PRELIMINARY REPORT

Prelim Number:

IE2310980

Fidelity National Title Company
451 E. Vanderbilt Way, Suite 350
San Bernardino, CA 92408

Issuing Policies of **Fidelity National Title Insurance Company**

Title Officer: Ray Atencio
Phone: 909-890-0601
Fax: 866-544-9391
Email: Ray.Atencio@fnf.com
Rawson and Associates
43300 Business Park Drive, Ste A208
Temecula, CA 92590
Attn: Lindsey Schaefer

Ref. No.:

Order No.: IE2310980

Loan No.:

Property: Vacant Land, Temecula, CA 92590

In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned By:

Authorized Officer or Agent
Mike Genest

Effective date: March 21, 2024 at 07:30 AM

The form of Policy or Policies of Title Insurance contemplated by this Report is:

CLTA Standard Coverage Policy of Title Insurance (4-8-14)

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

   A FEE

2. Title to said estate or interest at the date hereof is vested in:

   Vogel Corporation, a California Corporation

3. The Land referred to in this Report is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT A

Legal Description

For APN/Parcel ID(s): 936-310-002

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 2 OF TRACT NO. 26477, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 265, PAGES 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTIONS

At the date hereof, items to be considered and exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.

2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

   Note: If said supplementals (if any) are not posted prior to the date of closing, this company assumes no liability for payment thereof.

3. Water rights, claims or title to water, whether or not disclosed by the public records.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

   Purpose: Public utilities
   Affects: As shown on Tract Map

5. An irrevocable offer to dedicate an easement over a portion of said Land for

   Purpose(s): Public street and incidental purposes
   Recording Date: June 18, 1970
   Recording No: 1970-58253, of Official Records
   Affects: A portion of said land

   To: The Public

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

   In favor of: Sycamore Springs Ranches, LTD.
   Purpose: Roadway and public utilities purposes to be used in common with others and incidental purposes
   Recording Date: July 15, 1970
   Recording No: 1970-67644, of Official Records
   Affects: A portion of said land

   and Recording Date: July 15, 1970
   and Recording No: 1970-67647, of Official Records

   and Recording Date: July 15, 1970
   and Recording No: 1970-67650, of Official Records

   and Recording Date: July 15, 1970
   and Recording No: 1970-67653, of Official Records

   and Recording Date: July 15, 1970
   and Recording No: 1970-67656, of Official Records

7. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: October 20, 1970
Recording No.: 1970-105777, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of a first mortgage or first deed of trust made in good faith and for value.

Modification(s) of said covenants, conditions and restrictions

Recording Date: March 4, 1971
Recording No.: 1971-21823, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: April 27, 1971
Recording No.: 1971-43614, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: April 27, 1971
Recording No.: 1971-43615, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: May 27, 1971
Recording No.: 1971-56527, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: August 1, 1979
Recording No.: 1979-161804, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: October 21, 1988
Recording No.: 1988-307075, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: September 24, 1990
Recording No.: 1990-353535, of Official Records

A Notice of Assessment Pursuant to said Declaration

Recording Date: October 11, 1989
Recording No.: 1989-350841, of Official Records

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Southern California Edison Company
Purpose: Public utilities and incidental purposes
Recording Date: November 16, 1971
Recording No: 1971-131407, of Official Records
Affects: A portion of said land

Reference is made to said document for full particulars

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: H. W. Slumpff and Linda Maurene Slumpff
Purpose: Ingress and egress and incidental purposes
Recording Date: November 30, 1981
Recording No: 1981-221361, of Official Records
Affects: A portion of said land

Reference is made to said document for full particulars

10. Matters contained in that certain document

Entitled: Private Well Agreement and Grant of Easement Class II
Dated: June 11, 1986
Executed by: Rancho California Water District and Sharon D. Lund, an unmarried woman
Recording Date: July 24, 1986
Recording No.: 1986-174748, of Official Records

Reference is hereby made to said document for full particulars.

and Recording Date: July 24, 1986
and Recording No: 1986-174811, of Official Records

11. Matters contained in that certain document

Entitled: Agreement
Dated: February 28, 1995
Executed by: Murrieta Valley Unified School District and Canyon Oaks Estates, L.P., a California Limited partnership
Recording Date: March 21, 1995
Recording No.: 1995-084365, of Official Records

Reference is hereby made to said document for full particulars.

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Rancho California Water District, a Public Corporation
Purpose: Pipeline or pipelines, together with incidental appurtenances, connections and structures and incidental purposes
Recording Date: October 29, 1996
Recording No: 1996-414128, of Official Records
Affects: A portion of said land

Terms and provisions contained in the above document.

Reference is made to said document for full particulars

13. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

END OF EXCEPTIONS

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

REQUIREMENTS

1. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

   Name of Corporation: Vogel Corporation, a California Corporation

   a) A Copy of the corporation By-laws and Articles of Incorporation

   b) An original or certified copy of a resolution authorizing the transaction contemplated herein

   c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

   d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

2. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

   Party(s): All Parties

   The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

   NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

END OF REQUIREMENTS

INFORMATIONAL NOTES

1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

2. Note: None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.

3. NOTE: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

4. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:	McDaniel Brothers, LLC, a California Limited Liability Company
Grantee:	Vogel Corporation, a California Corporation
Recording Date:	March 7, 2024
Recording No.:	2024-0064158, of Official Records

   Affects: The herein described Land and other land.

5. Property taxes, for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.:	936-310-002
Fiscal Year:	2023-2024
1st Installment:	$2,502.93
2nd Installment:	$2,502.93
Exemption:	$0.00
Land:	$160,864.00
Improvements:	$11,617.00
Personal Property:	$0.00
Code Area:	082-016
Bill No.:	2023004805930

6. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

7. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company?s State Counsel, Regional Counsel, or one of their designees.

8. Unless this company is in receipt of WRITTEN instructions authorizing a particular policy, Fidelity Title will AUTOMATICALLY issue the American Land Title Association Homeowner's Policy (02/03/10) for all qualifying residential 1-4 properties/transactions to insure the buyer at the close of escrow.

9. If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

10. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

11. Note: Part of the RESPA Rule to simplify and Improve the Process of Obtaining Mortgages and Reduce Consumer Settlement Costs requires the settlement agent to disclose the agent and underwriter split of title premiums, including endorsements as follows

    Line 1107 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title agent. Fidelity National Title Company retains 88% of the total premium and endorsements.

    Line 1108 used to record the amount of the total title insurance premium, including endorsements, that is retained by the title underwriter. Fidelity National Title Insurance Company retains 12% of the total premium and endorsements.

12. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:

A. 2006 ALTA Owner's Policy (06-17-06).

6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

B. 2006 ALTA Loan Policy (06-17-06)

8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).

10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

E. CLTA Standard Coverage Policy 1990 (11-09-18).

7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.

8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

END OF INFORMATIONAL NOTES

FIDELITY NATIONAL FINANCIAL
CALIFORNIA PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). "Personal Information" means information that identifies, relates to, describes, and is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. If FNF has collected, used, or disclosed your Personal Information in relation to a job application or employment, independent contractor, officer, owner, or director relationship with FNF, FNF's practices are discussed in our Notice at Collection for Prospective Employees, available at ***Prospective California Employees***.

Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

Collection of categories of Personal Information:

In the preceding twelve (12) months FNF has collected, and will continue to collect, the following categories of Personal Information from you:

- Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, passport number, financial information, date of birth, or other similar identifiers;
- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history on FNF websites, and information regarding a Consumer's interaction with an FNF website;
- Geolocation data;
- Professional or employment information;
- Education Information.

This Personal Information is collected from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others;
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities, or from internet service providers, data analytics providers, and social networks;
- Information from the use of our websites and mobile applications;
- Information we receive directly from you related to doing business with us.

This Personal Information is collected for the following business purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To perform a contract between FNF and the Consumer;
- To improve our products and services;
- To comply with legal obligations;
- To protect against fraudulent or illegal activity;

- To communicate with you about FNF or our affiliates;
- To maintain an account with FNF or our affiliates;
- To provide, support, personalize, and develop our websites, products, and services;
- To provide reviews and testimonials about our services, with your consent;
- To directly market our products to consumers;
- As described to you when collecting your Personal Information or as otherwise set forth in the California Consumer Privacy Act.

Disclosures of Personal Information for a business purpose:

In the preceding twelve (12) months FNF has disclosed, and will continue to disclose, the categories of Personal Information listed above for a business purpose. We may disclose Personal Information for a business purpose to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your prior consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers and non-affiliated third parties such as internet service providers, data analytics providers, and social networks;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

Sale of Personal Information:

In the preceding twelve (12) months, FNF has not sold or shared Personal Information. FNF does not sell or share Personal Information.

Retention Periods:

Due to the breadth and variety of data collected by FNF, it is not possible for us to provide you with a comprehensive list of timeframes during which we retain each category of Personal Information. FNF retains categories of information as reasonably necessary to satisfy the purpose for which we collect the information. This time period varies depending on the purpose for which we collected the information, the nature and frequency of our interactions and relationship with you, whether we have a legal basis to continue retaining the information, industry practices, the value and sensitivity of the information, and state and federal recordkeeping requirements.

Personal Information of minors:

FNF does not knowingly collect the Personal Information of minors. FNF does not sell or share the information of consumers under sixteen (16) years of age.

Sensitive Personal Information:

FNF does not use or disclose sensitive Personal Information for any purposes other than those specified in the California Consumer Privacy Act.

Right to know:

Consumers have a right to know about Personal Information collected, used, disclosed, shared, or sold, including the categories of such Personal Information, as well as the purpose for such collection, use, disclosure, sharing, or selling, categories of third parties to whom Personal Information is disclosed, shared or sold, and the specific pieces of Personal Information collected about the consumer. Consumers have the right to request FNF disclose what Personal Information it collected, used, and disclosed in the past twelve (12) months.

Right to request deletion:

Consumers have a right to request the deletion of their Personal Information, subject to certain exceptions.

Right to Correct:

Consumers have the right to correct inaccurate Personal Information.

Right to non-discrimination:

Consumers have a right not to be discriminated against because of exercising their consumer privacy rights. We will not discriminate against Consumers for exercising any of their California Privacy Rights.

Privacy Requests:

To exercise any of your California Privacy Rights, or if acting as an authorized agent on behalf of another individual, please visit *California Privacy Request*, call us Toll Free at 888-413-1748, or write to the address at the end of this notice.

Upon making a California Privacy Request, FNF will verify the consumer's identity by requiring an account, loan, escrow number, or other identifying information from the consumer.

The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

A Consumer may use an Authorized Agent to submit any CCPA request. Authorized agents' requests will be processed like any other CCPA request, but FNF will also require the Consumer provide the agent's written permission to make the request and verify his or her identity with FNF.

FNF website services for mortgage loans:

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice describing the categories, sources, and uses of your Personal Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Information. FNF does not share Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

California Privacy Notice - Effective Date:

This California Privacy Notice was last updated on December 1, 2023.

Contact for more information:

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your California Privacy Rights, please visit ***California Privacy***, call Toll Free 888-413-1748, or contact us by mail at the below address.

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies	**Underwritten by FNF Underwriters**
CTC - Chicago Title Company	CTIC - Chicago Title Insurance Company
CLTC - Commonwealth Land Title Company	CLTIC - Commonwealth Land Title Insurance Company
FNTC - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
FNTCCA - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
TICOR - Ticor Title Company of California	CTIC - Chicago Title Insurance Company
LTC - Lawyer's Title Company	CLTIC - Commonwealth Land Title Insurance Company
SLTC - ServiceLink Title Company	CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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Fidelity National Title Company

STATEMENT OF INFORMATION
CONFIDENTIAL INFORMATION
FOR YOUR PROTECTION

Escrow No.: IE2310980

Completion of this statement expedites your application for title insurance, as it assists in establishing identity, eliminating matters affecting persons with similar names and avoiding the use of fraudulent or forged documents. Complete all blanks (please print) or indicate "none" or "N/A." If more space is needed for any item(s), use the reverse side of the form. Each party (and spouse/domestic partner, if applicable) to the transaction should personally sign this form.

NAME AND PERSONAL INFORMATION

_____ Date of Birth _____
First Name Middle Name Last Name Maiden Name
(If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Cell Phone _____ Fax _____ Email _____

Social Security No. _____ Driver's License No. _____

List any other name you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

Are you currently married? ☐ Yes ☐ No Are you currently a registered domestic partner? ☐ Yes ☐ No

If yes, complete the following information:

Date and place of marriage _____

Spouse/Domestic Partner _____ Date of Birth _____
First Name Middle Name Last Name Maiden Name
(If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Cell Phone _____ Fax _____ Email _____

Social Security No. _____ Driver's License No. _____

List any other name you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

****
****

CHILDREN

Child Name: _____ Date of Birth: _____ Child Name: _____ Date of Birth: _____

Child Name: _____ Date of Birth: _____ Child Name: _____ Date of Birth: _____

(if more space is required, use reverse side of form)

****
****

RESIDENCES (LAST 10 YEARS)

_____
Number & Street City From (date) to (date)

_____
Number & Street City From (date) to (date)

(if more space is required, use reverse side of form)

****
****

OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

_____
Firm or Business Name Address From (date) to (date)

_____
Firm or Business Name Address From (date) to (date)

(if more space is required, use reverse side of form)

****
****

SPOUSE'S/DOMESTIC PARTNER'S OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

_____
Firm or Business Name Address From (date) to (date)

_____
Firm or Business Name Address From (date) to (date)

(if more space is required, use reverse side of form)

****
****

STATEMENT OF INFORMATION
CONFIDENTIAL INFORMATION FOR YOUR PROTECTION
(continued)

PRIOR MARRIAGE(S) and PRIOR DOMESTIC PARTNERSHIP(S)

Any prior marriages or domestic partnerships for either person? _____ If yes, complete the following:

Prior spouse's (Party A) name: _____ Prior Spouse of Party A: _____

Marriage ended by: ☐ Death ☐ Divorce/Dissolution ☐ Nullification Date of Death/Divorce: _____

Prior spouse's (Party B) name: _____ Prior Spouse of Party B: _____ Spouse

Marriage ended by: ☐ Death ☐ Divorce/Dissolution ☐ Nullification Date of Death/Divorce: _____

(if more space is required, use reverse side of form)

****

INFORMATION ABOUT THE PROPERTY

Buyer intends to reside on the property in this transaction: ☐ Yes ☐ No

Owner to complete the following items

Street Address of Property in this transaction: _____

The land is ☐ unimproved; or improved with a structure of the following type: ☐ A Single or 1-4 Family ☐ Condo Unit ☐ Other _____

Improvements, remodeling or repairs to this property have been made within the past six (6) months: ☐ Yes ☐ No

If yes, have all costs for labor and materials arising in connection therewith been paid in full? ☐ Yes ☐ No

Any current loans on property? _____ If yes, complete the following:

Lender_____ Loan Amount_____ Loan Account No._____

Lender_____ Loan Amount_____ Loan Account No. _____

****

The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

_____ _____
Signature Date

_____
Print Name

_____ _____
Signature Date

_____
Print Name

(Note: If applicable, both spouses/domestic partners must sign.)

THANK YOU.

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(*Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here*)

ATTACHMENT ONE
(CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE OWNER'S POLICY (02-04-22)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.

   Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7 Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(*Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here*)

ATTACHMENT ONE
(CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, or regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE
(CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP 26477

BEING A DIVISION OF PARCELS 31, 32 and 33 OF PARCEL MAP 28, AS SHOWN IN PARCEL MAP BOOK 3, PAGES 30 THROUGH 39, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF THE RANCHO SANTA ROSA.

D² ENTERPRISES AUGUST • 1993

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. WE HEREBY DEDICATE TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "A" AND "B".

CANYON OAKS ESTATES, L.P., A CALIFORNIA LIMITED PARTNERSHIP

Robert L. Wilson

ROBERT L. WILSON, PRESIDENT OF TOPANGA OAKS, INC., GENERAL PARTNER OF CANYON OAKS ESTATES, L.P.

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS

ON THIS 23 DAY OF JANUARY, 1995, BEFORE ME Phyllis C. Schirmer, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ROBERT L. WILSON (PERSONALLY KNOWN TO ME / PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT AS THE PRESIDENT OF TOPANGA OAKS, INC., A CALIFORNIA CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, AND KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION, SAID CORPORATION TO BE A GENERAL PARTNER OF CANYON OAKS ESTATES, L.P. THE LIMITED PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AS SAID GENERAL PARTNER AND THAT SAID LIMITED PARTNERSHIP EXECUTED THE SAME.

MY COMMISSION EXPIRES 5-27-97
WITNESS MY HAND AND OFFICIAL SEAL.

Phyllis C Schirmer
NOTARY PUBLIC IN AND FOR SAID STATE

Phyllis C. Schirmer
Comm. #995462
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
Comm. Expires May 27, 1997

BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES. THE BOARD DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE COUNTY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID ROADS SHALL NOT BECOME PART OF THE COUNTY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THIS BOARD PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE.

DATED Sept 9, 1997. COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
ATTEST: GERALD A. MALONEY
CLERK OF THE BOARD OF SUPERVISORS
BY: Robert A. Buster
CHAIRMAN OF THE BOARD OF SUPERVISORS
BY: Gloria Perez-Smith DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ 17,800.00.

DATED: 8-11, 1997

R. WAYNE WATTS, COUNTY TAX COLLECTOR
BY: Marilyn Hope, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 17,800.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED August 13, 1997
GERALD A. MALONEY
CLERK OF THE BOARD OF SUPERVISORS
BY: _____, DEPUTY

CASH TAX BOND
R. WAYNE WATTS
COUNTY TAX COLLECTOR
BY Evelyn Haslam DEPUTY

RECORDER'S STATEMENT

FILED THIS 15th DAY OF SEPT., 1997, AT 8:00 A.M. IN BOOK 265 OF MAPS, AT PAGES 42-43, AT THE REQUEST OF THE CLERK OF THE BOARD.
NO: 334494
FEE: $8.00

ACTING
JAMES E. BRIDGES, COUNTY RECORDER
BY: S Logan DEPUTY

SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY

ENGINEER'S STATEMENT

I HEREBY STATE THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF TWO(2) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING APRIL, OF 1993; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

REGISTERED CIVIL ENGINEER
MEL CASTILLO
No C-032689
Exp. 12/31/97
CIVIL
STATE OF CALIFORNIA

DATE: 7/1/94
Mel Castillo
MEL CASTILLO R.C.E. 32689
EXP. DATE: 12/31/97

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 26477 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON 6/9/92, THE EXPIRATION DATE BEING 6/9/98; AND THAT I AM SATTISFIED THIS MAP IS TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR
MARK S. BERMAS
NO. 4668
Expires 9-30-99
STATE OF CALIFORNIA

DATED: Aug 25, 1997
Mark S. Bermas Deputy
DAVID E. BARNHART, INTERIM COUNTY SURVEYOR
R.C.E. 19776 LICENSE EXPIRATION: 9-30-97

SIGNATURES OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR INTERESTS HAVE BEEN OMITTED:

1. AN EASEMENT FOR ROADWAY AND PUBLIC UTILITY PURPOSES IN FAVOR OF SYCAMORE SPRINGS RANCHES, LTD., RECORDED IN DEED AS INST. NO'S. 67644, 67647, 67653, 67656 AND 67659, ON 7/15/70.

2. AN EASEMENT FOR INGRESS AND EGRESS PURPOSES, IN FAVOR OF H.W. AND LINDA MAUREEN SLUMPFF, RECORDED IN DEED AS INST. NO. 221361, ON 11/30/81.

3. AN EASEMENT FOR ROAD, PUBLIC UTILITY, DRAINAGE AND EQUESTRIAN PURPOSES, IN FAVOR OF KAISER AETNA, RECORDED IN DEED AS INST. NO. 165545, ON 12/15/72.

SEC. 8 & 9, T. 8 S., R. 3 W. SCHEDULE "D"

MB 265/42

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP 26477

BEING A DIVISION OF PARCELS 31-33, INCLUSIVE, OF PARCEL MAP 28, AS SHOWN IN PARCEL MAP BOOK 3, PAGES 30-39, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF THE RANCHO SANTA ROSA.

D² ENTERPRISES — AUGUST · 1993

0 100 200 400 600 800

SCALE: 1"=200'

NORTH

DATA TABLE

1. Δ= 10°02'28" R= 380.00' L= 66.60' T= 33.38'
2. Δ= 22°11'35" R= 380.00' L= 147.19' T= 74.53'
3. Δ= 37°38'38" (Δ= 37°39'06" L= 230.00') R=350.00' L= 229.95' T= 119.30'
4. TOTAL CURVE ℄ Δ= 73°50'40" R= 350.00' L= 451.09' T= 263.00' (Δ= 73°51'37" R= 350.00' L= 451.19' T= 263.08')
5. Δ=36°12'02" (Δ= 36°12'31" L= 221.19') R= 350.00' L= 221.14' T= 114.40'
6. Δ= 21°28'32" R= 810.00' L= 303.60' T= 153.60'
7. Δ= 21°28'32" (Δ= 21°28'45" R= 780.00' L= 292.41' T= 147.94') R= 780.00' L= 292.36' T= 147.92'
8. Δ= 63°43'48" R= 420.00' L= 467.17' T= 261.07'
9. Δ= 63°43'48" (Δ= 63°44'08" R= 450.00' L= 500.58' T= 279.75') R= 450.00' L= 500.53' T= 279.92'
10. Δ= 14°38'32" R= 480.00' L= 122.67' T= 61.67'
11. Δ= 29°55'33" R= 480.00' L= 250.71' T= 128.28'
12. TOTAL CURVE ℄ Δ= 43°52'55" R= 450.00' L= 344.65' T= 181.27' M&R
13. Δ= 79°31'58" R= 420.00' L= 583.01' T= 349.51' M&R PER P.M. 112/15
14. TOTAL CURVE ℄ Δ= 63°35'10" R= 550.00' L= 610.38' T= 340.92'
15. Δ= 21°51'44" R= 594.00' L= 226.65' T= 114.72'
16. Δ= 41°43'26" R= 594.00' L= 432.56' T= 226.37'
17. Δ= 4°00'26" R= 480' L= 33.57'

ENVIRONMENTAL CONSTRAINT NOTE

AN ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, IN E.C.S. BOOK 27, PAGE 92. THIS AFFECTS ALL LOTS.

LOT 1 — 10.08 AC. GROSS, 10.04 AC. NET

LOT 2 — 10.15 AC. GROSS, 9.68 AC. NET

LOT 3 — 11.70 AC. GROSS, 10.85 AC. NET

LOT 4 — 12.08 AC. GROSS, 11.92 AC. NET

LOT 5 — 10.15 AC. GROSS, 9.74 AC. NET

LOT 6 — 10.17 AC. GROSS, 9.84 AC. NET

℄ AVENIDA DEL ORO

℄ LA CRUZ DRIVE

℄ CALLE CATRINA

DRAINAGE EASEMENT

BASIS OF BEARINGS (N87°19'25"W M&R)

FD. NAIL & TAG R.C.E. 11473 IN WESTSIDE OF 18" ℄ DEAD TREE, 1.2' ABOVE GROUND, NO REF., ACCEPTED AS SD. 778.42' (N.53°31'03"E. CORN. PCL.20 778.29' N.59°30'58"E.)

FD. 1" I.P., DN. 0.1', TAG UNREADABLE, SET · TAG R.C.E. 32689, NO REF.

FD. 1" I.P., TAGGED L.S. 3698, PER P.M. 112/15, DN. 0.85'

FD. 1" I.P., TAGGED R.C.E. 21914, PER P.M. 54/3-4, UP 0.36'

FD. 1" I.P., FLUSH, TAGGED L.S. 5555, PER P.M. 177/24-25

SURVEYOR'S NOTES

- ○ SET 1" I.P, FLUSH, TAGGED R.C.E 32689
- ● FD. 1½" I.P. TAGGED R.C.E. 11473, PER P.M. 3/30-39, FLUSH, OR AS NOTED.
- ⊙ FD. 1½" BRASS CAP, TAGGED R.C.E. 11473, PER P.M. 3/30-39, FLUSH, OR AS OTHERWISE NOTED.
- ( ) INDICATES RECORD DATA PER P.M. 3/30-39, OR AS NOTED.

THE TOTAL AREA WITHIN THE DISTINCTIVE BORDER IS 64.33 ACS.

THE BASIS OF BEARINGS FOR THIS MAP IS THE CENTERLINE OF AVENIDA DEL ORO BEING N. 87°19'25" W., PER P.M. 3/30-39.

EASEMENT NOTES

1. P.U.E. AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES IN FAVOR OF S.C.E. CO., RECORDED IN DEED AS INST. NO. 131407, ON 11/16/71
2. AN EASEMENT FOR ROADWAY AND PUBLIC UTILITY PURPOSES IN FAVOR OF SYCAMORE SPRINGS RANCHES, LTD., RECORDED IN DEED AS INST. NO'S 67649, 67647, 67653, 67656, AND 67659, ON 7/15/70.
3. A DECLARATION OF DEDICATION FOR PUBLIC STREET PURPOSES, RECORDED IN DEED AS INST. NO. 58253, ON 6/18/70.
4. AN EASEMENT FOR WATER WELL PURPOSES IN FAVOR OF R.C.W.D., RECORDED IN DEED AS INST. NO'S. 174748 AND 174811, ON 7/24/86. NOT PLOTTABLE FROM RECORD.
5. AN EASEMENT FOR INGRESS AND EGRESS PURPOSES, IN FAVOR OF H.W. AND LINDA MAUREEN SLUMPFF, RECORDED IN DEED AS INST. NO. 221361, ON 11/30/81.
6. AN EASEMENT FOR ROAD, PUBLIC UTILITY, DRAINAGE AND EQUESTRIAN PURPOSES, IN FAVOR OF KAISER AETNA, RECORDED IN DEED AS INST. NO. 165545, ON 12/15/72.
7. AN EASEMENT FOR PIPELINE PURPOSES, TOGETHER WITH APPURTENANCES, CONNECTIONS, AND STRUCTURES, IN FAVOR OF R.C.W.D., RECORDED IN DEED AS INST. NO. 414128, O.R., ON 10/29/96.

VICINITY MAP N.T.S. — VIA VAQUERO, AVENIDA DEL ORO, 2000'±, LA CRUZ, SITE, CALLE CATRINA, DRIVE

SEC. 8 & 9, T. 8 S., R. 3 W.

SCHEDULE "D"

MB 265/43

Tax Search

TITLEPOINT

Riverside, California
Searched: 936-310-002
Order: IE2310980

Tax Year: 2022-2023
Tax Cover: 07/14/2023
Searched By: NEXTACE TPSIMAGE LOGIN
Searched On: 7/18/2023 6:15 PM

Company: FIDELITY NATIONAL TITLE | SAN BERNARDINO - (FNFSTR) | 03 | 00036-00011

APN:	**936-310-002**
Described As:	**9.68 ACRES NET IN LOT 2 MB 265/042 TR 26477**
Address:	
City:	**UNINCORPORATED - COUNTY OF RIVERSIDE**
Billing Address:	**P O BOX 2588 FALLBROOK CA 92088**
Assessed Owner(s):	**MCDANIEL BROTHERS**
Search As:	**Lot 2 Map 265/42 (Tr 26477)**

Tax Rate Area:	**082-016**	**Value**		Conveyance Date:	**09/01/2004**
Use Code:	**155**	Land:	**157,710.00**	Conveying Instrument:	**2004-0757754**
AVOCADO GROVE		Improvements:	**11,390.00**	Date Transfer Acquired:	
Region Code:		Personal Property:		Vesting:	
Flood Zone:		Fixtures:	**21,855.00**	Year Built:	
Zoning Code:		Inventory:		Year Last Modified:	
Taxability Code:		**Exemptions**		**Square Footage**	
Tax Rate:	**2.590516 %**	Homeowner:		Land:	**421661**
Bill #:	**2022002654488**	Inventory:		Improvements:	
Issue Date:		Religious:		Tax Defaulted:	
		Personal Property:		Total Tax:	**4,946.72**
		All Other:			
		Net Taxable Value:	**190,955.00**		

Installment	Amount	Interest	Due Date	Status	Payment Date	Balance
1st	**2,473.36**	**247.34**	**12/10/2022**	**PAID**	**11/1/2022**	**0.00**
2nd	**2,473.36**	**285.40**	**4/10/2023**	**PAID**	**11/1/2022**	**0.00**
					Total Balance:	**0.00**

Bonds: **0** Parcel Changed: Sold to State: **0** Mello-Roos: **N** NSF: **N**

Special Liens

Account	Special Lien Description	Amount
01-0000	**GENERAL PURPOSE**	**1,909.55**
03-4520	**MURRIETA VALLEY UNIFIED SCHOOL B & I**	**228.29**
03-9201	**MT SAN JACINTO JR COLLEGE**	**25.21**
04-5351	**METRO WATER DISTRICT WEST 1302999**	**6.68**
28-5291	**RANCHO WATER SANTA ROSA DIVISION**	**788.55**
68-4171	**DE LUZ COMM SVS BENEFIT CHARGE**	**1,064.22**
68-4174	**DE LUZ COMM CSD SHERIFF SPEC TAX**	**158.06**
68-5292	**SANTA ROSA RANCHES WATER STANDBY**	**676.82**
68-5360	**METRO WATER DISTRICT STANDBY WEST**	**89.34**

*****END OF REPORT*****

Order: IE2310980
265-42 MAP SUBDIVISION
Page 1 of 2
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

copy

265/42

SHEET 1 OF 2 SHEETS

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP 26477

BEING A DIVISION OF PARCELS 31, 32 and 33 OF PARCEL MAP 28, AS SHOWN IN PARCEL MAP BOOK 3, PAGES 30 THROUGH 39, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF THE RANCHO SANTA ROSA.

D² ENTERPRISES — AUGUST • 1993

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. WE HEREBY DEDICATE TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "A" AND "B".

CANYON OAKS ESTATES, L.P., A CALIFORNIA LIMITED PARTNERSHIP

Robert L Wilson

ROBERT L. WILSON, PRESIDENT OF TOPANGA OAKS, INC., GENERAL PARTNER OF CANYON OAKS ESTATES, L.P.

NOTARY ACKNOWLEDGEMENT

STATE OF California
COUNTY OF Los Angeles } SS

ON THIS 23 DAY OF January, 19 95, BEFORE ME Phyllis C. Schirmer, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ROBERT L. WILSON (PERSONALLY KNOWN TO ME / PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT AS THE PRESIDENT OF TOPANGA OAKS, INC., A CALIFORNIA CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, AND KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION, SAID CORPORATION TO BE A GENERAL PARTNER OF CANYON OAKS ESTATES, L.P. THE LIMITED PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AS SAID GENERAL PARTNER AND THAT SAID LIMITED PARTNERSHIP EXECUTED THE SAME.

MY COMMISSION EXPIRES 5-27-97
WITNESS MY HAND AND OFFICIAL SEAL.

Phyllis C. Schirmer
NOTARY PUBLIC IN AND FOR SAID STATE

Phyllis C. Schirmer Comm. #995468 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY Comm. Expires May 27, 1997

BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES. THE BOARD DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE COUNTY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID ROADS SHALL NOT BECOME PART OF THE COUNTY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THIS BOARD PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE.

DATED Sept 7, 1997 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST: GERALD A. MALONEY, CLERK OF THE BOARD OF SUPERVISORS — BY: Robert A. Buster, CHAIRMAN OF THE BOARD OF SUPERVISORS

BY Gloria Perez-Smith DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ 17,800.00.

DATED: 8-11, 19 97

R. WAYNE WATTS, COUNTY TAX COLLECTOR
BY: _____, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 17,800.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: August 13, 19 97

GERALD A. MALONEY
CLERK OF THE BOARD OF SUPERVISORS
BY: _____, DEPUTY

CASH TAX BOND
R. WAYNE WATTS
COUNTY TAX COLLECTOR
BY Evelyn Hollins DEPUTY

RECORDER'S STATEMENT

FILED THIS 15th DAY OF SEPT., 1997, AT 8:00 A.M. IN BOOK 265 OF MAPS, AT PAGES 42-43, AT THE REQUEST OF THE CLERK OF THE BOARD.

NO: 334494
FEE: 48.00

ACTING
JAMES E. BRIDGES, COUNTY RECORDER
BY: B Hagan DEPUTY

SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY

ENGINEER'S STATEMENT

I HEREBY STATE THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF TWO (2) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING APRIL, OF 1993; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

REGISTERED CIVIL ENGINEER MEL CASTILLO No. C-032589 Exp. 12/31/97 CIVIL STATE OF CALIFORNIA

DATE: 7/1/94

Mel Castillo
MEL CASTILLO R.C.E. 32689
EXP. DATE: 12/31/97

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 26477 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON 6/9/92, THE EXPIRATION DATE BEING 6/9/98; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

LICENSED LAND SURVEYOR MARK S. BERNAA NO. 4668 Expires 9-30-99 STATE OF CALIFORNIA

DATED: Aug 25, 19 97

Mark S. Bernaa Deputy
DAVID E. BARNHART, INTERIM COUNTY SURVEYOR
R.C.E. 19776 LICENSE EXPIRATION: 9-30-97

SIGNATURES OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR INTERESTS HAVE BEEN OMITTED:

1. AN EASEMENT FOR ROADWAY AND PUBLIC UTILITY PURPOSES IN FAVOR OF SYCAMORE SPRINGS RANCHES, LTD., RECORDED IN DEED AS INST. NO'S. 67649, 67647, 67653, 67656 AND 67659, ON 7/15/70.
2. AN EASEMENT FOR INGRESS AND EGRESS PURPOSES, IN FAVOR OF H.W. AND LINDA MAUREEN SLUMPFF, RECORDED IN DEED AS INST. NO. 221361, ON 11/30/81.
3. AN EASEMENT FOR ROAD, PUBLIC UTILITY, DRAINAGE AND EQUESTRIAN PURPOSES, IN FAVOR OF KAISER AETNA, RECORDED IN DEED AS INST. NO. 165545, ON 12/15/72.

SEC. 8 & 9, T. 8 S., R. 3 W. — SCHEDULE "D"

MB 265/42

Order: IE2310980
265-42 MAP SUBDIVISION
Page 2 of 2
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

copy

265/43

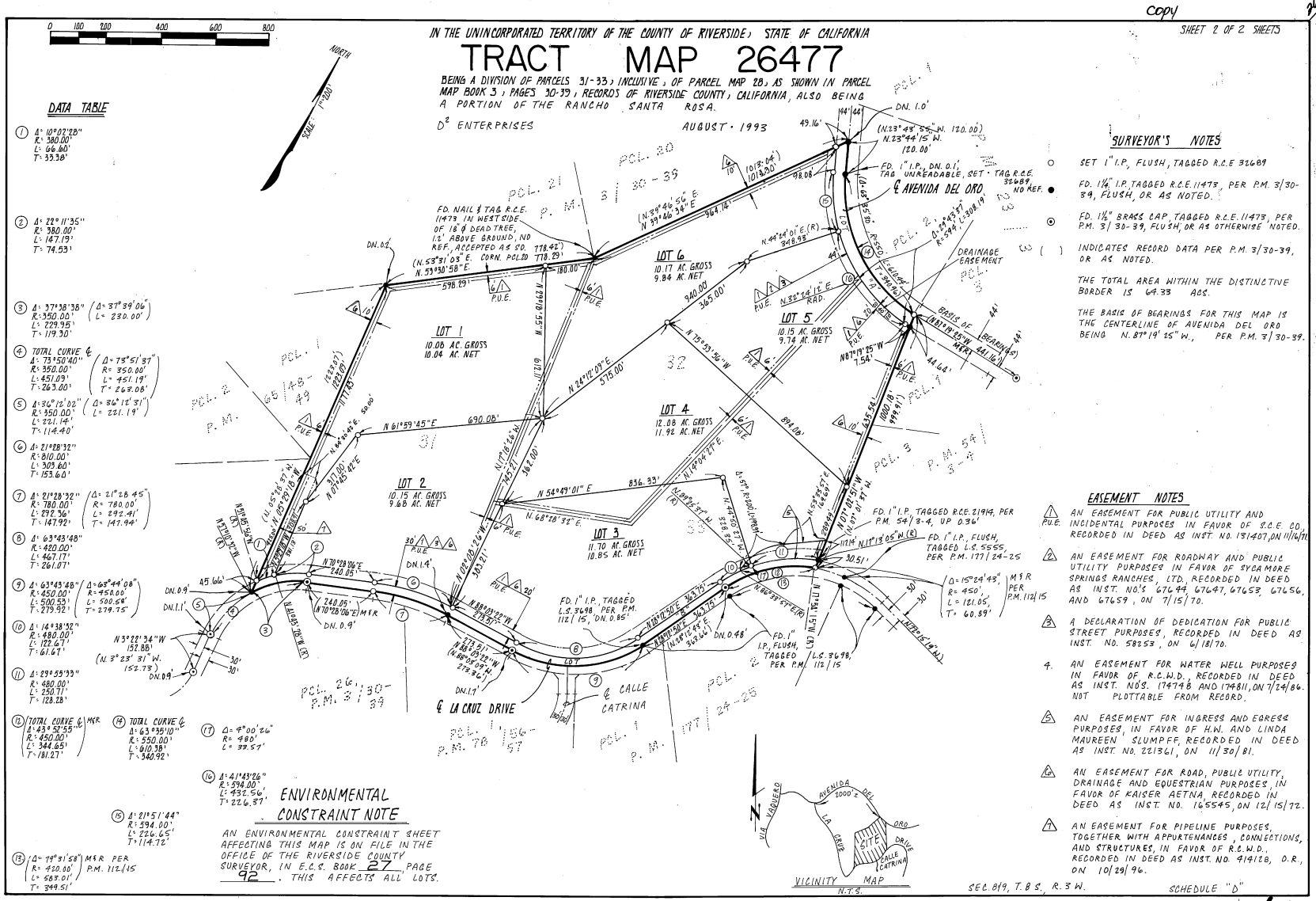
SHEET 2 OF 2 SHEETS

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP 26477

BEING A DIVISION OF PARCELS 31-33, INCLUSIVE, OF PARCEL MAP 28, AS SHOWN IN PARCEL MAP BOOK 3, PAGES 30-39, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF THE RANCHO SANTA ROSA.

D² ENTERPRISES — AUGUST · 1993



SURVEYOR'S NOTES

- ○ SET 1" I.P., FLUSH, TAGGED R.C.E 32689
- ● FD. 1½" I.P. TAGGED R.C.E. 11473, PER P.M. 3/30-39, FLUSH, OR AS NOTED.
- ⊙ FD. 1½" BRASS CAP, TAGGED R.C.E. 11473, PER P.M. 3/30-39, FLUSH, OR AS OTHERWISE NOTED.
- ( ) INDICATES RECORD DATA PER P.M. 3/30-39, OR AS NOTED.

THE TOTAL AREA WITHIN THE DISTINCTIVE BORDER IS 64.33 AGS.

THE BASIS OF BEARINGS FOR THIS MAP IS THE CENTERLINE OF AVENIDA DEL ORO BEING N. 87°19' 25" W., PER P.M. 3/30-39.

EASEMENT NOTES

1. P.U.E. AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES IN FAVOR OF S.C.E. CO. RECORDED IN DEED AS INST. NO. 131407, ON 11/16/71
2. AN EASEMENT FOR ROADWAY AND PUBLIC UTILITY PURPOSES IN FAVOR OF SYCAMORE SPRINGS RANCHES, LTD., RECORDED IN DEED AS INST. NO'S 67694, 67647, 67653, 67656, AND 67659, ON 7/15/70.
3. A DECLARATION OF DEDICATION FOR PUBLIC STREET PURPOSES, RECORDED IN DEED AS INST. NO. 58253, ON 6/18/70.
4. AN EASEMENT FOR WATER WELL PURPOSES IN FAVOR OF R.C.W.D., RECORDED IN DEED AS INST. NO'S. 17474B AND 17481I, ON 7/24/86. NOT PLOTTABLE FROM RECORD.
5. AN EASEMENT FOR INGRESS AND EGRESS PURPOSES, IN FAVOR OF H.W. AND LINDA MAUREEN SLUMPFF, RECORDED IN DEED AS INST. NO. 221361, ON 11/30/81.
6. AN EASEMENT FOR ROAD, PUBLIC UTILITY, DRAINAGE AND EQUESTRIAN PURPOSES, IN FAVOR OF KAISER AETNA, RECORDED IN DEED AS INST. NO. 165545, ON 12/15/72.
7. AN EASEMENT FOR PIPELINE PURPOSES, TOGETHER WITH APPURTENANCES, CONNECTIONS, AND STRUCTURES, IN FAVOR OF R.C.W.D., RECORDED IN DEED AS INST. NO. 414128, O.R., ON 10/29/96.

SEC. 8/9, T. 8 S., R. 3 W.

SCHEDULE "D"

MB 265/43

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

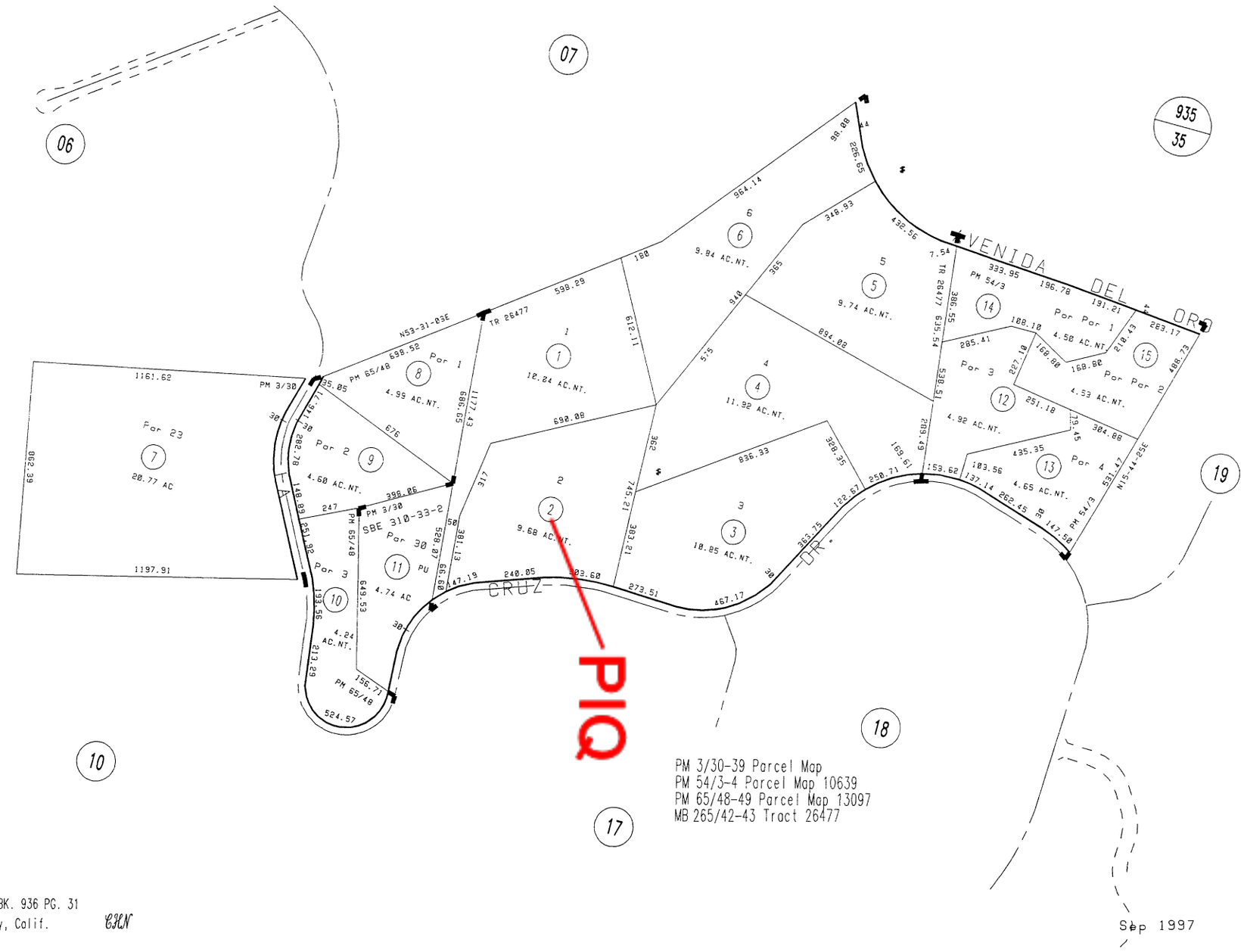
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

SEC.8 9 T.8S.,R.3W

T.R.A. 082-016

936-31

1" = 400'



ASSESSOR'S MAP BK. 936 PG. 31
Riverside County, Calif.

CHN

Sep 1997

After recording return to: Riverside County Surveyor

58253

CERTIFICATE OF DEDICATION

We, Santa Rosa Ranches, hereinafter referred to as "Declarant", have the right to offer for dedication for the purposes described in Exhibit "A", attached hereto and made a part hereof, that certain real property in the County of Riverside, State of California, described in Exhibit "A"; and

WHEREAS, it is the intention of said Declarant to dedicated in perpetuity for public use and incidental purposes, as road easements, and/or drainage easements that certain real property described in said Exhibit "A"; and

WHEREAS, it is further intended by Declarant that the offer of dedication hereby made shall hereinafter remain open until such time as the Legislative Governing Body shall accept the said offer on behalf of the public, whereupon the dedication will be complete.

IN WITNESS WHEREOF, said Declarant has caused their name to be affixed hereto.

DATED: June 18, 1970

INITIAL HERE

INITIAL HERE

LEGAL APPROVAL

SANTA ROSA RANCHES

By [signature]

By [signature]

Its Authorized Agents

TO 445 C
(Agent of Partnership)

STATE OF CALIFORNIA
COUNTY OF Riverside } ss.

On June 18, 1970 before me, the undersigned, a Notary Public in and for said state, personally appeared Justus C. Gilfillan and Michael G. Smith known to me to be the agents of the partnership that executed the within instrument and acknowledged to me that they executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal.

Signature G. Earl Roberts

G. Earl Roberts
Name (Typed or Printed)

G. EARL ROBERTS
NOTARY PUBLIC
RIVERSIDE CO., CALIF.
My commission expires 8-16-72

(This area for official notarial seal)

STAPLE HERE

58253

EXHIBIT A

An easement for public street purposes over those portions of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, included within those certain strips of land delineated on Parcel Map filed in Book 2, Pages 45 to 48 inclusive of Parcel Maps, in the office of the County Recorder of said County of Riverside, and designated thereon as De Luz Road, 110.00 feet wide, Terreno Drive, Calle Capistrano, Granado Place, Calle Corveta, El Chaval Place, La Cruz Drive, Madero Way, Las Palmeras Drive, Via Nortada Road and Pradera Way, all 60.00 feet wide, Avenida Del Oro, Calle Loma and Via Vaquero Road, all 88.00 feet wide, together with corner cut-backs and cul-de-sacs appending thereto, as also delineated thereon, and also together with an easement as necessary for the construction of appurtenant roadway drainage facilities and side slopes at a ratio of 2 horizontal to 1 vertical.

This offer of dedication includes those portions of the above described strips of land, corner cut-backs and cul-de-sacs outside of and adjacent to the blue border of said Parcel Map, as well as those portions thereof included within said blue border.

RECORDER'S MEMO: Legibility of writing, Typing or Printing UNSATISFACTORY in this document when received For Record.

58253

RECEIVED FOR RECORD
JUN 18 1970
22 Min. Past 3 o'Clock P M
At Request of
TITLE INSURANCE & TRUST CO.
Recorded in Official Records
of Riverside County, California
W. D. Balogh Recorder
FEE $ 2.00

286

6/16/70

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

1-A
1-B

RECORDING REQUESTED BY

67644

AND WHEN RECORDED MAIL TO

Name
Street Address
City & State

SYCAMORE SPRINGS RANCHES, LTD.
c/o Mr. Roy Doumani
The Alison Company, Suite 2200
1900 Avenue of the Stars
Los Angeles, California 90067

RECEIVED FOR RECORD
JUL 15 1970
AT 9:00 O'CLOCK A.M.
TITLE INS. & TRUST CO.
Recorded in Official Records of Riverside County, California
W. M. Balch Recorder
FEES $ 10.00

10.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name
Street Address
City & State

SAME AS ABOVE

DOCUMENTARY TRANSFER TAX $ -0-

SIGNED (PARTY OR AGENT)

Santa Rosa Ranches
FIRM NAME

X COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.

COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.

Grant Deed

TO 405.1 CA (9-68)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SANTA ROSA RANCHES, a partnership composed of Kaiser Aetna, a partnership; Temecula Properties, Inc., a corporation; and Kaiser Rancho California, Inc., a corporation

hereby GRANT(S) to SYCAMORE SPRINGS RANCHES, LTD., a limited partnership

the following described real property in the County of Riverside, State of California: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

SUBJECT TO: (1) Non-delinquent installments of real property taxes and assessments.

(2) Covenants, conditions, restrictions, rights of way and easements of record or apparent.

This deed is executed, delivered and accepted in lieu of and in correction of that certain Deed dated June 6, 1970, between the Parties hereto; recorded June 18, 1970, as Instrument No. 57985, Official Records, in which said Deed the property sought to be conveyed was erroneously described.

ACCEPTED AND APPROVED BY:

SYCAMORE SPRINGS RANCHES, LTD.,
a limited partnership
By _____
Roy Doumani, General Partner

Dated June 29, 1970

SANTA ROSA RANCHES, a partnership

By: _____

By: _____
Its Authorized Agents

LEGAL APPROVAL

STATE OF CALIFORNIA
COUNTY OF _____ } SS.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.

WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

TO 445 C
(Agent of Partnership)

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

67644 STAPLE HERE

On July 7, 1970 before me, the undersigned, a Notary Public in and for said state, personally appeared ROY Dowman known to me to be the agent of the partnership that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal.

Signature Steve C. Hopkins

STEVE C. HOPKINS
Name (Typed or Printed)

OFFICIAL SEAL
STEVE C. HOPKINS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires August 20, 1972

(This area for official notarial seal)

TO 445 C
(Agent of Partnership)

TI

STATE OF CALIFORNIA
COUNTY OF Orange } ss.

67644 STAPLE HERE

On July 13, 1970 before me, the undersigned, a Notary Public in and for said state, personally appeared Richard F. Boultinghouse & Justus C. Gilfillan known to me to be the agent of the partnership that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal.

Signature Carol L. Rimmer

Carol L. Rimmer
Name (Typed or Printed)

OFFICIAL SEAL
CAROL L. RIMMER
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Aug. 19, 1973

(This area for official notarial seal)

67644

ROADWAY ACCESS EASEMENTS

Easements for Roadway and Public Utility purposes to be used in common with others, in and over those portions of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

(i) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Commencing at the easterly terminus of that certain course in the southerly boundary of Parcel 6 as shown on map filed in Book 54, Page 20 of Record of Surveys, shown on said map as having a bearing of North 84° 30' 23" East and a length of 1935.00 feet; thence, along said course, South 84° 30' 23" West 1935.00 feet to the most westerly corner of said Parcel 6; thence South 29° 58' 49" East 22,638.396 feet to the southwesterly corner of Parcel 65 as shown on Parcel Map filed in Book 2, Pages 42 to 68 inclusive of Parcel Maps, in the office of the County Recorder of said County of Riverside; thence, along the centerline of those certain strips of land delineated on said map and designated thereon as De Luz Road, Via Vaquero Road and Avenida Del Oro, North 07° 10' 44" West 545.00 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northerly and northeasterly along said curve, through a central angle of 44° 36' 24", an arc distance of 428.19 feet; thence, tangent to said curve, North 37° 25' 40" East 285.87 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 19° 35' 56", an arc distance of 188.14 feet; thence, tangent to said curve, North 17° 49' 44" East 395.66 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 600.00 feet; thence northeasterly along said curve, through a central angle of 28° 45' 17", an arc distance of 301.12 feet; thence, tangent to said curve, North 46° 35' 01" East 476.71 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 700.00 feet; thence northeasterly along said curve, through a central angle of 25° 10' 38", an arc distance of 307.60 feet; thence, tangent to said curve, North 71° 45' 39" East 1401.00 feet to the beginning of a tangent curve, concave southerly, having a radius of 730.00 feet; thence easterly along said curve, through a central angle of 53° 30' 28", an arc distance of 681.74 feet; thence, tangent to said curve, South 54° 43' 53" East 949.42 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 900.00 feet; thence southeasterly along said curve, through a central angle of 22° 12' 07", an arc distance of 348.75 feet; thence, tangent to said curve, South 32° 31' 46" East 331.63 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 600.00 feet; thence southeasterly and easterly along said curve, through a central angle of 79° 11' 47", an arc

EXHIBIT "A"

67644

distance of 829.34 feet to the TRUE POINT OF BEGINNING; thence South 21° 43' 33" East 168.60 feet to the beginning of a tangent curve, concave westerly, having a radius of 570.00 feet; thence southerly along said curve, through a central angle of 29° 46' 45", an arc distance of 296.25 feet; thence, tangent to said curve, South 08° 03' 12" West 1271.66 feet; thence South 86° 35' 27" East 783.00 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 300.00 feet; thence southeasterly along said curve, through a central angle of 39° 34' 48", an arc distance of 207.24 feet; thence, tangent to said curve, South 47° 00' 39" East 167.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 950.00 feet; thence southeasterly along said curve, through a central angle of 16° 44' 30", an arc distance of 277.59 feet; thence, tangent to said curve, South 63° 45' 09" East 87.89 feet to the beginning of a tangent curve, concave northerly, having a radius of 670.00 feet; thence easterly along said curve, through a central angle of 59° 51' 03", an arc distance of 699.88 feet; thence, tangent to said curve, North 56° 23' 48" East 1140.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 550.00 feet; thence easterly along said curve, through a central angle of 63° 09' 19", an arc distance of 606.25 feet; thence, tangent to said curve, South 60° 26' 53" East 572.82 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 36° 42' 58", an arc distance of 512.65 feet; thence, tangent to said curve, South 23° 43' 55" East 904.83 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 550.00 feet; thence southeasterly along said curve, through a central angle of 63° 35' 30", an arc distance of 610.44 feet; thence, tangent to said curve, South 87° 19' 25" East 342.38 feet to the beginning of a tangent curve, concave southerly, having a radius of 3760.00 feet; thence easterly along said curve, through a central angle of 03° 00' 35", an arc distance of 197.51 feet; thence, tangent to said curve, South 84° 18' 50" East 541.22 feet to the beginning of a tangent curve, concave northerly, having a radius of 1500.00 feet; thence easterly along said curve, through a central angle of 28° 32' 28", an arc distance of 747.20 feet; thence, tangent to said curve, North 67° 08' 42" East 426.02 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 375.00 feet; thence northeasterly along said curve, through a central angle of 60° 36' 46", an arc distance of 396.71 feet; thence tangent to said curve, North 06° 31' 56" East 158.26 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 25° 51' 03", an arc distance of 248.15 feet to the most easterly corner of Parcel 108 as shown on said Parcel Map; thence continuing northeasterly along said curve, through a central angle of 44° 17' 44", an arc distance of 425.21 feet; thence, tangent to said curve, North 76° 40' 43" East 1142.48 feet to the beginning of a tangent curve, concave southerly, having a radius of 1050.00 feet; thence easterly along said curve, through a central angle of 27° 21' 27", an arc distance of 501.35 feet; thence, tangent to said curve, South 75° 57' 50" East 846.68 feet to Point "A"; thence continuing South 75° 57' 50" East 1401.86 feet to Point "B".

The sidelines of said strip of land are to be prolonged or shortened so as to terminate easterly in a line, having a bearing of North 34° 29' 42" West, that passes through said Point "B".

(ii) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "A" as described in Roadway Access Easement (i) above; thence South 14° 02' 10" West 1238.45 feet to the beginning of a tangent curve, concave easterly, having a radius of 1500.00 feet; thence southerly along said curve, through a central angle of 17° 48' 41", an arc distance of 466.30 feet.

PURCHASE PARCEL 1-A

That portion of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

Commencing at Point "A" as described in Roadway Access Easement (i) above; thence South 14° 02' 10" West 94.00 feet to the TRUE POINT OF BEGINNING: thence South 75° 57' 50" East 94.00 feet; thence North 14° 02' 10" East 94.00 feet; thence South 75° 57' 50" East 1307.86 feet; thence South 34° 29' 42" East 637.64 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 3125.00 feet; thence southeasterly along said curve, through a central angle of 09° 43' 36", an arc distance of 530.51 feet; thence South 74° 22' 39" West 630.44 feet; thence North 63° 06' 14" West 773.69 feet; thence South 84° 15' 57" West 1065.70 feet; thence North 14° 02' 10" East 1144.45 feet to the TRUE POINT OF BEGINNING.

PURCHASE PARCEL 1-A above described contains 44.027 acres in gross.

Reserving unto Grantor, its successors and assigns, non-exclusive easements appurtenant to the lands of Grantor as described in a deed from Vail Company to Rancho California, dated November 25, 1964, recorded December 4, 1964, in Book 3868, Page 233, Official Records of Riverside County, California, for roadway and utility purposes and with the additional right of Grantor or its successors to dedicate these easements for roadway and utility purposes

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together with slope easements adjoining said easements at a ratio of 2:1 as required by governmental agencies over the following described strips of land:

Those certain strips of land 88.00 feet wide described in Roadway Access Easements (i) and (ii) above. EXCEPT THEREFROM any portions thereof not included within Purchase Parcel 1-A above described.

Also reserving unto Grantor, its successors and assigns, slope easements adjoining the northeasterly boundary thereof, at a ratio of 2:1 as required by governmental agencies, to be appurtenant to the lands of Grantor as described in a deed from Vail Company to Rancho California, dated November 25, 1964, recorded December 4, 1964, in Book 3868, Page 233, Official Records of Riverside County, California, for the purpose of future construction of a highway or freeway adjacent to the northeasterly boundary of the land described in said Purchase Parcel 1-A, together with the right to dedicate said easements for said purpose.

7-1-70

67644

ROADWAY ACCESS EASEMENTS

Easements for Roadway and Public Utility purposes to be used in common with others, in and over those portions of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

(i) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Commencing at the easterly terminus of that certain course in the southerly boundary of Parcel 6 as shown on map filed in Book 54, Page 20 of Record of Surveys, shown on said map as having a bearing of North 84° 30' 23" East and a length of 1935.00 feet; thence, along said course, South 84° 30' 23" West 1935.00 feet to the most westerly corner of said Parcel 6; thence South 29° 58' 49" East 22,638.396 feet to the southwesterly corner of Parcel 65 as shown on Parcel Map filed in Book 2, Pages 42 to 68 inclusive of Parcel Maps, in the office of the County Recorder of said County of Riverside; thence, along the centerline of those certain strips of land delineated on said map and designated thereon as De Luz Road, Via Vaquero Road and Avenida Del Oro, North 07° 10' 44" West 545.00 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northerly and northeasterly along said curve, through a central angle of 44° 36' 24", an arc distance of 428.19 feet; thence, tangent to said curve, North 37° 25' 40" East 285.87 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 19° 35' 56", an arc distance of 188.14 feet; thence, tangent to said curve, North 17° 49' 44" East 395.66 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 600.00 feet; thence northeasterly along said curve, through a central angle of 28° 45' 17", an arc distance of 301.12 feet; thence, tangent to said curve, North 46° 35' 01" East 476.71 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 700.00 feet; thence northeasterly along said curve, through a central angle of 25° 10' 38", an arc distance of 307.60 feet; thence, tangent to said curve, North 71° 45' 39" East 1401.00 feet to the beginning of a tangent curve, concave southerly, having a radius of 730.00 feet; thence easterly along said curve, through a central angle of 53° 30' 28", an arc distance of 681.74 feet; thence, tangent to said curve, South 54° 43' 53" East 949.42 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 900.00 feet; thence southeasterly along said curve, through a central angle of 22° 12' 07", an arc distance of 348.75 feet; thence, tangent to said curve, South 32° 31' 46" East 331.63 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 600.00 feet; thence southeasterly and easterly along said curve, through a central angle of 79° 11' 47", an arc

distance of 829.34 feet to the TRUE POINT OF BEGINNING; thence South 21° 43' 33" East 168.60 feet to the beginning of a tangent curve, concave westerly, having a radius of 570.00 feet; thence southerly along said curve, through a central angle of 29° 46' 45", an arc distance of 296.25 feet; thence, tangent to said curve, South 08° 03' 12" West 1271.66 feet; thence South 86° 35' 27" East 783.00 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 300.00 feet; thence southeasterly along said curve, through a central angle of 39° 34' 48", an arc distance of 207.24 feet; thence, tangent to said curve, South 47° 00' 39" East 167.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 950.00 feet; thence southeasterly along said curve, through a central angle of 16° 44' 30", an arc distance of 277.59 feet; thence, tangent to said curve, South 63° 45' 09" East 87.89 feet to the beginning of a tangent curve, concave northerly, having a radius of 670.00 feet; thence easterly along said curve, through a central angle of 59° 51' 03", an arc distance of 699.88 feet; thence, tangent to said curve, North 56° 23' 48" East 1140.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 550.00 feet; thence easterly along said curve, through a central angle of 63° 09' 19", an arc distance of 606.25 feet; thence, tangent to said curve, South 60° 26' 53" East 572.82 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 36° 42' 58", an arc distance of 512.65 feet; thence, tangent to said curve, South 23° 43' 55" East 904.83 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 550.00 feet; thence southeasterly along said curve, through a central angle of 63° 35' 30", an arc distance of 610.44 feet; thence, tangent to said curve, South 87° 19' 25" East 342.38 feet to the beginning of a tangent curve, concave southerly, having a radius of 3760.00 feet; thence easterly along said curve, through a central angle of 03° 00' 35", an arc distance of 197.51 feet; thence, tangent to said curve, South 84° 18' 50" East 541.22 feet to the beginning of a tangent curve, concave northerly, having a radius of 1500.00 feet; thence easterly along said curve, through a central angle of 28° 32' 28", an arc distance of 747.20 feet; thence, tangent to said curve, North 67° 08' 42" East 426.02 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 375.00 feet; thence northeasterly along said curve, through a central angle of 60° 36' 46", an arc distance of 396.71 feet; thence tangent to said curve, North 06° 31' 56" East 158.26 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 25° 51' 03", an arc distance of 248.15 feet to the most easterly corner of Parcel 108 as shown on said Parcel Map; thence continuing northeasterly along said curve, through a central angle of 44° 17' 44", an arc distance of 425.21 feet; thence, tangent to said curve, North 76° 40' 43" East 1142.48 feet to the beginning of a tangent curve, concave southerly, having a radius of 1050.00 feet; thence easterly along said curve, through a central angle of 27° 21' 27", an arc distance of 501.35 feet; thence, tangent to said curve, South 75° 57' 50" East 846.68 feet to Point "A"; thence continuing South 75° 57' 50" East 1401.86 feet to Point "B".

The sidelines of said strip of land are to be prolonged or shortened so as to terminate easterly in a line, having a bearing of North 34° 29' 42" West, that passes through said Point "B".

(ii) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "A" as described in Roadway Access Easement (i) above; thence South 14° 02' 10" West 1238.45 feet to the beginning of a tangent curve, concave easterly, having a radius of 1500.00 feet; thence southerly along said curve, through a central angle of 17° 48' 41", an arc distance of 466.30 feet; thence, tangent to said curve, South 03° 46' 31" East 698.33 feet.

PURCHASE PARCEL 1-B

That portion of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

Commencing at Point "A" as described in Roadway Access Easement (i) above; thence South 14° 02' 10" West 1238.45 feet to the TRUE POINT OF BEGINNING: thence North 84° 15' 57" East 1065.70 feet; thence South 63° 06' 14" East 773.69 feet; thence North 74° 22' 39" East 630.44 feet to a point in a non-tangent curve, concave northeasterly, having a radius of 3125.00 feet, a radial line of said curve to said point having a bearing of South 45° 46' 42" West; thence southeasterly along said curve, through a central angle of 06° 36' 02", an arc distance of 360.00 feet; thence, tangent to said curve, South 50° 49' 20" East 804.46 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 1875.00 feet; thence southeasterly along said curve, through a central angle of 00° 55' 00", an arc distance of 30.00 feet; thence South 71° 27' 19" West 2010.62 feet; thence North 69° 10' 05" West 1467.94 feet; thence North 03° 46' 31" West 500.00 feet to the beginning of a tangent curve, concave easterly, having a radius of 1500.00 feet; thence northerly along said curve, through a central angle of 17° 48' 41", an arc distance of 466.30 feet to the TRUE POINT OF BEGINNING.

PURCHASE PARCEL 1-B above described contains 78.046 acres in gross.

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

That certain strip of land 88.00 feet wide described in Roadway Access Easement (ii) above. EXCEPT THEREFROM any portions thereof not included within Purchase Parcel 1-B above described.

Also reserving unto Grantor, its successors and assigns, slope easements adjoining the northeasterly boundary thereof, at a ratio of 2:1 as required by governmental agencies, to be appurtenant to the lands of Grantor as described in a deed from Vail Company to Rancho California, dated November 25, 1964, recorded December 4, 1964, in Book 3868, Page 233, Official Records of Riverside County, California, for the purpose of future construction of a highway or freeway adjacent to the northeasterly boundary of the land described in said Purchase Parcel 1-B, together with the right to dedicate said easements for said purpose.

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Together with all riparian rights to the waters in the watershed of the Santa Margarita River, Temecula Creek, Murrieta Creek and their tributaries that may belong to or be appurtenant to the above-described lands, reserving to the retained lands of grantor all riparian rights to the waters in the watershed of the Santa Margarita River, Temecula Creek, Murrieta Creek and their tributaries that may belong to or be appurtenant to said retained lands. It is the intention of grantor to convey hereby all water rights and privileges which pertain to the above-described lands, and to reserve hereby all water rights and privileges which pertain to the retained lands of grantor. Grantee shall have no right to develop, pump, extract or divert by either conduits, canals, pumping plants or other devices, local water, including water from the Santa Margarita River, Temecula Creek, Murrieta Creek and their tributaries and all percolating water except for "domestic purposes" as that term is from time to time defined by the rules of the Metropolitan Water District of Southern California.

END RECORDED DOCUMENT. W. D. BALOGH, COUNTY RECORDER

RECORDING REQUESTED BY

67647

AND WHEN RECORDED MAIL TO

Name / Street Address / City & State

SYCAMORE SPRINGS RANCHES, LTD.
c/o Mr. Roy Doumani
The Alison Company, Suite 2200
1900 Avenue of the Stars
Los Angeles, California 90067

RECEIVED FOR RECORD
JUL 15 1970
AT 9:00 O'CLOCK A.M.
TITLE INS. & TRUST CO.
Recorded In Official Records of Riverside County, California
Wm. Dodge, Recorder
FEES $ 10.80

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name / Street Address / City & State

SAME AS ABOVE

DOCUMENTARY TRANSFER TAX $ -0-

SIGNER / PARTY OR AGENT — FIRM NAME: Santa Rosa Ranches

X COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.

COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.

Grant Deed

TO 405.1 CA (9-68) THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SANTA ROSA RANCHES, a partnership composed of Kaiser Aetna, a partnership; Temecula Properties, Inc., a corporation; and Kaiser Rancho California, Inc., a corporation

hereby GRANT(S) to SYCAMORE SPRINGS RANCHES, LTD., a limited partnership

the following described real property in the County of Riverside, State of California: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

SUBJECT TO: (1) Non-delinquent installments of real property taxes and assessments.

(2) Covenants, conditions, restrictions, rights of way and easements of record or apparent.

This deed is executed, delivered and accepted in lieu of and in correction of that certain Deed dated June 6, 1970, between the Parties hereto; recorded June 18, 1970, as Instrument No. 57988, Official Records, in which said Deed the property sought to be conveyed was erroneously described.

ACCEPTED AND APPROVED BY:

SYCAMORE SPRINGS RANCHES, LTD.,
a limited partnership
By _____
Roy Doumani, General Partner

Dated June 29, 1970

SANTA ROSA RANCHES, a partnership
By: _____
By: _____
Its Authorized Agents

LEGAL APPROVAL

STATE OF CALIFORNIA
COUNTY OF _____ } SS.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared

_____

_____

_____

_____ known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.

WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

TO 445 C
(Agent of Partnership)

TI

STATE OF CALIFORNIA
COUNTY OF Orange } SS.

On July 13, 1970, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard F. Boultinghouse & Justus C. Gilfillan known to me to be the agent of the partnership that executed the within instrument and acknowledged to me that they executed the same for and on behalf of said partnership and that said partnership executed the same.

67647 STAPLE HERE

WITNESS my hand and official seal.

Signature Carol L. Rimmer

Carol L. Rimmer
Name (Typed or Printed)

OFFICIAL SEAL
CAROL L. RIMMER
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Aug. 19, 1973

(This area for official notarial seal)

TO 445 C
(Agent of Partnership)

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On July 7, 1970, before me, the undersigned, a Notary Public in and for said state, personally appeared Roy Doumani, known to me to be the agent of the partnership that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said partnership and that said partnership executed the same.

67647 STAPLE HERE

WITNESS my hand and official seal.

Signature Steve C. Hopkins

Steve C. Hopkins
Name (Typed or Printed)

OFFICIAL SEAL
STEVE C. HOPKINS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires August 20, 1972.

(This area for official notarial seal)

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ROADWAY ACCESS EASEMENTS

Easements for Roadway and Public Utility purposes to be used in common with others, in and over those portions of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

(i) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Commencing at the easterly terminus of that certain course in the southerly boundary of Parcel 6 as shown on map filed in Book 54, Page 20 of Record of Surveys, shown on said map as having a bearing of North 84° 30' 23" East and a length of 1935.00 feet; thence, along said course, South 84° 30' 23" West 1935.00 feet to the most westerly corner of said Parcel 6; thence South 29° 58' 49" East 22,638.396 feet to the southwesterly corner of Parcel 65 as shown on Parcel Map filed in Book 2, Pages 42 to 68 inclusive of Parcel Maps, in the office of the County Recorder of said County of Riverside; thence, along the centerline of those certain strips of land delineated on said map and designated thereon as De Luz Road, Via Vaquero Road and Avenida Del Oro, North 07° 10' 44" West 545.00 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northerly and northeasterly along said curve, through a central angle of 44° 36' 24", an arc distance of 428.19 feet; thence, tangent to said curve, North 37° 25' 40" East 285.87 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 19° 35' 56", an arc distance of 188.14 feet; thence, tangent to said curve, North 17° 49' 44" East 395.66 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 600.00 feet; thence northeasterly along said curve, through a central angle of 28° 45' 17", an arc distance of 301.12 feet; thence, tangent to said curve, North 46° 35' 01" East 476.71 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 700.00 feet; thence northeasterly along said curve, through a central angle of 25° 10' 38", an arc distance of 307.60 feet; thence, tangent to said curve, North 71° 45' 39" East 1401.00 feet to the beginning of a tangent curve, concave southerly, having a radius of 730.00 feet; thence easterly along said curve, through a central angle of 53° 30' 28", an arc distance of 681.74 feet; thence, tangent to said curve, South 54° 43' 53" East 949.42 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 900.00 feet; thence southeasterly along said curve, through a central angle of 22° 12' 07", an arc distance of 348.75 feet; thence, tangent to said curve, South 32° 31' 46" East 331.63 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 600.00 feet; thence southeasterly and easterly along said curve, through a central angle of 79° 11' 47", an arc

EXHIBIT "A"

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distance of 829.34 feet to the TRUE POINT OF BEGINNING; thence South 21° 43' 33" East 168.60 feet to the beginning of a tangent curve, concave westerly, having a radius of 570.00 feet; thence southerly along said curve, through a central angle of 29° 46' 45", an arc distance of 296.25 feet; thence, tangent to said curve, South 08° 03' 12" West 1271.66 feet; thence South 86° 35' 27" East 783.00 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 300.00 feet; thence southeasterly along said curve, through a central angle of 39° 34' 48", an arc distance of 207.24 feet; thence, tangent to said curve, South 47° 00' 39" East 167.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 950.00 feet; thence southeasterly along said curve, through a central angle of 16° 44' 30", an arc distance of 277.59 feet; thence, tangent to said curve, South 63° 45' 09" East 87.89 feet to the beginning of a tangent curve, concave northerly, having a radius of 670.00 feet; thence easterly along said curve, through a central angle of 59° 51' 03", an arc distance of 699.88 feet; thence, tangent to said curve, North 56° 23' 48" East 1140.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 550.00 feet; thence easterly along said curve, through a central angle of 63° 09' 19", an arc distance of 606.25 feet; thence, tangent to said curve, South 60° 26' 53" East 572.82 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 36° 42' 58", an arc distance of 512.65 feet; thence, tangent to said curve, South 23° 43' 55" East 904.83 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 550.00 feet; thence southeasterly along said curve, through a central angle of 63° 35' 30", an arc distance of 610.44 feet; thence, tangent to said curve, South 87° 19' 25" East 342.38 feet to the beginning of a tangent curve, concave southerly, having a radius of 3760.00 feet; thence easterly along said curve, through a central angle of 03° 00' 35", an arc distance of 197.51 feet; thence, tangent to said curve, South 84° 18' 50" East 541.22 feet to the beginning of a tangent curve, concave northerly, having a radius of 1500.00 feet; thence easterly along said curve, through a central angle of 28° 32' 28", an arc distance of 747.20 feet; thence, tangent to said curve, North 67° 08' 42" East 426.02 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 375.00 feet; thence northeasterly along said curve, through a central angle of 60° 36' 46", an arc distance of 396.71 feet; thence tangent to said curve, North 06° 31' 56" East 158.26 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 25° 51' 03", an arc distance of 248.15 feet to the most easterly corner of Parcel 108 as shown on said Parcel Map; thence continuing northeasterly along said curve, through a central angle of 44° 17' 44", an arc distance of 425.21 feet; thence, tangent to said curve, North 76° 40' 43" East 1142.48 feet to the beginning of a tangent curve, concave southerly, having a radius of 1050.00 feet; thence easterly along said curve, through a central angle of 27° 21' 27", an arc distance of 501.35 feet; thence, tangent to said curve, South 75° 57' 50" East 846.68 feet to Point "A"; thence continuing South 75° 57' 50" East 1401.86 feet to Point "B".

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The sidelines of said strip of land are to be prolonged or shortened so as to terminate easterly in a line, having a bearing of North 34° 29' 42" West, that passes through said Point "B".

(ii) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "A" as described in Roadway Access Easement (i) above; thence South 14° 02' 10" West 1238.45 feet to the beginning of a tangent curve, concave easterly, having a radius of 1500.00 feet; thence southerly along said curve, through a central angle of 17° 48' 41", an arc distance of 466.30 feet; thence, tangent to said curve, South 03° 46' 31" East 698.33 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 700.00 feet; thence southerly and southwesterly along said curve, through a central angle of 61° 32' 56", an arc distance of 751.96 feet; thence, tangent to said curve, South 57° 46' 25" West 761.14 feet; thence South 32° 13' 35" East 734.06 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 600.00 feet; thence southeasterly and southerly along said curve, through a central angle of 35° 49' 30", an arc distance of 375.16 feet.

PURCHASE PARCEL 2-A

That portion of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

Commencing at Point "A" as described in Roadway Access Easement (i) above; thence South 14° 02' 10" West 1238.45 feet to the beginning of a tangent curve, concave easterly, having a radius of 1500.00 feet; thence southerly along said curve, through a central angle of 17° 48' 41", an arc distance of 466.30 feet; thence, tangent to said curve, South 03° 46' 31" East 500.00 feet to the TRUE POINT OF BEGINNING: thence South 03° 46' 31" East 198.33 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 700.00 feet; thence southerly and southwesterly along said curve, through a central angle of 61° 32' 56", an arc distance of 751.96 feet; thence, tangent to said curve, South 57° 46' 25" West 761.14 feet; thence South 32° 13' 35" East 734.06 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 600.00 feet; thence

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southeasterly along said curve, through a central angle of 18° 08' 37", an arc distance of 190.00 feet; thence North 85° 41' 21" East 996.97 feet; thence North 49° 57' 50" East 1235.37 feet; thence North 06° 52' 43" West 650.00 feet; thence North 69° 10' 05" West 1467.94 feet to the TRUE POINT OF BEGINNING.

PURCHASE PARCEL 2-A above described contains 66.852 acres in gross.

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

That certain strip of land 88.00 feet wide described in Roadway Access Easement (ii) above. EXCEPT THEREFROM any portions thereof not included within Purchase Parcel 2-A above described.

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ROADWAY ACCESS EASEMENTS

Easements for Roadway and Public Utility purposes to be used in common with others, in and over those portions of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

(i) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Commencing at the easterly terminus of that certain course in the southerly boundary of Parcel 6 as shown on map filed in Book 54, Page 20 of Record of Surveys, shown on said map as having a bearing of North 84° 30' 23" East and a length of 1935.00 feet; thence, along said course, South 84° 30' 23" West 1935.00 feet to the most westerly corner of said Parcel 6; thence South 29° 58' 49" East 22,638.396 feet to the southwesterly corner of Parcel 65 as shown on Parcel Map filed in Book 2, Pages 42 to 68 inclusive of Parcel Maps, in the office of the County Recorder of said County of Riverside; thence, along the centerline of those certain strips of land delineated on said map and designated thereon as De Luz Road, Via Vaquero Road and Avenida Del Oro, North 07° 10' 44" West 545.00 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northerly and northeasterly along said curve, through a central angle of 44° 36' 24", an arc distance of 428.19 feet; thence, tangent to said curve, North 37° 25' 40" East 285.87 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 19° 35' 56", an arc distance of 188.14 feet; thence, tangent to said curve, North 17° 49' 44" East 395.66 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 600.00 feet; thence northeasterly along said curve, through a central angle of 28° 45' 17", an arc distance of 301.12 feet; thence, tangent to said curve, North 46° 35' 01" East 476.71 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 700.00 feet; thence northeasterly along said curve, through a central angle of 25° 10' 38", an arc distance of 307.60 feet; thence, tangent to said curve, North 71° 45' 39" East 1401.00 feet to the beginning of a tangent curve, concave southerly, having a radius of 730.00 feet; thence easterly along said curve, through a central angle of 53° 30' 28", an arc distance of 681.74 feet; thence, tangent to said curve, South 54° 43' 53" East 949.42 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 900.00 feet; thence southeasterly along said curve, through a central angle of 22° 12' 07", an arc distance of 348.75 feet; thence, tangent to said curve, South 32° 31' 46" East 331.63 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 600.00 feet; thence southeasterly and easterly along said curve, through a central angle of 79° 11' 47", an arc

distance of 829.34 feet to the TRUE POINT OF BEGINNING; thence South 21° 43' 33" East 168.60 feet to the beginning of a tangent curve, concave westerly, having a radius of 570.00 feet; thence southerly along said curve, through a central angle of 29° 46' 45", an arc distance of 296.25 feet; thence, tangent to said curve, South 08° 03' 12" West 1271.66 feet; thence South 86° 35' 27" East 783.00 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 300.00 feet; thence southeasterly along said curve, through a central angle of 39° 34' 48", an arc distance of 207.24 feet; thence, tangent to said curve, South 47° 00' 39" East 167.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 950.00 feet; thence southeasterly along said curve, through a central angle of 16° 44' 30", an arc distance of 277.59 feet; thence, tangent to said curve, South 63° 45' 09" East 87.89 feet to the beginning of a tangent curve, concave northerly, having a radius of 670.00 feet; thence easterly along said curve, through a central angle of 59° 51' 03", an arc distance of 699.88 feet; thence, tangent to said curve, North 56° 23' 48" East 1140.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 550.00 feet; thence easterly along said curve, through a central angle of 63° 09' 19", an arc distance of 606.25 feet; thence, tangent to said curve, South 60° 26' 53" East 572.82 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 36° 42' 58", an arc distance of 512.65 feet; thence, tangent to said curve, South 23° 43' 55" East 904.83 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 550.00 feet; thence southeasterly along said curve, through a central angle of 63° 35' 30", an arc distance of 610.44 feet; thence, tangent to said curve, South 87° 19' 25" East 342.38 feet to the beginning of a tangent curve, concave southerly, having a radius of 3760.00 feet; thence easterly along said curve, through a central angle of 03° 00' 35", an arc distance of 197.51 feet; thence, tangent to said curve, South 84° 18' 50" East 541.22 feet to the beginning of a tangent curve, concave northerly, having a radius of 1500.00 feet; thence easterly along said curve, through a central angle of 28° 32' 28", an arc distance of 747.20 feet; thence, tangent to said curve, North 67° 08' 42" East 426.02 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 375.00 feet; thence northeasterly along said curve, through a central angle of 60° 36' 46", an arc distance of 396.71 feet; thence tangent to said curve, North 06° 31' 56" East 158.26 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 25° 51' 03", an arc distance of 248.15 feet to the most easterly corner of Parcel 108 as shown on said Parcel Map; thence continuing northeasterly along said curve, through a central angle of 44° 17' 44", an arc distance of 425.21 feet; thence, tangent to said curve, North 76° 40' 43" East 1142.48 feet to the beginning of a tangent curve, concave southerly, having a radius of 1050.00 feet; thence easterly along said curve, through a central angle of 27° 21' 27", an arc distance of 501.35 feet; thence, tangent to said curve, South 75° 57' 50" East 846.68 feet to Point "A"; thence continuing South 75° 57' 50" East 1401.86 feet to Point "B".

The sidelines of said strip of land are to be prolonged or shortened so as to terminate easterly in a line, having a bearing of North 34° 29' 42" West, that passes through said Point "B".

(ii) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "A" as described in Roadway Access Easement (i) above; thence South 14° 02' 10" West 1238.45 feet to the beginning of a tangent curve, concave easterly, having a radius of 1500.00 feet; thence southerly along said curve, through a central angle of 17° 48' 41", an arc distance of 466.30 feet; thence, tangent to said curve, South 03° 46' 31" East 698.33 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 700.00 feet; thence southerly and southwesterly along said curve, through a central angle of 61° 32' 56", an arc distance of 751.96 feet; thence, tangent to said curve, South 57° 46' 25" West 761.14 feet; thence South 32° 13' 35" East 734.06 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 600.00 feet; thence southeasterly and southerly along said curve, through a central angle of 35° 49' 30", an arc distance of 375.16 feet; thence, tangent to said curve, South 03° 35' 55" West 202.85 feet to the beginning of a tangent curve, concave easterly, having a radius of 800.00 feet; thence southerly along said curve, through a central angle of 11° 17' 41", an arc distance of 157.71 feet; thence, tangent to said curve, South 07° 41' 46" East 339.27 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 20° 05' 01", an arc distance of 280.42 feet; thence, tangent to said curve, South 27° 46' 47" East 222.74 feet to Point "C"; thence continuing South 27° 46' 47" East 92.94 feet.

(iii) A strip of land 60.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "C" as described in Roadway Access Easement (ii) above; thence North 62° 13' 13" East 431.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 425.00 feet; thence northeasterly along said curve, through a central angle of 23° 33' 38", an arc distance of 174.76 feet; thence, tangent to said curve, North 38° 39' 35" East 226.16 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 575.00 feet; thence northeasterly along said curve, through a central angle of 26° 07' 40", an arc distance of 262.21 feet; thence, tangent to said curve, North 64° 47' 15" East 895.51 feet to the beginning of a tangent curve, concave southerly, having a radius of 700.00 feet; thence easterly along said curve, through a central angle of 46° 02' 28", an arc distance of 562.50 feet; thence, tangent to said curve,

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South 69° 10' 17" East 96.85 feet to Point "D".

(iv) Beginning at Point "D" as described in Roadway Access Easement (iii) above; thence South 20° 49' 43" West 30.00 feet; thence South 69° 10' 17" East 97.88 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 45.00 feet; thence easterly, northerly and westerly along said curve, through a central angle of 202° 56' 10", an arc distance of 159.39 feet; thence, tangent to said curve, South 87° 53' 33" West 50.00 feet to the beginning of a tangent curve, concave northerly, having a radius of 88.00 feet; thence westerly along said curve, through a central angle of 22° 56' 10", an arc distance of 35.23 feet; thence South 20° 49' 43" West 30.00 feet to the point of beginning.

PURCHASE PARCEL 2-B

That portion of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

Commencing at Point "A" as described in Roadway Access Easement (i) above; thence South 14° 02' 10" West 1238.45 feet to the beginning of a tangent curve, concave easterly, having a radius of 1500.00 feet; thence southerly along said curve, through a central angle of 17° 48' 41", an arc distance of 466.30 feet; thence, tangent to said curve, South 03° 46' 31" East 698.33 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 700.00 feet; thence southerly and southwesterly along said curve, through a central angle of 61° 32' 56", an arc distance of 751.96 feet; thence, tangent to said curve, South 57° 46' 25" West 761.14 feet; thence South 32° 13' 35" East 734.06 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 600.00 feet; thence southeasterly along said curve, through a central angle of 18° 08' 37", an arc distance of 190.00 feet to the TRUE POINT OF BEGINNING; thence continuing southeasterly and southerly along said curve, through a central angle of 17° 40' 53", an arc distance of 185.16 feet; thence, tangent to said curve, South 03° 35' 55" West 202.85 feet to the beginning of a tangent curve, concave easterly, having a radius of 800.00 feet; thence southerly along said curve, through a central angle of 11° 17' 41", an arc distance of 157.71 feet; thence, tangent to said curve, South 07° 41' 46" East 339.27 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 20° 05' 01", an arc distance of 280.42 feet; thence, tangent to said curve, South 27° 46' 47" East 222.74 feet; thence North 62° 13' 13" East 431.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 425.00 feet; thence northeasterly along said curve,

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through a central angle of 23° 33' 38", an arc distance of 174.76 feet; thence, tangent to said curve, North 38° 39' 35" East 226.16 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 575.00 feet; thence northeasterly along said curve, through a central angle of 26° 07' 40", an arc distance of 262.21 feet; thence, tangent to said curve, North 64° 47' 15" East 895.51 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 700.00 feet; thence northeasterly along said curve, through a central angle of 13° 54' 52", an arc distance of 170.00 feet; thence North 06° 52' 43" West 1136.44 feet; thence South 49° 57' 50" West 1235.37 feet; thence South 85° 41' 21" West 996.97 feet to the TRUE POINT OF BEGINNING.

PURCHASE PARCEL 2-B above described contains 49.054 acres in gross.

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

(a) That certain strip of land 88.00 feet wide described in Roadway Access Easement (ii) above. EXCEPT THEREFROM any portions thereof not included within Purchase Parcel 2-B above described.

(b) That certain strip of land 60.00 feet wide described in Roadway Access Easement (iii) above. EXCEPT THEREFROM any portion thereof not included within Purchase Parcel 2-B above.

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Together with all riparian rights to the waters in the watershed of the Santa Margarita River, Temecula Creek, Murrieta Creek and their tributaries that may belong to or be appurtenant to the above-described lands, reserving to the retained lands of grantor all riparian rights to the waters in the watershed of the Santa Margarita River, Temecula Creek, Murrieta Creek and their tributaries that may belong to or be appurtenant to said retained lands. It is the intention of grantor to convey hereby all water rights and privileges which pertain to the above-described lands, and to reserve hereby all water rights and privileges which pertain to the retained lands of grantor. Grantee shall have no right to develop, pump, extract or divert by either conduits, canals, pumping plants or other devices, local water, including water from the Santa Margarita River, Temecula Creek, Murrieta Creek and their tributaries and all percolating water except for "domestic purposes" as that term is from time to time defined by the rules of the Metropolitan Water District of Southern California.

END RECORDED DOCUMENT. W. D. BALOGH, COUNTY RECORDER

RECORDING REQUESTED BY

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AND WHEN RECORDED MAIL TO

Name / Street Address / City & State:
SYCAMORE SPRINGS RANCHES, LTD.
c/o Mr. Roy Doumani
The Alison Company, Suite 2200
1900 Avenue of the Stars
Los Angeles, California 90067

RECEIVED FOR RECORD
JUL 15 1970
AT 9:00 O'CLOCK A.M.
TITLE INS. & TRUST CO.
Recorded in Official Records of Riverside County, California
W. O. Daigh Recorder
FEES $ 11.60

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name / Street Address / City & State:
SAME AS ABOVE

DOCUMENTARY TRANSFER TAX $ -0-

SIGNED / PARTY OR AGENT — Santa Rosa Ranches, FIRM NAME

X COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
____ COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.

Grant Deed

TO 405.1 CA (9-68) THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SANTA ROSA RANCHES, a partnership composed of Kaiser Aetna, a partnership; Temecula Properties, Inc., a corporation; and Kaiser Rancho California, Inc., a corporation

hereby GRANT(S) to SYCAMORE SPRINGS RANCHES, LTD., a limited partnership

the following described real property in the County of Riverside, State of California: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

SUBJECT TO: (1) Non-delinquent installments of real property taxes and assessments.

(2) Covenants, conditions, restrictions, rights of way and easements of record or apparent.

This deed is executed, delivered and accepted in lieu of and in correction of that certain Deed dated June 6, 1970, between the Parties hereto; recorded June 18, 1970, as Instrument No. 57991, Official Records, in which said Deed the property sought to be conveyed was erroneously described.

ACCEPTED AND APPROVED BY:

SYCAMORE SPRINGS RANCHES, LTD.,
a limited partnership
By _____
Roy Doumani, General Partner

Dated June 29, 1970

LEGAL APPROVAL

SANTA ROSA RANCHES, a partnership
By: _____
By: _____
Its Authorized Agents

STATE OF CALIFORNIA
COUNTY OF _____ } SS.
On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared

_____

_____ known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.
WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

3

TO 445 C
(Agent of Partnership)

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On July 7, 1970, before me, the undersigned, a Notary Public in and for said state, personally appeared Roy Doumani known to me to be the agent of the partnership that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal.

Signature Steve C. Hopkins

Steve C. Hopkins
Name (Typed or Printed)

OFFICIAL SEAL
STEVE C. HOPKINS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires August 20, 1972

(This area for official notarial seal)

67650 STAPLE HERE

TO 445 C
(Agent of Partnership)

STATE OF CALIFORNIA
COUNTY OF Orange } SS.

On July 13, 1970, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard F. Boultinghouse & Justus C. Gilfillan known to me to be the agent of the partnership that executed the within instrument and acknowledged to me that they executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal.

Signature Carol L. Rimmer

Carol L. Rimmer
Name (Typed or Printed)

OFFICIAL SEAL
CAROL L. RIMMER
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Aug. 19, 1973

(This area for official notarial seal)

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ROADWAY ACCESS EASEMENTS

Easements for Roadway and Public Utility purposes to be used in common with others, in and over those portions of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

(i) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Commencing at the easterly terminus of that certain course in the southerly boundary of Parcel 6 as shown on map filed in Book 54, Page 20 of Record of Surveys, shown on said map as having a bearing of North 84° 30' 23" East and a length of 1935.00 feet; thence, along said course, South 84° 30' 23" West 1935.00 feet to the most westerly corner of said Parcel 6; thence South 29° 58' 49" East 22,638.396 feet to the southwesterly corner of Parcel 65 as shown on Parcel Map filed in Book 2, Pages 42 to 68 inclusive of Parcel Maps, in the office of the County Recorder of said County of Riverside; thence, along the centerline of those certain strips of land delineated on said map and designated thereon as De Luz Road, Via Vaquero Road and Avenida Del Oro, North 07° 10' 44" West 545.00 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northerly and northeasterly along said curve, through a central angle of 44° 36' 24", an arc distance of 428.19 feet; thence, tangent to said curve, North 37° 25' 40" East 285.87 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 19° 35' 56", an arc distance of 188.14 feet; thence, tangent to said curve, North 17° 49' 44" East 395.66 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 600.00 feet; thence northeasterly along said curve, through a central angle of 28° 45' 17", an arc distance of 301.12 feet; thence, tangent to said curve, North 46° 35' 01" East 476.71 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 700.00 feet; thence northeasterly along said curve, through a central angle of 25° 10' 38", an arc distance of 307.60 feet; thence, tangent to said curve, North 71° 45' 39" East 1401.00 feet to the beginning of a tangent curve, concave southerly, having a radius of 730.00 feet; thence easterly along said curve, through a central angle of 53° 30' 28", an arc distance of 681.74 feet; thence, tangent to said curve, South 54° 43' 53" East 949.42 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 900.00 feet; thence southeasterly along said curve, through a central angle of 22° 12' 07", an arc distance of 348.75 feet; thence, tangent to said curve, South 32° 31' 46" East 331.63 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 600.00 feet; thence southeasterly and easterly along said curve, through a central angle of 79° 11' 47", an arc

EXHIBIT "A"

distance of 829.34 feet to the TRUE POINT OF BEGINNING; thence South 21° 43' 33" East 168.60 feet to the beginning of a tangent curve, concave westerly, having a radius of 570.00 feet; thence southerly along said curve, through a central angle of 29° 46' 45", an arc distance of 296.25 feet; thence, tangent to said curve, South 08° 03' 12" West 1271.66 feet; thence South 86° 35' 27" East 783.00 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 300.00 feet; thence southeasterly along said curve, through a central angle of 39° 34' 48", an arc distance of 207.24 feet; thence, tangent to said curve, South 47° 00' 39" East 167.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 950.00 feet; thence southeasterly along said curve, through a central angle of 16° 44' 30", an arc distance of 277.59 feet; thence, tangent to said curve, South 63° 45' 09" East 87.89 feet to the beginning of a tangent curve, concave northerly, having a radius of 670.00 feet; thence easterly along said curve, through a central angle of 59° 51' 03", an arc distance of 699.88 feet; thence, tangent to said curve, North 56° 23' 48" East 1140.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 550.00 feet; thence easterly along said curve, through a central angle of 63° 09' 19", an arc distance of 606.25 feet; thence, tangent to said curve, South 60° 26' 53" East 572.82 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 36° 42' 58", an arc distance of 512.65 feet; thence, tangent to said curve, South 23° 43' 55" East 904.83 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 550.00 feet; thence southeasterly along said curve, through a central angle of 63° 35' 30", an arc distance of 610.44 feet; thence, tangent to said curve, South 87° 19' 25" East 342.38 feet to the beginning of a tangent curve, concave southerly, having a radius of 3760.00 feet; thence easterly along said curve, through a central angle of 03° 00' 35", an arc distance of 197.51 feet; thence, tangent to said curve, South 84° 18' 50" East 541.22 feet to the beginning of a tangent curve, concave northerly, having a radius of 1500.00 feet; thence easterly along said curve, through a central angle of 28° 32' 28", an arc distance of 747.20 feet; thence, tangent to said curve, North 67° 08' 42" East 426.02 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 375.00 feet; thence northeasterly along said curve, through a central angle of 60° 36' 46", an arc distance of 396.71 feet; thence tangent to said curve, North 06° 31' 56" East 158.26 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 25° 51' 03", an arc distance of 248.15 feet to the most easterly corner of Parcel 108 as shown on said Parcel Map; thence continuing northeasterly along said curve, through a central angle of 44° 17' 44", an arc distance of 425.21 feet; thence, tangent to said curve, North 76° 40' 43" East 1142.48 feet to the beginning of a tangent curve, concave southerly, having a radius of 1050.00 feet; thence easterly along said curve, through a central angle of 27° 21' 27", an arc distance of 501.35 feet; thence, tangent to said curve, South 75° 57' 50" East 846.68 feet to Point "A"; thence continuing South 75° 57' 50" East 1401.86 feet to Point "B".

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The sidelines of said strip of land are to be prolonged or shortened so as to terminate easterly in a line, having a bearing of North 34° 29' 42" West, that passes through said Point "B".

(ii) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "A" as described in Roadway Access Easement (i) above; thence South 14° 02' 10" West 1238.45 feet to the beginning of a tangent curve, concave easterly, having a radius of 1500.00 feet; thence southerly along said curve, through a central angle of 17° 48' 41", an arc distance of 466.30 feet; thence, tangent to said curve, South 03° 46' 31" East 698.33 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 700.00 feet; thence southerly and southwesterly along said curve, through a central angle of 61° 32' 56", an arc distance of 751.96 feet; thence, tangent to said curve, South 57° 46' 25" West 761.14 feet; thence South 32° 13' 35" East 734.06 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 600.00 feet; thence southeasterly and southerly along said curve, through a central angle of 35° 49' 30", an arc distance of 375.16 feet; thence, tangent to said curve, South 03° 35' 55" West 202.85 feet to the beginning of a tangent curve, concave easterly, having a radius of 800.00 feet; thence southerly along said curve, through a central angle of 11° 17' 41", an arc distance of 157.71 feet; thence, tangent to said curve, South 07° 41' 46" East 339.27 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 20° 05' 01", an arc distance of 280.42 feet; thence, tangent to said curve, South 27° 46' 47" East 222.74 feet to Point "C"; thence continuing South 27° 46' 47" East 92.94 feet.

(iii) A strip of land 60.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "C" as described in Roadway Access Easement (ii) above; thence North 62° 13' 13" East 431.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 425.00 feet; thence northeasterly along said curve, through a central angle of 23° 33' 38", an arc distance of 174.76 feet; thence, tangent to said curve, North 38° 39' 35" East 226.16 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 575.00 feet; thence northeasterly along said curve, through a central angle of 26° 07' 40", an arc distance of 262.21 feet; thence, tangent to said curve, North 64° 47' 15" East 895.51 feet to the beginning of a tangent curve, concave southerly, having a radius of 700.00 feet; thence easterly along said curve, through a central angle of 46° 02' 28", an arc distance of 562.50 feet; thence, tangent to said curve,

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South 69° 10' 17" East 96.85 feet to Point "D".

(iv) Beginning at Point "D" as described in Roadway Access Easement (iii) above; thence South 20° 49' 43" West 30.00 feet; thence South 69° 10' 17" East 97.88 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 45.00 feet; thence easterly, northerly and westerly along said curve, through a central angle of 202° 56' 10", an arc distance of 159.39 feet; thence, tangent to said curve, South 87° 53' 33" West 50.00 feet to the beginning of a tangent curve, concave northerly, having a radius of 88.00 feet; thence westerly along said curve, through a central angle of 22° 56' 10", an arc distance of 35.23 feet; thence South 20° 49' 43" West 30.00 feet to the point of beginning.

PURCHASE PARCEL 3-A

That portion of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

Commencing at Point "C" as described in Roadway Access Easement (ii) above; thence North 62° 13' 13" East 431.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 425.00 feet; thence northeasterly along said curve, through a central angle of 23° 33' 38", an arc distance of 174.76 feet; thence, tangent to said curve, North 38° 39' 35" East 226.16 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 575.00 feet; thence northeasterly along said curve, through a central angle of 26° 07' 40", an arc distance of 262.21 feet; thence, tangent to said curve, North 64° 47' 15" East 895.51 feet to the beginning of a tangent curve, concave southerly, having a radius of 700.00 feet; thence easterly along said curve, through a central angle of 13° 54' 52", an arc distance of 170.00 feet to the TRUE POINT OF BEGINNING; thence continuing easterly along said curve, through a central angle of 30° 39' 07", an arc distance of 374.48 feet; thence North 19° 21' 14" East 1128.33 feet; thence North 79° 11' 17" East 1609.96 feet to a point in a non-tangent curve, concave southwesterly, having a radius of 1875.00 feet, a radial line of said curve to said point having a bearing of North 78° 52' 18" East; thence northwesterly along said curve, through a central angle of 38° 46' 38", an arc distance of 1268.98 feet; thence South 71° 27' 19" West 2010.62 feet; thence South 06° 52' 43" East 1786.44 feet to the TRUE POINT OF BEGINNING.

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PURCHASE PARCEL 3-A above described contains 68.960 acres in gross.

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

That certain strip of land 60.00 feet wide described in Roadway Access Easement (iii) above. EXCEPT THEREFROM any portion thereof not included within Purchase Parcel 3-A above described.

Also reserving unto Grantor, its successors and assigns, slope easements adjoining the northeasterly boundary thereof, at a ratio of 2:1 as required by governmental agencies, to be appurtenant to the lands of Grantor as described in a deed from Vail Company to Rancho California, dated November 25, 1964, recorded December 4, 1964, in Book 3868, Page 233, Official Records of Riverside County, California, for the purpose of future construction of a highway or freeway adjacent to the northeasterly boundary of the land described in said Purchase Parcel 3-A, together with the right to dedicate said easements for said purpose.

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ROADWAY ACCESS EASEMENTS

Easements for Roadway and Public Utility purposes to be used in common with others, in and over those portions of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

(i) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Commencing at the easterly terminus of that certain course in the southerly boundary of Parcel 6 as shown on map filed in Book 54, Page 20 of Record of Surveys, shown on said map as having a bearing of North 84° 30' 23" East and a length of 1935.00 feet; thence, along said course, South 84° 30' 23" West 1935.00 feet to the most westerly corner of said Parcel 6; thence South 29° 58' 49" East 22,638.396 feet to the southwesterly corner of Parcel 65 as shown on Parcel Map filed in Book 2, Pages 42 to 68 inclusive of Parcel Maps, in the office of the County Recorder of said County of Riverside; thence, along the centerline of those certain strips of land delineated on said map and designated thereon as De Luz Road, Via Vaquero Road and Avenida Del Oro, North 07° 10' 44" West 545.00 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northerly and northeasterly along said curve, through a central angle of 44° 36' 24", an arc distance of 428.19 feet; thence, tangent to said curve, North 37° 25' 40" East 285.87 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 19° 35' 56", an arc distance of 188.14 feet; thence, tangent to said curve, North 17° 49' 44" East 395.66 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 600.00 feet; thence northeasterly along said curve, through a central angle of 28° 45' 17", an arc distance of 301.12 feet; thence, tangent to said curve, North 46° 35' 01" East 476.71 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 700.00 feet; thence northeasterly along said curve, through a central angle of 25° 10' 38", an arc distance of 307.60 feet; thence, tangent to said curve, North 71° 45' 39" East 1401.00 feet to the beginning of a tangent curve, concave southerly, having a radius of 730.00 feet; thence easterly along said curve, through a central angle of 53° 30' 28", an arc distance of 681.74 feet; thence, tangent to said curve, South 54° 43' 53" East 949.42 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 900.00 feet; thence southeasterly along said curve, through a central angle of 22° 12' 07", an arc distance of 348.75 feet; thence, tangent to said curve, South 32° 31' 46" East 331.63 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 600.00 feet; thence southeasterly and easterly along said curve, through a central angle of 79° 11' 47", an arc

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distance of 829.34 feet to the TRUE POINT OF BEGINNING; thence South 21° 43' 33" East 168.60 feet to the beginning of a tangent curve, concave westerly, having a radius of 570.00 feet; thence southerly along said curve, through a central angle of 29° 46' 45", an arc distance of 296.25 feet; thence, tangent to said curve, South 08° 03' 12" West 1271.66 feet; thence South 86° 35' 27" East 783.00 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 300.00 feet; thence southeasterly along said curve, through a central angle of 39° 34' 48", an arc distance of 207.24 feet; thence, tangent to said curve, South 47° 00' 39" East 167.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 950.00 feet; thence southeasterly along said curve, through a central angle of 16° 44' 30", an arc distance of 277.59 feet; thence, tangent to said curve, South 63° 45' 09" East 87.89 feet to the beginning of a tangent curve, concave northerly, having a radius of 670.00 feet; thence easterly along said curve, through a central angle of 59° 51' 03", an arc distance of 699.88 feet; thence, tangent to said curve, North 56° 23' 48" East 1140.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 550.00 feet; thence easterly along said curve, through a central angle of 63° 09' 19", an arc distance of 606.25 feet; thence, tangent to said curve, South 60° 26' 53" East 572.82 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 36° 42' 58", an arc distance of 512.65 feet; thence, tangent to said curve, South 23° 43' 55" East 904.83 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 550.00 feet; thence southeasterly along said curve, through a central angle of 63° 35' 30", an arc distance of 610.44 feet; thence, tangent to said curve, South 87° 19' 25" East 342.38 feet to the beginning of a tangent curve, concave southerly, having a radius of 3760.00 feet; thence easterly along said curve, through a central angle of 03° 00' 35", an arc distance of 197.51 feet; thence, tangent to said curve, South 84° 18' 50" East 541.22 feet to the beginning of a tangent curve, concave northerly, having a radius of 1500.00 feet; thence easterly along said curve, through a central angle of 28° 32' 28", an arc distance of 747.20 feet; thence, tangent to said curve, North 67° 08' 42" East 426.02 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 375.00 feet; thence northeasterly along said curve, through a central angle of 60° 36' 46", an arc distance of 396.71 feet; thence tangent to said curve, North 06° 31' 56" East 158.26 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 25° 51' 03", an arc distance of 248.15 feet to the most easterly corner of Parcel 108 as shown on said Parcel Map; thence continuing northeasterly along said curve, through a central angle of 44° 17' 44", an arc distance of 425.21 feet; thence, tangent to said curve, North 76° 40' 43" East 1142.48 feet to the beginning of a tangent curve, concave southerly, having a radius of 1050.00 feet; thence easterly along said curve, through a central angle of 27° 21' 27", an arc distance of 501.35 feet; thence, tangent to said curve, South 75° 57' 50" East 846.68 feet to Point "A"; thence continuing South 75° 57' 50" East 1401.86 feet to Point "B".

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The sidelines of said strip of land are to be prolonged or shortened so as to terminate easterly in a line, having a bearing of North 34° 29' 42" West, that passes through said Point "B".

(ii) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "A" as described in Roadway Access Easement (i) above; thence South 14° 02' 10" West 1238.45 feet to the beginning of a tangent curve, concave easterly, having a radius of 1500.00 feet; thence southerly along said curve, through a central angle of 17° 48' 41", an arc distance of 466.30 feet; thence, tangent to said curve, South 03° 46' 31" East 698.33 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 700.00 feet; thence southerly and southwesterly along said curve, through a central angle of 61° 32' 56", an arc distance of 751.96 feet; thence, tangent to said curve, South 57° 46' 25" West 761.14 feet; thence South 32° 13' 35" East 734.06 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 600.00 feet; thence southeasterly and southerly along said curve, through a central angle of 35° 49' 30", an arc distance of 375.16 feet; thence, tangent to said curve, South 03° 35' 55" West 202.85 feet to the beginning of a tangent curve, concave easterly, having a radius of 800.00 feet; thence southerly along said curve, through a central angle of 11° 17' 41", an arc distance of 157.71 feet; thence, tangent to said curve, South 07° 41' 46" East 339.27 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 20° 05' 01", an arc distance of 280.42 feet; thence, tangent to said curve, South 27° 46' 47" East 222.74 feet to Point "C"; thence continuing South 27° 46' 47" East 92.94 feet.

(iii) A strip of land 60.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "C" as described in Roadway Access Easement (ii) above; thence North 62° 13' 13" East 431.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 425.00 feet; thence northeasterly along said curve, through a central angle of 23° 33' 38", an arc distance of 174.76 feet; thence, tangent to said curve, North 38° 39' 35" East 226.16 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 575.00 feet; thence northeasterly along said curve, through a central angle of 26° 07' 40", an arc distance of 262.21 feet; thence, tangent to said curve, North 64° 47' 15" East 895.51 feet to the beginning of a tangent curve, concave southerly, having a radius of 700.00 feet; thence easterly along said curve, through a central angle of 46° 02' 28", an arc distance of 562.50 feet; thence, tangent to said curve,

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South 69° 10' 17" East 96.85 feet to Point "D".

(iv) Beginning at Point "D" as described in Roadway Access Easement (iii) above; thence South 20° 49' 43" West 30.00 feet; thence South 69° 10' 17" East 97.88 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 45.00 feet; thence easterly, northerly and westerly along said curve, through a central angle of 202° 56' 10", an arc distance of 159.39 feet; thence, tangent to said curve, South 87° 53' 33" West 50.00 feet to the beginning of a tangent curve, concave northerly, having a radius of 88.00 feet; thence westerly along said curve, through a central angle of 22° 56' 10", an arc distance of 35.23 feet; thence South 20° 49' 43" West 30.00 feet to the point of beginning.

PURCHASE PARCEL 3-B

That portion of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

Commencing at Point "C" as described in Roadway Access Easement (ii) above; thence North 62° 13' 13" East 431.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 425.00 feet; thence northeasterly along said curve, through a central angle of 23° 33' 38", an arc distance of 174.76 feet; thence, tangent to said curve, North 38° 39' 35" East 226.16 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 575.00 feet; thence northeasterly along said curve, through a central angle of 26° 07' 40", an arc distance of 262.21 feet; thence, tangent to said curve, North 64° 47' 15" East 895.51 feet to the beginning of a tangent curve, concave southerly, having a radius of 700.00 feet; thence easterly along said curve, through a central angle of 44° 33' 59", an arc distance of 544.48 feet to the TRUE POINT OF BEGINNING; thence continuing easterly along said curve, through a central angle of 01° 28' 29", an arc distance of 18.02 feet; thence, tangent to said curve, South 69° 10' 17" East 194.73 feet; thence North 20° 49' 43" East 15.00 feet; thence South 72° 08' 25" East 2153.73 feet; thence North 08° 04' 21" West 2009.83 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 1875.00 feet; thence northwesterly along said curve, through a central angle of 03° 03' 21", an arc distance of 100.00 feet; thence South 79° 11' 17" West 1609.96 feet; thence South 19° 21' 14" West 1128.33 feet to the TRUE POINT OF BEGINNING.

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PURCHASE PARCEL 3-B above described contains 69.585 acres in gross.

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

(a) That certain strip of land 60.00 feet wide described in Roadway Access Easement (iii) above. EXCEPT THEREFROM any portion thereof not included within Purchase Parcel 3-B above described.

(b) That certain land described in Roadway Access Easement (iv) above. EXCEPT THEREFROM any portion thereof not included within Purchase Parcel 3-B above described.

Also reserving unto Grantor, its successors and assigns, slope easements adjoining the easterly boundary thereof, at a ratio of 2:1 as required by governmental agencies, to be appurtenant to the lands of Grantor as described in a deed from Vail Company to Rancho California, dated November 25, 1964, recorded December 4, 1964, in Book 3868, Page 233, Official Records of Riverside County, California, for the purpose of future construction of a highway or freeway adjacent to the easterly boundary of the land described in said Purchase Parcel 3-B, together with the right to dedicate said easements for said purpose.

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Together with all riparian rights to the waters in the watershed of the Santa Margarita River, Temecula Creek, Murrieta Creek and their tributaries that may belong to or be appurtenant to the above-described lands, reserving to the retained lands of grantor all riparian rights to the waters in the watershed of the Santa Margarita River, Temecula Creek, Murrieta Creek and their tributaries that may belong to or be appurtenant to said retained lands. It is the intention of grantor to convey hereby all water rights and privileges which pertain to the above-described lands, and to reserve hereby all water rights and privileges which pertain to the retained lands of grantor. Grantee shall have no right to develop, pump, extract or divert by either conduits, canals, pumping plants or other devices, local water, including water from the Santa Margarita River, Temecula Creek, Murrieta Creek and their tributaries and all percolating water except for "domestic purposes" as that term is from time to time defined by the rules of the Metropolitan Water District of Southern California.

END RECORDED DOCUMENT. W. D. BALOGH, COUNTY RECORDER

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RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name / Street Address / City & State:
SYCAMORE SPRINGS RANCHES, LTD.
c/o Mr. Roy Doumani
The Alison Company, Suite 2200
1900 Avenue of the Stars
Los Angeles, California 90047

RECEIVED FOR RECORD
JUL 15 1970
AT 9:00 O'CLOCK A.M.
And Requested by
TITLE INS. & TRUST CO.
Recorded in Official Records
of Riverside County, California
Wm. Rodgers Recorder
FEES $ 4.00

4A
4B

MAIL TAX STATEMENTS TO

Name / Street Address / City & State:
SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $ -0-
RFB — SIGNATURE OF PARTY OR AGENT
Santa Rosa Ranches — FIRM NAME

X COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
..... COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.

Grant Deed

TO 405.1 CA (9-68) THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SANTA ROSA RANCHES, a partnership composed of Kaiser Aetna, a partnership; Temecula Properties, Inc., a corporation; and Kaiser Rancho California, Inc., a corporation

hereby GRANT(S) to SYCAMORE SPRINGS RANCHES, LTD., a limited partnership

the following described real property in the County of Riverside, State of California: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

SUBJECT TO: (1) Non-delinquent installments of real property taxes and assessments.
(2) Covenants, conditions, restrictions, rights of way and easements of record or apparent.

This deed is executed, delivered and accepted in lieu of and in correction of that certain Deed dated June 6, 1970, between the Parties hereto; recorded June 18, 1970, as Instrument No. 57994, Official Records, in which said Deed the property sought to be conveyed was erroneously described.

ACCEPTED AND APPROVED BY:

SYCAMORE SPRINGS RANCHES, LTD.,
a limited partnership
By _____
Roy Doumani, General Partner

Dated June 29, 1970

LEGAL APPROVAL

SANTA ROSA RANCHES, a partnership
By: _____
By: _____
Its Authorized Agents

STATE OF CALIFORNIA
COUNTY OF _____ } SS.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.
WITNESS my hand and official seal.

Signature _____
Name (Typed or Printed)

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

1160

99631 REC

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TO 445 C
(Agent of Partnership)

STAPLE HERE

STATE OF CALIFORNIA
COUNTY OF ORANGE } SS.

On July 13, 1970 before me, the undersigned, a Notary Public in and for said state, personally appeared Richard F. Boultinghouse & Justus C. Griffinan known to me to be the agent of the partnership that executed the within instrument and acknowledged to me that the Y executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal.

Signature Carol L. Rimmer

Carol L. Rimmer
Name (Typed or Printed)

OFFICIAL SEAL
CAROL L. RIMMER
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Aug. 19, 1973

(This area for official notarial seal)

TO 445 C
(Agent of Partnership)

STAPLE HERE

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On July 7, 1970 before me, the undersigned, a Notary Public in and for said state, personally appeared Roy Doumani known to me to be the agent of the partnership that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal.

Signature Steve C. Hopkins

Steve C. Hopkins
Name (Typed or Printed)

OFFICIAL SEAL
STEVE C. HOPKINS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires August 20, 1972

(This area for official notarial seal)

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ROADWAY ACCESS EASEMENTS

Easements for Roadway and Public Utility purposes to be used in common with others, in and over those portions of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

(i) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Commencing at the easterly terminus of that certain course in the southerly boundary of Parcel 6 as shown on map filed in Book 54, Page 20 of Record of Surveys, shown on said map as having a bearing of North 84° 30' 23" East and a length of 1935.00 feet; thence, along said course, South 84° 30' 23" West 1935.00 feet to the most westerly corner of said Parcel 6; thence South 29° 58' 49" East 22,638.396 feet to the southwesterly corner of Parcel 65 as shown on Parcel Map filed in Book 2, Pages 42 to 68 inclusive of Parcel Maps, in the office of the County Recorder of said County of Riverside; thence, along the centerline of those certain strips of land delineated on said map and designated thereon as De Luz Road, Via Vaquero Road and Avenida Del Oro, North 07° 10' 44" West 545.00 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northerly and northeasterly along said curve, through a central angle of 44° 36' 24", an arc distance of 428.19 feet; thence, tangent to said curve, North 37° 25' 40" East 285.87 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 19° 35' 56", an arc distance of 188.14 feet; thence, tangent to said curve, North 17° 49' 44" East 395.66 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 600.00 feet; thence northeasterly along said curve, through a central angle of 28° 45' 17", an arc distance of 301.12 feet; thence, tangent to said curve, North 46° 35' 01" East 476.71 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 700.00 feet; thence northeasterly along said curve, through a central angle of 25° 10' 38", an arc distance of 307.60 feet; thence, tangent to said curve, North 71° 45' 39" East 1401.00 feet to the beginning of a tangent curve, concave southerly, having a radius of 730.00 feet; thence easterly along said curve, through a central angle of 53° 30' 28", an arc distance of 681.74 feet; thence, tangent to said curve, South 54° 43' 53" East 949.42 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 900.00 feet; thence southeasterly along said curve, through a central angle of 22° 12' 07", an arc distance of 348.75 feet; thence, tangent to said curve, South 32° 31' 46" East 331.63 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 600.00 feet; thence southeasterly and easterly along said curve, through a central angle of 79° 11' 47", an arc

EXHIBIT "A"

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distance of 829.34 feet to the TRUE POINT OF BEGINNING; thence South 21° 43' 33" East 168.60 feet to the beginning of a tangent curve, concave westerly, having a radius of 570.00 feet; thence southerly along said curve, through a central angle of 29° 46' 45", an arc distance of 296.25 feet; thence, tangent to said curve, South 08° 03' 12" West 1271.66 feet; thence South 86° 35' 27" East 783.00 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 300.00 feet; thence southeasterly along said curve, through a central angle of 39° 34' 48", an arc distance of 207.24 feet; thence, tangent to said curve, South 47° 00' 39" East 167.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 950.00 feet; thence southeasterly along said curve, through a central angle of 16° 44' 30", an arc distance of 277.59 feet; thence, tangent to said curve, South 63° 45' 09" East 87.89 feet to the beginning of a tangent curve, concave northerly, having a radius of 670.00 feet; thence easterly along said curve, through a central angle of 59° 51' 03", an arc distance of 699.88 feet; thence, tangent to said curve, North 56° 23' 48" East 1140.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 550.00 feet; thence easterly along said curve, through a central angle of 63° 09' 19", an arc distance of 606.25 feet; thence, tangent to said curve, South 60° 26' 53" East 572.82 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 36° 42' 58", an arc distance of 512.65 feet; thence, tangent to said curve, South 23° 43' 55" East 904.83 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 550.00 feet; thence southeasterly along said curve, through a central angle of 63° 35' 30", an arc distance of 610.44 feet; thence, tangent to said curve, South 87° 19' 25" East 342.38 feet to the beginning of a tangent curve, concave southerly, having a radius of 3760.00 feet; thence easterly along said curve, through a central angle of 03° 00' 35", an arc distance of 197.51 feet; thence, tangent to said curve, South 84° 18' 50" East 541.22 feet to the beginning of a tangent curve, concave northerly, having a radius of 1500.00 feet; thence easterly along said curve, through a central angle of 28° 32' 28", an arc distance of 747.20 feet; thence, tangent to said curve, North 67° 08' 42" East 426.02 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 375.00 feet; thence northeasterly along said curve, through a central angle of 60° 36' 46", an arc distance of 396.71 feet; thence tangent to said curve, North 06° 31' 56" East 158.26 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 25° 51' 03", an arc distance of 248.15 feet to the most easterly corner of Parcel 108 as shown on said Parcel Map; thence continuing northeasterly along said curve, through a central angle of 44° 17' 44", an arc distance of 425.21 feet; thence, tangent to said curve, North 76° 40' 43" East 1142.48 feet to the beginning of a tangent curve, concave southerly, having a radius of 1050.00 feet; thence easterly along said curve, through a central angle of 27° 21' 27", an arc distance of 501.35 feet; thence, tangent to said curve, South 75° 57' 50" East 846.68 feet to Point "A"; thence continuing South 75° 57' 50" East 1401.86 feet to Point "B".

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The sidelines of said strip of land are to be prolonged or shortened so as to terminate easterly in a line, having a bearing of North 34° 29' 42" West, that passes through said Point "B".

(ii) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "A" as described in Roadway Access Easement (i) above; thence South 14° 02' 10" West 1238.45 feet to the beginning of a tangent curve, concave easterly, having a radius of 1500.00 feet; thence southerly along said curve, through a central angle of 17° 48' 41", an arc distance of 466.30 feet; thence, tangent to said curve, South 03° 46' 31" East 698.33 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 700.00 feet; thence southerly and southwesterly along said curve, through a central angle of 61° 32' 56", an arc distance of 751.96 feet; thence, tangent to said curve, South 57° 46' 25" West 761.14 feet; thence South 32° 13' 35" East 734.06 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 600.00 feet; thence southeasterly and southerly along said curve, through a central angle of 35° 49' 30", an arc distance of 375. 16 feet; thence, tangent to said curve, South 03° 35' 55" West 202.85 feet to the beginning of a tangent curve, concave easterly, having a radius of 800.00 feet; thence southerly along said curve through a central angle of 11° 17' 41", an arc distance of 157.71 feet; thence, tangent to said curve, South 07° 41' 46" East 339.27 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 20° 05' 01", an arc distance of 280.42 feet; thence, tangent to said curve, South 27° 46' 47" East 222.74 feet to Point "C"; thence continuing South 27° 46' 47" East 92.94 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 600.00 feet; thence southeasterly and southerly along said curve, through a central angle of 32° 37' 36", an arc distance of 341.67 feet; thence, tangent to said curve, South 04° 50' 49" West 1540.53 feet.

(iii) A strip of land 60.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "C" as described in Roadway Access Easement (ii) above; thence North 62° 13' 13" East 431.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 425.00 feet; thence northeasterly along said curve, through a central angle of 23° 33' 38", an arc distance of 174.76 feet; thence, tangent to said curve, North 38° 39' 35" East 226.16 feet to the beginning of a tangent curve, concave southeasterly,

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having a radius of 575.00 feet; thence northeasterly along said curve, through a central angle of 26° 07' 40", an arc distance of 262.21 feet; thence, tangent to said curve, North 64° 47' 15" East 895.51 feet to the beginning of a tangent curve, concave southerly, having a radius of 700.00 feet; thence easterly along said curve, through a central angle of 46° 02' 28", an arc distance of 562.50 feet; thence, tangent to said curve, South 69° 10' 17" East 96.85 feet to Point "D".

(iv) Beginning at Point "D" as described in Roadway Access Easement (iii) above; thence South 20° 49' 43" West 30.00 feet; thence South 69° 10' 17" East 97.88 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 45.00 feet; thence easterly, northerly and westerly along said curve, through a central angle of 202° 56' 10", an arc distance of 159.39 feet; thence, tangent to said curve, South 87° 53' 33" West 50.00 feet to the beginning of a tangent curve, concave northerly, having a radius of 88.00 feet; thence westerly along said curve, through a central angle of 22° 56' 10", an arc distance of 35.23 feet; thence South 20° 49' 43" West 30.00 feet to the point of beginning.

PURCHASE PARCEL 4-A

That portion of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

Beginning at Point "C" as described in Roadway Access Easement (ii) above; thence North 62° 13' 13" East 431.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 425.00 feet; thence northeasterly along said curve, through a central angle of 23° 33' 38", an arc distance of 174.76 feet; thence, tangent to said curve, North 38° 39' 35" East 226.16 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 575.00 feet; thence northeasterly along said curve, through a central angle of 26° 07' 40", an arc distance of 262.21 feet; thence, tangent to said curve, North 64° 47' 15" East 895.51 feet to the beginning of a tangent curve, concave southerly, having a radius of 700.00 feet; thence easterly along said curve, through a central angle of 30° 29' 22", an arc distance of 372.50 feet; thence South 05° 16' 37" West 1280.00 feet; thence South45° 07' 14" East 120.00 feet; thence South 54° 13' 30" West 740.00 feet; thence North 77° 33' 00" West 1321.31 feet to the southerly terminus of that certain curve in the centerline of Roadway Access Easement (ii) above, described

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therein as being concave southwesterly and having a radius of 600.00 feet, a radial line of said curve to said southerly terminus having a bearing of South 85° 09' 11" East; thence northerly and northwesterly along said curve, through a central angle of 32° 37' 36", an arc distance of 341.67 feet; thence, tangent to said curve, North 27° 46' 47" West 92.94 feet to the point of beginning.

PURCHASE PARCEL 4-A above described contains 51.969 acres in gross.

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

(a) That certain strip of land 88.00 feet wide described in Roadway Access Easement (ii) above. EXCEPT THEREFROM any portion thereof not included within Purchase Parcel 4-A above described.

(b) That certain strip of land 60.00 feet wide described in Roadway Access Easement (iii) above. EXCEPT THEREFROM any portion thereof not included within Purchase Parcel 4-A above described.

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ROADWAY ACCESS EASEMENTS

Easements for Roadway and Public Utility purposes to be used in common with others, in and over those portions of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

(i) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Commencing at the easterly terminus of that certain course in the southerly boundary of Parcel 6 as shown on map filed in Book 54, Page 20 of Record of Surveys, shown on said map as having a bearing of North 84° 30' 23" East and a length of 1935.00 feet; thence, along said course, South 84° 30' 23" West 1935.00 feet to the most westerly corner of said Parcel 6; thence South 29° 58' 49" East 22,638.396 feet to the southwesterly corner of Parcel 65 as shown on Parcel Map filed in Book 2, Pages 42 to 68 inclusive of Parcel Maps, in the office of the County Recorder of said County of Riverside; thence, along the centerline of those certain strips of land delineated on said map and designated thereon as De Luz Road, Via Vaquero Road and Avenida Del Oro, North 07° 10' 44" West 545.00 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northerly and northeasterly along said curve, through a central angle of 44° 36' 24", an arc distance of 428.19 feet; thence, tangent to said curve, North 37° 25' 40" East 285.87 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 19° 35' 56", an arc distance of 188.14 feet; thence, tangent to said curve, North 17° 49' 44" East 395.66 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 600.00 feet; thence northeasterly along said curve, through a central angle of 28° 45' 17", an arc distance of 301.12 feet; thence, tangent to said curve, North 46° 35' 01" East 476.71 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 700.00 feet; thence northeasterly along said curve, through a central angle of 25° 10' 38", an arc distance of 307.60 feet; thence, tangent to said curve, North 71° 45' 39" East 1401.00 feet to the beginning of a tangent curve, concave southerly, having a radius of 730.00 feet; thence easterly along said curve, through a central angle of 53° 30' 28", an arc distance of 681.74 feet; thence, tangent to said curve, South 54° 43' 53" East 949.42 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 900.00 feet; thence southeasterly along said curve, through a central angle of 22° 12' 07", an arc distance of 348.75 feet; thence, tangent to said curve, South 32° 31' 46" East 331.63 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 600.00 feet; thence southeasterly and easterly along said curve, through a central angle of 79° 11' 47", an arc

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distance of 829.34 feet to the TRUE POINT OF BEGINNING; thence South 21° 43' 33" East 168.60 feet to the beginning of a tangent curve, concave westerly, having a radius of 570.00 feet; thence southerly along said curve, through a central angle of 29° 46' 45", an arc distance of 296.25 feet; thence, tangent to said curve, South 08° 03' 12" West 1271.66 feet; thence South 86° 35' 27" East 783.00 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 300.00 feet; thence southeasterly along said curve, through a central angle of 39° 34' 48", an arc distance of 207.24 feet; thence, tangent to said curve, South 47° 00' 39" East 167.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 950.00 feet; thence southeasterly along said curve, through a central angle of 16° 44' 30", an arc distance of 277.59 feet; thence, tangent to said curve, South 63° 45' 09" East 87.89 feet to the beginning of a tangent curve, concave northerly, having a radius of 670.00 feet; thence easterly along said curve, through a central angle of 59° 51' 03", an arc distance of 699.88 feet; thence, tangent to said curve, North 56° 23' 48" East 1140.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 550.00 feet; thence easterly along said curve, through a central angle of 63° 09' 19", an arc distance of 606.25 feet; thence, tangent to said curve, South 60° 26' 53" East 572.82 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 36° 42' 58", an arc distance of 512.65 feet; thence, tangent to said curve, South 23° 43' 55" East 904.83 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 550.00 feet; thence southeasterly along said curve, through a central angle of 63° 35' 30", an arc distance of 610.44 feet; thence, tangent to said curve, South 87° 19' 25" East 342.38 feet to the beginning of a tangent curve, concave southerly, having a radius of 3760.00 feet; thence easterly along said curve, through a central angle of 03° 00' 35", an arc distance of 197.51 feet; thence, tangent to said curve, South 84° 18' 50" East 541.22 feet to the beginning of a tangent curve, concave northerly, having a radius of 1500.00 feet; thence easterly along said curve, through a central angle of 28° 32' 28", an arc distance of 747.20 feet; thence, tangent to said curve, North 67° 08' 42" East 426.02 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 375.00 feet; thence northeasterly along said curve, through a central angle of 60° 36' 46", an arc distance of 396.71 feet; thence tangent to said curve, North 06° 31' 56" East 158.26 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 25° 51' 03", an arc distance of 248.15 feet to the most easterly corner of Parcel 108 as shown on said Parcel Map; thence continuing northeasterly along said curve, through a central angle of 44° 17' 44", an arc distance of 425.21 feet; thence, tangent to said curve, North 76° 40' 43" East 1142.48 feet to the beginning of a tangent curve, concave southerly, having a radius of 1050.00 feet; thence easterly along said curve, through a central angle of 27° 21' 27", an arc distance of 501.35 feet; thence, tangent to said curve, South 75° 57' 50" East 846.68 feet to Point "A"; thence continuing South 75° 57' 50" East 1401.86 feet to Point "B".

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The sidelines of said strip of land are to be prolonged or shortened so as to terminate easterly in a line, having a bearing of North 34° 29' 42" West, that passes through said Point "B".

(ii) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "A" as described in Roadway Access Easement (i) above; thence South 14° 02' 10" West 1238.45 feet to the beginning of a tangent curve, concave easterly, having a radius of 1500.00 feet; thence southerly along said curve, through a central angle of 17° 48' 41", an arc distance of 466.30 feet; thence, tangent to said curve, South 03° 46' 31" East 698.33 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 700.00 feet; thence southerly and southwesterly along said curve, through a central angle of 61° 32' 56", an arc distance of 751.96 feet; thence, tangent to said curve, South 57° 46' 25" West 761.14 feet; thence South 32° 13' 35" East 734.06 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 600.00 feet; thence southeasterly and southerly along said curve, through a central angle of 35° 49' 30", an arc distance of 375.16 feet; thence, tangent to said curve, South 03° 35' 55" West 202.85 feet to the beginning of a tangent curve, concave easterly, having a radius of 800.00 feet; thence southerly along said curve, through a central angle of 11° 17' 41", an arc distance of 157.71 feet; thence, tangent to said curve, South 07° 41' 46" East 339.27 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 20° 05' 01", an arc distance of 280.42 feet; thence, tangent to said curve, South 27° 46' 47" East 222.74 feet to Point "C"; thence continuing South 27° 46' 47" East 92.94 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 600.00 feet; thence southeasterly and southerly along said curve, through a central angle of 32° 37' 36", an arc distance of 341.67 feet; thence, tangent to said curve, South 04° 50' 49" West 1540.53 feet.

PURCHASE PARCEL 4-B

That portion of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

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Commencing at Point "C" as described in Roadway Access Easement (ii) above; thence South 27° 46' 47" East 92.94 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 600.00 feet; thence southeasterly and southerly along said curve, through a central angle of 32° 37' 36", an arc distance of 341.67 feet to the TRUE POINT OF BEGINNING; thence, tangent to said curve, South 04° 50' 49" West 1540.53 feet; thence North 86° 52' 11" East 1281.91 feet; thence South 76° 14' 39" East 350.00 feet; thence North 28° 50' 08" East 663.99 feet; thence North 61° 09' 52" West 263.73 feet; thence North 28° 50' 08" East 200.00 feet; thence South 61° 09' 52" East 263.73 feet; thence North 28° 50' 08" East 680.78 feet; thence North 45° 07' 14" West 485.78 feet; thence South 54° 13' 30" West 740.00 feet; thence North 77° 33' 00" West 1321.31 feet to the TRUE POINT OF BEGINNING.

PURCHASE PARCEL 4-B above described contains 61.890 acres in gross.

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

That certain strip of land 88.00 feet wide described in Roadway Access Easement (ii) above. EXCEPT THEREFROM any portion thereof not included within Purchase Parcel 4-B above described.

Also reserving therefrom an easement for ingress, egress and utility purposes, together with the necessary easement to construct and maintain said easement at a slope ratio of 2 horizontal to 1 vertical, over that portion thereof included within a strip of land 20.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at a point in the westerly boundary of the land described in said Purchase Parcel 4-B, distant thereon South 04° 50' 49" West 625.19 feet from the northwesterly corner of said Purchase Parcel 4-B; thence South 85° 25' 30" East 279.19 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 200.00 feet; thence southeasterly along said

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curve, through a central angle of 49° 58' 16", an arc distance of 174.43 feet; thence, tangent to said curve, South 35° 27' 14" East 190.79 feet to the beginning of a tangent curve, concave northerly, having a radius of 50.00 feet; thence southerly, easterly and northerly along said curve, through a central angle of 135° 56' 42", an arc distance of 118.63 feet; thence, tangent to said curve, North 08° 36' 04" East 58.09 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 100.00 feet; thence northeasterly along said curve, through a central angle of 23° 50' 08", an arc distance of 41.60 feet; thence, tangent to said curve, North 32° 26' 12" East 126.78 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 100.00 feet; thence northeasterly along said curve, through a central angle of 50° 14' 34", an arc distance of 87.69 feet; thence, tangent to said curve, North 82° 40' 46" East 121.21 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 200.00 feet; thence northeasterly along said curve, through a central angle of 60° 18' 29", an arc distance of 210.52 feet; thence, tangent to said curve, North 22° 22' 17" East 70.45 feet to the beginning of a tangent curve, concave southerly, having a radius of 50.00 feet; thence northerly, easterly and southerly along said curve, through a central Angle of 143° 41' 30", an arc distance of 125.40 feet; thence, tangent to said curve, South 13° 56' 13" East 55.00 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 400.00 feet; thence southeasterly along said curve, through a central angle of 29° 24' 22", an arc distance of 205.29 feet; thence, tangent to said curve, South 43° 20' 35" East 266.88 feet to the beginning of a tangent curve, concave northerly, having a radius of 100.00 feet; thence southerly, easterly and northerly along said curve, through a central angle of 67° 57' 50", an arc distance of 118.62 feet; thence, tangent to said curve, North 68° 41' 35" East 57.22 to a point in that certain course in the boundary of the land described in said Purchase Parcel 4-B, recited above as "North 61° 09' 52" West 263.73 feet", distant thereon South 61° 09' 52" East 16.51 feet from the northwesterly terminus of said recited course.

The sidelines of said strip of land 20.00 feet wide are to be prolonged or shortened so as to terminate northeasterly in said certain course recited above as "North 61° 09' 52" West 263.73 feet".

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Together with all riparian rights to the waters in the watershed of the Santa Margarita River, Temecula Creek, Murrieta Creek and their tributaries that may belong to or be appurtenant to the above-described lands, reserving to the retained lands of grantor all riparian rights to the waters in the watershed of the Santa Margarita River, Temecula Creek, Murrieta Creek and their tributaries that may belong to or be appurtenant to said retained lands. It is the intention of grantor to convey hereby all water rights and privileges which pertain to the above-described lands, and to reserve hereby all water rights and privileges which pertain to the retained lands of grantor. Grantee shall have no right to develop, pump, extract or divert by either conduits, canals, pumping plants or other devices, local water, including water from the Santa Margarita River, Temecula Creek, Murrieta Creek and their tributaries and all percolating water except for "domestic purposes" as that term is from time to time defined by the rules of the Metropolitan Water District of Southern California.

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

RECORDING REQUESTED BY

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AND WHEN RECORDED MAIL TO

Name / Street Address / City & State:
SYCAMORE SPRINGS RANCHES, LTD.
c/o Mr. Roy Doumani
The Alison Company, Suite 2200
1900 Avenue of the Stars
Los Angeles, California 90067

RECEIVED FOR RECORD
JUL 15 1970
AT 9:00 O'CLOCK A.M.
Address changed per
TITLE INS. & TRUST CO.
Recorded in Official Records
of Riverside County, California
Wm. Dalzell Recorder
FEES $ 11.60

11.60

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name / Street Address / City & State:
SAME AS ABOVE

DOCUMENTARY TRANSFER TAX $ -0-

RFB — Santa Rosa Ranches
SIGNED / PARTY OR AGENT — FIRM NAME

X COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
..... COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.

Grant Deed

TO 405.1 CA (9-68) THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SANTA ROSA RANCHES, a partnership composed of Kaiser Aetna, a partnership; Temecula Properties, Inc., a corporation; and Kaiser Rancho California, Inc., a corporation
hereby GRANT(S) to SYCAMORE SPRINGS RANCHES, LTD., a limited partnership

the following described real property in the
County of Riverside, State of California: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

SUBJECT TO: (1) Non-delinquent installments of real property taxes and assessments.
(2) Covenants, conditions, restrictions, rights of way and easements of record or apparent.

This deed is executed, delivered and accepted in lieu of and in correction of that certain Deed dated June 6, 1970, between the Parties hereto; recorded June 18, 1970, as Instrument No. 57997, Official Records, in which said Deed the property sought to be conveyed was erroneously described.

ACCEPTED AND APPROVED BY:

SYCAMORE SPRINGS RANCHES, LTD.,
a limited partnership
By _____
Roy Doumani, General Partner

Dated June 29, 1970

SANTA ROSA RANCHES, a partnership
By: _____
By: _____
Its Authorized Agents

LEGAL APPROVAL

STATE OF CALIFORNIA }
COUNTY OF _____ } SS.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____

_____ known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.
WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

5

TO 445 C
(Agent of Partnership)

STATE OF CALIFORNIA
COUNTY OF Orange } SS.

On July 13, 1970, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard F. Boultinghouse & Justus C. Gilfillan known to me to be the agent of the partnership that executed the within instrument and acknowledged to me that they executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal.

Signature Carol L. Rimmer

Carol L. Rimmer
Name (Typed or Printed)

OFFICIAL SEAL
CAROL L. RIMMER
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Aug. 19, 1973

(This area for official notarial seal)

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STAPLE HERE

TO 445 C
(Agent of Partnership)

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On July 7, 1970, before me, the undersigned, a Notary Public in and for said state, personally appeared Roy Doumant known to me to be the agent of the partnership that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal.

Signature Steve C. Hopkins

Steve C. Hopkins
Name (Typed or Printed)

OFFICIAL SEAL
STEVE C. HOPKINS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires August 20, 1972

(This area for official notarial seal)

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STAPLE HERE

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ROADWAY ACCESS EASEMENTS

Easements for Roadway and Public Utility purposes to be used in common with others, in and over those portions of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

(i) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Commencing at the easterly terminus of that certain course in the southerly boundary of Parcel 6 as shown on map filed in Book 54, Page 20 of Record of Surveys, shown on said map as having a bearing of North 84° 30' 23" East and a length of 1935.00 feet; thence, along said course, South 84° 30' 23" West 1935.00 feet to the most westerly corner of said Parcel 6; thence South 29° 58' 49" East 22,638.396 feet to the southwesterly corner of Parcel 65 as shown on Parcel Map filed in Book 2, Pages 42 to 68 inclusive of Parcel Maps, in the office of the County Recorder of said County of Riverside; thence, along the centerline of those certain strips of land delineated on said map and designated thereon as De Luz Road, Via Vaquero Road and Avenida Del Oro, North 07° 10' 44" West 545.00 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northerly and northeasterly along said curve, through a central angle of 44° 36' 24", an arc distance of 428.19 feet; thence, tangent to said curve, North 37° 25' 40" East 285.87 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 19° 35' 56", an arc distance of 188.14 feet; thence, tangent to said curve, North 17° 49' 44" East 395.66 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 600.00 feet; thence northeasterly along said curve, through a central angle of 28° 45' 17", an arc distance of 301.12 feet; thence, tangent to said curve, North 46° 35' 01" East 476.71 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 700.00 feet; thence northeasterly along said curve, through a central angle of 25° 10' 38", an arc distance of 307.60 feet; thence, tangent to said curve, North 71° 45' 39" East 1401.00 feet to the beginning of a tangent curve, concave southerly, having a radius of 730.00 feet; thence easterly along said curve, through a central angle of 53° 30' 28", an arc distance of 681.74 feet; thence, tangent to said curve, South 54° 43' 53" East 949.42 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 900.00 feet; thence southeasterly along said curve, through a central angle of 22° 12' 07", an arc distance of 348.75 feet; thence, tangent to said curve, South 32° 31' 46" East 331.63 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 600.00 feet; thence southeasterly and easterly along said curve, through a central angle of 79° 11' 47", an arc

EXHIBIT "A"

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distance of 829.34 feet to the TRUE POINT OF BEGINNING; thence South 21° 43' 33" East 168.60 feet to the beginning of a tangent curve, concave westerly, having a radius of 570.00 feet; thence southerly along said curve, through a central angle of 29° 46' 45", an arc distance of 296.25 feet; thence, tangent to said curve, South 08° 03' 12" West 1271.66 feet; thence South 86° 35' 27" East 783.00 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 300.00 feet; thence southeasterly along said curve, through a central angle of 39° 34' 48", an arc distance of 207.24 feet; thence, tangent to said curve, South 47° 00' 39" East 167.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 950.00 feet; thence southeasterly along said curve, through a central angle of 16° 44' 30", an arc distance of 277.59 feet; thence, tangent to said curve, South 63° 45' 09" East 87.89 feet to the beginning of a tangent curve, concave northerly, having a radius of 670.00 feet; thence easterly along said curve, through a central angle of 59° 51' 03", an arc distance of 699.88 feet; thence, tangent to said curve, North 56° 23' 48" East 1140.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 550.00 feet; thence easterly along said curve, through a central angle of 63° 09' 19", an arc distance of 606.25 feet; thence, tangent to said curve, South 60° 26' 53" East 572.82 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 36° 42' 58", an arc distance of 512.65 feet; thence, tangent to said curve, South 23° 43' 55" East 904.83 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 550.00 feet; thence southeasterly along said curve, through a central angle of 63° 35' 30", an arc distance of 610.44 feet; thence, tangent to said curve, South 87° 19' 25" East 342.38 feet to the beginning of a tangent curve, concave southerly, having a radius of 3760.00 feet; thence easterly along said curve, through a central angle of 03° 00' 35", an arc distance of 197.51 feet; thence, tangent to said curve, South 84° 18' 50" East 541.22 feet to the beginning of a tangent curve, concave northerly, having a radius of 1500.00 feet; thence easterly along said curve, through a central angle of 28° 32' 28", an arc distance of 747.20 feet; thence, tangent to said curve, North 67° 08' 42" East 426.02 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 375.00 feet; thence northeasterly along said curve, through a central angle of 60° 36' 46", an arc distance of 396.71 feet; thence tangent to said curve, North 06° 31' 56" East 158.26 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 25° 51' 03", an arc distance of 248.15 feet to the most easterly corner of Parcel 108 as shown on said Parcel Map; thence continuing northeasterly along said curve, through a central angle of 44° 17' 44", an arc distance of 425.21 feet; thence, tangent to said curve, North 76° 40' 43" East 1142.48 feet to the beginning of a tangent curve, concave southerly, having a radius of 1050.00 feet; thence easterly along said curve, through a central angle of 27° 21' 27", an arc distance of 501.35 feet; thence, tangent to said curve, South 75° 57' 50" East 846.68 feet to Point "A"; thence continuing South 75° 57' 50" East 1401.86 feet to Point "B".

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The sidelines of said strip of land are to be prolonged or shortened so as to terminate easterly in a line, having a bearing of North 34° 29' 42" West, that passes through said Point "B".

(ii) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "A" as described in Roadway Access Easement (i) above; thence South 14° 02' 10" West 1238.45 feet to the beginning of a tangent curve, concave easterly, having a radius of 1500.00 feet; thence southerly along said curve, through a central angle of 17° 48' 41", an arc distance of 466.30 feet; thence, tangent to said curve, South 03° 46' 31" East 698.33 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 700.00 feet; thence southerly and southwesterly along said curve, through a central angle of 61° 32' 56", an arc distance of 751.96 feet; thence, tangent to said curve, South 57° 46' 25" West 761.14 feet; thence South 32° 13' 35" East 734.06 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 600.00 feet; thence southeasterly and southerly along said curve, through a central angle of 35° 49' 30", an arc distance of 375.16 feet; thence, tangent to said curve, South 03° 35' 55" West 202.85 feet to the beginning of a tangent curve, concave easterly, having a radius of 800.00 feet; thence southerly along said curve, through a central angle of 11° 17' 41", an arc distance of 157.71 feet; thence, tangent to said curve, South 07° 41' 46" East 339.27 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 20° 05' 01", an arc distance of 280.42 feet; thence, tangent to said curve, South 27° 46' 47" East 222.74 feet to Point "C"; thence continuing South 27° 46' 47" East 92.94 feet.

(iii) A strip of land 60.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "C" as described in Roadway Access Easement (ii) above; thence North 62° 13' 13" East 431.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 425.00 feet; thence northeasterly along said curve, through a central angle of 23° 33' 38", an arc distance of 174.76 feet; thence, tangent to said curve, North 38° 39' 35" East 226.16 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 575.00 feet; thence northeasterly along said curve, through a central angle of 26° 07' 40", an arc distance of 262.21 feet; thence, tangent to said curve, North 64° 47' 15" East 895.51 feet to the beginning of a tangent curve, concave southerly, having a radius of 700.00 feet; thence easterly along said curve, through a central angle of 46° 02' 28", an arc distance of 562.50 feet; thence, tangent to said curve,

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South 69° 10' 17" East 96.85 feet to Point "D".

(iv) Beginning at Point "D" as described in Roadway Access Easement (iii) above; thence South 20° 49' 43" West 30.00 feet; thence South 69° 10' 17" East 97.88 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 45.00 feet; thence easterly, northerly and westerly along said curve, through a central angle of 202° 56' 10", an arc distance of 159.39 feet; thence, tangent to said curve, South 87° 53' 33" West 50.00 feet to the beginning of a tangent curve, concave northerly, having a radius of 88.00 feet; thence westerly along said curve, through a central angle of 22° 56' 10", an arc distance of 35.23 feet; thence South 20° 49' 43" West 30.00 feet to the point of beginning.

PURCHASE PARCEL 5-A

That portion of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

Commencing at Point "C" as described in Roadway Access Easement (ii) above; thence North 62° 13' 13" East 431.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 425.00 feet; thence northeasterly along said curve, through a central angle of 23° 33' 38", an arc distance of 174.76 feet; thence, tangent to said curve, North 38° 39' 35" East 226.16 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 575.00 feet; thence northeasterly along said curve, through a central angle of 26° 07' 40", an arc distance of 262.21 feet; thence, tangent to said curve, North 64° 47' 15" East 895.51 feet to the beginning of a tangent curve, concave southerly, having a radius of 700.00 feet; thence easterly along said curve, through a central angle of 35° 24' 23", an arc distance of 432.57 feet to the TRUE POINT OF BEGINNING; thence continuing easterly along said curve, through a central angle of 10° 38' 05", an arc distance of 129.93 feet; thence, tangent to said curve, South 69° 10' 17" East 194.73 feet; thence North 20° 49' 43" East 15.00 feet; thence South 72° 08' 25" East 2153.73 feet; thence South 08° 04' 21" East 845.00 feet; thence South 70° 36' 11" West 502.46 feet; thence North 85° 41' 11" West 1395.96 feet; thence South 82° 56' 00" West 289.58 feet; thence North 45° 07' 14" West 624.51 feet; thence North 05° 16' 37" East 1249.19 feet to the TRUE POINT OF BEGINNING.

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PURCHASE PARCEL 5-A above described contains 73.475 acres in gross.

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

(a) That certain strip of land 60.00 feet wide described in Roadway Access Easement (iii) above. EXCEPT THEREFROM any portion thereof not included within Purchase Parcel 5-A above described.

(b) That certain land described in Roadway Access Easement (iv) above. EXCEPT THEREFROM any portion thereof not included within Purchase Parcel 5-A above described.

Also reserving unto Grantor, its successors and assigns, slope easements adjoining the easterly boundary thereof, at a ratio of 2:1 as required by governmental agencies, to be appurtenant to the lands of Grantor as described in a deed from Vail Company to Rancho California, dated November 25, 1964, recorded December 4, 1964, in Book 3868, Page 233, Official Records of Riverside County, California, for the purpose of future construction of a highway or freeway adjacent to the easterly boundary of the land described in said Purchase Parcel 5-A, together with the right to dedicate said easements for said purpose.

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ROADWAY ACCESS EASEMENTS

Easements for Roadway and Public Utility purposes to be used in common with others, in and over those portions of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

(i) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Commencing at the easterly terminus of that certain course in the southerly boundary of Parcel 6 as shown on map filed in Book 54, Page 20 of Record of Surveys, shown on said map as having a bearing of North 84° 30' 23" East and a length of 1935.00 feet; thence, along said course, South 84° 30' 23" West 1935.00 feet to the most westerly corner of said Parcel 6; thence South 29° 58' 49" East 22,638.396 feet to the southwesterly corner of Parcel 65 as shown on Parcel Map filed in Book 2, Pages 42 to 68 inclusive of Parcel Maps, in the office of the County Recorder of said County of Riverside; thence, along the centerline of those certain strips of land delineated on said map and designated thereon as De Luz Road, Via Vaquero Road and Avenida Del Oro, North 07° 10' 44" West 545.00 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northerly and northeasterly along said curve, through a central angle of 44° 36' 24", an arc distance of 428.19 feet; thence, tangent to said curve, North 37° 25' 40" East 285.87 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 19° 35' 56", an arc distance of 188.14 feet; thence, tangent to said curve, North 17° 49' 44" East 395.66 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 600.00 feet; thence northeasterly along said curve, through a central angle of 28° 45' 17", an arc distance of 301.12 feet; thence, tangent to said curve, North 46° 35' 01" East 476.71 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 700.00 feet; thence northeasterly along said curve, through a central angle of 25° 10' 38", an arc distance of 307.60 feet; thence, tangent to said curve, North 71° 45' 39" East 1401.00 feet to the beginning of a tangent curve, concave southerly, having a radius of 730.00 feet; thence easterly along said curve, through a central angle of 53° 30' 28", an arc distance of 681.74 feet; thence, tangent to said curve, South 54° 43' 53" East 949.42 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 900.00 feet; thence southeasterly along said curve, through a central angle of 22° 12' 07", an arc distance of 348.75 feet; thence, tangent to said curve, South 32° 31' 46" East 331.63 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 600.00 feet; thence southeasterly and easterly along said curve, through a central angle of 79° 11' 47", an arc

distance of 829.34 feet to the TRUE POINT OF BEGINNING; thence South 21° 43' 33" East 168.60 feet to the beginning of a tangent curve, concave westerly, having a radius of 570.00 feet; thence southerly along said curve, through a central angle of 29° 46' 45", an arc distance of 296.25 feet; thence, tangent to said curve, South 08° 03' 12" West 1271.66 feet; thence South 86° 35' 27" East 783.00 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 300.00 feet; thence southeasterly along said curve, through a central angle of 39° 34' 48", an arc distance of 207.24 feet; thence, tangent to said curve, South 47° 00' 39" East 167.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 950.00 feet; thence southeasterly along said curve, through a central angle of 16° 44' 30", an arc distance of 277.59 feet; thence, tangent to said curve, South 63° 45' 09" East 87.89 feet to the beginning of a tangent curve, concave northerly, having a radius of 670.00 feet; thence easterly along said curve, through a central angle of 59° 51' 03", an arc distance of 699.88 feet; thence, tangent to said curve, North 56° 23' 48" East 1140.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 550.00 feet; thence easterly along said curve, through a central angle of 63° 09' 19", an arc distance of 606.25 feet; thence, tangent to said curve, South 60° 26' 53" East 572.82 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 36° 42' 58", an arc distance of 512.65 feet; thence, tangent to said curve, South 23° 43' 55" East 904.83 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 550.00 feet; thence southeasterly along said curve, through a central angle of 63° 35' 30", an arc distance of 610.44 feet; thence, tangent to said curve, South 87° 19' 25" East 342.38 feet to the beginning of a tangent curve, concave southerly, having a radius of 3760.00 feet; thence easterly along said curve, through a central angle of 03° 00' 35", an arc distance of 197.51 feet; thence, tangent to said curve, South 84° 18' 50" East 541.22 feet to the beginning of a tangent curve, concave northerly, having a radius of 1500.00 feet; thence easterly along said curve, through a central angle of 28° 32' 28", an arc distance of 747.20 feet; thence, tangent to said curve, North 67° 08' 42" East 426.02 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 375.00 feet; thence northeasterly along said curve, through a central angle of 60° 36' 46", an arc distance of 396.71 feet; thence tangent to said curve, North 06° 31' 56" East 158.26 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 25° 51' 03", an arc distance of 248.15 feet to the most easterly corner of Parcel 108 as shown on said Parcel Map; thence continuing northeasterly along said curve, through a central angle of 44° 17' 44", an arc distance of 425.21 feet; thence, tangent to said curve, North 76° 40' 43" East 1142.48 feet to the beginning of a tangent curve, concave southerly, having a radius of 1050.00 feet; thence easterly along said curve, through a central angle of 27° 21' 27", an arc distance of 501.35 feet; thence, tangent to said curve, South 75° 57' 50" East 846.68 feet to Point "A"; thence continuing South 75° 57' 50" East 1401.86 feet to Point "B".

The sidelines of said strip of land are to be prolonged or shortened so as to terminate easterly in a line, having a bearing of North 34° 29' 42" West, that passes through said Point "B".

(ii) A strip of land 88.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "A" as described in Roadway Access Easement (i) above; thence South 14° 02' 10" West 1238.45 feet to the beginning of a tangent curve, concave easterly, having a radius of 1500.00 feet; thence southerly along said curve, through a central angle of 17° 48' 41", an arc distance of 466.30 feet; thence, tangent to said curve, South 03° 46' 31" East 698.33 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 700.00 feet; thence southerly and southwesterly along said curve, through a central angle of 61° 32' 56", an arc distance of 751.96 feet; thence, tangent to said curve, South 57° 46' 25" West 761.14 feet; thence South 32° 13' 35" East 734.06 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 600.00 feet; thence southeasterly and southerly along said curve, through a central angle of 35° 49' 30", an arc distance of 375.16 feet; thence, tangent to said curve, South 03° 35' 55" West 202.85 feet to the beginning of a tangent curve, concave easterly, having a radius of 800.00 feet; thence southerly along said curve, through a central angle of 11° 17' 41", an arc distance of 157.71 feet; thence, tangent to said curve, South 07° 41' 46" East 339.27 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 800.00 feet; thence southeasterly along said curve, through a central angle of 20° 05' 01", an arc distance of 280.42 feet; thence, tangent to said curve, South 27° 46' 47" East 222.74 feet to Point "C"; thence continuing South 27° 46' 47" East 92.94 feet.

(iii) A strip of land 60.00 feet wide, the centerline of said strip of land being described as follows:

Beginning at Point "C" as described in Roadway Access Easement (ii) above; thence North 62° 13' 13" East 431.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 425.00 feet; thence northeasterly along said curve, through a central angle of 23° 33' 38", an arc distance of 174.76 feet; thence, tangent to said curve, North 38° 39' 35" East 226.16 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 575.00 feet; thence northeasterly along said curve, through a central angle of 26° 07' 40", an arc distance of 262.21 feet; thence, tangent to said curve, North 64° 47' 15" East 895.51 feet to the beginning of a tangent curve, concave southerly, having a radius of 700.00 feet; thence easterly along said curve, through a central angle of 46° 02' 28", an arc distance of 562.50 feet; thence, tangent to said curve,

South 69° 10' 17" East 96.85 feet to Point "D".

(iv) Beginning at Point "D" as described in Roadway Access Easement (iii) above; thence South 20° 49' 43" West 30.00 feet; thence South 69° 10' 17" East 97.88 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 45.00 feet; thence easterly, northerly and westerly along said curve, through a central angle of 202° 56' 10", an arc distance of 159.39 feet; thence, tangent to said curve, South 87° 53' 33" West 50.00 feet to the beginning of a tangent curve, concave northerly, having a radius of 88.00 feet; thence westerly along said curve, through a central angle of 22° 56' 10", an arc distance of 35.23 feet; thence South 20° 49' 43" West 30.00 feet to the point of beginning.

PURCHASE PARCEL 5-B

That portion of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

Beginning at Point "C" as described in Roadway Access Easement (ii) above; thence North 62° 13' 13" East 431.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 425.00 feet; thence northeasterly along said curve, through a central angle of 23° 33' 38", an arc distance of 174.76 feet; thence, tangent to said curve, North 38° 39' 35" East 226.16 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 575.00 feet; thence northeasterly along said curve, through a central angle of 26° 07' 40", an arc distance of 262.21 feet; thence, tangent to said curve, North 64° 47' 15" East 895.51 feet to the beginning of a tangent curve, concave southerly, having a radius of 700.00 feet; thence easterly along said curve, through a central angle of 30° 29' 22", an arc distance of 372.50 feet to the TRUE POINT OF BEGINNING; thence continuing easterly along said curve, through a central angle of 04° 55' 01", an arc distance of 60.07 feet; thence South 05° 16' 37" West 1249.19 feet; thence South 45° 07' 14" East 624.51 feet; thence North 82° 56' 00" East 289.58 feet; thence South 85° 41' 11" East 1395.96 feet; thence North 70° 36' 11" East 502.46 feet; thence South 08° 04' 21" East 960.00 feet; thence South 73° 18' 31" West 2435.58 feet; thence North 76° 14' 39" West 798.74 feet; thence North 28° 50' 08" East 1544.77 feet; thence North 45° 07' 14" West 605.78 feet; thence North 05° 16' 37" East 1280.00 feet to the TRUE POINT OF BEGINNING.

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PURCHASE PARCEL 5-B above described contains 79.788 acres in gross.

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

That certain strip of land 60.00 feet wide described in Roadway Access Easement (iii) above. EXCEPT THEREFROM any portion thereof not included within Purchase Parcel 5-B above described.

Also reserving unto Grantor, its successors and assigns, slope easements adjoining the easterly boundary thereof, at a ratio of 2:1 as required by governmental agencies, to be appurtenant to the lands of Grantor as described in a deed from Vail Company to Rancho California, dated November 25, 1964, recorded December 4, 1964, in Book 3868, Page 233, Official Records of Riverside County, California, for the purpose of future construction of a highway or freeway adjacent to the easterly boundary of the land described in said Purchase Parcel 5-B, together with the right to dedicate said easements for said purpose.

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Together with all riparian rights to the waters in the watershed of the Santa Margarita River, Temecula Creek, Murrieta Creek and their tributaries that may belong to or be appurtenant to the above-described lands, reserving to the retained lands of grantor all riparian rights to the waters in the watershed of the Santa Margarita River, Temecula Creek, Murrieta Creek and their tributaries that may belong to or be appurtenant to said retained lands. It is the intention of grantor to convey hereby all water rights and privileges which pertain to the above-described lands, and to reserve hereby all water rights and privileges which pertain to the retained lands of grantor. Grantee shall have no right to develop, pump, extract or divert by either conduits, canals, pumping plants or other devices, local water, including water from the Santa Margarita River, Temecula Creek, Murrieta Creek and their tributaries and all percolating water except for "domestic purposes" as that term is from time to time defined by the rules of the Metropolitan Water District of Southern California.

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

WHEN RECORDED RETURN TO:
Santa Rosa Ranches
4320 Campus Drive
Post Office Box 1535
Newport Beach, California 92663

105777

RECEIVED FOR RECORD
OCT 20 1970
12 Min. Past 12 O'Clock M
At Request of
Recorded in Official Records of Riverside County, California
W. M. Vaught
County Recorder
FEE $ 1.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(DE LUZ RANCHOS)

THIS DECLARATION, made on the date hereinafter set forth by SANTA ROSA RANCHES, a partnership composed of Temecula Properties, Inc., a California corporation, Kaiser Rancho California, Inc., a California corporation, and Kaiser-Aetna, a partnership, as partners, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in an unincorporated area in the County of Riverside, State of California, which is more particularly described as:

Parcels 1-111, both inclusive, Parcel Map 20-1, as per Map thereof recorded in Book 2, Pages 42-68, inclusive, of Parcel Maps in the Office of the County Recorder of Riverside County, State of California.

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or

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any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to De Luz Ranchos Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area", if any, shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, if any, and Lot 111 of Parcel Maps 20-1 referred to herein.

Section 6. "Declarant" shall mean and refer to Santa Rosa Ranches, a partnership composed of Temecula Properties, Inc., a California corporation, Kaiser Rancho California, Inc., a California corporation, and Kaiser-Aetna, a partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from

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the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family,

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his tenants or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be a personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively (i) to maintain easements for roadway purposes, including adjoining slope easements and bridle paths within the Properties; and (ii) to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, if any

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Ten Dollars ($10.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than three per cent (3%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above three per cent (3%) by the vote or written consent of fifty-one per cent (51%) of the members other than Declarant.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction,

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reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of fifty-one per cent (51%) of each class of members other than Declarant.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Any action authorized under Section 3 or Section 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. If the purposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite fifty-one per cent (51%) of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the sale of the first Lot; provided, however, annual assessments as to each Owner shall be prorated to the date of conveyance of letter to the Owner and no Owner shall be liable for any portion of an annual assessment accruing prior to said date. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the

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annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten per cent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local Public Authority and all properties owned by a charitable or non-profit organization

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exempt from taxation by the laws of the State of California shall be exempt from assessments created herein.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Composition of the Committee. There shall be established a five (5) member Architectural Control Committee (hereinafter referred to as the "Committee"). The initial five (5) members of the Committee are Justus C. Gilfillan, Douglas V. Kulberg, Gregory L. Butcher, Roger Hall, and Michael A. Graziano, whose business address is Rancho California, 4320 Campus Drive, Newport Beach, California. The majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the area of the Property shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to restore to said Committee any of its powers and duties; provided, however, no such change in membership or in the powers of the Committee shall be effective without the prior written approval of Declarant thereto, so long as Declarant owns more than ten per cent (10%) of the Lots.

Section 2. Committee Approval. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated

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representative fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and such plans and specifications shall be deemed approved as submitted.

No building or other improvement shall be erected, placed or altered on any parcel until the construction plans and specifications drawn by a duly licensed engineer or architect and a plan showing the location of the building or improvement on the parcel have been approved by the Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, location, enhancement or detraction from the value of surrounding parcels and general aesthetic appearance. Notwithstanding the foregoing, Declarant and its successors and assigns shall not be subject to architectural control of the Committee in its construction of improvements within the Property.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order

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shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

(b) Additional land within the area described in Exhibit A attached hereto and made a part hereof may be annexed by the Declarant without the consent of members within three (3) years of the date of this Instrument.

(c) Such annexation shall be effective upon the recording of a Notice of Annexation of Territory containing the provisions set forth in sub-sections (d) and (e) of this Section 4. Thereupon, the covenants contained in this Declaration shall apply to the annexed land in the same manner as if it were originally covered by this Declaration; and thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the annexed land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners of Lots

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within the annexed land shall be the same as in the case of the original land.

(d) The Notice of Annexation of Territory referred to in sub-section (c) of this Section 4 shall contain the following provisions:

(i) A reference to this Declaration, which reference shall state the date of recording hereof and the Instrument Number of this Declaration as recorded;

(ii) A statement that the provisions of this Declaration shall apply to the annexed territory in

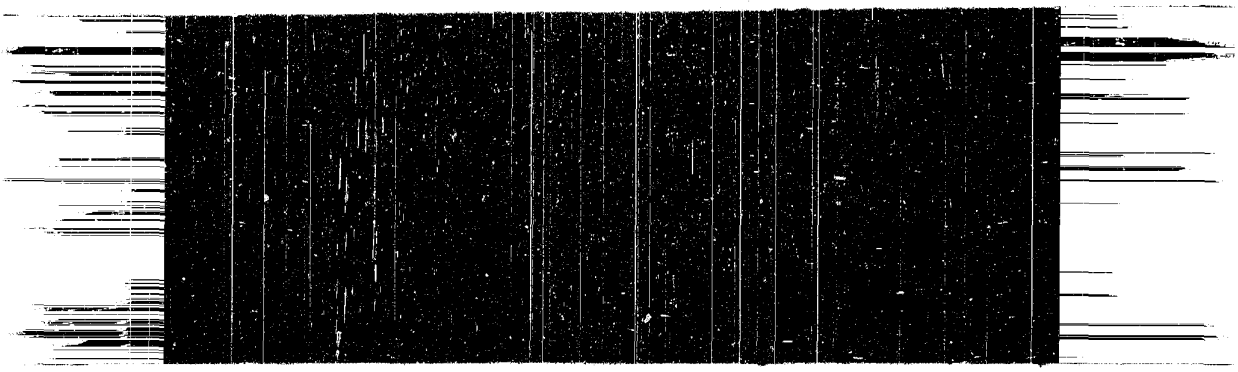
the manner set forth in sub-section (c) of this Section 4.

(e) The Notice of Annexation of Territory referred to in sub-section (d) of this Section 4, with respect to all or any portion of the Properties described in such Notice of Annexation of Territory, may provide for all or any of the following:

(i) New land uses not provided for in this Declaration and such additional covenants, conditions and restrictions with respect to the use thereof as Declarant may deem to be proper for the development of such annexed property;

(ii) With respect to land uses provided for in this Declaration, such additional or different covenants, conditions and restrictions with respect to the use thereof as Declarant may deem to be appropriate for the development of such annexed property;

(iii) In the event that any new land is to be used for any purpose other than a type similar to that with respect to the Properties subject to this



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Declaration, no such land shall be added hereto without the consent of two-thirds (2/3) of the members.

ARTICLE VII

REGULATION OF IMPROVEMENTS

Section 1. Minimum Setback Line

(a) General. No structure of any kind, and no part thereof, shall be placed on any parcel closer to the property line than herein provided. The following structures and

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(1) Pole lines;

(2) Underground pipe lines;

(3) Conduits;

(4) Ditches;

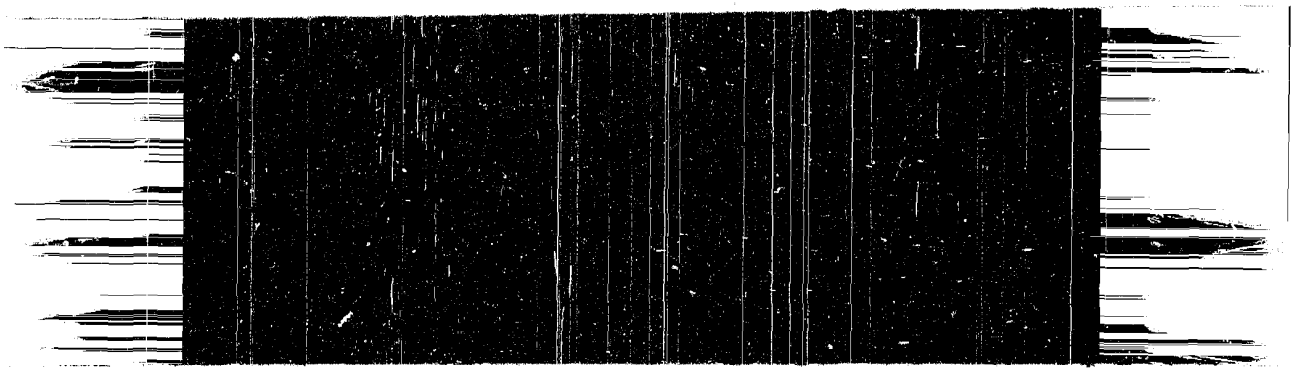
(5) Water works facilities for the production and distribution of water primarily for irrigation purposes;

(6) Fences;

(7) Streets and alleys.

(b) Front Yard Setback. The setback line is established twenty (20) feet from the front property line except that no structure or improvements except those listed in Section 1 (a) (1) through (7) shall be erected nearer than a minimum of twenty-five (25) feet from the point of intersection of any two (2) streets or highway lines.

(c) Side Yard Setback. The setback line is established at a minimum of ten (10) feet from said property line.



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

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Section 2. Completion of Construction. After commencement of construction of any structure or improvement, the work thereon shall be diligently prosecuted to the end that the

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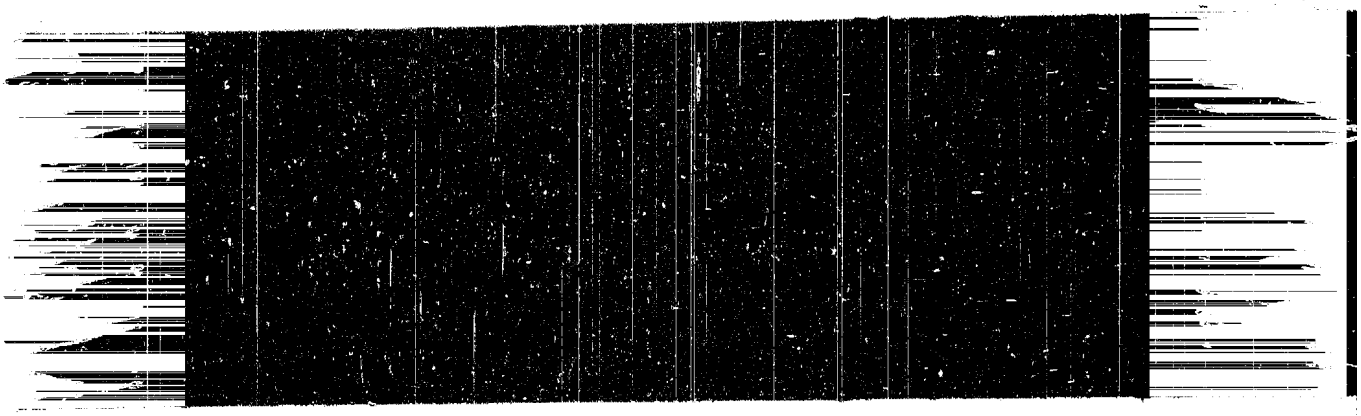
Section 3. Fencing. All parcels on which animals are present shall be adequately fenced so as to keep said animals on that parcel and protect the crops and property on other parcels. All fencing must be primarily wood and approved by the Architectural Control Committee.

Section 4. Excavation. Exposed openings resulting from any excavation made in connection with construction of improvements shall be backfilled and disturbed ground shall be leveled.

Section 5. Signs.

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

(i) those identifying the name, business and products of the person or firm occupying the premises; provided, all such signs shall only be of such size, design, color and location as are specifically approved by the Architectural Control Committee referred to in Article V in writing. In the event that the Architectural Control Committee adopts standards for signs or standard



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form signs, all signs must conform to such standards or standard forms. All existing signs which do not conform to such standards or standard forms shall no longer be permitted and shall be promptly removed.

(ii) those offering the premises for

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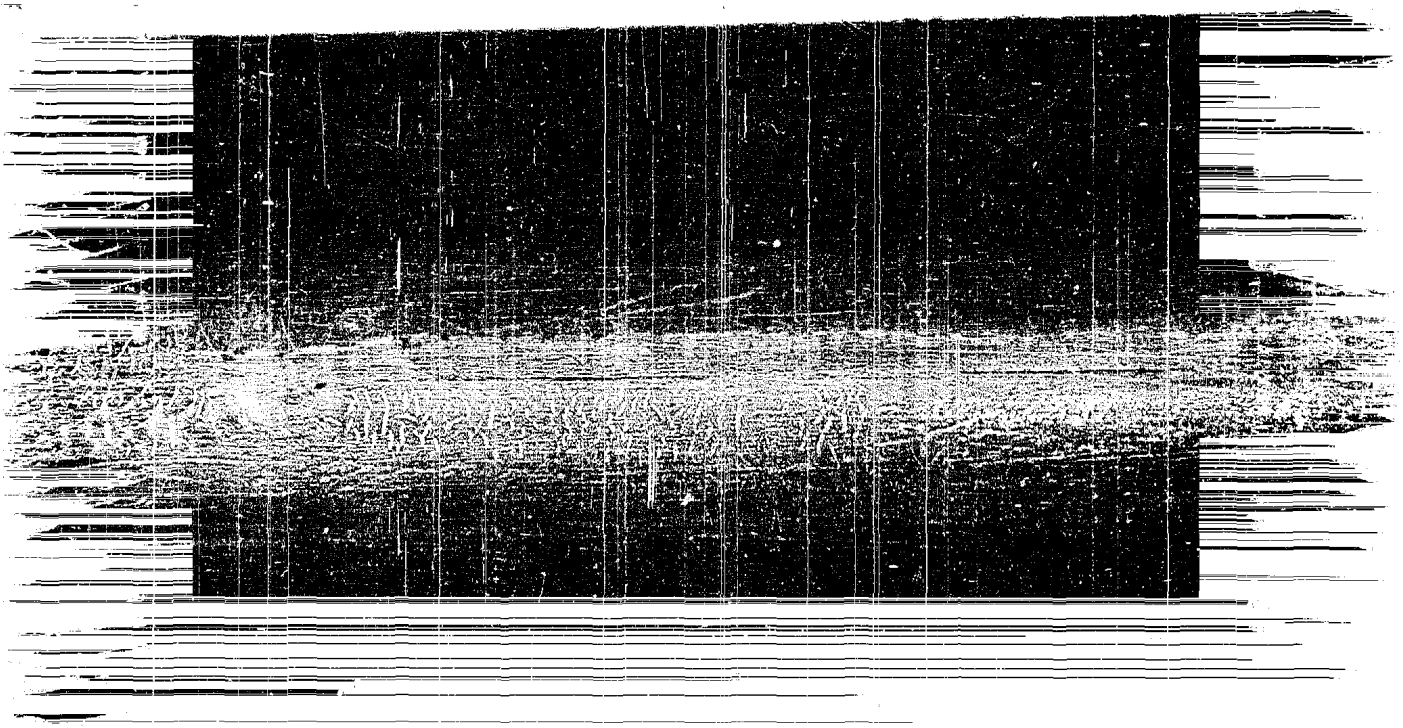
and roadways, be installed at the sole cost of the Owner, lessee or occupant of any portion of the Properties upon which such street, alleys and roadways are to be located.

Section 6. Building Regulations. Any building or structure of whatever type shall be properly maintained. No building or other structure shall be built or erected unless the building or other structure is of a quality usual and customary for that type of building or structure and of good quality and design, and has been previously approved by the Architectural Control Committee. No primary building of less than twelve hundred (1,200) square feet exclusive of garage shall be constructed on any parcel. All roofing material on any building or structure shall be shake, shingle or tile only.

Section 7. Maintenance and Storage.

(a) All parcels shall be properly maintained. Rubbish and debris shall be promptly removed.

(b) No materials, supplies, trailers or equipment, including inoperable motor vehicles, shall



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be stored in any area on a parcel except inside a closed building, or behind a visual barrier screening such areas from the view of travelled ways and public streets.

Section 8. Preservation of Trees. No trees now or hereafter located on any portion of the Properties shall be removed, cut down or in any way damaged or destroyed without the prior written approval of the Architectural Control Committee referred to in Article V except this Article shall not apply to trees planted for commercial purposes.

ARTICLE VIII

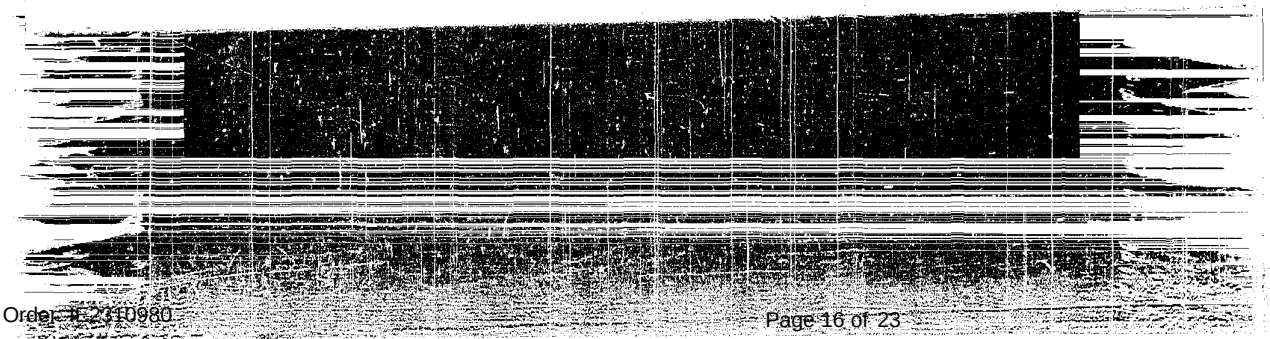
REGULATION OF OPERATIONS AND USES

Section 1. Permitted Operations and Uses. Unless otherwise specifically prohibited herein, any agricultural operation and use will be permitted if it is performed or carried out so as not to cause or produce a nuisance to adjacent parcels.

Section 2. Prohibited Operations and Uses. The following operations and uses are prohibited:

(a) Heavy industrial or manufacturing, but nothing contained herein shall prohibit the drying, packing canning, freezing and other acceptable methods of processing fruits, nuts, vegetables and other agricultural products on any parcel where such drying, packing, canning, freezing or processing is primarily in conjunction with the agricultural operation on that parcel or other light industrial or manufacturing use; provided, however, any permanent structure or other structure so used shall be at least twenty (20) feet from the property lines of the parcel.

(b) Junk yards or dumps.



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

(d) Drilling for and/or the removal of water, except by Declarant or a public water agency; provided, however, until such time as a public water agency has commenced service to the Properties, any owner may drill and maintain a well on his property for domestic or non-commercial agricultural use.

(e) Distillation of bones.

(f) Fat rendering.

(g) Stockyard or slaughter of animals, except those animals produced on the parcel.

(h) Grange halls.

(i) Farm labor camps.

(j) Community auctions and sales yards.

(k) Menageries, alligator, chinchilla, mink, ostrich or fox farms.

(l) Commercial poultry raising.

(m) Dairies and dairy purposes.

(n) Commercial raising of pigs, sheep goats, or any other animal.

(o) Trailer or mobile homes parks or courts. Further, no trailer or mobile home shall be permitted on any lot unless such mobile home or unit (i) contains a floor area of at least six hundred (600) square feet and a floor area of not more than one thousand two hundred (1,200) square feet, (ii) has shake, shingle, tile or composition roofing (but in no event metal roofing), and (iii) is entirely sided by wood or simulated wood which such requirement shall include the skirting to hide the

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wheels and undercarriage.

Section 3. Subdivision Regulations. No Owner, lessor or occupant of any portion of the Properties shall subdivide any portion of the Properties in any manner including, without limitation, the filing of subdivision maps, lot splits or sales or leases without the prior approval of applicable County and State regulatory agencies, and without the prior written approval of the Architectural Control Committee, which approval shall be requested in the manner provided for in Article V. Such approval shall not be unreasonably withheld. The Architectural Control Committee shall consider the shape and location of any and all subdivided property as to its aesthetic appearance, enhancement or detraction from the value of surrounding parcels and conformity with planned streets and highways.

Section 4. Cable Television Regulation. If at the time of occupancy of the house constructed on any Lot there is available underground community television antenna connection cable, then no outside television or radio pole or antenna shall be constructed, erected or maintained on any Lot located in such a manner as to be visible from the outside of any such building except by and with the express prior written consent of the Architectural Control Committee. Such prior written consent shall not be required in the event said television antenna cable is not available at the date of occupancy of the house constructed on the Lot. Upon written demand of the Architectural Control Committee and after availability of underground television antenna connection cable, any private antenna shall be promptly removed.

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Section 5. Reserved Easements. Declarant reserves to itself, its successors and assigns, together with the right to grant the same to others road easements for public purposes over and across those portions of the Properties included within any strips of land shown as "road easements", or similar terminology, or any subdivision map recorded on the Properties, and an easement as necessary for construction and maintenance of such slopes at a ratio of two (2) horizontal to one(1) vertical and for such drainage facilities as required to accomodate the necessary roadways.

Also reserving therefrom to Grantor, its successors and assigns, together with the right to grant all or a part of same to others, easements for the use and benefit of the several authorized public and/or other utilities including but not limited to cable television, sanitary sewers, water, gas, and electric, drainage purposes and equestrian purposes, ten (10) feet wide on each side of common lot lines and fifteen feet wide along perimeter lot lines except where such perimeter lot lines are coincident with road easement center lines in which case the reservation shall be equal to one-half (1/2) of the width of the total road easement, plus twenty (20) feet.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants, Conditions and Restrictions on this 20th day of October, 1970.

SANTA ROSA RANCHES, a partnership

LEGAL APPROVAL

By _____

By _____

Its Authorized Agents

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TO ASS C
(Agent of Partnership)

STAPLE HERE — 105777

STATE OF CALIFORNIA
COUNTY OF ORANGE } SS.

On OCTOBER 20, 1970, before me, the undersigned, a Notary Public in and for said state, personally appeared JUSTUS C. GILFILLAN & RICHARD S. BENZ known to me to be the agent of the partnership that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal.

Signature Ruth G. Evans
RUTH G. EVANS
Name (Typed or Printed)

OFFICIAL SEAL
RUTH G. EVANS
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Aug. 30, 1974

(This area for official notarial seal)

Tentative Parcel Map No. 20

105777

That portion of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

Beginning at the northeasterly corner of Parcel 91 as shown on Parcel Map filed in Book 2, Pages 42 to 68 inclusive of Parcel Maps, in the office of the County Recorder of said County of Riverside; thence, along the northerly boundary of said Parcel 91, North 86° 48' 09" West 896.40 feet to the most easterly corner of Parcel 90 as shown on said Parcel Map; thence, along the northeasterly line of said Parcel 90, North 31° 46' 14" West 1505.10 feet to the most northerly corner of said Parcel 90, being a point in a curve in the northwesterly boundary of said Parcel 90, concave southeasterly, having a radius of 470.00 feet, a radial line of said curve to said point having a bearing of North 31° 46' 14" West; thence southwesterly along said curve, through a central angle of 07° 56' 44", an arc distance of 65.18 feet to the most easterly corner of Parcel 89 as shown on said Parcel Map; thence, along the northeasterly boundary of said Parcel 89, North 39° 42' 58" West 758.52 feet and North 57° 40' 08" West 780.47 feet to the most northerly corner of said Parcel 89; thence, along the easterly line of Parcel 86 as shown on said Parcel Map, North 14° 05' 27" East 80.00 feet to the northeasterly corner of said Parcel 86; thence, along the northerly line of said Parcel 86, South 83° 44' 11" West 1722.69 feet to the northwesterly corner of said Parcel 86, being a point in that certain curve in the easterly boundary of Parcel 85 as shown on said Parcel Map, concave easterly and having a radius of 550.00 feet, a radial line of said curve to said point having a bearing of North 76° 19' 22" West; thence northeasterly along said curve, through a central angle of 05° 26' 04", an arc distance of 52.17 feet; thence, tangent to said curve, and continuing along said easterly boundary, North 19° 06' 42" East 114.14 feet to the beginning of a tangent curve in said easterly boundary, concave westerly and having a radius of 550.00 feet; thence northerly along said curve, through a central angle of 44° 05' 42", an arc distance of 423.28 feet; thence, tangent to said curve, and continuing along said easterly boundary, North 24° 59' 00" West 182.48 feet to the beginning of a tangent curve in said easterly boundary, concave easterly and having a radius of 550.00 feet; thence northerly along said curve, and the northerly continuation of said curve, through a central angle of 46° 52' 51", an arc distance of 450.02 feet; thence, tangent to said curve, North 21° 53' 51" East 160.39 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 700.00 feet; thence northeasterly along said curve, through a central angle of 11° 41' 28", an arc distance of 142.83 feet; thence, tangent to said curve, North 10° 12' 23" East 280.94 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 67° 37' 32", an arc distance of 649.16 feet; thence, tangent to

EXHIBIT "A"

RECORDER'S MEMO: Legibility of writing, Typing or Printing UNSATISFACTORY in this document when received For Record.

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having a radius of 800.00 feet; thence northeasterly along said curve, through a central angle of 27° 15' 46", an arc distance of 380.66 feet; thence, tangent to said curve, North 41° 00' 11" East 628.60 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 800.00 feet; thence northeasterly along said curve, through a central angle of 27° 27' 28", an arc distance of 383.38 feet; thence, leaving said centerline, East 3310.28 feet; thence South 2428.78 feet; thence East 150.00 feet to the point of beginning.

WEC:bmn
8/26/70

105777

That portion of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

Beginning at the northwesterly terminus of that certain course in the boundary of Parcel 57 of said Parcel Map, shown on said map as having a bearing of North 34° 06' 05" West and a length of 1159.55 feet; thence, along the boundary of said Parcel Map, South 34° 06' 05" East 1159.35 feet; thence South 13° 03' 34" West 1991.51 feet; thence South 00° 57' 46" East 1190.17 feet; thence South 44° 09' 31" East 1490.95 feet; thence South 61° 54' 19" East 44.00 feet to a point in a non-tangent curve, concave southeasterly, having a radius of 700.00 feet, a radial line of said curve to said point having a bearing of North 61° 54' 19" West; thence northeasterly along said curve, through a central angle of 54° 37' 48", an arc distance of 667.43 feet; thence, tangent to said curve, North 82° 43' 29" East 699.32 feet to the beginning of a tangent curve, concave southerly, having a radius of 1500.00 feet; thence easterly along said curve, through a central angle of 15° 26' 51", an arc distance of 404.41 feet; thence, tangent to said curve, South 81° 49' 40" East 1258.96 feet; thence South 08° 10' 20" West 360.75 feet to the beginning of a tangent curve, concave easterly, having a radius of 800.00 feet; thence southerly along said curve, through a central angle of 32° 32' 34", an arc distance of 454.38 feet; thence, tangent to said curve, South 24° 22' 14" East 554.28 feet; thence North 65° 37' 46" East 790.00 feet; thence South 31° 45' 56" East 171.70 feet; thence North 72° 19' 08" East 1201.77 feet; thence North 83° 20' 12" East 1077.28 feet; thence North 35° 54' 35" East 716.10 feet; thence South 76° 56' 41" East 1062.46 feet; thence, leaving said boundary, East 298.00 feet; thence south 5000.00 feet; thence West 15,187.00 feet; thence North 10,422.67 feet to a point in the centerline of Roadway Access Easement (i) as described in the deed to Lawrence F. Bishop, et ux, recorded March 31, 1970 as Instrument No. 29703 in the office of the County Recorder of said County of Riverside, distant thereon North 65° 43' 23" West 80.34 feet from the southeasterly terminus of that certain course recited therein as "South 65° 43' 23" East 219.97 feet"; thence, along said centerline, South 65° 43' 23" East 80.34 feet to the beginning of a tangent curve, concave northerly, having a radius of 550.00 feet; thence easterly along said curve, through a central angle of 55° 58' 17", an arc distance of 537.28 feet; thence, tangent to said curve, North 58° 18' 20" East 711.34 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 850.00 feet; thence northerly along said curve, through a central angle of 44° 33' 55", an arc distance of 661.14 feet; thence, tangent to said curve, North 13° 44' 25" East 295.62 feet to the beginning of a tangent curve, concave southeasterly,

EXHIBIT "A"

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said curve, North 77° 49' 55" East 22.36 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 550.00 feet; thence easterly and northerly along said curve, through a central angle of 79° 21' 03", an arc distance of 761.71 feet; thence, tangent to said curve, North 01° 31' 08" West 351.00 feet to the northeasterly boundary of said Rancho; thence, along said northeasterly boundary, South 47° 19' 04" East 6731.74 feet to a point thereon which bears North 62° 15' 18" East from the point of beginning; thence South 62° 15' 18" West 1507.48 feet to the point of beginning.

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

WHEN RECORDED MAIL TO:

Kaiser Aetna
Post Office Box 1535
Newport Beach, California 92663

21823

RECEIVED FOR RECORD
MAR 4 1971
3 Min. Past 2 o'Clock P M
At Request of
TITLE INSURANCE & TRUST CO.
Recorded in Official Records
of Riverside County, California
Geo. M. Rodgers
Recorder
FEE $ 3.00

ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES

SANTA ROSA RANCHES, a partnership composed of Kaiser Aetna, a partnership, Temecula Properties, Inc., a California corporation, and Kaiser Rancho California, Inc., a California corporation, being the original Declarant under those Declarations of Covenants, Conditions and Restrictions as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, including those Amendments thereto and Notices of Addition of Territory or Notices of Deletion of Territory referred to on Exhibit "A"

DOES HEREBY ASSIGN any and all of the rights, powers and reservations of Declarant contained in those Declarations referred to on Exhibit "A" to Kaiser Aetna, a California general partnership composed of Temecula Properties, Inc., a California corporation, Kaiser Rancho California, Inc., a California corporation, Westward Properties, Inc., a California corporation, Kaiser Hawaii Kai Development Co., a Nevada corporation, and Aetna Life Insurance Company, a Connecticut corporation, as provided for under the respective section of each Declaration referred to on Exhibit "A".

DATED: March 1, 1971.

SANTA ROSA RANCHES,
a Partnership

By Michael A. Smith

By Richard J. Ivers
Its Authorized Agents

APPROVED

KAISER AETNA does hereby accept the rights, powers

21823

and reservations assigned to it herein and assumes the obligations and duties of Declarant pertaining to said rights, powers and reservations assigned.

DATED: March 1, 1971.

KAISER AETNA, a partnership

By Roger G. Galloway
VICE PRESIDENT

TO 445 C
(Agent of Partnership)

STATE OF CALIFORNIA
COUNTY OF Orange } SS.

On March 4, 1971 before me, the undersigned, a Notary Public in and for said state, personally appeared MICHAEL G. SMITH & RICHARD S. BOYLE known to me to be the agent of the partnership that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said partnership and that said partnership executed the same.

WITNESS my hand and official seal.

Signature Ruth G. Evans
RUTH G. EVANS
Name (Typed or Printed)

OFFICIAL SEAL
RUTH G. EVANS
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Aug. 30, 1974

(This area for official notarial seal)

STAPLE HERE

(Agent of the Partnership)

STATE OF CALIFORNIA)
) SS.
COUNTY OF Orange)

On March 4, 1971, before me, the undersigned, a Notary Public in and for said state, personally appeared Roger G. Galloway and _____ known to me to be the duly authorized agents of all of the partners of the partnership that executed the within instrument, and acknowledged to me that he executed the same for and on behalf of said partnership and that such partnership executed the same.

WITNESS my hand and official seal.

Signature Ruth G. Evans

Ruth G. Evans
Name (Typed or Printed)

OFFICIAL SEAL
RUTH G. EVANS
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Aug. 30, 1974

(SEAL)

Kaiser Aetna Form

21823

:: EXHIBIT "A" TO

ASSIGNMENT OF DECLARANT'S

RIGHTS AND DUTIES

Original Restrictions Recording Data Instrument No.	Date	Amendments/Notices of Addition Recording Data Instrument No.	Date
SANTA ROSA SOUTH			
118440	11-24-70	n/a	n/a
PARCEL MAP 20-1			
105777	10-20-70	n/a	n/a

END RECORDED DOCUMENT. W. D. BALOGH, COUNTY RECORDER

WHEN RECORDED MAIL TO:

Kaiser Aetna
4320 Campus Drive
Newport Beach, California 92660

43614

NOTICE OF ANNEXATION OF TERRITORY

(De Luz Ranchos)

THIS NOTICE OF ANNEXATION OF TERRITORY, made this 5th day of March, 1971, by KAISER AETNA, a California general partnership composed of TEMECULA PROPERTIES, INC., a California corporation, KAISER RANCHO CALIFORNIA, INC., a California corporation, WESTWARD PROPERTIES, INC., a California corporation, KAISER HAWAII KAI DEVELOPMENT CO., a Nevada corporation, and AETNA LIFE INSURANCE COMPANY, a Connecticut corporation, ("Declarant").

R E C I T A L S:

A. A Declaration of Covenants, Conditions and Restrictions has heretofore been recorded on Ocober 20, 1970, as Instrument No. 105777, Official Records of Riverside County, California (the "Declaration:).

B. The Declaration affects the real property more particularly described as follows:

Parcels 1-111, both inclusive, of Parcel Map 20-1, as per Map thereof recorded in Book 2, Pages 42-68, both inclusive, of Parcel Maps in the Office of the County Recorder of Riverside County, State of California (the "Original Territory").

C. Article VI, Section 4 of the Declaration provides that additional land within the area described in Exhibit "A" attached hereto and made a part hereof may be annexed by Declarant upon compliance with the provisions contained therein.

D. Declarant desires to add certain territory (the "Annexed Territory") to the aforementioned property subject to the Declaration (the "Original Territory"). The Annexed

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Territory is a portion of the property described in Exhibit "A" attached hereto.

NOW, THEREFORE, IT IS DECLARED AS FOLLOWS:

1. Parcels 1 - 81, both inclusive, Parcel Map 25 as per Map thereof recorded in Book 3, Pages 1 - 14, inclusive of Parcel Maps in the Office of the County Recorder of Riverside County, State of California are hereby added to the Original Territory subject to the Declaration.

2. Upon the recordation of this Notice of Annexation of Territory, the covenants contained in the Declaration shall apply to the Annexed Territory in the same manner as if it were originally covered by the Declaration; and thereafter, the rights, powers and responsibilities of the parties to the Declaration with respect to the Annexed Territory shall be the same with respect to the Original Territory and the rights, privileges, duties and liabilities of the owners of lots within the Annexed Territory shall be the same as in the case of the Original Territory.

3. This Notice of Annexation of Territory is made pursuant to the provisions of Article VI of the Declaration.

LEGAL APPROVAL

GWS

KAISER AETNA, a partnership

By: Michael A Smith

By: Richard E. Bauer

Its Authorized Agents

(Agent of the Partnership)

43614

STATE OF CALIFORNIA)
COUNTY OF Orange) SS.

On March 29 1971, before me, the undersigned a Notary Public in and for said state, personally appeared Michael G. Smith and Richard S. Berg known to me to be the duly authorized agents of all of the partners of the partnership that executed the within instrument, and acknowledged to me that he executed the same for and on behalf of said partnership and that such partnership executed the same.

WITNESS my hand and official seal.

Signature Gale A. Chestek

GALE A. CHESTEK
Name (Typed or Printed)

OFFICIAL SEAL
GALE A. CHESTEK
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires May 6, 1974

(SEAL)

43614

That portion of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

Commencing at the most southerly corner of Parcel 74 as shown on Parcel Map filed in Book 2, Pages 42 to 68 inclusive of Parcel Maps, in the office of the County Recorder of said County of Riverside; thence, along the boundary of Parcels 73 and 65 as shown on said Parcel Map, South 17° 49' 44" West 395.66 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 550.00 feet; thence southwesterly along said curve, through a central angle of 19° 35' 56", an arc distance of 188.14 feet; thence, tangent to said curve, South 37° 25' 40" West 285.87 feet to the beginning of a tangent curve, concave easterly, having a radius of 550.00 feet; thence southwesterly and southerly along said curve, through a central angle of 44° 36' 24", an arc distance of 428.19 feet; thence, tangent to said curve, South 07° 10' 44" East 545.00 feet to the most westerly corner of said Parcel 65; thence, leaving said boundary, South 07° 10' 44" East 487.33 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 550.00 feet; thence southerly and southwesterly along said curve, through a central angle of 81° 00' 57", an arc distance of 777.70 feet; thence, tangent to said curve, South 73° 50' 13" West 384.07 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 800.00 feet; thence southwesterly along said curve, through a central angle of 05° 22' 34", an arc distance of 75.07 feet to the TRUE POINT OF BEGINNING; thence continuing southwesterly along said curve, through a central angle of 27° 27' 28", an arc distance of 383.38 feet; thence, tangent to said curve, South 41° 00' 11" West 628.60 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 800.00 feet; thence southwesterly along said curve, through a central angle of 27° 15' 46", an arc distance of 380.66 feet; thence, tangent to said curve, South 13° 44' 25" West 295.62 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 850.00 feet; thence southwesterly along said curve, through a central angle of 44° 33' 35", an arc distance of 661.14 feet; thence, tangent to said curve, South 58° 18' 20" West 295.00 feet; thence South 31° 41' 40" East 55.00 feet; thence South 47° 24' 47" East 1235.36 feet; thence South 12° 29' 34" West 1035.52 feet; thence South 04° 15' 16" West 822.27 feet; thence South 38° 35' 25" West 899.41 feet; thence South 25° 45' 15" West 1169.13 feet; thence South 03° 08' 24" West 2555.84 feet; thence South 35° 35' 30" West 493.12 feet; thence South 13° 30' 40" East 2302.73 feet; thence South 33° 18' 00" East 1053.13 feet; thence North 64° 35' 11" East 556.79 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 1000.00 feet; thence northeasterly along said

Description of Parcel Map 25
Prepared By: ESC
Date: 2/5/71
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curve, through a central angle of 18° 35' 52", an arc distance of 324.59 feet; thence, tangent to said curve, North 83° 11' 03" East 1636.30 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 1000.00 feet; thence northeasterly along said curve, through a central angle of 30° 33' 38", an arc distance of 533.38 feet; thence, along the prolongation of a line radial to said curve, South 37° 22' 35" East 850.54 feet; thence North 37° 55' 56" East 1930.93 feet; thence North 78° 09' 00" East 1913.79 feet; thence South 64° 48' 55" East 928.24 feet; thence South 84° 00' 25" East 948.18 feet; thence North 39° 01' 23" East 2089.64 feet to a point in a non-tangent curve, concave northerly, having a radius of 400.00 feet, a radial line of said curve to said point having a bearing of South 39° 01' 23" West; thence easterly along said curve, through a central angle of 73° 48' 06", an arc distance of 515.23 feet; thence, tangent to said curve, North 55° 13' 17" East 338.70 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 850.00 feet; thence northeasterly along said curve, through a central angle of 25° 49' 41", an arc distance of 383.16 feet; thence, tangent to said curve, North 81° 02' 58" East 726.53 feet to the beginning of a tangent curve, concave southerly, having a radius of 650.00 feet; thence easterly along said curve, through a central angle of 28° 27' 15", an arc distance of 322.80 feet; thence, tangent to said curve, South 70° 29' 47" East 506.06 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 400.00 feet; thence southeasterly, easterly and northeasterly along said curve, through a central angle of 69° 43' 01", an arc distance of 486.72 feet; thence, tangent to said curve, North 39° 47' 12" East 442.31 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 850.00 feet; thence northeasterly and easterly along said curve, through a central angle of 54° 35' 05", an arc distance of 809.78 feet; thence, tangent to said curve, South 85° 37' 43" East 204.29 feet; thence North 13° 25' 59" West 852.32 feet to the most southerly corner of Parcel 6 as shown on said Parcel Map; thence, along the boundary of said Parcel Map, as follows: North 76° 56' 41" West 1062.46 feet, South 35° 54' 35" West 716.10 feet, South 83° 20' 12" West 1077.28 feet, South 72° 19' 08" West 1201.77 feet, North 31° 45' 56" West 171.70 feet, South 65° 37' 46" West 790.00 feet and North 24° 22' 14" West 554.28 feet to the beginning of a tangent curve therein, concave northeasterly, having a radius of 800.00 feet; thence northwesterly and northerly along said curve, through a central angle of 32° 32' 34", an arc distance of 454.38 feet; thence, tangent to said curve, and continuing along said boundary, North 08° 10' 20" East 360.75 feet; thence North 81° 49' 40" West 1258.96 feet to the beginning of a tangent curve in said boundary, concave southerly, having a radius of 1500.00 feet; thence westerly along said curve, through a central angle of 15° 26' 51", an arc distance of 404.41 feet; thence, tangent to said curve, and continuing along said boundary, South 82° 43' 29" West 699.32 feet to the beginning of a tangent curve

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Page 4 of 6
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

43614

therein, concave southeasterly, having a radius of 700.00 feet; thence westerly and southwesterly along said curve, through a central angle of 54° 37' 48", an arc distance of 667.43 feet to the southwesterly terminus of said curve; thence, continuing along said boundary, along the prolongation of a line radial to said curve, North 61° 54' 19" West 44.00 feet; thence, along said boundary, North 44° 09' 31" West 1490.95 feet, North 00° 57' 46" West 1190.17 feet, North 13° 03' 34" East 1991.51 feet and North 34° 06' 05" West 1159.35 feet to an angle point in the southwesterly boundary of Parcel 57 as shown on said Parcel Map; thence, leaving said boundary, South 67° 42' 26" West 779.93 feet; thence North 22° 17' 34" West 663.73 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 1200.00 feet; thence northwesterly along said curve, through a central angle of 21° 17' 40", an arc distance of 445.99 feet; thence, tangent to said curve, North 43° 35' 14" West 673.11 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 800.00 feet; thence northwesterly along said curve, through a central angle of 34° 31' 17", an arc distance of 482.01 feet; thence, tangent to said curve, North 78° 06' 31" West 569.93 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 650.00 feet; thence northwesterly along said curve, through a central angle of 44° 10' 04", an arc distance of 501.07 feet; thence, tangent to said curve, North 33° 56' 27" West 536.01 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 1000.00 feet; thence northwesterly along said curve, through a central angle of 05° 37' 52", an arc distance of 98.28 feet; thence, tangent to said curve, North 28° 18' 35" West 113.82 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains 1769.591 acres.

Description of Parcel Map 25
Prepared By: EJEC
Date: 2/5/71
Page 3 of 3

Order: IE2310980
1971-43614 REC ALL
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

43614

RECEIVED
FEB 19 1971
RANCHO CALIFORNIA

RECEIVED FOR RECORD
APR 27 1971
15 Min. Past 3 o'Clock P M
At Request of
TITLE INSURANCE & TRUST CO.
Recorded in Official Records
of Riverside County, California
W. D. Balogh
Recorder
FEE $ 5.20

5.20

END RECORDED DOCUMENT. W. D. BALOGH, COUNTY RECORDER

WHEN RECORDED MAIL TO:

Kaiser Aetna
4320 Campus Drive
Newport Beach, California 92660

43615

NOTICE OF ANNEXATION OF TERRITORY

(De Luz Ranchos)

THIS NOTICE OF ANNEXATION OF TERRITORY, made this 5th day of March, 1971, by KAISER AETNA, a California general partnership composed of TEMECULA PROPERTIES, INC., a California corporation, KAISER RANCHO CALIFORNIA, INC., a California corporation, WESTWARD PROPERTIES, INC., a California corporation, KAISER HAWAII KAI DEVELOPMENT CO., a Nevada corporation, and AETNA LIFE INSURANCE COMPANY, a Connecticut corporation, ("Declarant").

R E C I T A L S:

A. A Declaration of Covenants, Conditions and Restrictions has heretofore been recorded on October 20, 1970, as Instrument No. 105777, Official Records of Riverside County, California (the "Declaration").

B. The Declaration affects the real property more particularly described as follows:

Parcels 1-111, both inclusive, of Parcel Map 20-1, as per Map thereof recorded in Book 2, Pages 42-68, both inclusive, of Parcel Maps in the Office of the County Recorder of Riverside County, State of California (the "Original Territory").

C. Article VI, Section 4 of the Declaration provides that additional land within the area described in Exhibit "A" attached hereto and made a part hereof may be annexed by Declarant upon compliance with the provisions contained therein.

D. Declarant desires to add certain territory (the "Annexed Territory") to the aforementioned property subject to the Declaration (the "Original Territory"). The Annexed

43615

Territory is a portion of the property described in Exhibit "A" attached hereto.

NOW, THEREFORE, IT IS DECLARED AS FOLLOWS:

1. Parcels 1 - 8, both inclusive, Parcel Map 20, as per Map thereof recorded in Book 2, Pages 93 - 96, inclusive of Parcel Maps in the Office of the County Recorder of Riverside County, State of California are hereby added to the Original Territory subject to the Declaration.

2. Upon the recordation of this Notice of Annexation of Territory, the covenants contained in the Declaration shall apply to the Annexed Territory in the same manner as if it were originally covered by the Declaration; and thereafter, the rights, powers and responsibilities of the parties to the Declaration with respect to the Annexed Territory shall be the same with respect to the Original Territory and the rights, privileges, duties and liabilities of the owners of lots within the Annexed Territory shall be the same as in the case of the Original Territory.

3. This Notice of Annexation of Territory is made pursuant to the provisions of Article VI of the Declaration.

LEGAL APPROVAL

KAISER AETNA, a partnership

By: Michael G. Smith

By: Richard S. Berg

Its Authorized Agents

(Agent of the Partnership)

STATE OF CALIFORNIA)
COUNTY OF Orange) SS.

On March 29 1971, before me, the undersigned a Notary Public in and for said state, personally appeared Michael G. Smith and Richard S. Berg known to me to be the duly authorized agents of all of the partners of the partnership that executed the within instrument, and acknowledged to me that he executed the same for and on behalf of said partnership and that such partnership executed the same.

WITNESS my hand and official seal.

Signature Gale A. Chestek

GALE A. CHESTEK
Name (Typed or Printed)

OFFICIAL SEAL
GALE A. CHESTEK
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires May (SEAL)

43615

That portion of the Rancho Santa Rosa, in the County of Riverside, State of California, which Rancho was granted by the Government of the United States to Juan Moreno by Patent dated October 10, 1872, and recorded January 8, 1873, in the office of the County Recorder of San Diego County, State of California, described as follows:

Beginning at the northeasterly corner of Parcel 91 as shown on Parcel Map filed in Book 2, Pages 42 to 68 inclusive of Parcel Maps, in the office of the County Recorder of said County of Riverside; thence, along the northerly boundary of said Parcel 91, North 86° 48' 09" West 896.40 feet to the most easterly corner of Parcel 90 as shown on said Parcel Map; thence, along the northeasterly line of said Parcel 90, North 31° 46' 14" West 1505.10 feet to the most northerly corner of said Parcel 90, being a point in a curve in the northwesterly boundary of said Parcel 90, concave southeasterly, having a radius of 470.00 feet, a radial line of said curve to said point having a bearing of North 31° 46' 14" West; thence southwesterly along said curve, through a central angle of 07° 56' 44", an arc distance of 65.18 feet to the most easterly corner of Parcel 89 as shown on said Parcel Map; thence, along the northeasterly boundary of said Parcel 89, North 39° 42' 58" West 758.52 feet and North 57° 40' 08" West 780.47 feet to the most northerly corner of said Parcel 89; thence, along the easterly line of Parcel 86 as shown on said Parcel Map, North 14° 05' 27" East 80.00 feet to the northeasterly corner of said Parcel 86; thence, along the northerly line of said Parcel 86, South 83° 44' 11" West 1722.69 feet to the northwesterly corner of said Parcel 86, being a point in that certain curve in the easterly boundary of Parcel 85 as shown on said Parcel Map, concave easterly and having a radius of 550.00 feet, a radial line of said curve to said point having a bearing of North 76° 19' 22" West; thence northeasterly along said curve, through a central angle of 05° 26' 04", an arc distance of 52.17 feet; thence, tangent to said curve, and continuing along said easterly boundary, North 19° 06' 42" East 114.14 feet to the beginning of a tangent curve in said easterly boundary, concave westerly and having a radius of 550.00 feet; thence northerly along said curve, through a central angle of 44° 05' 42", an arc distance of 423.28 feet; thence, tangent to said curve, and continuing along said easterly boundary, North 24° 59' 00" West 182.48 feet to the beginning of a tangent curve in said easterly boundary, concave easterly and having a radius of 550.00 feet; thence northerly along said curve, and the northerly continuation of said curve, through a central angle of 46° 52' 51", an arc distance of 450.02 feet; thence, tangent to said curve, North 21° 53' 51" East 160.39 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 700.00 feet; thence northeasterly along said curve, through a central angle of 11° 41' 28", an arc distance of 142.83 feet; thence, tangent to said curve, North 10° 12' 23" East 280.94 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 550.00 feet; thence northeasterly along said curve, through a central angle of 67° 37' 32", an arc distance of 649.16 feet; thence, tangent to

EXHIBIT "A"

Description of Parcel Map 20
Prepared By: TJEC
Date: 2/4/71
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said curve, North 77° 49' 55" East 22.36 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 550.00 feet; thence easterly and northerly along said curve, through a central angle of 79° 21' 03", an arc distance of 761.71 feet; thence, tangent to said curve, North 01° 31' 08" West 350.84 feet to the northeasterly boundary of said Rancho, as said northeasterly boundary is shown on Record of Survey map filed in Book 56, Pages 39 to 41 inclusive of Record of Surveys in the office of the County Recorder of said County of Riverside; thence, along said northeasterly boundary, South 47° 19' 01" East 6731.56 feet to a point thereon which bears North 62° 15' 18" East from the point of beginning; thence South 62° 15' 18" West 1507.27 feet to the point of beginning.

The above described parcel of land contains 271.043 acres.

Description of Parcel Map 20
Prepared By: EEC
Date: 2/4/71
Page 2 of 2

43615

RECEIVED
FEB 19 1971
RANCHO, CALIFORNIA

RECEIVED FOR RECORD
APR 27 1971
11 Min. Past 2 o'Clock P M
At Request of
TITLE INSURANCE & TRUST CO.
Recorded in Official Records
of Riverside County, California
W. D. Balogh
Recorder
FEE $4.40

4.40

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

WHEN RECORDED MAIL TO
KAISER AETNA
4320 Campus Drive
Newport Beach, California 92660

56527

RECEIVED FOR RECORD
MAY 27 1971
9 o'Clock M
Mun. Pct.
At Request of
Recorded in Official Records
of Riverside County, California
Wm. M. Dalgleish
County Recorder
FEE $ 6.00

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

(DE LUZ RANCHOS)

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made on the date hereinafter set forth by KAISER AETNA, a California general partnership composed of Temecula Properties, Inc., a California corporation, Kaiser Rancho California, Inc., a California corporation, Westward Properties, Inc., a California corporation, Kaiser Hawaii Kai Development Co., a Nevada corporation, and Aetna Life Insurance Company, a Connecticut corporation ("Kaiser Aetna") as successor in interest to SANTA ROSA RANCHES, a partnership composed of Temecula Properties, Inc., a California corporation, Kaiser Rancho California, Inc., a California corporation, and Kaiser Aetna, a partnership, as partners ("Santa Rosa Ranches").

R E C I T A L S :

A. Santa Rosa Ranches has heretofore recorded a Declaration of Covenants, Conditions and Restrictions on October 20, 1970, as Instrument Number 105777, Official Records of Riverside County, California (the "Declaration").

B. Kaiser Aetna has acquired more than one undeveloped lot from Santa Rosa Ranches for the purpose of development by Quitclaim Deed dated March 1, 1971, and recorded on March 4, 1971, as Instrument No. 21815, Official Records of Riverside County, California.

C. Further, Santa Rosa Ranches assigned any and all of the rights, powers and reservations of Santa Rosa Ranches as Declarant contained in the Declaration and Kaiser Aetna accepted the rights, powers and reservations assigned to it and assumed the obligations and duties of the Declarant pertaining to said rights, powers and reservations assigned by Assignment of Declarant's Rights and Duties dated March 1, 1971, and recorded on March 4, 1971, as Instrument No. 21823, Official Records of Riverside County, California.

56527

D. Pursuant to the terms of Article I, Section 6 of the Declaration, and by reason of the above referenced Quitclaim Deed and Assignment of Declarant's Rights and Duties, Kaiser Aetna is hereinafter referred to as "Declarant".

E. The Declaration affects the real property more particularly described as follows:

Parcels 1-111, both inclusive, of Parcel Map 20-1, as per Map thereof recorded in Book 2, Pages 42-68, both inclusive, of Parcel Maps in the Office of the County Recorder of Riverside County, State of California.

F. Article VI, Section 3 of the Declaration provides that the Declaration may be amended by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners.

G. Declarant is a Lot Owner owning more than seventy-five per cent (75%) of the Lots within the real property subject to the Declaration.

H. Declarant now wishes to amend said Declaration as follows:

NOW, THEREFORE, IT IS DECLARED:

1. Section 2 of Article I is hereby deleted in its entirety and substituted therefor is the following:

"Section 2. 'Owner' shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any parcel of real property which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation."

2. Section 5 of Article I is hereby deleted in its entirety and substituted therefor is the following:

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Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

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"Section 5. 'Lot' shall mean and refer to any parcel of real property which is part of the Properties with the exception of the Common Area, if any, and Lot 111 of Parcel Map 20-1 referred to herein.

3. Article III of the Declaration is hereby deleted in its entirety and substituted therefor is the following:

"Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each member shall be entitled to one (1) vote for each full five acres of real property owned by such member."

4. Section 3 of Article IV is hereby deleted in its entirety and substituted therefor is the following:

"Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be four ($4.00) dollars per acre.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than three per cent (3%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above three per cent (3%) by the vote or written consent of fifty-one per cent (51%) of the members other than Declarant."

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Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

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5. Section 6 of Article IV is hereby deleted in its entirety and substituted therefor is the following:

"Section 6. Uniform Rate of Assessment. Both annual assessments and special assessments must be fixed at a uniform rate for each acre and may be collected on a monthly basis."

6. Within Section 7 of Article IV the word "letter" is hereby deleted from line 6 and substituted therefor is the word "title".

7. The second sentence of Section 1 of Article V is hereby deleted in its entirety and substituted therefor is the following:

"The initial five (5) members of the committee are O. Max Sloan, Peyton Reed, Roger Hall, Michael A. Graziano and James R. Ramsay, whose business address is 4320 Campus Drive, Newport Beach, California."

8. The second paragraph of Section 2 of Article V is hereby deleted in its entirety and in its place is inserted the following:

"No building or other improvement, including a mobile home, travel trailer or modular residential unit, including fencing, roofing, exterior design and landscaping thereof, shall be erected, placed or altered on any parcel until both the preliminary and the final construction plans and specifications drawn by a duly licensed engineer, architect, or building designer and a plan showing the location of the building or improvement on the parcel have been approved by the Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, location, enhance-

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Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

ment or detraction from the value of surrounding parcels and general aesthtic appearance.

"Prior to the preparation of working drawings, a preliminary site plan, preliminary building plans and preliminary landscaping plans shall be submitted to the Committee or its designee for preliminary approval. All submittals shall be in triplicate and in writing, or, if in the case of construction plans, be accompanied by a letter requesting approval by the Committee.

"Prior to commencement of any construction, a final site plan shall be submitted to and approved by the Committee showing the location of the buildings, drives, walks, fences, swimming pools, patios and the like. The site plan shall be in sufficient detail to show a proposed method of treatment of possible drainage problems and that adequate drainage facilities for storm and surface water have been provided for each parcel. Final building plans shall be submitted to and approved by the Committee showing all exterior elevations, indicating the materials to be used and designating the exterior colors to be used by means of actual color samples. Landscaping plans shall also be submitted for approval by the Committee prior to commencement of any construction, such plans shall be the same scale as the site plan and shall show both the size and type of materials to be used. The minimum scale of all plans shall be 1" equals 20'.

"Notwithstanding the foregoing, Declarant and its successors and assigns shall not be subject to architectural control of the Committee in its construction

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1971-56527 REC ALL
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Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

of improvements within the Property.

"Section 3. Liability of Committee. Neither Declarant, the members of the Committee or its representative, their successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any owner of lessee of any parcel affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every owner or lessee of any parcel within the Property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Declarant, the members of the Committee, or its representative, to recover any such damages."

9. The third sentence of Section 6 of Article VII is hereby deleted in its entirety and substituted therefor is the following:

"No primary building of less than one thousand (1,000) square feet exclusive of garage shall be constructed on any parcel."

10. Paragraph (o) of Section 2 of Article VIII is hereby deleted in its entirety and substituted therefor is the following:

"(o) Trailer or mobile home parks or courts. However, trailer or mobile homes shall be permitted on any lot subject to approval of the appropriate governmental authority provided such mobile home or

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Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

56527

unit (i) contains a floor area of at least six hundred (600) square feet and a floor area of not more than one thousand two hundred (1,200) square feet, (ii) has shake, shingle, tile or composition roofing (but in no event metal roofing), and (iii) is entirely sided by wood or simulated wood which such requirement shall include the skirting to hide the wheels and undercarriage."

Except as herein expressly amended, the Delcaration is hereby ratified in its entirety.

DATED: May 3, 1971.

KAISER AETNA, a California general partnership

By

By
Its Authorized Agents

(Agent of the Partnership)

STATE OF CALIFORNIA)
COUNTY OF Orange) SS.

On May 4, 1971, before me, the undersigned a Notary Public in and for said state, personally appeared Roger Hall and Michael J. Smith known to me to be the duly authorized agents of all of the partners of the partnership that executed the within instrument, and acknowledged to me that he executed the same for and on behalf of said partnership and that such partnership executed the same.

WITNESS my hand and official seal.

Signature GALE A. CHESTEK
Name (Typed or Printed)

GALE A. CHESTEK
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires May 6, 1974

(SEAL)

END RECORDED DOCUMENT. W. D. BALOGH, COUNTY RECORDER

Order: IE2310980
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Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

R. S. Woodward
De Luz Ranchos Assn
PO Box 1165
Temecula CA 92390

161804

RECEIVED FOR RECORD
at 10 min. past 8 o'clock A.M.
Book 1979, Page 161804
AUG - 1979
Recorded in Official Records
of Riverside County, California
Donald D. Sanders Recorder
FEES $

CERTIFICATE OF SECOND AMENDMENT
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
DE LUZ RANCHOS ASSOCIATION

ROBERT J. WOODWARD and MILDRED CROM certify that:

1. We are the President and Secretary, respectively, of the DE LUZ RANCHOS ASSOCIATION, a non-profit California corporation.

2. On October 20, 1970, a Declaration of Covenants, Conditions, and Restrictions for the benefit of property within the DE LUZ RANCHOS ASSOCIATION boundaries was filed with the Riverside County Recorder's Office as Document Number 105777.

3. On May 27, 1971, the First Amendment to Declaration of Covenants, Conditions and Restrictions for the benefit of property within the DE LUZ RANCHOS ASSOCIATION was filed with the Riverside County Recorder's Office as Document Number 56527.

4. The Declaration of Covenants, Conditions and Restrictions of DE LUZ RANCHOS ASSOCIATION provides in Article VI Section 3 that said Declaration may be amended by an instrument signed by not less than seventy-five percent (75) of the Lot Owners.

5. The following Second Amendment to the Declaration of Covenants, Conditions and Restrictions of DE LUZ RANCHOS ASSOCIATION recorded on October 20, 1970 and amended by the First Amendment to the Declaration of Covenants, Conditions and Restrictions of DE LUZ RANCHOS ASSOCIATION recorded on May 27, 1971 is adopted and approved:

Paragraph (o) of Section 2 of Article VIII, as previously amended, is hereby deleted in its entirety and substituted therefor is the following:

> "(o)" Trailer or mobile home park, or courts, and further, no trailer or mobile home for residential purposes shall be permitted on any lot."

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161804

6. The Second Amendment to the Declaration of Covenants, Conditions and Restrictions of DE LUZ RANCHOS recorded on October 20, 1970 was approved by the required vote of seventy-five percent (75%) of the Lot Owners.

DE LUZ RANCHOS, A California non-profit Corporation.

By: _____
Robert J. Woodward, President

By: _____
Mildred Crom, Secretary

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On August 1, 1979, before me the undersigned, a Notary Public in and for said State, personally appeared

ROBERT J. WOODWARD, known to me

to be the President, and MILDRED CROM known to me to be the Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its By-Laws or a Resolution of its Board of Directors.

WITNESS my hand and official Seal:

_____

-2-

END RECORDED DOCUMENT DONALD D. SULLIVAN, COUNTY RECORDER

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AFTER RECORDING MAIL TO:
John V. Giardinelli Attorney
31594 Railroad Canyon Rd. #C
Canyon Lake, Ca. 92380

STEWART TITLE CO.

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M
OCT 21 1988
Recorded in Official Records of Riverside County, California
William A. Conerly
Recorder
Fees $

307075

Oct. 21, 1988

Photographed By Tico

307075

This document was filed for recording by STEWART TITLE CO. as an accommodation only. It has not been examined as to its execution or as to its effect upon the title or its description.

CERTIFICATE OF AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DE LUZ RANCHOS ASSOCIATION

A California Non Profit Corporation

Eugene R. Orwig and Darrell Clendenen certify that:

1. We are the president and secretary, respectively, of the De Luz Ranchos Association, a California Non Profit Corporation.

2. On October 20, 1970, a Declaration of Covenants, Conditions and Restrictions for the benefit of the property within the De Luz Ranchos Association and filed with the Riverside County Recorder's Office as Document Number 105777.

3. On May 27, 1971, the first amendment to the Declaration of Covenants, Conditions and Restrictions for the benefit of the property within the De Luz Ranchos Association was filed with the Riverside County Recorder's Office as Document Number 56527.

4. On August 1, 1979, the second amendment to the Declaration of Covenants, Conditions and Restrictions for the benefit of the property within the De Luz Ranchos Association was filed with the Riverside County Recorder's Office as Document Number 161804.

5. The Declaration of Covenants, Conditions and Restrictions governs the property described therein, consisting of Parcels 1-111, both inclusive, of Parcel Map 20-1, as per Map thereof recorded in Book 2, Pages 42-68, both inclusive, of Parcel Maps in the Office of the County Recorder of Riverside County, State of California, Parcels 1-8, both inclusive, Parcel Map 20, as per Map thereof recorded in Book 2, Pages 93-96, inclusive of Parcel Maps in the Office of the County Recorder of Riverside County, State of California, and Parcels 1-81, both inclusive, Parcel Map 25, as per Map thereof recorded in Book 3, Page 1-14, inclusive of Parcel Maps in the Office of the County Recorder of Riverside County, State of California.

6. Civil Code Section 1356 provides that where a Declaration of Covenants, Conditions and Restrictions requires owners having in excess of 50% of the votes in the Association to vote in favor of an amendment, that the Association may petition the Superior Court in the county in which the common interest is located, for an order reducing the percentage of the affirmative votes necessary for such amendment.

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7. Pursuant to the procedure prescribed in Civil Code Section 1356, a petition was filed on behalf of the De Luz Ranchos Association on April 22, 1988 for an order reducing the percentage of votes necessary to amend the Declaration of Covenants, Conditions and Restrictions. By virtue of an order of the Superior Court for the County of Riverside filed July 25, 1988, it was ordered as follows:

> That Article VI, Section 3 of the Declaration of Covenants, Conditions and Restrictions of the De Luz Ranchos Association be amended to read as follows:
>
> Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty years from the date this declaration is recorded, after which time it shall be automatically extended for successive periods of ten years. This declaration may be amended by an instrument signed by the owners of not less than 51% of the property within the Association. For purposes of determining 51%, property owners will have one vote for every full five acres owned. Any amendment must be recorded.

8. This amendment to the Declaration of Covenants, Conditions and Restrictions was ordered confirmed as being validly approved on the basis of the affirmative votes of 51% of the property owners which were actually received during the balloting.

DE LUZ RANCHOS ASSOCIATION
A California Non Profit Corporation

EUGENE R. ORWIG, President

DARRELL CLENDENEN, Secretary

Photographed By Tico Oct. 21,1988

Photographed By Nico Oct. 21, 1988

ACKNOWLEDGMENT

State of California)
) ss
County of Riverside)

On September 7, 1988, before me, the undersigned, a notary public in and for said State, personally appeared EUGENE R. ORWIG, known to me to be the President, ~~and DARRELL GLENDENEN, known to me to be the~~ Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS MY HAND AND OFFICIAL SEAL.

Michele S Johnson
Notary Public

[SEAL]

OFFICIAL SEAL
MICHELE S. JOHNSON
Notary Public California
ORANGE COUNTY
My Commission Expires April 9, 1990

DDRA.CER

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Oct. 21,1988

Photographed By Tico

307075

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
COUNTY OF RIVERSIDE)

On September 19, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DARRELL CLENDENEN, personally known to me, or proved to me on the basis of satisfactory evidence, to be the Secretary 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.

Notary Public in and for said County and State.
Cynthia Leeger-Patton

OFFICIAL SEAL
CYNTHIA LEEGER-PATTON
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Oct 6, 1990

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WHEN RECORDED RETURN TO:

DE LUZ RANCHOS ASSOCIATION
P.O. Box 1108
Temecula, California 92390

353535

RECEIVED FOR RECORD
SEP 24 1990

353535

Sept 24,1990

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, FOR DE LUZ RANCHOS ASSOCIATION

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for DE LUZ RANCHOS ASSOCIATION, a California Non-Profit Corporation, ("Association") supersedes all prior Declarations and the Amendments thereto, of Covenants, Condition and Restrictions of DE LUZ RANCHOS ASSOCIATION, a California Non-Profit Corporation.

P R E A M B L E:

A. The Association is the association of Owners of Lots in that certain development known as DE LUZ RANCHOS ASSOCIATION ("Property"), located in Riverside County, California, and which is more particularly described as follows:

Parcels 1 through 8, inclusive, of Parcel Map 20; Parcels 1 through 111, inclusive, of Parcel Map 20-1; Parcels 1 through 29, inclusive, of Parcel Map 28; Parcels 1 through 81, inclusive of Parcel Map 25; all as recorded in the Books and Records of the County of Riverside, State of California.

B. The Property is subject to a Declaration of Covenants, Conditions and Restrictions ("Declaration") which was recorded October 20, 1970, as Instrument No. 105777 of Official Records of Riverside County, California. The Declaration was amended by a First Amendment thereto ("First Amendment") recorded on May 27, 1971 as Instrument No. 56527, of Official Records of Riverside County, California, and also amended by a Second Amendment thereto ("Second Amendment") recorded on August 1, 1979 as Instrument No. 161804, of Official Records of Riverside County, California and also amended by a Third Amendment thereto ("Third Amendment") recorded on October 21, 1988 as Instrument No. 307075, of Official Records of Riverside County, California. The Declaration, the First Amendment, the Second Amendment and the Third Amendment are collectively referred to herein as the "Declaration".

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C. This revised Declaration is made in light of the following facts and circumstances:

1. The laws regarding homeowner associations in California have changed since the recordation of the Declaration and the Amendments. The Association desires to amend the Declaration to bring it into conformity with current California law.

2. To remove all reference to the Santa Rosa Ranches, a partnership composed of Temecula Properties, Inc. a California corporation, Kaiser-Aetna, a partnership, as partners, and as "Declarant" as delineated throughout the Declaration recorded in the Office of the County Recorder, Riverside County, California on the 20th day of October, 1970, as Instrument No. 105777.

3. To incorporate, into one (1) document, the Amendment dated the 27th day of May, 1971, as Instrument No. 56527, recorded in the Office of the County Recorder, Riverside County, California, the Amendment dated the 1st day of August, 1979, as Instrument No. 161804, recorded in the Office of the County Recorder, Riverside County, California and the Amendment dated the 21st day of October, 1988, as Instrument No. 307075, recorded in the Office of the County Recorder, Riverside County, California.

4. To make editorial corrections and incorporate minor corrections to eliminate ambiguities and inconsistencies, and to institute changes that are believed to be desired by the majority of Property Owners.

NOW THEREFORE, the Association has established objectives and comprehensive standards, and a general scheme for the development of, and maintenance of, said Real Property and the lots therein (as defined in Article I) for the benefit of said Real Property and every lot, part or Parcel therein, and desires to secure and protect the general development scheme for said Real Property and said lots, parts or Parcels, in accordance with said general scheme and to secure such benefits for all the present and future owners of said Property and lots and, therefore, to achieve said objectives and maintain said standards the Association hereby amends the Declaration as follows:

WHEREFORE, the Association hereby declares that the Real Property referred to in Article I and each and every lot, part or Parcel thereof or therein, is and shall be owned, held, occupied, maintained, altered and improved subject to these COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS and limitations, Exceptions and Terms (hereinafter referred to as "said Covenants" or "CC&R's") herein set forth, as a part of and pursuant to a common and general scheme of development, and maintenance of said Real Property. Each and all of said

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Covenants shall run with the Land, and shall bind, be a charge upon and inure to the benefit of all of said Real Property and each lot, part or Parcel thereof or therein, and to each Owner of any such lot, part or Parcel, and said Owner's/Owners' heirs, successors, administrators and assigns for the benefit of each such lot, part or Parcel and for the mutual benefit of all such lots, parts or Parcels and the respective Owners thereof.

It is the intent of the Association that each of said Covenants shall be mutual and equitable servitude upon and in favor of each lot, part or Parcel, of or in said Real Property and the present and future Owner or Owners thereof, and the Owner's/Owners' heirs, successors, administrators, executors and assigns, all as a part of a common and general plan and scheme of development and improvement of said Real Property.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

The Real Property which is subject to said Covenants is situated in the County of Riverside, State of California and is described as Parcels 1 through 8, inclusive, of Parcel Map 20; Parcels 1 through 111, inclusive, of Parcel Map 20-1; Parcels 1 through 39, inclusive, of Parcel Map 28; Parcels 1 through 81, inclusive, of Parcel Map 25; all as recorded in the Books and Records of the County of Riverside, State of California, (hereinafter referred to as the "Real Property").

ARTICLE II
GENERAL PURPOSES OF THIS DECLARATION

The Real Property and every lot, part or Parcel thereof or therein, is subject to said Covenants to insure the proper use and appropriate development and improvement thereof; to protect each Owner of any lot, part or Parcel, in and of the Real Property against such improper use of any other such lot, part or Parcel, as may depreciate the value of said Property; to guard against the construction on said Property of dwellings or other structures built of improper or unsuitable materials or of a design and height unsuitable in the light of the general scheme of development; to encourage the construction of attractive improvements on said Real Property at appropriate locations; to secure and maintain proper set-backs from streets and adequate free spaces between structures; and in general provide for a high type and quality of development and improvement in and on the Real Property.

ARTICLE III
DEFINITIONS

Section 1. "Abandonment" shall mean and refer to a Property Owner's failure to cultivate, irrigate and harvest fruit from a commercial grove for more than twelve (12) consecutive months, and said failures shall be deemed an

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Covenants shall run with the Land, and shall bind, be a charge upon and inure to the benefit of all of said Real Property and each lot, part or Parcel thereof or therein, and to each Owner of any such lot, part or Parcel, and said Owner's/Owners' heirs, successors, administrators and assigns for the benefit of each such lot, part or Parcel and for the mutual benefit of all such lots, parts or Parcels and the respective Owners thereof.

It is the intent of the Association that each of said Covenants shall be mutual and equitable servitude upon and in favor of each lot, part or Parcel, of or in said Real Property and the present and future Owner or Owners thereof, and the Owner's/Owners' heirs, successors, administrators, executors and assigns, all as a part of a common and general plan and scheme of development and improvement of said Real Property.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

The Real Property which is subject to said Covenants is situated in the County of Riverside, State of California and is described as Parcels 1 through 8, inclusive, of Parcel Map 20; Parcels 1 through 111, inclusive, of Parcel Map 20-1; Parcels 1 through 39, inclusive, of Parcel Map 28; Parcels 1 through 81, inclusive, of Parcel Map 25; all as recorded in the Books and Records of the County of Riverside, State of California, (hereinafter referred to as the "Real Property").

ARTICLE II
GENERAL PURPOSES OF THIS DECLARATION

The Real Property and every lot, part or Parcel thereof or therein, is subject to said Covenants to insure the proper use and appropriate development and improvement thereof; to protect each Owner of any lot, part or Parcel, in and of the Real Property against such improper use of any other such lot, part or Parcel, as may depreciate the value of said Property; to guard against the construction on said Property of dwellings or other structures built of improper or unsuitable materials or of a design and height unsuitable in the light of the general scheme of development; to encourage the construction of attractive improvements on said Real Property at appropriate locations; to secure and maintain proper set-backs from streets and adequate free spaces between structures; and in general provide for a high type and quality of development and improvement in and on the Real Property.

ARTICLE III
DEFINITIONS

Section 1. "Abandonment" shall mean and refer to a Property Owner's failure to cultivate, irrigate and harvest fruit from a commercial grove for more than twelve (12) consecutive months, and said failures shall be deemed an

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abandonment of said grove and impose upon the Owner the obligation to remove said trees and return the land to its natural state.

Section 2. "Agricultural Preserve" shall mean an area devoted to agricultural open space as defined in the the California Land Conservation Act of 1965 (Williamson Act) and Riverside County Ordinance No. 509. Property within such a preserve is encumbered by a Land Conservation Contract administered by the County of Riverside.

Section 3. "Annexation Property" shall mean, and refer, to all of that certain Real Property located in the unincorporated territory of the County of Riverside, State of California, and to all improvements constructed thereon, all or any part of which may be annexed to the Property as set forth in that Article VIII, Section G.

Section 4. "Architectural Control Committee" shall mean and refer to the architectural committee created pursuant to Article VII herein.

Section 5. "Articles" shall mean and refer to the Articles of Incorporation of Association, as filed in the Office of the Secretary of State and the State of California, as such Articles may be amended, from time to time.

Section 7. "Assessments" shall be used as a generic term which shall mean and refer to the following:

(a) "Assessment - Compliance" shall mean and refer to the charge against an Owner representing the costs incurred by the Association in the repair of any damage to the Common Area for which such Owner was responsible, the costs incurred by the Association in bringing such Owner and his Lot into compliance with this Declaration, or any amount due the Association based upon disciplinary proceedings against an Owner in accordance with this Declaration, including legal fees, and cost to collect said fees;

(b) "Assessment - Regular" shall mean and refer to an annual acreage charge against each Owner and his respective Lot based upon net acreage representing a portion of the Common Expenses of the Association; and

(c) "Assessment - Special" shall mean and refer to a charge against an Owner and his respective net acreage, levied for the purpose of reconstructing damaged or destroyed Common Area improvements, or for constructing or installing any capital improvements to the Common Area, or for taking any extraordinary action for the benefit of the Common Area or the Membership of the Association pursuant to the provisions of this Declaration.

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Section 8. "Association" shall mean and refer to the **DE LUZ RANCHOS ASSOCIATION** as a California nonprofit, mutual benefit corporation, in which all Owners shall have a membership interest as more particularly described hereinbelow, provided that membership shall be limited to Owners.

Section 9. "Board" shall mean and refer to the Board of Directors of the Association, elected in accordance with the By-Laws of the Association and this Declaration.

Section 10. "By-Laws" shall mean and refer to the By-Laws of the Association which have been, or will be, adopted by the Board, as such By-Laws may be amended, from time to time.

Section 11. "Common Area" shall mean and refer to all of that certain Real Property and to all Improvements thereon, which are owned by the Association, or over which the Association has an easement for the use, care or maintenance for the common use, benefit and enjoyment of all Owners. The Common Area shall include, without limitation, any private storm drains, private utilities, if any, slopes, greenbelts, recreation areas and such other improvements as may be designated, from time to time, in one (1) or more Notices of Annexation. The Common Area in the Property is generally as defined in Section 1351(b) of the California Civil Code.

Section 12. "Common Expenses" shall mean and refer to the actual and estimated costs to be paid by the Association for the following: (a) maintaining, managing, operating, painting, repairing and replacing the Common Area; (b) managing and administering the Association, including, but not limited to, compensation paid by the Association to managers, architects, accountants, attorneys and any Association employees; (c) providing utilities and other services to the Common Area; (d) providing insurance as provided for herein; (e) paying that portion of any Assessment attributable to Common Expenses not paid by the Owner responsible for payment; (f) paying taxes for the Association; and (g) paying for all other goods and services designated by, or in accordance with, other expenses incurred by the Association for the benefit of all Owners, and reasonably required for the Association to perform its powers and duties as set forth in this Declaration. Additionally, the Common Expenses shall include adequate reserves, as the Board shall determine to be appropriate, for the repair and replacement of those elements of the Common Area which must be repaired or replaced on a periodic basis, rather than a regular annual basis.

Section 13. "Commencement of Construction" shall mean and refer to the excavation of foundations for any structure or improvement being made pursuant to a building permit issued by the County of Riverside or the governing body responsible for the issuance of said permits.

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Section 14. "County" shall mean and refer to the County of Riverside, California.

Section 15. "Declarant" shall mean and refer to DE LUZ RANCHOS ASSOCIATION, a California Non-Profit Corporation.

Section 16. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements, and to all amendments to this Declaration as may be recorded, from time to time, in the Office of the County Recorder for Riverside County, in accordance with Section 1351(h) and Section 1353 of the California Civil Code.

Section 17. "DRE" shall mean and refer to the Department of Real Estate of the State of California, which administers the sale of subdivided lands pursuant to Sections 11000, et seq., of the California Business and Professions Code, or any similar California statute hereinafter enacted.

Section 18. Emergency Situations. When used or referred to in conjunction with a special assessment is any one of the following:

(a) An extraordinary expense required by an order of a court;

(b) An extraordinary expense necessary to repair or maintain the Properties or any portion thereof for which the Association is responsible where a threat to personal safety on the Properties is discovered; and

(c) An extraordinary expense necessary to repair or maintain the Properties or any portion thereof for which the Association is responsible that could not have been reasonably foreseen by the Board when preparing the budget. Prior to the imposition or collection of an assessment pursuant to this Subsection (c), the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. The resolution shall be distributed to the Members with the Notice of Assessment.

Section 19. "Family" shall mean and refer to one (1) or more persons each related to the other by blood, marriage or legal adoption; or a group of not more than three (3) persons not all related, including his, her or their domestic servant(s), maintaining a common household in a dwelling.

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Sept 24,1990

Section 20. "Grade" shall mean and refer to the natural or modified elevation of the surface of the land above sea level.

Section 21. "Improvements" shall mean and refer to all structures and appurtenances thereto of every kind, including, but not limited to, residences, buildings, non-commercial signing, awnings, shades, screens, screen doors, skylights, recreational areas, fencing, barbecue areas, swimming pool, spa, garages, pavement, sidewalks, driveways, project perimeter walls and fences, retaining walls, monument signs, patios, irrigation equipment and all related facilities, exterior air conditioning units, solar panels and related facilities, landscaping, drainage structures and swales, streetscapes, antennas and related facilities, exterior lighting, hedges and ornamental trees.

Section 22. "Lot" shall mean and refer to each Parcel of land shown as a Lot in the recorded final map of said Real Property and designated on said map by a separate, distinct number.

Section 23. "Lot Area" shall mean and refer to the net acreage as specified in the records of the County Assessor, County of Riverside.

Section 24. "Lot Line, Front" shall mean and refer to that boundary line of a Lot which is along the dedicated right of way, or access easement line, except as otherwise designated by the Architectural Control Committee. On corner Lots (i.e., Lots bounded on two (2) sides by streets) the Front Lot Line shall be the line so designated by the Architectural Control Committee.

Section 25. "Lot Line, Rear" shall mean and refer to that boundary line of a Lot which is most distant from and is, or is approximately, parallel to the Front Lot Line. If the Rear Lot Line is less than ten (10) feet in length, or if the Lot forms a point at the rear, the Rear Lot Line shall be deemed to be a line ten (10) feet in length within the Lot, parallel to and at a maximum distance from the Front Lot Line.

Section 26. "Lot Line, Side" shall mean and refer to any boundary line of a Lot which is not the Front or Rear Lot Line.

Section 27. "Member" shall mean and refer to every person or entity who holds membership in the Association, as more particularly set forth in the Article herein entitled "The Association", and shall be synonymous with the term "Owner".

Section 28. "Mortgage" shall mean and include a duly recorded deed of trust, as well as a mortgage in the conventional sense, encumbering a Lot.

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Section 29. "Mortgagee" shall mean and refer to to a person or entity to whom a Mortgage is made, and shall include the beneficiary of a deed of trust.

Section 30. "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, and shall include the trustor of a deed of trust.

Section 31. "Notice and Hearing" shall mean and refer to written notice and a hearing before the Board of Directors or the Architectural Control Committee of the Association, at which the affected Owner shall have an opportunity to be heard in the manner provided herein and in the By-Laws.

Section 32. "Notice of Annexation" shall mean and refer to those certain declarations of restrictions annexing one (1) or more Phases of the Annexation Property or Common Area to the Project, in accordance with the provisions of the Article herein entitled "Annexation of Additional Property"

Section 33. "Nuisance or Hazard" Shall mean and refer to a Member's activity or failure to control an activity which annoys and disturbs one in possession of his Property, rendering its ordinary use or occupation physically uncomfortable to him, which shall also include every thing that endangers life or health, gives offense to senses, violates the laws of decency, or obstructs reasonable and comfortable use of Property.

Section 34. "Owner" shall mean and refer to the record Owner, or Owners if more than one (1), or the purchaser under a conditional sales contract of fee title to, or an undivided interest in, any Lot in the Project. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.

Section 35. "Permanent Residency" or "Permanently Reside" shall mean and refer to residing within a dwelling for more than a total of sixty (60) consecutive days in any calendar year.

Section 36. "Property" shall mean and refer to all of that certain Real Property described in the legal description contained in the first paragraph of page one hereinabove.

Section 37. "Residence" shall mean and refer to the individual dwelling and the related improvements which are constructed upon a Lot and which are designed and intended for use and occupancy as a residential Residence.

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Section 38. "Rules and Regulations" shall mean and refer to the Rules and Regulations adopted by the Board of Directors pursuant to the By-Laws and this Declaration, as they may be amended, from time to time.

Section 39. "Signs - Commercial" shall mean and refer to an advertisement or notice of political and/or commercial activity of persons or entities posted upon a Property, including but not limited to, real estate for sale or lease, farm management services, construction activity or contractors services.

Section 40. "Signs - Non Commercial" shall mean and refer to Non-Commercial personalized identification or Parcel identification and entry monument signs less than fourteen (14) square feet.

Section 41. "Streets" shall mean and refer to those private roads and walkways as shown on Association and/or county maps.

Section 42. "Structure" shall mean and refer to anything erected, constructed, placed, laid or installed in, on or over said Real Property, the use of which requires a location on or in the ground.

Section 43. "Subdivision" shall mean and refer to the division of larger Parcels of land into smaller Parcels of land pursuant to the laws of the State of California and procedures established by the State of California, the County of Riverside and the Association.

Section 44. "VA/FHA" shall mean and refer to the United States Veterans Administration and the Federal Housing Administration.

Section 45. "Application of Definitions", the aforesaid definitions shall be applicable to this Declaration and to any supplements or amendments hereto, filed or recorded pursuant to the provisions of this Declaration, unless the context shall prohibit such application.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members owning more than fifty (50%) percent of the interests entitled to vote agreeing to such dedication or transfer has been recorded.

Section 2. Assignment of Right. Any Owner may assign, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property. However, the assignment shall not terminate, or in any way modify or limit, the Owner's obligation and responsibility to other Members of the Association to comply and force compliance with the terms of this provision by said assignee.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Parcel, which is subject to assessment, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Parcel which is subject to assessments. The terms and provisions set forth in this Declaration, which are binding upon all Owners of all Parcels, their tenants and assignees, and all Members in the Association, are not exclusive, as both the Member and the Parcel Owner, their tenants and assigns, shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the By-Laws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of such Parcel shall be the sole qualification for Membership.

Section 1. Transfer. The Membership held by and Owner of a Parcel shall not be transferred, pledged or alienated in any way, except upon the sale of such Parcel and then only to the purchaser or in the event of foreclosure, to the deed of trust holder of such Parcel. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the Owner of any Parcel should fail or refuse to transfer the Membership registered in his name to the purchaser of such Parcel, the

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Association shall have the right to record the transfer upon the books of the Association.

Section 2. Voting Rights. The Association shall have only one (1) class of membership. Members shall be entitled to one (1) vote for each net acre, or portion thereof, within the Association in which they hold the interest required for membership. When more than one (1) person holds such interest, or interests, in any Parcel, all such persons shall be Members and the vote for such Parcel shall be exercised as they among themselves determine, but, in no event, shall more than one person (1) vote be cast with respect to any such Parcel. Said voting rights shall be cast with respect to any such Parcel. Said voting rights shall be subject to the restrictions and limitations provided hereinafter and in the By-Laws of the Association.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be a personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents of the Properties. Without limiting the generality of the foregoing, assessments may be used to upgrade, maintain and repair the common areas servicing the Association, if any, retain the services of licensed professionals as deemed necessary by the Association's Board of Directors, or Executive Committee, to operate the Association, and to establish adequate reserve funds for the above purpose.

Section 3. Regular Assessments-Basis. Regular Assessments payable to the Association shall be assessed equally against each net acre, or portion thereof, within the Association. Each Owner's proportionate share of the Regular Assessments shall be a fraction, the numerator of which shall be the number of net acres, or portion thereof, owned by such Owner, and the denominator of which shall be the total number

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of net acres, or portion thereof, in the Association which are subject to assessment. Until the first day of the fiscal year immediately following the adoption of these CC&R's, the maximum per acre Regular Assessment under this Article shall be Twelve Dollars ($12.00). From and after the first day of the fiscal year immediately following the adoption of these CC&R's, the maximum Regular Assessment may not be increased each fiscal year by more than seven (7%) percent above the maximum Regular Assessment for the previous year without the vote, or written assent, of a majority of those Owners in attendance, or represented by proxy, at a duly called meeting of the Association.

Section 4. Special Assessments. In addition to the regular annual assessments to be charged against each Owner pursuant to Article VI, Section 3, the Board may, from time to time, levy and collect Special Assessments to cover extraordinary charges or expenses resulting from an "Emergency Situation" which was not anticipated by the annual budget approved by the Association, including, but not limited to, the payment of the cost of any construction, reconstruction or unexpected repair or replacement of the Common Areas, if any.

Every Special Assessment shall be levied upon the same basis as that prescribed for the levying of Regular Assessments.

The above provisions, with respect to Special Assessments, do not apply in the case where the Special Assessment against a Member is a remedy utilized by the governing body to reimburse the Association for costs incurred in bringing a Member and his subdivision interest into compliance with the provisions of the governing instruments for the subdivision.

Section 5. Notice and Quorum For Any Action Authorized Under Article VI, Sections 3 and 4. Any action authorized under Article VI, Sections 3 and 4 should be taken at a special meeting of Members of the Association called for that purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than ninety (90) days in advance of the meeting. The notice shall specify the place, day and hour of the meeting. The special meeting shall be conducted in accordance with the provisions of the By-Laws of the Association concerning special meetings of the Members of the Association. At such meeting, the presence of Members entitled to cast fifty-one (51%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be recalled, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum for the preceding meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite fifty-one (51%) percent, Members who are not present, in person or by proxy, may give

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their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than sixty (60) days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by the Treasurer of the Association setting forth whether the assessment on a specified Lot have been paid.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any installment of a Regular, Special or Compliance Assessment not paid within fifteen (15) days after it is due and payable, shall be deemed delinquent and the Owner shall be required to pay: (a) reasonable costs of collections, including reasonable attorneys' fees; (b) a reasonable late charge not exceeding ten percent (10%) of the delinquent Assessment or Fifty Dollars ($50.00), whichever is greater, or as may, from time to time, be established by the Board in accordance with California law; and (c) interest on all sums imposed under this Article VI, Section 8 at an annual percentage rate not to exceed twelve percent (12%), commencing thirty (30) days after the Assessment was due. The Board, for and on behalf of the Association, may commence legal action against the Owner personally obligated to pay the same, or, in the case of a Regular or Special Assessment, may foreclose the lien against his Lot. Such lien may also be foreclosed by a power of sale or other nonjudicial procedure provided for by the laws of the State of California. In furtherance thereof, each Owner hereby vests in the Association, its successors or assigns, the right and power to bring all actions at law or to pursue lien foreclosure against any Owner for purposes of collecting such Delinquent Assessments.

Section 9. Notice of Delinquent Assessments. No action shall be brought to foreclose a lien for Delinquent Assessments, or to proceed under the power of sale herein, unless at least thirty (30) days has expired following the date a Notice of Delinquent Assessments is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said lot, and a copy thereof is recorded by the Association in the Office of the County Recorder of Riverside County. Said Notice of Delinquent Assessments must recite the name and street address of the record Owner and/or a good and sufficient legal description of any such Lot, the amount claimed (which may, at the Association's option, include

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reasonable late charges as may, from time to time, be established by the Board in accordance with California law, interest on the unpaid Assessment, plus reasonable attorneys' fees and expenses of collection incurred in connection with the debt secured by said lien), and the name and address of the principal office of the Association, and, in the event of a nonjudicial foreclosure, as provided in Article VI, Section 3 above, the name and address of the trustee authorized by the Association to enforce the lien by sale. The Notice shall be assigned and acknowledged by the President, or Vice President, and the Secretary, or assistant Secretary, of the Association. The lien shall continue until fully paid or otherwise satisfied.

Section 10. Foreclosure Sale. Any foreclosure sale provided for above is to be conducted by the Board, its attorney or other persons authorized by the Board in accordance with the provisions of Sections 2924, 2924a, 2924b and 2924c of the California Civil Code, applicable to the exercise of powers of sale in Mortgages and deeds of trust, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at a foreclosure sale, and to acquire, hold, lease, mortgage and convey the same. Any Owner, by acceptance of a deed for his Lot, hereby expressly waives any objection to the enforcement and foreclosure of the lien in this manner.

Section 11. Curing of Default. Upon the timely curing of any default for which a Notice of Delinquent Assessments or lien was filed by the Association, the Officers thereof are hereby authorized to file or record, as the case may be, an appropriate release of such Notice upon payment by the defaulting Owner of a fee to be determined by the Association, but not to exceed Two Hundred Fifty Dollars ($250.00), to cover the costs of preparing and filing or recording such release.

Section 12. Cumulative Remedies. The Association's remedies for non-payment of Assessments, including, but not limited to, an action to recover a money judgment, Assessment lien and right of foreclosure sale, are cumulative and in addition to and not in substitution of any other rights and remedies which the Association and its assigns may have hereunder or at law.

Section 13. Mortgagee Protection. Notwithstanding all other provisions hereof, no lien created hereunder, nor any breach of the terms and provisions of this Declaration, nor the enforcement of any term or provision hereof, shall defeat or render invalid the rights of any Mortgagee under any recorded first Mortgage or deed of trust upon a Lot made in good faith and for value; provided, that after such Mortgagee or other person or entity obtains title to such Lot by judicial or nonjudicial foreclosure, such Lot shall remain subject to this Declaration and the payment of Assessments which fall due subsequent to the date of taking title.

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ARTICLE VII
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Composition of Committee. Each Board of Directors shall establish a five (5) member Architectural Control Committee, the members of which shall be selected and appointed by the Board of Directors and shall serve for a term concurrent with said Board. The Committee Members shall appoint a chairman and a secretary. The chairman shall preside over the meetings and the secretary shall record and prepare for approval by the Committee Members minutes of each meeting and said minutes shall become the official record of the Committee. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for the services pursuant to this covenant. Members of the Committee must be members of the Association.

Section 2. Committee Approval. No Member shall commence construction of any improvement on his Property, and no building, garage, patio, outbuilding, fence or other structure shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on any Parcel, or any portion thereof, unless and until three (3) complete sets of plans and specifications therefore, including a building agreement, finished grading plan, plot plan showing location of such structure on the building site, floor and roof plan, exterior elevations, general landscape plan, sections and salient exterior details and color scheme, including color chips, roofing material sample and the type and location of hedges, walls and fences shall have been submitted to and approved in writing by any three (3) members of the Committee. In addition to the Committee considering the overall effect of the proposed improvements on the Association and its Membership, and the improvements compatibility with existing improvements, the Committee will consider the quality and servicability of the materials to be used, the location of the improvements on the Parcel, the general aesthetic appearance of the Parcel being improved when completed, and its consistency with existing improvements. The grading plans shall be in sufficient detail to show a proposed method of treatment of possible drainage problems and that adequate drainage facilities for storm and surface water have been provided for each Parcel.

Section 3. Submittal Procedure. Said plans and specifications shall be submitted to the offices of the Association, or such other place as shall be designated from time to time by the Board of Directors. The application and plans will be deemed submitted only upon receipt at the office of the Association executed originals of ALL COMPLETED DOCUMENTS which shall include, but not limited to, the building

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agreement, application, copies of the plans and specifications and the samples of the materials to be used referred to in Article V, Section 2 above or any other relevant Section herein.

It is the express obligation of the Member/Applicant to satisfy the submission requirements of the Association, therefore, incomplete documentation, plans or specification shall not be reviewed or considered by the Committee for approval. Compliance with this submittal procedure is an express condition, precedent to obligating the Committee and Association to review an application for approval of a Member's proposed improvement plan, and may not be waived by the Architectural Committee and any Member thereof.

Section 4. Committee Approval in Writing. The Committee's approval, disapproval or conditional approval of such building agreement, plans, specifications and plot plans shall be in writing and delivered to the applicant with one (1) set of the submitted documents; provided, if the Committee fails to approve or disapprove such plans and specifications and plot plan within thirty (30) days after said plans, specifications and plot plan have been submitted to it, it shall be presumed that the Committee has approved said plans, specifications and plot plans as submitted. If, after said plans, specifications and plot plans have been approved, the building, fence, wall or other structure shall be altered, erected or maintained upon the Parcel or building site otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee and the Board of Directors will proceed against the member to have the unapproved improvements removed. Any and all reasonable costs, including but not limited to, reasonable attorneys' fees incurred by the Association in enforcing this provision shall be paid by the Member failing to obtain the requested approval. Costs incurred shall be paid by the Member whether or not legal proceedings are initiated.

Any applicant, if dissatisfied with the decision of the Committee, may appeal the decision of the Architectural Control Committee to the Board of Directors, whose decision shall be final. The right of appeal by an Owner must be exercised in writing within ten (10) days after notification to the Member of the decision of the Committee; provided, however, that the Board may extend the time for such appeal or grant a hearing thereon after the expiration of said time in its discretion.

Said Committee shall have the power and authority to approve or disapprove the plans and specifications and approval of said plans, specifications and plot plan may be withheld not only because of non-compliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also by reason of the reasonable dissatisfaction of the Committee with the grading plan,

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location of the structure on the Parcel or the building site, the finished ground elevation, the color scheme, design, proportions, architecture, shape, height and style of the proposed structure or altered structures, the materials used thereon, the kind, pitch or type of roof proposed to be placed thereon, the location of the air conditioning, evaporative coolers or other matters or things which, in the reasonable judgment of the Committee, will render the proposed structure inharmonious, inconsistent or out of keeping with the general scheme, the existing improvements on the subject site or with the structures erected on other building sites in the immediate area of the Subject Parcel. Said Committee, may if it so desires, adopt rules governing its procedures, providing said rules and procedures are not inconsistent with rules and procedures contained herein, or those adopted by the Association's Board of Directors.

Once commencement of construction has begun, the completion of all approved and permitted construction shall be diligently and continuously pursued to completion.

Said Committee may, from time to time, as a means of defraying its expenses, require a reasonable filing fee and require the deposit of reasonable performance and completion bonds to accompany the submission of the application and plans. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations.

The approval by the Committee of any plans or specifications submitted for approval as herein specified for use on any building site shall not be deemed a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications, if, or when, the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other building sites.

Section 5. Liability of Committee. Neither Declarant, Board of Directors, the members of the Committee, or their representatives, their successors or assigns shall be liable in damage to anyone submitting plans to them for approval, or to any Owner or Lessee of any Parcel affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every Owner or Lessee of any Parcel within the Property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit in law or equity against Declarant, the Board of Directors, the members of the Committee or their representatives, to recover damages or to seek equitable relief.

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ARTICLE VIII
ENFORCEMENT

Section 1. Abatement and Suit. If any member is believed to be in violation or breach of any of the provisions of this Declaration or of the By-Laws, the Association shall give fifteen (15) days written notice of such violation to said member in accordance with Article III, Section 6 of the By-Laws and Section 7341 of the Corporations Code of the State of California. Said notice shall contain a statement setting forth the details of the violation or breach and that said member's voting privileges may be suspended and/or that he or she might be subject to a penalty of up to Fifty Dollars ($50.00) per day for each violation or breach. In addition, said notice shall set forth a date, not less than five (5) days before the effective date of the suspension of voting privileges or imposition of said penalty for a hearing before the Board of Directors or such other person or persons as may be duly appointed by such Board for this purpose, to allow said member to be heard and offer reasons why such imposition of penalty or suspension of voting privileges should not take place.

Notices as required herein shall be given in such a manner as is reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class mail or registered mail sent to the last address of said member as is shown on the records of the Association.

Nothing herein contained shall be deemed to inhibit or preclude said Association from utilizing whatever other legal or equitable procedures and remedies which may be available in accordance with the laws of the State of California to enjoin or prevent the violation of the provisions of this Declaration or the By-Laws of the Association, to cause said violation to be remedied or to recover damages for said violation.

Section 2. Deemed to Constitute a Nuisance. The result of every action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity against any Owner or Lessee, either public or private, shall be applicable against every such result and may be exercised by the Association or by any Owner or Lessee of Property subject to these restrictions.

Section 3. Attorneys' Fees. If any Owner defaults in making a payment of Assessments or in the performance or observance of any provision in this Declaration, and the Association has obtained the services of an attorney in connection therewith, the Owner covenants and agrees to pay to the Association any costs or fees incurred, including reasonable attorneys' fees, regardless of whether legal

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proceedings are instituted. In the event that a suit is instituted, and final judgment rendered, the prevailing party shall recover the cost of the suit, in addition to the aforesaid costs and fees.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 5. Annexation.

(a) Additional Property and Common Area may be annexed to the Properties upon application to and approval by the Board of Directors and the consent of those Owners having a right to vote and who own not less than fifty-one (51%) percent of the net acreage within the Association.

(b) Such annexation shall be effective upon the recording of a Notice of Annexation of Territory containing the provisions set forth in Subsections (c) and (d) of this Article VIII, Section 6. Thereupon, the covenants contained in this Declaration shall apply to the annexed land in the same manner as if it were originally covered by this Declaration; and, thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the annexed land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners of Lots within the annexed land shall be the same as in the case of the original land.

(c) The Notice of Annexation of Territory referred to in Subsection (b) of this Article VIII, Section 6 shall contain the following provisions:

(1) A reference to this Declaration, which reference shall state the date of recording hereof and the Instrument Number of this Declaration as recorded; and

(2) A statement that the provisions of this Declaration shall apply to the annexed territory in the manner set forth in Subsection (b) of this Article VIII, Section 6.

(d) The Notice of Annexation of Territory referred to in Subsection (c) of this Article VIII, Section 6, with respect to all or any portion of the Properties described in such Notice of Annexation of Territory, may provide for all or any of the following:

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(1) New land uses not proved for in this Declaration and such additional covenants, conditions and restrictions with respect the the use thereof as Declarant any deem to be proper for the development of such annexed Property; and

(2) With respect to land uses provided for in this Declaration, such additional or different covenants, conditions and restrictions with respect to the use thereof as Declarant may deem to be appropriate for the development of such annexed Property.

ARTICLE IX
REGULATION OF IMPROVEMENTS

Section 1. Minimum Setback Line.

(a) General. No structure or any part thereof., shall be placed or constructed on any Parcel closer to the Property line than herein provided. The following structures and improvements are specifically excluded from these setback provisions:

(1) Pole lines;
(2) Underground pipe lines;
(3) Conduits;
(4) Ditches;
(5) Water works facilities for the production and distribution of water primarily for irrigation purposes;
(6) Fences;
(7) Streets and alleys.
(8) Trees and Vines.

(b) Front Yard Setback. The minimum front yard set back line is seventy-five (75) feet and all structures and improvements except those listed in Article IX, Section 1(a)(1) through (7) above shall be erected more than seventy-five (75) feet from any access easement, street or highway boundary lines.

(c) Side Yard Setback. The side yard setback line is established at a minimum of fifty (50) feet from said Property line.

(d) Change in Setback. In the event the municipal zoning of the Property allows different setbacks, the setbacks required shall be those which are the more restrictive and provide the greatest setback.

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Section 2. Completion of Construction. After commencement of construction of any structure or improvement approved by the Architectural Control Committee, the work thereon shall be diligently and continuously pursued to its completion. All approved structures or improvements shall be completed within twelve (12) months of commencement of construction. Unless extended by the Board of Directors for a specific time period upon application made by the Property Owner, failure to complete the approved improvements within the twelve (12) month period shall result in the imposition of a fine upon the Owner of the Property equal to Twenty-Five Dollars ($25.00) per day for each day beyond the twelve (12) month period required to complete the improvements.

Section 3. Perimeter Fencing. All Parcels on which animals, other than household pets, are present shall be adequately fenced so as to keep said animals on that Parcel and to protect the crops and Property of others. All fencing must be constructed of approved materials. Fencing shall not exceed six (6) feet in height, however, an additional one (1) foot in height for: (a) a maximum of three (3) strands of barbed wire may be added to the top of said fence providing the barbed wire is supported on extended line posts or by arms or brackets manufactured for that purpose; or (b) other protective wire may be used if properly supported. All chain link fencing on common roads or easements must be shielded from public view by a solid wall of automatically irrigated trees, shrubbery or vines which shall cover the surface of and completely hide the chain link fence from view within a two (2) year period.

Except within the agricultural preserve, no fence, wall or hedge shall be planted, erected or maintained on any Parcel in such location or at such height as to unreasonably obstruct the view from any other Parcel or Parcels within the Association. No fencing, of any kind whatsoever, shall be installed without first being approved by the Architectural Control Committee. Fences installed without all approval shall be removed by Owner at Owner's expense. Owner's failure to remove said fencing within thirty (30) days following written notice from the Committee to do so shall result in the Association's removing said fence and assessing the Owner all reasonable costs to remove, plus reasonable attorneys' fees.

Section 4. Hazard Excavation. Exposed openings resulting from any excavation made in connection with construction of improvements shall be backfilled and disturbed ground shall be leveled. All excavation shall be done in compliance with the Riverside County Grading Ordinance and shall be certified by a California licensed soils engineer.

Section 5. Commercial Signs. All commercial signs shall conform to the following criteria:

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(a) Commercial signs larger than nine (9) square feet shall be allowed only upon application and the issuance of a permit by the Architectural Control Committee. The applicant shall be required to pay a sign fee in an amount to be set by the Board of Directors. No permit issued shall be for a period greater than six (6) consecutive months. The application shall included a scaled architectural drawing which indicates the size, colors and contents of the sign and a site plan showing the precise location of the sign.

(b) Commercial signs having a size of nine (9) square feet or less may be constructed or posted without a permit issued by the Architectural Control Committee, subject to the following restrictions:

(1) No commercial sign shall be constructed or posted within twelve (12) feet of the edge of the traveled roadway;

(2) Each Parcel shall be limited to one (1) sign with a maximum of two (2) signs per twenty (20) acre gross Parcel.

(3) Signs constructed or posted on a Parcel for the purpose of selling, leasing or renting the Subject Property or any other Parcel shall be removed within ten (10) days after title to the Property is transferred or the Property is leased or rented. If the sign is not removed within ten (10) days, the Association, upon giving written notice, shall have the right to enter said Property and remove said sign, or assess the Property Owner a penalty of Twenty Five Dollars ($25.00) per day for each day the sign remains on the Property after giving notice to remove said sign. Said penalty shall be an assessment and lien on the Subject Property.

a. If the Association elects to enter upon the Property and remove the subject sign, the Owner of the Property shall be assessed a Five Dollar ($5.00) a day storage fee until said sign is obtained from the custody of the Association. If the Owner of the Property or the legal Owner of the sign does not obtain the sign within ninety (90) days it shall be deemed an abandoned personal Property and the Association may dispose of the sign according to law.

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Section 6. Building Regulations.

(a) Type. All buildings and structures shall be properly maintained. No building or other structure shall be built or erected unless the building or other structure is of a quality usual and customary for that type of building or structure and of a quality and design consistent with other improvements in the Association. No used building, including buildings previously constructed on any other Real Property, shall be moved onto any Parcel. No mobile homes, lean-tos or temporary-type shelters shall be permitted on any Parcel.

Permitted buildings or structures shall be limited to single family residences, a guest cotiage, living quarters for full time help, accessory buildings, including a barn and a garage. Such auxiliary buildings shall not be for lease or rent. All buildings and structures constructed on any one Parcel shall be of the same or similar quality and architectural design and style.

(b) Size. The single family residence shall contain a minimum living area of two thousand five hundred (2,500) square feet, excluding the attached garages and workshops. The garage shall contain at least four hundred (400) square feet and shall be fully enclosed. All accessory buildings, garages or barns shall conform in architectural design to the residential structure constructed on the Parcel. Building materials shall be as set forth in Article IX, Section 5(c) below.

(c) Roof. All roofs shall be constructed of slate, copper, terra cotta (clay), concrete tile or any manufactured fireproof material which in the opinion of the Architectural Control Committee has the appearance of one of the approved materials.

No overhang or overhang supports shall be constructed on any Parcel which will interfere with the view of the Owner of any other Parcel. No air-conditioning units, ducts, conduits or pipes shall be exposed on the roof of any building structure. Each Parcel shall be entitled to have one (1) television antenna, or dish, of shape, size and location approved by the Architectural Control Committee. No outside television or radio pole or antenna shall be constructed, erected or maintained on any Parcel so that it would be considered aesthetically objectionable in the opinion of the Architectural Control Committee.

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(d) Fuel Tanks. Every tank for the storage of fuel installed outside any building in the Development shall be either buried below the surface of the ground or totally screened from public view. Screening shall be to the satisfaction of the Architectural Control Committee by fencing and/or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street.

Section 7. Maintenance and Storage.

(a) All Parcels, buildings or any structures shall be properly maintained. Rubbish and debris shall be promptly removed.

(b) No materials, supplies, trailers or equipment, including inoperable vehicles of any kind, shall be stored in any area on a Parcel, unless stored within a closed building, or screened from view.

If the Owner uses the Property for agricultural purposes, Owner must: not abandon said purpose without returning said land to its natural state; farm said land in an approved and husbandlike manner; keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed and fumigated; remove or replace all dead and unproductive trees or vines with new ones; keep all buildings, fences, ditches, canals and any farming improvements on said premises in first class condition; do all other acts which, from the character or use of the Property may be reasonably necessary to maintain, preserve or enhance its value. If Owner fails to perform in this manner, the Association or the Architectural Control Committee, or their agents, shall have the right to enter upon any Parcel, and, at the expense of the Owner of the Parcel, take such action as may be reasonably deemed necessary to protect the Subject Property and bring the Parcel and Owner into compliance with these CC&R's. The expenses for which Owner agrees to be liable shall include all costs advanced by the Association to achieve compliance plus and any all reasonable legal and administrative costs incurred.

Section 8. Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any portion of the Property, except in sanitary containers located in appropriate areas screened and concealed from view by a fence, wall or other screen approved by the Architectural Control Committee, and no odor shall be permitted to arise therefrom so as to render the Property, or any portion thereof,

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unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof, or to its occupants. All such refuse, which is put out for pickup, shall be in conformance with all appropriate standards established by the County or governing agency. Any approved trash containers shall be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twenty-four (24) hours before and after scheduled trash collection hours).

Section 9. Recreational Vehicles. The presence of any travel trailer, motor home or trailered boat on the Property is prohibited, with the exceptions specified below:

(a) A travel trailer or motor home may be brought to a Parcel not having a permanent residence thereon and left on the Property for a period not to exceed three (3) days in any one (1) week. Said travel trailer or motor home shall be removed from the Property at the end of any such three (3) day period.

(b) Following commencement of construction of a permanent residence, and upon application to and approval by, the Architectural Control Committee, and the posting of a bond and the execution of a utilities agreement a travel trailer or motor home may be permitted to remain on said Property and be occupied by Owner during the period of time from the issuance of a building permit by the County of Riverside, or governing authority to completion of the permanent residence. However, the travel trailer or motor home shall not be permitted to remain on said Parcel for a period in excess of six (6) months unless an extension for a limited specified additional period is requested by the Owner in writing and approved by the Board of Directors. An application for extension must be submitted more than forty (40) days prior to the end of the initial permitted period,. The granting of an extension shall be at the sole discretion of the Board of Directors.

(c) An Owner who has an existing permanent residence on his Parcel may keep his own recreational vehicle (including trailered boat) for his personal use on trips away from the Property on the Parcel which has the permanent residence. However, such a vehicle must be stored where it is not visible from adjacent Properties, and it is not to be used in any manner as an accommodation for persons or animals while on the Property.

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ARTICLE X
REGULATIONS OF OPERATIONS AND USES

Section 1. Permitted Operations and Uses. The following operations and uses are permitted:

(a) Animals may be kept and maintained upon any Parcel in accordance with and as may be permitted by the Zoning Ordinance of the County of Riverside, regulating the same as long as the same are not raised, bred, grazed, maintained or kept for sale, commercial purposes or neglected in such a manner as to create a nuisance which is objectionable or offensive to Members of the Association.

(b) Domestic cats, dogs and birds may be kept as household pets on any Parcel, provided, that they are not kept, bred or raised thereon for commercial purposes, or in quantities deemed unreasonable by the appropriate County of Riverside agency.

(c) Natural surface drainage shall be maintained and no obstruction, diversion or confining of the existing channels through which surface water naturally flows upon and across the Parcels in time of storm shall be made so as to cause damage to other Parcels, or roadways, within the Development.

(d) The construction of any building or structure, once commenced on the Parcel, shall be diligently prosecuted to completion.

Section 2. Prohibited Operations and Uses. The following operations and uses are prohibited:

(a) Heavy industrial or manufacturing, but nothing contained herein shall prohibit the drying, packing, canning, freezing and other acceptable methods of processing fruits, nuts, vegetables and other agricultural products on any Parcel wher such drying, packing, canning, freezing or processing is primarily in conjunction with the agricultural operation on that Parcel or other light industrial or manufacturing use; provided, however, any permanent structure, or other structure, approved by the Architectural Control Committee, and so used shall be at least one hundred (100) feet from the Property lines of the Parcel.

(b) Junk yards or dumps.

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

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(d) Drilling for and/or removal of water, except by a public water agency; provided, however, until such time as a public water agency has commenced service to the Parcels, any Owner who owns, or has permission from the Owner of, water rights may drill and maintain a well on his Property.

(e) Distillation of bones.

(f) Fat rendering.

(g) Stockyard or slaughter of animals, except for the non-commercial slaughter of animals produced on the Parcel.

(h) Grange halls.

(i) The Owner of the Property specifically covenants not to maintain farm labor camps. Farm labor camps are defined as any type of living facilities which house temporary or seasonal labor for the purpose of performing work on the Subject Property or any other Property. Any structures used to house employees of the Owner of the Parcel shall conform to the requirements of Article IX, Section 6.

(j) Community auctions and sales yards.

(k) Menageries, alligator, chinchilla, mink, ostrich or fox farms.

(l) Commercial poultry raising.

(m) Commercial dairies and dairy purposes.

(n) Commercial raising of pigs, sheep, goats or any other animal.

Section 3. Subdivision Regulations. No Owner, lessor or occupant of any portion of the Parcels shall subdivide any portion of the Parcels in any manner, including, without limitation, the filing of subdivision maps, lot splits or sales or leases without the prior approval of applicable County and State regulatory agencies, and without the prior written approval of the Architectural Control Committee. Providing the applicant has met the requirements of the Architectural Control Committee, and paid all fees, approval will not be unreasonably withheld.

Section 4. Cable Television Regulation. If at the time of occupancy of the house constructed on any Lot there is available underground community television antenna connection cable, then no outside television or radio pole or antenna shall be constructed, erected or maintained on any Lot located in such a manner as to be visible from the outside of

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any such building, except by, and with the express prior written consent of the, Architectural Control Committee. Such prior written consent shall not be required in the event said television antenna cable is not available at the date of occupancy of the house constructed on the Lot. Upon written demand of the Architectural Control Committee, and after availability of underground television antenna connection cable, any private antenna shall be promptly removed.

Section 5. Reserved Easement. Declarant reserves to itself, its successors and assigns, together with the right to grant the same to others, road easements for public purposes over and across those portions of the Parcels included within any strips of land shown as "road easements", or similar terminology, or any subdivision map recorded on the Parcels, and an easement as necessary for construction and maintenance of such slopes at a ratio of two (2) horizontal to one (1) vertical and such drainage facilities as required to accomplish the necessary roadways.

The original subdivider of the Property reserved unto itself, its successors and assigns, together with the right to grant all or a part of same to others, easements for the use and benefit of the several authorized public and/or other utilities, included, but not limited to, cable television, sanitary sewers, water, gas, electric, drainage purposes and equestrian purposes, ten (10) feet wide on each side of common lot lines and fifteen (15) feet wide along perimeter lot lines, except where such perimeter lot lines are coincident with road easement center lines, in which case the reservation shall be equal to one-half (1/2) of the width of the total road easement, plus twenty (20) feet.

ARTICLE XI
MISCELLANEOUS

Section 1. Accounting. All funds collected by the Association shall be promptly deposited in a commercial bank account and/or a savings and loan account in an institution to be selected by the Board. Said account shall be designated "DE LUZ RANCHOS ASSOCIATION MAINTENANCE FUND ACCOUNT". The signatures of at lease two (2) Members of the Board, or one (1) Officer who is not a Member of the Board and one (1) Member of the Board, shall be required for the withdrawal of monies from the Association's accounts. The Association shall maintain a "DE LUZ RANCHOS ASSOCIATION RESERVE ACCOUNT". The reserve accounts are those monies that the Board has identified from the annual budget for use to defray the future repair or replacement of, or additions to, those major components which the Association is obligated to maintain. No withdrawals shall be made from said account except to pay the obligations of the Association or to invest in interest bearing accounts. The Board shall maintain complete and accurate books and records of its income and expenses, in accordance with generally accepted accounting

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principals, consistently applied and shall file such tax returns and other reports as shall be required by any governmental entity. The books and records shall be kept at the office of the Association and shall be open for inspection by any Owner at any time during normal business hours.

Section 2. Budgets and Financial Statements.

(a) Financial statements for the Association shall be regularly prepared and distributed to all members, regardless of the number of members or the amount of assets of the Association, as follows:

(1) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year, which budget shall include all of the following:

(A) The estimated revenue and expenses of the Association on an accrual basis;

(B) The identification of the total cash reserves currently set aside;

(C) An estimate of the current replacement costs of the estimated remaining useful life of and the methods of funding used to defray the future repair, replacement or additions to those major components which the Association is obligated to maintain;

(D) A general statement addressing the procedures used for calculation and establishment of those reserves to defray the future repair, replacement or additions to those major components which the Association is obligated to maintain.

(2) An annual report consisting of the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year:

(A) A balance sheet as of the end of the fiscal year;

(B) An operating statement (income) for the fiscal year;

(C) A statement of changes in financial position for the fiscal year; and

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(D) Any information required to be reported under Section 8322 of the Corporations Code.

(b) Ordinarily the annual report referred to in (a)(3) above shall be prepared by an independent accountant for any fiscal year in which the gross income to the Association exceeds $75,000.

(c) If the report referred to in (a)(3) above is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

Section 3. Non-Liability and Indemnification.

(a) General Limitations. Except as specifically provided herein, or as provided by law, no right, power or responsibility conferred on the Board or the Architectural Control Committee by this Declaration, the Articles of Incorporation or the By-Laws shall be construed as a duty, obligation or disability charged upon the Board, the Architectural Committee, any Member of the Board or of the Architectural Control Committee or any other Officer, employee or agent of the Association. No such person shall be liable to any party (other than the Association or a party claiming in the name of the Association) for injuries or damages resulting from such person's acts or omission within what such person reasonably believed to be the scope of his Association duties ("Official Acts"), except to the extent that such injuries or damage result from such person's willful or malicious misconduct. No such person shall be liable to the Association (or to any party claiming in the name of the Association) for injuries or damage resulting from such person's Official Acts, except to the extent that such person's negligence or willful or malicious misconduct.

(b) Bodily Injury Damages Limitation. No person who suffers bodily injury (including without limitation emotional distress or wrongful death) as a result of the tortious act or omission of a volunteer Board Member or volunteer Association Officer shall recover damages from such Board Member or Officer if all of the following conditions are satisfied:

(1) At the time the act or omission occurred, the Board Member or Officer resided within the Association as either a tenant or an Owner;

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(2) The act or omission was performed within the scope of the Board Member's or Officer's Association duties;

(3) The act or omission was performed in good faith;

(4) The act or omission was not willful, wanton or grossly negligent; and

(5) The Association maintained and had in effect at the time of the act or omission occurred and at the time a claim was made, general liability insurance in the amount of at least One Million Dollars ($1,000,000).

A Board Member or Association Officer who at the time of the act or omission received a direct or indirect compensation as an employee from Declarant or from a financial institution which purchased a Lot at a judicial or non-judicial foreclosure of a mortgage or deed of trust is not a volunteer for purposes of this Section 3(b)(5). The payment of actual expenses incurred by a Board Member or Association Officer does not affect the Member's or Officer's status as a volunteer for purposes of this Section 3(b)(5).

(c) Indemnification. The Association shall pay all expenses incurred by, and satisfy any judgment or fine levied against, any person as a result of any action or threatened action against such person to impose liability on such person for his Official Acts; provided that:

(1) The Board determines that such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Association;

(2) In the case of a criminal proceeding, the Board determines that such person had no reasonable cause to believe his conduct was unlawful; and

(3) In the case of an action or threatened action by or in the right of the Association, the Board determines that such a person acted with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

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Any determination of the Board required under this Section 3(c) must be approved by a majority vote of a quorum consisting of Directors who are not parties to the action or threatened action giving rise to the indemnification. If the Board fails or refuses to make any such determination, such determination may be made by the vote of majority of a quorum of the Members of the Association voting at a meeting of the Association called for such purpose; provided that the person to be indemnified shall not be entitled to vote. Payments made hereunder shall include amounts paid and expenses incurred in settling any such action or threatened action. This Section 3(c) shall be construed to authorize payments and indemnification to the fullest extent now or hereafter permitted by applicable law. The entitlement to indemnification hereunder shall inure to the benefit of the estate, executor, administrator, heirs, legatees or devisees of any person entitled to such indemnification.

Section 4. Inspection. The Association, the Committee or their agents, may, from time to time at any reasonable hour or hours, enter and inspect any Property subject to these restrictions to ascertain compliance therewith.

Section 5. Failure to Enforce Not a Waiver of Rights. The failure of the Association or any Property Owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other restrictions.

Section 6. Mutuality, Reciprocity; Runs with Land. All restrictions, covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and and every part and Parcel of the Properties and shall create mutual, equitable servitude upon each Parcel in favor of every other Parcel; shall create reciprocal rights and obligations between the respective Owners of said Parcels, their heirs, successors and assigns; and, shall as to the Owner of each Parcel, his heirs, successors and assigns, operate as covenants running with the land for the benefit of all other Parcels.

Section 7. Paragraph Headings. Paragraph headings, where used herein, are for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraph to which they refer.

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Section 8. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the Ownership, occupation or use of any of the Properties is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

Section 9. Sale of Parcel. Any Owner who sells his Parcel in good faith and for value shall be relieved of the obligation to pay the assessment charges attributable to his Parcel as of the date of recordation of the deed to such Parcel to his purchaser. Such obligation shall thereupon pass to said purchaser, and, if not paid, shall become a lien on such purchaser's Parcel as set forth in Article VI, Section 1 of this Declaration.

Section 10. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any Court, the invalidity of such provisions shall not affect the validity of the remaining provisions hereof.

Section 11. Violation and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association or any Owner or Owners of Parcels.

Section 12. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a vote or by an instrument signed by those Owners having a right to vote, who own not less than fifty-one (51%) percent of the net acreage within the Association. Any amendment must be recorded.

DE LUZ RANCHOS ASSOCIATION, a California Non-Profit Corporation

By: _____ 10-20-88
Michael P. Huebner, President

By: _____
Glen C. Griffith, Secretary

pt 24,1990

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Sept 24,1990

STATE OF CALIFORNIA)
) SS
COUNTY OF RIVERSIDE)

On this 24th day of September in the year 1990, before me, Annette W. Wester , personally appeared Glen C. Griffith personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

SIGNATURE OF NOTARY

OFFICIAL SEAL
ANNETTE W WESTER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires AUG 9, 1993

STATE OF CALIFORNIA)
) SS
COUNTY OF RIVERSIDE)

On this 24th day of September in the year 1990, before me, Annette W. Wester , personally appeared Michael P. Huebner , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

SIGNATURE OF NOTARY

OFFICIAL SEAL
ANNETTE W WESTER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires AUG 9, 1993

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350841

Recording Requested by Packard & Loomis, Inc.

WHEN RECORDED MAIL TO:

Packard and Loomis, Inc.
Agents for DeLuz Ranchos Assoc.
5670 El Camino Real, Suite F
Carlsbad, CA 92008

RECEIVED FOR RECORD
AT 8:30 O'CLOCK A.M.
OCT 11 1989
Recorded in Official Records of Riverside County, California
Recorder
Fees $ 5

NOTICE OF ASSESSMENT

The following described property located in the County of Riverside, State of California, is subject, by provisions of the Declaration of Convenants, Conditions and Restrictions, recorded on October 20, 1970, as Document No. 105777, official records of Riverside County, California, as amended on May 27, 1971, as Document No. 56527, official records of Riverside County, California, as amended August 1, 1979 as Document No. 161804, as amended October 21, 1988 as Document No. 307075 official records of Riverside County, California, to compulsory membership in the DeLuz Ranchos Homeowners Association and such membership requires compulsory payment of dues to the said Association:

Parcels 1 to 111, inclusive, described in that certain May 20-1, recorded in Book 2, Pages 42-68 of Parcel Maps, Office of the County Recorder of Riverside County, State of California; parcels 1-39, inclusive, described in that certain Map 28, recorded in Book 3, Pages 30-39 of Parcel Maps, Office of the County Recorder of Riverside County, State of California, representing a resubdivision of certain of the aforesaid parcels 1-111 parcels 1-81, inclusive, described in Parcel Map 25, recorded in Book 3, Pages 1-14 of Parcel Maps of the County Recorder of Riverside County, State of California, and parcels 1-8, inclusive, described in Parcel Map 20, recorded in Book 2, Pages 93-96 of Parcel Maps of the County Recorder of Riverside County, State of California, all of such parcels collectively known as DeLuz Ranchos.

This Notice of Assessment supercedes that certain "Notice of Assessment" recorded December 2, 1977, as Document No. 240155, Recorded in the Office of the County Recorder, County of Riverside, State of California, pursuant to a change of name and address of the managing agent for the DeLuz Ranchos Association, in that The Loomis Company, Inc., is now PACKARD AND LOOMIS, INC., 5670 EL CAMINO REAL, SUITE F, CARLSBAD, CA. 92008.

Dated this 2nd day of October, 1989.

PACKARD AND LOOMIS, INC.,

Michael E. Packard, President

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On the 2nd day of October, 1989, before me the undersigned, a Notary Public in and for said State, personally appeared MICHAEL E. PACKARD known to me to be the President of PACKARD AND LOOMIS, INC., the Corporation that executed the within instrument, on behalf of the Corporation therein named and acknowledged to me that such Ccorporation executed the same.

WITNESS my hand and official Seal.

NOTARY PUBLIC IN AND FOR SAID STATE

OFFICIAL SEAL

RWS REV. 1
8.C.5.20

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
P. O. Box 1029
San Bernardino, Ca. 92402
Attn: R/W & Land Dept.

131407 131407

RECEIVED FOR RECORD
NOV 16 1971
5 Min. Past 3 o'Clock P M
At Request of
SOUTHERN CALIFORNIA EDISON
Recorded In Official Records
of Riverside County, California
Wm. Dalzell Recorder
FEE $ 2.80

2.80

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT (INDIVIDUAL)

DOCUMENTARY TRANSFER TAX $ None (no consideration)
Stephen R. Stevenson SO. CALIF. EDISON CO.
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX. FIRM NAME

KAISER AETNA, a partnership

(hereinafter referred to as "Grantor(s)"), hereby grant(s) to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and/or equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Riverside, State of California, described as follows:

Elsinore Ind/Pg. None

DISTRICT
Perris
WORK ORDER
6077-1040
IDENTITY
1-1211
MAP SIZE
35-105
APPROVED R/W & LAND DEPARTMENT
BY
SRS:shj
DATE
6-2-71

PM 28

"FOR DESCRIPTION SEE ATTACHED EXHIBIT A."

Grantor(s) agree(s) for themselves, (h.....self), their (h.....) heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on above described easement area.

The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor(s), the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this 3rd day of November, 19 71.

INITIAL HERE

LEGAL APPROVAL

KAISER AETNA, a partnership

By: ROGER HALL

By: MICHAEL G. SMITH

(Agent of the Partnership) Its Authorized Agents GRANTOR(S).

STATE OF CALIFORNIA
COUNTY OF Orange) ss.

On November 3, 1971, before me, the undersigned a Notary Public in and for said state, personally appeared Roger Hall and Michael G. Smith known to me to be the duly authorized agents of all of the partners of the partnership that executed the within instrument, and acknowledged to me that they executed the same for and on behalf of said partnership and that such partnership executed the same.

WITNESS my hand and official seal.

Signature Carol L. Rimmer

Carol L. Rimmer
Name (Typed or Printed)

OFFICIAL SEAL
CAROL L. RIMMER
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Aug. 19, 1973

(SEAL)

Book 3 to 39
Page 30

GRANT OF EASEMENT
KAISER AETNA, a partnership, to
SOUTHERN CALIFORNIA EDISON COMPANY, a corporation
Work Order 6077-1040/1-1211

131407

EXHIBIT A

All streets, roads, and highways as shown on Parcel Map filed in Book 3, pages 30 to 39 inclusive of Parcel Maps, in the office of the County Recorder of said Riverside County.

ALSO, various strips of land 20 feet in width, lying within all those Parcels bounded on one or more sides by said streets, roads, and highways; said 20-foot strips of land shall in all cases lie outside of and be contiguous to the exterior right-of-way line of said streets, roads, and highways.

ALSO, various strips of land 12 feet in width lying adjacent to the perimeter boundary lines of said Parcel Map.

ALSO, various strips of land 6 feet in width lying adjacent to all side and rear parcel lines in said Parcel Map.

None of the rights granted herein shall be so construed so as to permit the Grantee to install or operate television cable antenna systems or similar television reception media, which is not for the sole use of the Grantee in the conduct of its business as an electric public utility.

The Grantee, by the acceptance of this instrument, agrees that in the event the electric service for which said overhead and/or underground line was constructed, is ordered discontinued, and the Grantee is not required by any law, rule or regulation of any governmental authority to furnish electric service or electric energy from said electric overhead and/or underground line, Grantee will, at its own expense, remove and/or abandon in place said overhead and/or underground line from the above-described property within sixty (60) days after the receipt from the Grantor of a notice in writing so to do, and in the event of such removal and/or abandonment in place shall quitclaim all rights acquired under this Grant of Easement.

In the event that any portion of the above-described easement is located within said streets, roads, and highways and said streets, roads, and highways are subsequently fully developed and improved to their ultimate width, dedicated and accepted for public use for street and highway purposes, and in the event that any facilities of the Grantee installed pursuant to the rights granted by this easement are located within said dedicated and accepted street or highway, the Grantee, by acceptance of this document, agrees that said facilities shall, subsequent to such development and improvement, be considered as constructed, operated and maintained under the provisions of the effective franchise ordinance applicable to said street or highway for such facilities granted to Southern California Edison Company by the County of Riverside.

END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

When recorded return to:

Frederick B. Hulting, Jr.
Attorney at Law
27403 Ynez Road, Ste. 207
Rancho California, CA 92390

221361

RECEIVED FOR RECORD
AT 11:00 O'CLOCK A.M.
At Request of
Book 1981, Page 221361
NOV 30 1981
Recorded in Official Records of Riverside County, California
FEES $

GRANT OF EASEMENT

This Agreement made this 15th day of August, 1981, by and between SHARON D. LUND, hereinafter referred to as "Grantor", and H. W. SLUMPFF and LINDA MAURENE SLUMPFF, hereinafter referred to as "Grantee".

WHEREAS, Grantor is the owner of certain real property situated in the unincorporated area of Riverside County, State of California, hereinafter referred to as the "Servient Tenement", and described as follows:

Parcel 33 of Parcel Map 28, as shown by Map thereof on file in Book 3, Pages 30 through 39 inclusive, of Parcel Maps, Records of Riverside County, California.

WHEREAS, Grantee is the owner of certain real property situated contiguous to the Servient Tenement, located in the unincorporated area of Riverside County, California, hereinafter referred to as the "Dominant Tenement", and described as follows:

Parcel 3 of Parcel Map 10639, as shown in Book 54, Page 3 inclusive of Parcel Maps, records of Riverside County, California.

WHEREAS Grantee desires to acquire certain rights in the Servient Tenement;

NOW, THEREFORE, in consideration of the payment of the sum of TEN DOLLARS ($10.00) to Grantor, receipt of which is hereby acknowledged, and for other good and valuable consideration, the parties do agree as follows:

1. Grantor hereby grants to Grantee a non-exclusive easement over the following described property:

A 20 foot easement for the purpose of ingress and egress across Parcel 33 as shown in Book 3, Pages 33-39 in the Riverside County Recorder's Office, the Centerline of which is described as follows:

BEGINNING at the intersection of the westerly line of Parcel Map 10639 as shown in Parcel Map Book 54, Page 4 in the Riverside County Recorder's Office and the northwesterly right of way line of La Cruz Drive:

THENCE, along said northwesterly right-of-way line which is a circular curve of radius 480 feet concave southeasterly through a central angle of 33°55'59", a distance of 284.28 feet to a Point "A" which is the TRUE POINT OF BEGINNING.

THENCE, along a non-tangent circular curve of radius 200 feet, through a central angle of 57°; a distance of 198.97 feet, said curve being concave southeasterly, a radial line from Point "A" bears North 86°33'57" East;

Order: IE2310980
Page 1 of 3
1981-221361 REC ALL
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

221361

THENCE, North 53°33'57" East, a distance of 169.69 feet to a point on the westerly line of Parcel Map 10639.

The sidelines of said easement to be prolonged or shortened as necessary to provide a full and continuous 20 foot easement.

2. The easement granted herein is appurtenant to the Dominant Tenement.

3. The easement granted herein is for the sole purpose of providing a normal vehicular ingress to and egress from the Dominant Tenement, and no other property.

4. The easement granted herein shall be subject to easements, restrictions, reservations, conditions, covenants and rights of way as are of record.

5. Grantee agrees to maintain the easement granted herein in good condition and repair for its use thereof.

6. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

7. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

8. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR

Sharon D. Lund

GRANTEE

D.H.W. Slumpff

Lynda Maureen Slumpff

Order: IE2310980
1981-221361 REC ALL
Page 2 of 3
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

221361

TO 1844 CA (8 74)
(Individual)

TITLE INSURANCE AND TRUST
A TICOR COMPANY

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

On August 25th, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared Sharon D. Lund

, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Royal Clark
Royal Clark

STAPLE HERE

OFFICIAL SEAL
ROYAL CLARK
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My [illegible] EXP. JUL 21, 1983
1333 [illegible] Street, Glendale, CA 91201

(This area for official notarial seal)

TO 1844 CA (8 74)
(Individual)

TITLE INSURANCE AND TRUST
A TICOR COMPANY

STATE OF CALIFORNIA
COUNTY OF Riverside } ss.

On October 30, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared D.H.W. Slumpff and Lynda Maureen Slumpff

, known to me to be the person S whose name S are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Sharon Dial

STAPLE HERE

OFFICIAL SEAL
SHARON DIAL
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Sept 24, 1985

(This area for official notarial seal)

END RECORDED DOCUMENT DONALD D. SULLIVAN, COUNTY RECORDER

5-30-86

174748

Recording requested by
and return to

Rancho California Water District
P.O. Box 174
Temecula, CA 92390

RECEIVED FOR RECORD
AT 11:00 O'CLOCK A.M.

JUL 24 1986

Recorded in Official Records
of Riverside County, California
William E. Conrad
RECORDER

FEE

NO FEES:
EXEMPT PUBLIC AGENCY

PRIVATE WELL AGREEMENT
AND GRANT OF EASEMENT
CLASS II

THIS AGREEMENT is entered into this 11th day of June, 1986, by and between RANCHO CALIFORNIA WATER DISTRICT, hereinafter "District," and SHARON D. LUND, an unmarried woman, hereinafter "Owner."

RECITALS

A. WHEREAS, pursuant to authority conferred by law and by the District's standard form Agency Agreement executed by landowners within the District, the District is appointed agent to manage and control water rights within the District; and

B. WHEREAS, a predecessor in interest of the current Owner has executed the District's standard Agency Agreement and Owner hereby reaffirms its terms; and

C. WHEREAS, District and Owner recognize that it is the general policy of the District that no private water wells shall be drilled or produced on land subject to the District's Agency Agreement except as provided by Resolution 85-10-2; and

D. WHEREAS, pursuant to Resolution 85-10-2, District policy permits District to authorize Class II private wells at Owner's expense in areas receiving District service where quantities of subterranean water may exist which would not otherwise be developed by the District.

der: IE2310980
1986-174748 REC ALL
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

E. WHEREAS, Owner has caused or permitted a water well or water diversion to be constructed on Owner's land in violation of the Agency Agreement and District's Policy. Owner and District have agreed that the violation was unintentional and wish, by this Agreement, to establish the appropriate basis for Owner's continued use and enforcement of the well or water diversion.

COVENANTS

In consideration of the mutual covenants and conditions herein contained, District and Owner hereby agree as follows:

1. That Owner is hereby authorized to operate a water well on the "Well Site Lot," for the benefit of the Well Site Lot and the Additional Benefited Lots, if any, as described in Exhibit "A" to this Agreement which is incorporated herein by reference ("Subject Property").

2. Owner agrees to bear all costs and risks associated with drilling, equipping, maintaining and operating said permitted private well. District assumes no liability for health, safety or any damage incurred in the construction or operation of said private well. Owner shall indemnify and hold District harmless from all liability for health, safety or any damage incurred by construction and operation of said private well.

3. Owner hereby grants to District an easement for free ingress and egress, at reasonable times and places, across the Subject Property for purposes of inspecting and monitoring the use of the private well permitted herein and to ensure compliance with this Agreement.

4. The District makes and has made no representation or warranty, express or implied, that groundwater is available or will continue to be available in sufficient quantity or adequate quality to meet Owner's needs or to make Owner's well economically feasible. District makes and has made no representation or warranty, express or implied, and hereby specifically disclaims any representation or warranty, that Owner has established or is exercising any water right, whether riparian, appropriative or otherwise, valid under the Constitution or laws of California or any court judgment concerning the waters of the Santa Margarita River and its tributaries. Owner shall bear all of its own costs and

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1986-174748 REC ALL
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

risks respecting water rights. This Agreement is solely related to Owner's water development project vis-a-vis District's enforcement of the Agency Agreement and District's private well policy.

5. Owner shall provide, at no cost to District, a completed copy of the State of California, Department of Water Resources, Water Well Drillers Report (Form DRW 188 (rev. 7/76)) to the District.

6. Owner shall sell to the District all water produced from the private water well. The District shall pay to Owner, for all the water produced from the private well, the District's avoided cost of providing water to the Subject Property, including the price of the water production element and the booster pumping element. Owner shall re-purchase from District the water produced by the private well at the District's regular water rate for District water delivered to the Subject Property. The net result will be that the Owner shall pay District $43.56 per acre foot. This is made up of $0.05 per hundred cubic feet ($21.78/acre foot) for debt service and $0.05 per hundred cubic feet for replacement reserve (as of October, 1985). THESE FEES ARE SUBJECT TO ANNUAL ADJUSTMENT BY THE DISTRICT BOARD OF DIRECTORS.

7. District shall read the meter on the private well and shall keep a record of the water measured thereby. In accordance with the District's normal billing schedule, District shall render statements to Owner as though the private well were a District service connection. Each statement shall show: (1) the quantity of water produced from the private well; (2) the amount to be paid by District for such water in accordance with paragraph 6 hereof; (3) the amount to be paid by Owner for such water in accordance with paragraph 7 hereof; and (4) the net amount due to District from Owner for such water. Owner shall pay the net amount of such statement to District subject to District's normal rules and regulations for collection of water bills.

8. Owner shall advance to the District the cost for the District to install metering equipment appropriate for the private well and, as required by the District Rules and Regulations, an appropriate backflow prevention device to protect the District's potable drinking water system. The District will maintain the metering equipment at District's expense. The backflow prevention device shall be tested and maintained at Owner's expense according to District Rules and Regulations.

Order: IE2310980
1986-174748 REC ALL
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

9. This Agreement shall bind Owner's successors, assigns and tenants and any other person or persons who obtain an interest in the Subject Property.

10. This Agreement touches and concerns title to the Subject Property and shall be duly notarized and recorded with the County Recorder, County of Riverside, California.

RANCHO CALIFORNIA WATER DISTRICT

By _____
President

By _____
Secretary

OWNER

_____
SHARON D. LUND

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1986-174748 REC ALL
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

EXHIBIT "A"

As used in the within Agreement, "Subject Property" means:

(1) Well Site Lot: Lot 17 of Parcel Map 28 recorded in Book 3 of parcel maps, at pages 30 through 39 in the County of Riverside, State of California. A portion of Rancho Santa Rosa; and

(2) Additional Benefited Lots: Any one or more of Lots 15, 16, 31, 32 and 33 of Parcel Map 28 recorded in Book 3 of parcel maps, at pages 30 through 39 in the County of Riverside, State of California. A portion of Rancho Santa Rosa; but only for so long as said one or more lots are owned by the same person or persons owning the well site lot described in item (1) hereof.

(Land)

EXHIBIT "A"

1986-174748 REC ALL Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On June 11th, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Sharon D. Lund, personally known to me or proved to me to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same.

WITNESS my hand and official seal.



Notary Public in and for Said
County and State

(SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the Private Well Agreement and Grant of Easement between Rancho California Water District and SHARON D. LUND as set forth above, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of Rancho California Water District pursuant to authority conferred by an adopted Resolution by the Board dated October 11, 1985, and the District consents to recordation thereof by its duly authorized officer or agent.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of July, 19 86.

RANCHO CALIFORNIA WATER DISTRICT

General Manager

STATE OF CALIFORNIA }
COUNTY OF Riverside } ss.

On this 21st day of July in the year 19 86 before me, the undersigned, a Notary Public in and for said State, personally appeared Stan T. Mills, General Manager - Rancho California Water District, personally 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 the Corporation therein named, and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Linda M. Fregoso

Notary Public in and for said State.

OFFICIAL SEAL
Linda M. Fregoso
Notary Public California
Principal Office in
Riverside County
My Comm. Exp. June 17, 1988

ACKNOWLEDGMENT - Corporation - Wolcotts Form 2226CA X - Rev. 5-82
© 1982 WOLCOTTS, INC. (price class B 2)

IE2310980
1986-174748 REC ALL
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

5-30-86

174811

Recording requested by
and return to

Rancho California Water District
P.O. Box 174
Temecula, CA 92390

RECEIVED FOR RECORD
AT 8:00 O'CLOCK A.M.

JUL 24 1986

Recorded in Official Records
of Riverside County, California
[illegible] E. Conley
RECORDER

Fee NO FEES:
EXEMPT PUBLIC AGENCY

PRIVATE WELL AGREEMENT
AND GRANT OF EASEMENT
CLASS II

THIS AGREEMENT is entered into this 11th day of June, 19 86, by and between RANCHO CALIFORNIA WATER DISTRICT, hereinafter "District," and SHARON D. LUND, an unmarried woman, hereinafter "Owner."

RECITALS

A. WHEREAS, pursuant to authority conferred by law and by the District's standard form Agency Agreement executed by landowners within the District, the District is appointed agent to manage and control water rights within the District; and

B. WHEREAS, a predecessor in interest of the current Owner has executed the District's standard Agency Agreement and Owner hereby reaffirms its terms; and

C. WHEREAS, District and Owner recognize that it is the general policy of the District that no private water wells shall be drilled or produced on land subject to the District's Agency Agreement except as provided by Resolution 85-10-2; and

D. WHEREAS, pursuant to Resolution 85-10-2, District policy permits District to authorize Class II private wells at Owner's expense in areas receiving District service where quantities of subterranean water may exist which would not otherwise be developed by the District.

r: IE2310980
1986-174811 REC ALL
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

E. WHEREAS, Owner has caused or permitted a water well or water diversion to be constructed on Owner's land in violation of the Agency Agreement and District's Policy. Owner and District have agreed that the violation was unintentional and wish, by this Agreement, to establish the appropriate basis for Owner's continued use and enforcement of the well or water diversion.

COVENANTS

In consideration of the mutual covenants and conditions herein contained, District and Owner hereby agree as follows:

1. That Owner is hereby authorized to operate a water well on the "Well Site Lot," for the benefit of the Well Site Lot and the Additional Benefited Lots, if any, as described in Exhibit "A" to this Agreement which is incorporated herein by reference ("Subject Property").

2. Owner agrees to bear all costs and risks associated with drilling, equipping, maintaining and operating said permitted private well. District assumes no liability for health, safety or any damage incurred in the construction or operation of said private well. Owner shall indemnify and hold District harmless from all liability for health, safety or any damage incurred by construction and operation of said private well.

3. Owner hereby grants to District an easement for free ingress and egress, at reasonable times and places, across the Subject Property for purposes of inspecting and monitoring the use of the private well permitted herein and to ensure compliance with this Agreement.

4. The District makes and has made no representation or warranty, express or implied, that groundwater is available or will continue to be available in sufficient quantity or adequate quality to meet Owner's needs or to make Owner's well economically feasible. District makes and has made no representation or warranty, express or implied, and hereby specifically disclaims any representation or warranty, that Owner has established or is exercising any water right, whether riparian, appropriative or otherwise, valid under the Constitution or laws of California or any court judgment concerning the waters of the Santa Margarita River and its tributaries. Owner shall bear all of its own costs and

der: IE2310980
1986-174811 REC ALL
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

risks respecting water rights. This Agreement is solely related to Owner's water development project vis-a-vis District's enforcement of the Agency Agreement and District's private well policy.

5. Owner shall provide, at no cost to District, a completed copy of the State of California, Department of Water Resources, Water Well Drillers Report (Form DRW 188 (rev. 7/76)) to the District.

6. Owner shall sell to the District all water produced from the private water well. The District shall pay to Owner, for all the water produced from the private well, the District's avoided cost of providing water to the Subject Property, including the price of the water production element and the booster pumping element. Owner shall re-purchase from District the water produced by the private well at the District's regular water rate for District water delivered to the Subject Property. The net result will be that the Owner shall pay District $43.56 per acre foot. This is made up of $0.05 per hundred cubic feet ($21.78/acre foot) for debt service and $0.05 per hundred cubic feet for replacement reserve (as of October, 1985). THESE FEES ARE SUBJECT TO ANNUAL ADJUSTMENT BY THE DISTRICT BOARD OF DIRECTORS.

7. District shall read the meter on the private well and shall keep a record of the water measured thereby. In accordance with the District's normal billing schedule, District shall render statements to Owner as though the private well were a District service connection. Each statement shall show: (1) the quantity of water produced from the private well; (2) the amount to be paid by District for such water in accordance with paragraph 6 hereof; (3) the amount to be paid by Owner for such water in accordance with paragraph 7 hereof; and (4) the net amount due to District from Owner for such water. Owner shall pay the net amount of such statement to District subject to District's normal rules and regulations for collection of water bills.

8. Owner shall advance to the District the cost for the District to install metering equipment appropriate for the private well and, as required by the District Rules and Regulations, an appropriate backflow prevention device to protect the District's potable drinking water system. The District will maintain the metering equipment at District's expense. The backflow prevention device shall be tested and maintained at Owner's expense according to District Rules and Regulations.

r: IE2310980
1986-174811 REC ALL
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

9. This Agreement shall bind Owner's successors, assigns and tenants and any other person or persons who obtain an interest in the Subject Property.

10. This Agreement touches and concerns title to the Subject Property and shall be duly notarized and recorded with the County Recorder, County of Riverside, California.

RANCHO CALIFORNIA WATER DISTRICT

By _____
President

By _____
Secretary

OWNER

_____
SHARON D. LUND

der: IE2310980
1986-174811 REC ALL
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

EXHIBIT "A"

As used in the within Agreement, "Subject Property" means:

(1) Well Site Lot: Lot 17 of Parcel Map 28 recorded in Book 3 of parcel maps, at pages 30 through 39 in the County of Riverside, State of California. A portion of Rancho Santa Rosa; and

(2) Additional Benefited Lots: Any one or more of Lots 15, 16, 31, 32 and 33 of Parcel Map 28 recorded in Book 3 of parcel maps, at pages 30 through 39 in the County of Riverside, State of California. A portion of Rancho Santa Rosa; but only for so long as said one or more lots are owned by the same person or persons owning the well site lot described in item (1) hereof.

(Land)

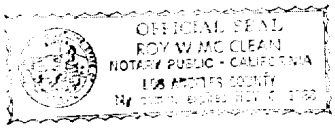
EXHIBIT "A"

der: IE2310980
1986-174811 REC ALL
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On June 11th, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Sharon D. Lund, personally known to me or proved to me to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same.

WITNESS my hand and official seal.



Roy W McClean
Notary Public in and for Said
County and State

(SEAL)

der: IE2310980
1986-174811 REC ALL
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

CERTIFICATE OF ACCEPTANCE

This is to certify that the Private Well Agreement and Grant of Easement between Rancho California Water District and SHARON D. LUND as set forth above, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of Rancho California Water District pursuant to authority conferred by an adopted Resolution by the Board dated October 11, 1985, and the District consents to recordation thereof by its duly authorized officer or agent.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of July, 1986.

RANCHO CALIFORNIA WATER DISTRICT

General Manager

STATE OF CALIFORNIA }
COUNTY OF Riverside } ss.

On this 21st day of July, in the year 1986 before me, the undersigned, a Notary Public in and for said State, personally appeared Stan T. Mills, General Manager - Rancho California Water District, personally 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 the Corporation therein named, and acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal.

Linda M. Fregoso

Notary Public in and for said State.

OFFICIAL SEAL
Linda M. Fregoso
Notary Public California
Principal Office in
Riverside County
My Comm. Exp. June 17, 1988

ACKNOWLEDGMENT - Corporation - Wolcotts Form 222CA X - Rev. 5-82
1982 WOLCOTTS, INC. (price class B 2)

der: IE2310980
1986-174811 REC ALL
Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

084365

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

MAR 21 1995

Recorded in Official Records of Riverside County, California
Recorder
Fees $

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT
26396 Beckman Court
Murrieta, California 92562
Attn: Superintendent

AGREEMENT

This Agreement is entered into by and between the **MURRIETA VALLEY UNIFIED SCHOOL DISTRICT** ("District"), and Canyon Oaks Estates, L.P., a California Limited Partnership, (hereinafter "Owner(s)"), as of the 28th day of February, 1995.

RECITALS:

A. District provides public school educational services for students in kindergarten through grade 12.

B. District lacks adequate school facilities to provide said educational services due to severe overcrowding caused by new residential development, and lacks the necessary funding from state and local sources to fund the construction of new school facilities.

C. Owner(s) are the owners of certain real property within District's boundaries (the "Property"); being described as ~~Parcel~~ Tract Map No. 26477, containing approximately 64 acres to be subdivided into six residential lots. A copy of the legal description for the Property is attached hereto as Exhibit "A". A copy of the Parcel Map is attached hereto as Exhibit "B".

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84365 3 21 95

D. Owner(s) intend at some future date to subdivide the Property for residential development. Such residential development will increase the number of students which District must educate and will burden the already overcrowded school facilities of District.

E. Owner(s) recognize that adequate school facilities will benefit the Property and agree to fully mitigate the impact of their development on District and therefore voluntarily enters into this Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **Agreement to Pay Fees.** Owner(s) hereby agree that at such time as Owner(s) or their successors or assigns seek to obtain building permits from the County of Riverside or the City of Murrieta on all or portions of the Property for residential development, Owner(s) or their successors or assigns will pay to District the amount per residential unit as set forth in the then-current Impact Mitigation Plan on file with the County of Riverside for County Resolution No. 93-131. If County Resolution No. 93-131 is no longer in effect, Owner(s) shall pay District $7,295 per residential unit, which amount shall be adjusted each January 1 (beginning on January 1, 1996) by the increase in the State Construction Index used by the State Office of Local Assistance. Such payment for each residential dwelling unit shall not be due and payable until such time as the building permit is sought for that residential dwelling unit. Upon payment for any residential unit, District shall issue Owner(s) a Certificate of Compliance for that residential unit.

2. **Waiver of Protest.** Owner(s) knowingly and willingly waives their rights of protest as may be afforded by Government Code Section 66008 and 66017, or any other

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84765 3 21 95

substantive or procedural provision of law, in consideration of District immediately issuing Certificates of Compliance upon payment of the fees as referenced in paragraph 1 above.

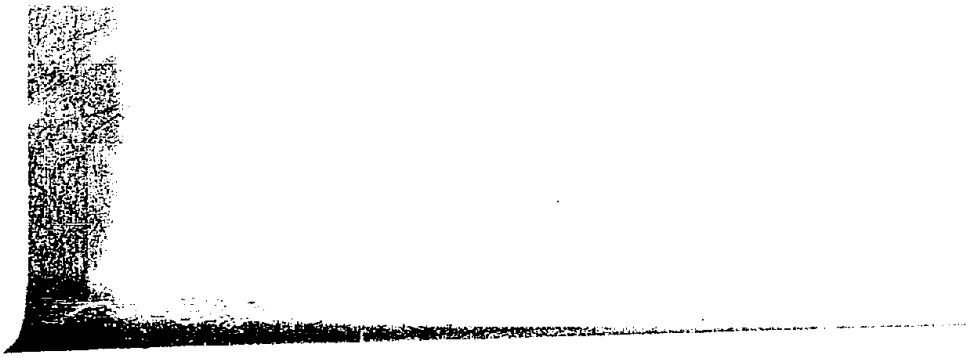
3. **Acknowledgment of Recording.** Owner(s) and District agree that this Agreement will be recorded in the Recorder's Office for the County of Riverside, and that it constitutes a lien against the Property, payable at the time any building permits are obtained. Owner(s) shall be required to pay District the cost of recording this Agreement, if any.

4. **Amendments.** This Agreement may be amended only in writing, signed by all parties; said Amendment to be recorded in the Recorder's Office for the County of Riverside.

5. **Agreement Binding Upon Successors and Assigns.** Owner(s) and District agree that Owner(s) may from time to time dispose of all or portions of the Property. Owner(s) and District agree that this Agreement shall be binding upon all successors and assigns of Owner(s), and shall inure to their benefit. Owner(s) shall provide written notice to District of all assignments or transfers of any interest in the Property within ten (10) days of the assignment or transfer. Upon such written notice of assignment or transfer, Owner(s) shall be released from any further obligation for the payment of mitigation fees for the transferred property or any other obligations under this Agreement regarding the transferred property.

6. **Authority to Enter into Agreement.** Owner(s) and District certify that they are legally empowered to enter into this Agreement. Owner(s) have presented satisfactory written proof to the District that they are the owners of the Property and are authorized to enter into this Agreement. Owner(s) signature(s) on this Agreement must be notarized. District has authorized the Superintendent or designee, by Board action, to enter into this Agreement.

THIS MICROFILM COPYRIGHTED 1995 BY SECURITY UNION TITLE INSURANCE COMPANY, MICROGRAPHICS DIVISION



1995 84365 3 21 95

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7. **Notices.** Any notice to either party shall be in writing and given by delivering the same to such party in person or by sending the same by registered mail, return receipt requested, with postage prepaid, to the following addresses:

If to District: Murrieta Valley Unified School District
26396 Beckman Court
Murrieta, California 92562
Attn: Superintendent of Schools

If to Owner(s): _____

_____

_____

Attn: _____

DATED: March 9, 1995

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Superintendent or Designee

DATED: March 3, 1995

OWNER(S)

Name: Canyon Oaks Estates, L.P.
a California Limited Partnership
by: Topanga Oaks, Inc.
a California corporation
its General Partner

By: _____
Robert L. Wilson
President

Its: _____

OWNER(S)

Name: _____

By: _____

Its: _____

ontract



1995 84365

State of California)
County of ~~Riverside~~ Los Angeles)

On March 3, 1995 before me personally appeared

Robert L. Wilson,

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

WITNESS my hand and official seal.

Phyllis C. Schirmer
Comm. #995462
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
Comm. Expires May 27, 1997

Signature Phyllis C. Schirmer

Its: _____

State of California)
County of Riverside)

On March 9, 1995 before me personally appeared

Roland Werner,

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

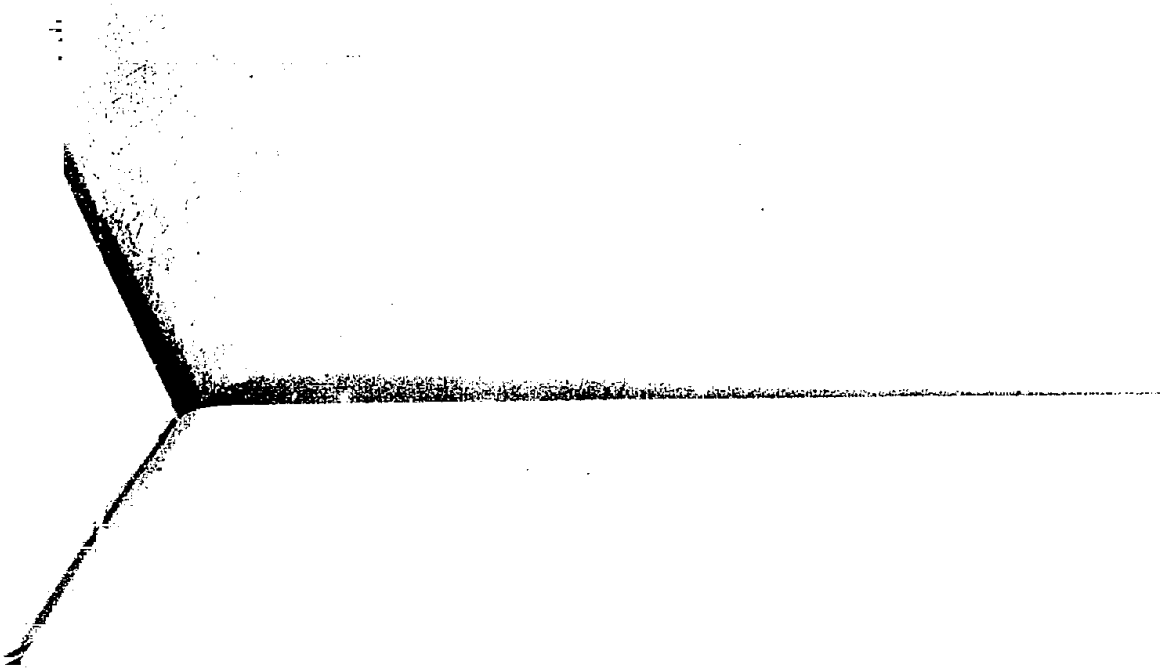
WITNESS my hand and official seal.

RONALD PEACE
Comm. #959046
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Feb. 5, 1998

Signature Ronald Peace

Its: _____

THIS MICROFILM COPYRIGHTED 1995 BY SECURITY UNION TITLE INSURANCE COMPANY, MICROGRAPHICS DIVISION



THIS MICROFILM COPYRIGHTED 1995 BY SECURITY UNION TITLE INSURANCE COMPANY, MICROGRAPHICS DIVISION

EXHIBIT 'A'

LEGAL DESCRIPTION

Parcels 31 - 33, inclusive, of Parcel Map 28, as shown in Parcel Map Book 3, Pages 30 - 39, inclusive, Records of Riverside County, State of California.

Recording Requested By
RANCHO CALIFORNIA WATER DISTRICT
After Recordation Return to:

Rancho California Water District
42135 Winchester Road
Post Office Box 9017
Temecula, California 92589-9017

414128 RECEIVED FOR RECORD AT 8:00 O'CLOCK

OCT 2 9 1996

Space Above This

Recorded in Official Records of Riverside County, California
Recorder
Fees $

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Canyon Oaks Estates, a limited partnership,

hereby GRANT (S) to the RANCHO CALIFORNIA WATER DISTRICT, a public corporation, a perpetual non-exclusive easement and right of way for pipeline or pipelines, together with incidental appurtenances, connections and structures in, over, under, upon, along, through and across the real property situated in the County of Riverside, State of California, hereinafter described.

see attached Exhibits 'A' and 'B', hereby attached and made a part hereof.

Together with the right to grade and improve said right of way and to enter upon and to pass and repass over and along said strip of land for the construction, operation and maintenance of the facilities to be constructed in said easements by the RANCHO CALIFORNIA WATER DISTRICT.

It is understood and agreed that the easements and rights of way acquired herein are subject to the right of the owner, his successors and assigns, to use the surface of the land within the boundary lines of such easements and rights of way to the extent that such use is compatible with the full and free exercise of said easements and rights of way by the RANCHO CALIFORNIA WATER DISTRICT; provided however, that no fences, block walls, or other structures or other improvements shall be constructed upon, over, and along said easements and rights of way without first obtaining the written consent of the RANCHO CALIFORNIA WATER DISTRICT.

No fill or paving of any nature shall be placed or maintained over the surface of the ground, nor shall any earth be removed from the cover of said pipeline after construction, without first obtaining the written approval of the RANCHO CALIFORNIA WATER DISTRICT.

IN WITNESS WHEREOF, this instrument has been executed this 9 day of Feb., 19 96.

CERTIFICATE OF ACCEPTANCE

The undersigned, being the duly appointed agent of RANCHO CALIFORNIA WATER DISTRICT, a public corporation, Riverside County, California, pursuant to its Resolution No. 22, as amended by Resolution No. 195, does hereby accept on behalf of said District the grant of all interests in real estate for public purposes as described in the attached Grant of Easement dated Feb 9 19 96. by and between the RANCHO CALIFORNIA WATER DISTRICT, and Canyon Oaks Estates; A California Limited Partnership

and does hereby certify that the grantee consents to the recordation of said grant.

DATED: FEb. 9, 19 96.

Canyon Oaks Estates, L.P.
A California Limited Partnership
By: Topanga Oaks, Inc.
A California Corporation
Its General Partner
By: Robert L. Wilson
President

Subscribed and sworn to before me this 9th day of February, 1996.
Notary Public in and for the County of Los Angeles, State of Calif.

Phyllis C. Schirmer
Comm. #995462
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
Comm. Expires May 27, 1997

RANCHO CALIFORNIA WATER DISTRICT

By: General Manager "District"

A.P.N. 936-090-012

EXHIBIT ' A '

A portion of Parcel 31, of Parcel Map 28, as per Map on file in Book 3 of Parcel Maps, Pages 30 through 39, inclusive, Records of Riverside County, State of California, as further described as follows;

Beginning at the southwesterly corner of Parcel 31 of said Parcel Map 28;

Thence North 5° 29' 18" West, a distance of 45.66 feet, to the TRUE POINT OF BEGINNING, said point also being on the north right-of-way line of La Cruz Drive;

Thence North 5° 29' 18" West. a distance of 425.00 feet;

Thence North 84° 30' 42" East, a distance of 50.00 feet;

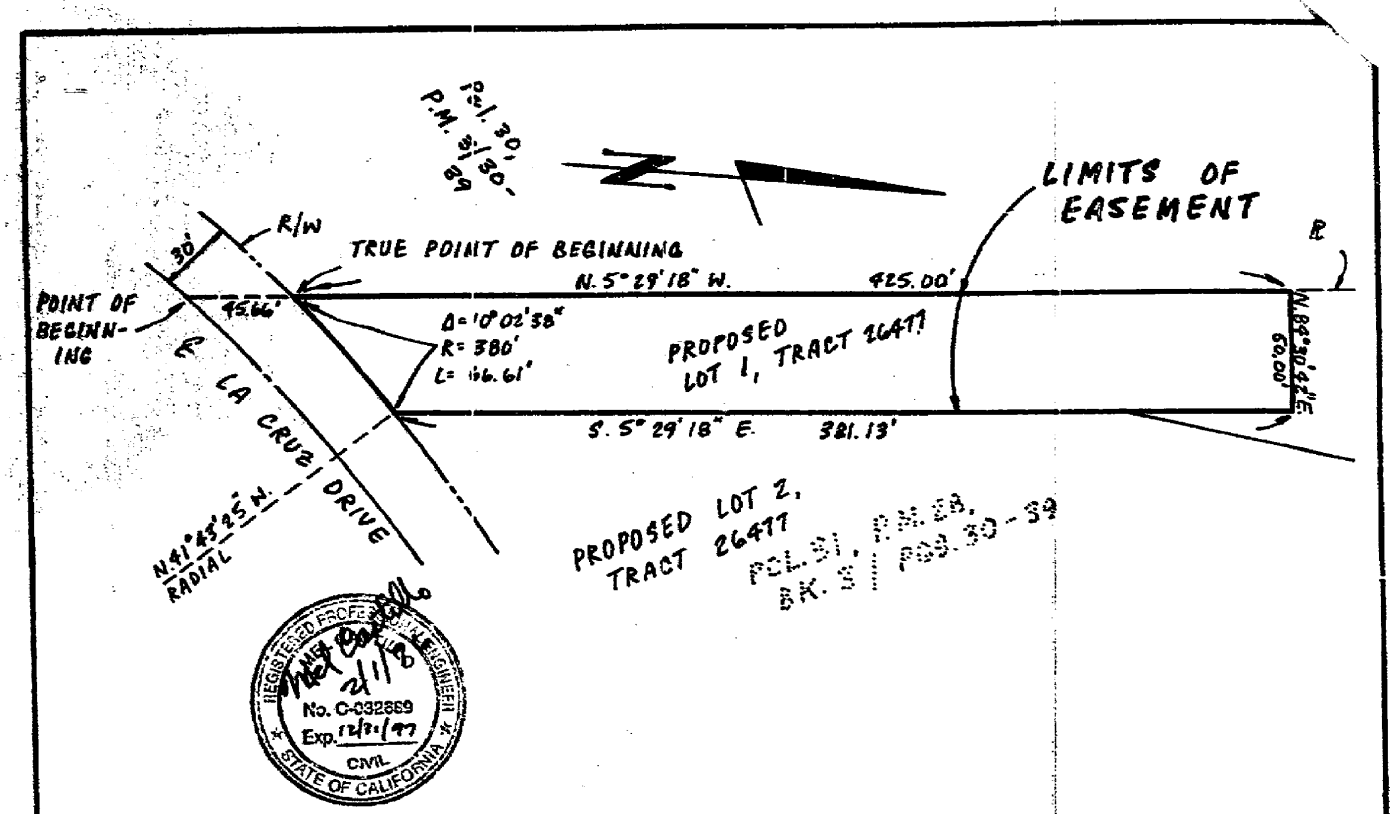
Thence South 5° 29' 18" East, a distance of 381.13 feet, to a point on curve southeasterly, and having an initial radial bearing of North 41° 43' 25" West, said point also being on the north right-of-way line of La Cruz Drive;

Thence southwesterly along said curve and right-of-way line, having a central angle of 10° 02' 38", a radius of 380.00 feet, and an arc length of 66.61 feet, to the TRUE POINT OF BEGINNING.

Said easement contains 0.46 acres, more or less.



Order: IE2310980
1996-414128 REC ALL



This plat is solely an aid in locating the parcel described in the attached document. It is not a part of the written description therein.

Rancho California Water District

EXH.	PREPARED BY:	SUBJECT:	SHEET
B	D² enterprises 39525 Los Alamos Rd Murrieta, CA 92563 909-698-1086	Easement for Waterline and Appurtenances for Tract 26477	1 OF 1 SHEET
		SCALE: 1"=60' DRAWN BY: DFD DATE: 1/12/96 CHKD BY: MC	

Requested By: vanburaj, Printed: 7/19/2023 6:36 PM

FORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 5/20/96 (Date) before me, KATHY S. RILEY (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared J.F. Hennigar (Name(s) of Signer(s))

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

KATHY S. RILEY
COMM. # 1057267
Notary Public — California
RIVERSIDE COUNTY
My Comm. Expires APR 08, 1999

WITNESS my hand and official seal.

Kathy S. Riley
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant of Easement

Document Date: 9th February 1996 Number of Pages: 3

Signer(s) Other Than Named Above: Robert L. Wilson

Capacity(ies) Claimed by Signer(s)

Signer's Name: J.F. Hennigar	Signer's Name:
☐ Individual	☐ Individual
☑ Corporate Officer Title(s): General Manager	☐ Corporate Officer Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney-In-Fact	☐ Attorney-In-Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
RIGHT THUMBPRINT OF SIGNER Top of thumb here	RIGHT THUMBPRINT OF SIGNER Top of thumb here
Signer Is Representing: Rancho California Water District	Signer Is Representing:

© 1994 National Notary Association • 9350 Reseda Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

No 5907

ORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On February 9, 1996 (DATE) before me, Phyllis C. Schirmer, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared Robert L. Wilson (NAME(S) OF SIGNER(S)),

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

Phyllis C. Schirmer
Comm. #995462
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
Comm. Expires May 27, 1997

WITNESS my hand and official seal.

Phyllis C. Schirmer
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☒ ~~CORPORATE OFFICER~~

President
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Canyon Oaks Estates, L.P. a Calif. Limited Partnership by Topanga Oaks Inc., a Calif. corp. its General Partner

DESCRIPTION OF ATTACHED DOCUMENT

Grant of Easement
TITLE OR TYPE OF DOCUMENT

- 3 -
NUMBER OF PAGES

2/9/96
DATE OF DOCUMENT

J. F. Hennigar, General Manager Rancho Water District
SIGNER(S) OTHER THAN NAMED ABOVE

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

DOC # 2024-0064158
03/07/2024 03:39 PM Fees: $27.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

This document was electronically submitted to the County of Riverside for recording
Receipted by: CRISTINA #7700

RECORDING REQUESTED BY: IE
Fidelity National Title Company
Order No. **IE2311513**
Escrow No. **201-40145-MC**
Parcel No. **936-310-001, 936-310-002, 936-310-003, 936-310-004, 936-310-005, 936-310-006** TRA 082016
RETURN RECORDED DOCUMENT and MAIL TAX STATEMENTS TO:
Vogel Corporation
22107 Lynx Court
Murrieta, CA 92562

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS **$1,397.00** and CITY $0

- [X] computed on full value of property conveyed, or
- [ ] computed on full value less liens or encumbrances remaining at the time of sale.
- [X] unincorporated area: [ ] City of **Temecula**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **McDaniel Brothers, LLC, a California Limited Liability Company**

hereby GRANT(S) to **Vogel Corporation, a California Corporation**

the following described real property in the County of **Riverside**, State of California:
LOTS 1 THROUGH 6, INCLUSIVE, OF TRACT NO. 26477, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 265, PAGES 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
More commonly known as: **La Cruz / Avenida Del Oro / Vacant Land, Temecula, CA 92590**

Date February 6, 2024

McDaniel Brothers, LLC

By: Laurence B. McDaniel, Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF San Diego }SS

On 3-7-2024, before me, Melodie Diane Corbin, Notary Public

personally appeared Laurence B. McDaniel,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

MELODIE DIANE CORBIN
COMM. # 2412653
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. SEP. 6, 2026

(Seal)

Mail Tax Statement to: SAME AS ABOVE or Address Noted Below

TRUE COPY CERTIFICATION

(Government Code 27361.7)

SAN BERNARDINO, CALIFORNIA

I certify under penalty of perjury that this material is a true copy of the original material contained in this document.

MELODIE DIANE CORBIN
COMM. # 241265
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. SEP. 6, 2026
VSI1

MELODIE DIANE CORBIN
LAURENCE B. MCDANIEL

Simplifile Recording Operations,
ICE Mortgage Technology

2/7/24

Date

By:
S. Gonzalez

Tax Search

TITLEPOINT

Riverside, California
Searched: 936-310-002
Order: IE2310980

Tax Year: 2022-2023
Tax Cover: 07/14/2023
Searched By: NEXTACE TPSIMAGE LOGIN
Searched On: 7/18/2023 6:15 PM

Company: FIDELITY NATIONAL TITLE | SAN BERNARDINO - (FNFSTR) | 03 | 00036-00011

APN:	**936-310-002**
Described As:	**9.68 ACRES NET IN LOT 2 MB 265/042 TR 26477**
Address:	
City:	**UNINCORPORATED - COUNTY OF RIVERSIDE**
Billing Address:	**P O BOX 2588 FALLBROOK CA 92088**
Assessed Owner(s):	**MCDANIEL BROTHERS**
Search As:	**Lot 2 Map 265/42 (Tr 26477)**

Tax Rate Area:	**082-016**	**Value**		Conveyance Date:	**09/01/2004**
Use Code:	**155**	Land:	**157,710.00**	Conveying Instrument:	**2004-0757754**
AVOCADO GROVE		Improvements:	**11,390.00**	Date Transfer Acquired:	
Region Code:		Personal Property:		Vesting:	
Flood Zone:		Fixtures:	**21,855.00**	Year Built:	
Zoning Code:		Inventory:		Year Last Modified:	
Taxability Code:		**Exemptions**		**Square Footage**	
Tax Rate:	**2.590516 %**	Homeowner:		Land:	**421661**
Bill #:	**2022002654488**	Inventory:		Improvements:	
Issue Date:		Religious:		Tax Defaulted:	
		Personal Property:		Total Tax:	**4,946.72**
		All Other:			
		Net Taxable Value:	**190,955.00**		

Installment	Amount	Interest	Due Date	Status	Payment Date	Balance
1st	**2,473.36**	**247.34**	**12/10/2022**	**PAID**	**11/1/2022**	**0.00**
2nd	**2,473.36**	**285.40**	**4/10/2023**	**PAID**	**11/1/2022**	**0.00**
					Total Balance:	**0.00**

Bonds: **0** Parcel Changed: Sold to State: **0** Mello-Roos: **N** NSF: **N**

Special Liens

Account	Special Lien Description	Amount
01-0000	**GENERAL PURPOSE**	**1,909.55**
03-4520	**MURRIETA VALLEY UNIFIED SCHOOL B & I**	**228.29**
03-9201	**MT SAN JACINTO JR COLLEGE**	**25.21**
04-5351	**METRO WATER DISTRICT WEST 1302999**	**6.68**
28-5291	**RANCHO WATER SANTA ROSA DIVISION**	**788.55**
68-4171	**DE LUZ COMM SVS BENEFIT CHARGE**	**1,064.22**
68-4174	**DE LUZ COMM CSD SHERIFF SPEC TAX**	**158.06**
68-5292	**SANTA ROSA RANCHES WATER STANDBY**	**676.82**
68-5360	**METRO WATER DISTRICT STANDBY WEST**	**89.34**

*****END OF REPORT*****