

MAIL TO:  
RICHARD PIERCE  
20625 SIERRA ELLENA.  
TENAJA, CA. 92562

524768  
RECEIVED FOR RECORD  
AT 8:00AM

AMENDED

DEC - 3 1998

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(PARCELS)

Recorded in Official Records  
of Riverside County, California

Recorder

Fees \$

40.00

43/14

AR

THIS AMENDED DECLARATION, made this 25<sup>th</sup> day of November, 1998, by the record owners of certain parcels located within the real property described in more detail herein (individually and collectively hereinafter referred to as "Declarant").

**DECLARANTS ARE:**

ROBIN OXMAN  
RICHARD PIERCE

ARTICLE I  
RECITALS

1.01 On December 19, 1968 SANTA ROSA RANCHES, a partnership, composed of Temecula Properties, Inc., a California corporation, Temecula Investment Company, a California corporation, and Kaiser Rancho California, Inc., a California corporation, as partners, the developer, established Covenants, Conditions and Restrictions (the "Foundation Declaration") for certain property located in the County of Riverside, State of California, more particularly described therein;

1.02 Declarant constitutes fifty-one percent (51%) or more (based on the number of square feet subject to these restrictions) of certain real property in the County of Riverside, State of California as more particularly described in Exhibit "A" attached hereto (the "Area");

1.03 The Foundation Declaration will expire on December 19, 1998;

1.04 Declarant expressed by ballots distributed to all record owners its desire to amend, extend and replace the Foundation Declaration as set forth herein ( the "Declaration");

1.05 Said ballots were dully distributed, collected, and counted as set forth in the affidavit attached hereto as Exhibit "B"; and

1.06 The Declarant by said ballots appointed Richard Pierce and/or Robin Oxman as attorney-in-fact with full power and authority to execute the Declaration on Declarant's behalf.

NOW, THEREFORE, Declarant hereby declares that the Area and Parcels thereof shall be held, sold and conveyed, subject to the following restrictions, covenants, and conditions.

**ARTICLE II**  
**GENERAL PROVISIONS**

**2.01 Establishment of Restrictions.**

Declarant, empowered pursuant to Section 7.02 of the Foundation Declaration, hereby declares that each Parcel within the Area is now held and shall thereafter be held, transferred, sold, leased, conveyed and occupied subject to the restrictions herein set forth, each and all of which is and for, and shall inure to, the benefit of and pass with each and every Parcel of the Area and shall apply to and bind the heirs, assignees and successors in interest of Declarant and any owner thereof.

**2.02 Purpose of Restrictions.**

The purpose of these restrictions is to insure Area use and development of the Area, to protect the owner of each Parcel against improper use and development of surrounding Parcels as will depreciate the value of the Parcels or interfere with the beneficial use and enjoyment of the Parcels, to prevent haphazard and unsightly improvements, and in general to provide adequately for planned use and development of the Area in accordance with the terms hereof.

**2.03 Definitions.**

(a) **Improvements.** "Improvements" shall mean and include buildings, barns, silos, cages, houses, outbuildings, sheds, parking areas, loading areas, fences, walls, poles, signs, streets, alleys and any other structures of any type or kind.

(b) **Declarant.** "Declarant" shall mean the undersigned Owners, their heirs, successors and assigns.

(c) **Non-Area Resident.** "Non-Area Resident" shall mean a property owner who resides outside the Area but within the Tenaja Community Services District.

(d) **Non-Resident.** "Non-Resident" shall mean an Owner who does not own a residence on a Parcel.

(e) **Owner.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel which is a part of the Area, but excluding those having such interest merely as security for the performance of an obligation.

(f) **Parcel.** "Parcel" shall mean and refer to, unless otherwise specifically stated herein, any portion of the Area transferred, conveyed, or otherwise transferred to an Owner.

(g) **Resident.** "Resident" shall mean an Owner who owns a residence on a Parcel.

**ARTICLE III**  
**REGULATION OF IMPROVEMENTS**

**3.01 Minimum Setback Line.**

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

(b) **Front Yard Setback.** The front setback line is established fifty (50) feet from the front property line.

(c) Side and Back Yard Setbacks. The setback lines from both the side and back yard property lines are each established at a minimum of thirty-five (35) feet from the said property lines.

(d) Setback Variances. An Owner may request a variance to the setback requirements referenced herein from the Architectural Control Committee established under ARTICLE V hereof by presenting to said committee a plot plan showing that the structures desired to be constructed cannot be reasonably accomplished without modifying said setback requirements.

(e) Retention of Slope Easements. Slope easements at a ratio of 2:1 are reserved for improvement of streets to ultimate standards of the governing agency.

### 3.02 Completion of Construction.

After commencement of construction of any structure or improvements, the work thereon shall be diligently prosecuted, to the end that the structure or improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

### 3.03 Fencing.

All Parcels on which animals are kept shall be adequately fenced so as to keep said animals on that Parcel and protect the crops and property of other Parcels.

### 3.04 Excavation.

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

### 3.05 Signs.

(a) No signs, posters or displays ("Signs") shall be shown or displayed on a Parcel, except as follows:

- (1) To identify the name and address of the person or business occupying the premises;
- (2) To identify the offering of the premises for sale or lease; and
- (3) To identify prohibited uses of the Parcel.

(b) Signs, shall conform to the following sizes and standards:

- (1) For Parcels contiguous to a paved road no Sign shall be shown or displayed with a surface area that is greater than 6 square feet; and
- (2) For Parcels that are not contiguous to a paved road, Signs may be shown or displayed with a surface area that is not greater

than 32 square feet for the purpose of promoting the sale or lease of the Parcels.

(3) Road name identification Signs shall conform to the "rural design" standards adopted by the Tenaja Community Services District.

(4) Temporary directional Signs to Parcels may be shown or displayed so long as they are removed by the Owner within 5 calendar days of placement.

**3.06 Building Regulations.**

Any building or structure of whatever type shall be properly maintained. No building or other structure shall be built or erected unless the building or other structure is of a quality usual and customary for that type of building or structure and of good quality and design.

**3.07 Maintenance and Storage.**

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

(b) No materials, supplies, trailers or equipment including propane tanks, well equipment, trash storage, and inoperable motor vehicles shall be stored in any area on a Parcel except inside a closed building or behind a visual barrier screening such areas from the view of traveled ways, public streets, and other Parcels; except that properly maintained stock trailers may be stored.

**3.08 Preservation of Trees.**

No oak trees now located on any portion of the Area shall be removed, cut down or in any way damaged or destroyed, except for the sole purpose of providing a driveway or building pad for a house or outbuilding.

**3.09 Virus Free Grapes.**

No grape vines shall be planted, stored, or transported across any portion of the Area, unless prior to such planting, storage or transportation across any portion of the Area of any grape vines, the person or persons undertaking such activity shall secure a certificate from the University of California Agricultural Extension Service that such grape vines are "virus-free" and such certificate shall be delivered to the Architectural Control Committee referred to in Article V hereof.

**ARTICLE IV**  
**ENFORCEMENT**

**4.01 Notice of Violation and Inspection**

Subject to the qualifications set forth below in Section 4.02 ( b) hereof, an Owner or Owners of any Parcel may notify in writing the Architecture Control Committee established in accordance with Section 5.01 (referred to hereinafter in this provision as the "ACC") the conditions that are alleged to be in violation or breach of any restrictions herein contained (the "Condition"), which notice shall include, but may not be limited to, the name and address of the Owner of the Parcel which is the subject of the notice (the "Parcel Owner"), a detailed description of the Condition, and the date and how the complaining Owner or Owners first discovered the Condition (the "Notice"). Within ten (10) days after receipt of the Notice, the ACC shall send to the Parcel Owner a letter which: (a) describes the Condition; and (b) requests the Parcel

Owner to contact the ACC within five (5) days after receipt of the ACC's letter to set a date and time when the ACC shall inspect the Condition; provided, however, said inspection shall occur no later than fifteen (15) days after the date of the Notice. Failure of the Parcel Owner to agree to an inspection shall be deemed to be the express consent by the Parcel Owner to permit the ACC's inspection of the Condition on a date and time reasonably established and communicated to the Parcel Owner by the ACC.

#### 4.02 Determination of Violation and Abatement.

(a) If the ACC after inspecting the Condition in accordance with Section 4.01 determines that it is a violation or breach of the restrictions contained herein, then the ACC shall send a written notice to the Parcel Owner of its findings, which notice shall also set forth a date by which the Parcel Owner must provide to the ACC proof acceptable to the ACC that the Parcel Owner has abated and removed the Condition. Any such abatement and removal shall be at the Parcel Owner's sole expense.

(b) Nothing contained in this ARTICLE shall prohibit an Owner, the TCSD and/or the ACC, enforcement authorities, or their representatives, from entering Parcels on which no Owner or Owner's agent or representative is present ("Unoccupied Parcels"), without first obtaining the Owner's permission, to facilitate the abatement and/or removal of nuisances, or conditions or activities prohibited hereunder, which are caused by persons who are trespassing on an Unoccupied Parcel. All Owners hereby authorize such entry for said specific purposes, provided, however, the Owners of Unoccupied Parcels shall thereafter be informed of such action and the outcome thereof.

(c) Any violation or breach of any one or more of the covenants or restrictions contained herein that is not abated and removed as set forth above in Section 4.02- a. may be enjoined or abated by the ACC or complaining Owner or Owners by an action of any court of competent jurisdiction, and damages may also be awarded against such violators. Violations shall be deemed to be a nuisance and remedies or enforcement may include an action at law or in equity to cause the violation to be cured, removed or otherwise corrected.

#### 4.03 Attorneys' Fees.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision thereof, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties in such amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

#### 4.04 Failure to Enforce Not a Waiver of Rights.

The failure of Declarant or any Owner to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restrictions.

**ARTICLE V**  
**ARCHITECTURAL CONTROL COMMITTEE**

**5.01 Composition of the Committee.**

The Declarant authorizes the Board of Directors for the Tenaja Community Services District (the "TCSD") to establish a five (5) member Architectural Control Committee (hereinafter referred to as the "Committee") for the purposes of maintaining uniform standards of development of the Area as adopted in this Declaration. Subject to the qualification set forth below, the TCSD shall solicit and appoint members of the Committee in accordance with the following composition:

- (a) There shall be two (2) Resident members; provided, however, one such member may be a Non-Area Resident; and
- (b) There shall be three (3) Non-Resident members.

If there are not a sufficient number of candidates for the TCSD to appoint the above member categories, then the TCSD shall appoint members from any category; provided, however, only one member may be a Non-Area Resident.

At such time when forty (40) percent of the Parcels have residences constructed on them, the TCSD shall solicit and appoint members of the Committee in accordance with the following composition:

- (a) There shall be three (3) Resident members; provided, however, one such member may be a Non-Area Resident; and
- (b) There shall be two (2) Non-Resident members.

If there are not a sufficient number of candidates for the TCSD to appoint the above member categories, then the TCSD shall appoint members from any category; provided, however, only one member may be a Non-Area Resident.

In the event of death or resignation of any member of the Committee, the TCSD shall designate a successor in accordance with above referenced member composition. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

**5.02 Committee Approval.**

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

No building or other improvement shall be erected, placed or altered on any parcel nor County approval for such activity sought, until the designs and specifications and a plan showing the location of the Improvement on the Parcel have

### 5.03 Liability of Committee.

Neither Declarant, the members of the Committee nor its representative, their successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any Owner or lessee of any Parcel affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every Owner or lessee of any Parcel within the Area agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Declarant, the members of the Committee, or its representative, to recover any such damages.

## ARTICLE VI REGULATION OF OPERATIONS AND USES

### 6.01 Permitted Operations and Uses.

Unless otherwise specifically prohibited herein, any agricultural operation and use will be permitted if it is performed or carried out so as not to cause or produce ~~a nuisance to adjacent parcels. Nuisance shall be defined in accordance with the~~ County of Riverside ordinances and regulations.

### 6.02 Prohibited Operations and Uses.

No commercial, industrial or manufacturing operations of any kind shall be permitted or conducted on the Area, except for the following:

(a) Professional, administrative, and instructional occupations, without external evidence thereof which are incidental to the primary buildings on the Parcel;

(b) Commercial ranching of cattle, horses and sheep; and

(c) Commercial farming, excluding commercial nurseries.

### 6.03 Prohibited Residential Uses.

Owners shall not use mobile homes, motor homes or trailers for residential purposes, except that trailers may be used as a residence by the Owner during the Owner's residence construction for no more than 18 months, unless otherwise extended by the Committee

### 6.04 Additional Prohibited Uses.

No person shall discharge firearms on any Parcel except to protect life and/or property, and no person shall dump trash, or take-off or land parasails, hang gliders or ultralight aircraft or other similar flying craft on any Parcel.

ARTICLE VII  
TERM, TERMINATION, MODIFICATION  
AND ASSIGNMENTS OF DECLARANT'S RIGHTS AND DUTIES

7.01 Term.

This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of ten (10) years from the date hereof, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless this Declaration, or any covenant, condition or restriction contained herein, is terminated, extended, modified or amended in accordance with Section 7.02 hereof.

7.02 Termination and Modification.

This Declaration, or any provisions hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Area or any portion thereof, with the written consent of the owners of fifty-one per cent (51%) of the Area based on the number of square feet subject to these restrictions; No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the Recorder of Riverside County, California.

7.03 Assignment of Declarant's Rights and Duties.

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

ARTICLE VIII  
MISCELLANEOUS PROVISIONS

8.01 Constructive Notice and Acceptance.

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Area is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquires an interest in the Area.

8.02 Rights of Mortgagees.

All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed on and subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of the Area is sold under a foreclosure of any



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of CALIFORNIA

County of RIVERSIDE

On NOVEMBER 25<sup>th</sup>, 1998 before me, RANDALL E. CAMPBELL, Notary Public

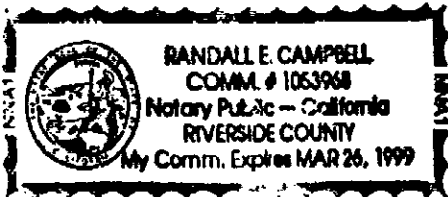
Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ROBIN OXMAN AND RICHARD PIERCE

Names of Signer(s)

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



WITNESS my hand and official seal.

Randall E. Campbell  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Document Date: 11/25/98 Number of Pages: (9)

Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: ROBIN OXMAN

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

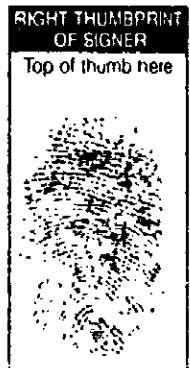
Signer is Representing:  
DECLARANTS



Signer's Name: RICHARD PIERCE

- Individual
- Corporate Officer
- Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing:  
DECLARANTS



mortgage or under the provisions of any deed of trust, any purchaser at such sale, and his successors and assigns, shall hold any and all Area so purchased subject to all of the restrictions and other provisions of this Declaration.

8.03 Mutuality, Reciprocity; Runs with Land.

All restrictions, covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and Parcel of the Area; shall create mutual, equitable servitudes upon each Parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective Owners of all Parcels and privity of contract and estate between all grantees of said Parcels, their heirs, successors and assigns; and shall, as to the Owner of each Parcel, their heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Parcels.

8.04 Paragraph Headings.

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


8.05 Effect of Invalidation.

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

IN WITNESS WHEREOF, the Declarant, and each of them, by the undersigned attorney-in-fact, has executed this Declaration on the date first hereinabove written.



Robin Oxman, Attorney-in-Fact  
for the Declarant



Richard Pierce, Attorney-in-Fact for  
the Declarant

# EXHIBIT "A"

## BOUNDARY DESCRIPTION

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

Beginning at Corner No. 4 of the Rancho Santa Rosa, thence S68°21'03"E 15429.80 feet along the southerly line of said Rancho;

thence leaving said southerly line N13°53'44"E 2491.75 feet;

thence N39°32'17"E 750.00 feet;

thence N32°32'51"E 762.59 feet;

thence N47°39'03"E 657.66 feet;

thence N39°32'17"E 1927.83 feet;

thence N58°04'58"E 4401.43 feet;

thence N32°03'43"E 1288.53 feet;

thence S89°33'10"E 2562.08 feet;

thence N01°57'51"W 1485.15 feet;

thence S80°17'44"W 559.10 feet to the beginning of a curve concave northerly having a radius of 1400.00 feet;

thence westerly 245.91 feet along said curve through a central angle of 10°03'50";

thence N00°21'34"E 436.05 feet to the beginning of a curve concave westerly having a radius of 1400.00 feet;

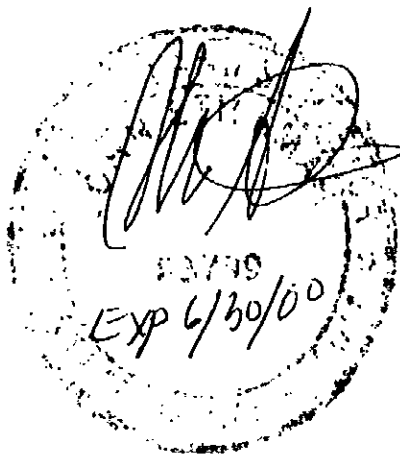
thence northerly 332.31 feet along said curve through a central angle of 13°36'00";

thence N13°14'26"W 2624.37 feet to the beginning of a curve concave easterly having a radius of 2400.00 feet;

thence northerly 851.03 feet along said curve through a central angle of 20°19'01";

thence N07°04'35"E 691.37 feet to the beginning of a curve concave westerly having a radius of 1200.00 feet;

thence northerly 598.76 feet along said curve through a central angle of 28°35'20";



## EXHIBIT A

thence N21°30'45"W 515.21 feet to the beginning of a curve concave easterly having a radius of 1200.00 feet;

thence northerly 277.98 feet along said curve through a central angle of 13°16'21";

thence N35°29'36"E 432.60 feet;

thence N51°34'35"W 207.06 feet to the beginning of a curve concave southerly having a radius of 500.00 feet;

thence westerly 445.97 feet along said curve through a central angle of 51°06'14";

thence S77°19'11"W 273.86 feet to the beginning of a curve concave northerly having a radius of 450.00 feet;

thence westerly 538.94 feet along said curve through a central angle of 68°37'10";

thence N34°03'39"W 166.30 feet to the beginning of a curve concave southerly having a radius of 300.00 feet;

thence westerly 544.29 feet along said curve through a central angle of 103°57'07";

thence S41°59'14"W 172.68 feet to the beginning of a curve concave northerly having a radius of 450.00 feet;

thence westerly 637.43 feet along said curve through a central angle of 81°09'35";

thence N56°51'11"W 33.06 feet to the beginning of a curve concave southerly having a radius of 450.00 feet;

thence westerly 319.39 feet along said curve through a central angle of 40°39'57";

thence S82°28'52"W 315.51 feet;

thence S86°15'45"W 713.26 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 10000.00 feet, a radial line to said beginning bears N56°28'47"W;

thence southwesterly 3688.27 feet along said curve through a central angle of 21°07'56";

thence S12°50'06"W 90.92 feet to the beginning of a non-tangent curve concave southerly having a radius of 5250.00 feet, a radial line to said beginning bears N12°50'06"E;

thence westerly 943.43 feet along said curve through a central angle of 10°17'46";

## EXHIBIT "A"

thence S02°32'20"W 2276.62 feet;

thence S25°49'27"E 2306.74 feet;

thence S88°27'07"W 3701.35 feet;

thence N16°21'08"E 1793.40 feet;

thence N39°18'04"W 2000.00 feet;

thence S50°41'56"W 900.00 feet to the beginning of a curve concave southeasterly having a radius of 2250.00 feet;

thence southwesterly 630.00 feet along said curve through a central angle of 16°02'34";

thence S34°39'22"W 1860.00 feet to the beginning of a curve concave northwesterly having a radius of 3850.00 feet;

thence southwesterly 2670.04 feet along said curve through a central angle of 39°44'08";

thence N15°36'30"W 250.00 feet;

thence North 2461.14 feet;

~~thence S87°27'07"W 2763.15 feet;~~

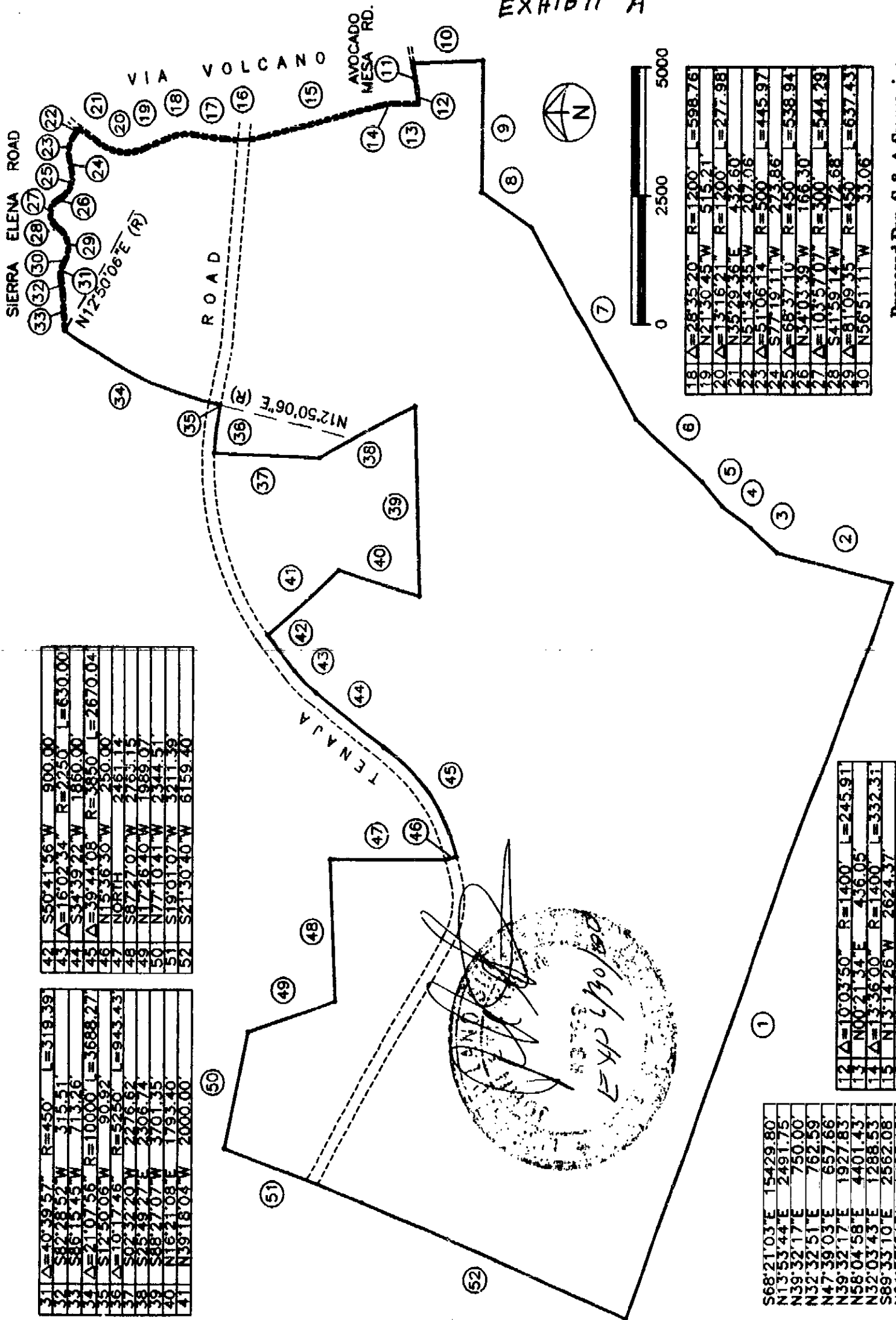
thence N17°26'40"W 1989.07 feet;

thence N77°10'41"W 2344.51 feet to the westerly line of said Rancho Santa Rosa;

thence S19°01'07"W 3211.39 feet along said westerly line;

thence S21°30'40"W 6159.40 feet along said westerly line to the Point of Beginning.

EXHIBIT "A"



42	S50°41'56"W	900.00
43	Δ=6°02'34"	R=2250 L=630.00
44	S34°39'22"W	1860.00
45	Δ=39°44'08"	R=3850 L=2670.04
46	N15°36'30"W	250.00
47	NORTH	2451.14
48	S87°27'07"W	2763.15
49	N17°26'40"W	1989.07
50	N77°10'41"W	3244.31
51	S19°01'07"W	3211.39
52	S21°30'40"W	6159.40

31	Δ=40°39'57"	R=450 L=319.39
32	S82°28'52"W	315.51
33	S86°15'45"W	713.26
34	Δ=21°07'56"	R=10000 L=3688.27
35	S12°50'06"W	90.92
36	Δ=10°17'46"	R=5250 L=943.43
37	S06°36'40"W	2276.62
38	S25°49'27"E	2306.74
39	S88°27'07"W	3701.35
40	N16°21'08"E	1793.40
41	N39°18'04"W	2000.00

18	Δ=28°35'20"	R=200 L=598.76
19	N21°30'45"W	515.21
20	Δ=13°16'21"	R=200 L=277.98
21	N35°29'36"E	432.60
22	N51°24'45"W	207.98
23	Δ=51°06'14"	R=500 L=445.97
24	S77°19'11"W	273.86
25	Δ=65°37'10"	R=450 L=538.94
26	N34°03'39"W	166.30
27	Δ=103°57'07"	R=300 L=544.29
28	S41°59'14"W	172.68
29	Δ=81°09'35"	R=450 L=637.43
30	N56°51'11"W	33.06

12	Δ=10°03'50"	R=1400 L=245.91
13	N00°21'34"E	436.05
14	Δ=13°36'00"	R=1400 L=332.31
15	N13°14'26"W	2624.37
16	Δ=20°19'01"	R=2400 L=851.03
17	N07°04'35"E	691.37

S68°21'03"E	15429.80
N13°53'44"E	2491.75
N39°32'17"E	750.00
N32°32'51"E	762.59
N47°39'03"E	657.66
N39°32'17"E	1927.83
N58°04'58"E	4401.43
N32°03'43"E	1288.53
S89°33'10"E	2562.08
N01°57'51"W	1485.15
S80°17'44"W	559.10

Prepared By: S & A Surveying  
Sept. 7, 1998

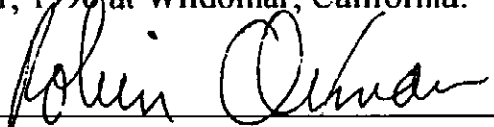
EXHIBIT "B"

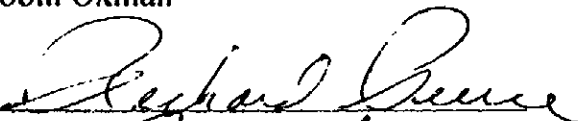
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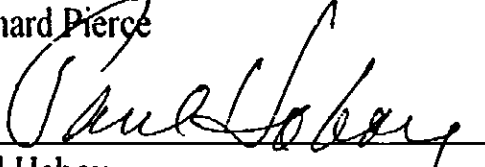
The undersigned, being of lawful age, do hereby depose and say under oath as follows:

1. We, individually and collectively, duly distributed, received and counted ballots (the "Ballots") to approve or disapprove the proposed extension, amendments, and replacement of the Covenants, Conditions and Restrictions; Riverside County Recordation No. 126373 (" Amended CC&Rs"); → RECORDED ON 12/30/68
2. We counted the Ballots on November 25, 1998, which counting resulted in the record owners of fifty-one percent (51%) or more of the Area described in the Amended CC&Rs (based on the number of square feet subject thereto) voting to approve the Amended CC&Rs .
3. We have taken actions to preserve and maintain all of the Ballots counted by us at the offices of Tenaja Community Services District, 32395-B Clinton Keith Road, Suite 10, Wildomar, CA 92596.

Executed this 25<sup>th</sup> day of November, 1998 at Wildomar, California.

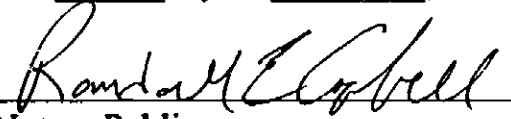
  
 \_\_\_\_\_  
 Robin Oxman

  
 \_\_\_\_\_  
 Richard Pierce

  
 \_\_\_\_\_  
 Paul Hoboy

State of California )  
County of Riverside )

Subscribed and sworn to before me  
this 25<sup>th</sup> day of NOVEMBER, 1998

  
 \_\_\_\_\_  
 Notary Public

My Commission Expires: 3-26-99

