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when recorded return to:

Kaiser Development Company  
27405 Ynez Road / Temecula  
Rancho California, CA 92390

Attn.: Legal Department

RECEIVED FOR RECORD  
Min. Past o'clock / M  
Request of  
TICOR TITLE INS CO  
Book 1984, Page 31173

FEB 15 1984

Recorded in Official Records  
of Riverside County, California

*William E. Conerly*  
Recorder

Fees \$

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WILLIAM E. CONERLY  
County Recorder  
RIVERSIDE COUNTY, CALIFORNIA

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Recording requested by and when recorded return to:

Kaiser Development Company  
27405 Ynez Road / Temecula  
Rancho California, CA 92390

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At Request of  
TICOR TITLE INS CO  
Book 1984, Page 31173

FEB 15 1984

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*William E. Conerly*  
Recorder

Fees \$

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

STARLIGHT RIDGE

A Residential Planned Development

"THIS DOCUMENT BEING RE-RECORDED TO CORRECTLY REFLECT THE MAP BOOK REFERENCE."

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County Recorder  
RIVERSIDE COUNTY, CALIFORNIA

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DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
OF  
STARLIGHT RIDGE

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This Declaration of Covenants, Conditions and Restrictions, dated as of February 15, 1984 by Kaiser Development Company, a California corporation ("Declarant").

W I T N E S S E T H:

A. Declarant is the owner of that certain real property ("the Property") located in the County of Riverside, State of California more particularly described as follows:

Lots 1 through 25, inclusive, of Tract 12189-1, as per  
map recorded in Book ~~135~~<sup>134</sup>, Pages 91 through 93, of Maps,  
in the Office of the County Recorder of Riverside  
County.

All other property owned by Declarant, including adjacent property, is specifically excluded from this Declaration.

B. Declarant intends to create and develop upon the Property and any additional real property that is annexed thereto pursuant to this Declaration (hereinafter referred to as the "Annexable Property") a planned development consisting of single-family detached residential structures (hereinafter referred to as the "Project" and more particularly described below).

C. Declarant deems it desirable to impose a general plan for the development, maintenance, improvement, protection, use,

occupancy and enjoyment of the Project and to establish, adopt and impose covenants, conditions and restrictions upon the Project for the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of the Project.

D. Declarant deems it desirable for the efficient enforcement, protection and preservation of the value, desirability and attractiveness of the Project to create a corporation to which shall be delegated and assigned the powers of administering and enforcing said covenants, conditions and restrictions.

E. STARLIGHT RIDGE HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation, has been or will be incorporated under the laws of the State of California for the purpose of exercising the aforesaid powers.

F. Declarant intends to convey the Project, and any and all portions thereof, subject to the covenants, conditions and restrictions set forth herein below.

NOW THEREFORE, Declarant hereby declares that the Project shall be held, sold and conveyed subject to the following Declaration as to division, easements, rights, liens, charges, covenants, servitudes, restrictions, limitations, conditions and uses to which the Project may be put, hereby specifying that such Declaration shall operate for the mutual benefit of all Owners of the Project and shall constitute covenants to run with the land and shall be binding on and for the benefit of Declarant, its successors and assigns, the Starlight Ridge Homeowners Association, its successors and assigns, and all subsequent Owners of all or any part of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, for the benefit of the Project, and shall, further, be imposed upon all of the Project as a servitude in favor of each and every lot within the Project as the dominant tenement.

1. DEFINITIONS.

The following definitions and covenants shall be applicable to this Declaration:

(a) "Annexable Property" shall mean and refer to any and all real property (including all improvements constructed thereon) which might be annexed to the Property pursuant to this Declaration. The Annexable Property that may be annexed to the Property is described in Exhibit "A" and depicted in Exhibit "A-1" attached hereto.

(b) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as the same may be duly amended from time to time.

(c) "Association" shall mean and refer to Starlight Ridge Homeowners Association, a California nonprofit mutual benefit corporation, its successors and assigns.

(d) "Board" or "Board of Directors" may be used interchangeably herein and shall mean and refer to the Board of Directors of the Association as the same may, from time to time, be constituted.

(e) "By-laws" shall mean and refer to the By-laws adopted by the Association as the same may be duly amended from time to time.

(f) "Declarant" shall mean and refer to Kaiser Development Company, a California corporation, and its successors and assigns if such successors and assigns acquire Declarant's rights and obligations hereunder by express written assignment which shall be recorded in the Office of the County Recorder for Riverside County.

(g) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, together with any amendments, supplements or modifications hereto.

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(h) "Deed of Trust" shall mean and be synonymous with the word "Mortgage", and the same may be used interchangeably with the same meaning; and likewise, the word "Trustor" shall be synonymous with the word "Mortgagor", and the word "Beneficiary" shall be synonymous with the word "Mortgagee".

(i) "Improvements" shall mean and refer to all structures and appurtenances thereto of every kind, including, but not limited to, residential structures, driveways, walkways, fences, walls, retaining walls, poles, signs, trees and other landscaping.

(j) "Landscape Maintenance Areas" shall mean and refer to all plantings, planted trees, shrubs, irrigation systems, walls, sidewalks and other landscaping improvements located behind the curb and within the Cosmic Drive right of way and described in Exhibit "B" attached which are to be maintained by the Association in accordance with the provisions of this Declaration. The Landscape Maintenance Areas of the Property are further depicted in the drawings marked Exhibit "B-1" attached. If annexation to the Property is effected pursuant to this Declaration, the Landscape Maintenance Areas shall then include (i) such portions of the Annexable Property subject to landscaping easements owned by the Association and (ii) those landscaping improvements behind the curb and within the Rancho California Road right of way adjacent to the Annexable Property to be maintained by the Association. The Landscape Maintenance Areas within the Annexable Property are described in Exhibit C and depicted in Exhibit "C-1" attached.

(k) "Lot" shall mean and refer to a recorded lot shown upon the recorded subdivision map of the Project, and all improvements constructed thereon, if any.

(l) "Member" shall mean and refer to every person or entity who holds a membership in the Association.

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(m) "Mortgage" shall mean and refer to any security device encumbering all or a portion of the Project or any Residential Lot, and the term "Mortgage" shall include a Deed of Trust.

(n) "Mortgagee" shall mean and refer to a person or entity to whom a Mortgage is made or who otherwise is the holder of a Mortgage; "Mortgagor" shall mean and refer to a person or entity who mortgages his or its property to another, i.e., the maker of a Mortgage.

(o) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a Residential Lot which is part of the Project, but excluding those having such interest merely as security for the performance of an obligation. "Owner" shall also include a contract buyer under a Real Property Sales Contract, provided that such Real Property Sales Contract is recorded in the Official Records of Riverside County, California, and complies with the provisions of §§2985-2985.6 of the California Civil Code.

(p) The term "person" shall mean and refer to and includes a natural person, corporation, partnership, association, firm or other entity as the case may be and the context may require.

(q) "Phase" shall mean and refer to one or more Lots within the Project for which a Final Subdivision Public Report has been issued by the California Department of Real Estate.

(r) "Project" shall mean and refer to the Property and additional real property including all improvements constructed thereon, as is hereafter annexed to the Property pursuant to this Declaration.

(s) "Property" shall mean and refer to the real property described in Paragraph A of the Preamble of this Declaration.



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(t) "Residence" shall mean and refer to a residential structure or structures, including yard, patio areas and garages located on a Residential Lot.

(u) "Residential Lot" or "Residential Lots" shall mean and refer to any of Lots 1 through 25, inclusive, of Tract 12189-1 including improvements now or hereafter thereon, within the Project which are or will be improved with a detached single family dwelling, and such other "Residential Lot" or "Residential Lots" as shall be within any additional real property hereafter annexed pursuant to this Declaration.

(v) "Rules and Regulations" shall mean and refer to those rules and regulations adopted by the Association or its Board, including any amendments or additions thereto.

(w) "Single Family" shall mean and refer to one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than six persons not all so related maintaining a common household.

2. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

(a) Membership. An Owner of a Residential Lot shall automatically, upon becoming the record owner thereof, be a Member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Such membership shall be appurtenant to and pass with the ownership of such Residential Lot. The membership shall not be transferred, pledged or alienated in any way, except upon and with the transfer of such Residential Lot. Any attempt to make a transfer of a membership prohibited by this section shall be void and shall not be reflected upon the Association's books and records. If the Owner of any Residential Lot fails to transfer such membership appurtenant thereto upon any transfer, whether voluntary or

involuntary, of the Residential Lot, the Association shall have the right to record the transfer upon its books and thereupon the membership outstanding in the name of the prior Owner shall be null and void.

(b) Voting. The Association shall have two classes of voting membership:

(1) Class A. Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Residential Lot owned. When more than one person holds an interest in any Residential Lot, all such persons shall be Members. The vote for such Residential Lot shall be exercised as they among themselves determine, but in no event shall more than one Class A vote be cast with respect to any Residential Lot.

(2) Class B. Class B Member shall be the Declarant and shall be entitled to three votes for each Residential Lot owned (including any Residential Lot annexed pursuant to Section 12). The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(A) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(B) Two years from the date of the original issuance of the Final Subdivision Public Report for the then most recent Phase of the Project, or

(C) Four years from the date of the original issuance of the Final Subdivision Public Report for the first Phase of the Project.

(c) Administration and Compliance. The common affairs and management of the Project shall be administered by the Association,

through its Board, officers and agents in accordance with the provisions of this Declaration, and the By-laws. In the event that the By-laws are in any way inconsistent with this Declaration, then this Declaration shall prevail and control. Each Owner, guest, tenant, or occupant of a Residential Lot shall comply with the provisions of this Declaration, the By-laws and Rules and Regulations of the Association, all as lawfully amended from time to time, and failure to so comply shall be grounds for (i) an action for damages and/or injunctive relief, and (ii) such remedies, by legal proceedings or otherwise, as are available by reason of this Declaration or the By-laws, each of which remedies shall be cumulative and in addition to each other available remedy.

3. POWERS, RIGHTS, AND DUTIES OF THE ASSOCIATION

The Association shall have the powers, rights and duties, in addition to those provided elsewhere in this Declaration, the Articles of Incorporation and the By-laws to: (i) enforce and comply with the provisions of this Declaration; (ii) levy assessments and perfect and enforce liens as hereinafter provided; (iii) borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners; provided, however, that the vote of a majority of each class of Members shall be required to borrow in excess of 5% of the budgeted gross expenses of the Association for that fiscal year and (iv) make reasonable Rules and Regulations for the operation and use of the Project and to amend them from time to time.

Whenever this Declaration or the By-laws require the approval, consent or action of the Association, said approval, consent or action shall be that of the Board, unless otherwise provided by this Declaration or the By-laws.

4. ASSESSMENTS AND LIEN.

(a) Creation of Obligation and Lien. Each Owner, including Declarant, shall have a personal obligation to pay all assessments,

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charges and other monetary sums which are duly levied against his Residential Lot by the Association and become due while he is the Owner of such Residential Lot. Such assessments, charges and other sums are also hereby established as charges upon the Residential Lot to which they relate and shall be a lien thereon.

(b) Proportionate Share. Each Owner's proportionate share ("Proportionate Share") in the receipts and common expenses of the Association shall be a pro rata share equal to the number of Residential Lots owned by such Owner divided by the total number of Residential Lots within the Project.

(c) Assessments. Except as otherwise provided in this Section 4(c), each Owner, including Declarant, shall be subject to the following assessments in amounts to be determined by the Board:

(1) Regular monthly maintenance assessments equal to the Owner's proportionate share of the actual or estimated cost of all maintenance, repairs, taxes, insurance and other common expenses for which the Association is responsible. Said assessments shall be amortized and collected on a monthly basis and shall commence as to all Residential Lots within a particular Phase, including Declarant's unsold Residential Lots (other than Declarant's Residential Lots in future Phases), as of the first of the month following the close of escrow for sale of the first Residential Lots in the particular Phase of the Project.

(2) Adequate reserves for replacement, whether by capital contribution or otherwise, which reserves shall be amortized and collected monthly on the same basis as for regular assessments.

(3) Special assessments for capital expenditures or other purposes all on the same basis as for regular assessments, provided that in any fiscal year, the Board may not, without the vote or written consent of a majority of Association Members other than Declarant, levy special assessments to defray costs of any

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action or undertaking on behalf of the Association which in the aggregate exceed 5% of the budgeted gross expenses of the Association for that fiscal year.

(4) Charges, payments, fines, penalties and such other sums as become payable under this Declaration or the By-laws, provided said charges, payments, fines, penalties and such other sums to be imposed for disciplinary measures are pursuant to the notice and hearing requirements of Section 7341 of the California Corporations Code. The provisions of this Section 4 shall not limit the right of the Board to levy and collect the sums specified herein as special assessments against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member into compliance with this Declaration or the By-laws.

The Board may not, without the vote or written consent of a majority of Association Members other than the Declarant, impose a regular annual assessment per Residential Lot which is more than 20% greater than the regular annual assessment for the immediately preceding year.

Assessments on Residential Lots in future Phases shall not commence until the close of escrow for the first Residential Lot in each particular Phase.

(d) Payment. Each Owner shall pay all assessments levied upon his Residential Lot to the Association on or before the due date. If an assessment is not paid when due, the Association may assess the Owner for late charges, interest and collection and enforcement costs (including reasonable attorneys' fees). No Owner may exempt himself from liability for his share of assessments by abandoning his Residential Lot.

(e) Lien. Such assessments (including late charges, interest, collection, attorneys' fees and other costs) shall, if not paid within thirty (30) days of the due date, become a lien upon the Owner's Residential Lot and shall continue to be such a

lien until fully paid, subject to the following conditions provided, however, that an assessment levied by the Association as a monetary penalty as a disciplinary measure for failure of a Member to comply with the governing instruments or as a means of reimbursing the Association for costs incurred by the Association in the repair of the Landscape Maintenance Areas for which the Member was allegedly responsible or in bringing the Member and his subdivision interest into compliance with the governing instruments may not be characterized nor treated as an assessment which may become a lien against the Owner's Residential Lot enforceable by a power of sale or other nonjudicial procedure provided for by the laws of the State of California:

(1) Such lien shall become effective against any such Residential Lot only upon the recordation by the Association of a Notice of Lien, in the Office of the County Recorder of Riverside County, California. The Notice of Lien shall state the amount of delinquent assessments and other charges, a description of the Residential Lot against which the same has been assessed, and the name of the Owner of such Residential Lot. Such Notice of Lien shall be executed by an authorized representative of the Association. Upon the payment of all delinquent assessments and charges, or upon other satisfaction thereof, the Association shall cause to be recorded a release of lien, provided that the Association is reimbursed for the cost of preparing and recording the release (including reasonable attorneys' fees).

(2) Any action brought to foreclose such lien shall be commenced within one year following such recordation; provided, however, that said period may be extended by the Association for a period not to exceed one additional year by recording a written extension thereof.

(3) Any such lien shall not defeat nor render invalid the lien of any first Mortgage or first Deed of Trust affecting any Residential Lot made in good faith and for value and recorded in the office of said County Recorder prior to the recordation of any

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such lien, and any such lien shall be subordinate and subject to the lien of any such prior recorded first Mortgage or first Deed of Trust. Any person who acquires title to a Residential Lot by or through trustee's sale or foreclosure of a first Mortgage or first Deed of Trust shall take such title free of the lien hereof for all assessments which accrued up to the time of such trustee's sale or foreclosure, but subject to the lien hereof for all assessments and charges subsequently accruing.

(g) Foreclosure. The Association is hereby vested with the right and power to bring, at its option, any and all actions against an Owner for the collection of said assessments which are not paid when due, and to enforce the aforesaid lien by any and all methods available for the enforcement of contractual obligations or liens including, without limitation, the right to bring a personal action against the Owner on such debt, the right to foreclose such lien in any method provided by law for foreclosure of a mortgage, and the right to sell the Owner's interest by power of sale, which may be enforced by the Association, its attorney or other person authorized to bring such action or make such sale. A sale of an Owner's interest by power of sale shall be conducted in the same manner provided in California Civil Code §§2924, 2924a, 2924b, 2924c, 2924f and 2924g (or any similar statutory provisions that may hereafter exist) for the foreclosure by power of sale of mortgages. Such provisions shall be applied and adapted to the foreclosure of the lien by power of sale to the fullest extent reasonably possible and consistent in view of the differences between the lien and mortgages generally (for example, "trustor" as used in the statute would refer to the delinquent "Owner" and "beneficiary" would refer to the "Association"). The Association shall have the power to bid in its own name on the property sold and to hold, lease, mortgage and convey the same for the benefit of all the Owners. All rights and remedies granted to the Association hereunder shall be cumulative and the exercise of one or more rights or remedies shall not constitute a waiver or election preventing the use of other rights or remedies. The Association shall be entitled to collect from a defaulting Owner all costs and

attorneys' fees incurred in connection with pursuing the collection of said assessments and/or the enforcement of said lien.

(h) Suspension. During any period in which a Member shall be in default in the payment of any assessment levied by the Association, the voting rights of such Member may be suspended by the Board until such assessment has been paid.

5. INSURANCE.

(a) Required Insurance Coverage. The Association, acting by and through the Board of Directors, shall acquire for the Association the following insurance policies.

(1) Casualty. A policy or policies of insurance for the full, insurable replacement value, without deduction for depreciation, of all improvements located on the Landscape Maintenance Areas of the Project, for the interest of and naming as insured the Association for the use and benefit of the Owners, as their interests may appear. In any event, the amount of coverage shall be sufficient so that insurance proceeds from a covered loss shall provide the full amount of the covered damage or loss. Such policy or policies shall:

(i) Provide coverage against the perils of fire, extended coverage, vandalism and malicious mischief, as minimum requirements; and

(ii) Contain a waiver of subrogation rights by the insurer as against the Association, its officers, the Board and the Owners; and

(iii) Be primary to and shall not be affected by any right of setoff, proration or contribution by reason of any insurance held by an Owner.



(2) Public Liability. A policy insuring the Association, its officers, the Board, members of the Architectural Control Committee and Owners against any liability, to the public or to the Owners, their guests, invitees, or tenants, incident to the ownership or use of the Project. Limits of liability under such policy or policies of insurance shall not be less than a combined limit of One Million Dollars (\$1,000,000.00). Said policy or policies shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of named insureds because of any neglect or other act or omission of another named insured.

(3) Fidelity. A fidelity bond or insurance for directors, officers, trustees, employees and volunteers responsible for handling funds collected and held for the Association or Owners, naming as insured the Association for an amount sufficient to cover at least one and one-half times the Association's estimated annual operating expenses and reserves.

(4) Worker's Compensation. Worker's compensation insurance, including employer's liability insurance to the extent necessary to comply with applicable laws.

(b) Optional Insurance Coverage. The Association, acting at its option and by and through the Board of Directors, may purchase

such other insurance as it may deem necessary or appropriate, including, but not limited to Officers and Directors errors and omissions insurance covering the officers and members of the Board and Architectural Control Committee of the Association, earthquake insurance, and flood insurance.

6. LANDSCAPE MAINTENANCE AREAS.

(a) Transfer of Landscape Maintenance Areas. Prior to or concurrent with the first conveyance of a Lot in each Phase of the Project, Declarant will grant an easement and the Association shall obtain an Encroachment Permit from the County of Riverside for maintenance, repair and restoration of the Landscape Maintenance Areas in, adjacent to or in closest proximity to that Phase to the Association, and the Association will, upon such first conveyance of a Lot in that Phase, thereupon assume and thereafter perform all obligations of Declarant for the maintenance, repair and restoration of such Landscape Maintenance Areas. Prior to such grant of easement and the obtaining of an Encroachment Permit for any portion of the Landscape Maintenance Areas, Declarant shall complete within such portion the installation of improvements, facilities, landscaping and planting in substantial conformance with the landscaping plans entitled "KACOR Development Company, Area C - Phase 1, Tract 12189," dated June 29, 1983, prepared by Hogan and Roy Associates, Landscape Architects, to the extent such plans are applicable to the Landscape Maintenance Areas.

(b) Release of Bond. With that first conveyance of a Lot in each Phase of the Project, the bond securing lien-free completion

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and maintenance of the Landscape Maintenance Areas transferred to the Association in connection with that Phase shall be exonerated and released by the Association, as obligee, if a Notice of Completion, or its equivalent, has been filed for installation of landscaping and other improvements in such Landscape Maintenance Areas.

(c) Owners' Easements of Enjoyment. The particular Landscape Maintenance Areas owned by the Owners, as part of their Lots, and over which the Association owns an easement for maintenance, shall be restricted to the exclusive use and enjoyment of the particular Lot Owner, except for said Association's easement for maintenance and any other easement or rights specifically provided for herein.

(d) Easements for Maintenance. Declarant hereby reserves to itself, its successors and assigns, and agrees that it will grant to the Association prior to the close of escrow of the first Lot in each Phase in the Project, a nonexclusive easement for ingress and egress over the Lots within that Phase for the purposes of repair, reconstruction, restoration, landscaping and maintaining the landscaping of the Landscape Maintenance Areas on the Lots within that Phase or adjacent to the Lots within that Phase.

7. MAINTENANCE AND REPAIRS.

(a) General. Notwithstanding the existence of any insurance covering an Owner, the Association, or both, against loss, damage and destruction, the Association and each Owner shall have the affirmative obligation for maintenance, repair and restoration as set forth in this Section.

(b) Maintenance of Common Areas and Landscape Maintenance Areas. The Association shall maintain the Landscape Maintenance Areas, including all improvements, facilities, landscaping and planting thereon in good condition and repair and in substantial conformance to the landscaping plans entitled "KACOR Development

Company, Area C - Phase 1, Tract 12189", dated June 29, 1983, prepared by Hogan and Roy Associates, Landscape Architects.

(c) Owner's Maintenance Obligation of Residential Lots.

Prior to the conveyance to an owner of any Residential Lot of the Project upon which construction of a Residence has been completed, Declarant will complete upon such Residential Lot the installation of improvements, facilities, landscaping and planting in substantial conformance with the landscaping plans entitled "KACOR Development Company, Area C - Phase 1, Tract 12189," dated June 29, 1983, prepared by Hogan and Roy Associates, Landscape Architects, to the extent such plans are applicable to such Residential Lot. Thereafter, each Owner shall maintain in good condition and repair at his cost and expense, the exterior of his Residence, including, without limitation, roofs, doors, windows, gutters, downspouts, exterior building surfaces, walls, fences and gates, sidewalks, paving, trees, landscaping, including slope area maintenance, planting, and all other exterior improvements. Notwithstanding the provisions of the preceding section, Declarant shall have no obligation to maintain any trees, landscaping and plantings on any Residential Lot upon which construction of a Residence has not been completed.

(d) Drainage. No Owner shall interfere with or obstruct the established surface drainage pattern over any Lot, unless an adequate alternative provision is made for the proper drainage and is first approved in writing by the Architectural Control Committee and the County Engineer of the County of Riverside. Any alteration of the established drainage pattern must at all times comply with all applicable local governmental ordinances. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time the overall grading of a Lot is completed by Declarant. Each Owner shall maintain, repair, and replace and keep free from debris or obstructions the drainage system and devices, if any, located on his Lot. Water from any Lot may drain into adjacent streets, but shall not drain onto adjacent Lots unless an easement for such purposes is granted herein or in the recorded

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subdivision map for the Project. Declarant hereby reserves for itself and its successive owners, over all areas of the Project, easements for drainage from slope areas and drainage ways constructed by Declarant.

(e) Lateral Support. Each Owner shall maintain his Lot with sufficient landscaping and plantings so as to prevent erosion upon his Lot that will result in damage to any adjacent Lot. No Owner shall perform any excavation upon his Lot that will result in damage to any adjacent Lot.

(f) Cost of Maintenance. The cost of the maintenance for which the Association is responsible under Section 7(b) shall be assessed uniformly in accordance with Section 4, provided, however, that the cost of any maintenance, repair or replacement of the Landscape Maintenance Areas which is not covered by insurance and which results from the negligence or willfulness of an Owner, an Owner's guest or the occupant of an Owner's Residential Lot shall be an obligation of such Owner and shall be due and payable in all respects as provided in Section 4.

8. ARCHITECTURAL CONTROL

(a) A committee for the control of structural, exterior and landscaping architecture and design ("Architectural Control Committee") within the Project, shall be established, consisting of five persons. Declarant may, at its sole option, appoint all of the original committee persons to the Architectural Control Committee and all replacements until the first anniversary of the California Department of Real Estate Final Subdivision Public Report for the first Phase of the Project. Thereafter, the Board shall have the right to appoint at least one committee person, but Declarant may, at its sole option, appoint a majority of said committee persons until (i) 90% of the Residential Lots (including any Residential Lots annexed pursuant to this Declaration) have been sold, or (ii) until the fifth anniversary of the original

issuance of the California Department of Real Estate Final Subdivision Public Report for the first Phase of the Project, whichever occurs first, and the Board shall appoint the remaining committee persons. Thereafter, the Board shall appoint all of said committee persons. Architectural Control Committee persons appointed by the Board shall be Members of the Association, but those appointed by Declarant need not be Members of the Association.

(b) No additions, alterations, repairs or restorations to the exterior or structural portions of any Residence nor changes in or additions of fences, hedges, patio covers, landscaping, lighting structures, carports, garages, awnings, walls, exterior paint or decor, fountains, or other matter visible from the exterior of a Residential Lot shall be commenced, applied, constructed, erected, or maintained by any person, other than the Declarant (through its officers, agents or employees), until the plans and specifications showing the nature, kind, shape, height, materials, color, location and approximate cost of the same shall have been submitted to and approved in writing as to the conformity and harmony of external color, design and location with existing structures in the Project by the Architectural Control Committee. If (i) the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or (ii) no plans and specifications have been submitted to it, and no suit relating to or arising out of the making of such additions, alterations or changes has been commenced prior to one hundred and eighty (180) days after the completion thereof, such approval will not be required and this paragraph will be deemed to have been fully complied with as to such particular item.

#### 9. DESTRUCTION OF PROJECT

(a) Bids and Insurance Proceeds. As soon as practicable after the damage or destruction of all or any portion of the Landscape Maintenance Areas, the Board shall (i) obtain bids from

at least two reputable contractors, licensed in California, which bids shall set forth in detail the work required to repair, reconstruct and restore such damaged or destroyed portions of the Landscape Maintenance Areas to substantially the same condition as existed prior to such damage and the itemized cost of such work, and (ii) determine the amount of all insurance proceeds available to the Association for the purpose of effecting such repair, reconstruction and restoration.

(b) Sufficient Insurance Proceeds. If upon such damage or destruction the insurance proceeds available to the Association are sufficient to effect the total repair, reconstruction and restoration of the damaged or destroyed portions of the Landscape Maintenance Areas, then the Association shall cause such to be repaired, reconstructed and restored to substantially the same condition as the same existed prior to such damage or destruction.

(c) Insurance Proceeds Insufficient. If upon such damage or destruction the proceeds of insurance available to the Association are insufficient to cover the cost of repair, reconstruction and restoration of the damaged or destroyed portions of the Landscape Maintenance Areas, the Board shall then be authorized to specially assess all Lots equally for all additional funds needed to comply with the obligation of the Association to maintain the Landscape Maintenance Areas in accordance with Section 7 hereof.

10. WAIVER OF PARTITION.

During the term hereof, no Owner shall sever his ownership interest in a Residential Lot or any portion of a Residential Lot from his membership in the Association. Nothing in this paragraph shall prohibit co-ownership of a Residential Lot.

11. COVENANTS AND RESTRICTIONS REGARDING USE.

(a) Except as provided in Section 11(i) (respecting Declarant's use of the Project), the Project shall be used solely

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for residential use and each Residential Lot shall be used solely for single-family residential use.

(b) Subject to such Rules and Regulations as the Association may adopt, dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose and are controlled on a leash when outside their master's Residence. Any pet deemed a nuisance by the Association shall be removed from the premises.

(c) No buildings, structures, house trailers, tents or similar objects shall be erected or placed, temporarily or permanently, on any Residential Lot, other than the buildings originally constructed thereon or replacements of such buildings and structures appurtenant to such buildings. No trucks, vans, campers, boats, recreational vehicles, trailers, motor homes, or similar items shall be parked or placed temporarily or otherwise on any Residential Lots, other than in an enclosed garage originally constructed on said Residential Lot.

(d) No Owner, tenant or other occupant of the Project shall post any advertisements, signs, flags, banners or posters of any kind for public display except that with the prior written approval of the Association as to size, type, color, style and location, a sign of customary and reasonable dimension may be posted to advertise a Residential Lot for sale or lease. However, this restriction shall neither apply to nor limit the right of Declarant to display or have displayed signs, posters, banners, flags and similar items advertising the sale or lease of the Project or Residential Lots therein, provided that Declarant, in exercising its right under this paragraph, will not unreasonably interfere with any Owner's use and enjoyment of his Residential Lot.

(e) No Residential Lot or other part of the Project shall be used in such manner as to unreasonably obstruct or interfere with the enjoyment of other residents or to annoy them by unreasonable noises or otherwise; and no nuisance, illegal or noxious activity



or waste shall be committed or permitted to occur within the Project.

(f) No Owner, resident or lessee shall install television antenna, machines or air conditioning units on the exterior of the buildings of the Project except as authorized in writing by the Association.

(g) Except as otherwise provided in this Declaration, there shall be no obstruction of the Landscape Maintenance Areas, and nothing shall be altered, constructed, planted in, or removed from the Landscape Maintenance Areas without the prior written consent of the Association. The Landscape Maintenance Areas shall be kept free of rubbish, debris and other unsightly or unsanitary materials.

(h) No Owner shall do or permit or suffer anything to be done or kept on his Residential Lot or on the Landscape Maintenance Areas (i) which will result in any increase of the Association's insurance premiums or the cancellation of insurance on any part of the Landscape Maintenance Areas, (ii) which would be in violation of any law or (iii) which will or may have a tendency to decrease the attractiveness or value of the other Residential Lots or the Landscape Maintenance Areas.

(i) Until Declarant has completed all of the contemplated improvements on the Project and closed escrow for the sales of all of the Residential Lots, including those in Phases subject to annexation pursuant to Section 12, neither the Owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of the Residential Lots. Declarant and its authorized agents and assigns may make such use of the unsold Residential Lots as may facilitate completion and sale, including, without limitation, (i) maintenance of model homes, landscaping, parking areas, tot lots, and sales, design, media and construction offices, and (ii) the showing of the Project and the Residential Lots thereon; provided, however, that Declarant, in exercising its

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rights under this paragraph, shall not unreasonably interfere with any Owner's use and enjoyment of his Residential Lot.

(j) All Owners, lessees, guests and occupants of Residential Lots shall abide by this Declaration, the Association By-laws and any Rules and Regulations adopted by the Association.

(k) Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any Lot or within five hundred fifty feet (550') below the surface of the Property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lot.

(l) Further Subdivision. No Owner shall further partition or subdivide his Residential Lot, provided, however, that this provision shall not be construed to limit the right of an Owner (i) to rent or lease all or any portion of his Residence by means of a written lease or rental agreement subject to the restrictions of this Declaration, so long as the Residence is not leased for transient, hotel or other commercial purposes; (ii) to sell his Residence; or (iii) to transfer or sell his Residence to more than one person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property. The terms of any such lease or rental agreement shall be subject in all respects to the provisions of this Declaration, the By-laws and the Rules and Regulations of the Association, and any failure by the lessee of such Residence to comply with the terms of this Declaration, the By-laws or the Rules and Regulations of the Association shall constitute a default under the lease.

12. ANNEXATION.

(a) Annexation by Declarant. All or any portion of the Annexable Property described in Exhibit A may be annexed by Declarant, without the consent of Members or Owners, provided and on condition that:

(1) The development of the Annexable Property shall be in accordance with a general plan of development for the Project which was originally submitted to the California Department of Real Estate together with the application documents for the first Phase of the Project;

(2) Such annexation will not cause a substantial increase in Annual Assessments against existing Owners which was not disclosed in the subdivision public reports under which pre-existing Owners purchased their interests;

(3) The proposed Annexable Property is identified along with a projection of the then contemplated total number of Residential Lots proposed for the overall Project;

(4) Any annexation pursuant to this Section shall be made prior to three (3) years from the date of the original issuance of the most recently issued Final Subdivision Report for a Phase of the Project; and

(5) A Supplemental Declaration of Covenants, Conditions and Restrictions and Annexation shall be recorded covering the property to be annexed.

(b) Annexation by Consent. After the three-year period for annexation by Declarant described in Section 12(a) has passed, additional residential property and Landscape Maintenance Areas may be annexed to the Project, either directly or by merger or consolidation with any other similar association, with the consent

of not less than 66-2/3 percent of the voting power of the Association, excluding the Declarant.

(c) Procedure. The additions authorized hereby shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument, with respect to the additional properties which shall extend the scheme of this Declaration and the jurisdiction of the Association to such properties. Subject to the provisions of Section 13 below, such supplementary declarations contemplated herein may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(d) Assessments and Voting. Assessments on the Residential Lots in a future annexed Phase of the Project shall commence on the first day of the month following the close of escrow for the first sale of a Residential Lot in that Phase. Voting rights shall not vest in annexed Residential Lots until assessments on those Residential Lots have been levied by the Association.

13. AMENDMENT.

(a) This Declaration may be amended by the vote or written assent of at least seventy-five percent (75%) of the total voting power of the Association and at least a majority of Members other than the Declarant. Any such amendment shall become effective upon recordation in the Office of the Riverside County Recorder of a written instrument setting forth such amendment and signed and acknowledged by a majority of the Board who shall certify in said written instrument that at least seventy-five percent (75%) of the total voting power of the Association and at least a majority of Members other than the Declarant have voted in favor of or given their written assent to such amendment.

(b) Notwithstanding the provisions of Section 13(a) above, no amendment which materially affects the ownership, possession or use of an Owner, either directly or as a Member of the Association, shall be valid unless the prior written consent of the California Real Estate Commissioner is obtained, to the extent that such consent is required under Section 11018.7 of the California Business and Professions Code. For purposes of this Section 13 (b), the term "material amendment" shall mean amendments to provisions of this Declaration governing the following subjects:

1. The proportionate share of the Lot Owners in the receipts and common expenses of the Association.
2. The fundamental purpose for which the Project was created (such as a change from residential use to a different use).
3. Voting.
4. Assessments, assessment liens, and subordination thereof.
5. Reserves for repair and replacement of the Landscape Maintenance Areas.
6. Property maintenance obligations.
7. Casualty and liability insurance.
8. Reconstruction of the Landscape Maintenance Areas in the event of damage or destruction.
9. Annexation.
10. Any of the provisions of Section 17 herein.

(c) Notwithstanding the provisions of Section 13(a) above, no amendment of Sections 6, 7 and 9 of this Declaration nor any amendment of any other provisions of this Declaration which materially or substantially affects the obligations or ability of the Association to maintain the Landscape Maintenance Areas shall be valid unless the prior written consent of the County of Riverside is obtained.

(d) Notwithstanding any other provisions of this Section 13, so long as there is a two-class voting structure in effect in the

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Association, this Declaration may not be amended without the vote or written assent of a majority of both classes of membership.

14. TRANSFER OF RESIDENTIAL LOT.

(a) Each Owner shall, as soon as practical before transfer of title or the execution of a Real Property Sales Contract as defined in §2985 of the California Civil Code as to a Residential Lot, give to the prospective purchaser a copy of this Declaration, the Articles of Incorporation and By-laws of the Association, and a statement from the Board of the Association as to the amount of any delinquent assessments, penalties, attorney's fees and other changes payable with respect to that Residential Lot.

(b) Upon the sale or other transfer of a Residential Lot, either the Owner who transfers the Residential Lot or the transferee shall promptly notify the Association in writing of the name and address of the transferee, the nature of the transfer and the Residential Lot number involved, as well as such other information relative to the transfer and the transferee as the Association may reasonably request.

15. TERM OF RESTRICTIONS.

This Declaration shall remain in full force and effect for a period of forty years from the date hereof. Thereafter, it shall be deemed to have been renewed for successive terms of ten years each unless revoked by an instrument in writing, executed and acknowledged by the Owners of a majority of the Residential Lots within the Project and recorded in the office of the County Recorder of Riverside County, California, at least ninety days prior to the expiration of the initial effective period hereof or any ten-year extension.

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16. NOTICES.

Any notice required to be sent to any Member of the Association or an Owner under the provisions of this Declaration shall be deemed to have been delivered five (5) days after the date of mailing with proper postage prepaid to the last known address of the person who appears as Member on the records of the Association at the time of such mailing, or in the case of hand delivery, upon delivery to such last known address.

17. MORTGAGEES.

No provision of this Declaration shall defeat or render invalid the lien of any first Mortgage or first Deed of Trust made in good faith and for value. However, each and all of the provisions hereof shall be binding upon and effective against any Owner whose title thereto is acquired by or through trustee's sale or foreclosure of a first Mortgage or first Deed of Trust, except that said person who acquires title in such manner shall take title free of the lien hereof for all assessments that have accrued up to the time of trustee's sale or foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent thereto. The breach of any of the provisions hereof may be enjoined, abated, or reviewed by appropriate proceedings, notwithstanding the lien or existence of any such Mortgage.

18. MISCELLANEOUS.

(a) Enforcement of Restrictions. After the date on which this instrument has been recorded, these covenants, conditions, servitudes, rights, reservations, limitations, liens, charges and restrictions may be enforced by any and all of the available legal remedies, including, but not limited to, injunction, declaratory relief and action to abate a nuisance by the Association, which shall have the right and duty to enforce the same and expend its assessment funds for that purpose, and/or by any one or more

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Owners, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien created herein. Failure to enforce any provision hereof shall not constitute a waiver of the right to subsequently enforce said provision or any other provision hereof.

(b) Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a general plan for the development and operation of the Project. The various headings used herein are for convenience only and shall not affect meaning or interpretation.

(c) Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

(d) Limitation of Liability. Neither the Declarant, its agents or employees, nor the Association, its Board or any member or officer thereof, nor any of them, shall be liable for any failure to provide any service or perform any duty, function or responsibility designated or provided in this Declaration or the By-laws to be performed by the same unless caused by the willful misconduct of the person or entity seeking the benefit of this limitation of liability.

(e) Indemnification. The Association shall indemnify the Board (and each member thereof), and the officers of the Association (and each of them), and the members of the Architectural Control Committee (and each of them) against all expenses and liabilities, including attorneys' fees, reasonably incurred by such person or persons in connection with any proceeding to which he may be a party, by reason of his being or having been a Board member or officer of the Association, or member of the Architectural Control Committee, except in such cases where



he has committed a willful misfeasance or malfeasance in the performance of his duties.

(f) Waiver of Homestead Exemption. Each Owner does hereby waive to the fullest extent permitted by law, with respect only to assessment liens created pursuant to this Declaration, the benefit of any homestead or exemption or redemption laws of the State of California in effect at the time any payment of any assessment, whether regular or special, becomes delinquent as herein provided, and such Owner shall be deemed to be estopped to raise said homestead or other exemption or redemption in any action or proceeding to enforce or foreclose such assessment liens.

(g) Assignment by Declarant. Declarant may assign any or all of its rights under this Declaration to any successor to all or any part of Declarant's interest in the Property as developer by an express assignment incorporated in a recorded deed transferring such interest to such successor.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first set forth above.

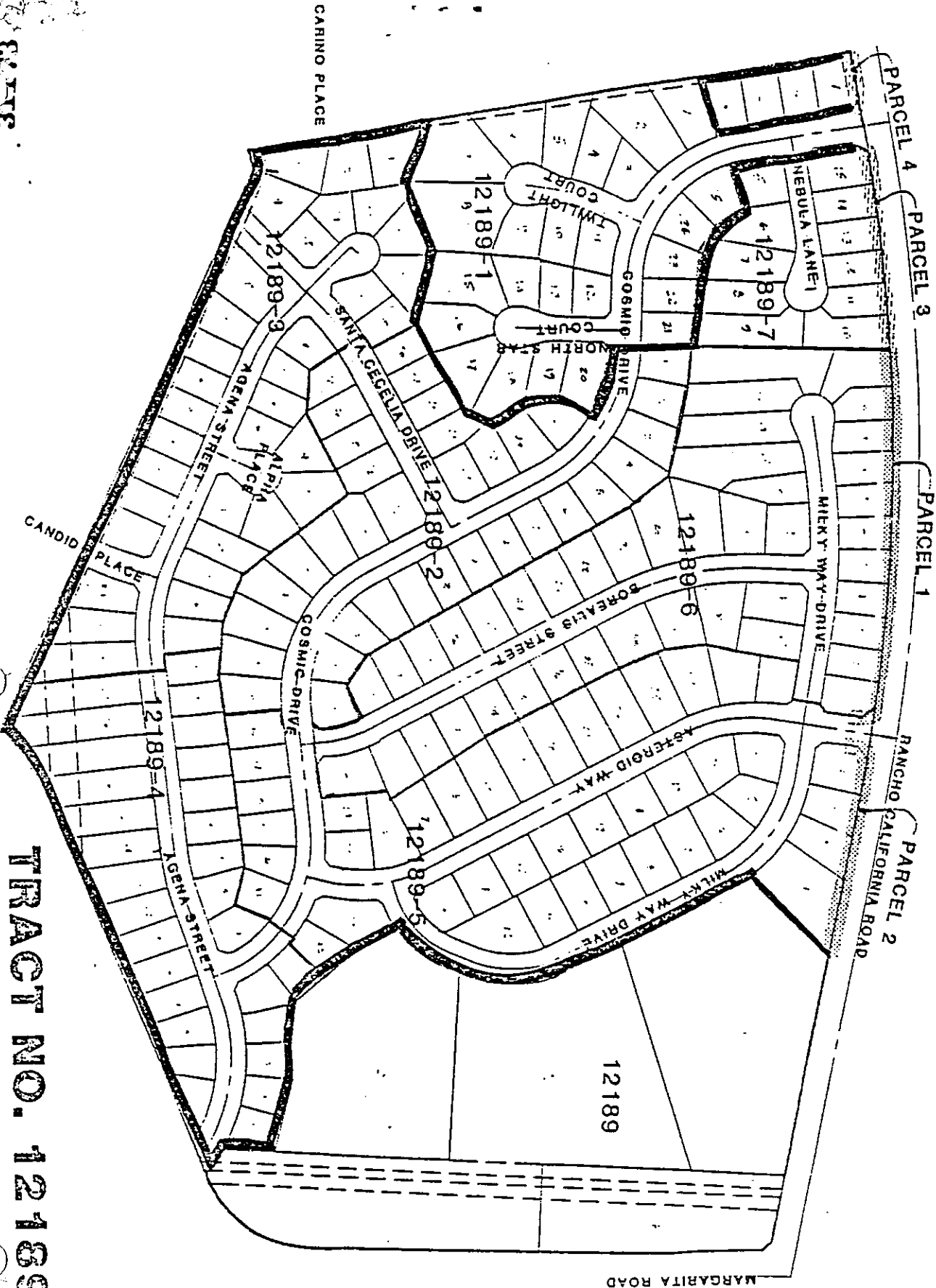


~~Kaiser Development Company~~

By: \_\_\_\_\_

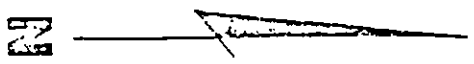
Its Authorized Agent

EXHIBIT C-1



TRACT NO. 12189

EXHIBIT C-1



31173

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF RIVERSIDE )

On February 15, 1984, before me, the under-  
signed, a Notary Public in and for said County and State, person-  
ally appeared T. M. Tahara  
known to me to be the Authorized Agent of  
Kaiser Development Company, the corporation that  
executed the within Instrument, and known to me or proved to me  
on the basis of satisfactory evidence to be the person who  
executed the within Instrument on behalf of said corporation, and  
acknowledged to me that said corporation executed the within  
Instrument pursuant to its By-Laws or a Resolution of its Board  
of Directors.

WITNESS my hand and official seal.

M. E. Zoll  
Notary Public in and for said  
County and State

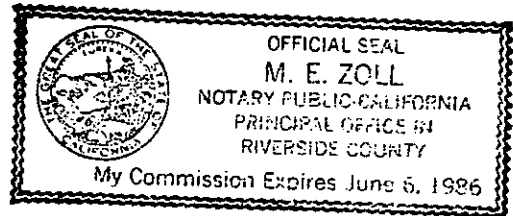
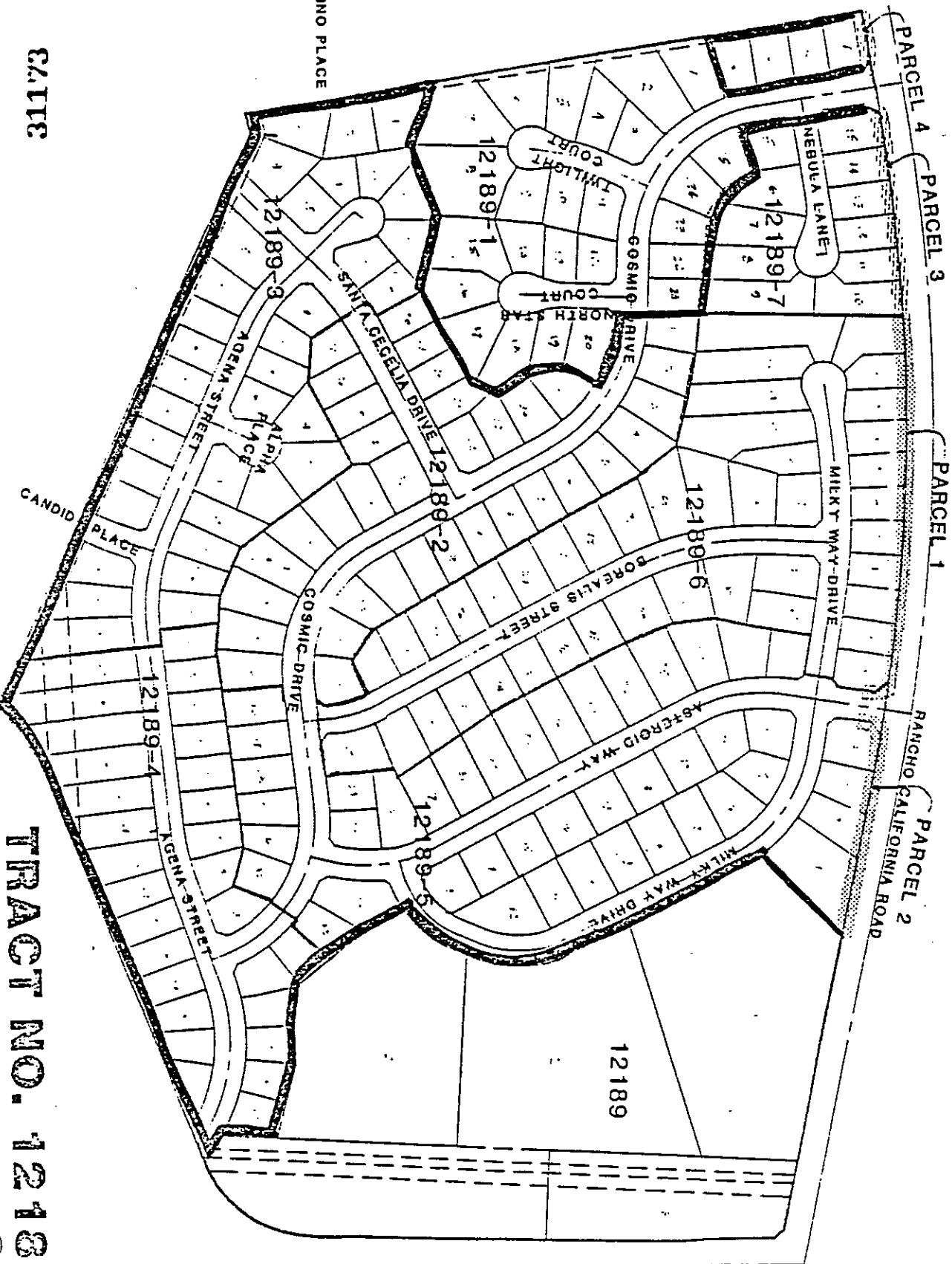


EXHIBIT A

The following Annexable Property is subject to annexation pursuant to this Declaration::

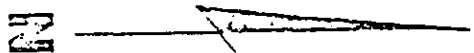
- a. Lots 1 through 35, inclusive, of Tract 12189-2, per maps recorded in Book 134, Pages 94 through 96 of Maps in the Office of the County Recorder of Riverside County.
- b. Lots 1 through 35, inclusive, of Tract 12189-3, per maps recorded in Book 134, Pages 97 through 99 of Maps in the Office of the County Recorder of Riverside County.
- c. Lots 1 through 29, inclusive, of Tract 12189-4, per maps recorded in Book 135, Pages 1 through 3 of Maps in the Office of the County Recorder of Riverside County.
- d. Lots 1 through 43, inclusive, of Tract 12189-5, per maps recorded in Book 135, Pages 4 through 7 of Maps in the Office of the County Recorder of Riverside County.
- e. Lots 1 through 42, inclusive, of Tract 12189-6, per maps recorded in Book 135, Pages 8 through 11 of Maps in the Office of the County Recorder of Riverside County.
- f. Lots 1 through 15, inclusive of Tract 12189-7 as per map recorded in Book 135, Pages 12 through 14, of Maps in the Office of the County Recorder of Riverside County.

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TRACT NO. 12189

EXHIBIT A-1



31173

LEGAL DESCRIPTION  
OF LANDSCAPE MAINTENANCE AREAS

PARCEL 1

That portion of Lot 1 of Tract 12189-7, as shown by Map on file in Book 135, Pages 12 - 14 of Maps, Records of Riverside County, California; Also, that portion of Lot "A" (Cosmic Drive), of Tract 12189-1 as shown by map on file in Book 134, Pages 91 - 93 of Maps, Records of Riverside County, California; Also, that portion of the Rancho California Road right of way adjacent to said Lot 1, described as follows:

BEGINNING at the Northwest corner of said lot 1;

THENCE North 08° 44' 44" West, a distance of 11.50 feet;

THENCE North 81° 16' 06" East, a distance of 105.89 feet to a tangent curve concave to the Southwest having a radius of 34.50 feet;

THENCE Easterly along said curve through a central angle of 90° 00' 00", a distance of 54.19 feet;

THENCE South 08° 43' 54" East, a distance of 33.84 feet;

THENCE South 81° 16' 06" West, a distance of 18.50 feet to a non-tangent curve concave to the Southwest, and having a radius of 45.00 feet, the initial radial line bears South 81° 16' 06" West;

THENCE Northwesterly along said curve through a central angle of 91° 37' 22", a distance of 71.96 feet;

THENCE South 79° 38' 44" West, a distance of 75.64 feet;

THENCE North 08° 44' 44" West, a distance of 14.00 feet to the point of beginning.

Excepting therefrom any portion lying within said Tract 12189-7 and within the Rancho California Road right-of-way adjoining.

LEGAL DESCRIPTION

OF LANDSCAPE MAINTENANCE AREAS

PARCEL 2

Those portions of Lots 10 thru 15, inclusive, of said Tract 12189-7, also that portion of Lot "A" (Cosmic Drive), of said Tract 12189-1, also that portion of the Rancho California Road right of way adjacent to said Lots 10 thru 15, described as follows:

BEGINNING at the Northeast corner of said Lot 10;  
THENCE South  $01^{\circ} 36' 09''$  West, a distance of 37.00 feet;  
THENCE South  $86^{\circ} 25' 04''$  West, a distance of 74.07 feet;  
THENCE South  $85^{\circ} 05' 42''$  West, a distance of 141.83 feet;  
THENCE South  $85^{\circ} 01' 26''$  West, a distance of 169.86 feet to a tangent curve concave to the Southeast and having a radius of 45.00 feet;  
THENCE Westerly along said curve through a central angle of  $86^{\circ} 13' 18''$ , a distance of 67.72 feet;  
THENCE South  $01^{\circ} 11' 52''$  East, a distance of 57.79 feet;  
THENCE North  $49^{\circ} 55' 03''$  West, a distance of 31.21 feet;  
THENCE North  $08^{\circ} 43' 54''$  West, a distance of 82.00 feet to a tangent curve concave to the Southeast and having a radius of 34.50 feet;  
THENCE Northerly along said curve through a central angle of  $90^{\circ} 00' 00''$ , a distance of 54.19 feet;  
THENCE North  $81^{\circ} 16' 06''$  East, a distance of 6.98 feet to a tangent curve concave to the South and having a radius of 3,956.50 feet;  
THENCE Easterly along said curve through a central angle of  $6^{\circ} 11' 37''$ , a distance of 427.70 feet;  
THENCE South  $02^{\circ} 32' 17''$  East, a distance of 11.50 feet to the point of beginning.

Excepting therefrom any portion lying within said Tract 12189-7 and within the Rancho California Road right of way adjoining.

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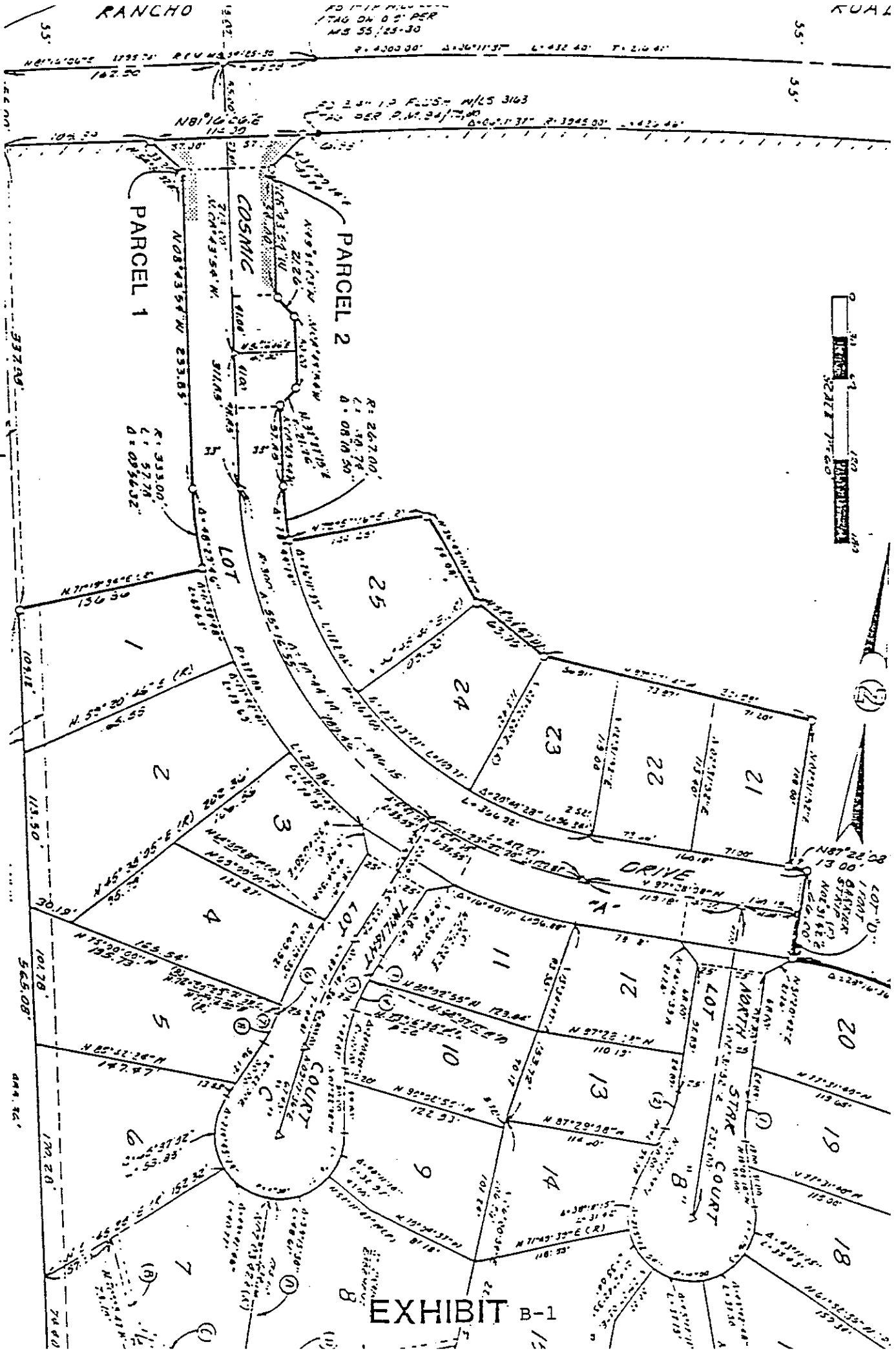


EXHIBIT B-1



LEGAL DESCRIPTION  
OF LANDSCAPE MAINTENANCE AREAS

PARCEL 1

Those portions of Lots 1 thru 11, inclusive of Tract 12189-6 as shown by Map on file in Book 135, Pages 8 - 11 of Maps, Records of Riverside County, California; Also, that portion of Lot "C" (Asteroid Way) of Tract 12189-5, as shown by map on file in Book 135, Pages 4 - 7 of Maps, Records of Riverside County, California; Also, that portion of the Rancho California right of way adjacent to said Lots 1 thru 11, described as follows:

BEGINNING AT THE Northwest corner of said Lot 11;

THENCE North 02° 32' 17" West, a distance of 11.50 feet to a non-tangent curve concave to the South, having a radius of 3,956.50 feet, the initial radial line bears South 02° 32' 17" East;

THENCE Easterly along said curve through a central angle of 11° 13' 27", a distance of 775.07 feet to a tangent curve concave to the Southwest and having a radius of 34.50 feet;

THENCE Southeasterly along said curve through a central angle of 90° 49' 58", a distance of 54.69 feet;

THENCE South 09° 31' 08" West, a distance of 67.20 feet;

THENCE South 52° 32' 38" West, a distance of 25.41 feet;

THENCE North 09° 31' 08" East, a distance of 46.77 feet to a tangent curve concave to the Southwest and having a radius of 45.00 feet;

THENCE Northerly along said curve through a central angle of 95° 02' 36", a distance of 74.65 feet;

THENCE North 85° 31' 28" West, a distance of 90.56 feet;

THENCE North 85° 56' 49" West, a distance of 143.97 feet;

THENCE North 86° 30' 03" West, a distance of 72.44 feet;

THENCE North 87° 55' 32" West, a distance of 72.59 feet;

THENCE North 89° 44' 03" West, a distance of 72.87 feet;

THENCE South 89° 18' 02" West, a distance of 67.33 feet;

THENCE South 89° 41' 18" West, a distance of 68.03 feet;

THENCE South 87° 54' 10" West, a distance of 72.47 feet;

THENCE South 86° 36' 07" West, a distance of 78.39 feet;

THENCE North 01° 36' 09" East, a distance of 37.00 feet to point of beginning.

The area of the above parcel is 0.760 acres.

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LEGAL DESCRIPTION  
OF LANDSCAPE MAINTENANCE AREAS

PARCEL 2

Those portions of Lots 1 thru 4, inclusive, and Lot "C" (Asteroid Way) of said Tract 12189-5; Also, that portion of the Rancho California Road right of way adjacent to said Lots 1 thru 4, described as follows:

BEGINNING at the Northeast corner of said Lot 1;  
THENCE South 46° 06' 00" West, a distance of 65.00 feet;  
THENCE North 29° 37' 57" West, a distance of 38.39 feet;  
THENCE North 78° 26' 28" West, a distance of 108.32 feet;  
THENCE North 74° 02' 52" West, a distance of 176.35 feet;  
THENCE North 82° 32' 01" West, a distance of 49.46 feet to  
a tangent curve concave to the Southeast and having a radius  
of 45.00 feet;  
THENCE Westerly along said curve through a central angle of  
87° 56' 51", a distance of 69.07 feet;  
THENCE South 09° 31' 08" West, a distance of 46.19 feet;  
THENCE North 35° 28' 52" West, a distance of 26.65 feet;  
THENCE North 09° 31' 08" East, a distance of 65.95 feet to  
a tangent curve concave to the Southeast and having a radius  
of 34.50 feet;  
THENCE Northerly along said curve through a central angle  
of 90° 49' 58", a distance of 54.69 feet to a tangent curve  
concave to the South and having a radius of 3,956.50 feet;  
THENCE Easterly along said curve through a central angle of  
01° 31' 50", a distance of 105.69 feet;  
THENCE South 78° 07' 05" East, a distance of 318.22 feet;  
THENCE South 11° 52' 55" West, a distance of 11.50 feet  
to the point of beginning.

The areas of the above parcel is 0.387 acres.

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LEGAL DESCRIPTION  
OF LANDSCAPE MAINTENANCE AREAS

PARCEL 3

Those portions of Lots 10 thru 15, inclusive, of said Tract 12189-7, also that portion of Lot "A" (Cosmic Drive), of said Tract 12189-1, also that portion of the Rancho California Road right of way adjacent to said Lots 10 thru 15, described as follows:

BEGINNING at the Northeast corner of said Lot 10;  
THENCE South 01° 36' 09" West, a distance of 37.00 feet;  
THENCE South 86° 25' 04" West, a distance of 74.07 feet;  
THENCE South 85° 05' 42" West, a distance of 141.83 feet;  
THENCE South 85° 01' 26" West, a distance of 169.86 feet to a tangent curve concave to the Southeast and having a radius of 45.00 feet;  
THENCE Westerly along said curve through a central angle of 86° 13' 18", a distance of 67.72 feet;  
THENCE South 01° 11' 52" East, a distance of 57.79 feet;  
THENCE North 49° 55' 03" West, a distance of 31.21 feet;  
THENCE North 08° 43' 54" West, a distance of 82.00 feet to a tangent curve concave to the Southeast and having a radius of 34.50 feet;  
THENCE Northerly along said curve through a central angle of 90° 00' 00", a distance of 54.19 feet;  
THENCE North 81° 16' 06" East, a distance of 6.98 feet to a tangent curve concave to the South and having a radius of 3,956.50 feet;  
THENCE Easterly along said curve through a central angle of 6° 11' 37", a distance of 427.70 feet;  
THENCE South 02° 32' 17" East, a distance of 11.50 feet to the point of beginning.

Excepting therefrom any portion lying within said Tract 12189-1.

LEGAL DESCRIPTION

OF LANDSCAPE MAINTENANCE AREAS

PARCEL 4

That portion of Lot 1 of Tract 12189-7, as shown by Map on file in Book 135, Pages 12 - 14 of Maps, Records of Riverside County, California; Also, that portion of Lot "A" (Cosmic Drive), of Tract 12189-1 as shown by map on file in Book 134, Pages 91 - 93 of Maps, Records of Riverside County, California; Also, that portion of the Rancho California Road right of way adjacent to said Lot 1, described as follows:

BEGINNING at the Northwest corner of said lot 1;

THENCE North 08° 44' 44" West, a distance of 11.50 feet;

THENCE North 81° 16' 06" East, a distance of 105.89 feet to a tangent curve concave to the Southwest having a radius of 34.50 feet;

THENCE Easterly along said curve through a central angle of 90° 00' 00", a distance of 54.19 feet;

THENCE South 08° 43' 54" East, a distance of 33.84 feet;

THENCE South 81° 16' 06" West, a distance of 18.50 feet to a non-tangent curve concave to the Southwest, and having a radius of 45.00 feet, the initial radial line bears South 81° 16' 06" West;

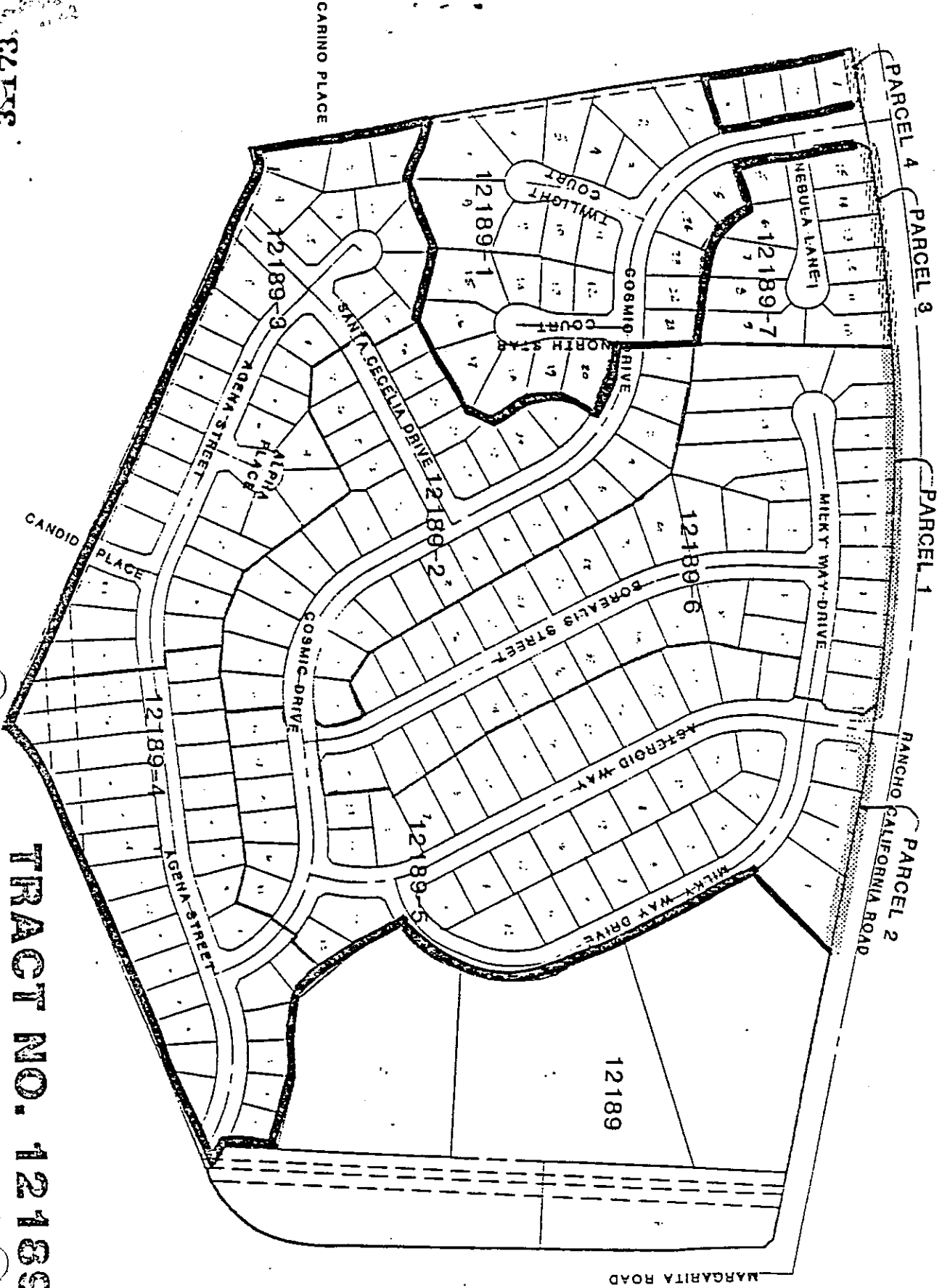
THENCE Northwesterly along said curve through a central angle of 91° 37' 22", a distance of 71.96 feet;

THENCE South 79° 38' 44" West, a distance of 75.64 feet;

THENCE North 08° 44' 44" West, a distance of 14.00 feet to the point of beginning.

Excepting therefrom any portion lying within said Tract 12189-1.

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TRACT NO. 12189

EXHIBIT C-1

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