



Preliminary Title Report

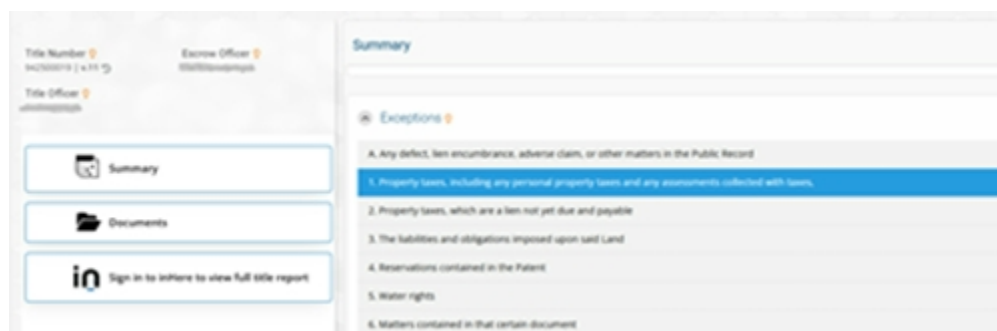
File No.: TT2022203

Escrow No.: TT2022203-CC

Property Address: Vacant Land, Temecula, CA 92590

Title Officer: Candy Church

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PRELIMINARY REPORT



2275 Rio Bonito Way, Suite 160
San Diego, CA 92108

Prelim Number:

TT2022203

Issuing Policies of **Chicago Title Insurance Company**

Order No.: TT2022203-CC

Escrow/Customer Phone: (760) 731-2900

Re/Max United
1615 South Mission Road, Suite B
Fallbrook, CA 92028
Attn: Virginia Gissing
Email: virginia_gissing@aol.com

Title Officer.: Candy Church
Phone No.: (619)260-0015
Fax No.: (619)839-3623
Email: churchteam@ticortitle.com

Ref No.:

Property: Vacant Land, Temecula, CA 92590

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

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

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

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

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

Countersigned By:

Authorized Officer or Agent
John Bloomquist

Effective date: June 4, 2025 at 07:30 AM

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

ALTA Homeowner's Policy of Title Insurance 2021

ALTA Loan Policy 2021

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

A Fee

2. Title to said estate or interest at the date hereof is [vested in:](#)

Thomas Thomas and Charla Thomas, Co-Trustees, or their Successors in Trust, under The Thomas Living Trust,
Dated November 25, 2019

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

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

EXHIBIT A
Legal Description

For APN/Parcel ID(s): 940-220-003

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

PARCEL 90 OF PARCEL MAP 6835, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 29, PAGES 27 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTIONS

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2025-2026.
2. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. Water rights, claims or title to water, whether or not disclosed by the public records.
5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Cassie Swangreen Desmond
Purpose: Roads
Recording Date: June 30, 1922
Recording No: [Book 560, Page 137](#), of Deeds
Affects: said land more particularly described therein

The exact location and extent of said easement is not disclosed of record.

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

In favor of: Metropolitan Water District
Purpose: Pipelines and roads
Recording Date: December 13, 1967
[Recording No: 1967-109720, of Official Records](#)
Affects: said land more particularly described therein

The exact location and extent of said easement is not disclosed of record.

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

Recording Date: November 24, 1970
[Recording No: 1970-118440, of Official Records](#)

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

Modification(s) of said covenants, conditions and restrictions
Recording Date: December 15, 1970
[Recording No.: 1970-125582, of Official Records](#)

Modification(s) of said covenants, conditions and restrictions
Recording Date: March 4, 1971

Recording No.: [1971-21823, of Official Records](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: October 22, 1971

Recording No.: [1971-121042, of Official Records](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: February 29, 1972

Recording No.: [1972-26310, of Official Records](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: May 2, 1972

Recording No.: [1972-56582, of Official Records](#)

8. All easements, recitals, offers and dedications as shown on the official map

Tract of: Parcel Map [6835](#)

9. Matters contained in that certain document

Entitled: An Agency Agreement

Recording Date: October 4, 1978

Recording No.: [1978-210324, of Official Records](#)

Reference is hereby made to said document for full particulars.

10. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value:

Recording Date: April 20, 1977

Recording No.: [1977-67779, of Official Records](#)

Said instrument also provides for the levy of assessments, the lien of which is stated to be subordinate to the lien of a first mortgage or first deed of trust made in good faith or for value.

Modification(s) of said covenants, conditions and restrictions

Recording Date: August 2, 1977

Recording No.: [1977-148126, of Official Records](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: November 12, 1980

Recording No.: [1980-211217, of Official Records](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: October 15, 1981

Recording No.: [1981-194072, of Official Records](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: August 4, 1986

Recording No.: [1986-194962, of Official Records](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: August 3, 1990

[Recording No.: 1990-288739, of Official Records](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: September 7, 1990

[Recording No.: 1990-333555, of Official Records](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: April 13, 1992

[Recording No.: 1992-130009, of Official Records](#)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Rancho California Water District, a Public Corporation

Purpose: Pipelines

Recording Date: June 17, 1977

[Recording No.: 1977-112567, of Official Records](#)

Affects: said land more particularly described therein

and Recording Date: September 14, 1977

and [Recording No.: 1977-179410, of Official Records](#)

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

Granted to: Southern California Edison Company

Purpose: Either or both pole lines, conduits or underground facilities

Recording Date: June 20, 1977

[Recording No.: 1977-113638, of Official Records](#)

Affects: said land more particularly described therein

13. Matters contained in that certain document

Entitled: An Agency Agreement

Recording Date: May 7, 1979

[Recording No.: 1979-92330, of Official Records](#)

Reference is hereby made to said document for full particulars.

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

In favor of: Kacor Realty, Inc.

Purpose: Road easement and an easement as necessary for construction and maintenance of such slopes

Recording Date: August 25, 1978

[Recording No.: 1978-180137, of Official Records](#)

Affects: said land more particularly described therein

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

Recording Date: August 25, 1978

Recording No: [1978-180137, of Official Records](#)

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

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

Recording Date: June 19, 2000

Recording No: [2000-234195, of Official Records](#)

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

Modification(s) of said covenants, conditions and restrictions

Recording Date: April 15, 2004

Recording No.: [2004-272245, of Official Records](#)

17. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$450,000.00

Dated: March 3, 2022

Trustor/Grantor: Thomas D. Thomas and Charla S. Thomas

Trustee: Chicago Title Company

Beneficiary: R. C. Miller and Glenna Miller, as Co-Trustees of The Miller Living Trust dated March 28, 2011

Loan No: Not Shown

Recording Date: September 9, 2022

Recording No.: [2022-0389525, of Official Records](#)

This Company will require that the original note, the original deed of trust and a properly executed request for full reconveyance together with appropriate documentation (i.e., copy of trust, partnership agreement or corporate resolution) be in this office prior to the close of this transaction if the above-mentioned item is to be paid through this transaction or deleted from a policy of title insurance.

Any demands submitted to us for payoff must be signed by all beneficiaries as shown on said deed of trust, and/or any assignments thereto. In the event said demand is submitted by an agent of the beneficiary(s), we will require the written approval of the demand by the beneficiary(s). Servicing agreements do not constitute approval for the purposes of this requirement.

If no amounts remain due under the obligation a zero balance demand will be required along with the reconveyance documents.

In addition, we require the written approval of said demand by the trustor(s) on said deed of trust or the current owners if applicable.

18. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

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

19. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

END OF EXCEPTIONS

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

REQUIREMENTS

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

Party(s): All Parties

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

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

2. The Company will require either (a) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (b) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Name of Trust: The Thomas Living Trust, Dated November 25, 2019

3. Pursuant to the type of transaction contemplated in this Report, a Documentary Transfer Tax Affidavit must be filled out and executed to accompany the Transfer Deed, a form of which can be obtained by going to the following Website www.riversideacr.com or by contacting your Title Officer or Escrow Officer.
4. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
5. The Company will require an affidavit signed by the seller/mortgagor certifying that there are no matters that could give rise to any defects, liens, encumbrances, adverse claims or other matters that would attach to the Land between the effective date of the report and the recording of the instruments creating the estate to be insured.

END OF REQUIREMENTS

INFORMATIONAL NOTES

1. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

<u>Tax Identification No.:</u>	<u>940-220-003</u>
Fiscal Year:	2024-2025
1st Installment:	\$6,268.04
2nd installment:	\$6,268.04
Exemption:	None Shown
Code Area:	082-016
2. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
3. Note: Association Assessments are periodically due from holders of title to said Land to the Homeowner's Association and transfer fees may be due whenever there is a transfer of title of any of the units. In order to ascertain seller's/buyer's association assessments and transfer fee requirements prior to transfer of a unit, Escrow companies are requested to contact said Homeowner's Association.
4. NOTE: Please contact your Title Officer to obtain the current recording fees.
5. NOTE: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
7. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

END OF INFORMATIONAL NOTES

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Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

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- contact information (e.g., name, address, phone number, email address);
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- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

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FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

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For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com or call (888) 714-2710.

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- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;

- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

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If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

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

FIDELITY NATIONAL FINANCIAL CALIFORNIA PRIVACY NOTICE

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

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

Collection of categories of Personal Information:

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

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

This Personal Information is collected from the following sources:

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

This Personal Information is collected for the following business purposes:

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

- To communicate with you about FNF or our affiliates;
- To maintain an account with FNF or our affiliates;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To provide, support, personalize, and develop our websites, products, and services;
- To directly market our products to consumers;
- As described to you when collecting your Personal Information or as otherwise set forth in the California Consumer Privacy Act.

Disclosures of Personal Information for a business purpose:

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

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

Sale of Personal Information:

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

Retention Periods:

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

Personal Information of minors:

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

Sensitive Personal Information:

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

Right to know:

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

Right to request deletion:

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

Right to Correct:

Consumers have the right to correct inaccurate Personal Information.

Right to non-discrimination:

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

Privacy Requests:

To exercise any of your California Privacy Rights, or if acting as an authorized agent on behalf of another individual, please visit [California Privacy Request \(FNF.com/California-privacy\)](https://www.fnf.com/california-privacy), call us Toll Free at 888-413-1748, or write to the address at the end of this notice.

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

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

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

FNF website services for mortgage loans:

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

California Privacy Notice - Effective Date:

This California Privacy Notice was last updated on January 1, 2025.

Contact for more information:

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your California Privacy Rights, please visit [California Privacy \(FNF.com/california-privacy\)](https://www.fnf.com/california-privacy), call Toll Free 888-413-1748, or contact us by mail at the below address.

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

Notice of Available Discounts

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

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

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

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Co.
FNTIC - Fidelity National Title Insurance Co.
NTINY - National Title Insurance of New York

Available Discounts

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, CLTIC, FNTIC, NTINY)

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

DISASTER AREA TRANSACTIONS (CTIC, CLTIC, FNTIC, NTINY)

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a Lender's Policy (Standard or Extended), or an Owner's Policy (Standard or Homeowners coverage). To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster.

Notice of Available Discounts

(continued)

DISASTER AREA ESCROWS (CTC, CLTC, FNTC, TICOR, LTC)

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a loan or a sale escrow transaction. To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster. Standard minimum charge applies based upon property type. No other discounts or special rates, or combination of discounts or special rates, shall be applicable. Applies to a single transaction per property.

This rate is applicable to the following Zones/Counties:

Zone 1.A: Orange County

Zone 1.B: Riverside and San Bernardino Counties

Zone 2: Los Angeles County

Zone 3: Ventura County

Zone 10: San Diego County

Zone 12: Imperial County

If used for a sale transaction, the application of this rate assumes the charge for the Residential Sale Escrow Services (RSES) fee will be split evenly between buyer and seller. As such and regardless of how the calculated applicable RSES will be split between the disaster victim and the other principal, the rate will be applied only to one half (1/2) of the calculated applicable RSES fee, regardless of whether the disaster victim is paying half (1/2) of the RSES fee (as is customary) or paying the entire fee. The rate under this provision will be fifty percent (50%) of disaster victims' one half (1/2) portion only and shall not apply to any portion paid by non-disaster victim. Additional services will be charged at the normal rates.

MILITARY DISCOUNT RATE (CTIC, CLTIC, FNTIC)

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for title insurance policies. Minimum charge: Four Hundred Twenty-Five And No/100 Dollars (\$425.00)

The Company may require proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

MILITARY RATE (SLTC)

A discount of twenty percent (20%) off the purchase transaction closing and settlement fee or a discount of One Hundred And No/100 Dollars (\$100.00) off the refinance closing and settlement fee, will be applied when the loan is guaranteed by the United States Veterans Administration and the escrow fee is being paid by the consumer and is listed as paid by borrower on the Closing Disclosure and final Settlement Statement.



Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

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

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

ATTACHMENT ONE

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

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

ATTACHMENT ONE (CONTINUED)

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

PART I

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

PART II

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

ATTACHMENT ONE (CONTINUED)

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

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
 4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

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

LIMITATIONS ON COVERED RISKS

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

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

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

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

ATTACHMENT ONE (CONTINUED)

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

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

ATTACHMENT ONE (CONTINUED)

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

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

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

ATTACHMENT ONE (CONTINUED)

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

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

Por. SANTA ROSA RANCHO
(Por. SEC. 23, T.8S. R.3W.)



PM 29/27-41 Parcel Map 683;
PM 126/191,92 " 185;
PM 152/12-13 " 226

ASSESSOR'S MAP BK. 940 PG 22
RIVERSIDE COUNTY, CALIF

MAY

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

AFFIDAVIT

Title No.: TT2022203-CC

This Affidavit, when fully completed, is to be signed **and notarized**, then returned to Ticor Title Company of California to enable Ticor Title Company of California to insure the presently pending transaction.

The undersigned owner hereby states that there are no unrecorded leases or agreements affecting the property described in the Preliminary Report for Title Order Number TT2022203-CC and that there is no one in possession or entitled to possession of said property other than the vestee shown in said Preliminary Report, **except**:

The undersigned owner states that to his/her knowledge, there are no liens or rights to liens upon said property for labor, services and materials for work contracted for, and completed by, an owner, lessee, sub-lessee or tenant within the last year or which is now in progress, **except**:

This statement is made in connection with the request to Ticor Title Company of California to issue its policy(ies) of title insurance with respect to Title Order Number TT2022203-CC.

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

Signature

Print Name

Signature

Print Name

Address: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

AFFIDAVIT
(continued)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

RECORDING REQUESTED BY
Ticor Title Company of California
WHEN RECORDED MAIL TO:

ORDER NO.: TT2022203-CC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATION OF TRUST
California Probate Code Section 18100.5

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the following is true and correct:

1. The Trust known as _____,
executed on _____, is a valid and existing trust.
2. The name(s) of the settlor(s) of the Trust is (are): _____

3. The name(s) of the currently acting trustee(s) is (are): _____

4. The trustee(s) of the Trust have the following powers (initial applicable line(s)):
_____ Power to acquire additional property.
_____ Power to sell and execute deeds.
_____ Power to encumber, and execute deeds of trust.
_____ Other: _____
5. The Trust is (check one): ☐ Revocable ☐ Irrevocable
The name of the person who may revoke the Trust is: _____
6. The number of trustees who must sign documents in order to exercise the powers of the Trust is (are): _____,
whose name(s) is (are): _____
7. Title to Trust assets is to be taken as follows: _____
8. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.
9. I (We) am (are) all of the currently acting trustees.
10. I (We) understand that I (we) may be required to provide copies of excerpts from the original Trust documents which designate the trustees and confer the power to act in the pending transaction.

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

Print Trust Name

Signature

By: _____
Print Name

Its: _____
Print Title

Signature

By: _____
Print Name

Its: _____
Print Title

(Acknowledgement must be attached)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____ before me, _____, Notary Public,
(here insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____ before me, _____, Notary Public,
(here insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Escrow No.: TT2022203-CC

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

NAME AND PERSONAL INFORMATION

First Name

Middle Name

Last Name

Maiden Name

Date of Birth

(If none, indicate)

Home Phone

Business Phone

Birthplace

Cell Phone

Fax

Email

Social Security No.

Driver's License No.

List any other name you have used or been known by

State of residence

I have lived continuously in the U.S.A. since

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

If yes, complete the following information:

Date and place of marriage

Spouse/Domestic Partner

First Name

Middle Name

Last Name

Maiden Name

Date of Birth

(If none, indicate)

Home Phone

Business Phone

Birthplace

Cell Phone

Fax

Email

Social Security No.

Driver's License No.

List any other name you have used or been known by

State of residence

I have lived continuously in the U.S.A. since

RESIDENCES (LAST 10 YEARS)

Number & Street

City

From (date) to (date)

Number & Street

City

From (date) to (date)

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

OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business Name

Address

From (date) to (date)

Firm or Business Name

Address

From (date) to (date)

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

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

Firm or Business Name

Address

From (date) to (date)

Firm or Business Name

Address

From (date) to (date)

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

STATEMENT OF INFORMATION
CONFIDENTIAL INFORMATION FOR YOUR PROTECTION
(continued)

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

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

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

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

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

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

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

INFORMATION ABOUT THE PROPERTY

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

Owner to complete the following items

Street Address of Property in this transaction: _____

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

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

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

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

Lender _____ Loan Amount _____ Loan Account No. _____

Lender _____ Loan Amount _____ Loan Account No. _____

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

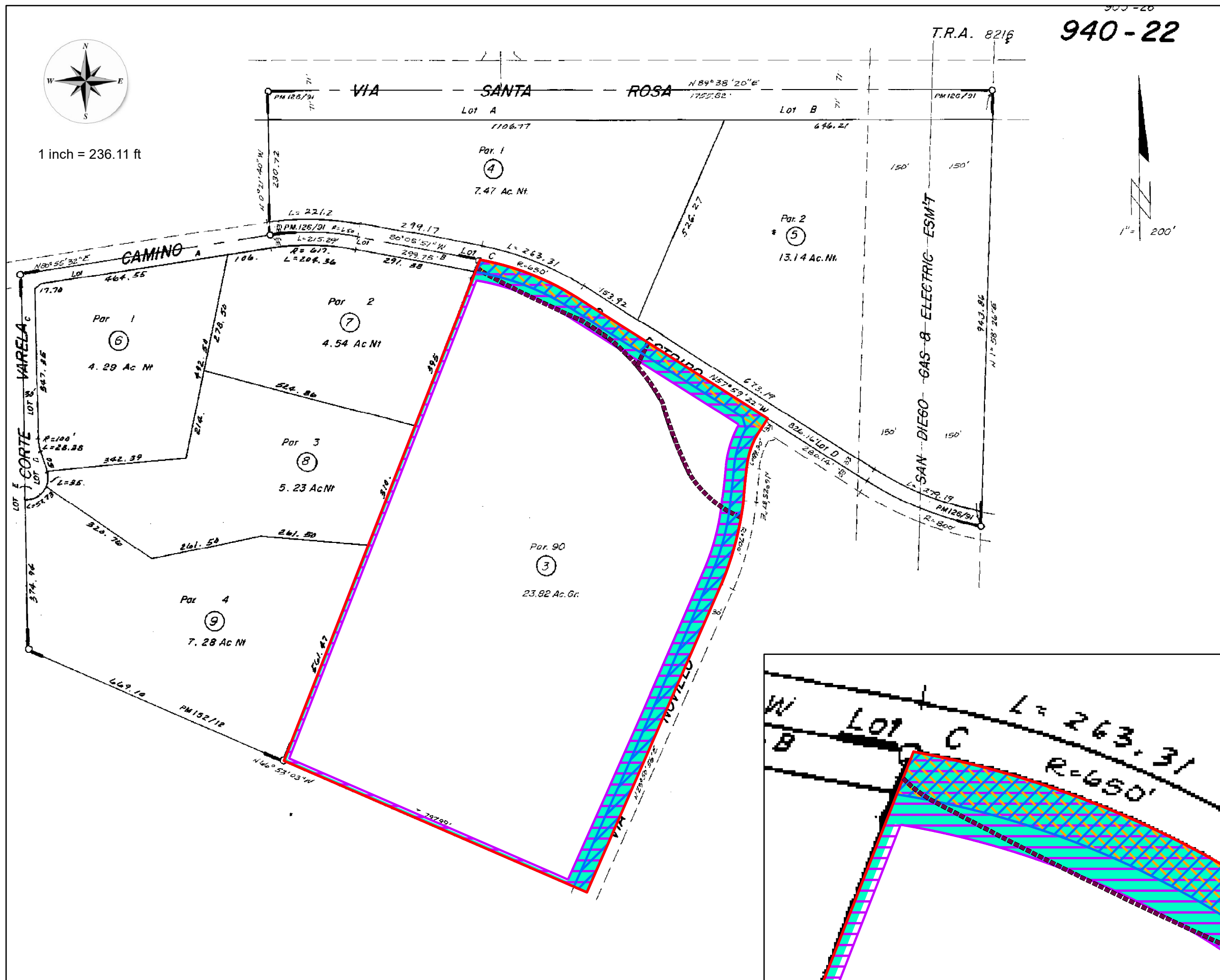
IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

_____ Signature	_____ Date
_____ Print Name	
_____ Signature	_____ Date
_____ Print Name	

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



1 inch = 236.11 ft



ORDER NO.

TT2022203

06/17/2025

APN

940-220-003

Legend

-  PIQ
-  Ease for Roads recorded In 06/30/1922 Bk560 Pg137 of Deeds (Unlocatable)
-  Ease for Pipelines & Roads recorded In 12/13/1967 Inst # 109720 of OR (Unlocatable)
-  Ease for Roads recorded In Bk29 Pg27 of Parcel Map
-  Ease for Natural Watercourses recorded In Bk29 Pg27 of Parcel Map
-  Ease for Pipelines recorded In 06/17/1977 Inst # 112567 of OR
-  Ease for Pole Lines, Conduits recorded In 06/20/1977 Inst # 113638 of OR
-  Ease for Road & Construction & Maintenance recorded In 08/25/1978 Inst # 180137 of OR

This is not a survey of Land, but is compiled for information only, nor is it a part of this report or policy to which it may be attached. There will be no liability as for the accuracy of the acreage if shown

DETAIL

“If this document contains any restrictions based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal (•) fair housing laws and is void, and may be removed pursuant to Section 12956.1 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.” [Govt. Code §12956.1]

AK
RECORDING REQUESTED BY
JOEL M. KRIGER, ESQ.

and WHEN RECORDED MAIL TO:
Santa Margarita Ranchos Property Owners Association
c/o Ralston Management
Attn: Luci Ralston
41800 Enterprise Circle South, Suite F
Temecula, California 92590

DOC # 2004-0272245

04/15/2004 08:00A Fee:22.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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**FIRST AMENDMENT TO THE FIRST RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
SANTA MARGARITA RANCHOS PROPERTY OWNERS ASSOCIATION**

THIS AMENDMENT TO THE FIRST RESTATED DECLARATION was approved
by a written ballot sent to the entire membership of SANTA MARGARITA RANCHOS
PROPERTY OWNERS ASSOCIATION.

WITNESSETH

WHEREAS, SANTA MARGARITA RANCHOS PROPERTY OWNERS ASSOCIATION,
a California non-profit corporation, has responsibility for the management and control of certain real
property located in Riverside County, State of California, which is more particularly described as:

Lots 1 through 157, both inclusive, of Parcel map Number 6835, as per Map filed in
Book 29, Pages 27 through 41, both inclusive, of Parcel Maps, in the Office of the
County Recorder of said County.

WHEREAS, said property is subject to certain covenants, conditions, restrictions,
reservations, liens and charges as set forth in the First Restated Declaration of Covenants, Conditions
and Restrictions recorded as Document No. 2000-234195 in the Office of the Recorder of Riverside
County.

22-
C
DP

3. Article V, Section 5.2 of the Declaration is amended to read as follows:

Section 5.2 Fencing/Perimeter Walls.

All parcels on which animals are present shall be adequately fenced so as to keep all animals on that parcel and protect the crops and property on the other parcels. However, no fence or walls shall be placed or permitted to remain which would interfere with the use of any of the easements referred to in Section 5.1 (a)(1-7) hereof. All perimeter fencing shall be primarily wood or corral pipe fencing across the front of the property and where fronting on streets shall not be located closer than forty (40) feet from the centerline of Via Santa Rosa and Via Vaquero and thirty (30) feet from the centerline of all other roads. Chain link or wire mesh fencing may be used provided it is located a minimum of forty (40) feet from the centerline of Via Santa Rosa and Via Vaquero and thirty (30) feet from the centerline on all other roads and is screened from view from the roadway by natural vegetation, grove trees or other approved landscaping. No fence shall be installed on any parcel without first being approved as to type and location by the Architectural Control Committee.

4. Article V, Section 5.2.1 of the Declaration is amended to add as follows:

Section 5.2.1 Entry Monuments/Markers.

Entry monuments/markers must have the portion that is gated, or could be otherwise obstructed, setback from the centerline of the road a minimum of forty (40) feet on Via Santa Rosa and Via Vaquero and thirty (30) feet on all other roads. Other portions of the entry monument/marker may be constructed closer, but must be at least twenty-five (25) feet from the centerline of the road on Via Santa Rosa and Via Vaquero and at least twenty (20) feet from the centerline on all other roads. Any fences attached to the entry monument/marker must comply with the setback requirements as specified in Article V, Section 5.2. Plans must be submitted for approval to the Architectural Control Committee in accordance with Article IX, Section 9.2. Chains and cables between posts for restricting access to grove roads are exempt from these setbacks and do not require submission to the ACC for approval. The posts must however be located a minimum of twenty (20) feet from the edge of the pavement and must have a reflector on the center of the chain or cable.



**CERTIFICATION OF PRESIDENT
AS TO APPROVAL OF AMENDMENT**

I, Fred Hayes, declare and state as follows:

1. I certify that I am the President of Santa Margarita Ranchos Property Owners Association, a California nonprofit mutual benefit corporation (hereafter "Association").
2. This document is executed for the purpose of certifying the foregoing amendment to the Declaration, according to the provisions contained in California Civil Code Section 1355 and to certify that the amendment requirements of the Declaration have been met.
3. I certify that there are currently 300 parcels within the Association representing the total voting power of the membership. Thus, according to the requirements of Article X, Section 10.5 of the Declaration at least fifty-one (51) percent of the voting membership or 153 affirmative votes must approve the amendment.
4. I further certify that, as of the date this document is executed, the following is the total number of votes cast by all Association members.

	Approve	Disapprove
To add Article III, Section 3.5	172	7
To add Article III, Section 3.6	172	7
To amend Article V, Section 5.2	156	23
To add Article V, Section 5.2.1	156	23
To amend Article V, Section 5.6(b)	157	22
To amend Article V, Section 5.8	155	24

5. Since these totals reflect approval by at least 153 affirmative votes of the membership, I certify that the amendment was approved.

On behalf of the Association, I declare under penalty of perjury under the laws of the State of California that the foregoing facts are true and correct.

Executed on FEB 11, 2004 at Temecula, California.

SANTA MARGARITA RANCHOS PROPERTY OWNERS ASSOCIATION

By: Fred Hayes
Fred Hayes, President



2004-0272245
04/15/2004 09:09A
5 of 6

Recording Requested By:
JOEL M. KRIGER, Esq.

When Recorded, Mail to:
Santa Margarita Ranchos Property
Owners Association
% Rebecca Homme, Manager
P.O. Box 1098
Temecula, CA 92593

DOC # 2000-234196

06/19/2000 08:00A Fee:117.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



FIRST RESTATED DECLARATION

of

COVENANTS, CONDITIONS AND RESTRICTIONS

of

SANTA MARGARITA RANCHOS PROPERTY OWNERS ASSOCIATION



M
SF

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05/19/2000 08:00A
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**FIRST RESTATED DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS OF
SANTA MARGARITA RANCHOS PROPERTY OWNERS ASSOCIATION**

PREAMBLE

The Declaration of Covenants, Conditions, and Restrictions and all subsequent amendments thereto (including but not limited to First Amendment recorded at File/Page 77-148126; Second Amendment recorded at File/Page 80-211217; Third Amendment recorded at File/Page 86-194962; Fourth Amendment recorded at File/Page 90-288739; Fifth Amendment recorded at File/Page 90-333555; Sixth Amendment recorded at File/Page 92-130009; and Seventh Amendment recorded at File/Page 95-165124) through the date of recordation of this Declaration for Santa Margarita Ranchos Property Owners Association, executed by Kaiser Aetna, a California general partnership composed of Temecula Properties, Inc., a California corporation, Kaiser Rancho California, Inc., a California corporation; Westward Properties, Inc., a California corporation; Kaiser Hawaii Kai Development Co., a Nevada corporation; and Aetna Life Insurance Company, a Connecticut corporation, ("Declarant"), and recorded on April 20, 1977, as Document No.77-67779, of the Official Records of Riverside County, California ("Original Declaration"), which affects all of the Properties described and commonly known as Santa Margarita Ranchos Property Owners Association are hereby amended and restated in their entirety to read as follows:

RECITALS

A. Declarant was the original Owner of that certain real property ("Properties") located in the City of Temecula, County of Riverside, State of California, which is more particularly described as follows:

**Lots 1 through 157, both inclusive, of Parcel map Number 6835,
as per Map filed in Book 29, Pages 27 through 41, both inclusive,
of Parcel Maps, in the Office of the County Recorder of said
County.**



B. Declarant conveyed the Properties, subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the Original Declaration referred to above, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Properties and all of which shall run with the Properties and be binding on all parties having or acquiring any right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

C. It was the further intention of the Declarant to sell and convey residential Lots, subject to the protective covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes between Declarant and such Owners which are set forth in this Declaration and which are intended to be in furtherance of a general plan for the subdivision, development, sale and use of the Properties as a "planned development" as that term is defined in §1351(k) of the California Civil Code.

D. There currently exists upon the above-described real property a Common Interest Subdivision subject to the provisions of the Davis-Stirling Common Interest Subdivision Act (California Civil Code §1350, et seq.).

E. Prior to the date shown hereunder, fifty-one percent (51%) of the Owners of Lots within the Properties voted by written ballot to amend and restate the Original Declaration, all in accordance with the procedures for amendment set forth in the Original Declaration. It was the intention of said Owners to replace the Original Declaration, in its entirety, with the recordation of this Declaration. The Owners' action to amend and restate the Original Declaration as set forth herein and the fact that the requisite percentage of affirmative votes required in the Original Declaration was achieved, is attested by the execution of this First Restated Declaration by duly authorized officers of the Association, as required by California Civil Code §1355(a). As so amended and restated, the easements, covenants, restrictions and conditions set forth herein shall run with the Properties and shall be binding upon all parties having or acquiring any right, title or interest in the Properties or any portion thereof, and shall inure to the benefit of each Owner thereof.



ARTICLE I

DEFINITIONS

Section 1.1 "Assessment" means any Regular, Special or Individual Assessment made or assessed by the Association against an Owner and his or her Lot in accordance with the provisions of Article IV of this Declaration.

Section 1.2 "Association" means Santa Margarita Ranchos Property Owners Association, a California nonprofit corporation, its successors and assigns.

Section 1.3 "Association Rules" means the rules, regulations and policies adopted by the Board of Directors of the Association, as the same may be in effect from time to time.

Section 1.4 "Declarant" shall mean and refer to Kaiser Aetna, a California general partnership composed of Temecula Properties, Inc., a California corporation; Kaiser Rancho California, Inc., a California corporation; Westward Properties, Inc., a California corporation; Kaiser Hawaii Kai Development Co., a Nevada corporation; and Aetna Life Insurance Company, a Connecticut corporation, its successors and assigns, if such successors or assigns should acquire substantially all of Kaiser Aetna's interest in the properties encumbered by this Declaration.

Section 1.5 "Governing Documents" is a collective term that means and refers to this First Restated Declaration and to the Articles, Bylaws, and Association Rules.

Section 1.6 "Improvements" shall mean and include grading, barns, buildings, silos, cages, houses, outbuildings, sheds, parking areas, fences, walls, poles, signs, streets, alleys and any other structures of any type or kind.

Section 1.7 "Lot" means any parcel of real property designated by a number on the Subdivision Map of the Properties. When appropriate within the context of this Declaration, the term "Lot" shall also include the Residence and other improvements constructed on a Lot.

Section 1.8 "Original Declaration" means and refers to the document referenced in the Preamble to this Declaration, together with all amendments thereto, adopted prior to recordation of this Declaration.



Section 1.9 "Owner" means any person, firm, corporation or other entity which owns a fee simple interest in any Lot, as shown by the official records of the County recorder. The term "Owner" shall include, except where the context otherwise requires, the family, guests, tenants and invitees of an Owner.

Section 1.10 "Parcel" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property.

Section 1.11 "Properties" shall mean and refer to that certain real property hereinabove described.



ARTICLE II

PROPERTY RIGHTS

Section 2.1 Property Subject to Declaration.

All the real property previously described in the Preamble and the improvements thereon, shall be subject to this Declaration.

Section 2.2 Description of Project.

The Association consists of 288 Lots with no common areas. Formerly there were roads and road easements maintained by the Association. These roads are now publically dedicated streets and maintained by a Santa Rosa Community Service District. The Association has no responsibility for maintenance of any real property.

Section 2.3 Right of Entry by Association.

For any purpose related to the performance by the Board of its responsibilities under this Declaration, the Association's agents or employees shall have the right to enter any Lot. For other than emergency purposes, the Association's agents or employees shall have the right to enter any Lot or any purpose reasonably related to the performance by the Board of its responsibilities under this Declaration. Such entry shall be with as little inconvenience to the Owner as possible, and any damage caused thereby shall be repaired by the Association.

Section 2.4 Commercial Zone Lot Exemption for Lot 148

Lot 148 of the Property is hereby exempted from the operation of each and every section of Articles V and VIII and shall not hereafter constitute a covenant, condition and restriction against said Lot nor be binding upon or give rise to easements across said Lot 148. The maximum height of any commercial building on Lot 148 shall be 35 feet



ARTICLE III

ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Association to Administer Project.

The Members covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration, the Articles, Bylaws and Rules of the Association.

Section 3.2 Membership.

Every Owner of a Parcel which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment. The terms and provisions set forth in this Declaration, which are binding upon all owners of all Parcels and all members in the Association, are not exclusive, as both the member and the parcel owner shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of such Parcel shall be the sole qualification for membership.

Section 3.3 Transfer.

The membership held by any Owner of a Parcel shall not be transferred, pledged or alienated in any way, except upon the sale of such Parcel and then only to the purchaser or in the event of foreclosure to the deed of trust holder of such parcel. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the Owner of any Parcel should fail or refuse to transfer the membership registered in his name to the purchaser of such Parcel, the Association shall have the right to record the transfer upon the books of the Association.

Section 3.4 Voting Rights.

The Association shall have only one class of membership. Members shall be entitled to one vote for each Parcel in which they hold the interest required for membership. When more than one person holds such interest or interest in any parcel, all such persons shall be members and the vote for such parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Parcel. Said voting rights shall be subject to the restrictions and limitations provided hereinafter and in the Articles and Bylaws of the Association.

ARTICLE IV

ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges, (2) Special Assessments for purposes permitted herein, and (3) Individual Assessments (as more fully described in Section 4.9 herein); such Assessments to be established and collected as hereinafter provided. The Annual and Special Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the separate interest against which each such Assessment is made, the lien to become effective upon recordation of a notice of Assessment. Each such Assessment together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. No Member may exempt himself from liability for this contribution towards the common expenses by the abandonment of his Lot.

Section 4.2 Purpose of Assessments.

The Assessments levied by the Association shall be used exclusively to promote the economic interest, recreation, health, safety, and welfare of all the residents in the entire Project.

Section 4.3 Annual Assessment.

The Board of Directors shall determine and fix the amount of the Annual Assessment against each Lot in accordance with the procedures described below. Payment of the Annual Assessment may be made by the Owners on annual basis or as otherwise established by the Board.

Section 4.3.1 Preparation of Annual Budget

Not less than 45 nor more than 60 days prior to the beginning of the Association's fiscal year, the Board shall estimate the total amount required to fund the Association's anticipated common expenses for the next succeeding fiscal year by preparing and distributing to all Association Members a budget. If the Board fails to distribute the budget for any fiscal year within the time period provided for in this section, the Board shall not be permitted to increase regular assessments for that fiscal year unless the Board first obtains the approval of Owners, constituting a quorum, casting a majority of the votes at a meeting or election of the Association.



Section 4.3.2 Limits for Increases of Annual and Special Assessments.

The Board of Directors of the Association may not impose a regular Assessment that is more than twenty percent (20%) greater than the regular Assessment for the Association's preceding fiscal year or impose Special Assessments which in aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without the approval of Owners casting a majority of the votes at a meeting or election of the Association at which a quorum is present.

Section 4.3.3 Required Notice of Assessment Increases.

Whenever there is an increase in Annual or Special Assessments of the Association, all Members shall be notified by first-class mail, not less than thirty (30) nor more than sixty (60) days prior to the increased Assessment becoming due.

Section 4.4 Special Assessments for Extraordinary Expenses; Reserves for Replacement.

Section 4.4.1 Right of Board to Levy Special Assessments.

The Board of Directors may levy, in any Assessment year, a Special Assessment applicable to that year only, provided that in the event Special Assessments exceed in the aggregate five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, the vote or written consent of a majority of those voting of the Association where a quorum is represented shall be required.

Section 4.4.2 Reserve Contributions and Accounts.

As part of the regular annual Assessments for maintenance authorized above, the Board of Directors shall annually fix the amount to be contributed pro rata by each Member to reserve funds. Such determination shall be made after consideration of the need for additional funds and of the Association's capital position. The Board shall maintain a separate account for those funds. The Board shall fix the method of payment of such Assessments and shall be empowered to permit either lump sum or monthly payments. Separate records shall be maintained for all funds deposited to the said account, which shall be designated as a reserve account.



Section 4.5 Division of Assessments.

All Assessments, both Annual and Special, shall be charged to and divided among the Members equally.

Section 4.6 Effect of Nonpayment of Assessments.

Assessments are delinquent thirty (30) days after they become due. Interest on delinquent Assessments and late charges shall be imposed at an annual percentage rate of twelve percent (12%) interest commencing thirty (30) days after the Assessments become due. Late charges and interest on past due amounts may be modified by the Board in accordance with any changes permitted by state law.

Section 4.7 Transfer of Lot by Sale or Foreclosure.

Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale of any Lot pursuant to Mortgage foreclosure of a first Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer (except for Assessment liens recorded prior to the Mortgage). No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 4.8 Enforcement; Remedies.

If any Annual or Special Assessment is delinquent, the Association may record an Assessment Lien against the Lot of the delinquent Owner, notwithstanding any provision of this Declaration to the contrary, the Assessment lien provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust upon any Lot. The lien shall be recorded in accordance with the requirements of Civil Code §1367. The lien shall be signed by any officer of the Association or any agent designated by the Association.

An Assessment lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent Assessment, or sale by a trustee substituted pursuant to California Civil Code §2934(a). Any sale shall be conducted in accordance with the provisions of §§2924, 2924(b), 2924(c), 2924(f), 2924(g) and 2924(h) of the California Civil Code, or any successor statutes thereto, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. Nothing herein shall preclude the Association from bringing an action directly against an Owner for breach of the personal obligation to pay Assessments.



The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at foreclosure sale, and to acquire and hold, lease, Mortgage, and convey the same.

Section 4.9 Individual Assessments.

In addition to the Special Assessments levied against all Owners in accordance with Section 4.4 above, the Board of Directors may impose Individual Assessments against an Owner in any of the circumstances described below, provided that no Individual Assessments may be imposed against an Owner pursuant to this Section 4.9 until the Owner has been afforded notice and an opportunity for a hearing and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Association's Governing Documents. Subject to the foregoing, the acts and circumstances giving rise to liability for Individual Assessments include the following:

Section 4.9.1 Expenses Incurred in Gaining Member Compliance.

In the event that the Association incurs any costs or expenses, to bring the Owner and/or his Lot into compliance with any provision of the Governing Documents, the amount incurred by the Association (including reasonable fines and penalties duly imposed hereunder, title company fees, accounting fees, and reasonable attorneys' fees) shall be assessed and charged solely to and against such Owner as a Individual Assessment.

Section 4.9.2 Change of Occupancy.

A change of ownership charge may be assessed against each Lot at the time escrow closes on the conveyance of title to such Lot, if title is transferred, or as of the date a new tenant takes possession of the Lot. The charge shall be for the purpose of covering the reasonable and necessary expenses incurred by the Association as a result of the change of ownership or possession of the Lot. The charge shall be in an amount to be reasonably determined from time to time by the Board.

Section 4.10 Levy of Individual Assessment and Payment.

Once an Individual Assessment has been levied against an Owner for any reason described, and subject to the conditions imposed in this Section 4.9, such Individual Assessment shall be recorded on the Owner's account, notice thereof shall be mailed to the affected Owner and the Individual Assessment shall thereafter be due as a separate debt of the Owner payable in full to the Association within 30 days after the mailing of notice of the Assessment.



ARTICLE V

REGULATION OF IMPROVEMENTS

Section 5.1 Minimum Setback Line.

Section 5.1.1 General.

No structure of any kind, and no part thereof, shall be placed on any Parcel closer to a property line than herein provided. The following structures and improvements are specifically excluded from these set back provisions

- (1) Pole Lines
- (2) Underground pipelines;
- (3) Conduits;
- (4) Ditches;
- (5) Waterworks facilities for the production and distribution of water primarily for irrigation purposes;
- (6) Streets and grove access roads;
- (7) Signs

Section 5.1.2 Front Yard Setbacks.

The setback line is established fifty (50) feet from the front property line except that no structure or improvement except those listed in Section 5.01 (a), (1) - (7) shall be erected nearer than a minimum of forty (40) feet from the nearest point of intersection of any two (2) streets or highway lines.

Section 5.1.3 Side Yard Setback.

(1) The setback line for the main residence is established at a minimum of fifty (50) feet from the property line.

(2) The setback line for all accessory buildings is established at a minimum of twenty (20) feet from the Property line



Section 5.1.4 Rear Yard Setback.

The setback line is established at a minimum of twenty (20) feet from the rear property line.

Section 5.1.5 Change in Setback.

Anything contained in this Article to the contrary notwithstanding, in the event the zoning of subject property allows different setbacks, the setbacks required shall be those which are the more restrictive.

If the Architectural Control Committee shall determine that extenuating circumstances exist with respect to any parcel that would cause conformance to the setback minimums to result in undue hardship on the Owner of the Parcel, the Architectural Control Committee may approve such setback as may be deemed reasonable.

Section 5.2 Fencing/Perimeter Walls.

All parcels on which animals are present shall be adequately fenced so as to keep all animals on that Parcel and protect the crops and property on the other parcels. However, no fence or walls shall be placed or permitted to remain which would interfere with the use of any of the easements referred to in Section 5.1 (a) (1-7) hereof. All perimeter fencing shall be primarily wood or corral pipe fencing across the front of the property and where fronting on streets and shall not be located closer than forty (40) feet from the centerline of Via Santa Rosa and Via Vaquero and thirty (30) feet from the centerline of all other roads. Chain link or wire mesh fencing may be used provided it is located a minimum of fifty (50) feet from the centerline of Via Santa Rosa and Viaquero and forty (40) feet from all other roads and is screened from view from the roadway by natural vegetation, grove trees or other approved landscaping. No fence shall be installed on any parcel without first being approved as to type and location by the Architectural Control Committee.

Section 5.3 Excavation.

Exposed openings resulting from any excavation shall be back filled and disturbed ground shall be leveled. Such excavation shall be done in compliance with the riverside County Grading Ordinance and shall be certified by a California licensed soils engineer as appropriate.

Section 5.4 Signs.

All signs shall conform to the following criteria:



(a) Signs larger than twelve (12) square feet shall be allowed only upon application and the issuance of a permit by the Architectural Control Committee. The applicant may be required to pay a sign fee in the amount to be set by the board of Directors. No permit issued shall be for a period greater than twelve (12) consecutive months. The application shall include a scaled architectural drawing which indicates the size, colors and contents of the sign and a site plan showing the precise location of the sign.

(b) Signs having a size of twelve (12) square feet or less shall be constructed and posted without a permit issued by the Architectural Control Committee subject to the following restrictions;

(1) No sign shall be constructed and posted within twelve (12) feet of the edge of the traveled roadway;

(2) Each parcel shall be limited to one (1) sign for 5 to 10 acres and a maximum of two signs per twenty (20) acres of gross parcel;

(3) Signs constructed or posted on a Parcel for the purpose of selling, leasing or renting the Property or any other Parcel shall be removed within ten (10) days of sale, lease, or termination of listing. The Association shall have the right to enter said property and remove the sign.

Section 5.5 Building Regulations.

Section 5.5.1 Type.

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 a good quality and design. No used building including buildings previously constructed on any other property shall be moved onto any parcel without the prior approval of the ACC. No mobile homes, modular homes or lean-tos, or commercial metal storage facilities shall be permitted on any Parcel. However, a travel trailer may be brought on to the Property for use over the weekend and holiday, but must not be left parked on the Property during the week. Unless, done so in compliance with Section 5.6 (b). The only buildings permitted by this Declaration to be constructed on any lot shall be a single family residence, a guest cottage or a caretaker quarters, accessory buildings and a garage.



Section 5.5.2 Size.

The primary principal single family residence, if any shall contain a minimum of twenty-five hundred (2500) square feet, excluding garage and overhangs. The garage shall contain a least four hundred forty (440) square feet and shall be enclosed. Any accessory building or garage, but not living quarters may be constructed prior to the main residence, and shall conform in architectural design to the residential structure to be constructed on the Parcel. Roofing material shall be the same as required for the main residence, as set forth in paragraph (d) below.

Section 5.5.3 Height.

No building structure shall be more than two (2) stories in height, providing such structure does not obstruct the view of adjacent residences. Residential buildings constructed on hillsides may use the area under the main floor for additional living area as approved by the Architectural Control Committee. The maximum height of any commercial building on Lot 148 shall be thirty-five (35) feet.

Section 5.5.4 Roofs.

All roofs shall be constructed of fire proof materials approved in writing by the Architectural Control Committee. No roof or other structure shall be constructed of reflective metal, except as herein expressly provided . No projection of any type shall be placed or permitted above the roof of any building structure with the exeception of one or more chimneys, one or more vent stacks, and one (1) television antenna and/or satellite dish (one meter or less in diameter) of shape, size and location as approved by the Committee. No air condition units, ducts, conduits, or pipes shall be exposed on the roof of any building structure. Solar heating and photovoltaic installations being an exception to this restriction.

Section 5.6 Maintenance and Storage.

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

(b) No material, supplies, trailers, or RVs or equipment; including inoperable motor vehicles, shall be stored on any area on a parcel except inside a closed building or in a specific location that has been approved by the Architectural Control Committee as being reasonably screened from view from roadways and adjacent parcels. Residents may park one trailer or RV next to their homes. Trailers or RV's are not to be occupied except on



weekends and holidays without specific temporary approval of the Architectural Control Committee.

Storage for trash and debris shall be within a visual barrier screened area of a maximum of fifty (50) square feet and surrounded by a wood fence at least six (6) feet high.

Section 5.7 Property Maintenance.

If the Owner uses the property for agricultural purposes, Owner must farm said land in an approved and husband-like manner and to keep all trees, vines and crops on the land properly cultivated, irrigated, fertilized, sprayed and fumigated; to replace all dead and unproductive trees or vines with new ones, and to keep all buildings fences, ditches, canals and any farming improvements on said premises in first class condition; to do all other acts which from the character or use of the property may be reasonably necessary to maintain, preserve or enhance its value. If Owner fails to perform in this manner, the Association or the Architectural Control Committee (Hereinafter "Committee") or their agents shall have the right to enter upon any Parcel and at the expense of the Owner of the Parcel to remove infected or diseased plants and spray and fumigate the same and/or take measures as they may reasonably deem necessary to protect the subject property and all property that could be affected by failure of Owners performance.

Section 5.8 Utilities.

All telephone and power utility services are to be run underground to the home site and other improvements from the property line.

Section 5.9 Subdivision of Less Than Five Acres

Any subdivision which will result in a Lot of less than five acres in size must be approved by fifty-one (51%) percent of the owners, excluding all votes of the subdividing owners.



ARTICLE VI

DUTIES AND POWERS OF THE ASSOCIATION

Section 6.1 General Powers and Authority.

The Association shall have all the powers of a nonprofit corporation under California law, subject only to the limitations in the Governing Documents of the Association. It may perform all acts which may be necessary for or incidental to the performance of the obligations and duties imposed upon it by this Declaration or the other Governing Documents. Its powers shall include, but are not limited to, the following:

Section 6.1.1 Assessments.

The Association shall have the power to establish, fix, and levy Assessments against the Members in accordance with the procedures set out in this Declaration and subject to the limitations therein.

Section 6.1.2 Adoption of Rules.

The Association shall have the power to adopt reasonable operating rules governing the use of the Properties.

Section 6.1.3 Enforcement of Violations.

In addition to any other enforcement rights described in Section 10.1 and in this Declaration and the Bylaws, or authorized by law and subject to any restrictions on the Association's enforcement rights, including any due process requirements, imposed by this Declaration, the Bylaws, or by law, the Association may take any of the following actions against any person or entity whose act or failure to act violates or threatens to violate any provision of this Declaration, the Bylaws, or Association Rules:

- (i) impose monetary penalties, including late charges and interest;
- (ii) suspend voting rights in the Association until the violation has been cured.



The determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Association. The Association shall provide due process to members before imposing any of the foregoing sanctions by giving notice and allowing the member a hearing before the Board.

Section 6.1.4 Delegation of Authority.

The Association, acting through the Board, shall have the power to delegate its authority, duties, and responsibilities to such committees, officers, or employees as are allowed under the Governing Documents.

Section 6.1.5 Right of Entry.

The Association's agents or employees shall have the right to enter upon any Lot when necessary in connection with performing the Association or Board's duties as set forth in the Governing Documents. Such entry shall be made with as little inconvenience to the Member as is practicable, and in accordance with Section 2.3 of this Declaration.

Section 6.1.6 Loans.

The Association shall have the power to borrow money upon approval of a majority of the voting membership of the Association.

Section 6.1.7 Contracts.

The Association shall have the power to contract for goods and/or services for the Association, subject to limitations of the Governing Documents.

Section 6.1.8 Prosecution and Defense of Lawsuits

The Board has the authority to prosecute or defend, in the name of the Association, any action affecting the Association, and any action in which all or substantially all of the Owners have an interest.

Section 6.2 Duties of the Association.

In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Documents, the Association shall be responsible for the following:



Section 6.2.1 Financial Statements.

The Association shall regularly prepare, review and distribute financial statements to the Members in accordance with the Bylaws.

Section 6.2.2 Insurance

The Association shall maintain such policy or policies of insurance as are required by this Declaration and/or the Board of Directors and/or state law.

Section 6.2.3 Assessments

The Association shall fix, levy, collect, and enforce Assessments.

Section 6.2.4 Payment of Expenses.

The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business, including, without limitation, all licenses, taxes, or governmental charges levied or imposed.

Section 6.2.5 Enforcement.

The Association shall enforce this Declaration.

Section 6.3 Limitation on Board Authority.

Except with the vote or written assent of Owners casting a majority of the votes at a meeting or through a mail ballot where a quorum is represented, the Board shall not take any of the following actions:

(i) Pay compensation to Members of the Board or to officers of the Association for services performed in the conduct of the Association's business, provided that the Board may reimburse a Member for expenses incurred in carrying on the business of the Association; or

(ii) Enter into a contract with a third person to furnish goods or services for the Association for a term longer than one year, with the following exceptions:

(a) Prepaid casualty or liability insurance policies not to exceed three years' duration provided the policy permits short rate cancellation by the insured.



Section 6.4 Limitation on Liability of Officers and Directors.

No director, officer, committee Member, employee, or other agent of the Association, shall be liable to any Owner or any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person if such person has acted in good faith and in a manner such person reasonably believed to be in the best interests of the Association.



ARTICLE VII

MAINTENANCE RESPONSIBILITIES

Section 7.1 Association's Obligation to Maintain and Repair.

The Association has no obligation to maintain or repair any property at the time of filing of this Restated Declaration. Currently, all Association roads are being maintained by the Santa Rosa Community Service District. Only in the event the Santa Rosa Community Service District stopped maintenance of these roads would the Association resume that function.

Section 7.2 Owner's Obligation to Maintain and Repair.

Each Lot Owner shall, at his sole cost and expense, maintain and repair his Lot and all improvements thereon, and all landscaping thereon in a neat, clean and attractive condition.

Section 7.3 Recovery of Costs of Certain Repairs and Maintenance.

In the event that an Owner fails to perform maintenance functions for which he or she is responsible under Section 7.2 above, the Association may give written notice to the offending Owner with a request to correct the failure within thirty (30) days after receipt thereof. If the Owner refuses or fails to perform any necessary repair or maintenance, the Association may exercise its rights under Article II, Section 2.3, to enter the Owner's Lot and perform the repair or maintenance so long as the Owner has been given notice and the opportunity for a hearing. The cost of the repairs may be billed to the owner as an Individual Assessment in accordance with Section 4.9.



ARTICLE VIII

USE RESTRICTIONS

Each Owner of a Lot shall be responsible for ensuring that the Owner's family, guests, tenants and all occupants of the Owner's Lot comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. In addition to any rights the Association may have against the Owner's family, guests, tenants or occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or occupants.

Section 8.1 Regulation of Operations and Uses.

The following operations and uses are prohibited:

- (a) Commercial, industrial or manufacturing, but nothing contained herein shall prohibit the drying, packing, canning, freezing and other acceptable methods of processing fruits, nuts, vegetables, and other agricultural products on any Parcel where such drying, packing, canning, freezing or processing is primarily in conjunction with the agricultural operation on that Parcel.
- (b) Junk yards or dumps;
- (c) Trailer courts;
- (d) Drilling for and or the removal of oil, gas or other hydrocarbon substances;
- (e) Fat rendering;
- (f) Stockyard or slaughter of animals, except those animals produced on that parcel;
- (g) Farm Labor Camps;
- (h) Commercial tree nurseries;
- (i) Commercial Poultry raising;



(j) Animal raising (except two (2) cats and or three (3) dogs, one (1) cow per acre of any Parcel, and two (2) horses per acre of Parcel); and/or other animals as approved by Architectural Control Committee;

(k) Multiple units, hotels, motels;

(l) Exception subject to written ACC approval.

Section 8.2 Lot Split Regulations.

No Owner, lessee or occupancy of any portion of the Property shall subdivide any portion of the Property in any manner, including without limitation, the filing of subdivision maps, lot splits, or sales or leases without the prior advice to the Architectural Control Committee, which approval shall be requested in the manner provided for in Article VIII. Such approval shall not be unreasonably withheld. The Architectural Control Committee shall consider the shape and location of any and all subdivided property as to its aesthetic appearance, enhancement or detracting from the values of surrounding parcels and conformity with planned streets and highways. Any subdivision which will result in a parcel of less than five (5) acres in size must be approved by 51% of the Owners, excluding all votes of the subdividing Owner. Voting rights and membership shall accrue to a new parcel created by subdivision upon the recording of the tract or parcel map.

Section 8.3 Damage or Destruction of Residences.

In the event of damage or destruction by fire or other casualty affecting a Residence, the Owner thereof shall, within six months thereafter, either:

(a) Diligently commence to rebuild the Residence in accordance with the terms hereof, including, without limitation, the architectural review provisions of Article VIII hereof; or

(b) Clear and level the Lot, removing all wreckage, debris and remains of the Residence therefrom and leaving the same in a level, clean condition.

Section 8.4 Use of Lots.

(a) The vegetation and landscaping on any Lot shall be planted or maintained by the Owner or resident in such a manner as to reduce the risk of fire, prevent or retard shifting or erosion of soils, encourage the growth of indigenous ground cover and to cause the proper diversion of water into streets and natural drainage channels.



(b) No Improvement, including without limitation, fences, hedges, retaining walls, landscape or privacy structures shall be constructed, erected, or placed on any Lot without the prior approval of the Architectural Committee.

(c) No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot except for water.

Section 8.5 Storage.

Storage of personal property shall be reasonably screened from view.

Section 8.6 Burning/Fire Hazards/Fireworks.

Burning of agricultural trimmings is permitted on Lots as long as it is in compliance with all local governmental fire safety and permit regulations. No Owner or resident shall permit any condition to exist on his or her Lot, including, without limitation, trash piles or weeds, which create a fire hazard or is in violation of local fire regulations. Due to the extreme fire hazard in the area fire works are prohibited.

Section 8.7 Variances.

Upon application by any Owner, the Architectural Control Committee shall be authorized and empowered to grant reasonable variances from the property use restrictions set forth in this Article VIII, if specific application of the restriction will, in the sole discretion of the Board, either cause an undue hardship to the affected Owner or fail to further or preserve the common plan and scheme of development contemplated by this Declaration. In considering and acting upon any request for a variance, the Committee shall follow the procedures set forth in Article IX, Section 9.6 for the granting of architectural variances.

Section 8.8 Enforcement of Property Use Restrictions.

The objective of this Declaration shall be to promote and seek voluntary compliance by Owners with the environmental standards and property use restrictions contained herein. Accordingly, in the event that the Association becomes aware of an architectural or property use infraction that does not necessitate immediate corrective action, the Owner responsible for the violation shall receive written notice thereof and shall be given a reasonable opportunity to comply voluntarily with the pertinent Governing Document provision(s). Such notice shall describe the noncomplying condition, request that the Owner correct the condition within a reasonable time specified in the notice, and advise the Owner of his or her appeal rights.



ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

Section 9.1 Composition of Architectural Control Committee.

Each Board of Directors shall establish a three member Architectural Control Committee. The members of which shall be selected and appointed by the Board of Directors and shall serve for a term concurrent with said Board. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for their services. Members of the Committee must be members of the Association or live within the Santa Margarita Property Owners Association. Any member may be removed before the expiration of their term by a majority vote of the Board. The majority of the Architectural Control Committee shall be members of the Board.

Section 9.2 Committee Approval.

No property owner shall commence construction of any improvement on his Property, and no building, garage, outbuilding, fence or other improvement unless and until two complete sets of plans including a plot plan showing location of such structure on the property, floor and roof plan, exterior elevations, sections and salient exterior details shall have been submitted to and approved in writing by any two members of the Committee. The Committee will consider the quality and serviceability of the materials to be used, the location of the improvements on the Parcel being improved when completed, and its consistency with existing improvements.

Section 9.3 Submittal Procedure.

The plans and specifications shall be submitted to the offices of the Association in duplicate to such place as shall be designated from time to time by the Board of Directors. It is the obligation of the Member/Applicant to satisfy the submission requirements of the Association. Incomplete documentation, plans or specifications shall not be reviewed or considered by the Committee for approval.



Section 9.4 Committee Approval in Writing.

The Committee's approval, disapproval or conditional approval of such building plans, specifications and plot plans shall be in writing and delivered to the applicant with one (1) set of the submitted documents. If the Committee fails to approve or disapprove such plans and specifications and plot plan within sixty (60) days after submittal, it shall be assumed that the Committee has approved the submittal, the Applicant shall notify the Committee in writing of their failure to respond. If the Committee does not approve or deny said application within fifteen (15) days in writing after receipt of said notice, the Application shall be deemed approved.

If, after the plans, specifications and plot plans have been approved, the building, fence, wall or other structure shall be altered otherwise than as approved by the Committee, such alteration shall be deemed to have been undertaken without the approval of the Committee and the Board of Directors will proceed against the member to have the unapproved improvements removed unless the member submits an amendment to the plan and said plan is approved by the Committee. Any and all reasonable costs, incurred by the Association in enforcing this provision shall be paid by the Member failing to obtain the requested approval. Costs incurred shall be paid by the Member whether or not legal proceedings are initiated.

Any applicant, if dissatisfied with the decision of the Committee, may appeal the decision of the Architectural Control Committee to the Board of Directors, whose decision shall be final. The right of appeal by an Owner must be exercised in writing within thirty (30) days after notification to the Member of the decision of the Committee; provided, however, that the Board may extend the time for such appeal or grant hearing thereon after the expiration of time at its discretion.

Said Committee shall have the power and authority to approve or disapprove the plans and specifications and approval of said plans, specifications and plot plan may be withheld not only because of noncompliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also by reason of the reasonable dissatisfaction of the Committee with the location of the structure on the Parcel, or the building site, the finished ground elevation, design, proportions, architecture, shape, height and style of the proposed structure or altered structures, or other matters or things which, in the reasonable judgment of the Committee, will render the proposed structure inharmonious, inconsistent or out of keeping with the general scheme, the existing improvements on the site or with the structures erected on other building sites in the immediate area of the subject parcel. The Committee, may if it so desires adopt rules governing its procedures, providing said rules and procedures are not inconsistent with the rules and procedures contained herein, or those adopted by the Association's Board of Directors.



Once commencement of construction has begun, the completion of all approved and permitted construction shall be diligently and continuously pursued to completion.

The Committee may, from time to time, as a means of defraying its expenses, require a reasonable filing fee to accompany submission of the application and plans. No additional fee shall be required for resubmission of the plans revised in accordance with Committee recommendations.

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

Section 9.5 Liability of Committee.

Neither the Board of Directors, the members of the Committee, shall be liable in damage to anyone submitting plans to them for approval, or to any Owner or Lessee or any Parcel affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every Owner or Lessee of any Parcel within the Property agrees, by acquiring title or interest therein, that he will not bring any action or suit in law or equity against the Board of Directors, the members of the Committee or their representatives, to recover damages or see equitable relief.

Section 9.6 Variances.

The Architectural Control Committee shall be entitled to allow reasonable variances with respect to this Article or any restrictions specified in Article VIII in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships, provided that the following conditions are met:

(a) If the requested variance will necessitate deviation from, or modification of, a property use restriction that would otherwise apply under this Declaration, the Committee must conduct a hearing on the proposed variance after giving at least 10 days' prior written notice to the Board and to all adjacent Lots to the property for which the variance applies. The Owners receiving notice of the proposed variance shall have 30 days in which to submit to the Board or Committee written comments



or objections with respect to the variance. No decision shall be made with respect to the proposed variance until the 30-day comment period has expired.

(b) The Committee must make a good faith determination that (i) the requested variance does not constitute a material deviation from the overall plan and scheme of development within the Properties or from any restriction contained herein or that the proposal allows the objectives of the violated requirement(s) to be substantially achieved despite noncompliance; or (ii) the variance relates to a requirement hereunder that is unnecessary or burdensome under the circumstances; or (iii) the variance, if granted, will not result in a material detriment, or create an unreasonable nuisance, with respect to any other Lot or Owner within the Properties.



ARTICLE X

GENERAL PROVISIONS

Section 10.1 Enforcement.

The Association or any Member shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, Association Bylaws and rules and regulations, reservations, liens and charges now or hereafter imposed by the provisions of this First Restated Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations, the right to recover damages or other dues for such violation; provided, however, that with respect to Assessment liens, the Association shall have the exclusive right to the enforcement thereof. Should the Association incur attorney's fees in order to enforce the covenants, conditions and restrictions or the Association Bylaws or rules and regulations, it shall be entitled to recover such expenses from the responsible Members.

Prior to the commencement of a civil action to enforce the Governing Documents, the party initiating the case shall comply with Civil Code §1354(b) by serving a Request for Resolution on the other party in accordance with this statute.

Section 10.2 Severability.

Invalidation of any one of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 10.3 Term.

The covenants, conditions and restrictions of this Declaration shall run with and bind the Lots, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Restated Declaration, their respective legal representatives, heirs, successors, and assigns.

Section 10.4 Construction.

The provisions of this First Restated Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the maintenance of a residential/agricultural community. Paragraph headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 10.5 Amendments.

This First Restated Declaration may be amended by the affirmative assent or vote of a majority of the Owners of Lots in the Property. However, the percentage of voting power necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be certified in a writing executed and acknowledged by an authorized officer of the Association and recorded in the County Recorder's Office of the County of Riverside.

Section 10.6 Singular Includes Plural.

Whenever the context of this Restated Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 10.7 Nuisance.

The result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

Section 10.8 Waiver.

The failure of any Owner, the Board of Directors, the Association, or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges, or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.

Section 10.9 Conflict of Governing Documents.

If there is a conflict among or between the Governing Documents, the provisions of this First Restatement of Declaration shall prevail; thereafter, priority shall be given to Governing Documents in the following order: Articles, Bylaws, and Rules and Regulations of the Association.

Section 10.10 Rights of Mortgagees.

None of the restrictions nor any of the provisions herein contained shall supersede or in any way reduce the security or affect the validity of any mortgage or deed of trust; provided, however that if any portion of the Property is sold under a foreclosure of any 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 property so purchased subject to all of the restrictions and other provisions of this Declaration.



Section 10.11 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 Property; 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 said Parcels, their heirs, successors and assigns; and shall, as to the owner of each parcel, his heirs, successors and assigns, operate as covenants, running with the land, for the benefit of all other Parcels.

Section 10.12 The Declaration.

By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement of the real property covered hereby, and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

Section 10.13 Notification of Sale of Parcel.

Concurrently with the consummation of the sale of any Parcel under circumstances whereby the transferee becomes an Owner thereof or within five (5) business days thereafter, the transferee or agent shall notify the Association, in writing of such sale. Such notification shall set forth (i) the name of the transferee and his transferor; (ii) the transferee's mailing address; (iii) the street address of the parcel purchased by the transferee; and (iv) the date of the sale. Prior to receipt of such notification, any and all communications required or permitted to be given by the Association, the Board, or the Architectural Control Committee shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

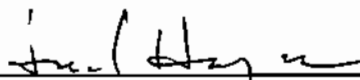


Section 10.14 Violation of Law.

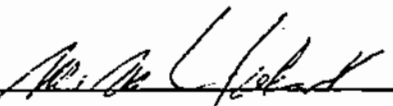
Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any of the properties is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

IN WITNESS WHEREOF, SAN MARGARITA PROPERTY OWNERS ASSOCIATION, by and through its Board of Directors, hereby certifies that this Restated Declaration of Covenants, Conditions and Restrictions was duly adopted.

SANTA MARGARITA PROPERTY OWNERS ASSOCIATION

By: 
FRED HAYES, President

[Name printed]

By: 
MAHMOUD YAKUT, Secretary

[Name printed]



ACKNOWLEDGMENT

State of California)
: s.s.
County of Riverside)

On May 31, 2000, before me, Julia Deibert, a Notary Public in and for said County and State, personally appeared **FRED HAYES**, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Julia Deibert

[Seal]



ACKNOWLEDGMENT

State of California)
: s.s.
County of Riverside)

On May 31, 2000, before me, Julia Deibert, a Notary Public in and for said County and State, personally appeared **MAHMOUD YAKUT**, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Julia Deibert

[Seal]

