



Recording Requested By:

Glenoak Hills Community Association
40101 De Portola Rd.
Temecula, California 92592

DOC # 2001-150276

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Page 1 of 17

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County of Riverside

Gary L. Orso
Assessor, County Clerk & Recorder



When Recorded, Return To:

Ralston Management
27919 Jefferson Ave., Suite 206F
Temecula, California 92590

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YEAR 2000 AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
GLENOAK HILLS
A Residential Community

THIS YEAR 2000 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made by the Glenoak Hills Community Association, a California nonprofit mutual benefit corporation, hereinafter referred to as the "Association," with reference to the following Recitals.

RECITALS

WHEREAS, Rancho California, a California partnership, "Declarant," executed a Declaration of Covenants, Conditions and Restrictions affecting certain real property in Riverside County, California, which Declaration was recorded on November 13, 1969, as Instrument No. 116839, Official Records of Riverside County, California (the "Declaration"); and

WHEREAS, the Declaration was subsequently amended by First Amendment to Declaration of Covenants, Conditions and Restrictions, dated December 2, 1969, which amendment was recorded on December 19, 1969, as Instrument No. 129625, Official Records of Riverside County; which Declaration was further amended by Second Amendment to Declaration of Covenants, Conditions, and Restrictions, dated December 3, 1969, which Amendment was recorded on December 19, 1969, as Instrument No. 129626, Official Records of Riverside County; which Declaration was further amended by Assignment of Declarant's rights to Kaiser Aena, a California general partnership, dated March 1, 1971, and recorded March 4, 1971, as Instrument No. 21824, Official Records of Riverside County, California, which Declaration was further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions, dated September 27, 1971, recorded October 22, 1971, as Instrument No. 121035, Official Records of Riverside County, California; which Declaration was further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions, dated June 23, 1977, recorded July 20, 1977 as Instrument No. 137699, Official Records of Riverside County, California; which Declaration was further amended by Fifth Amendment to Declaration of Covenants, Conditions and Restrictions, dated April 10, 1980, recorded May 12, 1980 as Instrument No. 88541, Official Records of Riverside County, California; which Declaration was further amended by Sixth Amendment to Declaration of Covenants, Conditions and Restrictions, dated February 2, 1988, as Instrument No. 28750, Official Records of Riverside County, California; and

WHEREAS, pursuant to Article 9.02 thereof, said Declaration may be amended with the written consent of owners of fifty-one percent (51%) of the lots subject to the Declaration, and the undersigned President and Secretary certify that, to the best of their knowledge, the written consent of at least the required percentage of Association Members has been obtained.

WHEREAS, the Association is a corporation whose members are owners of all the lots within that certain real property described in Exhibit "A."

NOW THEREFORE, Glenoak Hills Community Association desires to amend and restate the Declaration and replace it in its entirety with this restated Declaration, and that this Restated Declaration take the place of and relate back in time to the recording of the original Declaration. Parcel configurations previously approved are not affected by changes contained in this revision.





ARTICLE I

In order to establish and continue the general plan for the improvement and development of Subject Property The Association desires to subject Subject Property to certain covenants, conditions, and restrictions, upon recordation of this restated declaration and subject to which all of Subject Property shall be held, improved and conveyed.

**ARTICLE II
GENERAL PROVISIONS**

2.01 Establishment of Restrictions. The Subject Property is now held and shall hereafter be held, transferred, sold, leased, conveyed, and occupied subject to the restrictions herein set forth each and all of which is and for, and shall inure to, the benefit of and pass with each and every parcel of Subject Property and shall apply to and bind the heirs assignees and successors in interest of The Association and any Owner of any parcel.

2.02 Purpose of Restrictions. The purpose of these restrictions is to insure proper use and development of Subject Property, to protect the Owner of each parcel against improper use and development of surrounding parcels as will depreciate the value of his parcel or interfere with his beneficial use and enjoyment of his parcels to secure and maintain proper setbacks from streets, to prevent haphazard and unsightly improvements, and in general to provide adequately for planned use and development of Subject Property in accordance with the terms hereof.

2.03 Definitions.

- (a) Improvements. "Improvements" shall mean and include buildings, barns, silos, cages, houses, outbuildings, sheds, parking areas, loading areas, fences, walls, poles, signs, streets, alleys, fuel storage tanks, corrals, dog runs, swimming pools, spas and other exterior utilities, and other structures of any type or kind.
- (b) The Association. "The Association" shall mean Glenoak Hills Community Association, a California non-profit corporation, the undersigned, their successors and assigns. The term 'successors and assigns' as used herein, does not include purchasers of an interest in individual parcels from the undersigned.
- (c) Committee. "Committee" shall mean the Architectural Control Committee as described in Article III.
- (d) Common Area. "Common Area" shall mean all real property owned by The Association for the common use and enjoyment of the members.
- (e) Parcel. "Parcel" shall mean each parcel of real property which is a numbered lot on any filed subdivision map for the Subject.
- (f) By-Laws. "By-Laws" shall mean the By-Laws of The Association which are or shall be adopted by The Association.
- (g) Owner. "Owner" shall mean the record Owner, whether one or more persons or entities of a fee simple title to any Parcel which is part of the Subject Property, but excluding those having such interest merely as security for the performance of an obligation.



ARTICLE III
ARCHITECTURAL CONTROL COMMITTEE

3.01 Composition of the Committee. There is a three (3) member Architectural Control Committee (hereinafter referred to as the Committee) which is and shall always be composed of Glenoak Hills homeowners. The majority of the Committee may designate one member of the Committee as a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In any event, the Committee will insure that one new appointment will be made at least every three (3) years. All members shall be capable of understanding blue prints to an extent necessary to insure compliance with the CC&R's. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the Owners of a majority of the parcels shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to restore to said Committee any of its powers and duties.

3.02 Committee Approval. The Committee's approval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and such plans and specifications shall be deemed approved as submitted.

No building, fence, planting or landscape program, sign, excavation, grading, land clearing, or other improvement shall be erected, placed, altered or performed on any parcel until the construction plans and a plot plan showing the location of the building or improvement on the parcel have been approved by the Committee as to the quality of workmanship and materials, harmony of exterior design with existing structures, location, enhancement of (or detracting from) the value of surrounding parcels and general esthetic appearance. Plans for major buildings as outlined in section 4.07 shall have a California licensed architect's stamp and original signature of responsibility. After the construction plans, specifications, and other data have been approved, members of the ACC may enter upon the parcel to inspect progress of the improvement and to determine if construction is proceeding according to the approved plans.

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.

The Association shall be subject to compliance with the Covenants, Conditions, and Restrictions applicable to Association property.

3.03. Liability of the Committee. Neither The Association, the members of the Committee or its representative, their successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any Owner or lessee of any parcel affected by the 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 parcel within Subject Property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against The Association, the members of the Committee, or its representative, to recover any such damages.



ARTICLE IV
REGULATION OF IMPROVEMENTS

4.01 Minimum Setback Line.

- (a) **General.** No structure of any kind, and no part thereof, shall be placed on any parcel 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 pipe lines;
 - (3) Conduits;
 - (3) Ditches;
 - (5) Water works facilities for the production and distribution of water primarily for irrigation purposes;
 - (6) Fences;
 - (7) Streets and alleys.
- (b) **Setback.** The setback line is established thirty-five (35) feet from all street property lines and twenty (20) feet from all other adjoining property lines except that no structure or improvement except those listed in 4.01 (a) (1) - (5) and (7) shall be erected nearer than a minimum of forty (40) feet from the point of intersection of any two (2) streets or highway lines; provided, however, if the Committee shall determine that extenuating circumstances exist with respect to any Parcel that would cause conformance to the setback minimums to result in undue hardship on the Owner of the Parcel, the Committee may approve such setback as may be reasonable.
- (c) **Slope Easements.** Slope easements at a ratio of 2:1 are reserved for improvement of streets to ultimate standards.

4.02 Landscaping. Within one year after completion of the residential structure on any parcel, the landscaping of the parcel shall be completed. The plans showing areas to be planted and areas to be left natural shall be submitted to the Committee within six (6) months after final inspection approval of the residential structure by the County Building Inspector.

4.03 Completion of Construction.

- (a) **Completion.** After commencement of construction of any structure or improvements the work thereon shall be diligently prosecuted, to the end that the structure or improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.
- (b) **Occupancy.** No structure shall be occupied in any manner prior to completion thereof in accordance with Plans and Specifications approved in accordance with Article V, and the receipt of a Riverside County Building and Safety Department final inspection approval. Owner shall notify the Committee in writing of the date of such approval.





4.04 Fencing. All parcels on which animals of any type or poultry are maintained shall be adequately fenced so as to keep said animals on that Parcel. Unattended animals or fowl are not permitted on the streets. Fencing, or walls, ornamental iron or any equivalent for any purpose must be approved by the Committee. Pictures and drawings of types of approved fencing can be obtained from the Committee. In general, fencing material must have the appearance of wood post-and-rail. This material may be faced with wire as long as the appearance of wood post-and-rail fencing is maintained. Corrals of other materials such as pipe may be approved but must be within approved perimeter fencing. Entrance gate installations, security around swimming pools, gardens, or other provisions for screening or security may consist of fencing as outlined above or by walls, ornamental iron, lattice or solid wood fencing which is consistent with the style and trim of the house. The maximum height for perimeter fencing is six (6) feet.

4.05 Excavation and Grading. All excavations shall be done in compliance with the Riverside Grading Ordinance and shall be certified by a California Licensed Soils Engineer. Land clearing for any purpose shall be followed within thirty (30) days (90 days during dry summer months) by planting of slopes for erosion control purposes.


4.06 Signs.

- (a) No signs shall be permitted, other than the following:
 - (1) Those identifying the name or names of the Owner(s) or occupant of the premises and the name of the Ranch; and
 - (2) Those offering the premises for sale or lease, and which shall not exceed five (5) square feet in total area.
- (b) All signs shall only be of such size, design, color and location as are specifically approved by the Committee referred to in Article III in writing.
- (c) Nothing herein contained shall prohibit or restrict the right of an Owner to display on any parcel a sign of customary and reasonable dimensions advertising the property for sale.

4.07 Building Regulations.

- (a) Plans. Plans for a residence and any other structures to be built must be approved by the Committee. Buildings must be of the quality and design generally associated with custom homes, and have a California Licensed Architect's stamp and original signature of responsibility. No used buildings including buildings previously constructed on other property may be moved onto any parcel. Trailers, mobile homes, lean-tos, above ground pools or metal accessory buildings of any type shall not be permitted, except that the ACC may approve a written request for the placement of a recreational vehicle or trailer with Sanitary Facilities on a parcel during construction of a residence. The buildings which may be constructed on any parcel shall be a single family residence, a guest cottage without cooking facilities, an accessory building and a garage.
- (b) Size. The single-family residence shall contain a minimum of twenty-five hundred (2500) square feet, excluding the garage and overhangs. A fully enclosed garage, containing at least four hundred forty (440) square feet, is required. Any guest cottage, accessory building or garage constructed on any parcel shall conform in architectural design and exterior material to the finish of the residential structure on the Parcel but shall not contain a square foot area which shall be greater than twice the total square foot area contained within such residential structure.



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- (c) **Height.** No building structure shall be more than one (1) story in height or exceed eighteen (18) feet in height above the graded pad. Residential buildings constructed on hillsides may use the area under the main floor for additional living area.
- (d) **Roofs.** All roofs shall be constructed of either mission or concrete tile and shall not be constructed of asbestos composition flat shingles or rock. Except as herein expressly provided no projection of any type shall be placed or permitted above the roof of any building structure with the exception of chimneys and vent stacks." No overhang or overhang supports shall be constructed or erected on any Parcel which will interfere with the view of any Owner of any Parcel. No air conditioning units, ducts, conduits or pipes shall be exposed on the roof of any building structure. The committee must approve any radio or television antenna, satellite dish or other equipment or apparatus for transmitting or receiving transmissions to the extent such antennas must be allowed by any applicable statute or law.
- (e) The Association shall comply with all CC&R's to the extent that they are applicable. The Board of Directors retains approval authority regarding property of The Association.

4.08 Maintenance and Storage.

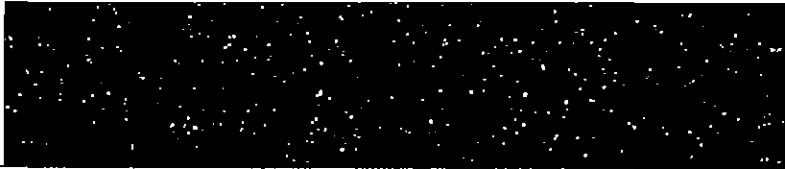
- (a) Any building or structure of whatever type shall be properly maintained. Rubbish and debris shall be promptly removed. Unimproved parcels shall be maintained as closely as possible to their natural state, consistent with fire and safety regulations. All landscaping, groves and orchards shall be maintained in a neat and orderly condition and be in compliance with fire and safety regulations.
- (b) No materials, supplies, large vehicles, motor homes, boats, trailers or equipment including inoperable vehicles, shall be stored in any area on a Parcel except inside a closed building or within a screened area. Storage for trash and debris shall be within a visual barrier screened area of a maximum of fifty (50) square feet. Outdoor clothes lines shall be screened from view. All screening and its location shall require committee approval. Responsibility for screening rests with the property Owner whose condition requires screening.
- (c) Fuel storage tanks, solar installations, or other exterior utilities shall be so located, blended, and shielded by fencing, wall and/or landscaping so as to minimize their being viewed from the street or any other Parcel.

4.09 Preservation of Trees. No trees now or hereafter located on any portion of the Subject Property shall be removed, cut down or in any way damaged or destroyed without the prior written approval of the Committee, except this Article shall not apply to trees planted for commercial purposes.

4.10 Plants. No plants infested with noxious insects or plant diseases shall be brought upon, grown, or maintained upon any Parcel. The Association or the Committee or their agents shall have the right to enter upon any Parcel and, at the expense of the Owner of the Parcel, remove infested or diseased plants and/or spray the same and/or take measures as either may reasonably deem necessary to protect the Subject Property from the spread of such infection.

Ornamental plantings and trees shall not unduly impede view from neighboring parcels. Planting and trees attaining a height which would cause view interference shall be periodically trimmed and cut back as necessary.





4.11 Virus Free Grapes. No grape vines shall be planted, stored, or transported across any portion of Subject Property, unless prior to such planting, storage, or transportation across any portion of the Subject Property of any grape vines, the person or persons undertaking such activity shall secure a certificate from the University of California Agricultural Extension Service that such grape vines are "virus-free" and such certificate shall be delivered to the Committee.

4.12 Utilities. All telephone and power utility services are to be run underground from homesite and other improvements to the streets.

**ARTICLE V
ENFORCEMENT**

5.01 Abatement and Suit. Violation or breach of any restriction herein contained shall give to The Association the right to enter upon the property on which said violation or breach exists and to summarily abate and remove, at the expense of the Owner or lessee thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, 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.

5.02 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 equity against an Owner or lessee, either public or private, shall be applicable against every such result and may be exercised by The Association.

5.03 Administrative Costs and Attorney's Fees.

- (a) In any case wherein an Owner commences or permits the commencement of any major improvement without written Committee Approval or takes other actions requiring Committee Approval, as outlined in paragraph 3.02 prior to receipt thereof, an administrative fee of Five Hundred Dollars (\$500) may be charged against the parcel by the Board of Directors. Major improvements include: residences, residence additions, fences, guest homes or pool. Other actions requiring Committee approval include grading, initiation of excavation, placement of trailer or materials on parcels or other clear indications of impending construction activity.
- (b) In any case wherein an Owner willfully neglects to respond to a written notice of violation, an administrative fee of Fifty Dollars (\$50) may be charged to the parcel by the Board of Directors.
- (c) In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision thereof, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties in such amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

5.04 Inspection. Generally, Association Officers may not enter any Owner's lot without first obtaining the Owner's permission. However, in case of emergency, if the Owner cannot be contacted, The Association may enter the lot after notifying the proper law enforcement agency of its intent. Otherwise, such entry is only allowed by a court order, unless procedures allowed in paragraph 5.01 are being pursued.





5.05 Failure to Enforce not a Waiver of Rights. The failure of The Association or any property Owner to enforce any restriction 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.

5.06 Liability. Any member or guest who willfully or negligently defaces, injures or destroys property or equipment of The Association or other property Owners shall be held liable for the full value thereof, otherwise any member whose guest causes damage or destruction.

ARTICLE VI
REGULATION OF OPERATION AND USES

6.01 Permitted Operations and Uses. All parcels shall be used only for single family residential purposes and, unless otherwise specifically prohibited herein, any agricultural operation and use will be permitted if it is performed or carried out so as to not violate any provisions of these covenants, conditions and restrictions or cause or produce a nuisance to adjacent Parcels.

6.02 Prohibited Operations and Uses. The following operations and uses are prohibited:

- (a) All industrial, manufacturing or commercial, including the drying, packing, canning, freezing and other methods of processing fruits, nuts, vegetables and other agricultural products on any Parcel.
- (b) Trailer courts or trailers.
- (c) Junk yards or dumps.
- (d) Drilling for and/or the removal of oil, gas or other hydrocarbon substances.
- (e) Farm labor camps.
- (f) Community auctions and sales yards.
- (g) Poultry raising except for family use.
- (h) Animal raising (except two (2) cats and/or three (3) dogs, plus small household pet animals per household. No more than three (3) large animals, i.e. cows and/or horses averaged over the year, per full acre of any Parcel, and all such animals shall be suitably housed and retained. All dogs at all times shall be either on parcel or on a leash.
- (i) Unlicensed motorcycles and off-road recreational vehicles shall not be operated within the Glenoak Hills area. Motorcycles and off-road vehicles, licensed or not, shall not be operated off-road for recreational purposes.
- (j) Trails and raceways for operation of vehicles listed in paragraph 6.02(i) above shall not be established or maintained in the Glenoak Hills area.

6.03 Streets. Streets or roads in any and all Parcels of Subject Property shall be used only for streets, roads and other vehicular access.



6.04 Subdivision Regulations. No Owner, lessor or occupant of any portion of Subject Property, except The Association shall subdivide any portion of subject Property in any manner including, without limitation, the filing of subdivision maps, parcel splits or sales or leases without the prior written approval of the Committee, which approval shall be requested in the manner provided for in Article 3.02. The Committee shall consider the shape and location of any and all subdivided property as to its aesthetic appearance, enhancement or detracton from the value of surrounding parcels and conformity with planned streets and highways, traffic density and effect on rural atmosphere.

6.05 Rental or Leasing of Glenoak Hills Residences. Rental or leasing of Glenoak Hills residences shall be reported by the Owner to The Association within ten (10) days after tenant occupancy. Information shall include tenant's name, the term period of the lease or rental agreement, and delegation of rights to utilize Association common property as provided by Article VIII. The Owner shall require any tenant or lessee to adhere to all provisions of the Covenants, Conditions and Restrictions and shall provide the tenants with a copy thereof.

ARTICLE VII ASSOCIATION

7.01 Membership. The Association shall be composed of all the Owners of Parcels within Subject Property and each Owner shall be required to maintain his membership in The Association. An Owner of a Parcel shall automatically be a member in The Association upon becoming an Owner of said Parcel and shall remain a member of The Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall cease automatically. Membership in The Association is appurtenant to and runs with each Parcel comprising subject Property. In case there be more than one record Owner of a Parcel, only one of the record Owners will be recognized as a member, as selected by the several record Owners. In default of such selection, the Board of Directors of The Association shall select one of the record Owners of the Parcel to be a member.

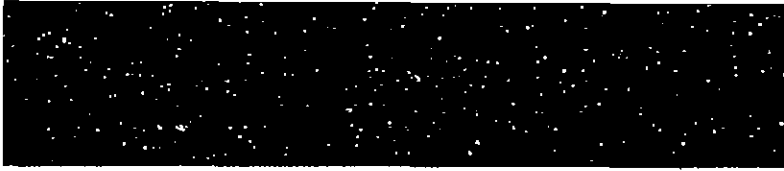
7.02 Assessments. Prior to the end of each fiscal year, the Board of Directors of The Association shall cause to be prepared an estimated budget of operating expenses for the succeeding fiscal year. The fiscal year is to coincide with the tenure of the Board. The Board of Directors shall thereupon compute the assessment due against each member who owns a Parcel by dividing the amount estimated for operating expenses by the number of Parcels owned by the members. No member shall be subject to dues or assessments other than as computed in accordance with this paragraph without his written consent. Except in emergencies, the assessment shall not exceed Fifteen Dollars (\$15) per Parcel per month subject to the increase in the same proportion as the United States Bureau of Labor Statistics Cost of Living Index -- all items Los Angeles area increases over said Cost of Living Index for the month of June, 1977, unless increase by a resolution passed by two-thirds (2/3) of the votes of the membership of The Association voting in person or by proxy at a meeting called for that purpose. An emergency is an extraordinary expense that is:

- (a) Required by a court order, or
- (b) Necessary to repair or maintain the common property or any part of it for which The Association is responsible when a threat to personal safety is discovered.

The assessment, when made shall constitute a personal obligation of the person owning the parcel at the time the assessment is due, as well as constitute a lien on the terms and conditions as set forth in this Declaration. The monthly assessment of each parcel shall commence on the date title to the parcel is conveyed by The Association to the purchaser thereof.

The assessment shall attach to each parcel and shall be the obligation of the Owner.





Fifteen (15) days after any assessment shall become due and payable, it shall become delinquent, and it shall continue delinquent until the full amount is discharged or collected, including interest thereon at seven percent (7%) per annum. At any time after any assessment becomes delinquent, The Association may record a Notice of Lien with the Riverside County Recorder. Such notice of lien shall state the amount of the claim or delinquency and interest which is accrued thereon, the description of the parcel against which it has been assessed, and the name of the record or reputed Owner of that parcel. Said Notice of Lien shall be signed by an officer of The Association. It shall create a lien upon the parcel described in the amount set forth. In no event shall a Declaration of Homestead be prior to such lien, even though the lien is recorded after the Declaration of Homestead. The lien shall continue until fully paid or satisfied. When this lien has been fully paid or satisfied, a formal notice releasing the lien must be recorded.

Each lien recorded pursuant to these covenants, conditions and restrictions may be foreclosed in the same manner as provided by the Laws of the State of California for the foreclosure of a mortgage or deed of trust on real property or for the foreclosure of this type of lien.

7.03 Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall not be subordinate to the lien of any deed of trust or mortgage except a deed of trust or mortgage that is of record prior to the lien for the assessments provided for herein (such deed of trust or mortgage is herein referred to as a 'prior trust deed'). Sale or transfer of any Parcel shall not affect the assessment lien. The sale or transfer of any Parcel pursuant to a decree of Foreclosure or proceeding in lieu of foreclosure of any prior trust deed shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer; however, no such sale or transfer shall release such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII
PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

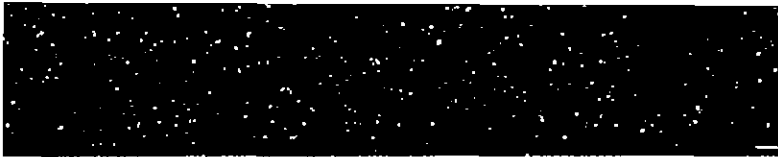
Each member shall be entitled to the use and enjoyment of the real property and facilities owned by The Association. Any member may delegate his rights of enjoyment of the real property and facility owned by The Association to the members of his family, or to his tenants or contract purchasers who reside on the property. Such member shall notify the Secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

ARTICLE IX
TERM, TERMINATION, MODIFICATION AND
ASSIGNMENTS OF THE ASSOCIATION'S RIGHTS AND DUTIES

9.01 Term. This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect until January 1, 2027. Thereafter, it shall be automatically extended for successive periods of ten (10) years, until the membership of The Association decides to terminate it.

9.02 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 Subject Property or any portion thereof, with the written consent of the Owners of fifty-one percent (51%) of the parcels subject to these restrictions.





9.03 Assignments of The Association's Rights and Duties. Any and all of the rights, powers and reservations of The Association herein contained may be assigned to any persons, corporation or association which will assume the duties of The Association 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 and powers and be subject to the same obligations and duties as are given to and assumed by The Association herein. The term 'The Association' as used herein includes all such assignees and their heirs, successors and assigns. If at any time The Association ceases to exist and has not made such an assignment, a successor to The Association may be appointed in the same manner as these restrictions, may be terminated, extended modified or amended under Section 9.02 of this Article IX.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.01 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of Subject 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 acquires an interest in the Subject Property.

10.02 Rights of Mortgagees. All restrictions and provisions herein contained shall be deemed 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 Subject 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.

10.03 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 Subject Property; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective Owners of all parcels and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns; and shall, as to the Owner of each parcel, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other parcels.

In Witness Whereof, the undersigned have executed the 2000 amended and restated declaration of Covenants, Conditions and Restrictions this 29th day of MARCH, 2001.

Glenoak Hills Community Association:

By William G. Godfrey President
WILLIAM G. GODFREY

By Carol Goetting Secretary
CAROL GOETTING

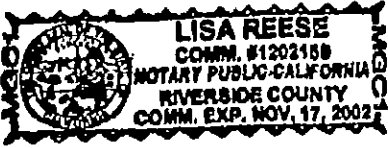




ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of RIVERSIDE } ss.
On MARCH 29, 2001 before me, THE UNDERSIGNED NOTARY PUBLIC
(DATE) (NOTARY)
personally appeared WILLIAM G. GODFREY
SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lisa Reese
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
- TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

AMENDMENT TO CC & R'S
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT
OF
SIGNER

Top of thumbprint here

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE

SS.

On APRIL 4, 2001

before me,

THE UNDERSIGNED NOTARY PUBLIC

personally appeared

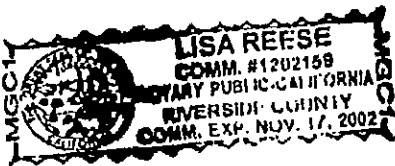
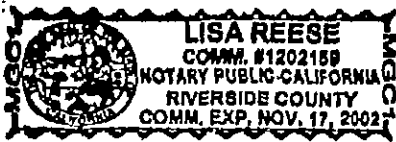
CAROL GOETTING

(INITIALS)

SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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NAME OF PERSON(S) OR ENTITY(IES)

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OF
SIGNER





ROADWAY ACCESS EASEMENT

Easements for roadway and public utility purposes to be used in common with others, in and over strips of land over that portion of the Rancho Pauba, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Luis Vignes by Patent dated January 19, 1860, and recorded in Book 1, page 45 of Patents, in the office of the County Recorder of San Diego County, State of California, the center lines of which are described as follows:

- (i) A 110.00 foot strip of land over that portion of said Rancho Pauba, the center line of which is described as follows:

Beginning at the northeasterly terminus of that certain course described as having a bearing and length of "north 67° 21' 01" East 1135.06 feet" in the northwesterly boundary of that certain parcel of land described as PURCHASE PARCEL L-3 in deed to John W. Phelps et al, recorded on June 9, 1967, as Instrument No. 49694, of Official Records, in the County Recorder's Office of said County of Riverside; thence along said certain course South 67° 21' 01" West 1135.06 feet to the beginning of a tangent curve concave southeasterly and having a radius of 2000.00 feet; thence southwesterly along said curve through a central angle of 21° 47' 18" a distance of 760.56 feet; thence tangent to said curve South 45° 33' 43" West 2000.79 feet to the beginning of a tangent curve concave southeasterly and having a radius of 2000.00 feet; thence southwesterly along said curve through a central angle of 35° 37' 32" a distance of 1243.57 feet; thence tangent to said curve South 9° 56' 11" West 701.60 feet to the beginning of a tangent curve concave northwesterly and having a radius of 1200.00 feet; thence southwesterly along said curve through a central angle of 53° 22' 34" a distance of 1117.91 feet; thence tangent to said curve South 63° 18' 45" West 1450.70 feet to the beginning of a tangent curve concave southeasterly and having a radius of 2000.00 feet; thence southwesterly along said curve through a central angle of 25° 40' 17" a distance of 896.10 feet; thence tangent to said curve South 37° 38' 28" West 902.90 feet to the beginning of a tangent curve concave northwesterly and having a radius of 5000.00 feet; thence southwesterly along said curve through a central angle of 10° 43' 01" a distance of 935.23 feet; thence tangent to said curve South 48° 21' 29" West 840.67 feet to the beginning of a tangent curve concave southeasterly and having a radius of 2800.00 feet; thence southwesterly along said curve through a central angle of 38° 17' 35" a distance of 1871.35 feet; thence tangent to said curve South 10° 03' 43" West 1189.56 feet to the beginning of a tangent curve concave northwesterly and having a radius of 1200.00 feet; thence southwesterly along said curve through a central angle of 31° 33' 30" a distance of 660.96 feet; thence tangent to said curve South 41° 37' 24" West 1772.19 feet.

- (ii) A 66.00 foot strip of land over that portion of said Rancho Pauba, the center line of which is the center line of that certain 66.00 foot strip of land described as Roadway Access Easement (vi) in deed to Robert L. Unger et ux, recorded on December 30, 1966, as Instrument No. 123986 of said Official Records.

Grantor hereby reserves the right to dedicate Roadway Access Easements herein above described for roadway and utility purposes together with slope easements adjoining said Roadway Access Easements (i) and (ii) at a ratio of 2:1 as required by governmental agencies.

PURCHASE PARCEL

That portion of said Rancho Pauba, described as follows:

Beginning at the southeasterly terminus of that certain course described as having a bearing and length of "North 44° 26' 17" West 1841.72 feet" in the southwesterly boundary of that certain parcel of land described as PURCHASE PARCEL L-3 in deed to John W. Phelps et al recorded on June 9, 1967 as Instrument No. 49694, of said Official Records; thence along said certain course North 44° 26' 17" West 1841.72 feet to the center line of Roadway Access Easement (i) above described; thence southwesterly along said center line and following the same in all its various courses and curves to the westerly terminus of that certain course described as having a bearing and length of "South 70° 1' 50" East 1384.63 feet" in the northerly boundary of that certain parcel of land described as "Palomar Parcel 5-A" in deed to Palomar Land Company,

EXHIBIT "A"

1





recorded on May 4, 1966 as Instrument No. 46655, of said Official Records; thence along said boundary, the following courses: South 70 11'50" East 1384.63 feet and south 72 06'56" East 1546.93 feet; thence South 26 47'33" West 1013.96 feet; thence North 69 03'02" West 1150.53 feet; thence South 72 11'09" West 817.28 feet; thence South 26 00'40" East 323.84 feet; thence South 79 16'02" East 2024.66 feet; thence South 26 04'20" West 364.09 feet; thence South 48 55'01" West 890.31 feet; thence South 47 22'40" East 1441.82 feet; thence South 23 31'30" East 1206.12 feet to the easterly boundary of said Rancho Pauba; thence along said easterly line North 24 25'18" East to the point of beginning.

EXCEPTING THEREFROM that portion thereof which lies within that certain parcel of land described as PURCHASE PARCEL L-6 in deed to Robert L. Unger et ux, recorded on December 30, 1966 as Instrument No. 123986, of said Official Records.

ALSO EXCEPT THEREFROM that portion lying northerly of a line which bears North 44 26'17" West and passes through a point in the easterly line of said land distant thereon South 24 15'18" West 1090.77 feet from the northeast terminus of said land.

ALSO EXCEPTING THEREFROM that portion described as follows:

Beginning at the southerly terminus of that certain curve having a radius of 2000.00 feet and a length of 896.10 feet in Roadway Access Easement (i) hereinabove described; thence northerly along said curve 346.25 feet through a central angle of 9 55'09"; thence south 51 46'15" East 265.65 feet; thence South 86 21'00" East 329.15 feet; thence North 85 06'56" East 338.05 feet; thence South 58 59'14" East 209.01 feet; thence South 82 40'14" East 348.83 feet to the beginning of a tangent curve concave to the South having a radius of 500.00 feet; thence (easterly along said curve 112.11 feet through a central angle of 12 50'50"); thence tangent to said curve South 69 49'24" East 183.69 feet to a point in a non-tangent curve concave to the East having a radius of 300.00 feet a radial line to said point bears North 69 49'24" West, thence southerly along said curve 45.21 feet through a central angle of 8 38'05"; thence South 78 27'29" East 30.00 feet to the "TRUE POINT OF BEGINNING"; thence South 11 32'31" West 58.74 feet to the beginning of a tangent curve concave to the east having a radius of 2480.00 feet; thence southerly along said curve 284.39 feet through a central angle of 6 34'13"; thence tangent to said curve South 04 58'18" West 103.71 feet to the beginning of a tangent curve concave to the East having a radius of 480.00 feet; thence southerly along said curve 106.78 feet through a central angle 12 44'42"; thence tangent to said curve South 07 46'24" East 83.27 feet to the beginning of a tangent curve concave to the Northeast having a radius of 16.00 feet; thence southeasterly along said curve 28.66 feet through a central angle of 102 37'33" to a point of reverse curve concave to the Southeast having a radius of 450.00 feet; thence northeasterly along said curve 13.84 feet through a central angle of 1 45'46"; thence tangent to said curve North 71 21'49" East 110.05 feet to the beginning of a tangent curve concave to the South having a radius of 180.00 feet; thence easterly along said curve 34.51 feet through a central angle of 10 59'03"; thence North 07 44'11" East 158.68 feet; thence North 21 30'23" East 350.00 feet; thence North 31 01'50" West 121.65 feet; thence North 83 34'07" West 209.60 feet to a point in a non-tangent curve concave to the East having a radius of 270.00 feet a radial line to said point North 75 21'48" West; thence southerly along said curve 14.58 feet through a central angle of 3 05'41" to the "TRUE POINT OF BEGINNING."

PURCHASE PARCEL contains 1316.239 Acres in gross.

Reserving unto Grantor, its successors and assigns, non-exclusive easements appurtenant to the lands of Grantor, as described in a deed from Vail Company, to Rancho California, dated November 25, 1964, recorded December 4, 1964, in Book 3868, Page 233, records of Riverside County, California, for roadway and utility purposes and with the additional right of Grantor or its successors to dedicate these easements for roadway and utility purposes together with slope easements adjoining said easements at a ratio of 2:1 as required by governmental agencies over the following described strips of land:

A 110.00 foot strip of land over a portion of the said Rancho Pauba the center line of which is described as follows:



2001-150276
84/10/2001 08.000
16 of 17

All of Roadway Access Easement (i) above described. EXCEPT THEREFROM any portion thereof not included within PURCHASE PARCEL above described.

A 66.00 foot strip of land over a portion of said Rancho Pauba the center line of which is described as follows:

All of Roadway Access Easements (ii) above described. EXCEPT THEREFROM any portion thereof not included within PURCHASE PARCEL above described.

Reserving therefrom an easement for roadway access and water pipeline and related appurtenances over that portion of said land being a strip of land 25.00 feet wide, with slope easements adjoining said easement at a ratio of 2:1, the center line of which is described as follows:

Beginning at the southerly terminus of that certain curve having a radius of 2000.00 feet and a length of 896.10 feet in Roadway Access Easement (i) hereinabove described; thence northerly along said curve 346.25 feet through a central angle of 9 55'09" to the 'TRUE POINT OF BEGINNING'; thence south 51 46'15" East 265.65 feet; thence South 86 21'00" East 329.15 feet; thence North 85 06'56" East 333.05 feet; thence South 58 59'14" East 209.01 feet; thence South 82 40'14" East 348.83 feet to the beginning of a tangent curve concave to the South having a radius of 500.00 feet; thence easterly along said curve 112.11 feet through a central angle of 12 50'50"; thence tangent to said curve South 69 49'24" East 183.69 feet to a point in a non-tangent curve concave to the East having a radius of 300.00 feet a radial line to said point bears North 69 49'24" West; thence southerly along said curve 45.21 feet through a central angle of 8 38'05"; thence south 73 27'29" East 30.00 feet.

THE LAND DESCRIBED IN PURCHASE PARCEL ON PAGE 3 OF EXHIBIT "A" ALSO INCLUDES THE LAND SHOWN AS LOTS 1 TO 100 INCLUSIVE OF TRACT 3958, AS SHOWN BY MAP RECORDED IN BOOK 63, PAGES 68 TO 84, INCLUSIVE, OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.



2001-150276
04/10/2001 00 00A
17 of 17

EXHIBIT "A"

3