

17388

When recorded mail to:
The Cascade Company
P.O. Box 4006
Canyon Lake, Ca. 92380

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AT 900 CYCLOPS AVE.
A Division of
SAFECO TITLE INSURANCE CO.
Book 1103, Page
AUG 11 1983
Recorded in Office of Recorder
of Riverside County, California
William J. [Signature]
Recorder
From 1

AUG 11, 1983

SATCO

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DECLARATION OF RESTRICTIONS

THIS DECLARATION is made this 18th day of July, 1983, by, SOUTH SHORE MARINA CONDOMINIUM, California limited partnership, herein referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of the real property described as Lot 78 of Tract 3719, consisting of 17 sheets, marked respectively, "Sheet 1 of 17 sheets" through "Sheet 17 of 17 sheets," which Map was recorded in the Office of the County Recorder of Riverside County, California, on March 12, 1968, in Book 58 of Subdivisions, Pages 49 to 65, inclusive;

WHEREAS, Declarant has caused said Lot 78 to be subdivided by way of Amended Parcel Map 17388, recorded November 2, 1982, in the Office of the County Recorder of Riverside County, California, in Book 110 of Parcel Maps, Pages 19 and 20, inclusive, thus creating Parcels 1, 2, 3 and 4;

WHEREAS, said Lot 78 was designated as being exempt from the Declaration of Restrictions filed with respect to Tract No. 3719, recorded in the Office of the County Recorder of Riverside County, California, March 12, 1968, as Instrument No. 22440,

WHEREAS, it is the intent of Declarant to impose restrictions on Parcels 3 and 4 of Amended Parcel Map 17388 similar to those imposed on the other non-exempt lots within said Tract No. 3719;

NOW, THEREFORE, Declarant does hereby declare, for the purpose of establishing a general plan for the development of single-family residences, that the property described in Exhibit "A" shall be held, occupied, sold and conveyed subject to the restrictions set forth in the Declaration of Restrictions filed with respect to Tract 3719, recorded in the Office of the County Recorder of Riverside County, California, March 12, 1968, as Instrument No. 22440, as such restrictions apply to non-exempt lots. Said Declaration of Restrictions are hereby incorporated herein by reference and made a part hereof, and said restrictions shall run with the real property described in Exhibit "A" and be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof as well as the Declarant herein, and said

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3719

17388

EXHIBIT "A"

Parcels 3 and 4 of Amended Parcel Map 17388, recorded in the Office of the County Recorder of Riverside County, California, November 2, 1982, in Book 110 of Parcel Maps at Pages 19 and 20 (being a subdivision of Lot 78 of Tract 3719, as shown by Map on file in Book 58, Pages 49 through 65, inclusive, of Maps, Records of Riverside County, California, located in Section 2, Township 6 South, Range 4 West, San Bernardino Base and Meridian).

DECLARATION OF RESTRICTIONS

THE DECLARATION, made this 29th day of February, 1968, by Corona Land Co., a California corporation, herein referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of all of the real property set forth and described on that certain map (herein called "Map") entitled Tract No 3719, consisting of 17 sheets, marked respectively, "Sheet 1 of 17 sheets" through "Sheet 17 of 17 sheets", which Map was recorded in the Office of the County Recorder of Riverside County, California, on March 12th, 1968, in Book 58 of Subdivisions, Pages 49 to 65 Inc.

WHEREAS, all of the real property described in the Map comprises in the aggregate a single subdivision unit (herein called "Unit") which is one of several units in the Canyon Lake general subdivision therein called "Subdivision") which have been or shall be developed from adjoining lands owned by Declarant and annexed to the Subdivision as detailed herein and in the initial filing with the California Real Estate Commissioner relating to the Subdivision (Tract No. 3719), and

WHEREAS, there are four hundred forty-nine (449) subdivided lots set forth and described in the recorded Map, numbered 1 through 449, respectively; and

WHEREAS, Declarant is about to sell and convey said lots, other than those numbered 78, 91, 92, 93, and 441 (herein called "exempt lots"), and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions", under a general plan or scheme of improvement for the benefit and complement of all of the lots in the Unit and Subdivision, and the future owners of said lots, other than the exempt lots;

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

1. APPLICABILITY

These Restrictions shall apply to subdivided, numbered lots only, other than the exempt lots, and are specifically excluded from application to said exempt lots and to other lands designated on the Map as parcels or as lands of Declarant, which exempt lots, parcels and lands are intended for future commercial, multiple dwelling, single family residence, or recreational uses.

2. TERM

These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 2008, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part. These Restrictions may be amended at any time by written consent of two-thirds (2/3) of the record owners of such lots.

3. MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Unit and the Subdivision to which they are applicable, as herein provided, and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Unit and Subdivision and their respective owners. Restrictions substantially the same as those contained herein shall be recorded on all future recorded tracts of the Subdivision in conformity with the general scheme of improvement of all lands to be included therein.

4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENT

No lot shall be used except for residential purposes. No structures shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling including a private garage and, in the case of a lot contiguous, to a lake or shoreline, a boat shelter, pier, or other similar structure approved as herein provided.

5. CANYON LAKE PROPERTY OWNERS ASSOCIATION

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

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

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

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The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets and parks and such other properties within the Subdivision as it may from time to time own.

For the purpose of proportionately dividing the Association's expenses incurred in the maintenance of its properties and in furthering and promoting its purposes, the Association shall have all the powers that are set forth in its Articles of Incorporation and By-Laws or that belong to it by operation of law, including the power to levy against every lot in the Subdivision uniform annual charges as set forth in its by-laws of not less than Twenty Dollars (\$20.00) nor more than Fifty Dollars (\$50.00) per year: provided, however, that no such charge is or shall be levied against or payable by Declarant, the Association itself, or any corporation that may be created to acquire title to and operate any utilities servicing the Unit of Subdivision, or any beach, lake access tract, marina, golf course, tennis court, horse facilities, clubhouse, clubhouse grounds or other similar recreational facilities within the Unit or Subdivision solely by reason of ownership or control thereof.

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

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

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

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

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

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

6. ARCHITECTURAL CONTROL COMMITTEE

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

The Committee shall be composed of three (3) members to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, or in the event of Declarant's failure to so appoint within two (2) months after any such vacancy, then by the Board of Directors of the Association. When ninety percent (90%) of the lots in the Subdivision shall have been sold by Declarant, the Board of Directors of the Association shall have complete control of the appointments and removal of Committee members. Either a lapse of eighteen (18) months between filings of unit maps of the Subdivision, provided that ninety percent (90%) of the then aggregate number of lots in all recorded units of the Subdivision have been sold by Declarant, or a lapse of three (3) years from the date of the Final Subdivision Public Report of the California Division of Real Estate applicable to the next preceding unit of the Subdivision, regardless of whether or not ninety percent (90%) of the aggregate number of lots in all recorded units of the Subdivision have been sold, shall be sufficient to place control for such appointments and removals in the Association's Board of Directors.

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

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

The Committee shall approve or disapprove plans, specification and details within thirty (30) days from the receipt thereof or shall notify the person submitting them that an additional period of time, not to exceed thirty (30) days, is required for such approval or disapproval. Plans, specifications and details not approved or disapproved within the time limits provided herein shall be deemed approved as submitted. One (1) set of said plans and specifications and details with the approval or disapproval, endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

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

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

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

7. SIZES AND PLACEMENT OF RESIDENCES AND STRUCTURES

Every residence dwelling constructed on a lot shall contain the following minimum square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports and other outbuildings).

Waterfront lots 1,000 sq. ft.

All other lots 900 sq. ft.

Each such dwelling shall be of single story construction: provided, however, that split level or two story residences may be constructed on lots where, in the opinion of the Committee, the terrain of such lot lends itself to such construction.

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

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

Whenever two or more contiguous lots in the Subdivision shall be owned by the same person, and such person shall desire to use two or more of said lots as a site for a single dwelling house, he shall apply in writing to the Architectural Control Committee for permission so to use said lots. If written permission of such a use shall be granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with a single dwelling house.

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

- (a) First floor elevations of 1397.5 feet M. S. L. on all lakefront lots;
- (b) Twenty (20) feet from the front line of each lot abutting the street;
- (c) Five (5) feet from each lot side line, except corner lots which shall be ten (10) feet;
- (d) Twenty (20) feet, or twenty-five (25%) percent of the depth of the lot, whichever is greater, from the rear line of each lot, unless such rear lot line shall be either contiguous to a boundary line of the golf course in which case the depth of the rear yard shall be twenty-five (25) feet or twenty-five percent (25%) of the depth of the lot, whichever is greater; or contiguous to a lake shoreline, in which event the depth of the rear yard shall be thirty (30) feet or twenty-five percent (25%) of the depth of the lot, whichever is greater, however, that on any lot, the rear line of which is contiguous to a lake shoreline, there may be constructed and maintained, at or adjacent to such shoreline, any boat shelter, pier, or similar structure in respect to the size, design, construction or placement of which the Committee shall have issued a permit or license.
- (e) If the line with respect to which a setback measurement is to be made is a meandering line, the average length of the two lot lines that intersect said meandering line

shall be determined and, using that average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line

- (f) The term "side line" defines a lot boundary line that extends from the street on which the lot abuts to the rear line of the lot.
- (g) The term "rear lot line" defines the boundary line of the lot that is farthest from, and substantially parallel to, the line of the street on which the lot abuts.
- (h) The term "front line" defines a lot boundary line that is abutting the right-of-way of the street on which the lot abuts.
- (i) A corner lot shall be deemed to have a front line on the street on which the shortest dimension abutting a street occurs.
- (j) No part of any fence or wall shall be constructed or placed within the "front yard" of any numbered lot in the Subdivision, that is to say, within that part of the lot that lies between the line of the street on which the lot abuts and the required setback from the front line of the lot. No fence or wall shall be constructed or placed within that part of any lot that is contiguous to either a lake or the golf course that lies within twenty-five (25) feet of the rear lot line, and no part of any fence or wall constructed or placed in the rear yard of any lot that is contiguous to a lake or the golf course shall exceed three (3) feet in height. Any fence that is permitted within the Subdivision and is not subject to the height limitation set out in the immediately preceding sentence may have a height not in excess of five (5) feet.

8. GENERAL PROHIBITIONS AND REQUIREMENTS

The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Unit or Subdivision:

- (a) No outside toilet or individual water well shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the community sewage system.
- (b) No temporary structure or other outbuilding shall be placed or erected on any lot; provided, however, that the Committee may grant permission for any

such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.

- (c) No mobile home, house or travel trailer, camper unit, tent or other temporary living quarters shall be placed, maintained or occupied on any lot; except that the owner thereof upon completion and occupancy of the principal dwelling may store such items on his property in a reasonable manner, except as otherwise prohibited herein.
- (d) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and a certificate permitting occupancy shall have been issued by the Riverside County Building Department.
- (e) All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated on any such lot.
- (f) No animals or livestock of any description, except the usual household pets, shall be kept on any lot.
- (g) Signs of customary and reasonable dimensions, but not exceeding five (5) square feet, and approved by the Committee shall be permitted to be displayed on any lot advertising the same for sale. All other signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Committee.
- (h) No stripped down, partially wrecked, or junk motor vehicle or sizeable part thereof, shall be permitted to be parked on any street in the Unit or Subdivision or on any lot in such manner as to be visible to the occupants of other lots within the Unit or Subdivision or to the users of any street, lake or golf course therein. No truck larger than 3/4 ton shall be parked, for overnight (or longer) storage, on any numbered lot in the Unit or Subdivision in such a manner as to be visible to the occupants of other lots in the Unit or Subdivision or the users of any street, lake or golf course within the Unit or Subdivision.
- (i) Every tank for the storage of fuel installed outside any building in the Unit or Subdivision shall be buried below the surface of the ground or otherwise completely screened, to the satisfaction of the Committee. "Every outdoor receptacle for ashes trash, rubbish or garbage shall be installed

underground, screened or so placed and kept as not to be visible from any street, lake or golf course within the Unit or Subdivision at any time except during refuse collections.

- (j) No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.
- (k) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In the event any such lot or improvement thereon is not so maintained, the Association shall have the right, through its agents and employees, to enter thereon for the purpose of maintenance, restoration or repair, the cost of which shall be added to and become a part of the annual charge to which such lot is subject.
- (l) No noxious or offensive activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
- (m) No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
- (n) No tree in excess of three (3) inches in diameter, measured at a point twelve inches (12") above the ground, shall be removed from any lot without first obtaining the written consent of the Committee.
- (o) No radio station or short-wave operators of any kind shall operate from any lot or residence. No exterior television or radio antenna of any kind shall be constructed or erected on any lot or residence after such time as a community antenna television (CATV) system has been made available to residences at rates of charge for installation and monthly service commensurate with the rates charged by comparable CATV systems.
- (p) No trash, ashes, garbage or other refuse shall be dumped or stored on any lot nor be thrown into or left on the shoreline of any lake in the Subdivision. No outside burning of trash or garbage shall be permitted.
- (q) No improvement which has been partially or totally destroyed by fire, earthquake or otherwise, shall

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

- (r) Every building, dwelling, or other improvement, the construction or placement of which is begun on any lot, shall be completed within six (6) months after the beginning of such construction or placement.
- (s) In order to enhance the appearance and orderliness of the Subdivision the Declarant hereby reserves for itself, its successors and assigns, the exclusive right to operate, a commercial scavenging service within the Subdivision for the purpose of removing garbage, trash, and other like household refuse. Such refuse collection and removal service shall be provided not less often than once each week on a day or days designated by the Declarant or its successors and assigns. The charge to be made for such refuse collection and removal service shall be at a reasonable rate commensurate with the rates charged by commercial scavengers serving other subdivisions of high standards in the area and shall be subject to change from time to time. Initially, the charge for such service shall be Two Dollars (\$2.00) per month.
- (t) Every building, dwelling or other improvement having a roof shall use a roof covering material of cedar shakes, wood shingles, clay or cement tile or built-up roofing and colored rock.

9. VARIANCES

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

10. EASEMENTS

Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:

- (a) For the use and maintenance of drainage courses of all kinds designated on the Map as "Drainage Easements";
- (b) For maintenance and permanent stabilization control of slopes in the slope-control areas designated on the Map as "Slope Easements";
- (c) For lake and shoreline maintenance and control along the lake front portion of each lot contiguous to a lake shoreline to the extent of ten (10) feet in width designated on the Map as "Utility Maintenance Easements"; and

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- (d) For the Installation and maintenance of radio and television transmission cables over strips of land six (6) feet in width along side and rear property lines and ten (10) feet in width along the front property line of each lot.

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

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

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

Every numbered lot in the Subdivision that lies contiguous to a lake shall be subject to a flowage easement to an elevation on the lot equal to the high water elevation of such lake as stated on the recorded plat.

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

Each of the streets in the Unit or Subdivision designated on the Map, except Railroad Canyon Road, is a private street, and every park, recreational facility, and other amenity within the Unit or Subdivision is a private park, facility or amenity. An easement for the use and enjoyment of each of said streets and areas designated on the Map as parks, and areas designated on the recorded Map as pedestrian easements, is reserved to Declarant, its successors and assigns; to the persons who are, from time to time, members or associate members of the Association; to the members and owners of the recreation club to be organized, owned, leased and operated by Declarant, its successors and assigns; to the residents, tenants, and occupants of any multi-family

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residential building, guesthouse, inn or hotel facilities, and all other kinds of residential structures that may be erected within the boundaries of the Unit or Subdivision, to the owner and/or operator of the dam and lake facility, its successors and assigns, and to the invitees of all of the aforementioned persons.

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

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

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

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

12. LAKE FRONTAGE LOTS

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

No such grantee, nor any of such grantee's successors or assigns, shall have any right with respect to any stream that is a tributary to any such lake or with respect to any such lake, the land thereunder, the water therein, or its or their elevation, use or condition and none of said lots shall have any riparian rights or incidents appurtenant; provided, further, that title shall not pass by reliction or submergence or changing water levels.

Declarant, its successors and assigns, shall have the right at any time to dredge or otherwise remove any accretion or deposit from any lot, in order that the shoreline of the lake to which such lot is contiguous may be moved toward or to, but not inland beyond, the location of said shoreline as it would be established on the date hereof if the water elevation in such lake were one (1) vertical foot above the maximum water elevation at spillway level indicated in the recorded map of the

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unit in the Subdivision in which it is located and title shall pass with inch dredging or other removal as by erosion.

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

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

13. GRANTEE'S TITLE

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

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

Such grant deed shall convey title to the lot only, the boundaries of which shall be the side, rear and front lot lines as designated on the Map, excluding any fee interest in adjacent streets or roads in the Subdivision.

14. ANNEXATION OF SUBSEQUENT UNITS OR PARCELS

Declarant, or its successor in interest, may, from time to time, and in its sole discretion, annex into the Subdivision all or any part of the following described real property, less that portion thereof to which these Restrictions are already applicable, as set forth in paragraph 1, above, and to all other units of the Subdivision presently of record to which restrictions substantially identical to those set forth herein apply:

DESCRIPTION:

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

PARCEL 1:

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

PARCEL 2:

The Easterly 10 feet of the Southeast quarter of the Southwest quarter, the Southerly 10 feet of the Northwest quarter of the Southeast quarter, the Easterly 10 feet of the Northwest quarter of the Southeast quarter, the Easterly 10 feet of the Southwest quarter of the Northeast quarter and the Southerly 10 feet of the

Northeast quarter of the Northeast quarter. All in Section 34, Township 5 South, Range 4 West. San Bernardino Base and Meridian as shown by United States Government Survey.

PARCEL 3:

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

PARCEL 4:

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

PARCEL 5:

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

PARCEL 6:

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

PARCEL 7:

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

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

BEGINNING at a point on the South line of the Southeast quarter of the Northwest quarter of said Section, which bears South 89° 39' East, 109.07 feet from the Southwest corner thereof;

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

THENCE North 00° 21' East, 550 feet;

THENCE North 89° 39' West, 396 feet;

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

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

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

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

PARCEL 8:

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

EXCEPTING therefrom that portion thereof described as follows:

BEGINNING on the Northwesterly line of Railroad Canyon Road, at a point whence the Southeast corner of said Section bears South 40° 46' East, 1208 feet, and running Thence North 53° 40' West, a distance of 110 feet; THENCE North 36° 20' East, a distance of 100 feet; THENCE South 53° 40' East, a distance of 130 feet, more or less, to a point on said Northwesterly line of Railroad Canyon Road; THENCE Southwesterly along said Northwesterly line of Railroad Canyon Road, to the point of beginning.

PARCEL 9:

The East half of Government Lot 2, Excepting therefrom the West half of the South 660 feet thereof. All of Government Lot 1, the North half of the Southeast quarter of the Northeast quarter, the Southeast quarter of the Southeast quarter of the Northeast quarter, the East quarter of the Northeast quarter of the Southeast quarter, and the East half of the West half of the East half of the Northeast quarter of the Southeast quarter of Section 3, Township 6 South, Range 4 West, San Bernardino Base and Meridian as shown by United States Government Survey, and the West half of Government Lot 2 in Section 3, Township 6 South, Range 4 West, San Bernardino Base and Meridian.

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

- (a) The use in said restrictions of the word "Unit" shall be deemed to apply to the particular unit for which such restrictions are recorded; the use of the word "Subdivision" shall be deemed to mean the aggregate of all previously recorded units designated as being a part of the Canyon Lake general subdivision scheme of development; and the use of the words "lot" or "lots" shall be deemed to mean all subdivided lots described and set forth in any unit maps of the Subdivision and each unit of any multiple-family residence building or guesthouse, inn or hotel facility within the Subdivision, including condominium developments;
- (b) Such restrictions shall not discriminate against lot owners whose property is already included in the Subdivision;

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

Any portion of such property described above and available for annexation into the Subdivision may, at the option of Declarant, its successors or assigns, be so annexed as a condominium, or for use as a multiple-family residential, guesthouse, inn or hotel facility. Should property related to any of such uses not be so annexed, The Association shall, nevertheless, grant to the owners thereof the right to the use and enjoyment of the private streets and parks within the Subdivision, or any other assets of the Association, upon payment of a reasonable charge for maintenance, repair and upkeep or in return for the reciprocal use and enjoyment of common areas of such facilities or a combination of both.

15. REMEDIES

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

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

16. GRANTEE'S ACCEPTANCE

The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also jurisdiction, rights and powers of Declarant, and by

such acceptance shall for himself, his heirs, personal representatives, successors, and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

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

17. PARTIAL INVALIDITY

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

18. CAPTIONS

The captions of the various paragraphs of this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms or provisions thereof.

IN WITNESS WHEREOF, The Declarant has executed this Declaration the day and year first above written.

CORONA LAND CO.

By W. Gordon Heath
Gordon Heath, President

By E. H. Willets
Asst Secretary

STATE OF CALIFORNIA)
) ss
COUNTY OF RIVERSIDE)

On this 29th day of February, 1968 before me, a Notary Public in and for the State of California; with principal office in the County of Riverside, personally appeared W. Gordon Heath and Edward H. Willets, known to me to be the President and Asst. Secretary, respectively, of Corona Land Co., the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation and acknowledged to me that said corporation executed same.

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



Dolores Valentine
My Commission Expires Sept. 30, 1976
DOLORES VALENTINE

22440

corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of 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.

Irene T. Hough
Irene T. Hough, Notary Public in and
for said County and State.

(Seal)

RECEIVED FOR RECORD
MAR 12 1968
FIRST AMERICAN TITLE CO.
Recorded in Official Records
of Riverside County, California
W. H. Staley
MAR 12 1968



CANYON LAKE PROPERTY OWNERS ASSOCIATION
22200 CANYON CLUB DRIVE • CANYON LAKE, CALIFORNIA 92587 • (909) 244-6841

March 1996

Dear Association Member:

Enclosed is your official copy of the recorded Amendment to the Canyon Lake Property Owners Association Tract Declarations dealing with the prohibition of motorcycles in Canyon Lake.

Page 4 spells out the specific provisions that are being added to the Covenants, Conditions and Restrictions (CC&Rs) for all tracts in Canyon Lake.

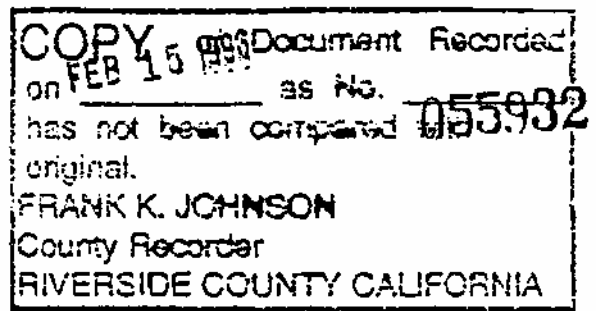
It is suggested you read and file this material with your official papers.

Sincerely,

WILLIAM B. HALLMAN, PCAM
General Manager

A handwritten signature in black ink, appearing to read "W. B. Hallman", written in a cursive style.

Enclosure



RECORDING REQUESTED BY AND RETURN TO:

Fiore, Walker, Racobs & Powers
6670 Alessandro Boulevard, Suite B
Riverside, CA 92506

(Space Above for Recorder's Use)

AMENDMENT TO THE CANYON LAKE PROPERTY OWNERS ASSOCIATION TRACT DECLARATIONS

WHEREAS, the Canyon Lake Property Owners Association is located entirely within the County of Riverside and is comprised of multiple tracts, which are subject to the recorded Declarations applicable to those tracts, as follows:

- (1) Declaration of Restrictions for Tract No. 3716, recorded on March 26, 1969, as Document No. 29448, and any and all amendments thereto;
- (2) Declaration of Restrictions for Tract No. 3718, recorded on June 13, 1968, as Document No. 55472, and any and all amendments thereto;
- (3) Declaration of Restrictions for Tract No. 3719, recorded on March 12, 1968, as Document No. 22440, and any and all amendments thereto;
- (4) Declaration of Restrictions for Tract No. 3720, recorded on April 25, 1968, as Document No. 38313, and any and all amendments thereto;
- (5) Declaration of Restrictions for Tract No. 3776, recorded on October 21, 1968, as Document No. 100993, and any and all amendments thereto;

- (6) Declaration of Restrictions for Tract No. 3777, recorded on October 14, 1968, as Document No. 98669, and any and all amendments thereto;
- (7) Declaration of Restrictions for Tract No. 3778, recorded on September 18, 1968, as Document No. 90139, and any and all amendments thereto;
- (8) Declaration of Restrictions for Tract No. 3779, recorded on July 31, 1968, as Document No. 74105, and any and all amendments thereto;
- (9) Declaration of Restrictions for Tract No. 3804, recorded on October 10, 1968, as Document No. 97605, and any and all amendments thereto;
- (10) Declaration of Restrictions for Tract No. 3829, recorded on April 30, 1969, as Document No. 42584, and any and all amendments thereto;
- (11) Declaration of Restrictions for Tract No. 3831, recorded on November 27, 1968, as Document No. 115575, and any and all amendments thereto;
- (12) Declaration of Restrictions for Tract No. 3846, recorded on December 17, 1968, as Document No. 122904, and any and all amendments thereto;
- (13) Declaration of Restrictions for Tract No. 3863, recorded on May 28, 1969, as Document No. 53042, and any and all amendments thereto;
- (14) Declaration of Restrictions for Tract No. 3868, recorded on July 25, 1969, as Document No. 76138, and any and all amendments thereto;
- (15) Declaration of Restrictions for Tract No. 3869, recorded on February 27, 1970, as Document No. 18974, and any and all amendments thereto;
- (16) Declaration of Restrictions for Tract No. 3892, recorded on November 12, 1969, as Document No. 115955, and any and all amendments thereto;
- (17) Declaration of Restrictions for Tract No. 3903, recorded on September 11, 1969, as Document No. 93301, and any and all amendments thereto;
- (18) Declaration of Restrictions for Tract No. 3961, recorded on October 30, 1969, as Document No. 110933, and any and all amendments thereto;
- (19) Declaration of Restrictions for Tract No. 3970, recorded on January 14, 1970, as Document No. 3714, and any and all amendments thereto;
- (20) Declaration of Restrictions for Tract No. 3971, recorded on January 14, 1970, as Document No. 3716, and any and all amendments thereto;

- (21) Declaration of Restrictions for Tract No. 3973, recorded on January 22, 1970, as Document No. 6721, and any and all amendments thereto;
- (22) Declaration of Restrictions for Tract No. 3974, recorded on February 5, 1970, as Document No. 11702, and any and all amendments thereto;
- (23) Declaration of Restrictions for Tract No. 4001, recorded on March 18, 1970, as Document No. 25523, and any and ail amendments thereto;
- (24) Declaration of Restrictions for Tract No. 4793, recorded on July 31, 1973, as Document No. 100583, and any and all amendments thereto;
- (25) Declaration of Restrictions for Tract No. 4808, recorded on March 13, 1975, as Document No. 29122, and any and all amendments thereto;
- (26) Declaration of Establishment of Covenants, Conditions and Restrictions for Eastport Villas, Tract 5410, recorded on December 11, 1973, as Document No. 159700, and any and all amendments thereto;
- (27) Declaration of Restrictions for Continental Cove, Tract No. 12807, recorded on April 10, 1981, as Document No. 64585, and any and all amendments thereto;
- (28) Restrictions, Covenants, Conditions and Charges for Tract No. 14973, recorded on April 18, 1969, as Document No. 38118, and any and all amendments thereto;
- (29) Declaration of Covenants, Conditions and Restrictions for Tract No. 16386, recorded on March 13, 1975, as Document No. 29122, and any and all amendments thereto;
- (30) Declaration of Restrictions for Amended Parcel Map No. 17388, recorded on August 11, 1983, as Document No. 162460, and any and all amendments thereto; and
- (31) Declaration of Restrictions for Tract No. 20060, recorded on February 15, 1985, as Document No. 32490; rerecorded on May 29, 1985, as Document No. 114496; rerecorded on May 23, 1986, as Document No. 120698; rerecorded on August 16, 1988 as Document No. 231059; and any and all amendments thereto;

WHEREAS, the above Declarations may be amended by their own terms or by Order of the Riverside County Superior Court pursuant to Civil Code Section 1356; and

WHEREAS, the Amendment herein to the above Declarations was proposed by written ballot of the members pursuant to applicable law, and the proposed Amendment to the above Declarations was approved by the requisite percentage of members as specified in the Declarations or by Order of the Riverside County Superior Court dated December 19, 1995, a copy of which is attached hereto as Exhibit "1" and incorporated by reference.

NOW THEREFORE, the above Declarations are hereby amended by adding the following provisions:

Prohibition on Motorcycle Use

Use, operation, riding upon or in, or transportation on or by, any motorcycle, two- or three-wheeled motorized vehicle, off-road vehicle, four-wheeled motorcycle or similar vehicle on any lot, street, common area or Association property within the Subdivision is prohibited. Golf carts may be used and operated within the Subdivision subject to the Board of Directors' reasonable regulation thereof.

Limitation on Easement Rights (No Motorcycles)

Expressly excepted and excluded from each owner's easements (including any and all easements of access, ingress and egress), if any, for use and enjoyment of the Subdivision's streets, parks or any and all common areas or Association property (including any and all easements of access, ingress and egress), is any right to use, operate, ride upon or be transported in or on any motorcycle, two-or three-wheeled motorized vehicle, off-road vehicle, four-wheeled motorcycle or similar vehicle; provided, however, golf carts may be used and operated within any such easement areas subject to the Board of Directors' reasonable regulation thereof. The Board of Directors is authorized to designate portions of Association property at or near entrances to Canyon Lake as motorcycle parking areas where members, their guests or invitees may park motorcycles at their own risk.

IN WITNESS WHEREOF, the undersigned Association has hereunto set its hand and seal this 12 day of February, 1996.

CANYON LAKE PROPERTY OWNERS ASSOCIATION

By: Thomas A. Wysocki
 THOMAS A. WYSOCKI, President

By: Jerry L. Blakemore
 JERRY L. BLAKEMORE, Secretary

CERTIFICATE OF PRESIDENT

The undersigned, as the duly appointed President of the Canyon Lake Property Owners Association, a California nonprofit mutual benefit corporation, hereby certifies that the foregoing Amendment was duly and properly approved in accordance with the terms of the Tract Declarations referenced above or by the December 19, 1995, Order of the Riverside County Superior Court attached hereto as Exhibit "1."

Thomas A. Wysocki
 THOMAS A. WYSOCKI, President

Dated: 2/12/96

CERTIFICATE OF SECRETARY

The undersigned, as the duly appointed Secretary of the Canyon Lake Property Owners Association, a California nonprofit mutual benefit corporation, hereby certifies that the foregoing Amendment was duly and properly approved in accordance with the terms of the Tract Declarations referenced above or by the December 19, 1995, Order of the Riverside County Superior Court attached hereto as Exhibit "1."

Jerry L. Blakemore
 JERRY L. BLAKEMORE, Secretary

Dated: 2/12/96

DEC 07 1995

FILED
RIVERSIDE COUNTY

DEC 19 1995

ARTHUR H. BURKS, CLERK
By *[Signature]* Y.A. Burns
Deputy

DEC 19 1995
11:11 AM
CLERK'S OFFICE

1 FIORE, WALKER, RACOBS & POWERS
2 A Professional Law Corporation
3 6670 Alessandro Boulevard, Suits B
4 Riverside, CA 92506
5 (909) 789-8100
6 Attorneys for Petitioner
7 CANYON LAKE PROPERTY OWNERS ASSOCIATION

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE

10 IN RE:) CASE NO. 268509
11)
12 PETITION FOR AMENDMENT OF) ASSIGNED FOR ALL PURPOSES
13 DECLARATION OF COVENANTS,) (EXCEPT FAST TRACK) TO:
14 CONDITIONS AND RESTRICTIONS) JUDGE E. MICHAEL KAISER
15 FOR CANYON LAKE PROPERTY) DEPT. 4
16 OWNERS ASSOCIATION)
17) ORDER GRANTING PETITION TO
18) REDUCE PERCENTAGE OF AFFIRMATIVE
19) VOTES NECESSARY TO AMEND
20) DECLARATION OF COVENANTS,
21) CONDITIONS AND RESTRICTIONS

17 The Petition of CANYON LAKE PROPERTY OWNERS ASSOCIATION
18 ("ASSOCIATION") to reduce the percentage of affirmative votes
19 necessary to amend the Declarations of Covenants, Conditions and
20 Restrictions for Canyon Lake came on regularly for hearing on
21 August 18, 1995, at 9:00 a.m., in Department 4 of the above-
22 referenced Court. Peter E. Racobs and Dennis M. Burke of Fiore,
23 Walker, Racobs & Powers and Allan E. Wilion of Allan E. Wilion,
24 Inc., appeared on behalf of the Petitioner. Simon J. Freedman
25 appeared on behalf of Mark Jones, a member of the ASSOCIATION,
26 in opposition to the Petition.

27 EXHIBIT 1

28 Order Granting Petition, etc.

1 Upon reading and considering all of the evidence presented therein and
2 the
3 arguments of counsel, the Court finds as follows:

4 1. That the ASSOCIATION'S Petition met all the requirements of
5 Civil Code Section 1356.

6 2. That the objections, and each of them, raised by Mark
7 Jones to the ASSOCIATION'S Petition are unmeritorious. The Court, in
8 particular, has made the following determinations:

9 (a) That the Motorcycle Prohibition Amendment is
10 reasonable;

11 (b) That application of Civil Code Section 1356 is
12 appropriate to amend multiple sets of CC&Rs within
13 a common interest development with multiple tracts
14 when a majority of the members of the community
15 association voted in favor of an amendment, but
16 where less than a majority of the members in some
17 individual tracts voted to approve the amendment;
18 and

19 (c) That the ASSOCIATION is not required to show more than
20 50 percent (50%) approval for the Motorcycle
21 Prohibition Amendment for each tract within the
22 ASSOCIATION.

23 3. That the balloting on the proposed amendment was conducted in
24 accordance
25 with all applicable provisions of the ASSOCIATION'S governing
26 documents.

27 4. That the ASSOCIATION made a reasonably diligent effort to
28 permit all eligible members of the ASSOCIATION to vote on the
Motorcycle Prohibition Amendment.

1 5. That there is only one (1) voting class within the
2 ASSOCIATION.

3 6. Than owners having more than 50 percent (50%) of the votes in
4 the ASSOCIATION voted in favor of the Motorcycle Prohibition Amendment.

5 7. That granting the Petition is not improper for any reason
6 stated in Civil Code Section 1356(e).

7 8. That Civil Code Sections 1350, et seq., should be
8 interpreted broadly in order to facilitate management and operation of
9 common interest developments.

10 9. That to require each individual tract to approve such
11 amendments by more than 50 percent (50%) would make effective
12 management of the ASSOCIATION impossible.

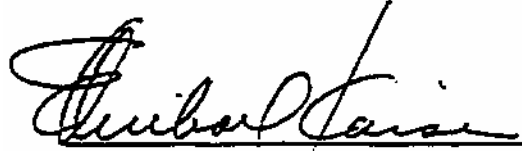
13 IT IS ORDERED, therefore, that the Petition be granted and the
14 Motorcycle Prohibition Amendment shall be ordered approved for all
15 those tracts within the ASSOCIATION in which the Motorcycle
16 Prohibition Amendment did not receive the approval stipulated
17 by the terms of those particular tract declarations; to wit:
18 Riverside County Tract Nos. 3716, 3718, 3719, 3720, 3777, 3829,
19 3863, 3869, 4808, 5410, 12807, 16386 and 17388, based upon the
20 number of affirmative votes actually cast during the balloting
21 process pursuant to California Civil Code Section 1356, subject to
22 the following conditions:

23 That the Motorcycle Prohibition Amendment, the text of which
24 is set out in Attachment "A" to this Order, shall be recorded along
25 with this Order to amend the declarations of the Riverside County
26 tract numbers attached hereto as Attachment "B" and, by this
27 reference, incorporated, and that, within a reasonable time after
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the amendment is recorded, the ASSOCIATION shall mail a copy of the amendment to each member of the ASSOCIATION, together with a statement that the amendment has been recorded, pursuant to Civil Code Section 1356(g).

Date: Dec.19, 1995



E. MICHAEL KAISER
JUDGE OF THE SUPERIOR COURT

C:8085

**CANYON LAKE PROPERTY OWNERS ASSOCIATION
MOTORCYCLE PROHIBITION AMENDMENT**

ATTACHMENT "A"

WHEREAS, the Association has a consistent, long-standing policy prohibiting the operation of motorcycles and similar vehicles within the private community of Canyon Lake; and

WHEREAS, the motorcycle prohibition dates back to the earliest history of Canyon Lake as part of the Association's rules; and

WHEREAS, operation of motorcycles and similar vehicles within the Canyon Lake private community is likely to result in increased noise, accidents and injuries, and given the private nature of the Canyon Lake road system, operation of motorcycles and similar vehicles is also likely to expose the Association to increased liability for accidents and injuries resulting from motorcycle and similar vehicle use; and

WHEREAS, in the recent California Supreme Court decision in Nahrstedt v. Lakeside Village, the California Supreme Court has resoundingly supported the concept of enforcement of recorded CC&Rs.

NOW, THEREFORE, the members do hereby amend their Tract Declarations of Restrictions by adding new provisions as follows:

Prohibition on Motorcycle Use

Use, operation, riding upon or in, or transportation on or by, any motorcycle, two- or three-wheeled motorized vehicle, off-road vehicle, four-wheeled motorcycle or similar vehicle on any lot, street, common area or Association property within the Subdivision is prohibited. Golf carts may be used and operated within the Subdivision subject to the Board of Directors' reasonable regulation thereof.

Limitation on Easement Rights (No Motorcycles)

Expressly excepted and excluded from each owner's easements (including any and all easements of access, ingress and egress), if any, for use and enjoyment of the Subdivision's streets, parks or any and all common areas or Association property (including any and all easements of access, ingress and egress), is any right to use, operate.

ride upon or be transported in or on any motor-cycle, two-or three-wheeled motorized vehicle, off-road vehicle, four-wheeled motorcycle or similar vehicle; provided, however, golf carts may be used and operated within any such easement areas subject to the Board of Directors' reasonable regulation thereof. The Board of Directors is authorized to designate portions of Association property at or near entrances to Canyon Lake as motorcycle parking areas where members, their guests or invitees may park motorcycles at their own risk.

ATTACHMENT "B"

Riverside County tract numbers (all of which are within the Canyon Lake Property Owners Association) against which the Motorcycle Prohibition Amendment and Order granting the Canyon Lake Property Owners Association's Petition to Reduce Percentage of Affirmative Votes Necessary to Amend Declaration of Covenants, Conditions and Restrictions are to be recorded.

<u>Tract Nos.:</u>	3716
	3718
	3719
	3720
	3776
	3777
	3778
	3779
	3804
	3829
	3831
	3845
	3863
	3868
	3869
	3892
	3903
	3961
	3970
	3971
	3973
	3974
	4001
	4793
	4808
	5410
	12807
	14973
	16386
	17388
	20060

PROOF OF SERVICE BY MAIL (1013a, 2015.5 CCP)

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I am a citizen of the United States; I am over the age of 18 and not a party to the within action; my business address is 6670 Alessandro Boulevard, Suite B, Riverside, California 92506.

On December 7, 1995, I served the within ORDER GRANTING PETITION TO REDUCE PERCENTAGE OF AFFIRMATIVE VOTES NECESSARY TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS on all interested parties in said action by placing a true and correct copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Riverside, California, addressed as follows:

Mr. Simon J. Freedman
Peters & Freedman
191 Calle Magdalena, Suite 220
Encinitas, CA 92024

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on the same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 7, 1995, at Riverside, California.


CINDRA O'LEARY