

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

K.B.H., INC.
2555 E. Chapman Ave.
Suite 711
Fullerton, CA 92631
50634-S

RECEIVED FOR RECORD
AT 9:00 O'CLOCK A.M.
At Request of
STEWART TITLE CO.

Book 1982, Page 163012
SEP 2 11982

Recorded in Official Records
of Riverside County, California

William S. Borczyk
By order
Fees \$ *26-*

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 14th day of SEPTEMBER, 1982,
by GLENOAKS HEIGHTS ASSOCIATES, a Limited Partnership (hereinafter
referred to as "Declarant").

ARTICLE I

"If this document contains any restrictions based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal (•) fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status." [Govt. Code §12956.1]

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by GLENOAKS HEIGHTS ASSOCIATES, a Limited Partnership (hereinafter
referred to as "Declarant").

ARTICLE I

RECITALS

1.01. Declarant is the owner of certain real property in the
County of Riverside, State of California, more particularly
described as Lots 1 through 31, being all of Section 27, Township
7 South, Range 1 West, San Bernardino Base and Meridian, as shown
on Parcel Map No. 13213, recorded on SEPT. 20, 1982,
as Document No. _____ in Book 109, Pages 1-7, inclusive,
of Maps, in the records of Riverside County, State of California
(hereinafter referred to as the "property").

1.02. This Declaration is made in order to establish a gen-
eral plan for the orderly use and development of the property, and
to subject the property to certain conditions, covenants, restric-
tions upon and subject to which all of the property shall be held,
developed and conveyed.

1.03. To provide a general plan and purpose of protecting
the value and desirability of all the real property subject hereto,
and all of said property shall be hereafter held, used, occupied,
leased, sold, encumbered, conveyed and transferred subject to the
covenants, conditions and restrictions hereinafter set forth, all
of which shall inure to the benefit of, be binding upon and pass
with said real property and each lot contained therein, and shall
inure to the benefit of, apply to and bind the respective succes-
sors in title or interest of the owners thereof.

1.04. The purpose of these restrictions is to insure proper
use and development of the property; to protect the owner of each
lot against improper use and development of surrounding lots as
will depreciate the value of his lot or interfere with his bene-

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ficial use and enjoyment of his lot; to secure and maintain proper setbacks from streets; to prevent haphazard and unsightly improvements; to coordinate and create a harmony of design and development that will compliment and enhance the natural environment; and, in general, to provide adequately for planned use and development of the property in accordance with the terms hereof.

1.05. Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of said property, and any additional property which may be annexed thereto pursuant to the provisions of this Declaration, to create an Association to which should be delegated and assigned the powers of maintaining, administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to.

1.06. GLENOAKS HEIGHTS PROPERTY OWNERS ASSOCIATION has been created for the purpose of exercising the powers and functions aforesaid. The Association shall have its first annual meeting within twelve (12) months after the closing of the sale escrow of the first lot.

1.07. Declarant will convey title to all of said lots in said property subject to certain protective covenants, conditions and restrictions hereinafter set forth.

1.08. NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of said lots and property described herein and such additions thereto as may hereafter be made pursuant to Article XI hereof shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are hereby declared to be for the benefit of the whole Tract and all of the property described herein, and the owners thereof, their successors and assigns.

ARTICLE II

DEFINITIONS

2.01. "Association" shall mean and refer to GLENOAKS HEIGHTS PROPERTY OWNERS ASSOCIATION, its successors and assigns.

2.02. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.03. "Property" shall mean and refer to that certain real property legally described in Paragraph 1.01 of this Declaration

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of Covenants, Conditions and Restrictions, and such other lots as may be annexed to the Association and made subject to this Declaration pursuant to Article XI hereof.

2.04. "Lot" shall mean and refer to any plot of land designated as such and shown upon any recorded subdivision map of the property.

2.05. "Declarant" shall mean and refer to GLENOAKS HEIGHTS ASSOCIATES, a Limited Partnership, and all of its successors and assigns.

2.06. "Improvements" shall mean and refer to and include houses, buildings, barns, cages, outbuildings, sheds, parking areas, loading areas, fences, walls, poles, signs, streets, driveways, landscaping, and any other structures of any type or kind.

ARTICLE III

SUBDIVISION RESTRICTIONS

3.01. Minimum lot size shall conform to Riverside County zoning ordinances and sub-division standards and shall be used for residential purposes only and limited to one (1) residence per lot. In no event shall any lot size be less than one (1) acre. However, Declarant shall have the right to use lots owned by it for model home and/or sales purposes.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.01. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The terms and provisions set forth in this Declaration, which are binding upon all owners of all lots and all members of the Association, are not exclusive, as both the member and the lot owner shall, in addition, be subject to the terms and provisions of the Bylaws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of such lot shall be the sole qualification for membership.

4.02. The transfer of title to any lot in the property shall automatically transfer the regular membership, and the rights and obligations attached hereto, to the transferee or transferees.

1.03. The Association shall have two classes of voting membership:

Class A: Class A members shall be all those owners as defined in Paragraph 4.01 of this Article, with the exception of Declarant. Class A members shall be entitled to one vote for each acre or portion thereof in which they hold the interest required for membership in Paragraph 4.01. When more than one person holds joint interest in any acreage, all such persons shall be members. The vote for such acreage shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any acre or portion thereof.

Class B: The Class B member shall be the Declarant. The Class B member shall be entitled to three votes for each acre or portion thereof in which it holds the interest required for membership by Paragraph 4.01 hereof, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) Not later than the fourth anniversary of the original issuance of the subdivision public report for the Tract.

Said voting rights shall be subject to the restrictions and limitations hereinafter provided and in the Bylaws of the Association.

ARTICLE V

MAINTENANCE ASSESSMENTS, ACCOUNTING AND ENFORCEMENT

5.01. Declarant, for each lot owned by it within the Tract, hereby covenants and agrees to pay, and each owner of any lot in said Tract or in the lots in the additional properties which become subject to the jurisdiction of the Association, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, it is deemed to covenant and agree to pay to the Association:

(1) Regular assessments or charges; and

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

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The regular and special assessments, together with such penalties and interest thereon and costs of collection thereof, as hereinafter provided, shall be charged on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such penalties, interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the owner of the property at the time when the assessment fell due. The personal obligation shall not pass to the successors in title, unless expressly assumed by them.

5.02. The initial assessment shall be as follows:

(1) There shall be a \$200.00 per lot, one-time only initial assessment fee.

(2) The initial maintenance charge shall be \$8.00 per acre, or fraction thereof, per year.

Assessments will be billed and payable on a monthly basis.

5.03. At least sixty (60) days prior to the commencement of each calendar year, the Board of Directors of the Association shall prepare and submit to the Association a budget of the estimated costs and expenses to be incurred by the Association during such calendar year in performing its functions hereunder (including a reasonable allowance for overhead and delinquent accounts). Said budget shall be subject to the approval of the Association. When such budget has been approved, the Board shall determine the monthly maintenance charge to be assessed to the owner or owners of each lot for the coming year. The monthly maintenance charge shall be payable by each owner in advance on the first day of each month, commencing on the first day of the month following the recording of title to such owner's lot, or the granting of possession thereof to him, whichever shall first occur. All costs shall be assessed pro rata against the owner of such lot. Assessments shall commence not later than the first day of the first month following the closing of the sale escrow of the first lot. For the purpose of computing the assessments to be made hereunder, all owners of a lot shall be deemed a single owner. Should the Association fail to approve a budget and set the amount of monthly maintenance charges prior to the commencement of any calendar year, the Board shall continue to levy and collect monthly maintenance assessments at the level of the previous calendar year, plus an increase of not more than twenty percent (20%), until the Association shall adopt a current budget.

5.04. In addition to the monthly maintenance charge to be assessed against each owner pursuant to Paragraph 5.01 of this Article, the Board, or Declarant if there is no Board, may, from time to time, levy and collect special assessments to cover extraordinary charges or expenses not anticipated by the annual budget

approved by the Association. Unless approved by fifty-one percent (51%) of the owners by vote either in person or by proxy, or written assent, the aggregate of all special assessments levied in any calendar year shall not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

Every special assessment shall be levied upon the same basis as that prescribed for the levying of regular assessments.

The above provisions with respect to special assessments do not apply in the case where the special assessment against a member is a remedy utilized by the governing body to reimburse the Association for costs incurred to bring the member and his subdivision interest into compliance with provisions of the governing instruments for the subdivision.

5.05. All funds collected by the Association shall be promptly deposited in a commercial bank account and/or in a savings and loan account in an institution to be selected by the Board, or, prior to its election, by Declarant. Said account shall be designated "Glenoaks Heights Property Owners Association Maintenance Fund Account". No withdrawals shall be made from said account except to pay the obligations of the Association or to invest in interest bearing accounts. The Board shall maintain complete and accurate books and records of its income and expenses, in accordance with generally accepted accounting principles, consistently applied, and shall file such tax returns and other reports as shall be required by any governmental entity. The books and records shall be kept at the office of the Association and shall be open for inspection by any owner at any time during normal business hours.

5.06. The Board shall prepare a balance sheet and operating statement for the Association and shall distribute copies thereof to each member of the Association within ninety (90) days of accounting dates, as follows:

(a) A balance sheet as of an accounting date which shall be the last day of the month closest in time to six (6) months from the date of closing of the first sale of a subdivision interest to a member of the Association and an operating statement for an accounting period from the aforesaid date of first closing to the aforesaid accounting date;

(b) A balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year.

The operating statement for the first six (6) months accounting period referred to in subpart (a) above shall include a schedule of assessment received or receivable, itemized by lot or unit number and by the name of the person or entity assessed.

5.07. Any assessment provided for in this Declaration, which

is not paid when due, shall be delinquent. With respect to each assessment not paid within ten (10) days after its due date, the Association shall charge a ten percent (10%) penalty for each delinquent assessment, together with interest at ten percent (10%) per annum. Furthermore, the Association may, at its option, bring an action at law against the owner personally obligated to pay for the same, or upon compliance with the notice provisions set forth in Section 5.08 of this Declaration, foreclose the lien against the lot, and there shall be added to the amount of such assessment the late charge, costs of preparing and file a complaint in such action, and in the event a judgment is obtained, said judgment shall include said interest and a reasonable sum as attorney's fees, together with the costs of the action. Each owner vests in the Association or its assigns the right and power to bring all actions at law or lien foreclosure against such owner or other owners for the collection of such delinquent assessments.

5.08. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided, until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the property is located; said notice of claim must recite a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which shall include a ten percent [10%] penalty, interest on the unpaid assessment and penalty at the rate of ten percent [10%] per annum, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

5.09. Any such sale provided for above is to be conducted in accordance with the provisions of Sections 2924, 2924(b) and 2924(c) of the Civil Code of the State of California applicable to the exercise of powers of sale and mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale and to require and hold, lease, mortgage and convey the same.

5.10. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee to be determined by the Association to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interests or fees as shall have been incurred.

5.11. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its

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assigns may have hereunder and by law, including a suit to recover a money judgment from unpaid assessments as above provided.

5.12. If any lots subject to the monetary lien created by any provision hereof shall be subject to the lien of a deed of trust:

(1) The foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; and

(2) The foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure, shall be subordinate to the lien of the deed of trust, with the forecloser-purchaser or deed-in-lieu-grantee, taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

5.13. Any owner who sells his lot in good faith and for value shall be relieved of the obligation to pay the maintenance charges attributable to his lot as of the date of recordation of the deed to such lot to his purchaser. Such obligation shall thereupon pass to said purchaser and if not paid, shall constitute a legal debt as set forth in Paragraph 5.07 of this Article V of this Declaration.

5.14. Declarant shall be obligated to pay the monthly maintenance charge for each unsold lot. Such obligation shall commence as of the first date that a maintenance charge is assessed against any owner and shall continue as long as Declarant owns any lot.

ARTICLE VI

REGULATION OF IMPROVEMENTS

6.01. Minimum Setback Line:

(a) General. No structure of any kind, and no part thereof, shall be placed on any lot closer to a property line than herein provided. The following structures and improvements are specifically excluded from these setback provisions:

- (1) Pole lines;

- (2) Underground pipelines;
- (3) Conduits;
- (4) Ditches;
- (5) Water works facilities for the production and distribution of water primarily for irrigation purposes; and
- (6) Fences.

(b) Front Yard Setbacks. The setback line is established twenty-five feet from the front right of way easement line, except that no structure or improvement except those listed in Section 6.01(a), numbers (1) through (6), shall be erected nearer than a minimum forty feet (40') from the nearest point of intersection of any two (2) street or highway lines; provided, however, if the Architectural Control Committee shall determine that extenuating circumstances exist with respect to any lot that would cause conformance to the setback minimums to result undue hardship on the owner of any lot, the Architectural Control Committee may approve such setback as may be reasonable.

(c) Side Yard Setbacks.

(1) The setback line for the main residence is established at a minimum of twenty-five feet (25') from the said property line.

(2) The setback line for all accessory buildings is established at a minimum of twenty feet (20') from said property line.

(d) Rear Yard Setbacks. The setback line is established at a minimum of twenty feet (20') from the said property line.

(e) Change in Setback. Anything contained in this Article VI, Section 6.01(c) and (d) to the contrary notwithstanding, in the event the zoning of the subject property allows different setbacks, the setbacks required shall be those which are the more restrictive.

6.02. Fencing. All lots on which animals are present shall be adequately fenced so as to keep all animals on that lot and protect the property of other lots. However, no fence shall be placed or permitted to remain which would interfere with the use of any of the easements referred to in Article IX, Paragraph 9.03 hereof.

No fencing of any kind shall be installed without first being approved by the Architectural Control Committee.

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6.03. Landscaping. Within twelve (12) months of the completion of the residential structure on any lot, the landscaping of the lot shall be completed pursuant to the landscaping plans approved by the Architectural Control Committee. All trees shall be kept trimmed by the owner of the lot upon which same are located so that the trees shall not obstruct the primary view from any other lots in the subdivision or any lots annexed pursuant to Article XI, Paragraph 11.06 hereof.

6.04. Excavation. Exposed openings resulting from any excavation made in connection with construction of improvements shall be backfilled and disturbed ground shall be leveled. All excavation shall be done in compliance with the Riverside County Grading Ordinance and shall be certified by a California licensed soils engineer.

6.05. Signs.

(a) No sign shall be permitted, other than the following:

(1) One identifying the name of the owner of the lot, provided such sign is approved in writing by the Architectural Control Committee as to size, design, color and location. In the event the Architectural Control Committee adopts standards for signs, all signs must conform to such standards. All signs which do not conform to such standards shall be promptly removed; and

(2) Those offering the premises for sale or lease, provided all such signs are approved by the Architectural Control Committee and do not exceed a maximum size of twelve (12) square feet.

(b) Signs shall conform to setback lines.

Anything contained herein to the contrary notwithstanding, Declarant shall have the right during the period of time it may use lots for model home and/or sales office purposes as provided in Article III hereof, to erect and maintain such signs advertising lots and homes for sale as it may deem appropriate.

6.06. Building Regulations.

(a) Type. Any building or structure of whatever type shall be properly maintained. No building or other structure shall be built or erected unless the building or other structure is of a quality usual and customary for that type of building or structure and of good quality and design. All outbuildings must be compatible with main residence as to design, construction and colors.

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Wood trim and sash are preferred; however, metal sash and trim will be acceptable if painted or anodized. No undercoated metal frames will be approved. Prior to construction of any kind, plans and specifications must be submitted to the Architectural Control Committee for approval. No Mobile homes or lean-tos will be permitted on any lot.

(b) Size. A single-story residence shall contain a minimum of twelve hundred and fifty (1250) square feet, excluding garages and overhangs. A two-story residence must have a minimum of fourteen hundred (1400) square feet, with the first floor having a minimum of nine hundred (900) square feet. Garages shall be attached to the main residence and shall be at least four hundred forty (440) square feet, and shall be fully enclosed. Any accessory building, but not living quarters, may be constructed prior to the main residence, and shall conform in architectural design as the main residence to be constructed on the lot. Roofing material for accessory buildings shall be the same as required for the main residence.

(c) Roofs. All roofs shall be constructed of a fire retardant material.

(d) Solar Energy. Solar panels will be permitted, providing plans for the use thereof are first submitted to the Architectural Control Committee and approval for this use is obtained prior to any construction.

6.07. Completion of Construction. After commencement of construction of any structure or improvements, the work thereon shall be diligently prosecuted to the end that structure or improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof, and in no case longer than twelve (12) months; provided, however, that the time for completion shall be extended by the period of delays in construction caused by strikes, inclement weather or other causes beyond the control of the owner.

6.08. Temporary or Used Buildings. No building or structure built elsewhere shall be moved to or placed on any lot. No temporary buildings, tents, or shacks shall be erected, placed or maintained on any lot. However, a construction trailer and facilities may be placed on the lot during the construction period, but must be immediately removed upon completion of construction of the primary buildings.

6.09. Maintenance and Storage.

(a) All lots shall be properly maintained. Weeds shall be kept down on all developed lots. Rubbish and debris shall be promptly removed.

(b) No materials, supplies or equipment, including inoperable motor vehicles, shall be stored in any area on a lot, except inside a closed building, or behind a visual barrier screening such areas from the view of adjoining property or a public street.

6.10. Utilities. All telephone and power utility services are to be run underground from homesite and other improvements to the streets, except by waiver from the Architectural Control Committee.

6.11. Prohibitions. No noxious or offensive trade or activity shall be carried on upon any lot or any part of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of the respective dwelling units, or which shall in any way increase the rate of insurance. Furthermore, the repair of automobiles, trucks, motorcycles, boats, etc. for profit shall not be carried on upon the property, or any portion of any lot.

6.12. Weed Control. Each owner shall be responsible for the control of weeds on their property. If the property becomes overgrown so as to constitute a fire hazard, along with any other remedies the Association may have, the Association shall be entitled to clear the property and charge the owner for the expense.

6.13. Exterior Additions, Alterations and Maintenance. Exterior additions, such as outdoor decks, sun screens, roofs, patios, children's play structures, or any alterations to existing structures must be approved by the Architectural Control Committee prior to any construction.

ARTICLE VII

DUTIES AND POWERS OF THE ASSOCIATION

7.01. In addition to the duties and powers enumerated in the Bylaws, or elsewhere provided herein, and without limiting the generality thereof, the Association shall:

(a) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purpose of and protecting the interests of the Association and its members.

(b) Have the authority to employ managing agents or other persons to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as managing agent shall provide for the term of no longer than one (1) year, unless such contract has been approved by a vote or written assent of a majority of the voting power of the Association residing in members other than the subdivider.

(c) Shall enforce all applicable provisions of the Declaration of Covenants, Conditions and Restrictions, the Bylaws and other instruments for the ownership, management and control of the subdivision.

(d) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

ARTICLE VIII

ENFORCEMENT

8.01. Abatement and Suit. If any member is in violation or breach of any of the provisions of this Declaration or of the Bylaws, the Association and/or Declarant shall give written notice of such violation in accordance with the provisions of the Bylaws. If after a hearing before the Board, the member is found to have violated any of the provisions herein contained, or any of the Bylaws, he or she shall have ten (10) days within which to cure such violation. After such ten (10) day period, if substantial effort has not been made to cure the violation or breach, the Association and/or Declarant may temporarily suspend owner's rights in the Association or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions, to enjoin or prevent them from doing so, to cause said violation to be remedied, or to recover damages for said violation.

8.02. Deemed to Constitute a Nuisance. The result of every action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity against any owner or lessee, either public or private, shall be applicable against every such result and may be exercised by Declarant, the Association, or by any owner or lessee of property subject to these restrictions.

8.03. Attorney's Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provisions thereof, the losing party or parties shall pay the attorney's fees and costs of the prevailing party or parties in such amount as may be fixed by the court in such proceeding. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

8.04. Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Association or any owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restrictions.

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

9.01. Composition of Committee. There shall be established a three (3) member Architectural Control Committee (hereinafter referred to as "Committee"). The initial members of the Committee are:

The majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After one (1) year from the date of sale of the first subdivision interest, the Board of the Association shall have the power to appoint one (1) member until ninety percent (90%) of all the subdivision interest in the overall development have been sold or until the fifth anniversary date of the issuance of the final public report for the subdivision, whichever first occurs. Thereafter, the Board shall have the power to appoint all of the members of the Architectural Control Committee. Members appointed by the Declarant need not be members of the Association. Members appointed by the Board of the Association must be members of the Association.

9.02. Committee Approval. No building, fence, wall, planting, landscape program, sign, excavation or other improvements of any type shall be erected, placed or altered on any parcel until the construction plans and specifications and a plan showing the location of the building or improvements on the lot have been approved by the Committee.

Prior to the commencement of construction, a final site plan and grading plan shall be submitted to and approved by the Committee, showing the location of the buildings, drives, walks, fences, swimming pools, patios and the like. The site plan shall be sufficient in detail to show a proposed method of treatment of possible drainage problems and that adequate drainage facilities for storm and surface water have been provided for the lot. Final building plans shall be submitted to and approved by the Committee. Landscaping plans shall also be submitted to the Committee prior to commencement of any construction. Such plans shall be on the same scale as the site plan and shall show both the size and type of materials to be used. The minimum scale of all plans shall be one inch (1") equals twenty feet (20'). After construction plans, specifications or other data has been

approved or been deemed approved (the "Approved Plans"), any agent of the Committee may, after reasonable notice, enter upon the lot to inspect the progress of the improvement and determine if the construction is proceeding according to the Approved Plans. If construction is proceeding contrary to the Approved Plans, then such action shall constitute a violation or breach of these restrictions.

If construction is not commenced in accordance with the Approved Plans within one hundred eighty (180) days of the date upon which the plans were approved or deemed approved, then the Committee may withdraw its approval of the plans and specifications, providing that there has been a change of circumstances so that the Committee would not have granted approval if the plans and specifications had been then submitted.

9.03. Committee Approval in Writing. The Committee's approval or disapproval as required in these covenants shall be in writing. The Committee shall approve or disapprove plans and specifications within thirty (30) days from receipt thereof unless the Committee notifies the owner submitting them, within thirty (30) days, that an additional period of time, not to exceed thirty (30) days, is required for such approval or disapproval. In that case, the Committee may approve or disapprove such plans and specifications in the extended period of time. The plans and specifications not approved or disapproved within the time limits provided herein shall be deemed approved as submitted.

9.04. Liability of Committee. Neither Declarant, the members of the Committee or its representatives, their successors or assigns, shall be liable for damages to anyone who has submitted plans to them for approval, or to any owner or lessee of any lot affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every owner or lessee of any lot within the property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Declarant, the members of the Committee, or its representatives, to recover any such damages.

ARTICLE X

REGULATION OF OPERATIONS AND USES

10.01. Unless otherwise specifically prohibited herein, any agricultural operation or single-family residential use will be permitted if it is performed or carried out so as not to cause or produce a nuisance to adjacent lots.

The following operations and uses are prohibited:

(a) All industrial, manufacturing or commercial uses, including the drying, packing, canning, freezing and other methods of processing fruits, nuts, vegetables and other agricultural products on any lot.

(b) Outbuildings for display or sale of agricultural crops.

(c) Trailer courts and/or mobile home parks.

(d) Junk yards or dumps.

(e) Drilling for and/or the removal of oil, gas or other hydrocarbon substances.

(f) Dairies.

(g) Construction or maintenance of quarters for boarding and lodging of farm employees; provided, however, that domestic employees may live on the premises.

Anything contained herein to the contrary notwithstanding, Declarant shall have the right to use any lot owned by it for purposes of building, maintaining and showing to the general public a model home and for maintaining and operating a sales office.

10.02. Reserved Easements. Declarant reserves to itself, its successors and assigns, together with the right to grant same to others, easements for the use and benefit of ingress and egress and the public and/or other utilities, including, but not limited to, cable television, sanitary sewers, water, gas, electricity, drainage purposes and equestrian purposes thirty feet (30') wide on all sides of each lot.

10.03. Street Maintenance. GLENOAKS HEIGHTS was developed according to the Riverside County requirements for a class "D" subdivision. As such, it is not required that the streets be

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paved. The developer is aware that inclement weather, as well as continued use, will cause the unpaved roads to require yearly up-keep.

The owner of each lot in said property shall be required to share the cost of road maintenance equally with owners of all other lots. All roads in the property shall be used by the owner of any other lot or lots in common with all other owners of such lots for the purpose of ingress and egress and for the installation and maintenance of utilities and drainage facilities upon said property. The right of way for a private street shall be maintained in good passable condition under all weather and traffic conditions.

Repairs to the access roads described herein shall be required when the owners of a two-thirds (2/3) majority of the lots in the property reach an agreement that repairs are needed. Pursuant to any such agreement, on any repairs over \$3,500.00, such owners shall obtain three (3) bids from reputable licensed contractors and shall accept the lowest of said three bids, except as may otherwise be agreed upon by a two-thirds (2/3) majority vote of all owners of lots in the property, and shall by reason of agreement hereinabove described, initiate the repairs of said street with each and every owner of a lot or lots bearing his pro rata share according to the number of parcels owned by said owner within the property of the costs and expenses thereof, regardless of whether said owner shall have concurred to said agreement.

If any owner of a parcel of property who does not pay his pro rata share of the costs and expenses of repair immediately within thirty (30) days after receiving his bill for the same, then such owner's obligation shall be deemed delinquent and the remaining owners of the lots of the property and the Declarant herein shall be entitled, without further notice, to institute legal action for the collection of the amount due from such dissenting owner, and shall be entitled to recover in such action, in addition to the amount due, a penalty of ten percent (10%), plus interest thereon at the rate of ten percent (10%) per annum, until paid, and all costs and disbursements in such action, including, without limitation, such sum as the court may fix as reasonable attorney's fees.

The Board, or Declarant if there is no Board, may contract on a yearly basis for the care and maintenance of said roads. The cost of this maintenance shall be included in the monthly assessments hereinbefore referred to.

The members of the Association may decide to vote whether or not to pave all of the roads within the development. For purposes of voting on this single major expenditure, a voting majority of greater than two-thirds (2/3) of the membership body is required for the affirmative action.

ARTICLE XI

TERM, TERMINATION, MODIFICATION
AND ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES

11.01. Term. This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of thirty (30) years from the date of the recording hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless terminated, modified or amended as provided herein by two-thirds (2/3) of the owners.

11.02. Termination and Modification. This Declaration, or any provisions hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the property or any portion thereof, with the written consent of two-thirds (2/3) of the owners of the property subject to these restrictions; provided, however, that so long as Declarant owns at least twenty percent (20%) of the property subject to these restrictions, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant thereto. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the County Recorder of Riverside County, California.

11.03. Assignment of Declarant's Rights and Duties. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights given to and assumed by Declarant herein. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such assignment, a successor Declarant may be appointed in the same manner as these restrictions may be terminated, extended, modified or amended under Section 11.02 of this Article XI.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.01. Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in

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or to any portion of the property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the property.

12.02. Mutuality, Reciprocity; Runs with Land. All restrictions, covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the property; shall create mutual, equitable servitudes upon each lot in favor of every other lot; shall create reciprocal rights and obligations between the respective owners of all lots and privity of contract and estate between all grantees of said lots, their heirs, successors and assigns; operate as covenants running with the land, for the benefit of all other lots.

12.03. Rights of Mortgagees. All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon the property subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of the property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, and his successors and assigns, shall hold any and all property so purchased subject to all of the restrictions and other provisions of this Declaration.

12.04. Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intend of the particular paragraphs to which they refer.

12.05. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

12.06. Addition of Territory. Declarant may at any time or from time to time during the pendency of these restrictions add to the property which is covered by this Declaration, and upon the recording of a notice of addition to territory containing the provisions set forth in Section 12.07 of this Article XII, the covenants contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration; and thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the owners, lessees and occupants of the lots within the added land shall be the same as in the case of the original land.

12.07. Notice of Addition of Territory. The notice of addition of territory referred to in Section 12.06 of this Article XII shall contain the following provisions:

(a) A reference to this Declaration, which reference shall state the date of recording hereof and the instrument of the records of Riverside County, California, where this Declaration is recorded;

(b) A statement that the provisions of this Declaration shall apply to the added territory in the manner set forth in Section 12.06 of this Article XIII; and

(c) An exact description of the added territory.

12.08. Violation and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association, or any owner or owners of the lots.

12.09. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any of the property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

12.10. Remedies Cumulative. Each remedy set forth in this Declaration shall be in addition to all other remedies, whether available at law or in equity, and all such remedies, whether or not set forth in this Declaration, shall be cumulative and not exclusive.

12.11. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments hereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered hereby, and hereby evidences his intent that all of the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

12.12. Modification of Sale of Lot. Concurrently with the consummation of the sale of any lot under circumstances whereby the transferee becomes an owner thereof or within five (5) business days thereafter, the transferee shall notify the Association, or prior to its formation, Declarant, in writing of such sale. Such notification shall set forth (i) the name of the transferee and the transferor; (ii) the transferee's mailing address; (iii) the street address of the lot purchased by the transferee; and (iv) the date of the sale. Prior to receipt of such notification, any and all communications required or permitted to be given by the Declarant, the Association, the Board, or the Architectural Control Committee, shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

12.13. Notices. All notices and communications desired or required to be sent or delivered hereunder shall be in writing and may be served personally, or shall be mailed, by certified mail, postage prepaid, return receipt requested, as follows:

To Declarant:

To Architectural
Control Committee:

Attention: Architectural
Control Committee

To Association:

GLENOAKS HEIGHTS PROPERTY
OWNERS ASSOCIATION

To any Owner:

At the last address
furnished by such owner
to the Association and
to Declarant.

Notices shall be sent to such other address or addresses as Declarant, the Architectural Control Committee, the Association or any owner may designate in writing from time to time, by giving notice thereof to all of the parties listed above.

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12.14. Discrimination. These conditions, covenants and restrictions shall in no way restrict or prohibit, directly or indirectly, the acquisition, use or occupation of the property because of the sex, race, color, religion, ancestry or national original of anyone acquiring, using or occupying the property.

12.15. Gender. As used in this Declaration, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others, whenever the context so indicates.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the day and year first-above written.

GLENOAKS HEIGHTS ASSOCIATES,
a Limited Partnership

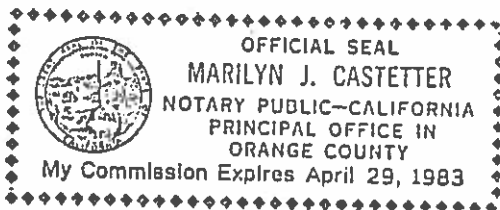
By: [Signature]
General Partner

By: [Signature] GEN PTR

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On September 14, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared James E. Wilson, III

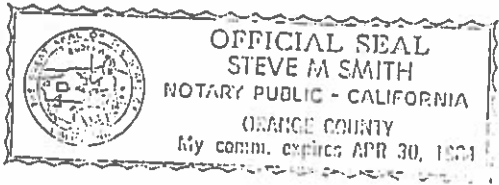
known to me (or proved to me on the basis of satisfactory evidence) to be the General Partner of the Limited Partnership that executed the within instrument, and acknowledged to me that such Partnership executed the same.



[seal]

Marilyn J. Castetter
Marilyn J. Castetter

STATE OF CALIFORNIA,
COUNTY OF Orange } ss.



ON September 14, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared James E. Wilson, General Limited, known to me, to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Steve M. Smith
Notary Public in and for said State.