

**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.**

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FIRST AMERICAN TITLE INSURANCE COMPANY

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RANCHO CALIFORNIA, CALIFORNIA 92390

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DECLARATION OF ESTABLISHMENT  
OF  
CONDITIONS, COVENANTS AND RESTRICTIONS

FOR

SERENADE

Standard Subdivision Project

TABLE OF CONTENTS

|  |    |
|--|----|
| <b>ARTICLE I</b>                       |    |
| Definition of terms.....               | 2  |
| <b>ARTICLE II</b>                      |    |
| Architectural Control Committee.....   | 4  |
| <b>ARTICLE III</b>                     |    |
| Use Restrictions.....                  | 5  |
| <b>ARTICLE IV</b>                      |    |
| Slope Maintenance.....                 | 11 |
| <b>ARTICLE V</b>                       |    |
| Scope of Enforcement.....              | 13 |
| <b>ARTICLE VI</b>                      |    |
| Mortgage Protection.....               | 13 |
| <b>ARTICLE VII</b>                     |    |
| Annexation of Additional Property..... | 14 |
| <b>ARTICLE VIII</b>                    |    |
| Amendment.....                         | 15 |
| <b>ARTICLE IX</b>                      |    |
| General Provisions.....                | 15 |

DECLARATION OF ESTABLISHMENT OF  
CONDITIONS, COVENANTS AND RESTRICTIONS

FOR

SERENADE

THIS DECLARATION OF ESTABLISHMENT OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR SERENADE is made by MARLBOROUGH DEVELOPMENT CORPORATION, a California corporation (hereinafter referred to as "Declarant"), being the Owner of that certain real property subject to this Declaration, and hereinafter more particularly described.

WITNESETH:

WHEREAS, DECLARANT IS THE Owner of the following real property located in the unincorporated territory of Riverside County, State of California (hereinafter referred to as the "Project"), more particularly described as:

Lots 1 Through 52, inclusive of Tract No. 22269-2, in the unincorporated territory of Riverside County, State of California as per map filed in book 184, pages 15 thru 19. Whereas, Declarant desires and creates and develops upon said real property, and any additional real property which is annexed thereto pursuant to this Declaration.

WHEREAS, it is the desire and intention of Declarant to sell and convey residential Lots within the Project to various individuals subject to certain basic protective restrictions, limitation, easements, covenants, reservations, liens and charges between it and the purchasers or users of the Project as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the real property described above, is, and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following protective restrictions, limitations, conditions, covenants, reservations, liens and charges, all of which are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of Lots, and which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project and every part thereof. Each and all of the restrictions herein contained shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any Lot within the Project, or any part thereof. The provisions of this Declaration shall be enforceable by any of the Owners of an interest in the real property above described, against any other Owner or Owners thereof.

ARTICLE I  
DEFINITION OF TERMS

1.1 Whenever used in this Declaration, the following terms shall have the following meanings:

1.1.1. Annexable Property shall mean and refer to any and all real property (including all improvements constructed thereon) which might be annexed to the property pursuant to this Declaration.

1.1.2. Declaration: Shall mean this Declaration of Establishment of Conditions, Covenants and Restrictions for Serenade as the same may be amended, changed or modified, from time to time.

1.1.3. Lot: Shall mean and refer to any plot of land shown upon any recorded subdivision maps of the project.

1.1.4. Owner: Shall mean the record Owner or Owners, if more than one, of a Lot in the Project, including Declarant, for so long as any Lots within the Project remain unsold.

1.1.5. Committee: Shall mean the Architectural Control Committee as further described in Article II hereto.

1.1.6. Mortgage: Shall mean and include a Deed of Trust as well as a mortgage in the conventional issue.

1.1.7. Mortgagee: Shall mean a person or entity to whom a mortgage is made, and shall include the beneficiary of a Deed of Trust.

1.1.8. Mortgazor: Shall mean a person or entity who mortgages his or its property to another, i.e., the maker of a Mortgage, and shall include the Trustor of a Deed of Trust.

1.1.9. Institutional Lender: Shall mean a Mortgagee which is a bank or savings and loan association, any established mortgaged company, any entity chartered under Federal or State laws, any corporation or insurance company, or any Federal or State agency.

1.1.10. The aforesaid definitions shall be applicable to this Declaration and to any supplements or amendments thereto (unless the context shall prohibit), recorded pursuant to the provisions of this Declaration.

ARTICLE IIARCHITECTURAL RESTRICTIONS -ARCHITECTURAL CONTROL COMMITTEE

2.1 No structure shall be erected, altered, placed or permitted to remain on any Lot within the Project other than one (1) single family dwelling not to exceed two (2) stories in height, a private garage and other outbuildings incidental to single family residential use of the Lot. No structure shall be moved onto any Lot within the Project from another location and all construction within each Lot shall be new.

2.2 No residence shall be erected or permitted on any Lot within the Project which contains less than nine hundred (900) square feet of floor area. Such area shall be exclusive of the attached garage and open entries, porches, patios or basements, if any. The minimum required floor area shall be deemed to include the total enclosed floor area of the residence, building measurements to be taken from the outer facing of the exterior walls.

2.3 Each Owner of a Lot shall, within ninety (90) days after acquiring title thereto, cause the front yard of said Lot to be fully landscaped, subject to reasonable growing times, and shall thereafter cause said landscaping to be maintained in a neat and orderly manner, replacing any plant materials which die or are otherwise destroyed. No weeds, rubbish, debris, objects or materials of any kind, plants or seed infected with noxious insects or plant diseases shall be placed, grown or permitted to accumulate on any portion of a Lot which renders such portion of the Lot unsanitary, unsightly, offensive or detrimental to any Lot in the vicinity thereof, or to other occupants of any such Lot. In the event of the default in performance of this provision, Declaration, the Committee, or any Owner shall have the right to enter upon such lot and remove all such weeds, plants, rubbish, debris, objects or materials and do all the things necessary to place said Lot in a neat and orderly condition including the installation of front lawns and landscaping and any expenses therfor shall become due and payable by the Owner of said Lot to Declarant or the Owner performing such work within five (5) days after written demand therefor.

2.4 Each Owner of a Lot shall, within one hundred eighty (180) days after acquiring title thereto, cause the sides and rear of his Lot to be fenced, where such fences are not originally installed by Declarant. All such fences are to be constructed at the property lines, unless approved by the Architectural Committee for placement elsewhere on owner's lot. The design, height, and color of the proposed fences shall be submitted to, and approved by, the Architectural Control Committee under the procedure hereinafter set forth in this Article II prior to the commencement of construction thereof.

2.5. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition, change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee. In the event said Committee or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

2.6 Substantial changes to the exterior color of any dwelling within the Project from the original color created by Declarant, will require the prior written approval of the Architectural Control Committee.

2.7 No fences, hedges, or walls shall be erected or maintained on any Lot other than those of the same location, design and materials as are initially installed by Declarant or as are approved by the Architectural Control Committee.

2.8 (a) No building nor any ancillary building or facility, such as tool sheds, gazebos, cabanas, room additions, or other improvements, shall be located on any Lot nearer to the front lot line or nearer to a side lot or street line than the minimum building setback lines as set forth in the Zoning Ordinances of the City of Riverside for the appropriate zone. No such ancillary building or facility shall be located in the front yard of any Lot. No privy (other than temporary ones during erection of a structure) shall be erected or maintained within any Lot. Any lavatory or toilet in existence or used upon a Lot shall be enclosed within a building permitted under this Declaration and shall be properly connected with an underground method of disposal which is constructed and operated so that no offensive odor shall escape therefrom.

(b) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this provision shall not be construed to permit any eaves or overhangs to encroach more than three (3) feet into any setback otherwise required by law.

(c) No more than one (1) ancillary building within each Lot may be used as separate living quarters. Any such building may not contain a kitchen, and may only be used by non-paying guests, servants, or members of the Owner's family.

2.9 No treehouse, tool shed or other ancillary building or facility shall be erected or maintained in any Lot if the top of such structure is visible from any adjacent Lots or from any public street.

2.10 Patio covers, gazebos and cabanas shall be constructed of wood or other materials, and shall be of a design, which is consistent with the materials and design of the residential building. Roofs and patio covers made of metal or fiberglass are expressly prohibited.

2.11 The committee for the control of the structural and landscaping architecture and design (Architectural Control Committee) within the Project shall consist of three (3) Members. Declarant may and hereby does appoint all of the original Members of the Architectural Control Committee as follows:

- (1) Marc I. Simmons
- (2) Richard A. Niec
- (3) Cheryl A. Van Gaale

One (1) year following the date of recordation of this Declaration, a majority of the Owners of Lots within the Project, excluding Declarant, may, by signed instrument recorded in the office of the County Recorder of Riverside County, replace one (1) of the three (3) Members of the Architectural Control Committee. From and after the earlier of (i) the recordation of sales by Declarant of 51% of the lots within the Project, or (ii) three (3) years from the date of recordation of this Declaration, a majority of the then Owners of Lots within the Project may, by a signed instrument recorded in the office of the County Recorder of Riverside County, replace any, or all but one of the Members of the Committee. Declarant shall maintain at least one (1) member on the Architectural Control Committee until all lots owned by Declarant are sold or seven (7) years, whichever occurs first.

Declarant shall have the right to appoint a replacement to fill such vacancy for the balance of the unexpired term. Until such a replacement has been selected, the remaining Member or Members shall have the full authority to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it. If no suit to enjoin the erection of such building or the making of such alteration has been commenced within one (1) year of the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with. No Member of the Committee, nor its designated representative, shall be entitled to any compensation for such services performed pursuant to this covenant.

2.12. All plans and specifications submitted to the Architectural Control Committee pursuant to this Declaration shall be submitted in duplicate and delivered, with the address of the submitting party, to the Committee at the address set forth below. The Committee shall meet within thirty (30) days of the receipt of any such plans and specifications. The vote of a majority of the Members of the Committee shall prevail on all issues which come before it. The Committee may condition its approval upon certain modifications and changes to the plans and specifications as submitted. Any approval, disapproval or other action by the Committee pursuant to this Declaration shall be by certificate stating the Committee's action as having been joined in by at least the majority of its Members and shall be signed by such joining Members (with signatures acknowledged for recording). The action so certified shall constitute the action of the Committee, and the Certificate shall promptly be mailed, postage prepaid, to the address specified by the submitting party. One set of the duplicate sets of material submitted to the Committee may be retained by it and the other set shall have the action of the Committee endorsed theron and shall promptly be mailed, postage paid, to the address specified by the submitting party unless such party shall elect to accept delivery theron in person or by agent. The address of the Committee is Marlborough's Serenade Architectural Control Committee, 28751 Rancho California Rd., Suite 208, Rancho California, Ca. 92390 or such other place as may from time to time be designated by the Committee by a written instrument recorded in the office of the County Recorder of Riverside County; and the last instrument so recorded shall be deemed to be the Committee's proper address.

2.13 Each Member of the Architectural Control Committee, Declarant and any agent or employee of the Committee or Declarant shall at all reasonable hours have access to any building site and structures being built or completed theron for the purpose of inspection relative to compliance with this Declaration.

ARTICLE III

USE RESTRICTIONS AND OBLIGATIONS OF OWNERS

3.1 In addition to all other covenants contained herein, the use and enjoyment of the Project and each lot therein shall be subject to the following restrictions:

3.1.1 No Lot shall be occupied and used except for single-family residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein, except that Declarant, its successors or assigns, may use any Lot or Lots in the Project owned by Declarant for a model home site or sites and display and sales offices until the last Lot is sold by Declarant. No tent, shack, trailer, garage, or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.

3.1.2 No structure within the Project shall be occupied in the course of original construction until the same is completed and made to comply with the covenants, restrictions and conditions contained in this Declaration. All work of construction on each such structure shall be prosecuted diligently and continuously from the time of commencement of construction until same shall be fully completed except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, Acts of God or similar causes beyond the reasonable control of Declarant.

3.1.3 No part of the Project shall ever be used or caused to be used directly, or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except by Declarant in connection with the sale of Lots in the Project.

3.1.4 No sign or billboard of any kind shall be displayed by any Owner of any portion of the Project or Lot, except one sign for each Lot of reasonable size, advertising that the particular Lot is for sale or rent, provided that Declarant, its successors and assigns may erect and maintain such signs, billboards, and other advertising devices and structures as Declarant, or Declarant's successors and assigns, may, in its sole discretion, deem necessary or proper in connection with the development and sales of Lots within the Project, provided such right shall expire upon the sale of the last Lot within the Project or ten (10) years from the date hereof, whichever shall first occur.

3.1.5 No noxious or offensive activity shall be carried on within any Lot or any part of the Project, nor shall anything be done therein which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling, or which shall in any way increase the rate of insurance on adjoining Lots.

3.1.6 No oil drilling, oil development operations, oil refining, quarrying, mining or drilling operations of any kind shall be permitted within the Project, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of or within five hundred (500) feet below the surface of the Project. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted within the Project.

3.1.7 All rubbish, trash and garbage shall be kept in tightly closed containers and shall be regularly removed from each Lot, and shall not be allowed to accumulate theron. All clotheslines, refuse containers, woodpiles, metal, bulk materials, storage areas, machinery and equipment shall be prohibited unless obscured from view of the adjoining Lots and all streets within the Project. This restriction shall not apply to Declarant in connection with the original construction and sale of Lots within the Project.

3.1.8 Except as hereinafter provided, no automobile or other motor vehicle repair shall be permitted within the Project except entirely within a garage or within a Lot. Under no circumstances shall such vehicle repair be permitted on any street or driveway within the Project, except in the event of an emergency. No trailer, camper, boat or other recreational vehicle, or inoperative automobile shall be permitted upon the Project unless placed and maintained within the side-yard vehicle storage area contained and fenced, within guidelines designated by declarant, within each Lot. The foregoing restriction shall not be deemed to prevent washing and polishing of such motor vehicle, boat, trailer, golf cart, camper or motor-driven cycle, together with those activities normally incidental and necessary to such washing and polishing.

3.1.9 No animals, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except dogs, cats, or other domesticated household pets, and no more than three of each, may be kept on the Lots, provided they are not kept, bred or maintained for any commercial purpose, nor in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept within the Project which result in any annoyance or are obnoxious to residents of the Project. Upon the written request of any Owner, the Architectural Control Committee, as specified in Article II, Section 2.12, shall conclusively determine, at its

sole and absolute discretion, whether, for the purposes of this Paragraph, a particular animal or bird is a generally recognized household pet, or a nuisance, or whether the number of animals or birds within any lot is reasonable.

3.1.10 No portion of a dwelling unit constructed as a garage shall be converted to any other use, and all garages shall remain available for the storage of motor vehicles.

3.1.11 No radio or television receiving or transmitting antennae or external apparatus, including satellite dishes, shall be installed on any Lot. Normal radio and television installations wholly within a building are excepted. In addition, all rooftop appliances and installations thereof, excluding the installation of solar panels, are expressly prohibited unless installed so as to be invisible from the adjoining Lots and streets within the Project.

3.12 Conveyance of a substantial number of Lots is essential to the establishment and welfare of said Project as a residential community. In order that all work necessary to complete the Project be performed as rapidly as possible, nothing in this Declaration shall be understood or construed to:

3.12.1 Prevent Declarant, its contractor or subcontractors, from doing work on said Project or any part thereof whenever it determines such work to be reasonably necessary or advisable in connection with the completion of said Project; or

3.12.2 Prevent Declarant, or its representatives from erecting, constructing and maintaining on any part or parts of said Project owned or controlled by Declarant, its contractors, or subcontractors, such temporary structures as may be reasonably necessary for the conduct of its business of completing said work and establishing said Project as a residential community and disposing of the same by sale, lease or otherwise, provided that the right of Declarant to erect and maintain such structures shall terminate upon the sale of the last Lot within the Project or seven (7) years from the date hereof, whichever shall first occur.

3.13 All structures within the Project shall at all times be maintained by their respective owners in a clean, first class and properly painted condition.

3.14 The Legislature of the State of California has found and declared that, subject to certain terms and provisions set forth in Section 51.3 of the California Civil Code, as the same may be amended, from time to time, age limitations for senior citizen housing are appropriate. In conjunction therewith, the

Declarant presently intends to develop Serenade as a senior citizen housing development, in conformance with said statutory provisions. The purpose of this section is to cause the Project to be subject, at all times, to said Section 51.3 of the California Civil Code, as same may be amended, from time to time. Accordingly, each Lot in the Project shall be occupied by a resident fifty-five (55) years of age or older (hereinafter the 'Senior Citizen'), and every other resident in said Lot (hereinafter the 'Qualified Permanent Resident') must:

"(a) Be forty-five (45) years of age or older, or a spouse, co-habitant or person providing primary physical or economic support to the Senior Citizen; and

"(b) Have an ownership interest in or is in expectation of an ownership interest in the Lot.

"A person is a co-habitant of a Senior Citizen if the person and the Senior Citizen live together as husband and wife. Upon the hospitalization or prolonged absence of a Senior Citizen due to illness or incapacity, or upon the death of a Senior Citizen or dissolution of marriage, any person specified in either Subparagraphs (a) or (b) above who was residing with such Senior Citizen upon the date of commencement of such absence or the time of death or dissolution of marriage shall be entitled to continue occupancy, residency of use of the Lot of the Senior Citizen. The foregoing occupancy restrictions shall not be construed to prohibit any occupant from entertaining guests and invitees of any age in a Lot, provided that such visitation period shall not exceed sixty (60) calendar days (whether consecutive or not) in any calendar year. Guests over fifty-five (55) years of age shall be exempt from this provision."

## ARTICLE IV

### SLOPE MAINTENANCE

4.1 Easements for installation and maintenance of utilities, sewer pipelines and facilities over each of the Lots, and all pipelines and other facilities located and to be located in said easements, are reserved as shown on the recorded Maps of the Project. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which public authority or a utility is responsible. In addition, all sewer pipelines and other sewer

facilities located and to be located within the roads, streets and highways abutting each of said Lots are reserved.

4.1.1 Each owner of a Lot has the responsibility and duty to maintain the appearance and integrity of all slope areas and drainage devices located within his Lot.

4.1.2 Each grantee of a Lot within the Project covenants for himself, his heirs, successors and assigns, that he will permit free access by Owners of adjacent or adjoining Lots, their agents and employees, to all slope areas or drainageways located on his Lot, which affect said adjacent or adjoining Lots, which access is essential for the maintenance or permanent stabilization of the slopes, or maintenance of the drainage facilities for Lots other than the Lot on which the slope or drainageway is located.

4.1.3 Each grantee of a Lot within the Project covenants for himself, his heirs, successors and assigns, that he will not in any way interfere with the established drainage patterns or create erosion or sliding problems over his Lot from adjoining or other Lots within the Project, and that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his Lot. For the purposes hereof, "established drainage" is defined as the drainage which occurred at the time the overall grading of the Lots within the Project, including the landscaping of each Lot, was completed by Declarant.

4.1.4 Each grantee of a Lot within the Project shall maintain the slopes within the fenced area of his Lot at the slope and pitch fixed by the finished grading thereof, including watering and planting of the slopes. Within the slope areas no structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope areas within the fenced area of each Lot and all improvements thereto shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, such as a maintenance district, or utility company is responsible. Declarant shall, for a period of one (1) year following sale and deed of any particular Lot have the right, but not the obligation, to enter upon the said Lot and alter or maintain any slope areas. An easement of reasonable access for said purpose is reserved to declarant, and the purchaser, by the acceptance of a deed from Declarant, shall take title subject to such easement for said period of one (1) year.

ARTICLE VSCOPE OF ENFORCEMENT

5.1 The limitations, restrictions, conditions and covenants set forth in this declaration constitute a general scheme for (i) the maintenance, protection and enhancement of the value of the Lots within the Project; and (ii) the benefit of all Owners. Said limitations, restrictions, conditions and covenants are and shall be covenants running with the land or equitable servitudes, as the case may be.

5.2 Each remedy provided for in this Declaration shall be cumulative and not exclusive. The Committee or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto.

5.3 The result of or condition caused by any violation of any of the provisions of this Declaration is and shall be a nuisance, and every remedy in law or equity now or hereafter available against a public or private nuisance may be exercised by any person affected thereby.

5.4 Any of the foregoing to the contrary notwithstanding, no action to enforce this Declaration shall be instituted unless and until a written notice of such breach setting forth the facts of such breach has been delivered by certified mail to the Owner of such Lot.

5.5 In the event the Committee or any Owner(s), should commence litigation to enforce any of the provisions of this Declaration, that party, if he should prevail, shall be entitled to have judgement against and recover from any defendant in such litigation such attorney's fees (other than nominal) and costs as the court may adjudge reasonable and proper.

ARTICLE VIMORTGAGE PROTECTION

No breach of any of the covenants, conditions and restrictions herein contained shall defeat or render invalid the lien of any first mortgage (meaning a mortgage with first priority over any other mortgage) on any Lot made in good faith and for value, but all of said covenants, conditions and restrictions shall be

binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

## ARTICLE VII

### ANNEXATION OF ADDITIONAL PROPERTY

Additional property may be annexed to and become subject to this Declaration by any of the methods hereinbelow.

7.1 Annexation Pursuant to Approval. The Owner of any property who desires to annex said property to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file a Declaration of Annexation as described in 7.3 of this Article, after obtaining the approval of 2/3 of the owners of the Project.

7.2 Annexation Pursuant to General Plan. All or any part of the real property described as the balance of Tentative Tract Map No. 22269 may be annexed to the Project from time to time and added to the scheme of this Declaration and subjected to the jurisdiction of the CC & R's without the assent of the owners of the Project, provided and on condition that:

(a) Any annexation pursuant to this Section shall be made prior to three (3) years from the date of the original issuance by the California Department of Real Estate of the most recent issued Final Subdivision Public Report for a Phase of the Project;

(b) The development of the annexed property shall be in accordance with a general plan of development for the project originally submitted to the County, with the processing papers for the Project; and

(c) A Declaration of Annexation, as described in 7.3 of this Article, shall be recorded covering the property described.

(d) Declarant intends that the project shall eventually contain 314 homes when completed. Declarant does not guarantee that project will be completed as stated.

7.3 Right of De-Annexation. Declarant hereby reserves the right to de-annex any property which may be annexed to the Project pursuant to this Declaration and to delete said property pursuant to this Declaration and to delete said property from the scheme of this Declaration and from the jurisdiction of the Association, provided and on condition that the de-annexation

shall be made prior to the closing of the sale of the first Lot in the property to be de-annexed.

## ARTICLE VIII

### AMENDMENT

8.1 This Declaration may be amended only by an affirmative vote of not less than seventy-five percent (75%) of the Owners, and further, this amendment provision shall not be amended to allow amendments by vote of less than seventy-five percent (75%) of the Owners. The percentage of the voting power necessary to amend a specific provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under said provision.

8.2 From and after its effective date, each amendment made pursuant to the preceding paragraph shall be as effective as to all Lots within the Project and the Owners thereof and their successors in interest.

8.3 Prior to the close of the first escrow for the sale of a Lot in the Project, this declaration may be unilaterally amended by Declarant, its successors and assigns.

## ARTICLE IX

### GENERAL PROVISIONS

9.1 The provisions of this Declaration shall run with the land and bind the Project, and shall inure to the benefit of and shall be enforceable by the Committee or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this declaration is recorded, after which time the provisions of this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by sixty-six and two-thirds percent (66 2/3%) of the then Owners of Lots, has been recorded within six (6) months of the anticipated termination date. The contents of such instrument shall contain the agreement to terminate this declaration as it may be supplemented in whole or in part.

9.2 In the event any limitation, restriction, condition, covenant or provision contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

9.3 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community.

9.4 In the event Declarant shall convey all of its right, title and interest in and to the Project to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

9.5 The singular shall include the plural and the plural the singular unless the context requires to the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

9.6 Each Owner, by acceptance of a deed shall be deemed to have agreed that Declarant shall have no liability whatsoever resulting from any term or provision hereof having been held to be unenforceable in whole or in part.

9.7 Each grantee of a conveyance or purchaser under a contract or agreement of sale, by accepting the deed or contract of sale or agreement of purchase, accepts the same subject to all of the limitations, restrictions, conditions and covenants, and agreements set forth in this Declaration, and agrees to be bound by the same.

9.8 Every act or omission whereby any covenant, restriction or condition in this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoyed or abated by Declarant or by the then Owner or Owners of any Lot within the Project. Remedies specified in this Declaration shall be deemed cumulative and in addition to any others now or hereafter existing as a matter of law. The failure of Declarant, any Owner, or the Committee to enforce any of the covenants, restrictions or conditions contained herein shall not be deemed a waiver of the right to enforce the same thereafter or to enforce any other covenant, restriction or condition herein.

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IN WITNESS WHEREOF, the undersigned, deemed the Declarant  
herein, has hereunto set its hand and seal this 17<sup>th</sup> day of JANUARY, 1

MARLBOROUGH DEVELOPMENT CORPORATION,  
a California corporation

By: Richard A. Nieg  
RICHARD A. NIEC, Vice President

By: Cheryl A. Van Gaa  
CHERYL A. VAN GAALE, Secretary

20083

STATE OF CALIFORNIA      )  
COUNTY OF RIVERSIDE      )ss  
                            )

On January 17, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard A. Niec, known to me to be the Vice President, and Cheryl A. Van Gaale, known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a Resolution of its Board of Directors.

WITNESS my hand and official seal.

