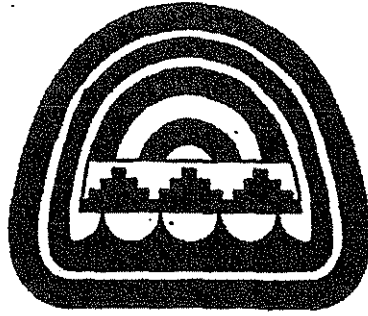




SILVER LAKES

A Resort Community of
McCulloch Properties, Inc.

Declaration of
COVENANTS
and
RESTRICTIONS

A RESORT-RECREATIONAL COMMUNITY JUST NINETEEN MILES FROM VICTORVILLE

Silver Lakes Association Declaration of Covenants and Restrictions

Government Code §12956.1. Discriminatory Restrictions Disclosure.

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

SILVER LAKES ASSOCIATION

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

Silver Lakes Association, a California nonprofit mutual benefit corporation; hereinafter referred to as "Association," being the duly constituted homeowners' association for those certain subdivision maps (and for any subsequent resubdivisions within said tracts) filed in the Office of the Recorder of San Bernardino County, California, as follows:

- Tract No. 8311, recorded October 29, 1974, in Book 8546, of Maps, page 700, and as amended on September 17, 1974, in Book 8517, of Maps, page 481;
- Tract No. 8312, recorded December 3, 1971, in Book 7808, of Maps, page 941;
- Tract No. 8313, recorded January 19, 1972, in Book 7839, of Maps, page 318;
- Tract No. 8314, recorded September 27, 1973, in Book 8276, of Maps, page 808;
- Tract No. 8315, recorded August 14, 1974, in Book 8494, of Maps, page 1090, and as amended on September 17, 1974, in Book 8517, of Maps, page 477;
- Tract No. 8316, recorded October 29, 1974, in Book 8546, of Maps, page 704;
- Tract No. 8317, recorded October 15, 1974, in Book 8536, of Maps, page 1027;
- Tract No. 8318, recorded October 15, 1974, in Book 8536, of Maps, page 1022;
- Tract No. 8319, recorded October 15, 1974, in Book 8536, of Maps, page 1031;
- Tract No. 8320, recorded October 6, 1971, in Book 7768, of Maps, page 739, and as amended on July 5, 1973, in Book 8318, of Maps, page 469, and as amended on February 27, 1975, in Book 8620, of Maps, page 1006;

does hereby amend, as declarant, pursuant to California Civil Code Section 1352.5(b), acting by and through the Association's Board of Directors, the Declaration of Covenants and Restrictions recorded October 6, 1971, in Book 7768 of the Official

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Records, at pages 739, et seq., subject to all subsequent amendments and supplements thereto, as follows:

Paragraph 3, "Definitions," of the aforesaid Declaration of Covenants and Restrictions is hereby amended by deletion of the entire definition of the term "Immediate Family."

Said definition is being hereby deleted in its entirety from the aforesaid Declaration of Covenants and Restrictions pursuant to the authority of the Association's Board of Directors to delete a prohibited restrictive covenant pursuant to Civil Code Section 1352.5(b).

Except for the aforesaid amendment by deletion, the above-described Declaration of Covenants and Restrictions, and all prior amendments and supplements thereto, is hereby restated as if set forth herein in its entirety and is reaffirmed by the Association.

SILVER LAKES ASSOCIATION
A California Nonprofit Mutual Benefit Corporation

By: William Linnemeyer
WILLIAM LINNEMEYER
Its President

By: Al Verme
AL VERME
Its Secretary

CERTIFICATE OF SECRETARY

The undersigned, as the duly appointed or acting Secretary of Silver Lakes Association, a California nonprofit mutual benefit corporation, does hereby certify that the foregoing Amendment was duly authorized and approved by the duly constituted Board of Directors of this corporation at a duly noticed meeting of said Board at which a quorum was present.

Dated: December 18, 2000

Al Verme
AL VERME, Secretary
Silver Lakes Association

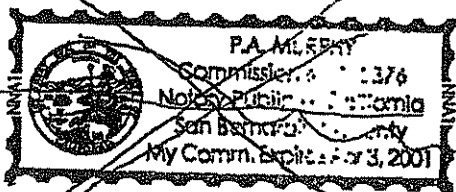
ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF ~~SAN BERNARDINO~~) SS.

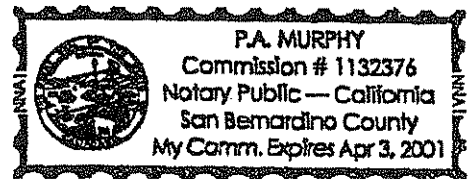
On this 19TH day of DECEMBER, 2000, before me, P.A. MURPHY, a Notary Public, State of California, duly commissioned and sworn, personally appeared WILLIAM LINNEMEYER, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



P.A. Murphy
Notary Public, State of California

ACKNOWLEDGMENT

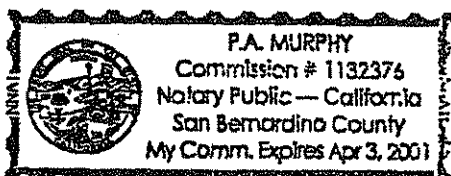


STATE OF CALIFORNIA)

) SS.
COUNTY OF ~~SAN BERNARDINO~~)

On this 19TH day of DECEMBER, 2000, before me, P.A. MURPHY, a Notary Public, State of California, duly commissioned and sworn, personally appeared AL VERME, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



P.A. Murphy
Notary Public, State of California

AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
SILVER LAKES

McCulloch Properties, Inc., a Delaware corporation, hereinafter referred to as Declarant, being the owner of record of not less than three-fourths (3/4) of the lots shown in those certain subdivision maps filed in the Office of the Recorder of San Bernardino County, California as follows:

Tract No. 8311, recorded October 29, 1974, in Book 8546 of Maps, Page 700, and as amended on September 17, 1974, in Book 8517 of Maps, Page 481.

Tract No. 8312, recorded December 3, 1971, in Book 7808 of Maps, Page 941.

Tract No. 8313, recorded January 19, 1972, in Book 7839 of Maps, Page 318.

Tract No. 8314, recorded September 27, 1973, in Book 8276 of Maps, Page 808.

Tract No. 8315, recorded August 14, 1974, in Book 8494 of Maps, Page 1090, and as amended on September 17, 1974, in Book 8517 of Maps, Page 477.

Tract 8316, recorded October 29, 1974, in Book 8546 of Maps, Page 704.

Tract 8317, recorded October 15, 1974, in Book 8536 of Maps, Page 1027.

Tract 8318, recorded October 15, 1974, in Book 8536 of Maps, Page 1022.

Tract 8319, recorded October 15, 1974, in Book 8536 of Maps, Page 31.

Tract 8320, recorded October 6, 1971, in Book 7768 of Maps, Page 739, and as amended on July 5, 1973, in Book 8318 of Maps, Page 469, and as amended on February 27, 1975, in Book 8620 of Maps, Page 1006

hereby amend the Declaration of Covenants and Restrictions recorded October 6, 1971 in Book 768 of Official Records, Page 739; and Amendment thereto recorded July 5, 1973, in Book 8318 of Official Records, Page 469 as follows:

Paragraphs 7c [(4a) aa and cc] are amended in full to read:

(aa) A front yard minimum depth of which shall be a least fifty (50) feet measured from the centerline of the street or road serving such lot, but in no event less than twenty-five (25) feet measured from the front lot line of such lot; and,

(cc) A rear yard the minimum depth of which, measured from the rear lot line of such lot, shall be the depth necessary to provide a rear yard having an area equal to twenty percent (20%) of the gross area of such lot. (The gross area of a lot shall be the area bounded on the rear by the rear lot line, on any side by the inner side lot lines, and on the front by a line parallel to rear lot line commencing at that point on the front lot line which is the farthest distance from the rear lot line.) Such minimum depth shall in any event be not less than twenty-five (25) feet; however, that the foregoing shall not apply to any lake-front lots. The rear building setback line of any lake-front lot may vary with each lot. Said rear setback line shall be established for each lot at a point adjoining the four (4) foot wide percolation strip, which, in turn, shall immediately adjoin the termination of the soil cement lining of the lake with the exception of a boat

shelter, pier or similar structure, the size, design, construction and placement of which has been approved by the Environmental Control Committee.

IN WITNESS WHEREOF, the undersigned have executed this Amendment this 4th day of September, 1975.
McCULLOCH PROPERTIES, INC.,
a Delaware Corporation

by (s) Johanna K. Kobli
Johanna K. Kobli,
Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 4th day of September, 1975, before me Janice E. Hart a Notary Public, in and for the State of Arizona, duly commissioned and sworn, personally appeared Johanna K. Kobli known to me to be the Vice President of the corporation described herein and that he/she executed the same for the purposes therein stated by signing his/her name as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Maricopa the day and year in this Certificate first above written.

(s) Janice E. Hart
Notary Public

My Commission Expires January 29, 1977

CERTIFICATE

The undersigned, Charles T. Thompson, the duly elected and Acting Secretary of the Silver Lakes Association, a California non-profit corporation, hereby certifies that the above and foregoing Amendment to Declaration of Covenants and Restrictions has been approved by the membership of said Association in accordance with Paragraph 19a of said Covenants and Restrictions.

SILVER LAKES ASSOCIATION,
a California nonprofit corporation

By (s) Charles T. Thompson

**CERTIFICATE OF AMENDMENT OF
DECLARATION OF COVENANTS AND RESTRICTIONS
SILVER LAKES**

LUCILLE S. HEWITT and CHARLES T. THOMPSON hereby certify:

I

That they are the President and Secretary, respectively, of the Silver Lakes Association, a California nonprofit corporation (the "Association").

II

That Dart Industries Inc. ("Dart"), a Delaware corporation, the original developer of the subdivision known as "Silver Lakes", San Bernardino County, California, caused a Declaration of Covenants and Restrictions (the "Declaration") to be recorded with respect to the Development (as same is defined in said Declaration) on October 6, 1971, in Book 7768 of Official Records of Recorder of the County of San Bernardino, California at Page 739, which said Declaration has been amended by Amendment to Declaration recorded on July 5, 1973, in Book 8318 of Official Records of said County at Page 469, and again on February 27, 1975, in Book 8620 of Official Records at Page 1006, and which said Declaration has been incorporated by reference in and supplemented by those certain Supplemental Declarations of Covenants and Restrictions recorded in the Official Records of said County as follows:

<u>Date</u>	<u>Book</u>	<u>Page</u>	<u>Tract No.</u>
December 3, 1971	7808	941	8312
January 19, 1972	7839	318	8313
September 27, 1973	8276	808	8314
August 14, 1974	8494	1090	8315
September 17, 1974	8517	477	as amended on
October 29, 1974	8546	700	8311
September 17, 1974	8517	481	as amended on
October 29, 1974	8546	704	8316
October 15, 1974	8536	1022	8618
October 15, 1974	8536	1027	8317
October 15, 1974	8536	1031	8319

III

That the real property with respect to which said Declaration was recorded is all that real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference. (See pages 11-15)

IV

That certain portions of the real property described on Exhibit "A" have not been developed, and do not constitute lots within the Development for the purpose of membership in the Association or the exercise of voting privileges.

V

That there are 3, 177 lots within the Development for the purpose of membership in the Association and the exercise of voting privileges; and that there are no condominiums within the Development; and that the Lodge owner is entitled to 13 votes.

VI

That the Declaration of Covenants and Restrictions provides for amendment thereof upon the vote or written consent of owners of record owning not less than three-fourths (3/4) of the lots and condominiums within the Development approving the proposed amendment.

VII

That, following issuance of an Order by the State of California Department of Real Estate under Section 11018.7 of the California Business and Professions Code, a proposal to amend the Declaration of Covenants and Restrictions in certain particulars was submitted to the owners of lots within the Development and the owner of the Lodge.

VIII

That the number of lots with respect to which affirmative votes were cast was 2,970; and that the owners of record of not less than three-fourths (3/4) of the lots within the Development have adopted and approved said amendments by written ballot.

IX

That the Declaration of Covenants and Restrictions is hereby declared to be amended in the following particulars:

A. Paragraph 1 d(5) is hereby amended to read in full as follows:

"(5) An Equestrian Center consisting of approximately sixteen (16) acres with barn and riding ring."

B. Paragraph 11 c (2) is hereby amended to read in full as follows:

"(2) A member who owns an unimproved Multiple Family Residential Lot shall be entitled to a minimum number of votes based on one-eighth (1/8) of the maximum allowable number of dwelling units permitted by San Bernardino County on such lots. Said minimum number of votes will remain in effect until the number of dwelling units constructed on the lot exceeds said minimum number, at which time the votes for such lot shall be as determined by Subsection (c) immediately following."

C. Paragraph 12 b (2) (a) is hereby amended to read in full as follows:

"(a) A unit of assessment shall be arrived at by taking the amount required under subparagraph (1) above and dividing it by the sum of (i) the number of single family residential lots, plus (ii) the number of units of assessment applicable to unimproved multiple family residential lots, plus (iii) the number of apartment units and condominiums on an improved multiple family lot, plus (iv) twenty per cent (20%) of the number of living units in the Lodge."

D. Paragraph 12 b (2) is hereby amended to read in full as follows:

"(b) The owner of each single family residential lot shall be assessed one unit of assessment; the owner of each unimproved multiple family lot shall be assessed a minimum number of units of assessment based on one-eighth (1/8) of the maximum allowable number of dwelling units of condominiums permitted by San Bernardino County on such lots; the owner of an improved multiple family lot shall be assessed one unit of assessment for each apartment unit thereon; and the owner of each condominium shall be assessed one unit of assessment; and the owner of the Lodge shall be assessed twenty percent (20 %) of the product of one unit of assessment (as determined under paragraph 2 a above) multiplied by the number of living units in the Lodge."

IN WITNESS WHEREOF, the undersigned, have executed this Certificate this 21 st day of July, 1975.

ASSOCIATION,

corporation

SILVER LAKES

a California nonprofit

By (s) Lucille S. Hewitt
Lucille S. Hewitt, President

State of Arizona)
) ss.
County of Maricopa)

On this 21st day of July, 1975, before me Janice E. Hart, a Notary Public, in and for the State of Arizona, duly commissioned respectively, of the corporation described herein and that they executed the same for the purposes therein stated by signing their names as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county of Maricopa the day and year in this Certificate first above written.

(s) Janice E. Hart
Notary Public, State of Arizona

My Commission Expires: January 29,

1977

CERTIFICATE OF AMENDMENT OF
DECLARATION OF COVENANTS AND RESTRICTIONS
SILVER LAKES

LUCILLE S. HEWITT and CHARLES T. THOMPSON hereby certify:

- a. That they are the President and Secretary, respectively, of the Silver Lakes Association, a California nonprofit corporation (the "Association").
- b. That Dart Industries Inc. ("Dart"), a Delaware corporation, the original developer of the land project known as Silver Lakes, San Bernardino County, California, caused a Declaration of Covenants and Restrictions (the "Declaration") to be recorded with respect to the Development (as the same is defined in said Declaration) on October 6, 1971, in Book 7768 of Official Records of Recorder of the County of San Bernardino, California at Page 739, which said Declaration has been amended by Amendment to Declaration recorded on July 5, 1973 in Book 8318 of Official Records of said County at Page 469, and which said Declaration has been incorporated by reference in and supplemented by those certain Supplemental Declarations of Covenants and Restrictions recorded in the Official Records of said County as follows:

<u>Date</u>	<u>Book</u>	<u>Page</u>	<u>Tract No.</u>
December 3, 1971	7808	941	8312
January 19, 1972	7839	318	8313
September 27, 1973	8276	808	8314
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September 17, 1974	8517	477	as amended on
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September 17, 1974	8517	481	as amended on
October 29, 1974	8546	704	8316
October 15, 1974	8536	1022	8318
October 15, 1974	8536	1027	8317
October 15, 1974	8536	1031	8319

- c. That the real property with respect to which said Declaration was recorded is all that real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference. (See pages 11-15)
- d. That certain portions of the real property described on Exhibit "A" have not been developed, and do not constitute lots within the Development for the purpose of membership in the Association or the exercise of voting privileges.
- e. That there are 2,956 lots within the Development for the purpose of membership in the Association and the exercise of voting privileges; and that there are no condominiums within the Development; and that the Lodge owner is entitled to 13 votes.
- f. That the Declaration of Covenants and Restrictions provides for amendment thereof upon the vote or written consent of owners of record owning not less than three-fourths (3/4) of the lots and condominiums within the Development approving the proposed amendment.
- g. That, following issuance of an Order by the State of California Department of Real Estate under Section 11018.7 of the California Business and professions Code, a proposal to amend the Declaration of Covenants and Restrictions in certain particulars was submitted to the owners of lots within the Development and the owner of Lodge.
- h. That the number of lots with respect to which affirmative votes were cast was 2804; and that the owners of recorded of not less than three-fourths (3/4) of the lots within the Development have adopted and approved said amendments by written ballot.
- i. That the Declaration of Covenants and Restrictions is hereby declared to be amended in the following particulars:
- j. Paragraph 1d. is hereby amended to read in full as follows:

"d. The following community facilities will be created and/or constructed in the Development by Declarant:

- (1) A South Lake consisting of approximately one hundred twelve (112) acres with beach area, docking and launching facilities.
- (2) A North Lake consisting of approximately one hundred sixty-five (165) acres with beach area, marina, docking and launching facilities.
- (3) A Golf Course Complex consisting of approximately two hundred ten (210) acres with a twenty-seven-hole golf course, driving range and appurtenances.
- (4) A Main Recreation Center consisting of approximately five (5) acres with swimming pool, whirlpool, tennis courts, locker room, shuffleboard, parking area and restaurant facilities.
- (5) An Equestrian Center consisting of approximately six (6) acres with barn and riding ring.
- (6) Equestrian Trails.
- (7) A Cottonwood Park and Wildlife Preserve consisting of approximately thirty-two (32) acres.
- (8) Park Areas.
- (10) Miscellaneous Recreational Area."

2. Paragraph 1e. is hereby amended to read in full as follows:

"c. There will also be constructed within the Development a sixty-five (65) unit lodge which will be privately owned and operated."

3. The definition of the term "Community Facilities" as set forth in Paragraph 3 is hereby amended to read in full as follows:

"COMMUNITY FACILITIES. The term "Community Facilities" shall mean the facilities described in Paragraph 1d above owned by the Association and located, or to be located, within the Development and any other facilities of a similar nature situated in the Development which the Association may from time to time own, lease, operate or otherwise control."

4. The definition of the term "Condominium as set forth in Paragraph 3 is hereby amended to read in full as follows:

"CONDOMINIUM. The term "Condominium" shall mean an estate in real property consisting of an undivided interest in common in a lot or parcel of real property zoned for condominium purposes together with a separate exclusive interest in a single family residential apartment unit in a building situated on such real property."

5. Subparagraph (9) (e) of paragraph 7a. is hereby amended to read in full as follows:

"(e) Not more than one "for sale" or "for rent" sign having an maximum face area of three (3) square feet, and conforming to the rules and specifications of the Environmental Control Committee, on each residential lot or condominium, and"

6. Subparagraph (26) of paragraph 7a. is hereby amended to read in full as follows:

"(26) No Single Family Residential Lot shall be resubdivided."

7. Subparagraphs (1), (2) and (3) of paragraph 7c. are hereby amended to read in full as follows:

"(1) Such lot shall be used only for single family residential purposes and no more than one residence shall be constructed on any single family residential lot, except that a guest house meeting all requirements of the applicable laws of the County in effect from time to time may be constructed on a single family residential lot upon obtaining approval of the Environmental Control Committee.

"(2) Every residential dwelling (including a guest house) shall contain not less than that number of square feet of fully enclosed floor area to be devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks, garages, carports and other outbuildings) as shall be specified or permitted by the Environmental Control Committee.

"(3) No structure or improvement shall be constructed having a height of more than two stores; provided, however, that the height of a structure of improvement may exceed two stories if permissible by law and if the Environmental Control Committee determines that the proposed height is compatible with the physical site involved and adjoining properties."

8. Subparagraph (4)(a)(bb) of paragraph 7c is hereby amended to read in full as follows:

“(bb) A side yard the minimum width of which shall be ten (10) feet along one inner side lot line and five (5) feet along the other inner side lot line of such lot; and”

9. Subparagraph (6) of paragraph 7c. is hereby amended to read in full as follows.

“(6) No reflective finishes (other than glass) shall be used on exterior surfaces (other than surfaces of hardware fixtures.)”

10. Subparagraphs (1), (2) and (3) of paragraph 7d are hereby amended to read in full as follows:

“(1) Each Multiple Family Residential Lot shall have not more than that number of apartment units or Condominium Units as shown with respect to each such lot in the applicable Covenants and Restrictions.

“(2) Each apartment unit or condominium unit shall contain not less than the number of square feet of fully enclosed floor area to be devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks, garages, carports, and other outbuildings) as shown in the applicable Covenants and Restrictions.

“(3) The height limitations of each building and the special yard requirement, if any, shall be that shown with respect to each lot in the applicable Covenants and Restrictions

11. Subparagraph (1) of paragraph 7f. is hereby amended to read in full as follows:

“(1) Subject to the Association Rules, the following persons shall have the exclusive right of use of all Common Areas and Community Facilities:

- (a) Members of the Association, their immediate families, guests and the tenants of such members.
- (b) Guests of the Lodge.
- (c) Declarant, its invitees, guests, tenants, employees and agents, and its successors and assigns, while Declarant, its successors or assigns are engaged in the Development and/or sale of property within the Development.
- (d) Such other persons or entities as the Association shall from time to time grant the right of use; provided, however, that Declarant, its successors and assigns, shall have the right to open the Common Areas and Community Facilities to members of the general public from time to time, and to establish and collect reasonable user charges for the use thereof by the general public and by members of the Association, prior to such time as title to said Common Areas and Community Facilities vests in Association; provided further, however, that this provision is not intended in any way whatsoever to grant unto the general public and right, title or interest whatsoever in or to the Common Areas or Community Facilities or any part thereof.”

12. Paragraph 7i. is hereby added to the Declaration of Covenants and Restrictions to read in full as follows:

(1). GENERAL RESTRICTIONS TO PREVENT DETERIORATION OF LAKE QUALITY.

In addition to being subject to each and every covenant and restriction as set forth above in this paragraph 7 which is otherwise applicable, all Lake Front Lots, as well as each and every other lot as may be designated from time to time by the Environmental Control Committee as a “Lake Quality Control Lot”, is and shall be subject to the following covenants and restrictions:

- (1) Lawn area and the type of, and location of, vegetation which may be planted within or upon any Lake Front Lot or Lake Quality Control Lot shall be as prescribed by the Environmental Control Committee.
- (2) No fertilizers containing molecular nitrates or phosphates shall be used or placed upon or within any Lake Front Lot or Lake Quality Control Lot; and only such fertilizers shall be used, at such times and in such manner, as prescribed by the Environmental Control Committee.”

13. Subparagraph (1) of paragraph 10a. is hereby amended to read in full as follows:

"(1) The Committee shall consist of three (3) members. Each of said members shall hold his office until such time as he has resigned, has been removed, or his successor has been appointed."

14. Subparagraph (4) of paragraph 11d. is hereby stricken in its entirety from the Declaration of Covenants and Restrictions.

15. Subparagraph (7)(a) of paragraph 11d. is hereby amended to read in full as follows:

"(a) Fire and extended coverage insurance on all property owned by the Association from time to time, the amount of such insurance to be not less than ninety percent (90%) of the aggregate full insurable value, meaning actual replacement value (exclusive of the cost of excavation, foundations and footings), of such improvements as determined by the Association;"

16. Subparagraph (10) of paragraph 11d. is hereby amended to read in full as follows;

"(10) Subject to the right of Declarant to appoint and remove members of the Environmental Control Committee, pursuant to Paragraphs 10 a(2) and 110 a(3) hereof, the Association shall appoint and remove members of the Environmental Control Committee and ensure that at all times there is a duly constituted and appointed Environmental Control Committee."

17. Subparagraph (1) of paragraph 11 e. is hereby amended to read in full as follows:

"(1) The Association shall have the power and authority at any time without liability to any Owner to enter upon any lot for the purpose of enforcing these Covenants and Restrictions, or for the purpose of maintaining any such lot, and any improvements thereon, at the expense of the Owner thereof, if for any reason whatsoever the Owner thereof fails to maintain such lot or any structure thereon as required under these Covenants and Restrictions, and for the purpose of removing therefrom any improvement constructed or maintained on any lot contrary to the provisions of these Covenants and Restrictions. The Association shall have the power to commence and maintain actions to restrain and enjoin any breach or threatened breach of these Covenants and Restrictions."

18. Paragraph 14 is hereby amended to read in full as follows:

"14. ASSESSMENT LIEN AND DEFAULT IN PAYMENT OF ASSESSMENTS.

"a. Each assessment under Paragraph 12b, c and d shall be a separate, distinct, personal obligation of the Owner against whom it is assessed. If the Owner does not pay such assessment when due, the Owner shall be deemed to be in default, and, in addition to any other remedies herein or by law provided for the enforcement of such assessment obligation, the Association may enforce each such obligation as follows:

"(1) Within sixty (60) days after the occurrence of any such default, the Association may give a notice to the defaulting Owner, stating the date of the delinquency and the amount of the delinquency. Delinquent payments shall bear interest at the rate of nine percent (9%) per annum from the due date thereof. If such delinquency is not paid within ten (10) days after the date of such notice, the Association may file a claim of lien against the property of such defaulting Owner. The amount of any such delinquent assessment plus interest thereon at the rate of nine percent (9%) per annum and costs of collection thereof (including attorneys' fees) shall be and become a lien against the property of such defaulting Owner immediately upon recordation of a notice of default in the Office of the Recorder of San Bernardino County. Such notice of default shall state, (1) the name of the defaulting Owner, (2) a description of the property against which claim of lien is made, (3) that the claim of lien is made pursuant to these Covenants and Restrictions in an amount equal to the delinquent assessment and other charges as provided herein, and (4) the right of the Owner to cure the default.

"(2) Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a mortgage under power of sale. In the event such foreclosure is by action in court, costs and reasonable attorneys' fees shall be allowed. In the event the foreclosure is under power of sale, the Board, or any person designated by it in writing, shall be deemed to be acting as the agent of the Association for conduct of the sale and shall be entitled to expenses and to such fees as may be prevailing at the time the sale is conducted or as may be allowed by law.

"b. For the purpose of this Paragraph, a certificate executed by any two (2) members of the Board shall be conclusive upon the Board, the Association and the members of Association in favor of any and all persons who rely thereon in good faith as to matters therein contained, and any member of the Association shall be entitled to such a

Certificate setting forth the amount of any due and unpaid assessments with respect to his property (or the fact that all such assessments due are paid if such is the case) within fifteen (15) days after demand therefor and upon payment of a reasonable fee."

19. Paragraph 19 is hereby amended to read in full as follows:

"19. NOTICES; DOCUMENTS; DELIVERY.

Any notice or any other document permitted or required by these Covenants and Restrictions to be delivered may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: if to an Owner, at the address from time to time given by such Owner to the Association for the purpose of service of such notice, or, if no such address has been so given, then at any lot or condominium within the Development owned by the Owner; provided, however, that any such address may be changed from time to time by any Owner, by notice in writing, delivered to the Association."

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 19th day of February, 1975.

SILVER LAKES ASSOCIATIO,
a California nonprofit corporation

By _____ (s) Charles T. Thompson
Secretary

By _____ (s) Lucille S. Hewitt
President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 19th day of February, 1975 before me, Diana Marie Strumer, a Notary Public State of Arizona duly commissioned and sworn, personally appeared Lucille S. Hewitt and Charles S. Thompson known to me to be the President and Secretary of the corporation described in and that executed the within instrument, and also 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 same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Maricopa the day and year in this certificate first above written.

Diana Marie Strumer
Notary Public, State of Arizona

My Commission Expires: May 20, 1977

EXHIBIT A

SILVER LAKES
REAL PROPERTY SUBJECT TO DELCARATION OF
COVENANTS AND RESTRICTIONS

All that real property in the unincorporated area of the County of San Bernardino, State of California, more particularly described as follows:

PARCEL NO. 1:

Lots 1 to 352 inclusive and Lot Z of Tract No. 8311, in the County of San Bernardino, State of California, as per Map recorded in Book 121, Pages 69 to 77 inclusive, of Maps, in the Office of the County Recorder of said County.

PARCEL NO. 2:

Lots 1 to 451 inclusive and Lots Y and Z of Tract No. 8312, in the County of San Bernardino, State of California, as per Map recorded in Book 112, Pages 42 to 52 inclusive, of Maps, in the Office of the County Recorder of said County.

PARCEL NO. 3:

Lots 1 to 234 inclusive and Lots Y and Z of Tract No. 8313, in the County of San Bernardino, State of California, as per Map recorded in Book 112, Pages 59 to 67 inclusive, of Maps, in the Office of the County Recorder of said County.

PARCEL NO. 4:

Lots 1 to 17 inclusive, Lot 19, Lots U to Z inclusive, and that strip of land shown and described as the "Alley" of Tract No. 8314, in the County of San Bernardino, State of California, as per Map recorded in Book 119, Pages 79 to 91 inclusive, Maps, in the Office of the County Recorder of said County.

PARCEL NO. 5

Lots 1 to 166 inclusive, Lots 168 to 255 inclusive, and Lots Y and Z of Tract No. 8315, in the County of San Bernardino, State of California, as per Map recorded in Book 120, Pages 96 to 107 inclusive, of Maps, in the Office of the County Recorder of said County.

PARCEL NO. 6:

Lots 1 to 287 inclusive and Lots W,X, Y and Z of Tract No. 8316, in the County of San Bernardino, State of California, as per Map recorded in Book 118, Pages 75 to 84 inclusive, of Maps, in the Office of the County Recorder of said County.

PARCEL NO. 7:

Lots 1 to 318 inclusive and Lots Y and Z of Tract No. 8317, in the County of San Bernardino, State of California, as per Map recorded in Book 115, Pages 8 to 15 inclusive, of Maps, in the Office of the County Recorder of said County.

PARCEL NO. 8:

Lots 1 to 197 inclusive and Lots H to Z inclusive of Tract No. 8318, in the County of San Bernardino, State of California, as per Map recorded in Book 121, Page 78 to 85 inclusive, of Maps, in the Office of the County Recorder of said County.

PARCEL NO. 9:

Lots 1 to 15 inclusive, Lots 17 to 398 inclusive, and Lot Z of Tract No. 8319, in the County of San Bernardino, State of California, as per Map recorded in Book 121, Pages 86 to 95 inclusive, of Maps, in the Office of the County Recorder of said County.

PARCEL NO. 10:

Lots 1 to 118 inclusive, Lots 120 to 460 inclusive, and Lot Z of Tract No. 8320, in the County of San Bernardino, State of California, as per Map recorded in Book 111, Pages 68 to 78 inclusive, of Maps, in the Office of the County Recorder of said County.

PARCEL NO. 11:

The Northeast one-quarter of the Northwest one-quarter and the West one-half of the Southeast one-quarter of the Northwest one-quarter and the East 75 feet of the Southwest one-quarter of the Northwest one-quarter of Section 6, Township 7 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Official Plat thereof.

Except therefrom that portion conveyed to the San Bernardino County Flood Control District by Deed recorded August 18, 1971 in Book 7734 Page 591 of Official Records of said County.

Also except therefrom Tract No. 8319, as per Map recorded in Book 121, Page 86 to 95 inclusive, of Maps, Records of San Bernardino County.

Also except therefrom Tract No. 8320, as per Map recorded in Book 111, Pages 68 to 78 inclusive of Maps, Records of said County.

PARCEL NO. 12:

The Southwest one-quarter of Section 6, Township 7 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

Excepting the East 75 feet.

Also except therefrom that portion conveyed to the San Bernardino County Flood Control District by Deed recorded August 18, 1971 in Book 7734, Page 591 of Official Records of said County.

Also except therefrom Tract No. 8319 as per Map recorded in Book 121, Pages 86 to 95 inclusive, of Maps, Records of San Bernardino County.

PARCEL NO. 13:

The West 20 feet of the South 825 feet of the Southwest one-quarter of Section 6. Township 7 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

PARCEL NO. 14:

Government Lot 2 of the Southwest one-quarter of Section 6, Township 7 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

Except the South 825 feet thereof.

Also except therefrom that portion conveyed to the San Bernardino County Flood Control District by Deed recorded August 18, 1971 in Book 7734, Page 591 of Official Records of said County.

PARCEL NO. 15:

The Southwest one-quarter of the Northwest one-quarter of the Northeast one-quarter of Section 1, Township 7 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

PARCEL NO. 16:

The North one-half of the Southeast one-quarter of the Northwest one-quarter of Section 1, Township 7 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

PARCEL NO. 17:

The South one-half of the Southeast one-quarter of Section 1, Township 7 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

PARCEL NO. 18:

The West one-half of the Southwest one-quarter of the Northeast one-quarter of Section 1, Township 7 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

PARCEL NO. 19:

The West one-half of the East one-half of the Southwest one-quarter of the Northeast one-quarter of Section 1, Township 7 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

PARCEL NO. 20:

The West three-quarters of the North one-half of the Northwest one-quarter of the Northeast one-quarter of Section 1, Township 7 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

Except therefrom Tract No. 8311 as per Map recorded in Book 121, Pages 69 to 79 inclusive of Maps, Records of said County.

PARCEL NO. 21:

The Northwest one-quarter of the Southwest one-quarter of Section 1, Township 7 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

PARCEL NO. 22:

The West one-half of the Northeast one-quarter of the Southwest one-quarter of the Southeast one-quarter of Section 1, Township 7 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

PARCEL NO. 23:

The East one-half of the Northwest one-quarter of the Southeast one-quarter of the Southwest one-quarter of Section 1, Township 7 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

PARCEL NO. 24:

The Northeast one-quarter of the Southeast one-quarter of the Southwest one-quarter of Section 1, Township 7 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

PARCEL NO. 25:

The East one-half of Section 1, Township 7 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

Excepting therefrom the West 3/4ths of the West half of the East one-half of said section.

Also except therefrom Tract No. 8311 as per Map recorded in Book 121, Pages 69 to 77 inclusive, of Maps, in the Office of the County Recorder of said County.

Also except therefrom Tract No. 8319 as per Map recorded in Book 121, Pages 86 to 95 inclusive, of Maps, Records of said County.

PARCEL NO. 26:

That portion of the South one-half of Section 25, Township 8 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof, lying Southerly of the Northerly line and its Northwesterly prolongation of the property conveyed to the San Bernardino County Flood Control District by deeds recorded October 29, 1971 in Book 7785, Page 382 and recorded May 30, 1973 in Book 8193, Page 201 Official Records.

Except therefrom that portion conveyed to the San Bernardino County Flood Control District by Deeds recorded October 29, 1971 in Book 7785, Page 382 and recorded May 30, 1973 in Book 8193, Page 201 Official Records.

Except therefrom Tract No. 8312 as per Map recorded in Book 112, Pages 42 to 52 inclusive, of Maps, Records of said County.

Also except therefrom Tract No. 8315 as per Map recorded in Book 120, Pages 96 to 107 inclusive, of Maps, Records of said County.

PARCEL NO. 27:

The Southwest one-quarter of the Northeast one-quarter of Section 36, Township 8 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

Except therefrom Tract 8312 as per Map recorded in Book 112, Pages 42 to 52 inclusive, of Maps, Records of said County.

PARCEL NO. 28:

The North one-half of the Northeast one-quarter of Section 36, Township 8 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to government survey.

Except therefrom Tract 8312 as per Map recorded in Book 112, Pages 42 to 52 inclusive of Maps, Records of said County.

Also except therefrom Tract 8315, as per Map recorded in Book 120, Pages 96 to 107 inclusive of Maps, Records of said County.

PARCEL NO. 29:

That portion of the South one-half of Section 25, Township 8 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof, lying Northerly of the Northerly line and its Northwesterly prolongation of the property conveyed to the San Bernardino County Flood Control District by Deeds recorded October 29, 1971 in Book 7785, Page 382 and recorded May 30, 1973 in Book 8193 Page 201 Official Records.

PARCEL NO. 30:

The Northeast one-quarter of Section 25, Township 8 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

PARCEL NO. 31:

All that portion of Section 29, Township 8 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official plat thereof, more particularly described as follows:

Beginning at the Southwest corner of said Section 29; thence along the South line of said Section, North 88° 58'34" East, 593.82 feet to the center line of the 1600 foot wide flood control channel, as conveyed to the San Bernardino County Flood Control District, by easement deed recorded September 7, 1965 in Book 6468, Page 214 of Official Records, being the true point of beginning; thence along said center line North 38° 18'56" East, 4889.28 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 6411.11 feet; thence Northeasterly along said curve through a central angle of 9° 19'23", an arc length of 1043.30 feet; thence tangent to said curve North 47°38'19" East, 1111.00 feet to a point in the North Line of said Section 29; thence along said North line North 89°29'49" East 121.93 feet to the Northeast corner of said Section; thence along the East line of said Section, South 1°26'50" West 1081.62 Feet to the Northwesterly right of way of the Atchison, Topeka and

Santa Fe Railroad; thence along said right of way line; South 70°46'04" West, 46.66 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 1194.62 feet; thence Southwesterly along said curve, through a central angle of 22°06', an arc length of 460.77 feet; thence tangent to said curve South 48°40'04" West, 276.78 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 1004.84 feet; thence Southwesterly along said curve, through a central angle of 22°16'04" West, 4092.43 South line of said Section, thence along said South line South 88°58'34" West, 2049.65 feet to the true point of beginning.

PARCEL NO. 32:

All that portion on the Northwest one-quarter of Section 32, Township 8 North, Range 4 West, San Bernardino Meridian in the County of San Bernardino, State of California, according to the official Plat thereof, more particularly described as follows:

Beginning at the Southwesterly corner of Section 29 of said Township, being also the Northwesterly corner of said Section 32; thence along the North line of said Section 32, North 88° 58' 34" East, 593.82 feet to the center line of the 1600 foot wide flood control channel, as conveyed to the San Bernardino County Flood District, by easement deed recorded September 7, 1965 in Book 6468, Page 214 of Official Records, being the true point of beginning; thence along said center line South 38 18' 56" West, 635.53 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 9580.08 feet; thence Southwesterly along said curve through a central angle of 1° 54' 32", an arc length of 319.17 feet to its point of intersection with the West line of said Section 32; thence along said West line, South 0° 54' 32", East, 1900.43 feet to the West one-quarter corner of said Section, thence along the South line of said Northwest one-quarter, North 88° 52' 24" East, 20.00 feet; thence parallel with said West line, North 0° 27' 56" West, 20.00 feet to the Southwest corner of the land described in Book 2495, Page 228 of Official Records of said County; thence along the boundaries of said land the following courses and distances: North 0° 27' 56" West, 215.00 feet; North 88° 52' 24" East, 70.00 feet, North 0° 27' 56" West, 235.28 feet; North 88° 52' 24" East, 450.28 feet, South 0° 27' 56" East, 450.28 feet to a line parallel with said South line of the Northwest one-quarter and lying 20.00 feet Northerly therefrom; thence along said parallel line, South 88° 52' 24" West, 520.28 feet to said Southwest corner; thence South 0° 27' 56" East, 20.00 feet to the South line of said Northwest one-quarter; thence along said South line, North 88° 52' 24" East, 947.12 feet to a point that lies South 88° 52' 24" East, 947.12 feet to a point that lies South 88° 52' 24" West, 208.00 feet from the Northwesterly line of the station grounds of Atchison, Topeka and Santa Fe Railroad Company; thence parallel with said Northwesterly line North 23° 42' 02" East, 208.00 feet; thence parallel with said South line, North 88° 52' 24" East, 208.00 feet to said Northwesterly line; thence along said Northwesterly line North 23° 52' 04" East 1404.83 feet, more or less, to a point distant 436 feet Southwesterly from the North corner of said Station Grounds; thence North 66° 17' 56" West 200.00 feet; thence North 23° 42' 04" East, 654.00 feet to the Northwesterly prolongation of the Northeasterly line of the land described in Book 541, Page 400 of Deeds Records of said County; thence along said Northwesterly prolongation and Northeasterly line, South 66° 17' 56" East 400.00 feet to said Northwesterly right of way line; thence Northeasterly along said right of way line, a distance of 661.09 feet to the point of intersection with the East line of said Northwest one-quarter; thence along said East line, North 1° 30' 05" West, 64.10 feet to the Northeast corner of said Northwest one-quarter; thence along the North line of said Section 32, South 88° 58' 34" West, 1979.20 feet to the true point of beginning.

PARCEL NO. 33:

That portion of the South one-half of the Southwest one-quarter of Section 32, Township 8 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof, lying West of the Westerly line of the right of way of the Atchison, Topeka and Santa Fe Railway.

Except therefrom that portion lying within the following described land:

Beginning at the Southwest corner of Section 32, Township 8 North, Range 4 West, San Bernardino Meridian; thence along the West line of said Section 32, North 0° 26' 01" West, 989.68 feet, more or less, to the Southeast corner of Parcel No. 5 as described in the Deed recorded October 6, 1971 in Book 7768, Page 834 of Official Records; thence Westerly along the Southerly line of said Parcel No. 5, 750.00 feet to a point therein; thence parallel with the West line of said Section 32, North 0° 26' 01" West, 329.89 feet, more or less, to a point in the North line of said Parcel No. 5 that is distant Westerly 750.00 feet from the Northeast corner of said Parcel No. 5; thence North 2° 25' 53" West, 120.61 feet; thence Easterly, parallel with the North line of said Parcel No. 5, 750.00 feet to a point in a line that bears North 2° 25' 53" West, 120.61 feet from the Northeast corner of said Parcel No. 5; thence North 87° 23' 41" East, 2.00 feet; thence South 2° 36' 19" East, 120.61 feet, more or less, to a point in the North line of the Southwest one-quarter of the Southwest one-quarter of said Section 32; thence parallel with the West line of the Southwest one-quarter of said Section 32, South 0° 26' 01" East, 1319.57 feet more or less, to a point in the South line of said Section 32 distant thereon Easterly 2.00 feet from the Southwest corner of said Section 32, thence Westerly along the South line of said Section 32, 2.00 feet to the point of beginning.

PARCEL NO. 34:

That portion of the South one-half of the Southwest one-quarter of Section 32, Township 8 North, Range 4 West, San Bernardino Meridian, in the county of San Bernardino, State of California, according to the Official Plat thereof, lying East of the Easterly line of the right of way of the Atchison, Topeka and Santa Fe Railway and West of the Westerly line of Highway No. 66.

PARCEL NO. 35:

The Northwest one-quarter of the Southwest one-quarter of Section 32, Township 8 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino State of California, according to the official Plat thereof.

Except therefrom that portion lying Westerly of the Northwesternly and Southwesterly lines of the Station Grounds of the Atchison, Topeka and Santa Fe Railway and lying Westerly of the Westerly right of way line of said Railway, described as follows:

The Northerly 914.57 feet of the above described portion of the Northwest one-quarter of the Southwest one-quarter of said Section 32; except therefrom that portion thereof lying Westerly of a line that is parallel to and distant 250 feet, measured Easterly at right angles, from a line bearing South 2° 25' 53" West from the Northwest corner of the Northwest one-quarter of the Southwest one-quarter of said Section 32. The Southerly line shall be parallel to the Northerly line thereof and distant 914.57 feet, measured Southerly at right angles, from said Northerly line.

Also except that portion lying within the Atchison, Topeka and Santa Fe Railway right of way.

PARCEL NO. 36:

That portion of the Northwest one-quarter of Section 32, Township 8 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Official Plat thereof, described as follows:

Beginning at the Northwest corner of the Atchison, Topeka and Santa Fe Station Grounds at Helendale; thence Southeasterly along the northerly line of said Station Grounds a distance of 200 feet to the Northwesternly line of the right of way of the Atchison, Topeka and Santa Fe Railway company, thence northeasterly along the Northwesternly line of said right of way a distance of 218 feet; thence Northwesternly parallel to the Northerly line of said Station Grounds a distance of 400 feet; thence Southwesterly parallel to the Northwesternly line of said right of way a distance of 654 feet; thence at a right angle Southeasterly a distance of 200 feet to said Westerly line of said Station Grounds; thence Northeasterly along said Northeasterly line of said Station Grounds a distance of 434 feet to the true point of beginning.

PARCEL NO. 37:

All that portion of the Southwest one-quarter of Section 29, Township 8 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Official Plat thereof, described as follows:

Beginning at a point in the West line of said Section 29, distant along said West line, North 0° 28' 02" West, 1261.16 feet from the Southwesterly corner of said Section 29; thence North 89° 31' 58" East 576.27 feet to the Westerly line of Parcel A as described in that certain Easement to San Bernardino County Flood Control District recorded September 7, 1965 in Book 6468 Page 214 Official Records; thence South 38° 18' 56" West, along said Westerly line, 920.02 feet to the West line of said Section 29, thence along said West line of Section 29, North 0° 28' 02" West, 717.18 feet to the point of beginning.

PARCEL NO. 38:

The Northeast one-quarter of the Northeast one-quarter of Section 31, Township 8 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Official Plat thereof.

Except therefrom Tract 8314 as per Map recorded in Book 119, Pages 79 to 91 inclusive of Maps, Records of said County.

Also except therefrom Tract 8316 as per Map recorded in Book 118, Page 75 to 84 inclusive of Maps, records of said County.

Also except therefrom that portion conveyed to the San Bernardino County Flood Control District, by Deed recorded August 18, 1971 in Book 7734, Page 591 of Official Records and in Book 7734, Page 594 of Official Records of said County.

PARCEL NO. 39:

The East one-half of the Southeast one-quarter of Section 30, Township 8 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official Plat thereof.

Except therefrom Tract 8316 as per Map recorded in Book 118, Pages 75 to 81 inclusive of Maps, Records of said County.

Also except therefrom that portion conveyed to the San Bernardino County Flood Control District, by Deed recorded August 18, 1971 in Book 7734, Page 591 of Official Records of said County.

PARCEL NO. 40:

All that portion of Section 29, Township 8 North, Range 4 West San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Official Plat thereof, more particularly described as follows:

Beginning at the Southwest corner of said Section 29; thence along the South line of said Section North $88^{\circ} 58' 34''$ East, 593.82 feet to the center line of the 1600 foot wide flood control channel, as conveyed to the San Bernardino County Flood Control District, by Easement Deed recorded September 7, 1965 in Book 6468, Page 214 Official Records; thence along said center line North $38^{\circ} 18' 56''$ East, 4889.28 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 6411.11 feet; thence Northeasterly along said curve through a central angle of $9^{\circ} 19' 23''$ an arc length of 1043.20 feet; thence tangent to said curve North $47^{\circ} 38' 19''$ East 1111.00 feet to a point in the North line of said Section 29; thence West along said North line to the Northwest corner of said Section 29; thence South along the West line of said Section 29 to the point of beginning.

Except therefrom that portion conveyed to the San Bernardino County Flood Control District by Deed recorded August 18, 1971 in book 7734, Page 591 of Official Records.

Also except beginning at a point in the West line of said Section 29, distant along said West line, North $0^{\circ} 28' 02''$ West, 1261.16 feet from the Southwesterly corner of said Section 29; thence North $89^{\circ} 31' 58''$ East 576.27 feet to the Westerly line of Parcel A, as described in that certain Easement to the San Bernardino County Flood Control District recorded September 7, 1965 in Book 6468, Page 214 Official Records; thence South $38^{\circ} 18' 56''$ West, along said Westerly line, 920.02 feet to the West line of said Section 29; thence along said West line of Section 29, North $0^{\circ} 28' 02''$ West, 717.18 feet to the point of Beginning.

**AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
SILVER LAKES**

DART INDUSTRIES INC., a Delaware Corporation ("Developer"), and TITLE INSURANCE AND TRUST COMPANY, a California Corporation ("Title Company"), hereinafter jointly referred to as "Declarant" being the owner of record of not less than three-fourths (3/4) of the lots shown on those certain subdivision maps entitled:

"Tract No. 8320", filed in the Office of Recorder of San Bernardino County, California, on September 2, 1971 in Book 111 of Maps at pages 68 through 78.

"Tract No. 8312", filed in the Office of Recorder of San Bernardino County, California, on November 3, 1971 in Book 112 of Maps at pages 42 through 52.

"Tract No. 8313", filed in the Office of Recorder of San Bernardino County, California, on December 3, 1971 in Book 112 of Maps at pages 59 through 67, and

"Tract No. 8317", filed in the Office of Recorder of San Bernardino County, California, on June 5, 1972 in Book 115 of Maps at pages 8 through 15.

Hereby amend the Declaration of Covenants and Restrictions recorded with respect to Tract No. 8320 on October 6, 1971 in Book 7768 of Official Records of Recorder of the County of San Bernardino, California, at Page 739, which said Declaration of Covenants and Restrictions has been incorporated by reference in those certain Supplemental Declarations of Covenants and Restrictions recorded with respect to Tract No. 8312 on December 3, 1971 in Book 7808 of Official Records of Recorder of the County of San Bernardino, California, at Page 941, and with respect to Tract No. 8313 on January 19, 1972 in Book 7839 of Official Records of Recorder of the County of San Bernardino, California, at Page 318, as follows:

Paragraph 7c(a) I(cc) is amended in full to read:

(bb) A rear yard the minimum depth of which, measured from the rear lot line of such lot, shall be the depth necessary to provide a rear yard having an area equal to twenty percent (20%) of the gross area of such lot. (The gross area of a lot shall be the area bounded on the rear by the rear lot line, on any side by the inner side lot lines, and on the front by a line parallel to rear lot line commencing at that point on the front lot line which is the farthest distance from the rear lot line.) Such minimum depth shall in any event be not less than twenty-five (25) feet; provided, however, that no structure on a Lake Front Lot shall be located closer than fifty (50) feet to the rear property line with the exception of a boat shelter, pier or similar structure, the size, design, construction and placement of which has been approved by the Environmental Control Committee.

IN WITNESS WHEREOF, the undersigned have executed this Amendment the 29th day of June, 1973.

DART INDUSTRIES INC., a
Delaware Corporation

By (s) Joseph F. Paggi, Jr.
Assistant Secretary

TITLE INSURANCE AND TRUST COMPANY,
A California Corporation

By (s) John J. Butler
Vice-President

By (s) Fred Larimore
Assistant Secretary

CERTIFICATE

The undersigned, Signey M. Karsh, the duly elected and acting Secretary of the Silver Lakes Association, a California non-profit corporation, hereby certifies that the above and foregoing Amendment to Declaration of Covenants and Restrictions has been approved by the membership of said Association in accordance with Paragraph 21a of said Covenants and Restrictions.

IN WITNESS WHEREOF, I have set my hand this 29th day of June, 1973.

(s) Sidney M. Karsh
Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 29th day of June, 1973 before me, Patricia Orchard, A Notary Public, State of California, duly commissioned and sworn, personally appeared Joseph R. Paggi, Jr. known to me to be the Assistant Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Los Angeles the day and year first above written.

Notary Public, State of California

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On this 2nd day of July, 1973 before me, Marion R. Jehue, a Notary Public, State of California, duly commissioned and sworn, personally appeared John J. Butler and Fred Larimore known to me to be the Vice-President and Asst. Secretary of the corporation described in and that executed the within instrument, and also 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 same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Bernardino the day and year first above written.

(s) Marion R. Jehue
Notary Public, State of California

DECLARATION OF COVENANTS AND RESRICTIONS SILVER LAKES

THIS DECLARATION is made this 22nd day of September, 1971, by LAKEWORLD, a division of Dart Industries Inc., a Delaware corporation, which said corporation is hereinafter referred to as "Declarant", as follows:

1. RECITALS.

- a. Declarant is the Owner and Developer of approximately 4,300 acres of real property in San Bernardino County, California, commonly known as Silver Lakes, which properly is herein referred to as the "Development" and is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.
 - b. The parcel of real property described on that certain subdivision map entitled, Tract 8320, consisting of eleven (11) sheets marked, "Sheet 1 of 11 Sheets through Sheet 11 of 11 Sheets" is referred to herein as the "Subdivision" and is a part of the Development. Said subdivision map was recorded in the Office of Recorder of San Bernardino County, California, on the 2nd day of September, 1971, in Map Book 111, pages 68 through 78.
 - c. There are four hundred sixty-two (462) lots in the subdivision. Four hundred fifty-six (456) of said lots are single family residential lots as hereinafter defined, all of which are numbered; Lots 458, 459 and 460 are commercial lots; Lot 119 is a well lot; Lot Y is a park site and open space area; and Lot Z is part of the common area (lake lot).
 - d. The following community facilities will be created and/or constructed in the Development by Declarant:
 - (1) A Sailing Lake consisting of approximately one hundred twelve (112) acres with beach area, marina, docking and launching facilities.
 - (2) A Motor Boat Lake consisting of approximately one hundred sixty-five (165) acres with beach area, marina, docking and launching facilities.
 - (3) A Golf Course Complex consisting of approximately two hundred ten (210) acres with a twenty-seven-hole golf course, driving range and appurtenances.
 - (4) A Main Recreation Center consisting of approximately five (5) acres with swimming pool, wading pool, tennis courts, locker room, paddle court, parking area and restaurant facilities.
 - (5) An Equestrian Center consisting of approximately six (6) acres with barn, paddocks and riding rings.
 - (6) Equestrian Trails.
 - (7) A Cottonwood Park and Wildlife Preserve consisting of approximately thirty-two (32) acres.
 - (8) Park Areas.
 - (9) Miscellaneous Recreational Areas.
 - e. There will also be constructed within the Development a sixty (60) unit lodge which will be privately owned and operated.
2. **DECLARATIONS.** Declarant hereby declares that the Subdivision is held, and shall be hereafter held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, developed and improved subject to these Covenants and Restrictions; that these Covenants and Restrictions are in furtherance of a general plan for the subdivision, development, improvement, and sale of the Development, of which the Subdivision is a part; that these Covenants and Restrictions are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Subdivision and the Development; that these Covenants and Restrictions shall run with all of the real property in the Subdivision with the exception of Lot 119 and Lot Y, and all other property made subject to these Covenants and Restrictions, including any property annexed to the Development, pursuant to Paragraphs 4 and 5 following, and shall be binding upon and inure to the benefit of Declarant, the Association, each Owner of said property or any part hereof, and each successor in interest of each Owner.
3. **DEFINITIONS.** Unless the context otherwise specifies or requires, the terms defined in this paragraph shall, for all purposes of these Covenants and Restrictions, have the following meanings:

ASSOCIATION. The term "Association" shall mean the Silver Lakes Association, a California non-profit corporation, or its successor.

ASSOCIATION RULES. The term "Association Rules" shall mean the rules from time to time in effect, pursuant to the provisions of the By-Laws of the Association.

BOARD. The term "Board" shall mean the Board of Directors of the Association.

BY-LAWS. The term "By-Laws" shall mean the By-Laws of the Association, as such By-Laws may from time to time be amended.

COMMERCIAL LOT. The term "Commercial Lot" shall mean any lot within the Development zoned for commercial purposes.

COMMON AREA. The term "Common Area" shall mean and include collectively all real property within the Development owned by the Association, including (without limitation) any real property upon which Community Facilities are located or are intended to be located. The term "Common Area" shall not include any real property owned by County Service Area.

COMMUNITY FACILITIES. The term "Community Facilities" shall mean the facilities described in Paragraph 1 above owned by the Association and located, or to be located, within the Development and any other facilities of a similar nature situated in the Development which the Association may from time to time own, lease, operate or otherwise control.

CONDOMINIUM. The term "Condominium" shall mean those single family residential units consisting of an interest in a lot coupled with a separate exclusive interest in an apartment unit in the building situated on a Multiple Family Residential Lot.

COUNTY. The term "County" mean: San Bernardino County, California.

COUNTY SERVICE AREA. The term "County Service Area" shall mean County Service Area No. 70, San Bernardino County, California.

COVENANTS AND RESTRICTIONS. The term "Covenants and Restriction" shall mean the limitations, restrictions, covenants, terms and conditions set forth herein as same may from time to time be amended, supplemented and modified.

DEVELOPMENT. The term "Development" shall mean (1) that portion of the real property consisting of approximately 4,300 acres described on Exhibit "A" attached hereto, annexed to the Development pursuant to Paragraphs 4 and 5 following; and (2) any other real property annexed to the Development pursuant to Paragraphs 4 and 5 following.

ENVIRONMENTAL CONTROL COMMITTEE. The term "Environmental Control Committee" shall mean the Committee created pursuant to these Covenants and Restrictions.

EQUESTRIAN AREAS. The term "Equestrian Area" shall mean an area in a Subdivision Tract where the keeping of horses pursuant to Paragraph 7a(8) following will be allowed.

EXCAVATION. The term "Excavation" shall mean any disturbance of the surface of the land (except to the extent reasonably necessary for planting) which destroys any vegetation or results in the removal of earth, rock, sand or other substance.

FILL. The term "Fill" shall mean any addition of rock or earth materials to the surface of the land, which increases the natural elevation of such surface by more than twenty-four (24) inches.

FISCAL YEAR. The term "Fiscal Year" shall mean the year from July 1 through June 30.

FRONT YARD. A yard extending across the front of the lot between the inner side lot lines and measured between either (1) the centerline of the street or road serving such lot, or (2) the front lot line and a line parallel hereto on the lot.

IMPROVEMENTS. The term "Improvements" shall mean buildings, outbuildings, roads, pool, courts, barns, stables, paddocks, corrals, driveways, parking areas,

LODGE. The term "Lodge" shall mean the building and appurtenances thereto, and the real property upon which it is situated, which is to be privately owned and operated in the Development as a Lodge.

LAKE FRONT LOT. The term "Lake Front Lot" shall mean a lot, any boundary line of which, is contiguous to the boundary line of any Lake situated within the Development.

LOT. The term "Lot" shall mean any subdivided parcel shown as such upon a final subdivision map duly recorded.

MULTIPLE FAMILY RESIDENTIAL LOT. The term "Multiple Family Residential Lot" shall mean any lot intended to be used for residential purposes by more than one (1) family. When any provision of these Covenants and Restrictions is intended to apply only to Multiple Family Residential Lots, then the term "Multiple Family Residential Lot" will be used.

OWNER. The term "Owner" shall mean the person or entity holding the beneficial ownership of a lot or a condominium.

REAR YARD. A yard extending across the rear of the lot between the inner side lot lines and measured between the rear lot line and a line parallel thereto on the lot.

RESIDENCE. The term "Resident" shall mean the building or buildings, including any garage, carport, or similar outbuildings, used for residential purposes.

RESIDENTIAL LOT. The term "Residential Lot" shall mean any lot intended to be used for residential purpose. When any provision of these Covenants and Restrictions is intended to apply only to a residential lot, then the term "Residential Lot" will be used.

ROAD. The term "Road" shall mean any vehicular way designated on a subdivision map as a road, court or street.

SIDE YARD. A yard, the width of which is the minimum required horizontal distance between any inner side lot line and a line parallel thereto on the lot, not including any portion of the required front yard or required rear yard.

SINGLE FAMILY RESIDENTIAL LOT. The term "Single Family Residential Lot" shall mean any lot intended to be used for single family residential purposes. When any provision of these Covenants and Restrictions is intended to apply only to a Single Family Residential Lot, then the term "Single family Residential Lot" will be used.

STRUCTURE. The term "Structure" shall mean anything constructed or erected, the use of which requires location on the ground.

SUBDIVISION MAP. The term "Subdivision Map" shall mean (a) any final map within the meaning of the provisions of Division 4, Part 2, Chapter 2, of the Business and Professions Code of the State of California, or (b) any final record of survey map within the meaning of the provisions of Division 3, Chapter 15, Article 5, of the Business and Professions Code of the State of California, as such provisions may from time to time be amended.

4. **ANNEXATION AND APPLICATION OF COVENANTS AND RESTRICTIONS TO ADDITIONAL TRACTS OF DEVELOPMENT.** Declarant shall have the right from time to time to annex property to the Development pursuant to Paragraph 5 following. These Covenants and Restrictions, as modified or amended at the time of such annexation, shall apply to each and every other parcel of real property so annexed. Declarant reserves the right to make modifications and amendments to the provisions of these Covenants and Restrictions insofar as such provision may apply to each parcel of property so annexed to the Development, provided such modifications and amendments are consistent with the overall intended Development. All annexations of additional property shall satisfy the conditions of Paragraph 5, following.
5. **CONDITIONS OF ANNEXATION.** Declarant shall have the right to annex real property to the Development provided all of the following conditions are satisfied:
 - a. Said property is within the area described on Exhibit "A" or said property is contiguous to the property described on Exhibit "A" or other property previously annexed hereunder. The requirements of contiguity shall be met

notwithstanding the fact that such property is separated by the Mojave River, a public easement, or by a road, street or highway, owned by the State, County, County Service Area or Municipality, or by a State highway, or is connected to property within the Development by a road shown on a subdivision map previously recorded on a tract of the Development.

- b. A Declaration is recorded with respect to said real property to be annexed which:
 - (i) Describes said real property;
 - (ii) Provides that said real property is subject to these Covenants and Restrictions as same may be modified or amended; and
 - (iii) Sets forth any modifications or amendments to these Covenants and Restrictions, and any other or additional covenants and restrictions, which are applicable to such annexed property.
- c. After such annexation, the owners of residential lots and condominiums in the annexed property shall be members of the Association.
- d. After such annexation, there will not be more than a combined total of ten thousand (10,000) residential lots and condominiums in the Development unless the owners of threefourths (3/4) of the residential lots and condominiums in the Development, other than residential lots and condominiums owned by Declarant, shall have approved in writing the annexation of such property.
- e. All Common Areas and Community Facilities in the annexed property shall be conveyed to and vested in the then owner of Common Areas and Community Facilities in the Development.

Upon any such annexation becoming effective, the property covered by such annexation shall become a part of the Development and the owners of lots and condominiums within and the owners of lots and condominiums within said annexed property shall have the same rights and obligations as the owners of lots and condominiums within the Development, subject to any amendments and modifications of these Covenants and Restrictions applicable to said annexed property, and the Association shall have the same jurisdiction over said annexed property as in the case of other property within the Development.

- 6. **PROPERTY TO WHICH THESE COVENANTS AND RESTRICTIONS ARE APPLICABLE.** Each and every provision of these Covenants and Restrictions shall be applicable to all property within the Subdivision with the exception of Lot 119 and Lot Y. Prior to the conveyance of Lot 119 and Lot Y, or either of them, said Lots shall not be used in a manner contrary to the tenor of these Covenants and Restrictions, and prior to the conveyance of said Lots by Declarant, Covenants and Restrictions shall be recorded thereon which are consistent with the tenor of these Covenants and Restrictions.

- 7. **LAND USE.** The following restrictions shall apply to the use of all property subject to these Covenants and Restrictions:

- a. **GENERAL RESTRICTITONS (APPLICABLE TO ALL LOTS EXCEPT COMMON AREAS)**

- (1) The Association, or its duly authorized agents, shall have the right at any time, without liability to the Owner, to enter upon any lot for the purpose of (i) maintaining such lot, as hereafter provided, (ii) removing any improvements constructed, reconstructed, refinished, altered or maintained upon such lot in violation of these Covenants and Restrictions, (iii) restoring such lot as authorized by these Covenants and Restrictions and (iv) otherwise enforcing these Covenants and Restrictions.
 - (2) Except by Declarant prior to sale and conveyance, no improvement, excavation, fill or other work which in any way alters any lot from its natural or improved state shall be made or done except upon strict compliance with the provisions hereof.
 - (3) No more than one family shall occupy any single family residential lot, or an apartment on a multiple family residential lot, or a condominium on a multiple family residential lot. The term "family" shall include casual guests and household servants.
 - (4) Each lot and all improvements located thereon, shall be maintained in good condition and repair, and in such manner as not to create a fire hazard, all at the Owner's expense.

- (5) Vegetation within any lot shall be planted and maintained in such a manner as to prevent or retard shifting or erosion and to encourage the growth of indigenous ground cover.
- (6) No noxious, offensive or illegal activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their lots and the improvements thereon, the Common Areas or Community Facilities. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively to protect the security of the lot and improvements located thereon, shall be placed or used upon any lot without prior written approval of the Environmental Control Committee.
- (7) There shall be no camping upon any lot.
- (8) Subject to control by Rules established by the Environmental Control Committee from time to time, only a reasonable number of generally recognized house pets and no other animals shall be kept on any lot or in an apartment on a multiple family residential lot or in a condominium on a multiple family residential lot; provided, however, if at the time of the recordation of Covenants and Restrictions with respect to a particular subdivision tract, Declarant declares that all, or a certain portion, of said subdivision tract is an Equestrian Area, then an owner of a lot within such Equestrian Area shall have the right to maintain one or more horses on his lot, provided the following conditions are met:
 - (a) The lot area is at least 20,000 square feet; and
 - (b) Not more than two horses are kept thereon for each 20,000 square feet of lot area; and
 - (c) All County laws are complied with; and
 - (d) All requirements of the Environmental Control Committee are complied with.

There are no Equestrian Areas in Tract 8320.

- (9) No signs whatsoever shall be erected or maintained upon any residential lot, except:
 - (a) Such signs as may be required by legal proceedings,
 - (b) Such signs as Declarant may erect or maintain on a lot prior to sale and conveyance,
 - (c) Residential identification signs of a combined total face area of one-half (1/2) square foot or less for each residence,
 - (d) During the time of construction of any improvement, job identification signs having a maximum face area of six (6) square feet per sign and of the type usually employed by contractors and subcontractors, and
 - (e) Not more than one "for sale" or "for rent" sign having a maximum face area of three (3) feet, on each residential lot or condominium, and
 - (f) Any sign which does not comply with the above, but has been allowed by written permission of the Environmental Control Committee, provided such sign complies with such permit.
- (10) Except to the extent desired by Declarant to be used in connection with, and during, the development and sale of lots within the Development, no mobile home, travel trailer, truck camper, house trailer or similar facility or any boat, shall be placed upon any lot except for storage purposes in strict accordance with Association Rules in effect from time to time. Mobile homes shall be allowed on lots, in strict accordance with Association Rules in effect from time to time, as a temporary facility only during periods of construction of permanent structures on lots. No stripped down, wrecked or junk motor vehicle shall be kept, parked, stored or maintained on any lot. No commercial vehicle bearing commercial insignias or names (except pick-up trucks) shall be parked on any residential lot except within an enclosed structure or a screened area which prevents such view thereof from adjoining lots, roads, and Common Areas unless such

vehicle is temporarily parked for the purpose of such lot. The parking of vehicles on the roads shall at all times be subject to and in accordance with applicable laws.

- (11) No accessory structures shall be constructed, placed or maintained upon any residential lot prior to the construction of the main structure except by written permit of the Environmental Control Committee, but then only subject to the limitations of such permit, provided that this restriction shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of the main structure. This restriction shall not apply to any structure upon any residential lot to be used by Declarant as a sales office or in conjunction with the development or sale of residential lots by Declarant in the Development.
- (12) All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring lots, roads, or Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with Association Rules.
- (13) Outside clotheslines or other outside clothes drying or airing facilities shall be maintained in such a manner and in such location as not to be visible from neighboring lots, roads or Common Areas.
- (14) Except by Declarant prior to sale and conveyance, no drilling, refinishing, quarrying or mining operations of any kind shall be permitted upon any lot and no derrick, structure, pump or equipment designed for use in any such activity shall be erected, maintained or permitted on any lot.
- (15) No improvement which has been partially or totally destroyed shall be allowed to remain on any lot in such state for more than six (6) months from the date of such destruction.
- (16) No gainful occupation, profession or trade shall be maintained on any residential lot or in any structure on any residential lot without the prior approval of the Environmental Control Committee, except that this provision shall in no way limit or restrict Declarant in its activities prior to the sale of all lots within the Development.
- (17) There shall be no hunting or discharge of firearms.
- (18) All improvements shall be constructed in accordance with applicable building line and setback provisions of applicable zoning ordinances, in compliance with all laws.
- (19) All fuel tanks or similar storage facilities shall either be constructed as an integral part of the main structure or shall be installed or constructed underground.
- (20) No outside toilet shall be constructed on any lot except a temporary facility maintained during, and used exclusively in connection with, the construction of improvements on the Lot. All plumbing fixtures, dishwashers, toilets or sewage disposal system shall be connected to a sewage system.
- (21) No exterior antenna of any sort shall be installed or maintained on any lot except of a height, size and type approved by the Environmental Control Committee, provided, however, that this restriction shall not apply to any cable T.V. facility installed by declarant.
- (22) No structure shall be occupied until the same has been substantially completed in accordance with its plans and specifications.
- (23) All structures constructed on any lot shall be constructed with a substantial quantity of new materials and no used structure shall be relocated or placed on any lot.
- (24) No owner of any lot, except Declarant, shall build or permit the building thereon, of any structure that is to be used as a model or exhibit unless a permit to do so has been granted by the Environmental Control Committee and then only subject to the limitations of such permit.
- (25) No fence shall be constructed on any lot except by declarant prior to sale and conveyance, unless and until it is approved by the Environmental Control Committee, and then only in strict accordance with the terms of such approval.

(26) No Single Family Residential Lot less than five (5) acres in size shall be resubdivided.

(27) There shall be no blasting or discharge of explosives upon any lot, except that this provision shall in no way limit or restrict Declarant in its activities in connection with, and during, the development and sale of lots within the Development.

b. CONSTRUCTION AND ALTERATION OF IMPROVEMENTS: ON ALL LOTS (EXCEPT COMMON AREAS); CHANGE IN TOPOGRAPHY; APPROVAL OF PLANS. The right of an Owner of lot (with the exception of Declarant) to construct, reconstruct, refinish, alter or maintain any improvement on his lot, or to install any utility line (wire or conduit) thereon, or to make any excavation, or to cut or remove any trees from his lot, or do any act which would affect the drainage thereof, shall be subject to all of the following:

- (1) Any act mentioned in the previous paragraph is absolutely prohibited unless and until the Owner of such lot first obtains the approval thereof from the Environmental Control Committee, and otherwise complies with the following provisions of this paragraph.
- (2) Any Owner proposing to do any of the things mentioned above, shall apply to the Environmental Control Committee for approval as follows:
 - (a) The Owner shall submit to the Environmental Control Committee for approval such plans and specifications for the proposed work as the Environmental Control Committee shall request, including the following:
 - (aa) A plot plan of the lot showing (i) buildable space, (ii) contour lines, (iii) the location and height of all existing and/or proposed improvements, including fences, (iv) the proposed drainage plan, (v) the location of all trees and vegetation which the Owner proposes to remove, and (vi) the location of all proposed utility installations, (vii) such other information as the Environmental Control Committee shall require from time to time;
 - (bb) Floor plans;
 - (cc) Drawings showing all elevations of structures;
 - (dd) Description of exterior materials and color, with samples;
 - (ee) Working drawings and construction specifications of all structures;
 - (ff) Description of provisions for landscaping and for stabilizing slopes during and after construction; and
 - (gg) The Owner's proposed construction schedule.

The Environmental Control Committee may require that any such submission shall be accompanied by a reasonable inspection fee in an amount not to exceed \$100.00.

(b) If at any time the Environmental Control Committee shall determine that it would be in the best interest of the Development for such Owner to employ an architect or licensed building designer to design any improvement involved in the proposed work, the Environmental Control Committee shall inform such Owner in writing of its determination, whereupon all plans and specifications designated by the Environmental Control Committee to be so prepared must be prepared by such an architect or licensed building designer.

- (c) The Environmental Control Committee shall approve the plans, drawings and specifications of any structure submitted to it only if the following conditions have been satisfied:
 - (aa) The Environmental Control Committee finds that the plans and specifications of the proposed structure, on the property, conforms to these Covenants and Restrictions; and
 - (bb) The Environmental Control Committee finds that the proposed structure is not aesthetically incompatible with the physical site, the adjoining properties, or the environment of the Development; and

(cc) The Environmental Control Committee finds that the setback requirements prescribed herein have been complied with; and

(dd) The Environmental Control Committee finds that the soil stabilization requirements of the Soil Conservation Service have been complied with.

- (d) Any Application which has been neither approved or rejected within forty-five (45) days from the date of complete submission thereof to the Environmental Control Committee shall be deemed approved.
- (3) Upon receipt of the approval from the Environmental Control Committee, the Owner shall, as soon as practicable, proceed with the commencement, and completion of the work contemplated by the application, pursuant to the approved plans and specifications. If the Owner shall fail to commence the work within one (1) year from the date of approval, the approval shall be deemed revoked unless upon the written request of the Owner made to the Environmental Control Committee prior to the expiration of said one (1) year period, and upon a finding, by the Environmental Control Committee, that there has been no change in circumstances, the time for such commencement is extended in writing by the Environmental Control Committee. In any event, the Owner shall complete the construction of the foundation and all exterior surfaces (including the structure on his lot) within six (6) months after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies or other caused beyond the control of Owner. If the Owner fails to comply with this paragraph, the Environmental Control Committee shall notify the Association of such failure, and the Association at its option, shall either complete the exterior of any structure in accordance with the approved plans or remove the structure, and the Owner shall reimburse the Association for all expenses incurred in connection therewith.
- (4) Upon the completion of any work for which approval of the Environmental Control Committee is required under this section, the Owner shall give notice thereof to the Environmental Control Committee, and within sixty (60) days thereafter the Environmental Control Committee, or its duly authorized representative, may inspect such work to determine whether it was done in substantial compliance with approved application. If the Environmental Control Committee finds that such work was not done in substantial compliance with approved application, it shall notify the Owner of such non-compliance within such sixty (60) day period and shall require the Owner to remedy such non-compliance. If upon the expiration of a sixty (60) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Environmental Control Committee shall notify the Association of such failure, and the Association, at its option, shall have the right to remedy the non-compliance, and the Owner shall reimburse the Association for all expense incurred in connection therewith. If for any reason the Environmental Control Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said notice of completion thereof from the Owner, the work shall be deemed to be in accordance with said approved application.

c. GENERAL RESTRICTIONS APPLICABLE TO CONSTRUCTION AND ALTERATION OF IMPROVEMENTS ON SINGLE FAMILY RESIDENTIAL LOTS.

(1) Such lot shall be used only for single family residential purposes and no more than one residence shall be constructed on any single family residential lot, except that a guest house or servants quarters meeting all requirements of the applicable laws of the County in effect from time to time, may be constructed on a single family residential lot upon obtaining approval of the Environmental Control Committee.

(2) Every residential dwelling (except a guest house or servants quarters) shall contain a minimum of eight hundred (800) square feet of fully enclosed floor area to be devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks, garages, carports and other outbuildings). The square footage limitation with respect to a guest house or servants quarters shall be that specified by the Environmental Control Committee.

(3) No structure or improvement shall be constructed having a height of more than two stories; provided, however, that the height of a structure or improvement may exceed two stories if permissible by law and if the Environmental Control Committee determines that the proposed height is compatible with the physical site involved and adjoining properties; provided further, that any residential dwelling having a height of more than two stories shall have a ground floor meeting the square footage requirements prescribed in subparagraph (2) above.

- (4) No structure or improvement (other than a fence approved by the Environmental Control Committee) shall be constructed, erected, placed or maintained upon any single family residential lot within the following prescribed yards;
 - (a) The yard requirements of the zoning laws of the County of San Bernardino in any case where they are more restrictive than the yard requirements herein set forth and to the extent that they are more restrictive; or
 - (aa) A front yard the minimum depth of which shall be at least fifty (50) feet measured from the centerline of the street or road serving such lot, but in no event less than twenty (20) feet measured from the front line of such lot; and
 - (bb) A side yard the minimum width of which shall be five (5) feet along any single inner side lot line of such lot; and
 - (cc) A rear yard the minimum depth of which, measured from the rear lot line of such lot, shall be the depth necessary to provide a rear yard having an area equal to twenty percent (20%) of the gross area of such lot. (The gross area of a lot shall be the area bounded on the rear by the rear lot line, on any side by the inner side lot lines, and on the front by a line parallel to the rear lot line commencing at that point on the front lot line which is the farthest distance from the rear lot line.) Such minimum depth shall in any event be not less than twenty-five (25) feet, provided, however, that no structure on a Lake Front Lot shall be located closer than fifty (50) feet to the Lake shoreline with the exception of a boat shelter, pier or similar structure, the size, design, construction and placement of which has been approved by the Environmental Control Committee.
- (5) Each single family residential lot shall have off the road parking facilities for at least two automobiles.
- (6) No reflective finishes (other than glass) shall be used on exterior surfaces (other than surfaces of hardwood fixtures).
- (7) There shall be no exterior lighting of any sort either installed or maintained, the light source of which is visible from neighboring property, except as permitted by the Environmental Control Committee Rules.

d. GENERAL RESTRICTIONS APPLICABLE TO CONSTRUCTION AND ALTERATION OF IMPROVEMENTS ON MULTIPLE FAMILY RESIDENTIAL LOTS. (APPLICABLE ONLY TO SUBDIVISIONS HAVING MULTIPLE FAMILY RESIDENTIAL LOTS WITH AN EXHIBIT ATTACHED TO THE APPLICABLE COVENANTS AND RESTRICTIONS.)

- (1) Each Multiple Family Residential Lot shall have not more than that number of apartment units or Condominium Units shown with respect to each such lot on an Exhibit attached to the applicable Covenants and Restrictions.
- (2) Each apartment unit or condominium within shall contain not less than the number of square feet of full enclosed floor area to be devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks, garages, carports and other outbuildings) as shown on an Exhibit attached to the applicable Covenants and Restrictions.
- (3) The height limitations of each building and special yard requirement, if any, shall be that shown with respect to each lot on an Exhibit attached to the applicable Covenants and Restrictions.
- (4) Each lot shall have off the road parking facilities for a least one and one-half (1-1/2) automobiles for each apartment unit or condominium unit in the building, to be constructed on said lot.
- (5) Each and every restriction set forth in paragraphs (6) and (7) of paragraph 7c. above with respect to single family residential lots shall be equally applicable to Multiple Family Lots.

e. GENERAL RESTRICTIONS APPLICABLE TO CONSTRUCTION AND ALTERATION OF IMPROVEMENTS ON COMMERCIAL LOTS (APPLICABLE ONLY TO UNITS HAVING COMMERCIAL LOTS).

- (1) The allowable square footage of fully enclosed floor area, yard areas, and parking areas on each lot shall be as allowed under the applicable zoning laws.
- (2) The allowable building height on each lot shall be as required by the Environmental Control Committee.
- (3) The size and location of storage and loading areas in the main structures on each lot shall be as required by the Environmental Control Committee.
- (4) The size, height and location of all accessory buildings, if any, on any lot shall be as approved by the Environmental Control Committee.
- (5) The size, location, height and type of signs on each lot shall be as approved by the Environmental Control Committee.
- (6) The exterior architectural characteristic including elevations, exterior surface material, exterior colors and exterior lighting shall be as approved by the Environmental Control Committee.

f. GENERAL RESTRICTIONS APPLICABLE TO COMMON AREAS AND COMMUNITY FACILITIES.

- (1) Subject to the Association Rules, the following persons shall have the exclusive right of use of all Common Areas and Community Facilities:
 - (a) Members of the Association, their immediate families, guests and the tenants of such members.
 - (b) Guest of the Lodge.
 - (c) Declarant, its invitees, guests, tenants, employees and agents, and its successors and assigns, while Declarant, its successor or assigns are engaged in the Development and/or sale of property within the Development.
 - (d) Such other persons or entities as the Association shall from time to time grant the right of use.
- (2) The use of Common Areas and Community Facilities shall at all times be subject to the rules, regulations and user charges, if any, prescribed by the Association from time to time.
- (3) The use of said Common Areas and Community Facilities shall be subject to such easements and reservations of rights of Declarant hereinafter described.
- (4) Except Declarant prior to title to the Common Area vesting in the Association, no improvement, excavation or other work which in any way alters any Common Area or Community Facility shall be made except upon strict compliance with the provisions of subparagraph g. following.
- (5) Any portion of a Common Area may be developed by constructing thereon one or more additional recreational facilities by the Association.
- (6) There shall be no use of a Common Area or Community Facility which injures, erodes, or scars same or the vegetation thereon, or increases the cost of maintenance thereof, unless expressly permitted by the Association and in any event, there shall be no use of a Common Area or Community Facility which causes unreasonable embarrassment, disturbance, or annoyance to Owners in the enjoyment of their lots or their condominiums.
- (7) There shall be no camping on any Common Area except in those areas specifically designated as a campground.
- (8) There shall be no use of a Common Area such as that described in subparagraphs (6), (10), (12), (13), (15), (17), (18), (19), (20), (23), and (27) of paragraph 7a. above.

g. COMMON AREAS: CONSTRUCTION AND ALTERATION OF IMPROVEMENTS, ETC.

After title to a Common Area is vested in the Association, no improvement, excavation or work which in any way alters such Common Area from its state on the date such Common Area is so conveyed, shall be made or done except upon strict compliance with the following provisions of this section:

- (1) With the exception of the Declarant (prior to the time that the Association is vested with fee title to said Common Area), or a public utility or governmental agency (by right of easement), only the Association shall have the right to construct improvements upon, or make any excavation or fill upon, or change the natural or existing drainage, of, or destroy or remove any tree shrub or other vegetation, upon, or plant any tree, shrub or other vegetation upon any Common Area.
- (2) If the Association, or any entity under right of easement, proposes to construct a new improvement or alter the exterior of an existing improvement upon a Common Area, or to make any excavation or fill upon, or to change the natural or existing drainage of surface waters, upon a Common Area, it shall not do so until a permit has been obtained from the Environmental Control Committee. The Association, or entity proposing to do such work shall submit to the Environmental Control Committee for approval plans for such work in such form and containing such information as the Environmental Control Committee may require. The Environmental Control Committee shall approve the plans so submitted if the following conditions have been satisfied:
 - (a) If the plans are to construct any new improvement, including any alteration of the exterior of any existing improvement, the Environmental Control Committee finds that such improvement complies with these Covenants and Restrictions; and
 - (b) That such work if under right of easement, (aa) is reasonable necessary for any utility installation serving any property within the Development or any property to be annexed to the Development, or any property for which an easement has been reserved or granted by Declarant or (bb) is desirable in order to provide or improve access to or to enhance the use and enjoyment of any such property; or (cc) is desirable to protect or preserve any property within the Development; and
 - (c) The Environmental Control Committee finds that the proposed work shall not materially prejudice the Development.
- (3) Without approval of the Environmental Control Committee, the Association may:
 - (a) Construct, reconstruct, replace or refinish any improvement or portion thereof upon Common Areas in accordance with the plans for such improvement as they existed upon the Common Area when it was conveyed to the Association;
 - (b) Replace destroyed trees or other vegetation, and, to the extent that the Association deems necessary, plant trees, shrubs, ground cover and other vegetation;
 - (c) Take whatever measures that may be necessary to prevent or retard the shifting or sliding of earth.
- (4) Without approval of the Environmental Control Committee, the Declarant may construct, reconstruct, replace or refinish any improvement intended to be constructed on a Common Area, or any portion thereof, as a part of the development work of the Development.

h. GENERAL RESTRICTIONS APPLICABLE TO EASEMENTS.

- (1) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these easements, and any similar easement conveyed to a Public Authority, Governmental Agency, or a Utility Company by declarant, no structure, planting or other material shall be placed or permitted to remain which may interfere with the use of said easement, or which may damage, interfere, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, or if in a Common Area by the association, except for those improvements for which the owner of the easement is responsible.
- (2) Any trail or park easements shown on the recorded subdivision map, and any similar easements conveyed to the Association or the County Service Area by Declarant, shall be kept clear of structures and no tree or

vegetation shall be fell, cut, trimmed, pruned or removed therein, except as may reasonable be required by the owner thereof to maintain same. Such easements shall at all times be kept open and accessible to members of the Association, their guests and invitees and such other persons as may from time to time have the right of use thereof.

Said easements, reservations and rights of way shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing utilities and quasi-utilities, and to Declarant, its successors or assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights of way are hereby reserved, and may hereafter be reserved.

- (3) Slope control easements shown on the subdivision map or conveyed by Declarant to the owner of the Roads within the Subdivision shall be kept free of structures and no planting or other materials shall be placed thereon which will interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of the flow of drainage channels or obstruct or retard the flow of water through drainage channels.

8. APPLICATION OF LAND USE RESTRICTIONS. The restrictions contained in Paragraph 7 shall not restrict any act, work or improvement by Declarant to be done or made as part of the construction work of the Development or reasonably related to development and/or sale of property within the Development.

9. ENFORCEMENT OF LAND USE RESTRICTIONS. The following persons shall have the right to excise any remedy in law or in equity for the strict compliance with the foregoing Land Use Restrictions on Lots and on Common Areas.

- a. Declarant so long as Declarant owns property in the Development; and
- b. Any Owner of Lot or Condominium within the Development.
- c. The Association.

In the event that any person or entity brings an action for the enforcement of these Restrictions, such person or entity shall be entitled to reasonable attorney fees if he or it prevails in such action.

10. ENVIRONMENT CONTROL COMMITTEE.

a. ORGANIZATION. An Environmental Control Committee is hereby created.

- (1) The Committee shall consist of three (3) members. The following persons are hereby designated as the initial members of the Committee:

Gary Casson
Edward Wallach
Fred Damavandi

Each of said persons shall hold his office until such time as he has resigned, has been removed, or his successor has been appointed.

- (2) Except as provided for in paragraph (3) following, the right to appoint and remove all members of the Committee is reserved to and vested solely in Declarant.
- (3) The right to appoint and remove members of the Committee shall be vested in the Board from and after the expiration of the eighteenth month following the date of Declarant owns not more than five percent (5%) of the lots and Condominiums collectively then within the Development, unless during such eighteen (18) month period, Declarant's percentage of ownership is increased to more than five percent (5%) of the lots and Condominiums collectively within the Development by reason of the annexation of property tot he Development pursuant to paragraphs 4 and 5 above, in which event said eighteen (18) month period will not start to run until Declarant again owns not more than five percent (5%) of the lots and Condominiums collectively then within the Development. Upon the right to appoint and remove members of the Committee

being vested in the Board, the appointment and removal of members of the Committee shall be made by the Board in accordance with the By-Laws and the Board shall have the right to increase the number of members of the Committee to five.

- b. COMMITTEE DUTIES. It shall be the duty of the Committee to consider and act upon such proposals or plans from time to time submitted to it pursuant to these Covenants and Restrictions and to adopt Committee rules and to perform such other duties from time to time delegated to it by these Covenants and Restrictions as by the Association.
- c. COMMITTEE: MEETINGS; ACTION; COMPENSATION; EXPENSES. The Committee shall meet from time to time as necessary to perform its duties. The vote or written consent of any two (2) members shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required by these Covenants and Restrictions. The Committee shall keep and maintain a record of all action taken by it at such meetings or otherwise. Unless and until authorized by the Board, the members of the Committee shall not receive any compensation from the Association, but all members shall be entitled to reimbursement from the Association for reasonable expenses incurred in the performance of any Committee function. In any event, the Committee shall not be entitled to compensation or reimbursement from the Association so long as said Committee is appointed by Declarant under subparagraph a.(2) above.
- d. COMMITTEE RULES. The Committee shall by majority vote have the exclusive power to adopt, amend and repeal, rules and regulations, to be known as "Environmental Control Committee Rules," which interpret or implement the provisions of these Covenants and Restrictions insofar as they relate to matters within the jurisdiction of the Committee. A copy of the Committee Rules, as they may from time to time be amended, shall be maintained with the records of the Association and shall be available for inspection by any Owner.
- e. NON-WAIVER. The approval by the Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Committee under these Covenants and Restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter.
- f. VARIANCES. The Committee shall have the power to allow reasonable variances to the provisions of paragraph 7 of these Covenants and Restrictions in order to overcome practical difficulties and prevent unnecessary hardship, provided the following conditions are met:
 - (1) A public hearing on the application for such variance is held by the Committee after giving ten (10) days prior written notice (i) to owners of lots and condominiums in the Development within a radius of one-half (1/2) mile of the subject lot or Common Area; and (ii) to the Association; and
 - (2) The Committee finds that the variance will not be materially detrimental to other lots, condominiums and/or Common Areas in the Development.
- g. ESTOPPEL CERTIFICATE. Within thirty (30) days after written demand therefor is delivered to the Committee by any Owner and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the Committee shall record an estoppel certificate executed by any two of its members, certifying with respect to any lot and/or condominium of said Owner, that as of the date thereof either (a) all improvements and other work made or done upon or within said lot or condominium by the Owner, or otherwise, comply with the Covenants and Restrictions, or (b) such improvements and/or work do not so comply, in which event the certificate shall also (1) identify the non-complying improvements and/or work, and (2) set forth the cause or causes for such non-compliance. Any purchaser from the Owner or encumbrances shall be entitled to rely on said certificate with respect to the matter therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and any purchaser, or encumbrancer.
- h. LIABILITY. Neither the Committee, nor any member thereof, shall be liable to the Association, or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any property within the Development, or (d) the execution and filing of an estoppel certificate, whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith.

11. THE ASSOCIATION.

a. ORGANIZATION.

- (1) The Association is a non-profit membership corporation charged with the duties and empowered with the rights set forth herein and its By-Laws. It was created by its Articles and its affairs shall be governed by its Articles and By-Laws and by these Covenants and Restrictions.
- (2) In the event that the Association as a corporate entity is dissolved, a non-profit, unincorporated association shall forthwith and without further action or notice, be formed and succeed to all the assets, rights, privileges, duties and obligations of the Association.

b. MEMBERSHIP.

- (1) The following persons shall be members of the Association:
 - (a) Each Owner of a Single Family Residential Lot; and
 - (b) Each Owner of a Multiple Family Residential Lot; and
 - (c) Each Owner of a Condominium.
 - (d) The Owner of the Lodge.
- (2) If more than one person owns the property giving rise to the appurtenant membership, all of said persons shall be deemed one membership and the membership shall be in the name of one designated individual. With respect to Single Family Residential Lots, Multiple Family Residential Lots and Condominiums, the Board shall at all times have the power to limit the number of persons (other than immediate family of the designated member) who shall have the right to use the Common Areas and Community Facilities under any one membership.
- (3) The rights, duties, privileges and obligations of a member shall be in accordance with these Covenants and Restrictions, the Articles and By-Laws.
- (4) In the event of the dissolution of the Association, upon the formation of an unincorporated association, each member of the Association shall be a member of the unincorporated association and shall have an underlying beneficial interest in all of the property transferred to or for the benefit of said unincorporated association; provided, however, that there shall be no judicial partition of such property, or any part thereof, nor shall any such member acquiring any interest in said property, or any part thereof, seek any such judicial partition.

c. VOTING RIGHTS. Each member of the Association shall be entitled to vote as follows:

- (1) A member who owns a Single Family Residential Lot shall be entitled to one (1) vote for each lot so owned.
- (2) A member who owns an unimproved Multiple Family Residential Lot shall be entitled to one (1) vote for each lot so owned.
- (3) A member who owns an improved Multiple Family Residential Lot (unless it is an improved Condominium Lot) shall be entitled to that number of votes equal to the number of apartment units on the lot.
- (4) A member who owns a Condominium shall be entitled to one (1) vote for each such condominium so owned.
- (5) The owner of the Lodge shall be entitled to that number of votes equal to twenty percent (20%) of the number of living units in the Lodge; provided, however, that if twenty percent (20%) of the number of living units results in a fractional vote, the fractional vote shall be disregarded and the owner shall be entitled to the next lowest whole number of votes.

Every member entitled to vote at any election of the Board may cumulate his votes and give any candidate a number of votes equal to the number of votes which the member has, multiplied by the number of directors

to be elected. The right to vote may not be severed from the property to which it relates and any sale, transfer or conveyance of fee title of the property to a new Owner, shall operate to transfer the appurtenant vote or votes to the grantee.

d. **DUTIES OF THE ASSOCIATION.** The Association shall have the duties, subject to these Covenants and Restrictions, to perform every obligation and duty described in its By-laws, including the following:

- (1) The Association shall accept as members all persons described in paragraph 11.b(1) above.
- (2) Immediately prior to any dissolution of the Association as a corporate entity, the Association shall convey all property vested in it to an independent corporate trustee to hold same in trust for the unincorporated association to be formed for the benefit of the Members.
- (3) The Association shall operate any Community Facility which it owns for the benefit of those entitled to use such facilities pursuant to these Covenants and Restrictions.
- (4) The Association shall, at the expense of the Owner, provide for the maintenance of any lot or improvement thereon which is not maintained by the Owner in accordance with the requirements of these Covenants and Restrictions.
- (5) The Association shall pay all taxes and assessments levied upon any Association Property.
- (6) The Association shall contract for or otherwise provide such services as required by majority vote of the membership.
- (7) The Association shall obtain and maintain in force the following policies of insurances:
 - (a) Fire and extended coverage insurance on all property owned by the Association from time to time, the amount of such insurance to be not less than ninety percent (90%) of the aggregate full insurable value, meaning actual replacement value (exclusive of the cost of excavation, foundations and footings), of such improvements as determined by the Association, provided, however, that this requirements shall not apply to any property under lease from the District unless such lease requires same.
 - (b) Bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence insuring against any and all liability with respect to its operations; and
 - (c) Property damage liability insurance with a deductible of not more than One Thousand Five Hundred Dollars (\$1,500.00) and a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) per accident.

The above policies of liability insurance shall cover as insureds the Declarant, the Association, the Board, the Environmental Control Committee, the Owners of all lots and condominiums in the Development, and their agents, representatives, members and employees. Each policy of insurance obtained by the Association shall expressly waive any and all rights of subrogation against declarant, its agents, representatives, and employees, and any Owner of a lot or condominium.

- (8) The Association shall accept and act upon applications submitted to it for the development of additional community facilities.
- (9) The Association shall from time to time make, establish, promulgate, amend and repeal Association Rules and establish user charges for Community Facilities.
- (10) The Association shall appoint and remove members of the Environmental Control Committee and ensure that at all reasonable times there is a duly constituted and appointed Environmental Control Committee.
- (11) The Association shall levy assessments upon all members of the Association and take such action as is required for the collection of assessments and user charges.

- (12) The Association shall take such actions, whether or not expressly authorized by these Covenants and Restrictions, as may reasonable be necessary to implement and enforce these Covenants and Restrictions, the Association Rules and the Environmental Control Committee Rules.

e. **POWERS AND AUTHORITY OF THE ASSOCIATION.** The Association shall have all of the powers set forth in the Articles, including the power to levy and collect assessments from all members hereinafter provided together with its general powers as a non-profit corporation (subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles the By-laws and in these Covenants and Restrictions) to do all lawful things which may be required to be done by the Association under these Covenants and Restrictions and to do all acts which may be necessary for or incidental to the exercise of any express power of the Association or for the peace, health, comfort, safety and/or general welfare of the members of the Association. Without in any way limiting the generality of the foregoing:

- (1) The Association shall have the power and authority at any time without liability to any Owner, to enter upon any lot for the purpose of enforcing these Covenants and Restrictions, or for the purpose of enforcing these Covenants and Restrictions, or for the purpose of maintaining any such lot, and any improvements thereon, if for any reason whatsoever the Owner thereof fails to maintain such lot or any structure thereon as required under these Covenants and Restrictions, and for the purpose of removing therefrom any improvement constructed or maintained on any lot contrary to the provisions of these Covenants and Restrictions. The Association shall have the power to commence and maintain actions to restrain and enjoin any breach or threatened breach of these Covenants and Restrictions.
- (2) The Association, in fulfilling any of its duties, under these Covenants and Restrictions, shall have the power and authority to:
 - (a) Contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all property which it owns from time to time, or leases from time to time when said lease provides that the Association shall be obligated to so maintain, restore and repair such leased property.
 - (b) Obtain, maintain, and pay for such insurance policies or bonds, as the Association shall deem to be appropriate for the protection or benefit of the Development, the Association, the members of the Board, the members of the Environmental Control Committee, or the members of the Association, including, but without limitation, war risk insurance, boiler insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds;
 - (c) Contract and pay for, or otherwise provide for, such utility services to property which it leases or owns, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services, as may from time to time be required;
 - (d) Contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys and certified public accountants and such other professional and non-professional services as the Association deems necessary;
 - (e) Contract and pay for, or otherwise provide for, fire, police, and such other protection services as the Association shall from time to time deem necessary for the benefit of the Development, any property located within the Development, and Owners;
 - (f) Contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment, and labor, as and to the extent the Association deems necessary; and
 - (g) Pay and discharge any and all liens from time to time placed or imposed upon property of the Association on account of any work done or performed by the Association in fulfillment of any of its duties.
 - (h) Employ the services of a manger to manage the affairs of the Association and, to the extent not inconsistent with the laws of the State of California and upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers under these Covenants and Restrictions.

- (i) Contract for the operational management of any or all of the Community Facilities as it shall from time to time see fit.
- (j) Pay, comprise or contest any and all taxes and assessments levied against all or part of any property belonging to the Association.
- (k) Subject to the provisions of these Covenants and Restrictions adopt, amend and repeal rules and regulations to be known as "Association Rules" governing, among other things:
 - (aa) The use of the Common Areas and Community Facilities;
 - (bb) The use Association property;
 - (cc) the collection and disposal of refuse;
 - (dd) The burning of open fires;
 - (ee) The keeping and maintenance of animals within the Development; and
 - (ff) Other activities in the Development which would adversely affect the peace and enjoyment of residents in the Development.
- (l) Grant concessions and/or leases, and approve subleases, with respect to any of the Community Facilities;
- (m) Establish and collect reasonable user charges for any Community Facility which it owns.

12. FUNDS AND ASSESSMENTS OF ASSOCIATION.

a. **OPERATING FUND.** The Association shall have an operating fund, into which the Association shall deposit all monies paid to it as general assessments and special assessments hereunder, user charges paid by users of Association operated Community Facilities; miscellaneous fees; and other income to the Association. The Association shall make all disbursements in performing the functions of the Association from this fund.

b. GENERAL ASSESSMENT.

- (1) On or before May 1st of each year, the Board of Directors of the Association shall estimate the costs and expenses to be incurred by the Association during such fiscal year in performing its functions (including a reasonable provision for contingencies and replacements) and shall subtract from such estimate;
 - (a) An amount equal to the anticipated balance (exclusive of any reserves for contingencies and replacements) in the operating fund at the start of such fiscal year; and,
 - (b) The estimated receipts from all user charges, miscellaneous fees and other income to be collected by the Association during the next fiscal year.
- (2) The net estimate of the amount required by the Association as determined pursuant to subparagraph (1) above shall be assessed to the members as a General Assessment, in the following manner:
 - (a) A unit of assessment shall be arrived at by taking the amount required under subparagraph (1) above and dividing it by the sum of 91) the number of single family residential lots, plus (ii) the number of unimproved multiple family lots, plus (iii) the number of apartment units and condominiums on an improved multiple family lot, plus twenty percent (20%) of the number of living units in the Lodge.
 - (b) The owner of each single family residential lot shall be assessed one unit of assessment; the owner of each unimproved multiple family lot shall be assessed one unit of assessment; the owner of an improved multiple family lot shall be assessed one unit of assessment for each apartment unit thereon; and the owner of each condominium shall be assessed one unit of assessment; and the owner of the Lodge shall

be assessed twenty percent (20%) of the product of unit of assessment (as determined under paragraph 2a above) multiplied by the number of living units in the Lodge.

- (c) Assessments shall be levied as of the first day of July of each year and the owners of each lot covered by a Subdivision Map recorded during the fiscal year shall be assessed that portion of the total assessment equal to that percentage of the fiscal year remaining as of the date of recordation of such Subdivision Map.
- (d) If at any time during any fiscal year, the General Assessment proves to be inadequate, the Association may levy a further General Assessment against said Owners in the amount of such actual or estimated inadequacy, which shall be assessed to the Owners in the manner set forth above.
- (e) The General Assessment shall be due and payable on or before the 1st day of August of each year unless the Association shall designate a different due date, and shall be payable in lump sum or in such installments as determined by the Board.

c. SPECIAL ASSESSMENT. The Association shall levy a Special Assessment against any Owner of a Residential Lot or Condominium when, as a direct result of the failure of said Owner to comply with these Covenants and Restrictions, the Association Rules, or the Rules of the Environmental Control Committee, the Association expended monies from the operating fund in the enforcement of same. Such Special Assessment shall be in the amount so expended, and shall be due and payable to the Association when levied.

d. DEVELOPMENT FUND AND ASSESSMENT.

- (1) There shall be a Development Fund, into which the Association shall deposit all monies paid to it as Development Assessments.
- (2) The purpose of the Development Fund is to provide for the development of those facilities, in addition to those conveyed to the Association by Declarant, which the Association may from time to time require. In such event, the Association may assess Owners in the manner described in Paragraph 12b(2) above, a Development Assessment for such development.
- (3) No Development Assessment shall be levied unless such assessment has been approved by the vote of Owners, other than Declarant, being responsible for seventy-five percent (75%) of the General Assessment units under Paragraph 12(b)(2) above.
- (4) A Development Assessment shall be due and payable by the Owners to the Association in such installments and during such period or periods as the Association shall designate and as shall be approved pursuant to subparagraph (3) above.
- (5) No Development Assessment shall be levied hereunder prior to the time that the Association has fee title to any of the Common Areas and Community Facilities.

13. ASSESSMENT LIEN AND DEFAULT IN PAYMENT OF ASSESSMENTS.

- a. Each Assessment under paragraph 12b, c and d shall be a personal obligation of the Owner against whom it is assessed. If the Owner does not pay such assessment when due, the Owner shall be deemed to be in default, and the amount of the assessment not paid, plus interest at nine percent (9%) per annum on the unpaid balance, and costs, including reasonable attorneys' fees incurred in collection, shall become a lien upon such Owner's property upon recordation by the Association of a notice of default. Such lien shall be subject and subordinate to the lien of any mortgage or deed of trust upon the property of such Owner which is made in good faith and for value and is recorded prior to the recordation of such notice of default. The Association shall record such notice of default within sixty (60) days following the due date of such assessment unless said assessment is paid within said sixty (60) day period, and shall commence proceedings to enforce such lien within three (3) years following such recordation. The foregoing remedy shall be in addition to all other remedies provided by law for the enforcement of such assessment obligation.
- b. The Association shall execute and acknowledge a certificate stating the indebtedness, if any, secured by a lien under the previous paragraph, and such certificate shall be conclusive upon the Association and the Owners, and in favor of all persons who rely thereon in good faith, as the amount of such indebtedness, if any, on the

date of the certificate. The Association shall furnish a copy of such certificate to any Owner upon request, at a reasonable fee.

14. CONVEYANCE OF COMMON AREA.

- a. There will be conveyed to the Association, fee title to all of the Common Areas in the Development. Such conveyances shall be subject to the following:

- (1) Such easements as have been dedicated and/or granted prior to the conveyance to the Association.
- (2) The right of Declarant, its agents, employees, licensees, and invitees to use said Common Areas and he Community Facilities thereon, without charge, in connection with the development of and sale of property in the Development, including the right to use same for promotion, shows events, and sale promotion activities in connection with the sale of property in the Development until the expiration of ten (10) years from and after the date of recordation of this Declaration or until Declarant has sold and conveyed ninety percent (90%) of the residential lots and condominiums in the Development, whichever event should last occur.
- (3) The right of Declarant for a period of ten (10) years from the date of first recordation of these Covenants and Restrictions to dedicate to the public and/or to the Federal Government, the State of California, the County, the County Service Area, or any other political subdivision, governmental agency or public utility such easements as may be required to serve lots within the Development including any property annexed thereto pursuant to paragraphs 4 and 5 above.
- (4) The right of Declarant to use said Common Areas and/or grant to others an easement to use said Common Areas for the purpose of constructing, maintaining and operating thereon, and therein such pipes, poles, wires conduits, equipment and attachments in connection with a Cable Television System, or similar facility to serve the Development including any property annexed thereto pursuant to paragraphs 4 and 5 above.

16. ASSIGNMENT OF POWERS. Any and all the rights and powers vested in Declarant pursuant to these Covenants and Restrictions may be delegated and assigned to the Association, and the Association shall accept the same, effective upon the recording by the Declarant of a notice of such delegation and assignment.

17. CONDEMNATION OF COMMON AREAS. If at any time, any portion of a Common Area or a Community Facility, or any interest therein, be taken by right of eminent domain or by private purchase in lieu of eminent domain, the entire award shall be paid to the Association or its successor unincorporated association. No member of the Association or the successor unincorporated association shall be entitled to participate as a party in any proceedings and/or participate in any award.

18. OBLIGATION OF OWNERS; AVOIDANCE; TERMINATION.

- a. No member of the Association through his non-use of any Common Area or Community Facility, or by abandonment of property to which the right of use is appurtenant may avoid the burdens or obligations imposed on him by these Covenants and Restrictions by virtue of his being an Owner.
- b. Upon the conveyance of fee title of property to which the right of the use of the Common Areas and Community Facilities is appurtenant, the transferring Owner shall not be liable for any assessments levied with respect to such lot or condominium for a fiscal year commencing after the date of recordation of deed.

19. NOTICES; DOCUMENTS; DELIVERY. Any notice or any other document permitted or required by these Covenants and restrictions to be delivered may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: if to the Association or to the Environmental Control Committee, at P.O. Box 179, Helendale, California 92342; if to an Owner, at the address from time to time given by such Owner to the Association for the purpose of service of such notice, or, if no such address has been so given, then at any lot or condominium within the Development owned by the Owner; if to Declarant, at 6430 Sunset Boulevard, Los Angeles, California 90028; provided, however, that any such address may be changed from time to time by any Owner, or by Declarant, by notice in writing, delivered to the Association, or by the Association, by notice in writing delivered to all Owners.

20. (There is no paragraph 20.)

21. AMENDMENT, ENFORCEMENT AND WAIVER.

- a. In addition to the rights reserved to declarant to modify or supplement these Covenants and Restrictions with respect to property to be annexed to the Development, under paragraph 4 and 5 above, these Covenants and Restrictions may be amended (or repealed) upon the happening of all of the following events:
 - (1) The vote or written consent of Owners of record owning not less than three-fourths (3/4) of the lots and condominiums within the Development approving the proposed amendment or repeal;
 - (2) The recordation of a certification of the Secretary of the Association setting forth in full the amendment so approved and certifying that said amendment has been approved by Owners as required in paragraph (1) above.
- b. These Covenants and Restrictions shall continue and remain in full force and effect, subject to the right to amend (or repeal) as provided for in paragraph a. above, for a term expiring on the last day of December, 2000, after which they shall remain in effect for successive ten (10) year periods unless a majority of the Owners of record of lots and condominiums within the Development at any time during any such ten (10) year period record an instrument signed by such majority amending or repealing same.
- c. So long as Declarant owns real property in the Development, declarant shall have the right to enforce any of these Covenants and Restrictions with respect to Owners of any property within the Development. The Association and any Owner of a lot or condominium subject to the Covenants and Restrictions shall have the right to enforce these Covenants and Restrictions.
- d. Every act or omission whereby these Covenants and Restrictions are violated is hereby declared to be a nuisance and may be enjoined or abated, provided, however, that any provision to the contrary notwithstanding, only the Association and Declarant may enforce by self-help any provision of these Covenants and Restrictions.
- e. Each remedy provided for in these Covenants and Restrictions is cumulative and not exclusive.
- f. The failure to enforce any provision of these Covenants and Restrictions shall not constitute a waiver of any right to enforce such provision thereafter or any other provision.

21.A. SEVERABILITY; SINGULAR AND PLURAL; TITLES.

- a. The limitations, restrictions, covenants and conditions of these Covenants and Restrictions shall be deemed independent and severable, and the invalidity of any provision shall not affect the validity or enforceability of any provisions.
- b. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.
- c. All titles used in these Covenants and Restrictions, are intended solely for convenience and the same shall not affect that which is set forth in each of these Covenants and Restrictions.

22. MISCELLANEOUS.

- a. Declarant has agreed to make certain improvements within the Common Areas, consisting of certain Community Facilities. Declarant agrees that the Common Areas, including said improvements, shall be conveyed to the Association free and clear of any liens or charges for the cost of making such improvements.
- b. The Grantee of any property subject to these Covenants and Restrictions by accepting a Deed conveying title thereto whether from Declarant or a subsequent owner shall accept such deed subject to these Covenants and Restrictions and by such acceptance for himself, his heirs, personal representatives, successors and assigns, agrees with Declarant and with the Grantee and subsequent owners of each and every lot, condominium and

c. Subject to all applicable laws and regulations of the Federal Government, State of California and the County, and their agencies, Declarant reserves unto itself for a term of twenty (20) years from the date that these Covenants and Restrictions are first recorded, the exclusive right to construct, maintain, and operate, or to grant licenses to construct, maintain, and operate a Cable Television system, or similar system within the Development to serve the lots and condominiums within the Development. Said reservation of right shall be subject to the following:

- IN WITNESS WHEREOF, Grantor has executed this Declaration this day and year fist above written.

By (s) Gary G. Cowan

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EXHIBIT A

All of Tract 8320, as per map recorded in Book 111 Pages 68 to 78 inclusive of maps and those portions of Sections 6, 7, and 18, Township 7 North, Range 4 West, Sections 29, 30, and 31, Township 8 North, Range 4 West, Sections 1, 12, 13, 23, 24 and 25, Township 7 North, Range 5 West and Sections 25 and 36, Township 8 North, Range 5 West, San Bernardino Meridian, in the County of San Bernardino, State of California, described as follows:

Beginning at a point on the westerly line of said Section 24, Township 7 North, Range 5 West, distant thereon 100.00 feet northerly of the southwesterly corner of said Section 24; thence northerly along the westerly line of the southwest one-quarter of said Section 24 to the northwesterly corner of said southwest one-quarter; thence westerly along the southerly line of the east half of the northeast one-quarter of said Section 23 to the southwesterly corner of said east one-half; thence northerly along the westerly line of said east one-half to the northwesterly corner of said east one-half; thence easterly along the northerly line of said east one-half to the northwesterly corner of said Section 13; thence northerly and easterly along the westerly and northerly lines of said Section 13 to the southwesterly corner of the southeast one-quarter of said Section 12; thence northerly and easterly along the westerly and northerly lines of said southeast one-quarter to the westerly line of the east one-half of the east one-half of said Section 12; thence northerly along said westerly line to the southerly line of said Section 1; thence westerly along said southerly line to the southeasterly corner of the west three-fourths of the west one-half of the east one-half of said Section 1; thence northerly along the easterly line of the west three-fourths of the west one-half of the east one-half of said Section 1 to the southerly line of the northeast one-quarter of the southwest one-quarter of the southeast one-quarter of said Section 1; thence westerly along said southerly line and along the southerly line of the northwest one-quarter of the southwest one-quarter of the southeast one-quarter of said Section 1 to the southwesterly corner of said northwest one-quarter of the southwest one-quarter of the southeast one-quarter; thence westerly along the southerly line of the northeast one-quarter of the southeast one-quarter of the south west one-quarter of said Section 1 and along the southerly line of the east one-half of the northwest one-quarter of the southeast one-quarter of the southwest one-quarter of said Section 1 to the southwesterly corner of said east one-half of the northwest one-quarter of the southeast one-quarter of the southwest one-quarter; thence northerly along the westerly line of said east one-half of the northwest one-quarter of the southeast one-quarter of the southwest one-quarter to the northwesterly corner of said east one-half of the northwest one-quarter of the southeast one-quarter of the southwest one-quarter; thence easterly along the northerly line of said east one-half of the northwest one-quarter of the southeast one-quarter of the southwest one-quarter and along the northerly line of the northeast one-quarter of the southeast one-quarter of the southwest one-quarter of said section 1 to the northwesterly corner of the northwest one-quarter of the southwest one-quarter of the southeast one-quarter of said section 1; thence easterly along the northerly line of said northwest one-quarter of the southwest one-quarter of the southeast one-quarter and along the northerly line of the west one-half of the northeast one-quarter of the southwest one-quarter of the southeast one-quarter of said section 1 to the easterly line of the west three-fourths of the west one-half of the east one-half of said section 1; thence northerly along said last mentioned easterly line to the southerly line of the northeast one-quarter of said section 1; thence westerly along said last mentioned southerly line and along the southerly line of the southeast one-quarter of the northwest one-quarter of said section 1 to the southwesterly corner of said southeast one-quarter of the northwest one-quarter, thence northerly and easterly along the westerly and northerly lines of said southeast one-quarter of the northwest one-quarter to the westerly line of the northeast one-quarter of said Section 1; thence northerly along said last mentioned westerly line to the southerly line of the north one-half of the north one-half of the northeast one-quarter of the northwest one-quarter of said section; thence westerly along said last mentioned southerly line to the easterly line of the north one-half of the northwest one-quarter of the northwest one-quarter of said section; thence southerly, westerly, and northerly along the easterly, southerly, and westerly lines of said north one-half of the northwest one-quarter of the northwest one-quarter to the southwesterly corner of section 36, township 8 north, range 5 west; thence northerly and easterly along the westerly and northerly lines of the southwest one-quarter of said section 36 to the northeasterly corner of said southwest one-quarter of said section 36; thence northerly along the westerly line of the northeast one-quarter of said section 36 to the southeasterly corner of the southwest one-quarter of section 25, township 8 north, range 5 west; thence westerly, northerly; and easterly along the southerly, westerly, and northerly lines of said southwest one-quarter and along the northerly line of the southeast one-quarter of said last mentioned Section 25 to the westerly line of said Section 30; thence northerly and easterly along the westerly and northerly lines of one-quarter and along the northerly line of the southeast one-quarter of said last mentioned Section 25 to the westerly line of said Section 30; thence northerly and easterly along the westerly and northerly lines of said Section 30 and along the northerly line of said Section 29 to the centerline of that certain 1600 foot strip of land as described in Parcel A in deed to San Bernardino Flood control district recorded in book 6468 page 214 of official records, records of said county; thence southwesterly along said centerline and following the same in all its various courses and curves to a point in the southerly line of said section 29; thence westerly along said southerly line to the northeasterly corner of said Section 31; thence southerly along the easterly line of said Section 31 to the southerly corner of the northeast one-quarter of the northeast one-quarter of said Section 31; thence westerly along the southerly line of the northeast one-quarter to the easterly line of the southwest one-quarter of the northeast one-quarter

of said Section 31; thence southerly along said easterly line and along the easterly line of the northwest one-quarter of the southeast one-quarter of said Section 31 to the northerly line of the southwest one-quarter of the southeast one-quarter of said section 31; thence westerly along said last mentioned northerly line to the westerly line of the Mojave river; thence southwesterly along said westerly line and following the same in all its various curses and curves to the easterly line of the southwest one-quarter of said Section 31; thence southerly along said easterly line to the northwesterly corner of the northeast one-quarter of said Section 6; thence easterly, southerly, and westerly along the northerly, easterly, and southerly lines of the west one-half of the northwest one-quarter of the northeast one-quarter of said Section 6 to the southeasterly corner of the north one-half of the northwest one-quarter of said Section 6; thence westerly along the southerly line of said north one-half of the northwest one-quarter to the easterly line of the west one-half of the southeast one-quarter of the northwest one-quarter of said section 6; thence southerly and westerly along the easterly and southerly line of said last mentioned west one-half to the easterly line of government lot 2 of the southwest one-quarter of said Section 6; thence southerly along said last mentioned easterly line to the northerly line of the southerly 825 feet of said government lot 2; thence westerly along said last mentioned northerly line to the easterly line of the westerly 20 feet of the southerly 825 feet of the southwest one-quarter of said section 6; thence southerly along said last mentioned easterly line to the southerly line of said Section 6; thence westerly along said last mentioned southerly line to the northwesterly corner of said section 7; thence southerly along the westerly line of said Section 7 to the northerly line of the south one-half of the northwest one-quarter of the northwest one-quarter of said Section 7; thence easterly along said last mentioned northerly line to the northwest corner of the southwest one-quarter of the northeast one-quarter of said Section 7; thence easterly and southerly along the northerly and easterly line of said southwest one-quarter of the northeast one-quarter of the northwest one-quarter to the northerly line of the southeast one-quarter of the northwest one-quarter of said section 7; thence easterly along said northerly line to the westerly line of the east 480 feet of said southeast one-quarter of the northwest one-quarter; thence southerly along said westerly line and along the westerly line of the easterly 480 feet of the northeast one-quarter of the southwest one-quarter of said Section 7 to the northerly line of the southeast one-quarter of the southwest one-quarter of said Section 7; thence easterly along said northerly line to the easterly line of said southwest one-quarter thence southerly and westerly along the easterly and southerly lines of said southwest one-quarter to the northeasterly corner of said Section 13; thence westerly along the northerly line of said Section 13 to the westerly line of the east one-quarter of the northeast one-quarter of the northeast one-quarter of said Section 13; thence southerly along said westerly line to the northerly line of the southeast one-quarter of the northeast one-quarter of said section 13; thence easterly along said northerly line to the northwest corner of the southwest one-quarter of the northwest one-quarter of said Section 18; thence easterly and southerly along the northerly and easterly lines of said southwest one-quarter of the northwest one-quarter to the northeast corner of the northwest one-quarter of the southwest one-quarter of said Section 18; thence southerly and westerly along the easterly and southerly lines of said northwest one-quarter of the southwest one-quarter to the easterly line of said Section 13; thence southerly and westerly along the easterly and southerly lines of said Section 13 to the northeast corner of the northwest one-quarter of the northeast one-quarter of said Section 24; thence southerly and westerly along the easterly and southerly lines of said northwest one-quarter of the northeast one-quarter to the north and south centerline of said Section 24; thence southerly along said centerline to the northeast corner of the north one-half of the northwest one-quarter of said Section 25; thence southerly and westerly along the easterly and southerly lines of said north one-half to the southwest corner of that certain parcel of land described as Parcel No. 21-E in deed to Dart Industries, Inc., recorded in book 7552 page 378 of official records, records of said county; thence northerly along the westerly line of said parcel to the northwesterly corner thereof; thence northerly parallel with the westerly line of said Section 24 a distance of 100.00 feet to a line which is parallel with the northerly line of the north one-half of the northwest one-quarter of said Section 25 and which passes through the point of beginning, thence westerly along said parallel line to the point of beginning.

Excepting therefrom those certain parcels of land described in deed to the San Bernardino County Flood Control District recorded in book 7734 page 594 and in book 7734 page 591, both of official records, records of said county.

Also excepting therefrom that portion thereof which lies within the south one-half of the west one-half of the east one-half of the northwest one-quarter of the northeast one-quarter of said Section 1.