

113512

TICOR TITLE INS CO
Recording requested by and
when recorded return to:

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

Attn.: Legal Department

N.F. Brennan
20703 Sky Terrace Dr
RECEIVED FOR RECORD
May 28 1985
MAY 28 1985
Recorded in Official Records
of Riverside County, California
William E. Smith
RECORDER
Page 1 of 1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STARLIGHT RIDGE SOUTH
A Residential Planned Development

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

113517

KATIE DEVELOPMENT COMPANY,
a California corporation

by [Signature]
its duly authorized Agent

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.

On May 24, 1983 before me, the undersigned, Notary Public in and for said State, personally appeared Jeffrey L. Minkler personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the agent of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: [Signature]
Lynn E. Hillis



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RECEIVED FOR RECORD
Fees: Post 2/20/85 2.00

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RECORDED

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FOR
STARLIGHT RIDGE SOUTH
A Residential Planned Development

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
STARLIGHT RIDGE SOUTH

This Declaration of Covenants, Conditions and Restrictions,
dated as of May 24, 1985 by Kaiser Development Company, a
California corporation ("Declarant").

W I T N E S S E T H:

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

Lots 1 through 48, inclusive, of Tract 20079-1, as per
map recorded in Book 150, Pages 28 through 34, of Maps,
in the Office of the County Recorder of Riverside
County.

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

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

C. Declarant deems it desirable to impose a general plan for
the development, maintenance, improvement, protection, use,
occupancy and enjoyment of the Project and to establish, adopt and
impose covenants, conditions and restrictions upon the Project for

the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of the Project.

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

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

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

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

1. DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) "Private Property Native Open Space" shall mean and refer to the relatively untouched original native vegetation, planted trees, drainage devices and irrigation system described in Exhibit "D" attached. The Private Property Native Open Space of the Property are further depicted in the drawing marked Exhibit "D-1"

attached. The Private Property Native Open Space within the Annexable Property are described in Exhibit "E" and depicted in Exhibit "E-1" attached.

117512 (s) "Project" shall mean and refer to the Property and additional real property including all improvements constructed thereon, as is hereafter annexed to the Property pursuant to this Declaration.

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

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

(v) "Residential Lot" or "Residential Lots" shall mean and refer to any of Lots 1 through 48, inclusive, of Tract 20079-1 including the Private Property Native Open Space and improvements now or hereafter thereon, within the Project which are or will be improved with a detached single family dwelling, and such other "Residential Lot" or "Residential Lots" as shall be within any additional real property hereafter annexed pursuant to this Declaration.

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

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

2. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

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

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

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

(2) Class B. Class B Member shall be the Declarant and shall be entitled to three votes for each Residential Lot owned (including any Residential Lot annexed pursuant to Section 12). The Class B membership shall cease and be converted to Class A

membership on the happening of any of the following events,
whichever occurs earlier:

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

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

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

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

3. POWERS, RIGHTS, AND DUTIES OF THE ASSOCIATION

The Association shall have the powers, rights and duties, in addition to those provided elsewhere in this Declaration, the Articles of Incorporation and the By-laws to: (i) enforce and comply with the provisions of this Declaration; (ii) levy

assessments and perfect and enforce liens as hereinafter provided; (iii) borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners; provided, however, that the vote of a majority of each class of Members shall be required to borrow in excess of 5% of the budgeted gross expenses of the Association for that fiscal year and (iv) make reasonable Rules and Regulations for the operation and use of the Project and to amend them from time to time.

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

4. ASSESSMENTS AND LIEN.

(a) Creation of Obligation and Lien. Each Owner, including Declarant, shall have a personal obligation to pay all assessments, charges and other monetary sums which are duly levied against his Residential Lot by the Association and become due while he is the Owner of such Residential Lot. Such assessments, charges and other sums are also hereby established as charges upon the Residential Lot to which they relate and shall be a lien thereon.

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

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

(1) Regular monthly maintenance assessments equal to the Owner's proportionate share of the actual or estimated cost of all

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

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

(3) Special assessments for capital expenditures or other purposes all on the same basis as for regular assessments, provided that in any fiscal year, the Board may not, without the vote or written consent of a majority of Association Members other than Declarant, levy special assessments to defray costs of any action or undertaking on behalf of the Association which in the aggregate exceed 5% of the budgeted gross expenses of the Association for that fiscal year.

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

The Board may not, without the vote or written consent of a majority of Association Members other than the Declarant, impose a

regular annual assessment per Residential Lot which is more than 20% greater than the regular annual assessment for the immediately preceding year.

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

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

(e) Lien. Such assessments (including late charges, interest, collection, attorneys' fees and other costs) shall, if not paid within thirty (30) days of the due date, become a lien upon the Owner's Residential Lot and shall continue to be such a lien until fully paid, subject to the following conditions provided, however, that an assessment levied by the Association as a monetary penalty as a disciplinary measure for failure of a Member to comply with the governing instruments or as a means of reimbursing the Association for costs incurred by the Association in the repair of the Landscape Maintenance Areas for which the Member was allegedly responsible or in bringing the Member and his subdivision interest into compliance with the governing instruments may not be characterized nor treated as an assessment which may become a lien against the Owner's Residential Lot enforceable by a power of sale or other nonjudicial procedure provided for by the laws of the State of California:

(1) Such lien shall become effective against any such Residential Lot only upon the recordation by the Association of a Notice of Lien, in the Office of the County Recorder of Riverside

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

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

(3) Any such lien shall not defeat nor render invalid the lien of any first Mortgage or first Deed of Trust affecting any Residential Lot made in good faith and for value and recorded in the office of said County Recorder prior to the recordation of any such lien, and any such lien shall be subordinate and subject to the lien of any such prior recorded first Mortgage or first Deed of Trust. Any person who acquires title to a Residential Lot by or through trustee's sale or foreclosure of a first Mortgage or first Deed of Trust shall take such title free of the lien hereof for all assessments which accrued up to the time of such trustee's sale or foreclosure, but subject to the lien hereof for all assessments and charges subsequently accruing.

(g) Foreclosure. The Association is hereby vested with the right and power to bring, at its option, any and all actions against an Owner for the collection of said assessments which are not paid when due, and to enforce the aforesaid lien by any and all methods available for the enforcement of contractual obligations or liens including, without limitation, the right to bring a personal

action against the Owner on such debt, the right to foreclose such lien in any method provided by law for foreclosure of a mortgage, and the right to sell the Owner's interest by power of sale, which may be enforced by the Association, its attorney or other person authorized to bring such action or make such sale. A sale of an Owner's interest by power of sale shall be conducted in the same manner provided in California Civil Code §§2924, 2924a, 2924b, 2924c, 2924f and 2924g (or any similar statutory provisions that may hereafter exist) for the foreclosure by power of sale of mortgages. Such provisions shall be applied and adapted to the foreclosure of the lien by power of sale to the fullest extent reasonably possible and consistent in view of the differences between the lien and mortgages generally (for example, "trustor" as used in the statute would refer to the delinquent "Owner" and "beneficiary" would refer to the "Association"). The Association shall have the power to bid in its own name on the property sold, and to hold, lease, mortgage and convey the same for the benefit of all the Owners. All rights and remedies granted to the Association hereunder shall be cumulative and the exercise of one or more rights or remedies shall not constitute a waiver or election preventing the use of other rights or remedies. The Association shall be entitled to collect from a defaulting Owner all costs and attorneys' fees incurred in connection with pursuing the collection of said assessments and/or the enforcement of said lien.

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

5. INSURANCE.

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

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

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

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

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

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

(3) Fidelity. A fidelity bond or insurance for directors, officers, trustees, employees and volunteers responsible for handling funds collected and held for the Association or Owners,

naming as insured the Association for an amount sufficient to cover at least one and one-half times the Association's estimated annual operating expenses and reserves.

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

(b) Optional Insurance Coverage. The Association, acting at its option and by and through the Board of Directors, may purchase such other insurance as it may deem necessary or appropriate, including, but not limited to Officers and Directors errors and omissions insurance covering the officers and members of the Board and Architectural Control Committee of the Association, earthquake insurance, and flood insurance.

6. LANDSCAPE MAINTENANCE AREAS.

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

(b) Release of Bond. With that first conveyance of a Lot in each Phase of the Project, the bond securing lien-free completion and maintenance of the Landscape Maintenance Areas transferred to the Association in connection with that Phase shall be exonerated and released by the Association, as obligee, if a Notice of Completion, or its equivalent, has been filed for installation of landscaping and other improvements in such Landscape Maintenance Areas.

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

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

(e) Encroachments. Each Lot is hereby declared to have an easement over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner of Owners if said encroachment occurred due to the

willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

7. MAINTENANCE AND REPAIRS.

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

(b) Maintenance of Common Areas and Landscape Maintenance Areas. The Association shall maintain the Landscape Maintenance Areas, including all improvements, facilities, landscaping and planting thereon in good condition and repair and in substantial conformance to the landscaping plans entitled Kaiser Development Company, Starlight Ridge South, prepared by Hogan and Roy Associates, Landscape Architects.

(c) Owner's Maintenance Obligation of Residential Lots. Prior to the conveyance to an owner of any Residential Lot of the Project upon which construction of a Residence has been completed, Declarant will complete upon such Residential Lot the installation of improvements, facilities, landscaping and planting in substantial conformance with the landscaping plans entitled Kaiser Development Company, Starlight Ridge South, prepared by Hogan and Roy Associates, Landscape Architects, to the extent such plans are applicable to such Residential Lot. Thereafter, each Owner shall maintain in good condition and repair at his cost and expense, the exterior of his Residence, including, without limitation, roofs, doors, windows, gutters, downspouts, exterior building surfaces, walls, fences and gates, sidewalks, paving, trees, landscaping,

including slope area maintenance, planting, and all other exterior improvements. Notwithstanding the provisions of the preceding section, Declarant shall have no obligation to maintain any trees, landscaping and plantings on any Residential Lot upon which construction of a Residence has not been completed.

(d) Owner's Maintenance Obligation of Private Property Native Open Space. Declarant shall initially irrigate and maintain the planted trees on the slopes of the Private Property Native Open Space for a minimum of twenty-four (24) months of establishment maintenance from the date the tree planting program is completed (as evidenced by a Notice of Completion). Upon expiration of the 24 month period, Declarant, at its sole discretion, shall have the right to terminate the irrigation and maintenance of the planted trees and harden off the planted trees and leave them to grow in a natural unirrigated state. Upon termination of the irrigation and maintenance of the planted trees by Declarant, Declarant shall offer the continued responsibility of irrigation and maintenance to the Association. Should the Association accept such responsibility any further obligation and duty to irrigate and maintain the planted trees shall belong to the Association together with any and all easement rights thereto upon the Private Property Native Open Space.

In any event, the Owner has the obligation to maintain the native vegetation within the Private Property Native Open Space situated within Owner's Lot, in its original state to prevent soil erosion problems. This obligation does not preclude the mowing of certain areas of the Private Property Native Open Space by the Owner to maintain proper fire protection as dictated by local governmental agencies. In any case, surface vegetation must be maintained by the Owner. Should an area become denuded, it is the Owner's responsibility to replant said area with native grasses and provide supplemental irrigation until the erosion protection characteristics are re-established. In the event Owner does not accomplish said work in a responsible time and manner, the Association shall have the right to perform said work at Owners expense.

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(1) Easement for Maintenance. Declarant hereby reserves to itself, its successors and assigns, a nonexclusive easement for ingress and egress over the Lots and Private Property Native Open Space within that Phase for the purpose of irrigation and maintenance of the planted trees on the Private Property Native Open Space on the Lots within that Phase or adjacent to the Lots within that Phase. Declarant further agrees to grant said easement to the Association in the event the Association elects to maintain the planted trees on the Private Property Native Open Space, otherwise, Declarant shall abandon said easement when Declarant terminates its irrigation and maintenance obligation.

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

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

shall perform any excavation upon his Lot that will result in damage to any adjacent Lot.

113512 (g) Cost of Maintenance. The cost of the maintenance for which the Association is responsible under Section 7(b) shall be assessed uniformly in accordance with Section 4, provided, however, that the cost of any maintenance, repair or replacement of the Landscape Maintenance Areas which is not covered by insurance and which results from the negligence or willfulness of an Owner, an Owner's guest or the occupant of an Owner's Residential Lot shall be an obligation of such Owner and shall be due and payable in all respects as provided in Section 4.

8. ARCHITECTURAL CONTROL

(a) A committee for the control of structural, exterior and landscaping architecture and design ("Architectural Control Committee") within the Project, shall be established, consisting of five persons. Declarant may, at its sole option, appoint all of the original committee persons to the Architectural Control Committee and all replacements until the first anniversary of the California Department of Real Estate Final Subdivision Public Report for the first Phase of the Project. Thereafter, the Board shall have the right to appoint at least one committee person, but Declarant may, at its sole option, appoint a majority of said committee persons until (i) 90% of the Residential Lots (including any Residential Lots annexed pursuant to this Declaration) have been sold, or (ii) until the fifth anniversary of the original issuance of the California Department of Real Estate Final Subdivision Public Report for the first Phase of the Project, whichever occurs first, and the Board shall appoint the remaining committee persons. Thereafter, the Board shall appoint all of said committee persons. Architectural Control Committee persons appointed by the Board shall be Members of the Association, but those appointed by Declarant need not be Members of the Association.

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

(c) No additions, alterations, or improvements to the Private Property Native Open Space on any Lot shall be commenced, applied, constructed, erected or maintained by any person, other than the Declarant (through its officers agents or employees), until the plans and specifications showing the nature, kind, shape, height, materials, color, location and approximate cost of the same shall have been submitted to and approved in writing by the Architectural Control Committee pursuant to the procedure set forth in Paragraph 8(b) above.

9. DESTRUCTION OF PROJECT

(a) Bids and Insurance Proceeds. As soon as practicable after the damage or destruction of all or any portion of the Landscape Maintenance Areas, the Board shall (i) obtain bids from at least two reputable contractors, licensed in California, which bids shall set forth in detail the work required to repair, reconstruct and restore such damaged or destroyed portions of the Landscape Maintenance Areas to substantially the same condition as existed prior to such damage and the itemized cost of such work, and (ii) determine the amount of all insurance proceeds available to the Association for the purpose of effecting such repair, reconstruction and restoration.

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

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

10. WAIVER OF PARTITION.

During the term hereof, no Owner shall sever his ownership interest in a Residential Lot or any portion of a Residential Lot

from his membership in the Association. Nothing in this paragraph shall prohibit co-ownership of a Residential Lot.

11. COVENANTS AND RESTRICTIONS REGARDING USE.

(a) Except as provided in Section 11(i) (respecting Declarant's use of the Project), the Project shall be used solely for residential use and each Residential Lot shall be used solely for single-family residential use.

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

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

(d) No Owner, tenant or other occupant of the Project shall post any advertisements, signs, flags, banners or posters of any kind for public display except that with the prior written approval of the Association as to size, type, color, style and location, a sign of customary and reasonable dimension may be posted to advertise a Residential Lot for sale or lease. However, this restriction shall neither apply to nor limit the right of Declarant to display or have displayed signs, posters, banners, flags and similar items advertising the sale or lease of the Project or

Residential Lots therein, provided that Declarant, in exercising its right under this paragraph, will not unreasonably interfere with any Owner's use and enjoyment of his Residential Lot.

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

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

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

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

(i) Until Declarant has completed all of the contemplated improvements on the Project and closed escrow for the sales of all of the Residential Lots, including those in Phases subject to

Residential Lots therein, provided that Declarant, in exercising its right under this paragraph, will not unreasonably interfere with any Owner's use and enjoyment of his Residential Lot.

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

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

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

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

(i) Until Declarant has completed all of the contemplated improvements on the Project and closed escrow for the sales of all of the Residential Lots, including those in Phases subject to

annexation pursuant to Section 12, neither the Owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of the Residential Lots. Declarant and its authorized agents and assigns may make such use of the unsold Residential Lots as may facilitate completion and sale, including, without limitation, (i) maintenance of model homes, landscaping, parking areas, tot lots, and sales, design, media and construction offices, and (ii) the showing of the Project and the Residential Lots thereon; provided, however, that Declarant, in exercising its rights under this paragraph, shall not unreasonably interfere with any Owner's use and enjoyment of his Residential Lot.

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

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

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

the provisions of this Declaration, the By-laws and the Rules and Regulations of the Association, and any failure by the lessee of such Residence to comply with the terms of this Declaration, the By-laws or the Rules and Regulations of the Association shall constitute a default under the lease.

(m) No fencing of any kind will be permitted to be constructed on any portion of the Private Property Native Open Space.

12. ANNEXATION.

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

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

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

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

(4) Any annexation pursuant to this Section shall be made prior to three (3) years from the date of the

original issuance of the most recently issued Final Subdivision Report for a Phase of the Project; and

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

(b) Annexation by Consent. After the three-year period for annexation by Declarant described in Section 12(a) has passed, additional residential property and Landscape Maintenance Areas may be annexed to the Project, either directly or by merger or consolidation with any other similar association, with the consent of not less than 66-2/3 percent of the voting power of the Association, excluding the Declarant.

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

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

13. AMENDMENT.

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

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

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

8. Reconstruction of the Landscape Maintenance Areas in the event of damage or destruction.
9. Annexation.
10. Any of the provisions of Section 17 herein.

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

(d) Notwithstanding any other provisions of this Section 13, so long as there is a two-class voting structure in effect in the Association, this Declaration may not be amended without the vote or written assent of a majority of both classes of membership.

14. TRANSFER OF RESIDENTIAL LOT.

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

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

15. TERM OF RESTRICTIONS.

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

16. NOTICES.

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

17. MORTGAGEES.

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

or reviewed by appropriate proceedings, notwithstanding the lien or existence of any such Mortgage.

18. MISCELLANEOUS.

(a) Enforcement of Restrictions. After the date on which this instrument has been recorded, these covenants, conditions, servitudes, rights, reservations, limitations, liens, charges and restrictions may be enforced by any and all of the available legal remedies, including, but not limited to, injunction, declaratory relief and action to abate a nuisance by the Association, which shall have the right and duty to enforce the same and expend its assessment funds for that purpose, and/or by any one or more Owners, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien created herein. Failure to enforce any provision hereof shall not constitute a waiver of the right to subsequently enforce said provision or any other provision hereof.

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

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

(d) Limitation of Liability. Neither the Declarant, its agents or employees, nor the Association, its Board or any member or officer thereof, nor any of them, shall be liable for any failure to provide any service or perform any duty, function or responsibility designated or provided in this Declaration or the

By-laws to be performed by the same unless caused by the willful misconduct of the person or entity seeking the benefit of this limitation of liability.

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

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

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

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



Kaiser Development Company

By:

[Signature]
Its Authorized Agent

EXHIBIT A

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

- a. Lots 1 through 39, inclusive, of Tract 20079-2, per maps recorded in Book 150, Pages 35 through 40 of Maps in the Office of the County Recorder of Riverside County.
- b. Lots 1 through 42, inclusive, of Tract 20079-3, per maps recorded in Book 150, Pages 41 through 46 of Maps in the Office of the County Recorder of Riverside County.
- c. Lots 1 through 38 inclusive, of Tract 20079, per maps recorded in Book 150, Pages 47 through 51 of Maps in the Office of the County Recorder of Riverside County.

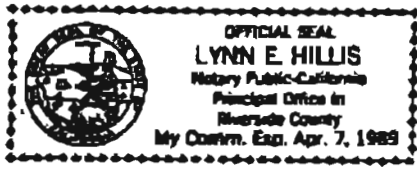
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STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On May 24, 1985 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeffrey L. Minkler known to me to be the Authorized Agent of Kaiser Development Company, the corporation that executed the within Instrument, and known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within Instrument on behalf of said corporation, and acknowledged to me that said corporation executed the within Instrument pursuant to its By-Laws or a Resolution of its Board of Directors.

WITNESS my hand and official seal.

Lynn E. Hillis
Notary Public in and for said
County and State



Revised May 21, 1985
April 16, 1985
JN 22491/7L2

LEGAL DESCRIPTION

LANDSCAPE MAINTENANCE AREAS IN TRACT NO. 20079-1

PARCEL 1 - TRACT NO. 20079-1

Those portions of Lot 1, Lot A (Margarita Road) and Lot B (Southern Cross Road) of Tract No. 20079-1, as shown on a map thereof filed in Book 150, Pages 28 through 34 of Maps in the Office of the County Recorder of the County of Riverside, State of California, described as follows:

BEGINNING at the most northerly corner of said Lot 1;

thence North 74°11'09" East 6.00 feet to a point on a non-tangent curve concentric with a curve in the easterly line of said lot, said concentric curve being concave easterly and having a radius of 1949.00 feet, a radial line of said curve from said point bears North 74°11'09" East;

thence along said concentric curve southerly 335.51 feet through a central angle of 9°51'48" to the northeasterly prolongation of a course in the easterly line of said Lot 1 having a bearing and length of "North 16°32'57" East 32.48 feet";

thence along said prolongation and course South 16°32'57" West 41.39 feet to the southerly terminus thereof;

thence South 28°28'47" East 11.00 feet to a point on a non-tangent curve concave southeasterly and having a radius of 222.00 feet, a radial line of said curve from said point bears South 28°28'47" East;

thence along said curve southwesterly 35.00 feet through a central angle of 9°01'59";

thence radial from said curve North 37°30'47" West 22.00 feet;

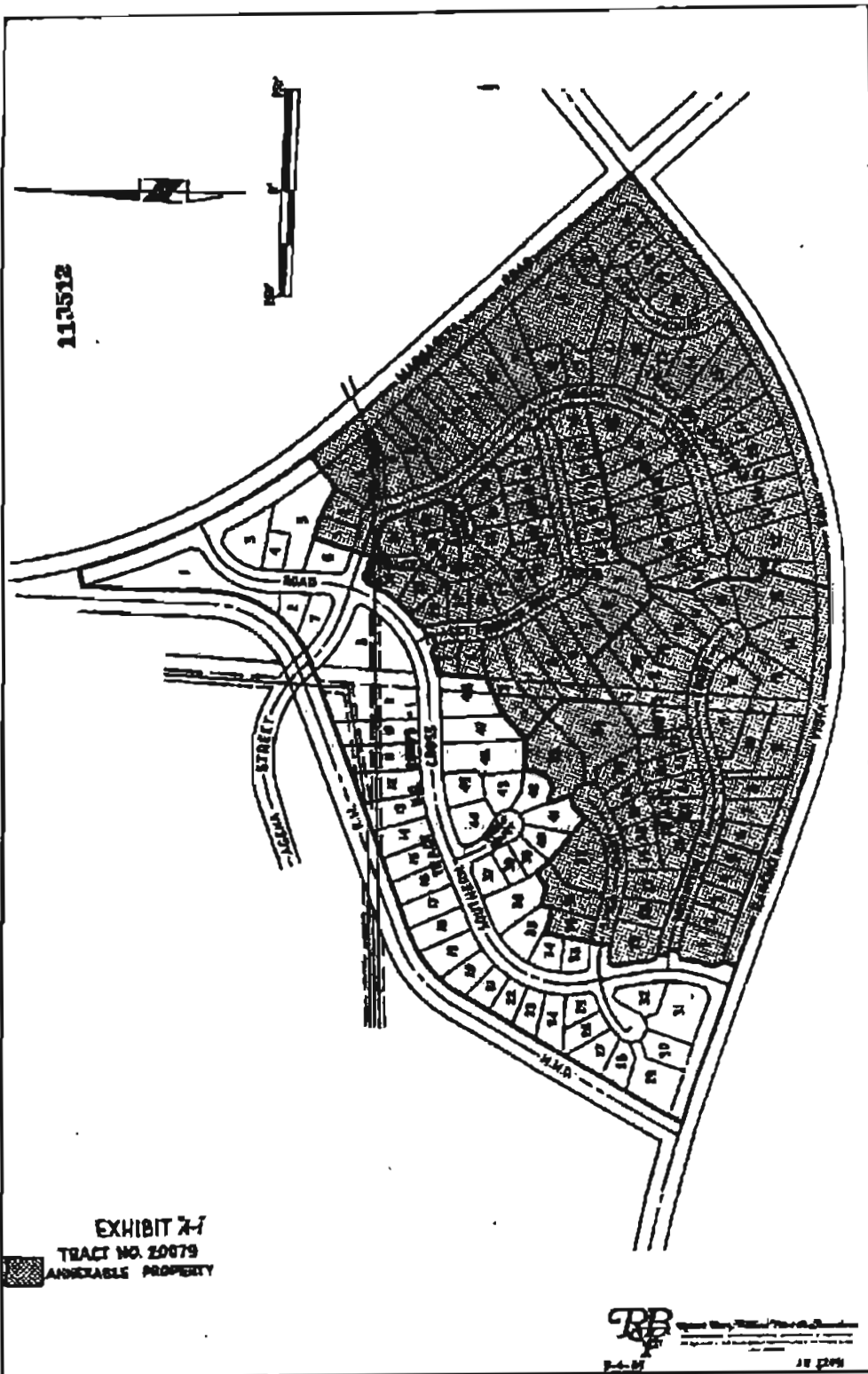
thence North 52°30'00" East 20.90 feet to a tangent curve concave northwesterly and having a radius of 30.00 feet;

thence northeasterly along said curve 44.20 feet through a central angle of 84°25'00";

thence tangent from said curve North 31°55'00" West 48.47 feet to a tangent curve concave southerly and having a radius of 30.00 feet;

thence along said curve westerly 49.76 feet through a central angle of 95°02'25";

thence non-tangent from said curve North 69°30'00" West 39.00 feet to the westerly line of said Lot 1;



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thence along said westerly line North $1^{\circ}32'35''$ East 247.46 feet to the POINT OF BEGINNING.

CONTAINING: 0.378 Acres, more or less.

PARCEL 2 - TRACT NO. 20079-1

Those portions of Lots 3 and 5, Lot A (Margarita Road) and Lot B (Southern Cross Road) of Tract No. 20079-1, as shown on a map thereof filed in Book 150, Pages 28 through 34 of Maps in the Office of the County Recorder of the County of Riverside, State of California, described as follows:

BEGINNING at the most easterly corner of said Lot 5;

thence along the southerly line of said lot South $50^{\circ}50'41''$ West 71.75 feet;

thence North $27^{\circ}51'00''$ East 51.25 feet;

thence North $37^{\circ}45'00''$ West 184.58 feet;

thence North $24^{\circ}20'00''$ East 32.14 feet;

thence North $37^{\circ}40'00''$ West 88.59 feet to a tangent curve concave southerly and having a radius of 45.00 feet;

thence along said curve westerly 73.89 feet through a central angle of $94^{\circ}05'00''$;

thence tangent from said curve South $48^{\circ}15'00''$ West 26.76 feet;

thence North $55^{\circ}49'52''$ West 21.00 feet to a point on a non-tangent curve concentric with a curve in the northwesterly line of said Lot 3, said concentric curve being concave southeasterly and having a radius of 178.00 feet, a radial line of said curve from said point bears South $55^{\circ}49'52''$ East;

thence along said curve northeasterly 82.60 feet through a central angle of $26^{\circ}35'16''$;

thence radial to said curve South $29^{\circ}14'36''$ East 11.00 feet to the most northerly corner of said Lot 3;

thence along the northeasterly line of said lot and the prolongation thereof South $72^{\circ}59'29''$ East 41.94 feet to a point on a non-tangent curve concentric with a curve in the easterly line of said lot, said concentric curve being concave easterly and having a radius of 1949.00 feet, a radial line of said curve from said point bears North $60^{\circ}38'30''$ East;

thence along said curve southerly 333.26 feet through a central angle of $9^{\circ}47'49''$ to the southeasterly line of said Lot A;

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thence along said southeasterly line South 50°50'41" West 6.00 feet to the
POINT OF BEGINNING.

CONTAINING: 0.274 Acres, more or less.

PARCEL 3 - TRACT NO. 20079-1

Those portions of Lots 28 through 31, Lot B (Southern Cross Road) and Lot H (Rancho Vista Road) of Tract No. 20079-1, as shown on a map thereof filed in Book 150, Pages 28 through 34 of Maps in the Office of the County Recorder of the County of Riverside, State of California, described as follows:

BEGINNING at the southwest corner of said Lot 29;

thence along the westerly line of said lot North 28°28'42" East 241.50 feet to the northwest corner of said Lot 28;

thence along the northerly line of said lot South 63°58'00" East 21.55 feet;

thence South 34°50'00" West 23.28 feet;

thence South 14°35'00" West 70.52 feet;

thence South 18°55'00" West 63.30 feet to a tangent curve concave north-easterly and having a radius of 20.00 feet;

thence along said curve southeasterly 31.39 feet through a central angle of 89°55'00";

thence tangent from said curve South 71°00'00" East 95.95 feet;

thence South 72°18'27" East 113.00 feet;

thence South 75°00'00" East 33.35 feet to a tangent curve concave north-westerly and having a radius of 20.00 feet;

thence northeasterly along said curve 30.69 feet through a central angle of 87°55'00";

thence tangent from said curve North 17°05'00" East 34.21 feet;

thence North 9°40'00" East 25.68 feet to the northerly line of said Lot 31;

thence along said northerly line South 73°38'00" East 41.00 feet to the northeast corner of said lot;

thence North 89°57'00" East 11.00 feet to a point on a non-tangent curve concentric with a curve in the easterly line of said lot, said concentric curve

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being concave westerly and having a radius of 378.00 feet, a radial line of said curve from said point bears South 89°57'00" West;

thence along said concentric curve southerly 121.39 feet through a central angle of 18°24'01";

thence along a radial line of said curve North 71°38'59" West 11.00 feet to the northeasterly terminus of a course in the southeasterly line of said Lot 31 having a bearing and length of "North 64°35'24" East 33.25 feet";

thence along said course and the prolongation thereof South 64°35'24" West 41.92 feet to a line parallel and/or concentric with and 6.00 feet southerly from the northerly line of said Lot H (Rancho Vista Road);

thence along said parallel and/or concentric line North 71°36'23" West 194.39 feet to a tangent curve concave southerly and having a radius of 4038.00 feet;

thence continuing along said parallel and/or concentric line and along said curve westerly 173.64 feet through a central angle of 2°27'50" to the westerly line of said Lot H;

thence along said westerly line North 28°28'42" East 6.15 feet to the POINT OF BEGINNING.

CONTAINING: 0.809 Acres, more or less.

PARCEL 4 - TRACT NO. 20079-1

That portion of Lot B (Southern Cross Road), Lot J (Moontide Court) and Lot L (Barrier Strip) of Tract No. 20079-1, as shown on a map thereof filed in Book 150, Pages 28 through 34 of Maps in the Office of the County Recorder of the County of Riverside, State of California, described as follows:

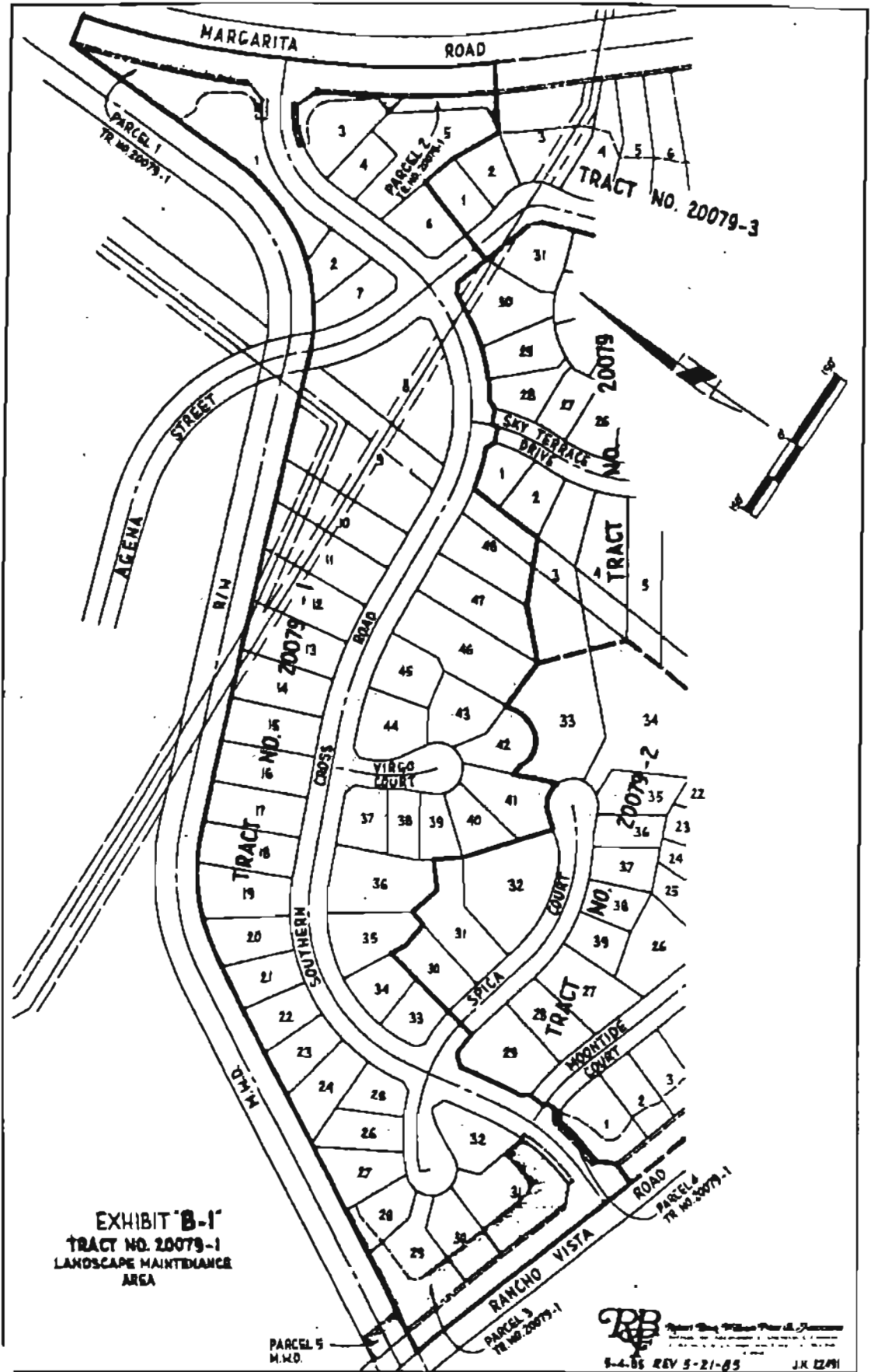
BEGINNING at the most southerly corner of said Lot L, said corner being in a curve in the easterly line of said Lot B, concave westerly and having a radius of 433.00 feet, a radial line of said curve from said corner bears North 84°15'58" West;

thence along said curve and easterly line southerly 95.43 feet through a central angle of 12°37'38";

thence radial from said curve North 71°38'20" West 11.00 feet to a point on a non-tangent curve concentric with last said curve and having a radius of 422.00 feet;

thence along said concentric curve northerly 93.00 feet through a central angle of 12°37'38" to a point on a reverse curve concave southeasterly and

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LEGAL DESCRIPTION

LANDSCAPE MAINTENANCE AREAS IN TRACT NO. 20079-2

PARCEL 1 - TRACT NO. 20079-2

Those portions of Lots 1 through 10, Lots 13 through 15 and Lot A (Rancho Vista Road) of Tract No. 20079-2, as shown on a map thereof filed in Book 150, Pages 35 through 40 of Maps in the Office of the County Recorder of the County of Riverside, State of California, described as follows:

BEGINNING at the northeast corner of said Lot A;

thence South $4^{\circ}45'46''$ East 6.00 feet to a point on a non-tangent curve concentric with a curve in the northerly line of said lot, said concentric curve being concave northerly and having a radius of 1562.00 feet, a radial line of said curve from said point bears North $4^{\circ}45'46''$ West;

thence along said concentric curve westerly 631.29 feet through a central angle of $23^{\circ}09'23''$;

thence tangent from said curve, parallel with said northerly line North $71^{\circ}36'23''$ West 554.33 feet to the southeasterly prolongation of a course in the southwesterly line of said Lot 1 having a bearing and length of "North $27^{\circ}50'32''$ West 33.23 feet";

thence along said prolongation and course North $27^{\circ}50'32''$ West 41.91 feet to the northwesterly terminus thereof, said terminus being a point on a curve in the westerly line of said Lot 1, concave westerly and having a radius of 433.00 feet, a radial line of said curve from said terminus bears North $71^{\circ}38'20''$ West;

thence along said westerly line and curve northerly 95.43 feet through a central angle of $12^{\circ}37'38''$ to an angle point therein;

thence continuing along said westerly line North $47^{\circ}08'55''$ East 19.97 feet;

thence South $14^{\circ}27'00''$ East 37.96 feet;

thence South $0^{\circ}35'00''$ East 32.84 feet;

thence South $6^{\circ}40'00''$ West 18.94 feet to a tangent curve concave northeasterly and having a radius of 25.00 feet;

thence along said curve southeasterly 40.36 feet through a central angle of $92^{\circ}30'00''$;

thence tangent from said curve South $85^{\circ}50'00''$ East 14.96 feet;

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thence South 88°15'00" East 15.67 feet;
thence North 75°40'00" East 8.32 feet;
thence South 67°45'00" East 30.06 feet;
thence South 55°15'00" East 30.22 feet;
thence North 61°10'00" East 8.85 feet;
thence South 61°15'00" East 11.17 feet;
thence South 71°35'00" East 22.00 feet;
thence South 77°45'00" East 28.15 feet;
thence North 51°00'00" East 13.05 feet;
thence South 69°50'00" East 34.02 feet;
thence South 65°30'00" East 28.15 feet;
thence North 81°45'00" East 6.72 feet;
thence South 59°05'00" East 25.60 feet;
thence South 73°55'00" East 37.10 feet;
thence North 51°25'00" East 7.21 feet;
thence South 71°20'00" East 45.94 feet;
thence South 61°05'00" East 25.63 feet;
thence North 76°28'00" East 5.39 feet;
thence South 71°30'00" East 39.62 feet;
thence South 84°00'00" East 36.56 feet;
thence North 55°10'00" East 7.22 feet;
thence South 72°30'00" East 31.63 feet;
thence South 64°55'00" East 32.90 feet;
thence North 55°20'00" East 7.18 feet;
thence South 53°35'00" East 47.51 feet;

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thence South 64°15'00" East 43.57 feet;

thence South 74°55'00" East 61.62 feet to a tangent curve concave north-westerly and having a radius of 19.00 feet;

thence along said curve northeasterly 32.11 feet through a central angle of 96°50'00";

thence tangent from said curve North 8°15'00" East 41.12 feet;

thence North 11°40'00" East 65.62 feet;

thence North 31°05'00" West 15.57 feet to a point in a course in the northerly line of said Lot 10;

thence along said course South 73°27'00" East 76.00 feet to the northwest corner of said Lot 13;

thence along the northerly line of said lot South 63°51'09" East 54.73 feet to an angle point therein;

thence continuing along said northerly line North 41°52'26" East 19.50 feet;

thence South 40°15'00" East 37.62 feet;

thence South 35°45'00" East 39.92 feet;

thence South 43°45'00" East 26.80 feet;

thence South 75°40'00" East 17.88 feet;

thence North 80°00'00" East 37.54 feet;

thence North 68°30'00" East 8.54 feet;

thence North 75°45'00" East 46.21 feet;

thence North 70°30'00" East 7.06 feet;

thence North 66°05'00" East 43.73 feet to a point on a non-tangent curve concave southeasterly and having a radius of 65.00 feet, a radial line of said curve from said point bears South 41°00'41" East;

thence along said curve northeasterly 59.72 feet through a central angle of 52°38'38";

thence non-tangent from said curve North 40°45'17" East 36.06 feet to a point on a curve in the easterly line of said Lot 15, said curve being concave

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northeasterly and having a radius of 40.00 feet, a radial line of said curve from said point bears North 54°06'40" East;

thence along said curve and easterly line southeasterly 30.00 feet through a central angle of 42°58'19";

thence continuing along said easterly line, non-tangent from said curve South 14°00'00" West 164.84 feet to the POINT OF BEGINNING.

CONTAINING: 2.589 Acres, more or less.

LEGAL DESCRIPTION

LANDSCAPE MAINTENANCE AREAS IN TRACT NO. 20079-3

PARCEL 1 - TRACT NO. 20079-3

Those portions of Lots 3 through 33, Lot A (Margarita Road), Lot C (Rancho Vista Road) and Lot D (Argo Court) of Tract No. 20079-3, as shown on a map thereof filed in Book 150, Pages 41 through 46 of Maps in the Office of the County Recorder of the County of Riverside, State of California, described as follows:

BEGINNING at the southwest corner of said Lot 33;

thence along the westerly line of said lot North 14°00'00" East 164.84 feet;

thence South 77°10'00" East 27.52 feet to a tangent curve concave north-westerly and having a radius of 140.00 feet;

thence along said curve northeasterly 83.85 feet through a central angle of 34°19'00";

thence tangent from said curve North 68°31'00" East 31.39 feet;

thence North 64°00'00" East 37.04 feet;

thence North 48°05'00" East 26.40 feet;

thence North 56°20'00" East 16.23 feet;

thence North 74°25'00" East 34.00 feet;

thence North 84°05'00" East 15.30 feet;

thence South 69°45'00" East 32.77 feet;

thence North 83°35'00" East 34.62 feet;

thence North 56°00'00" East 10.44 feet;

thence North 69°50'00" East 38.90 feet;

thence North 60°10'00" East 64.18 feet;

thence North 52°20'00" East 40.15 feet;

thence North 34°40'00" East 32.15 feet;

thence North 30°25'00" East 21.65 feet to a tangent curve - concave southeasterly and having a radius of 15.00 feet;

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thence along said curve northeasterly 18.13 feet through a central angle of 69°15'00";
thence tangent from said curve South 80°20'00" East 4.65 feet;
thence North 67°10'00" East 8.55 feet;
thence South 89°15'00" East 56.97 feet;
thence North 74°05'00" East 33.66 feet;
thence North 17°30'00" East 11.72 feet;
thence North 28°30'00" West 9.83 feet;
thence North 1°45'00" West 49.06 feet;
thence North 3°12'00" East 42.95 feet;
thence North 20°10'00" East 72.95 feet;
thence North 20°30'00" West 14.20 feet;
thence North 35°05'00" East 72.41 feet;
thence North 13°20'00" West 14.06 feet;
thence North 50°00'00" East 31.79 feet;
thence North 22°20'00" East 17.97 feet;
thence North 21°30'00" West 43.62 feet;
thence North 64°00'00" West 23.34 feet;
thence North 1°23'00" West 34.92 feet;
thence North 37°40'00" East 59.85 feet;
thence North 47°17'04" West 18.57 feet;
thence North 7°00'00" West 37.93 feet;
thence North 21°00'00" West 51.00 feet;
thence North 86°42'00" West 24.61 feet;
thence North 7°46'00" West 82.17 feet;

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thence South 89°30'00" West 23.85 feet;
thence North 31°10'00" West 12.00 feet;
thence North 70°15'00" West 27.47 feet;
thence North 48°00'00" West 32.35 feet;
thence South 88°15'00" West 22.68 feet;
thence North 6°20'00" West 10.00 feet;
thence North 30°15'00" West 27.62 feet;
thence North 20°00'00" West 22.40 feet;
thence North 70°45'00" West 18.34 feet;
thence North 21°30'00" West 16.34 feet;
thence North 42°00'00" West 39.05 feet;
thence South 89°10'00" West 20.86 feet;
thence North 44°50'00" West 27.50 feet;
thence North 35°52'00" West 41.51 feet;
thence North 23°46'00" West 37.38 feet;
thence North 29°15'00" West 17.46 feet;
thence North 34°15'00" West 63.50 feet;
thence North 33°20'00" East 47.53 feet;
thence North 21°40'00" West 53.04 feet;
thence North 40°05'00" West 119.13 feet;
thence North 35°35'00" West 32.06 feet to an angle point in the northwesterly
line of said Lot 3;
thence along said northwesterly line and the prolongation thereof
North 50°50'41" East 77.75 feet to a point on a non-tangent curve concentric
with a curve in the southwesterly line of said Lot A, said concentric curve
being concave northeasterly and having a radius of 1949.00 feet, a radial
line of said curve from said point bears North 50°50'41" East;

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thence along said concentric curve southeasterly 112.84 feet through a central angle of $3^{\circ}19'02''$;

thence tangent from said curve parallel with said southwesterly line South $42^{\circ}28'21''$ East 1100.95 feet to the northerly prolongation of a course in the easterly line of said Lot 16 having a bearing and length of "North $3^{\circ}23'12''$ East 33.01 feet";

thence along said prolongation and course South $3^{\circ}23'12''$ West 49.73 feet to a line parallel and/or concentric with and 6.00 feet southeasterly from the northwesterly line of said Lot C;

thence along said parallel line South $49^{\circ}14'45''$ West 329.38 feet to a tangent curve concave northwesterly and having a radius of 1562.00 feet;

thence continuing along said parallel and/or concentric line and along said curve southwesterly 16.72 feet through a central angle of $0^{\circ}36'48''$ to the easterly prolongation of a course in the southerly line of said Lot 20 having a bearing and length of "North $86^{\circ}11'07''$ West 34.57 feet";

thence along said prolongation and course North $86^{\circ}11'07''$ West 43.23 feet to the westerly terminus thereof;

thence South $52^{\circ}08'41''$ West 10.00 feet;

thence North $37^{\circ}51'19''$ West 21.69 feet to a tangent curve concentric with a curve in the westerly line of said Lot 20, said concentric curve being concave easterly and having a radius of 130.00 feet;

thence along said concentric curve northeasterly 161.93 feet through a central angle of $71^{\circ}22'08''$;

thence radial to said curve South $56^{\circ}29'11''$ East 10.00 feet;

thence South $2^{\circ}25'00''$ East 37.03 feet;

thence South $14^{\circ}40'00''$ East 32.42 feet;

thence South $22^{\circ}25'00''$ East 30.76 feet to a tangent curve concave northerly and having a radius of 18.00 feet;

thence along said curve easterly 37.62 feet through a central angle of $119^{\circ}45'00''$;

thence tangent from said curve North $37^{\circ}50'00''$ East 16.23 feet;

thence North $46^{\circ}35'00''$ East 39.05 feet;

thence North $17^{\circ}10'00''$ East 15.26 feet;

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thence North 43°30'00" East 11.05 feet;
thence North 56°25'00" East 41.40 feet;
thence North 28°50'00" East 11.66 feet;
thence North 70°10'00" East 9.65 feet;
thence North 57°15'00" East 30.35 feet;
thence North 47°45'00" East 25.00 feet;
thence North 38°35'00" East 25.40 feet;
thence North 46°50'00" East 30.02 feet;
thence North 40°40'00" East 7.07 feet;
thence North 70°35'00" East 5.39 feet;
thence North 63°10'00" East 23.86 feet to a tangent curve concave westerly
and having a radius of 20.00 feet;
thence along said curve northerly 34.32 feet through a central angle of
98°20'00";
thence North 35°10'00" West 84.30 feet;
thence North 42°00'00" West 36.88 feet;
thence North 42°20'00" West 67.03 feet;
thence North 42°05'00" West 177.91 feet;
thence South 79°25'00" West 18.66 feet;
thence South 19°10'00" East 36.71 feet;
thence South 41°25'00" East 15.20 feet;
thence South 16°05'00" East 13.93 feet;
thence South 44°30'00" East 27.66 feet;
thence South 10°40'00" East 18.68 feet;
thence South 1°10'00" West 61.14 feet;
thence South 16°25'00" West 20.40 feet;

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thence South 2°00'00" West 72.05 feet to a line parallel and/or concentric with and 10.00 feet southeasterly from the northwesterly line of said Lot D;

thence along said parallel and/or concentric line through the following courses: South 33°46'25" West 50.00 feet to a tangent curve concave northwesterly and having a radius of 110.00 feet;

thence along said curve southwesterly 28.82 feet;

thence tangent from said curve South 48°47'03" West 27.37 feet to a tangent curve concave southeasterly and having a radius of 170.00 feet;

thence along said curve southwesterly 257.06 feet through a central angle of 86°38'22";

thence tangent from said curve South 37°51'19" East 21.69 feet;

thence leaving said parallel and/or concentric line South 52°08'41" West 10.00 feet to the northerly terminus of a course in the easterly line of said Lot 24 having a bearing and length of "North 10°28'29" East 34.57 feet;

thence along said course and the prolongation thereof South 10°28'29" West 43.23 feet to a point on a non-tangent curve concentric with said northerly line of Lot C, said concentric curve being concave northwesterly and having a radius of 1562.00 feet, a radial line of said curve from said point bears North 35°34'10" West;

thence along said concentric curve southwesterly 839.86 feet through a central angle of 30°48'25" to the westerly line of said Lot C;

thence along said westerly line North 4°45'46" West 6.00 feet to the POINT OF BEGINNING.

CONTAINING: 7.942 Acres, more or less.

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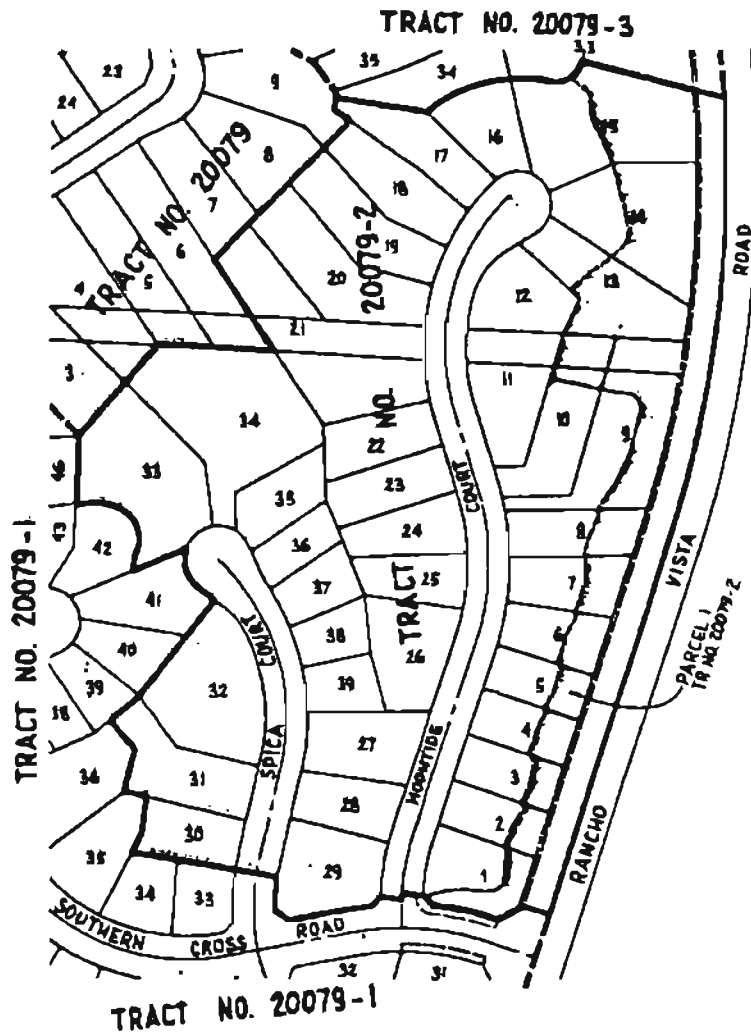
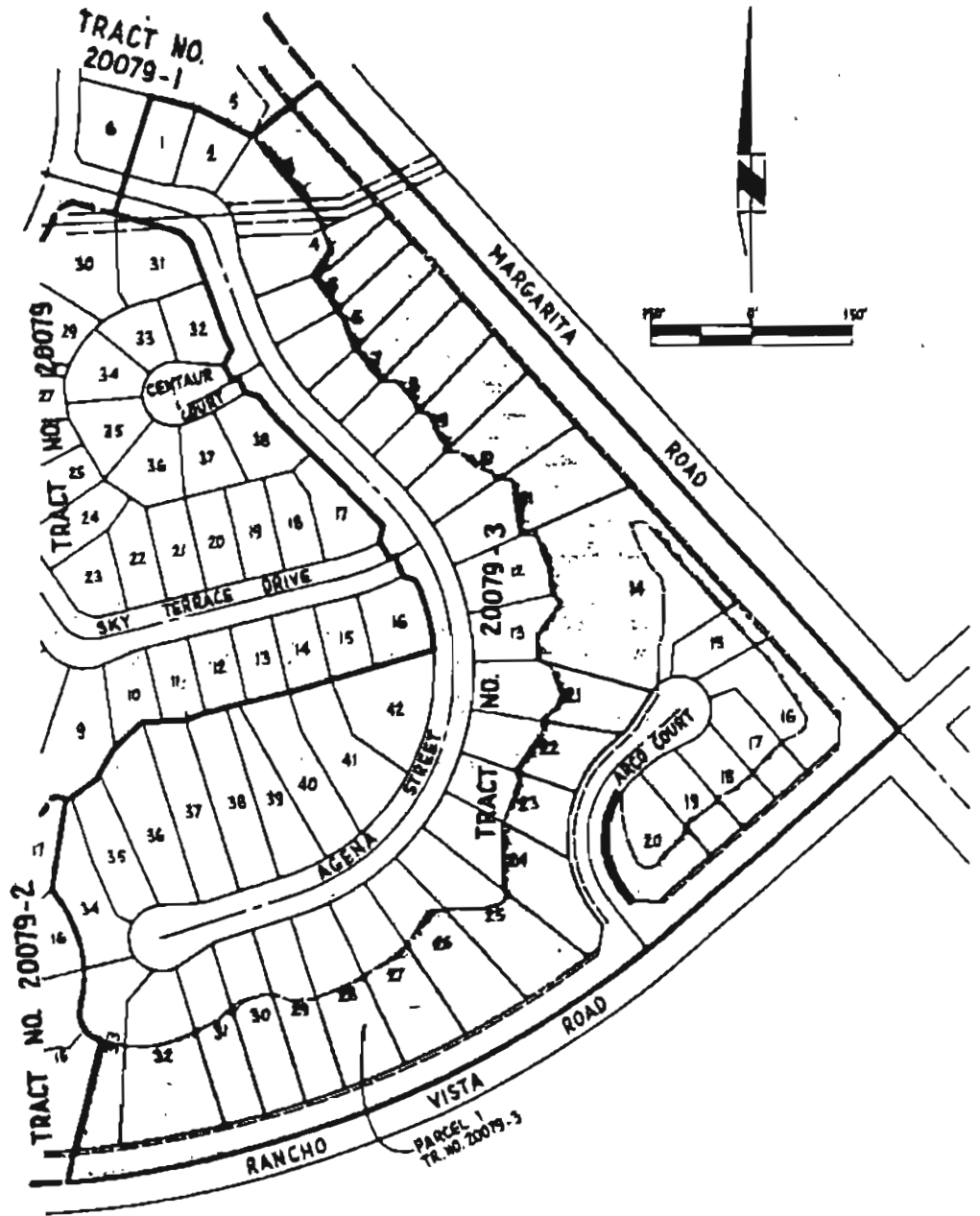


EXHIBIT 'C-1'
TRACT NO. 20079-2
LANDSCAPE MAINTENANCE
AREA

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LEGAL DESCRIPTION

PRIVATE PROPERTY NATIVE OPEN SPACE IN TRACT NO. 20079-1

PARCEL 1 - TRACT NO. 20079-1

Those portions of Lots 40 through 43 and 46 through 48 of Tract No. 20079-1, as shown on a map thereof filed in Book 150, Pages 28 through 34 of Maps in the Office of the County Recorder of the County of Riverside, State of California, described as follows:

BEGINNING at the northeasterly corner of said Lot 48;

thence along the general southeasterly boundary line of said Tract No. 20079-1 through the following courses:

South 3°07'39" West 146.68 feet;

thence South 63°18'17" West 125.72 feet;

thence South 44°50'00" West 104.28 feet;

thence North 87°18'00" West 94.42 feet;

thence South 6°08'00" East 14.46 to the beginning of a non-tangent curve concave northwesterly and having a radius of 76.00 feet, a radial line of said curve from said point bears South 82°16'00" West;

thence along said curve southerly 65.97 feet through a central angle of 49°44'00" to a point of compound curvature with a curve concave northerly and having a radius of 43.00 feet, a radial line of said curve from said point bears North 48°00'00" West;

thence along said curve westerly 55.54 feet through a central angle of 74°00'00" to a point of reverse curvature with a curve concave southwesterly and having a radius of 54.00 feet; a radial line of said curve from said point bears South 26°00'00" West;

thence along said curve northwesterly 27.86 feet through a central angle of 29°33'20";

thence non-tangent from said curve South 22°19'00" East 47.93 feet;

thence leaving said general southeasterly boundary line South 82°40'00" West 27.14 feet;

thence South 58°50'00" West 25.00 feet;

thence South 37°40'00" West 50.60 feet to the southwesterly line of said Lot 41;

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thence along said southwesterly line and the southwesterly line of said Lot 40 North 51°39'30" West 82.82 feet;

thence South 72°30'00" East 23.20 feet;

thence North 82°15'00" East 27.40 feet;

thence North 44°35'00" East 68.00 feet;

thence North 69°50'00" East 28.20 feet;

thence South 78°00'00" East 25.60 feet;

thence South 71°00'00" East 23.80 feet;

thence North 68°17'35" East 20.44 feet;

thence North 39°15'28" East 30.30 feet;

thence North 12°00'00" East 35.75 feet;

thence North 6°30'00" West 72.75 feet;

thence North 17°30'00" West 30.00 feet;

thence South 50°30'00" East 67.70 feet;

thence South 42°55'00" East 9.70 feet;

thence North 59°30'00" East 169.80 feet;

thence North 79°20'00" East 30.00 feet;

thence North 45°55'00" East 30.00 feet to the westerly line of that certain 16.50 foot wide easement granted to Southern California Gas Company by a document recorded July 7, 1949 in Book 1090, Page 428 of Official Records in said Office of the County Recorder;

thence along said westerly line North 3°07'39" East 123.83 feet to a point in the northerly line of said Lot 48, said point being in a non-tangent curve concave northerly and having a radius of 383.00 feet, a radial line of said curve from said point bears North 4°59'56" West;

thence along said northerly line and said curve easterly 147.52 feet through a central angle of 7°06'29" to the POINT OF BEGINNING.

CONTAINING: 0.572 Acres, more or less.

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PARCEL 2 - TRACT NO. 20079-1

Those portions of Lots 36, 38, 39 and 40 of Tract No. 20079-1, as shown on a map thereof filed in Book 150, Pages 28 through 34 of Maps in the Office of the County Recorder of the County of Riverside, State of California, described as follows:

BEGINNING at a point in the southwesterly line of said Lot 40, distant thereon South $51^{\circ}39'30''$ East 18.27 feet from the westerly corner thereof;

thence along said southwesterly line, the southwesterly line of said Lot 39 and the southeasterly and the southerly lines of said Lot 36 through the following courses;

North $51^{\circ}39'30''$ West 18.27 feet;

thence North $39^{\circ}17'39''$ West 52.82 feet;

thence South $50^{\circ}42'21''$ West 55.74 feet;

thence North $75^{\circ}00'00''$ West 2.39 feet;

thence leaving said southerly line of Lot 36 North $10^{\circ}50'00''$ East 50.23 feet;

thence North $42^{\circ}00'00''$ East 19.00 feet;

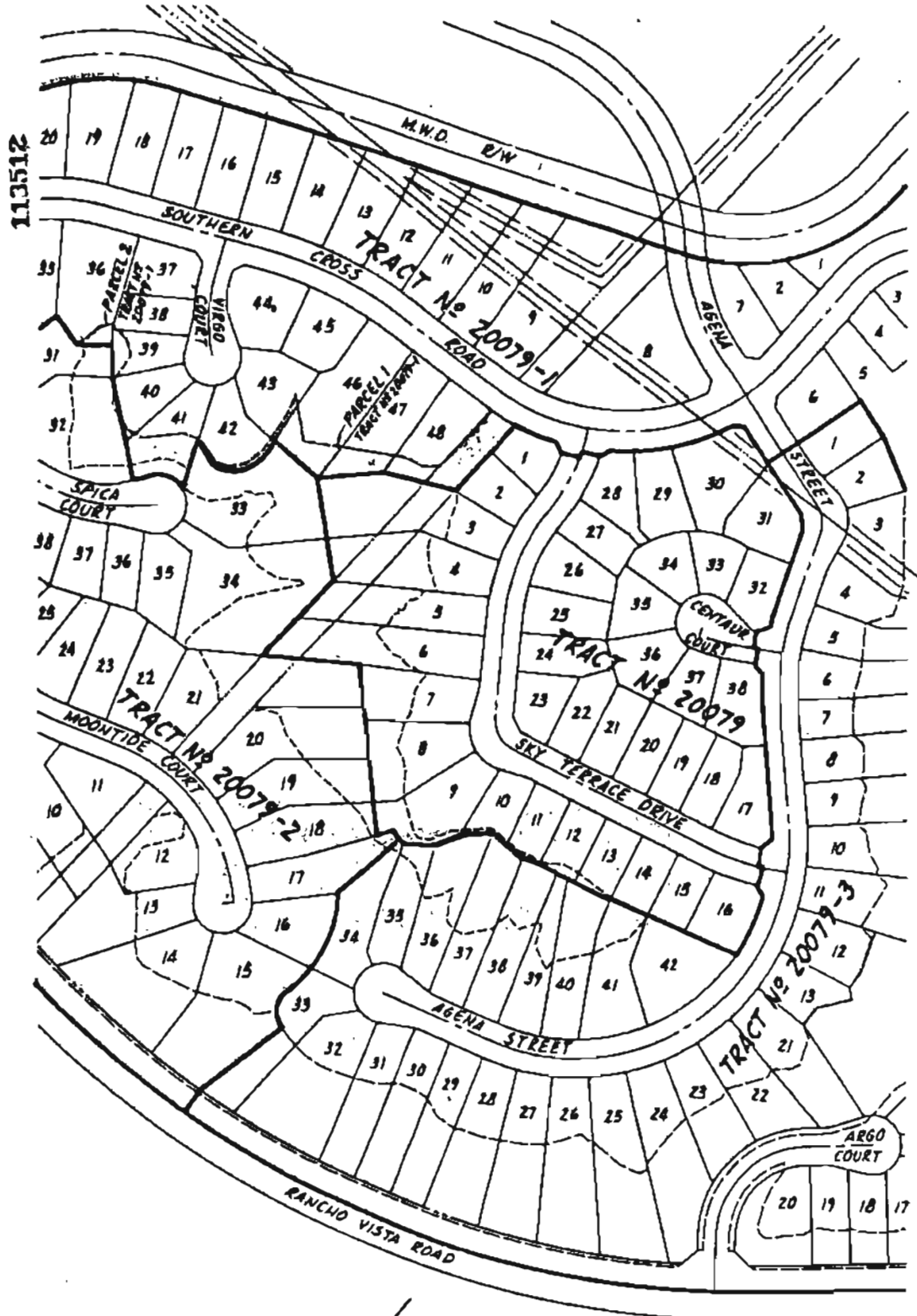
thence South $80^{\circ}05'00''$ East 37.50 feet;

thence South $53^{\circ}25'00''$ East 26.00 feet;

thence South $5^{\circ}50'00''$ East 48.00 feet;

thence South $36^{\circ}35'00''$ East 14.05 feet to the POINT OF BEGINNING.

CONTAINING: 0.072 Acres, more or less.



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EXHIBIT "D-1"
TRACT No 20079-1
PRIVATE PROPERTY
NATIVE OPEN SPACE.



150' 0' 150'
 SCALE IN FEET

RB Robert B. Williams & Associates
 MAY 22, 1985 J.N. 22491

113512

LEGAL DESCRIPTION

PRIVATE PROPERTY NATIVE OPEN SPACE IN TRACT NO. 20079-2

PARCEL 1 - TRACT NO. 20079-2

Those portions of Lots 31 and 32 of Tract No. 20079-2, as shown on a map thereof filed in Book 150, Pages 35 through 40 of Maps in the Office of the County Recorder of the County of Riverside, State of California, described as follows:

BEGINNING at the most northerly corner of said Lot 31;

thence along the northeasterly line of said lot South 39°17'39" East 52.82 feet to the northerly corner of said Lot 32;

thence along the northeasterly line of said Lot 32 South 51°39'30" East 18.27 feet;

thence South 36°35'00" East 28.45 feet;

thence South 72°30'00" East 20.80 feet to said northeasterly line of Lot 32;

thence along said northeasterly line South 51°39'00" East 82.82 feet;

thence South 50°55'00" West 73.21 feet;

thence South 33°25'00" West 21.50 feet;

thence North 45°00'00" West 45.30 feet;

thence North 29°00'00" West 42.20 feet;

thence North 45°40'00" West 49.90 feet;

thence North 27°45'00" West 32.30 feet;

thence North 5°50'00" West 27.40 feet;

thence North 67°10'00" West 14.50 feet to the northwesterly line of said Lot 31;

thence along said northwesterly line North 50°42'21" East 49.75 feet to the POINT OF BEGINNING.

CONTAINING: 0.322 Acres, more or less.

Private Property Native Open Space
in Tract No. 20079-2

May 22, 1985
JN 22491/8L2

PARCEL 2 - TRACT NO. 20079-2

Those portions of Lots 17 through 21, 33 and 34 of Tract No. 20079-2 as shown on a map thereof filed in Book 150, Pages 35 through 40 of Maps in the Office of the County Recorder of the County of Riverside, State of California, described as follows:

BEGINNING at the most westerly corner of said Lot 33, said corner being a point in a curve concave southerly and having a radius of 54.00 feet, a radial line of said curve from said point bears South 3°33'20" East;

thence along the general northerly and northeasterly boundary line of said Tract No. 20079-2 through the following courses: along said curve easterly 27.86 feet through a central angle of 29°33'20" to a point of reverse curvature with a curve concave northwesterly and having a radius of 43.00 feet, a radial line of said curve from said point bears North 26°00'00" East;

thence along said curve southeasterly and easterly 55.54 feet through a central angle of 74°00'00" to a point of compound curvature with a curve concave northwesterly and having a radius of 76.00 feet, a radial line of said curve from said point bears North 48°00'00" West;

thence along said curve northeasterly 65.97 feet through a central angle of 49°44'00";

thence non-tangent from said curve North 6°08'00" West 14.46 feet;

thence South 87°18'00" East 94.42 feet;

thence South 48°56'16" East 167.29 feet;

thence South 3°07'39" West 165.40 feet;

thence North 55°50'00" East 154.78 feet;

thence South 45°34'00" East 277.25 feet;

thence North 34°27'00" East 28.85 feet;

thence South 75°31'00" East 17.71 feet;

thence South 8°57'00" West 22.86 feet;

thence leaving said general northeasterly boundary line South 84°10'00" West 31.47 feet;

thence North 65°15'00" West 43.25 feet;

thence North 86°25'00" West 105.00 feet;

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thence North 77°20'00" West 69.30 feet;

thence North 59°35'00" West 36.10 feet;

thence South 66°45'00" West 26.10 feet;

thence South 43°10'00" West 12.90 feet;

thence South 68°35'00" West 7.20 feet to the easterly line of said Lot 21;

thence along the easterly and southerly lines of said lot through the following courses: South 3°07'39" West 138.40 feet to a point in a non-tangent curve concave southerly and having a radius of 330.00 feet, a radial line of said curve from said point bears South 5°03'12" West;

thence along said curve westerly 46.57 feet through a central angle of 8°05'09" to the westerly line of that certain 16.50 foot wide easement granted to Southern California Gas Company by a document recorded July 7, 1949, in Book 1090, Page 428 of Official Records in said Office of the County Recorder of said County;

thence non-tangent from said curve, leaving said southerly line and along said westerly line North 3°07'39" East 112.21 feet;

thence North 45°30'00" West 29.62 feet;

thence North 68°25'00" West 64.26 feet;

thence South 55°50'00" West 20.12 feet;

thence North 50°10'00" West 12.66 feet;

thence North 3°30'00" East 31.10 feet;

thence North 15°05'00" East 84.00 feet;

thence North 38°40'00" East 103.70 feet;

thence North 32°15'00" West 4.40 feet;

thence South 57°40'00" West 43.40 feet;

thence South 83°50'00" West 37.00 feet;

thence North 80°55'00" West 25.60 feet;

thence North 44°15'00" West 25.00 feet;

thence North 5°50'00" West 34.00 feet;

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thence North 6°30'00" East 38.20 feet;
thence North 59°50'00" West 20.50 feet;
thence South 43°00'00" West 31.70 feet;
thence North 42°40'00" West 4.20 feet;
thence South 58°20'00" West 11.20 feet;
thence South 8°45'00" West 12.50 feet;
thence South 42°30'00" West 53.30 feet;
thence South 79°10'00" West 37.25 feet;
thence North 44°05'00" West 21.50 feet to the northwesterly line of said Lot 33;
thence along said northwesterly line North 22°19'00" West 61.54 feet to the POINT OF BEGINNING.

CONTAINING: 1.925 Acres, more or less.

PARCEL 3 - TRACT NO. 20079-2

Those portions of Lots 11 and 12 of Tract No. 20079-2 as shown on a map thereof filed in Book 150, Pages 35 through 40 of Maps in the Office of the County Recorder of the County of Riverside, State of California, described as follows:

BEGINNING at the southerly corner of said Lot 12;

thence along the southerly line of said lot North 63°51'09" West 54.73 feet to the southeasterly corner of said Lot 11;

thence along the southerly line of said Lot 11 North 73°27'00" West 47.81 feet to the westerly line of that certain 16.50 foot wide easement granted to Southern California Gas Company per a document recorded July 7, 1949 in Book 1090, Page 428 of Official Records in said Office of the County Recorder;

thence along said westerly line North 3°07'39" East 123.88 to a point in the northerly line of said Lot 11, said point being in a non-tangent curve concave southerly and having a radius of 270.00 feet, a radial line of said curve from said point bears South 4°24'31" East;

113512

thence along said northerly line and said curve easterly 46.61 feet through a central angle of $9^{\circ}53'24''$ to the easterly line of said lot;

thence non-tangent from said curve and along said easterly line South $3^{\circ}07'39''$ West 35.51 feet;

thence North $39^{\circ}30'00''$ East 34.00 feet;

thence North $88^{\circ}00'00''$ East 21.70 feet;

thence South $33^{\circ}40'00''$ East 26.90 feet;

thence South $37^{\circ}55'00''$ West 65.00 feet;

thence South $1^{\circ}15'00''$ East 49.00 feet;

thence South $38^{\circ}15'00''$ East 31.19 feet;

thence North $63^{\circ}00'00''$ East 20.14 feet to the southeasterly line of said Lot 12;

thence along said southeasterly line South $41^{\circ}52'26''$ West 19.50 feet to the POINT OF BEGINNING.

CONTAINING: 0.244 Acres, more or less.

117512

LEGAL DESCRIPTION

PRIVATE PROPERTY NATIVE OPEN SPACE IN TRACT NO. 20079-3

PARCEL 1 - TRACT NO. 20079-3

Those portions of Lots 34 through 41 of Tract No. 20079-3, as shown on a map thereof filed in Book 150, Pages 41 through 46 of Maps in the Office of the County Recorder of the County of Riverside, State of California, described as follows:

BEGINNING at the northwesterly corner of said Lot 34;

thence along the general northerly boundary of said Tract 20079-3 through the following courses:

North 72°23'00" East 9.98 feet;

thence North 52°57'00" East 47.08 feet;

thence North 30°15'00" East 52.49 feet;

thence North 47°40'00" East 52.56 feet;

thence North 89°15'00" East 61.60 feet;

thence North 70°37'00" East 34.20 feet;

thence North 77°32'10" East 128.01 feet;

thence North 73°43'00" East 64.24 to the northeasterly corner of said Lot 41;

thence leaving said general northerly boundary South 1°37'00" East 47.00 feet;

thence South 34°50'00" West 25.25 feet;

thence South 20°05'00" West 31.50 feet;

thence South 38°00'00" West 76.30 feet;

thence South 11°25'00" East 14.80 feet;

thence North 63°20'00" West 45.20 feet;

thence North 21°00'00" West 32.60 feet;

thence North 72°00'00" West 6.50 feet;

113512

having a radius of 25.00 feet, a radial line of said reverse curve from said point bears South 84°15'58" East;

thence along said reverse curve northeasterly 37.96 feet through a central angle of 86°59'32" to the easterly line of said Lot L;

thence along said easterly line South 2°43'34" West 10.00 feet to an angle point therein;

thence continuing along said easterly line South 47°08'55" West 19.97 feet to the POINT OF BEGINNING.

CONTAINING: 0.032 Acres, more or less.

PARCEL 5 - METROPOLITAN WATER DISTRICT

That portion of that certain strip of land conveyed to the Metropolitan Water District by a document recorded December 13, 1967 as Instrument No. 109720 of Official Records in the Office of the County Recorder of the County of Riverside, State of California, described as follows:

BEGINNING at the northwest corner of Lot H (Rancho Vista Road) as shown on a map of Tract No. 20079-1 filed in Book 150, Pages 28 through 34 of Maps in said Office of the County Recorder;

thence along the westerly line of said Lot H South 28°28'42" West 6.15 feet to a point on a non-tangent curve concentric with a curve in the northerly line of said Lot H, said concentric curve being concave southerly and having a radius of 4038.00 feet, a radial line of said curve from said point bears South 15°55'48" West;

thence along said concentric curve westerly 82.15 feet through a central angle of 1°09'56" to the west line of said strip of land conveyed to the Metropolitan Water District;

thence along said west line North 28°28'42" East 47.69 feet;

thence South 74°05'00" East 81.96 feet to the west line of said Tract No. 20079-1;

thence along said west line South 28°28'42" West 40.71 feet to the POINT OF BEGINNING.

CONTAINING: 0.087 Acres, more or less.

113512

thence South 31°45'00" West 36.70 feet;
thence North 82°45'00" West 29.00 feet;
thence South 13°05'00" West 32.70 feet;
thence South 39°05'00" West 49.25 feet;
thence South 78°20'00" West 17.00 feet;
thence North 79°50'00" West 18.60 feet;
thence North 28°45'00" West 52.50 feet;
thence South 20°30'00" West 21.00 feet;
thence South 36°20'00" West 29.10 feet;
thence North 57°50'00" West 51.50 feet;
thence North 74°30'00" West 15.60 feet;
thence South 81°50'00" West 39.99 feet to the westerly line of said Lot 34;
thence along said westerly line North 8°57'00" East 18.46 feet to the POINT
OF BEGINNING.

CONTAINING: 0.985 Acres, more or less.

LEGAL DESCRIPTION

PRIVATE PROPERTY NATIVE OPEN SPACE WITHIN TRACT NO. 20079

PARCEL 1 - TRACT NO. 20079

Those portions of Lots 3 through 14 of Tract No. 20079, as shown on a map thereof filed in Book 150, Pages 47 through 51 of Maps in the Office of the County Recorder of the County of Riverside, State of California, described as follows:

BEGINNING at the southeasterly corner of said Lot 14;

thence along the southerly and southwesterly boundary line of said Tract No. 20079, through the following courses:

South 73°43'00" West 64.24 feet;

thence South 77°32'10" West 128.01 feet;

thence South 70°37'00" West 34.20 feet;

thence South 89°15'00" West 61.60 feet;

thence South 47°40'00" West 52.56 feet;

thence South 30°15'00" West 52.49 feet;

thence South 52°57'00" West 47.08 feet;

thence South 72°23'00" West 9.98 feet;

thence North 75°31'00" West 17.71 feet;

thence South 34°27'00" West 28.85 feet;

thence North 45°34'00" West 277.26 feet;

thence South 55°50'00" West 154.78 feet;

thence North 3°07'39" East 165.40 feet;

thence North 48°56'16" West 167.29 feet;

thence North 44°50'00" East 104.28 feet;

thence North 63°18'17" East 125.72 feet;

thence leaving said southwesterly boundary South 53°50'00" East 17.70 feet;

113512

thence South 18°20'00" East 32.00 feet;
thence South 27°10'00" East 34.61 feet;
thence South 70°41'00" West 27.84 feet;
thence South 28°15'00" East 21.80 feet;
thence South 45°50'00" East 31.70 feet;
thence South 58°40'00" East 41.66 feet;
thence South 55°50'00" West 22.45 feet;
thence South 8°10'00" East 12.00 feet;
thence South 33°10'00" West 21.50 feet;
thence South 13°30'00" East 18.30 feet;
thence South 68°00'00" West 8.00 feet;
thence South 29°20'00" East 7.30 feet;
thence South 51°45'00" West 8.00 feet;
thence South 18°00'00" East 14.00 feet;
thence South 13°05'00" West 30.40 feet;
thence South 78°25'00" East 44.00 feet;
thence North 77°50'00" East 18.00 feet;
thence South 87°05'00" East 18.70 feet;
thence North 68°45'00" East 10.60 feet;
thence North 86°55'00" East 11.75 feet;
thence North 57°23'48" East 10.51 feet;
thence South 2°00'00" East 33.25 feet;
thence South 28°00'00" East 39.80 feet;
thence South 6°15'00" East 13.00 feet;
thence South 21°05'00" East 46.80 feet;

113512

Private Property Native Open Space
in Tract No. 20079

May 22, 1985
JN 22491/8L2

thence South 73°00'00" East 20.00 feet;
thence South 50°15'00" East 27.00 feet;
thence South 32°10'00" East 30.40 feet;
thence South 55°10'00" East 60.30 feet;
thence South 70°10'00" East 13.50 feet;
thence North 60°25'00" East 21.50 feet;
thence North 29°20'00" East 40.25 feet;
thence North 46°25'00" East 63.50 feet;
thence North 73°55'00" East 11.50 feet;
thence South 89°10'00" East 48.00 feet;
thence North 72°40'00" East 27.82 feet;
thence North 87°20'00" East 15.33 feet to the southeasterly corner of said
Lot 11;
thence North 54°00'00" East 40.00 feet;
thence North 81°30'00" East 32.50 feet;
thence North 88°10'00" East 60.15 feet;
thence North 72°35'00" East 26.42 feet;
thence North 78°30'00" East 37.58 feet to the POINT OF BEGINNING.

CONTAINING: 1.731 Acres, more or less.

113512

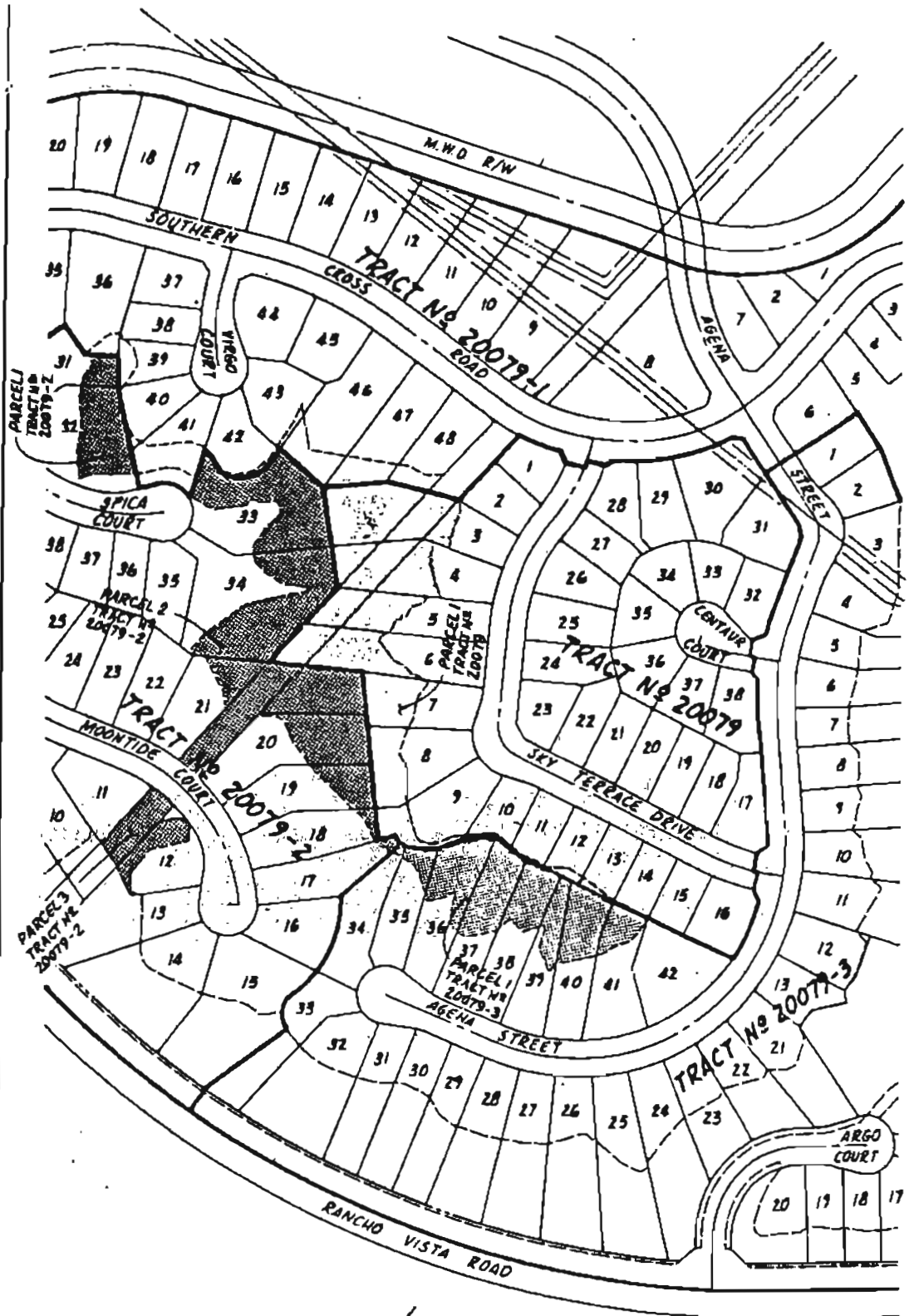
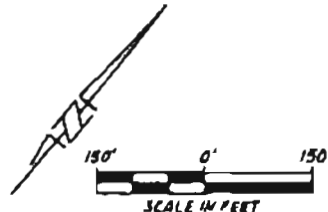


EXHIBIT "E-1"
 TRACT NO 20079,
 TRACT NO 20079-2,
 TRACT NO 20079-3.
 PRIVATE PROPERTY.
 NATIVE OPEN SPACE.



RB
 Robert B. Brown, Jr. Surveyor
 MAY 12, 1983
 J.H. 22491

TICOR TITLE INS CO

113513

Recording Requested by
and when recorded mail to:

Kaiser Development Company
Attn: Legal Department
27405 Ynez Road
Temecula, CA 92390

RECEIVED FOR RECORD
MAY 28 1985

MAY 28 1985

Recorded in Official Records
of Riverside County, California

With E. Shady
Page 8

SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
AND ANNEXATION

This Supplemental Declaration is made by Kaiser Development Company
("Declarant") as of this 24th day of May 1985.

R E C I T A L S

A. On May 28, 1985, Declarant recorded that certain Declaration of
Covenants, Conditions and Restrictions of the Starlight Ridge South Homeowners
Association (the "Declaration") dated May 24, 1985, as Instrument No. 113512
of Official Records in the office of the Riverside County Recorder. The
Declaration directly affected Lots 1 through 48, inclusive, in Tract 20079-1 as per
map recorded in Book 150, Pages 28 through 34, inclusive, of Maps, in Official
Records of the Riverside County Recorder.

B. Section 12 of the Declaration provides that additional real property,
including the area described below, may be annexed by Declarant and become a part
of the Project subject to the provisions of the Declaration and jurisdiction of the
Starlight Ridge South Homeowners' Association ("Association"). The property to be
annexed at this time under said Section 12 is owned by Declarant and is described
as follows:

Annexed Residential Lots:

Lots 1 through 42, inclusive, in Tract 20079-3 in the
County of Riverside, State of California, as per map
recorded in Book 150, pages 41 through 46, inclusive,
of Maps, in the Office of the County Recorder of said
County.

Lots 1 through 42, as described above, are hereinafter
collectively referred to as the "Annexed Residential Lots"
or individually as an "Annexed Residential Lot".

C. By this Supplemental Declaration, Declarant hereby intends to cause the
Annexed Residential Lots to become subject to the Declaration, upon the terms and
conditions stated herein.

NOW, THEREFORE, it is hereby declared that the Annexed Residential Lots shall
be held, sold, conveyed and used subject to the Declaration on the following terms
and conditions:

1. The term "Project" as defined in Section 1(s) of the Declaration and as
used throughout said Declaration shall include the Annexed Residential Lots.
2. The terms "Residential Lots" and "Residential Lot" as defined in Section
1(v) of the Declaration and as used throughout the Declaration shall include the
Annexed Residential Lots and each Annexed Residential Lot, respectively.
3. Declarant expressly reserves the right of any time prior to conveyance of
the first Annexed Residential Lot, to withdraw the Annexed Residential Lots from this
annexation, and to nullify the effect of this Supplemental Declaration.
4. Notwithstanding any other provision of this Supplemental Declaration or
the Declaration, regular, special or other assessments with respect to the Annexed
Residential Lots, shall commence on, but not before, the first day of the month
following the close of escrow for the first sale of an Annexed Residential Lot, as
defined above.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

KAISER DEVELOPMENT COMPANY,
a California corporation



By [Signature]
Its duly Authorized Agent

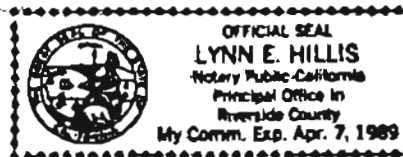
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS.

On May 24, 1985 before me, the undersigned, Notary Public in and for said State, personally appeared Jeffrey L. Minkler personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the agent of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: [Signature]

Lynn E. Hillis



RECEIVED FOR RECORD
AT 2:30 O'CLOCK A.M.
At Request of
TICOR TITLE INSURANCE CO.

SEP 10 1985

Recorded in Official Records
of Riverside County, California

William E. Hardy
Register

Fee \$

203102

Recording Requested by
and when recorded mail to:

Kaiser Development Company
Attn: Legal Department
27405 Ynez Road / Temecula
Rancho California, CA 92390

SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
AND ANNEXATION

This Supplemental Declaration is made by Kaiser Development Company
("Declarant") as of this 6th day of September, 1985.

R E C I T A L S

A. On May 28, 1985, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions of the Starlight Ridge South Homeowners Association (the "Declaration") dated May 24, 1985, as Instrument No. 113512 of Official Records in the office of the Riverside County Recorder. The Declaration directly affected Lots 1 through 48, inclusive, in Tract 20079-1 as per map recorded in Book 150, Pages 28 through 34, inclusive, of Maps, in Official Records of the Riverside County Recorder.

B. A Supplemental Declaration of Covenants, Conditions and Restrictions and Annexation (the "Supplement") was recorded May 28, 1985 as Instrument No. 113513 of Official Records in the Office of the Riverside County Recorder. The Supplement directly affects Lots 1 through 42, inclusive, in Tract 20079-3, as per map recorded in Book 150, Pages 41 through 46, inclusive, of Maps in the Official Records of the Riverside County Recorder.

C. Section 12 of the Declaration provides that additional real property, including the area described below, may be annexed by Declarant and become a part of the Project subject to the provisions of the Declaration and jurisdiction of the Starlight Ridge South Homeowners' Association ("Association"). The property to be annexed at this time under said Section 12 is owned by Declarant and is described as follows:

Annexed Residential Lots:

Lots 1 through 39, inclusive, in Tract 20079-2 in the County of Riverside, State of California, as per map recorded in Book 150, pages 35 through 40, inclusive, of Maps, in the Office of the County Recorder of said County.

Lots 1 through 39, as described above, are hereinafter collectively referred to as the "Annexed Residential Lots" or individually as an "Annexed Residential Lot".

D. By this Supplemental Declaration, Declarant hereby intends to cause the Annexed Residential Lots to become subject to the Declaration, upon the terms and conditions stated herein.

NOW, THEREFORE, it is hereby declared that the Annexed Residential Lots shall be held, sold, conveyed and used subject to the Declaration on the following terms and conditions:

1. The term "Project" as defined in Section 1(a) of the Declaration and as used throughout said Declaration shall include the Annexed Residential Lots.
2. The terms "Residential Lots" and "Residential Lot" as defined in Section 1(v) of the Declaration and as used throughout the Declaration shall include the Annexed Residential Lots and each Annexed Residential Lot, respectively.
3. Declarant expressly reserves the right of any time prior to conveyance of the first Annexed Residential Lot, to withdraw the Annexed Residential Lots from this annexation, and to nullify the effect of this Supplemental Declaration.

Sept. 10, 1985

C 456024

203102

4. Notwithstanding any other provision of this Supplemental Declaration or the Declaration, regular, special or other assessments with respect to the Annexed Residential Lots, shall commence on, but not before, the first day of the month following the close of escrow for the first sale of an Annexed Residential Lot, as defined above.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

KAISER DEVELOPMENT COMPANY,
a California corporation



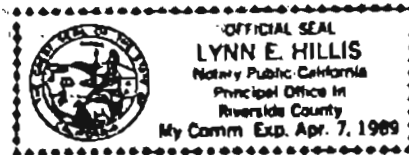
By Michael R. Walsh
Its Duly Authorized Agent

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS.

On September 6, 1985 before me, the undersigned, Notary Public in and for said State, personally appeared Michael R. Walsh personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the agent of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: Lynn E. Hillis
Lynn E. Hillis



203103

RECEIVED BY
TICOR TITLE INSURANCE CO.
RECORDED BY
TICOR TITLE INSURANCE CO.

Recording Requested by
and when recorded mail to:

Kaiser Development Company
Attn: Legal Department
27405 Ynez Road / Temecula
Rancho California, CA 92390

RECEIVED FOR RECORD
AT 8:00 A.M.
At Request of
TICOR TITLE INSURANCE CO.

SEP 10 1985

Recorded in Official Records
of Riverside County, California
William E. Sherry
Recorder
Page 3

YH
SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
AND ANNEXATION

This Supplemental Declaration is made by Kaiser Development Company
("Declarant") as of this 6th day of September, 1985.

R E C I T A L S

A. On May 28, 1985, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions of the Starlight Ridge South Homeowners Association (the "Declaration") dated May 24, 1985, as Instrument No. 113512 of Official Records in the office of the Riverside County Recorder. The Declaration directly affected Lots 1 through 48, inclusive, in Tract 20079-1 as per map recorded in Book 150, Pages 28 through 34, inclusive, of Maps, in Official Records of the Riverside County Recorder.

B. A Supplemental Declaration of Covenants, Conditions and Restrictions and Annexation (the "Supplement") was recorded May 28, 1985 as Instrument No. 113513 of Official Records in the Office of the Riverside County Recorder. The Supplement directly affects Lots 1 through 42, inclusive, in Tract 20079-3, as per map recorded in Book 150, Pages 41 through 46, inclusive, of Maps in the Official Records of the Riverside County Recorder.

C. A Supplemental Declaration of Covenants, Conditions and Restrictions and Annexation (the "Supplement II") was recorded Sept. 10, 1985 as Instrument No. 203102 Official Records in the Office of the Riverside County Recorder. Supplement II directly affects Lots 1 through 39, inclusive in Tract 20079-2 as per map recorded in Book 150, Pages 35 through 40, inclusive, of Maps in the Official Records of the Riverside County Recorder.

D. Section 12 of the Declaration provides that additional real property, including the area described below, may be annexed by Declarant and become a part of the Project subject to the provisions of the Declaration and jurisdiction of the Starlight Ridge South Homeowners' Association ("Association"). The property to be annexed at this time under said Section 12 is owned by Declarant and is described as follows:

Annexed Residential Lots:

Lots 1 through 38, inclusive, in Tract 20079 in the County of Riverside, State of California, as per map recorded in Book 150, pages 47 through 51, inclusive, of Maps, in the Office of the County Recorder of said County.

Lots 1 through 38, as described above, are hereinafter collectively referred to as the "Annexed Residential Lots" or individually as an "Annexed Residential Lot".

E. By this Supplemental Declaration, Declarant hereby intends to cause the Annexed Residential Lots to become subject to the Declaration, upon the terms and conditions stated herein.

NOW, THEREFORE, it is hereby declared that the Annexed Residential Lots shall be held, sold, conveyed and used subject to the Declaration on the following terms and conditions:

1. The term "Project" as defined in Section 1(s) of the Declaration and as used throughout said Declaration shall include the Annexed Residential Lots.

LV
C 447071

Sept. 10, 1985

2. The terms "Residential Lots" and "Residential Lot" as defined in Section 1(v) of the Declaration and as used throughout the Declaration shall include the Annexed Residential Lots and each Annexed Residential Lot, respectively.

3. Declarant expressly reserves the right of any time prior to conveyance of the first Annexed Residential Lot, to withdraw the Annexed Residential Lots from this annexation, and to nullify the effect of this Supplemental Declaration.

4. Notwithstanding any other provision of this Supplemental Declaration or the Declaration, regular, special or other assessments with respect to the Annexed Residential Lots, shall commence on, but not before, the first day of the month following the close of escrow for the first sale of an Annexed Residential Lot, as defined above.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

KAISER DEVELOPMENT COMPANY,
a California corporation



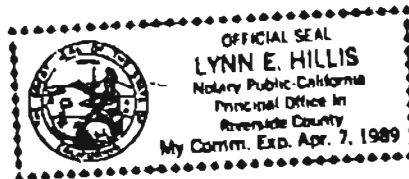
Michael R. Walsh
Its Duly Authorized Agent

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS.

On September 6, 1985 before me, the undersigned, Notary Public in and for said State, personally appeared Michael R. Walsh personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the agent of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: Lynn E. Hillis
Lynn E. Hillis



203103

1 FIORE, NORDBERG, WALKER & RACOBBS
 2 A Professional Law Corporation
 3 6670 Alessandro Boulevard, Suite B
 4 Riverside, CA 92506
 5 (909) 789-8100

FILED
 RIVERSIDE COUNTY

SEP 9 1994
 SEP 9 1994

6 Attorneys for Petitioner
 7 STARLIGHT RIDGE SOUTH HOMEOWNERS ASSOCIATION

By *[Signature]* D.M. Sanchez
 Deputy

8 **MASTER**
 9 **IMAGED**
 10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 11 FOR THE COUNTY OF RIVERSIDE

12 IN RE: Petition for Amendment)
 13 of Declaration of Covenants,)
 14 Conditions and Restrictions)
 15 for STARLIGHT RIDGE SOUTH)

CASE NO. 252888

(Proposed) ORDER GRANTING
 PETITION TO REDUCE PERCENTAGE
 OF AFFIRMATIVE VOTES NECESSARY
 TO AMEND A DECLARATION OF
 COVENANTS, CONDITIONS AND
 RESTRICTIONS WITHIN A
 COMMON INTEREST DEVELOPMENT

16 COPY of Document Recorded
 17 001 24 1994 as No. 407316
 18 has not been compared with
 19 original
 20 FRANK K. JOHNSON
 21 County Recorder
 22 RIVERSIDE COUNTY CALIFORNIA

(Calif. Civ. Code §1356)

Date: Sept. 9, 1994
 Time: 8:30am
 Dept.: 7

23 The petition of STARLIGHT RIDGE SOUTH HOMEOWNERS ASSOCIATION
 24 ("ASSOCIATION") to reduce the percentage of affirmative votes
 25 necessary to amend the Declaration of Covenants, Conditions and
 26 Restrictions for STARLIGHT RIDGE SOUTH ("DECLARATION") came on
 27 regularly for hearing on September 9, 1994, at 8:30 a.m., in
 28 Department 7 at the above-referenced court. Rod A. Baydaline
 appeared on behalf of the Petitioner. None appeared

[Proposed] Order Granting Petition
 to Reduce Percentage, etc.

on behalf of certain members of the ASSOCIATION in opposition to the petition. Various members of the ASSOCIATION did/did not express their support or opposition to the petition in open Court.

Upon reading and considering:

1. The Verified Petition to Reduce the Percentage of Affirmative Votes Necessary to Amend a Declaration of Covenants, Conditions and Restrictions Within a Common Interest Development;

2. The Memorandum of Points and Authorities in Support of Petition to Reduce Percentage of Affirmative Votes Necessary for Amendment of a Declaration of Covenants, Conditions and Restrictions Within a Common Interest Development;

3. The Declaration of Richard Klassen in Support of Petition to Reduce Percentage of Affirmative Votes Necessary for Amendment of a Declaration of Covenants, Conditions and Restrictions;

4. The Declaration of J.B. "Pete" Olhasso in Support of Petition to Amend Declaration of Covenants, Conditions and Restrictions;

and upon considering all of the evidence presented therein and the oral argument made at the time of the hearing, the Court orders as follows:

1. IT IS ORDERED that the petition be granted and that the "Amendment to the Declaration of Covenants, Conditions and Restrictions for STARLIGHT RIDGE SOUTH", attached hereto as Exhibit "H", shall be ordered approved based upon the number of affirmative votes actually cast during the balloting process pursuant to California Civil Code §1356, subject to the following conditions:

1 2. IT IS ~~FURTHER ORDERED~~ that Exhibit "H" to this Order
2 shall be recorded along with this Order in every county in which a
3 portion of the common interest development is located pursuant to
4 California Civil Code §1356(f), and that within a reasonable time
5 after the Amendment is recorded, the Association shall mail a copy
6 of the Amendment to each member of the Association, together with
7 a statement that the Amendment has been recorded, pursuant to Civil
8 Code §1356(g).

9 3. IT IS ~~FURTHER ORDERED~~ that this Order is not severable,
10 and in the event that any portion hereof is found to be in excess
11 of the Court's jurisdiction, it is the intent of the Court that the
12 entire Order be and is hereby declared to be a nullity and the same
13 is hereby vacated.

14
15 DATED: Sept 8, 1994

16
17 
18 Judge of the Superior Court
19
20
21
22
23
24
25
26
27
28

star\order.amd

RECORDING REQUESTED BY AND RETURN TO:

**Fiore, Nordberg, Walker & Jacobs
6670 Alessandro Boulevard, Suite B
Riverside, CA 92508**

(Space Above for Recorder's Use)

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR STARLIGHT RIDGE SOUTH**

WHEREAS, the Starlight Ridge South Homeowners Association, located in the City of Temecula, County of Riverside, State of California, and more particularly described as:

Lots 1 through 48, inclusive, of Tract 20079-1, as per map recorded in Book 150, pages 28 through 34, of Maps, in the Office of the County Recorder of Riverside County;

Lots 1 through 39, inclusive, of Tract 20079-2, as per map recorded in Book 150, pages 35 through 40, of Maps, in the Office of the County Recorder of Riverside County;

Lots 1 through 42, inclusive, of Tract 20079-3, as per map recorded in Book 150, pages 41 through 46, of Maps, in the Office of the County Recorder of Riverside County;

Lots 1 through 38, inclusive, of Tract 20079, as per map recorded in Book 150, pages 47 through 51, of Maps, in the Office of the County Recorder of Riverside County;

is subject to that certain Declaration of Covenants, Conditions and Restrictions for Starlight Ridge South, recorded in the Official Records of Riverside County, as Document No. 113512, on May 28, 1985 ("Declaration"); and

WHEREAS, the Declaration provides for its amendment by the affirmative vote of 75 percent of the members of the Association (Declaration, Sec. 13(a)); and

WHEREAS, the amendment herein to said Declaration was proposed by written ballot of the members pursuant to applicable law, and the proposed amendment was approved by an order of the Riverside County Superior Court pursuant to Code of Civil Procedure Section 1356.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 7(b) of the Declaration shall be amended to provide as follows:

(b) Association's Maintenance of Landscape Maintenance Areas and Private Property Native Open Space. The Association shall maintain the Landscape Maintenance Areas, including all improvements, facilities, landscaping and planting thereon, in good condition and repair and in substantial conformance to the landscaping plans entitled Kaiser Development Company, Starlight Ridge South, prepared by Hogan and Roy Associates, Landscape Architects. The Association shall also have the right, in the sole discretion of the Board, to mow the vegetation in any or all of the Private Property Native Open Space.

2. Section 6(d) of the Declaration shall be amended to provide as follows:

(d) Easements for Maintenance. Declarant hereby reserves to itself, its successors and assigns, and agrees that it will grant to the Association prior to the close of escrow of the first Lot in each Phase in the Project, a nonexclusive easement for ingress and egress over the Lots within that Phase for the purposes of repair, reconstruction, restoration, landscaping and maintaining the landscaping of the Landscape Maintenance Areas on the Lots within that Phase or adjacent to the Lots within that Phase. The Association is hereby granted an easement of ingress, egress and access for the purpose of exercising that right to mow Private Property Native Open Space provided by Section 7(b), as amended.

IN WITNESS WHEREOF, the undersigned Association has hereunto set its hand and seal this 14 day of October, 1994.

STARLIGHT RIDGE SOUTH HOMEOWNERS ASSOCIATION

By: [Signature]
Its President

By: Richard A. Ruff
Its Secretary

CERTIFICATE OF SECRETARY

The undersigned, being the duly appointed Secretary of the Starlight Ridge South Homeowners Association, a California nonprofit mutual benefit corporation, does hereby certify that the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions for Starlight Ridge South has been duly approved and adopted by the requisite percentage of the membership of said Association.

Date: 10-14-94

Richard A. Ruff
Secretary, Starlight Ridge South
Homeowners Association

