and Northeasterly on a curve concave Northerly, having a radius of 25.00 feet, through an angle of 97 degrees 35'41", an arc length of 42.58 feet;

Thence N. 56 degrees 55'44" E., a distance of 25.22 feet;

Thence Northeasterly and Northwesterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 82 degrees 24'19", an arc length of 35.96 feet;

Thence N. 25 degrees 28'35" W., a distance of 26.11 feet to the point of beginning.

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ALSO TOGETHER WITH that portion of said Parcel 4, described as follows:

Beginning at the Southerly terminus of a course in the Northerly line of said Parcel 4 which bears N. 25 degrees 28'35" W., 407.27 feet;

Thence Southeasterly and Northeasterly on a curve concave Northerly, having a radius of 25.00 feet, through an angle of 90 degrees 00'00", an arc length of 39.27 feet;

Thence N. 64 degrees 31'25" E., a distance of 25.00 feet;

Thence Northeasterly and Northwesterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 90 degrees 00'00", an arc length of 39.27 feet to a point of cusp;

The preceding three courses being along the Northerly line of said Parcel 4;

Thence South 25 degrees 28'35" W., a distance of 48.59 feet;

Thence Southeasterly and Southwesterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 67 degrees 49'40", an arc length of 29.60 feet.

Thence S. 42 degrees 21'05" W., a distance of 27.00 feet;

Thence Southwesterly and Northwesterly on a curve concave Northerly, having a radius of 25.00 feet, through an angle of 112 degrees 10'20", an arc length of 48.94 feet;

Thence N. 25 degrees 28'35" W., a distance of 58.78 feet to the point of beginning.

ALSO TOGETHER WITH that portion of Parcel 1 of Amended Parcel Map 16950, as shown by map on file in Book 113 of Parcel Maps, at pages 62 through 70 thereof, Records of Riverside County, California, described as follows:

Commencing at the Easterly terminus of a course in the Northerly line of said Parcel 7 which bears N. 57 degrees 57'40" W., 87.79 feet;

Thence Southeasterly on a curve concave Northeasterly, having a radius of 300.00 feet through an angle of 11 degrees 56'36", an arc length of 62.54 feet to the point of beginning of the parcel of land to be described;

Thence continuing Southeasterly on said curve concave Northeasterly, having a radius of 300.00 feet through an angle of 13

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degrees 03'24", an arc length of 68.36 feet to a point of reverse curvature (the initial radial line bears S. 20 degrees 05'44" W.);

Thence Southeasterly on a curve concave Southwesterly, having a radius of 100.00 feet through an angle of 27 degrees 30'30", an arc length of 48.01 feet (the initial radial line bears N. 07 degrees 02'20" E.);

Thence S. 55 degrees 27'10" E., a distance of 58.09 feet;

Thence Southeasterly and Northeasterly on a curve concave Northerly having a radius of 100.00 feet through an angle of 80 degrees 30'10", an arc length of 140.50 feet;

Thence N. 44 degrees 02'40" E., a distance of 90.52 feet;

Thence Northeasterly and Northwesterly on a curve concave Westerly, having a radius of 200.00 feet through an angle of 69 degrees 31'15", an arc length of 242.67 feet;

Thence N. 25 degrees 28'35" W., a distance of 71.56 feet;

Thence Northwesterly and Northeasterly on a curve concave Easterly, having a radius of 50.00 feet through an angle of 90 degrees 00'00", an arc length of 78.54 feet to a point of cusp;

The preceding nine (9) courses being along the Northerly line of said Parcel 7;

Thence S. 64 degrees 31'25" W., a distance of 4.60 feet;

Thence Southwesterly and Southeasterly on a curve concave Easterly, having a radius of 50.00 feet through an angle of 90 degrees 00'00", an arc length of 78.54 feet;

Thence S. 25 degrees 28'35" E., a distance of 71.56 feet;

Thence Southeasterly and Southwesterly on a curve concave Westerly, having a radius of 195.40 feet through an angle of 69 degrees 31'15", an arc length of 237.09 feet;

Thence S. 44 degrees 02'40" W., a distance of 90.52 feet;

Thence Southwesterly and Northwesterly on a curve concave Northerly, having a radius of 95.40 feet through an angle of 80 degrees 30'10", an arc length of 134.04 feet;

Thence N. 55 degrees 27'10" W., a distance of 33.60 feet;

Thence Northwesterly on a curve concave Southwesterly, having a radius of 244.00 feet through an angle of 33 degrees 24'50", an arc length of 142.30 feet to the point of beginning.

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EXCEPTING THEREFROM that portion of said Parcel 7, described as follows:

Commencing at the Northerly terminus of a course in the Southerly line of said Parcel 7 which bears N. 25 degrees 28'35" W., 186.51 feet;

Thence S. 25 degrees 28'35" E., a distance of 69.80 feet to the point of beginning of the parcel of land to be described;

Thence continuing S. 25 degrees 28'35" E., a distance of 116.71 feet;

Thence Southeasterly and Northeasterly on a curve concave Northerly, having a radius of 25.00 feet, through an angle of 90 degrees 00'00", an arc length of 39.27 feet;

Thence N. 64 degrees 31'25" E., a distance of 8.29 feet;

The preceding four courses being along the Southerly line of said Parcel 7;

Thence N. 82 degrees 58'35" W., a distance of 11.86 feet;

Thence Northwesterly on a curve concave Northeasterly, having a radius of 25.00 feet, through an angle of 63 degrees 45'00", an arc length of 27.82 feet;

Thence N. 19 degrees 13'35" W., a distance of 79.36 feet;

Thence Northwesterly on a curve concave Southwesterly, having a radius of 25.00 feet, through an angle of 53 degrees 47'20", an arc length of 23.47 feet;

Thence N. 73 degrees 00'55" W., a distance of 17.00 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion of said Parcel 7, described as follows:

Commencing at the Easterly terminus of a course in the Southerly line of said Parcel 7, which bears N. 64 degrees 31'25" E., 50.00 feet;

Thence Northeasterly on a curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 35 degrees 19'43", a arc length of 15.42 feet to the point of beginning of the parcel of land to be described;

Thence continuing Northeasterly and Northwesterly on said curve concave Northwesterly, having a radius of 25.00 feet, through an angle of 54 degrees 40'17", an arc length of 23.85 feet, (the

initial radial line bears S. 60 degrees 48'18" E.);

Thence N. 25 degrees 28'35" W., a distance of 91.38 feet to a point of cusp;

The preceding three courses being along the Southerly line of said Parcel 7;

Thence Southeasterly on a curve concave Southwesterly, having a radius of 300.00 feet; through an angle of 06 degrees 15'00", an arc length of 32.72 feet, (the initial radial line bears N. 64 degrees 31'25" E.);

Thence S. 19 degrees 13'35" E., a distance of 77.42 feet;

Thence Southeasterly on a curve concave Southwesterly, having a radius of 25.00 feet, through an angle of 05 degrees 00'12", an arc length of 2.18 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion of said Parcel 7, described as follows:

Beginning at the Easterly terminus of a course in the Northerly line of said Parcel 7 which bears N. 38 degrees 26'50" E., 86.83 feet;

Thence Northeasterly and Northwesterly on a curve concave Westerly, having a radius of 24.00 feet through an angle of 96 degrees 24'30", an arc length of 40.38 feet;

Thence N. 57 degrees 57'40" W., a distance of 33.62 feet;

Thence Northwesterly and Northeasterly on a curve concave Easterly, having a radius of 70.00 feet through an angle of 122 degrees 29'05", an arc length of 149.64 feet to a point of compound curvature;

Thence Easterly on a curve concave Southerly, having a radius of 100.00 feet through an angle of 57 degrees 30'55", an arc length of 100.38 feet (the initial radial line bears N. 25 degrees 28'35" W.);

Thence S. 57 degrees 57'40" W., a distance of 87.79 feet;

Thence Southeasterly on a curve concave Northeasterly, having a radius of 300.00 feet through an angle of 11 degrees 56'36", an arc length of 62.54 feet to a point of cusp;

The preceding six (6) courses being along the Northerly line of said Parcel 7;

LEGAL DESCRIPTION FOR THE COMMUNITY RECREATIONAL FACILITY

THAT PORTION OF PARCEL 6 OF PARCEL MAP NO. 20557, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 147, PAGES 20 AND 27, OF PARCEL MAPS, RECORDS OF SAID COUNTY, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING at the Westerly terminus of that certain course on the common boundary line between Parcel 7 and Parcel 2 of said Parcel Map shown as having a bearing of "North 81°15'20" West" and a distance of "167.28 feet";

Thence North 81°15'20" West 202.24 feet along the Northwesterly prolongation of said common boundary line, said prolongation being the common boundary line between Parcel 6 and Parcel 2 of said Parcel Map, to a point therein;

Thence North 10°27'46" East 100.04 feet leaving said boundary line to a point therein;

Thence North 08°44'40" East 20.33 feet to the beginning of a tangent curve concaved to the East and having a radius of 667.00 feet;

Thence North 141.41 feet along said curve through a central angle of 12°08'51" to the beginning of a reverse curve concaved to the West with a radial bearing of South 69°06'29" East and having a radius of 433.00 feet;

Thence North 283.50 feet along said curve through a central angle of 37°30'49" to a point therein;

Thence North 29°35'50" East 33.24 feet to the Southerly right-of-way line of Iris Avenue and the Northerly boundary line of said Parcel 5, as shown on said map, and the beginning of a tangent curve concaved to the North with a radial bearing of South 17°46'52" East and having a radius of 2817.00 feet;

Thence East 378.35 feet along said right-of-way curve and boundary line through a central angle of 7°41'43" to a point therein;

Thence North 64°31'25" East 61.77 feet continuing along said right-of-way line and boundary line to a point therein;



J. F. DAVIDSON ASSOCIATES, INC.
- Civil Engineering - Surveying - Planning -

2000 N. 1st St., Suite 200
Phoenix, AZ 85004
Tel: (602) 254-1111
Fax: (602) 254-1112

SCALE: 1" = 300' DATE: JULY, 1988

Thence South $25^{\circ}28'35''$ East 69.10 feet leaving said right-of-way line and boundary line to the common boundary line between Parcel 6 and Parcel 7 and the beginning of a non-tangent curve concaved to the South with a radial bearing of North $16^{\circ}19'59''$ East and having a radius of 75.00 feet;

Thence West 54.73 feet along said common boundary line curve through a central angle of $41^{\circ}48'34''$ to a point therein;

Thence South $64^{\circ}31'25''$ West 40.12 feet continuing along said boundary line to the beginning of a tangent curve concaved to the East and having a radius of 75.00 feet;

Thence South 114.88 feet continuing along said boundary line curve through a central angle of $87^{\circ}45'35''$ to a point therein;

Thence South $23^{\circ}14'10''$ East 224.51 feet continuing along said boundary line to the beginning of a tangent curve concaved to the West and having a radius of 200.00 feet;

Thence South 371.59 feet continuing along said boundary line curve through a central angle of $106^{\circ}27'10''$ to a point therein;

Thence South $83^{\circ}13'00''$ West 122.89 feet continuing along said boundary line to the beginning of a tangent curve concaved to the East and having a radius of 40.00 feet;

Thence South 114.82 feet continuing along said boundary line curve through a central angle of $164^{\circ}28'20''$ to the POINT OF BEGINNING;

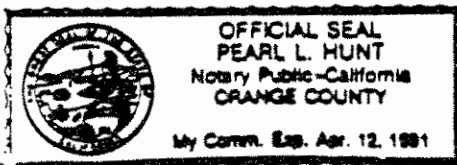
LEGAL DESCRIPTION OF THE COMMUNITY LAKE

Parcel 7 of Parcel Map 20557, Map Book 147 Pages 20 through 27, Official Records of Riverside County, California.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On May 3, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert P. Warmington, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person who executed the within instrument as President, on behalf of THE WARMINGTON COMPANY, a California corporation, the 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.



[SEAL]

Pearl L. Hunt
Notary Public

A DISTANCE OF 1319.55 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 157;

THENCE NORTH 00 DEGREES 23' 13" EAST ALONG THE WESTERLY LINE OF SAID BLOCK 157, A DISTANCE OF 1320.72 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 157, SAID CORNER BEING ON THE SOUTHERLY LINE OF BLOCK 152, ALSO BEING THE CENTERLINE OF FILAREE AVENUE, AS SHOWN ON SAID MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY;

THENCE NORTH 89 DEGREES 31' 35" WEST ALONG SAID LINE, A DISTANCE OF 1320.32 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 152, ALSO BEING THE SOUTHEAST CORNER OF BLOCK 153, AND THE CENTERLINE INTERSECTION OF FILAREE AVENUE AND MORRISON STREET, AS SHOWN ON SAID MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY; THENCE NORTH 89 DEGREES 34' 13" WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK 153, ALSO BEING THE CENTERLINE OF SAID FILAREE AVENUE, A DISTANCE OF 2640.89 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 153, ALSO BEING THE SOUTHEAST CORNER OF BLOCK 154, AND THE CENTERLINE INTERSECTION OF FILAREE AVENUE AND LASSELLE STREET, AS SHOWN ON MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY;

THENCE NORTH 89 DEGREES 32' 18" WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK 154, ALSO BEING THE CENTERLINE OF SAID FILAREE AVENUE, ALSO BEING THE NORTHERLY LINE OF TRACT 19685-1, AS SHOWN BY MAP ON FILE IN BOOK 156 PAGES 61 THROUGH 64, THEREOF OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND THE NORTHERLY LINE OF TRACT 19685, AS SHOWN BY MAP ON FILE IN BOOK 156 PAGES 74 THROUGH 77, THEREOF OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 2619.84 FEET TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT "D" OF SAID AMENDED PARCEL MAP 16950; THENCE SOUTH 00 DEGREES 12' 37" WEST ALONG SAID NORTHERLY PROLONGATION OF SAID WESTERLY LINE, A DISTANCE OF 1317.59 FEET TO THE SOUTHWEST CORNER OF SAID LOT "D", SAID CORNER BEING ON THE NORTHERLY LINE OF SAID LOT "E";

THENCE NORTH 89 DEGREES 13' 10" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID LOT "E", SAID CORNER BEING ON THE NORTH-SOUTH CENTER SECTION LINE OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE SOUTH 00 DEGREES 12' 37" WEST ALONG THE WESTERLY LINE OF SAID LOT "E", ALSO BEING THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 20, A DISTANCE OF 2630.17 FEET TO THE SOUTH ONE-QUARTER CORNER THEREOF, ALSO BEING THE NORTH ONE-QUARTER CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE SOUTH 00 DEGREES 17' 51" WEST CONTINUING ALONG SAID WESTERLY LINE, ALSO BEING THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 29, A DISTANCE OF 5267.17 FEET TO THE SOUTH-WEST CORNER OF SAID LOT "E";

THENCE SOUTH 88 DEGREES 30' 48" EAST ALONG THE SOUTHERLY LINE OF SAID LOT "E" AND THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE

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OF 842.23 FEET;
 THENCE NORTH 00 DEGREES 34' 06" EAST, A DISTANCE OF 50.01 FEET;
 THENCE SOUTH 88 DEGREES 30' 58" EAST, A DISTANCE OF 1083.56 FEET;
 THENCE SOUTH 00 DEGREES 39' 17" WEST, A DISTANCE OF 290.03 FEET;
 THENCE NORTH 88 DEGREES 30' 39" WEST, A DISTANCE OF 444.62 FEET;
 THENCE SOUTH 00 DEGREES 36' 09" WEST, A DISTANCE OF 2479.48 FEET;
 THENCE SOUTH 89 DEGREES 15' 19" EAST, A DISTANCE OF 20.05 FEET;
 THENCE SOUTH 00 DEGREES 35' 50" WEST, A DISTANCE OF 2630.28 FEET TO THE SOUTHERLY LINE OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN;
 THENCE SOUTH 89 DEGREES 30' 18" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1157.78 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 32, ALSO BEING THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN;
 THENCE SOUTH 89 DEGREES 30' 46" EAST ALONG THE SOUTHERLY LINE OF SAID SECTION 33, A DISTANCE OF 1266.29 FEET;
 THENCE NORTH 21 DEGREES 59' 47" WEST, A DISTANCE OF 2672.93 FEET;
 THENCE NORTH 29 DEGREES 18' 48" WEST, A DISTANCE OF 508.77 FEET TO THE WESTERLY LINE OF SAID SECTION 33;
 THENCE NORTH 00 DEGREES 18' 54" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 202.14 FEET;
 THENCE SOUTH 29 DEGREES 20' 09" EAST, A DISTANCE OF 676.42 FEET;
 THENCE SOUTH 52 DEGREES 44' 57" EAST, A DISTANCE OF 346.10 FEET;
 THENCE SOUTH 89 DEGREES 29' 04" EAST, A DISTANCE OF 142.53 FEET;
 THENCE NORTH 00 DEGREES 28' 19" EAST, A DISTANCE OF 59.97 FEET;
 THENCE SOUTH 89 DEGREES 30' 56" EAST, A DISTANCE OF 249.88 FEET;
 THENCE NORTH 00 DEGREES 29' 25" EAST, A DISTANCE OF 100.04 FEET;
 THENCE SOUTH 89 DEGREES 30' 30" EAST, A DISTANCE OF 330.02 FEET;
 THENCE NORTH 00 DEGREES 28' 42" EAST, A DISTANCE OF 190.74 FEET;
 THENCE NORTH 20 DEGREES 58' 22" EAST, A DISTANCE OF 1702.70 FEET;
 THENCE NORTH 44 DEGREES 21' 28" EAST, A DISTANCE OF 5329.58 FEET;
 THENCE SOUTH 78 DEGREES 01' 37" EAST, A DISTANCE OF 1413.67 FEET.

THE PRECEDING TWENTY-THREE (23) COURSES BEING ALONG THE SOUTHERLY AND SOUTHEASTERLY LINES OF SAID PARCEL 1;

THENCE NORTH 19 DEGREES 46' 30" WEST, A DISTANCE OF 3873.99 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT BY DEED RECORDED AUGUST 18, 1965 AS INSTRUMENT NO. 95573 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM ALL OF TRACT 19685-1, AS SHOWN BY MAP

OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM ALL OF TRACT 19685-2, AS SHOWN BY MAP ON FILE IN BOOK 156 PAGES 65 THROUGH 69, THEREOF OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM ALL OF TRACT 19685-3, AS SHOWN BY MAP ON FILE IN BOOK 156 PAGES 70 THROUGH 73, THEREOF OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM ALL OF TRACT 19685, AS SHOWN BY MAP ON FILE IN BOOK 156 PAGES 74 THROUGH 77, THEREOF OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION OF THE EAST HALF OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF SAID SECTION 20, LYING SOUTHERLY OF THE SOUTH LINE OF LOT 5 IN BLOCK 154, AS SHOWN ON THE MAP OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, ON FILE IN BOOK 11 PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AND LYING WEST OF THE EAST LINE OF THAT CERT EASEMENT GRANTED TO THE CALIFORNIA ELECTRIC POWER COMPANY, DEED RECORDED MAY 11, 1950 IN BOOK 1172 PAGE 110 OF OFF RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM PARCEL 4280-1, AS SHOWN ON REC SURVEY RECORDED DECEMBER 1, 1980 IN BOOK 67 PAGES 1 THRU 7, THEREOF OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM TWO (2) PARCELS OF LAND CONVEYED TO RIVERSIDE COMMUNITY COLLEGE DISTRICT BY DEEDS RECORDED MARCH 16, 1987 AS INSTRUMENT NOS. 71343 AND 71344 BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

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