

DECLARATION OF RESTRICTIONS

COUNTY OF RIVERSIDE

LA CRESTA UNIT # 1

THIS DECLARATION, made this 5th day of August, 1969 by BOISE CASCADE PROPERTIES, INC OF DELAWARE, a Delaware corporation, formerly PACIFIC CASCADE LAND COMPANY, INC., a Delaware corporation, (hereinafter referred to as "declarant")

WITNESSETH

WHEREAS, Declarant is the owner of record of that certain real property in the County of Riverside, State of California, and described on that certain PARCEL MAP #13-1 recorded in the Office of the County Recorder of Riverside County, California, on July 24, 1969, in Book 1. pages 65 to 75. inclusive, Official Records, and that certain real property in the County of Riverside, State of California, and described on that certain Record of Survey recorded in the Office of the County Recorder of Riverside County, California, on August 1, 1969, In Book 54, page 20, Official Records (collectively referred to herein as "Map");

WHEREAS, there are 59 subdivided lots set forth and described in the recorded map; and

WHEREAS, Declarant desires to establish a General Plan (hereinafter called "General Plan") for the Improvement and development of said lots (hereinafter referred to as "said Tract"); and

WHEREAS, all of the real property described on said Map comprises a portion of the La Cresta General Development (herein referred to as the "Development"). To which other real property of Declarant may be annexed in the manner hereinafter provided in Paragraph VII, and upon said annexation shall become a part of the Development and shall become subject to said General Plan; and

WHEREAS, in accordance with said General Plan, Declarant desires to subject said Tract, and such other property in the Development which may be annexed as provided herein, to the following covenants, conditions, restrictions and reservations (hereinafter referred to as the "Conditions") upon and subject to which all or any portion of said Tract and Development shall be held, improved and conveyed:

NOW, THEREFORE, KNOW ALL MEN

BY THESE PRESENTS:

That Declarant hereby certifies and declares that it has established and does hereby establish a General Plan for the protection maintenance, development and improvement of said Tract and Development and that in accordance with said General Plan, said Tract is and shall be held and conveyed upon and subject to the conditions hereinafter set forth, each and all of which are for the benefit of the owner of each part or portion of the said tract and each and all of which (a) shall apply to and bind not only to Declarant while the owner of any part or portion thereof, but also each and every future owner thereof or any part thereof; (b) shall inure to the benefit of not only the Declarant, but also to the benefit of each, every and any future owner of each, every and any portion of said Tract and to the benefit of BOISE CASCADE PROPERTIES, INC. OF DELAWARE, a corporation; (c) shall run with and be binding upon said Tract; and (d) may be enforced not only by the Declarant, its successors and assigns, but also each and every and any future owner of any portion of the said Tract.

Said General Plan and said Conditions now made applicable to said property are as follows:

I

Wherever used in this Declaration, the following terms shall have the following meaning;

(a) "Said Tract" means the property described above.

(b) "Building" "Structure" and "Outbuilding" shall include both the main portion of structures and all projections therefrom.

(c) "Lot" means one of the numbered parcels on the map of said Tract recorded in the Office of the County Recorder of Riverside, County, California.

(d) "Street" means any street, highway or other thoroughfare shown on the map of said Tract.

(e) "General Plan" means the general plan herein provided for.

II

(a) No building, garage, patio, outbuilding, fence or other structure shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on

said Tract, or any portion thereof, unless and until three complete sets of plans and specifications therefor, including finished grading plans, plot plan showing location of such structure on the building site, floor and roof plan, exterior elevations, sections and salient exterior details and color scheme, including the type and location of hedges walls and fences, shall have been submitted to and approved in writing by any two (2) members of the Architectural Committee which shall be composed of not more than three (3) members.

(b) The three (3) members of the Architectural Committee shall be initially selected and appointed by Declarant to serve without compensation. Any member of the Architectural Committee may be removed at any time with or without cause and any vacancies from time to time existing shall be filled by appointment by Declarant, or in the event of Declarant's failure to so appoint within two (2) months after such vacancy then by the Board of Governors of the La Cresta Property Owner's Association hereinafter provided. When ninety percent (90%) of the then aggregate number of lots in all recorded units of the Development have been sold by Declarant, or a lapse of three (3) years from the date of the Final Subdivision Public Report of the California Department of Real Estate applicable to the next preceding unit of the Development, regardless of whether or not ninety percent (90%) of the aggregate number of lots in all recorded units of the Development have been sold, shall be sufficient to place control for such appointments and removals in the said Association's Board of Governors.

c) Said plans and specifications shall be delivered to the office of Declarant at the Development, or such other place as shall be designated by declarant, or such other place as from time to time shall be designated by the Architectural Committee.

(d) Said Architectural Committee may from time to time, as a means of defraying its expenses, require a reasonable filing fee to accompany the submission of plans to it. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations.

(e) Said Architectural Committee shall have the power and authority to approve or disapprove the plans and specifications; and approval of said plans, specifications and plot plan may be withheld not only because of non-compliance with any of the specific covenants, conditions and restrictions contained in this Declaration! but also by reasonable dissatisfaction of the Committee with the grading plan, Location of the structure on the lot or building site, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height, and style of the proposed structure or altered structures, the

materials used therein, the kind pitch or type of roof proposed to be placed thereon, the location of air conditioning evaporative coolers or other mechanical equipment, all of which shall be designated on the plans and specifications, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee, will render the proposed structure inharmonious or out of keeping with the General Plan of Improvement of said Tract or with the structures erected on other building sites in the said Tract. Said Architectural Committee may, if it so desires, adopt rules governing its procedure.

(f) The approval of the Committee of any plans or specifications submitted for approval as herein specified for use on any building site shall not be deemed a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other building sites.

(g) The approval, disapproval, or conditional approval of such plans, specifications and plot plans shall be in writing and delivered to the applicant with one set of the submitted documents, provided, if the Committee fails to approve or disapprove such plans and specifications and plot plan within thirty (30) days after said plans, specifications and plot plan have been submitted to it, it shall be presumed that the Committee has approved said plans, specifications and plot plan as submitted. If, after such plans and specifications and plot plan have been approved, the building, fence, wall or other structure shall be altered, erected or maintained upon the lot or building site otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the committee having been obtained as required by this Declaration.

III

(a) No building, structure, improvement, or use, shall be constructed, erected, allowed, placed, permitted to remain, or made, on any lot, or portion thereof, other than as provided by the rules, regulations and restrictions of the R-A-20 zoning contained in the Zoning Ordinance for the County of Riverside as the same may be amended from time to time or other than that permitted under the appropriate zoning which may hereinafter be enacted and covering said Tract, or part thereof, by the County of Riverside.

(b) There shall not be erected or maintained on said

Tract, or any portion thereof, any dwelling residence which

Rev.9/85

-4-

shall have a living area of less than 1600 square feet, exclusive of carports, garages covered porches, basements, terraces, patios or balconies.

(c) Each lot in said Tract shall be subject to the following setback provisions:

(1) No building or any part thereof shall be placed, erected or maintained on any of said lots within twenty (20) feet of the front property line; or within twenty (20) feet of the road easement line where applicable.

(2) A side yard shall be maintained on each of said lots of at least five (5) feet from all side property lines to the building line of any structure.

(3) a rear yard shall be maintained on each lot of at least ten (10) feet from the property line to the nearest structure projection.

(d) No lot in said Tract shall contain less than five acres (5) in gross. This restriction shall be construed to mean that the smallest individual lot or home site permitted in said Tract shall contain at least five (5) acres.

IV

(a) Outbuildings or garages erected and maintained upon any lot or building site shall conform generally in architectural design and exterior material to the residences to which they are appurtenant, and may be, but need not be, attached to said residence.

b) No fence, wall or hedge shall be planted, erected or maintained upon any lot in such location or at such height as to unreasonably obstruct the view from any other lot or lots in said tract. The Architectural Committee shall have the power and authority to modify the conditions and restrictions contained in this subdivision (b) of Paragraph IV as to any lot in said Tract, if said Architectural Committee, in its absolute discretion, deems it necessary or advisable to so do.

(c) No mobile home shall be placed or permitted to remain on any lot, or portion thereof, without the approval of the Architectural Committee having first been had and obtained. Commencing January 1, 1976, no mobile home shall be placed or permitted to remain on any lot, or portion thereof, whatsoever, and any such mobile homes situated on any lot, or portion thereof, on said date shall be removed.

(d) No person, except Declarant or its duly authorized

agent, or its successors in interest, shall erect or

Rev.9/85

-5-

maintain upon any part of said Tract or any lot, any sign, advertisement, billboard, or other advertising structure of any kind; provided, however, that the owner of any lot in said Tract shall have the right to place on display on his property one "For Sale" or "For Lease" sign, not exceeding four (4) square feet in surface area, on the lot advertised for sale or lease, provided, such sign is maintained no closer than ten (10.) feet to any property line of such lot.

(e) All structures constructed or placed on any lot shall be constructed of new material, rock and used brick excepted, and no used structures shall be relocated or placed on any such lot.

(f) Every tank for the storage of fuel installed outside any building in the tract shall be either buried below the surface of the ground or screened to the satisfaction of the Architectural Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street.

(g) No pigs or goats shall be kept, raised or permitted in said Tract or any part thereof. Other animals may be kept and maintained upon said Tract in accordance with and as may be permitted by the Zoning Ordinance of the County or Riverside regulating the same as long as the same are not raised, bred, grazed, maintained or kept for sale, commercial purposes, or in unreasonable quantities, Domestic cats, dogs and birds may be kept as household pets upon the Tract, provided, that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities.

(h) No privy shall be erected, maintained or used upon any part of said real property, but a temporary chemical privy may be permitted during the course of construction of a building. Any lavatory, toilet or water closet that shall be erected, maintained or used on the lot shall be enclosed and located within a building herein permitted to be erected and shall be properly connected with an approved sanitary sewer system or underground septic tank or cesspool and so constructed and operated that no offensive odors shall arise or otherwise escape therefrom.

(i) The construction of any building or structure, once commenced on the property, shall be prosecuted diligently to completion.

(j) Natural surface drainage shall be maintained and no obstruction, diversion or confining of the existing channels through which surface water naturally flows upon and across the lot in time of storm shall be made so as to cause damage to other properties.

(a) Every person, including Declarant, who acquires title, legal or equitable, to any lot in the Development shall become a member of the La Cresta Property Owner's Association, an unincorporated non-profit association (herein referred to as "Association"); PROVIDED, however, that such membership is not Intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, Deeds of Trust, or Real Estate Contract Purchases.

(b) The general purpose of the Association is to further and promote the community welfare of the property owners in the Development and to provide for the maintenance, repair and upkeep of the private roads, drainage improvements, slope easements, temporary water facilities and fire protection retreat areas within the boundaries of the Development.

(c) The Association shall have all the powers set forth in and be operated pursuant to the By-Laws of the Association which are attached hereto marked Exhibit "A" and made a part hereof by this reference.

(d) The first Board of Governors of said Association shall be appointed by Declarant to act only until thirty (30) lots in said tract have been sold, or one year from the date of sale of the first lot in the tract whichever first occurs, at which time the continuance of the same or the selection of another body shall be determined by the lot owners as provided in the By-Laws of the Association to serve until the date of annual meeting set forth in the By-Laws of the Association when Governors shall be elected for the succeeding year.

(e) In order to meet the authorized and necessary expenditures of the Association and to provide for adequate reserves, the Board of Governors of the Association, by resolution, may levy reasonable assessments upon the lots in the subdivision. PROVIDED, HOWEVER, no assessments which would exceed \$5.00 per acre per year may be made by the Board of Governors without the consent of the majority of the lot owners. No assessments shall be levied unless ten (10) days written notice thereof has first been sent to each lot owner. Each lot shall be assessed for its share of the expenses of the Association and for payment of taxes and special tax assessments, if any, upon the private roads and common areas of said tract. No special assessments exceeding \$1,000.00 for capital improvements or any assessment to make up a deficiency in insurance proceeds may be levied by the Board of Governors without the consent of a majority of the lot owners, excluding Declarant and/or the subdivider of the development. The total assessment shall be divided amongst

each lot owner in the proportion that the acreage in each lot bears to the total acreage of the development then subject to the Association.

(f) Each lot owner in the Development shall, by acceptance of a deed thereto, or the signing of an agreement or contract to purchase the same, bind himself, his heirs, personal representatives and assigns to pay all charges determined and levied upon such lot, including interest thereon and collection costs thereof, if any, including attorney's fees, and the obligations to pay such charges and interest and costs thereby constitutes an obligation running with the land. The sale or transfer of any lot shall not effect any lien or charges provided herein.

(g) No lot owner may exempt himself from liability for any assessment by waiver of the benefits for which said assessment was levied or by non-use or abandonment of the property. All lot owners are obligated to pay said assessments at the time and in such amount as the Board of Governors shall direct and as may be imposed to meet the Association expenditures and shall be a debt of such lot owner at the time the assessment is made.

(h) In the event that the lot owner shall fail to pay any assessment levied by the Board of Governors at the time and in the amount as directed thereby, such assessment shall be and will become a lien upon the lot assessed upon the recordation by the Board of Governors of a Notice of Assessment in the County Recorder's Office in the County of Riverside, California, which notice shall state the name of the delinquent lot owner, a description of the lot against which claim of lien is made, the amount claimed to be due and owing, (with any proper offset allowed), that the claim of lien is made by the Board of Governors pursuant to the terms of the By-Laws and that the lien claimed is an amount equal to the amount of the delinquent assessment. The lien created by the recordation of such Notice of Assessment shall be prior to all other liens recorded subsequent thereto. Unless sooner satisfied and released or enforced as hereinafter provided, such lien shall expire and be of no further force or effect one year from the date of recordation, except that said one year period may be extended by the Board of Governors for an additional year by recording a written notice of extension thereof.

(i) Upon the payment of the amount of any delinquent assessment, together with interest thereon at the rate of 7% per annum and the costs incurred by the Board of Governors. the Board of Governors shall cause to be recorded a notice of satisfaction of the assessment and release of the lien upon the lot so affected.

(j) Any lien may be enforced by sale of the lot upon which the lien was recorded by the Board of Governors, its attorney or other person authorized to make the sale, after failure of the lot owner to pay such assessment in accordance with its terms and such sale, shall be conducted in compliance with the provisions of Section 2924, 2924(B) and 2924(C) of the Civil Code of the State of California and as elsewhere provided by law. The Board of Governors on behalf of the Association shall have the power to bid on the lot at foreclosure sale and to hold or sell the same in satisfaction of the lien. The Association shall not have the power at any time or for any purpose to mortgage the lot so purchased at foreclosure sale.

(k) There shall be an annual independent audit by a Certified Public Accountant of the accounts of the Board of Governors. A copy of the audit report shall be available to Each lot owner within thirty (30) days of completion.

VI

Declarant hereby reserves and further declares that upon the conveyance of any lot in said Tract, there is reserved the following:

(a) A non-exclusive easement for the benefit of all lot owners for a right of way upon the private streets and roads designated upon the recorded map

(b) An easement for the installation, construction, maintenance and operation of radio and television transmission cables over and across those portions of the lots shown on the recorded map as Public Utility easements on the Owners Certificate shown on said map, together with the right of Declarant to license or franchise the right to install such cables within said easement.

(c) An easement for the construction of graded slopes extending 50 feet beyond upon the right of way line designated upon the recorded map.

(d) A non-exclusive easement for the benefit of all lot owners for a fire protection retreat area as designated upon the recorded map.

VII

(a) Declarant is the owner of approximately 6,000 contiguous acres of real property situated in Riverside County, California of which said tract comprises a part, which is designated for and will comprise the whole of the

said La Cresta General Development and Declarant, Its successors, or assigns, may within one year from August 7, 1969, annex to the existing development all or any part of said approximate 6,000 acres owned by Declarant as aforesaid, provided that such annexation does not materially increase the assessments on existing property owners or materially increase the burden of any common area subject to the jurisdiction of said property owner's association.

(b) Such annexation shall become effective, and the said Property Owner's Association shall have and shall accept and exercise Jurisdiction over the property covered thereby, when Declarant shall have recorded a map with respect to such annexed property, together with a declaration which shall among other things:

(1) Describe the real property which is annexed to the Development.

(2) Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to these restrictions, except as the same may be modified only with respect to the annexed property; and

(3) Set forth or refer to any additional, new, modified or other limitations, restrictions, covenants and conditions which way be applicable to such annexed property.

(c) Such Declaration may incorporate these restrictions therein by reference to the pertinent recording data or may be in the form and length of these restrictions, PROVIDED, that in either event,

(1) There shall be no discrimination against existing property owners.

(2) The Association's powers to make assessments and enforce liens shall not be curtailed with respect to such newly annexed property.

(3) There shall be no discrimination in assessments by the Association with respect to such newly annexed property.

(4) Such declaration may impose additional limitations upon the property subject thereto but shall not null or void any provisions of these restrictions or those pertaining to other units which are then a part of the Development.

VIII

Said Tract shall not, or shall any part thereof, nor any lot or building site therein, be used for the purpose of drilling, exploring for, taking, producing or transporting therefrom any water, such water and water rights in, under, or flowing over said property or appurtenant thereto, or to any part thereof, including the right to develop water thereon, transport or export water therefrom being expressly reserved to Declarant.

IX

No noxious or offensive activity shall be carried on upon said Tract or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

X

(a) The covenants , conditions and restrictions herein contained shall run with said land and shall be binding and in force and effect until June 30, 1995, for the mutual benefit of all the lots and building sites in said Tract, after which time said conditions and covenants shall be automatically extended for successive periods of ten years each, unless the owners of a majority of the lots in said Tract, by executing and acknowledging an instrument in writing, terminate or change said conditions and covenants which shall be duly recorded with the Riverside County Recorder at any time prior to the expiration of these restrictions , or any renewal period hereof.

(b) The easements and reservations herein contained shall be perpetual unless released by the Declarant grantor and/or those persons or corporations to whom such rights have been or may be assigned and conveyed as herein provided.

(c) The owners of record of lots or building sites in the Development having an aggregate area equivalent to not less than 55% of the total area of all of said property may, at any time. modify, amend, or cancel with respect to said Development, all or any of the covenants, conditions or restrictions contained in this declaration and any supplement or amendment thereto, by instrument in writing signed by said owners and acknowledged by them so as to entitle it to be recorded in the Office of the County Recorder of Riverside County, California.

Rev .9/85

-11-

XI

(a) Any and all of the rights, powers and reservations of Declarant and/or Architectural Committee herein contained, may be assigned to any other corporation or association which will assume the duties of Declarant and/or the Architectural Committee pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subjected to the same obligations and duties as are given to and assumed by Declarant and/or the Architectural Committee herein.

(b) Invalidation of any of these conditions by judgment or court order shall in no wise affect any other condition which shall remain in full force and effect.

XII

The violation or breach of any of the covenants, conditions, restrictions or reservations herein contained shall give the Declarant and/or Architectural Committee and/or any owner or owners of lots or building sites in said Tract the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the covenants, conditions, restrictions and reservations, to prevent or enjoin them from so doing, to cause said violation to be remedied, or to recover damages for said violation.

XIII

A breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust in good faith, and for value, as to said property or any part thereof, but such conditions, covenants, and/or restrictions shall be binding upon and effective against any owner of any lot or lots in said property whose title is acquired by foreclosure, trustee's sale or otherwise.

