

Robert Newton Miller
26781 Potomac Drive
Sun City, CA 92586

October 21, 1992

*Amended C.C. & R.'s of Sun City
Sun City Terrace Homes of Sun City
CA.*

County of Riverside Recorders Office
4080 Lemon Street, Rooms 101/102
Riverside, CA 92592

Subject: Tracts 10583-2 and 17964
Adjustment of Qualified Residential Age of
Sixty-two (62) to Fifty-five (55)

Attachments: Signatures of Exhibit "A" - Tract 10583-2
Signatures of Exhibit "B" - Tract 17964

Attention: Mr. Beales

Dear Sir:

Attached are petitions on the subject tracts known as Sun City Terrace. These homes were built by Presley of Southern California consisting of seventy-seven (77) homes.

Please accept this petition as the means of record to change the C.C. & R.'s of subject tracts to reflect the adjustment of Qualified Resident of the age sixty-two (62) or older to qualified Resident to be of age fifty-five (55) or older.

The signatures on the petitions were personally secured by the undersigned and I (we) do certify that they are, to the best of our knowledge and understanding, to be true and valid signatures of the owners of record of the subject tracts.

Robert N. Miller
Robert N. Miller

Tract
T-17964

Lot
L-2

Kathleen M. Lewis
Kathleen M. Lewis

T-17964

L-4

RECEIVED FOR RECORD
AT 12:00 O'CLOCK

OCT 22 1992

Recorded in Official Records
of Riverside County, California

44-132-116
44-132-116
44-132-116

400139

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October 21, 1992
Page 2

If further information is required, please contact the undersigned
by letter or phone (714) 672-3308.

Thank you for your attention to this request.

Yours truly,

Robert N. Miller
Robert N. Miller

RNM:ms

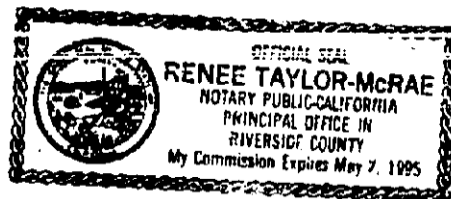
Attachments -- 12 pages

Personally appeared
Robert N. Miller
Kentley M. Lewis

Subscribed and sworn to before me this

21 day of *October* 19 *92*

Renee Taylor-McRae
Notary Public
in and for the county of Riverside
State of California



7
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17
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OCT-22/1992

- SUMMARY -

Article V. R-1 Zone S.C.D.

In compliance with changes in Federal Fair Housing Laws and with Section 18.7 of Ordinance No. 348 of Riverside County, future occupancy in Sun City Terrace Tracts 10583-2 and 17964 as described above, shall be only by Qualified Resident who is at least 55 years of age or older. Present residents legally residing under current age limits under the previous County Ordinance #348 relating to Senior Citizen Development, are excluded from the above requirements.

Sun City Terrace Homes
Exhibit "A"
Tract No. 10583-2

Votes by petition signed by the required seventy-five percent (75%) of Lot Owners, exercising the intent of said owners is attached. Exhibit "A" of Tract No. 10583-2 consists of twenty-eight (28) lots. Presley of Southern California is the successor to the Rights of Terra Industries, Inc. a California Corporation. The Declaration was recorded on January 18, 1981 as Instrument No. 5462, in the office of the Riverside County Recorder. Presley is the owner of Lots 8 to 28 inclusive and Lots 43 to 49 inclusive as shown on a Map Recorded on the 24th Day of July 1980, in Book 114, Pages 14 through 18 inclusive, of officials records of the County of Riverside, State of California. This tract consists of twenty-eight (28) homes with twenty-one (21) signatures on the petition.

Exhibit "B"
Tract No. 17964

Votes by petition signed by the required seventy-five percent (75%) of Lot Owners, exercising the intent of said owners is attached. Exhibit "B" of Tract No. 17964 consists of forty-nine (49) lots. Presley of Southern California is the owner as recorded in August 1985 on the Title Report and Subdivisions Map as Recorded in the Office of the Riverside County Recorder, Book 151, Pages 81 to 85. This tract consists of forty-nine (49) homes with forty-two (42) signatures on the petition.

- End of Summary -

5-22-22-1-11-05

OCT-22-1981

Signatures of EXHIBIT "A"

Page 1 of 4

EXHIBIT "A" - Tract No. 10583-2

In compliance with changes in Federal Fair Housing Laws and with Section 18.7 of Ordinance #348 of Riverside County, I/We as legal owners of real property in the above tract do hereby cast my/our vote to restrict future occupancy in the Tract only to qualified resident who is at least 55 years of age or older. Present residents legally residing under current age limits under the previous Ordinance #348, relating to Senior Citizen Development, are excluded from the above requirements.

(Legal owners, those whose names are listed on the Deed of Trust, the Property Tax Bill or other legal document, please sign by your Lot No. and insert the date.)

Lot No.	Print Name on Top Line/Sign Second Line	Date
15	Norma M. Koch Norma M. Koch	10-6-92
15	DAROLD E. KOCH Harold E. Koch	10-6-92
17	CRIST A. BOYER Christ A. Boyer	10-6-92
17	JO ANN BOYER Jo Ann Boyer	10-6-92
14	Albert E. Harker ALBERT E. HARKER	10-7-92
9	DOROTHY F. KNIGHT Dorothy F. Knight	10-7-92
9	C. Imogene Knight C. Imogene Knight	11-7-92

4000-1-179

OCT-22-1992

EXHIBIT "A" - Tract No. 10583-2

Lot No.	Print Name on Top Line/Sign Second Line	Date
44	Frances K. McInnis Frances K. McInnis	10-7-92
45	MILDRED HALLERMAN Mildred Hallerman	10-7-92
48	Vic A BONFIG Vic A. Bonfig	10-7-92
49	FRANCES HOFFMAN Frances Hoffman	10-7-92
28	FRAN PERAZYS Fran Perazys	10/7/92
27	DONALD R. LOOS Donald R. Loos	10/7/92
27	EVELYN L. LOOS Evelyn L. Loos	10/7/92
26	GORDON E. LAMB Gordon E. Lamb	10/7/92
26	GLORIA L. LAMB Gloria L. Lamb	10/7/92
22	OLA O. BARRETT Ola O. Barrett	10/7/92
18	JOSEPHINE ZAVISCH Josephine Zavisch	10/8/92

0-1-7-9

OCT-22 1992

Page 3 of 4

EXHIBIT "2" - Tract No. 10943-2

Lot No.	Print Name on Top Line/Sign Second Line	Date
18	CHARLES ZAVISCH Charles Zavisch	10/8/92
13	BEULAH C. BRASIER Beulah C. Brasier	10/8/92
13	CHARLES J. BRASIER Charles J. Brasier	10/8/92
11	Audrey R. Locklin Audrey R. Locklin	10/08/92
10	GRACE CLAY KING Grace Clay King	10/08/92
8	HELEN MUELLER Helen Mueller	10/8/92
21	Phyllis Hughes Phyllis Hughes	10/8/92
21	NORMAN HUGHES Norman Hughes	10-8-92
46	Kay BANAS Kay Banas	10-8-92
24	Charles F. (Holder) C. HOLDER 26822 Pinetree Way Sun City	10-16-92
24	DORIS M. HOLDER Doris M. Holder	10-16-92

4000-1-11-92

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[illegible]

Signatures of EXHIBIT "B"

Page 1 of 7

EXHIBIT "B" - Tract No. 17964

In compliance with changes in Federal Fair Housing Laws and with Section 18.7 of Ordinance #348 of Riverside County, I/We as legal owners of real property in the above tract do hereby cast my/our vote to restrict future occupancy in the Tract only to qualified resident who is at least 55 years of age or older. Present residents legally residing under current age limits under the previous Ordinance #348, relating to Senior Citizen Development, are excluded from the above requirements.

(Legal owners, those whose names are listed on the Deed of Trust, the Property Tax Bill or other legal document, please sign by your Lot No. and insert the date.)

Lot No.	Print Name on Top Line/Sign Second Line	Date
2	Robert NEWTON MILLER <i>Robert Newton Miller</i>	10/5/92
4	KATHLEEN MARIE LEWIS <i>Kathleen Marie Lewis</i>	10/5/92
45	YERLA Y WILLIAMS <i>Yerla Y Williams</i>	10/5/92
45	DONALD E WILLIAMS <i>Donald E Williams</i>	10/5/92
38	ELIZABETH SWEENEY <i>Elizabeth Sweeney</i>	10-5-92
38	William A. Sweeney <i>William A. Sweeney</i>	10-5-92
44	MILTON REISMAN <i>Milton Reisman</i>	10-5-92

400-17964

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EXHIBIT "B" - Tract No. 17564

Lot No.	Print Name on Top Line/Sign Second Line	Date
44	Betty Reisman <i>Betty Reisman</i>	10/5/92
43	<i>by Edward M. Eliff</i> MILDRED M. ELIFF	10/5/92
42	LAWRENCE D. MCGARRY <i>Lawrence D. McGarry</i>	10/5/92
42	VIVIAN F. MCGARRY <i>Vivian F. McGarry</i>	10-5-92
5	<i>W. J. Scholz</i> 24745 POTOMAC DR.	10-5-92
40	<i>Wendell W. Banks</i> <i>Wendell W. Banks</i>	10/5/92
7	<i>John B. Zachara</i> JOHN B. ZACHARA	10-5-92
7	<i>Claire Zachara</i> CLAIRE ZACHARA	10-5-92
6	<i>Harry R. Payne</i> HARRY R. PAYNE	10-5-92
8	<i>Lorraine M. Payne</i> LORRAINE M. PAYNE	10-5-92
11	<i>Robert Tracy</i> ROBERT TRACY	10-5-92

4-200-1-705

OCT-22/1992

EXHIBIT "B" - Tract No. 17954

Page 3 of 7

Lot No.	Print Name on Top Line/Sign Second Line	Date
11	Catherine Tracy Catherine Tracy	10-5-92
13	Marilyn CLARK Marilyn Clark	10-5-92
13	Daniel J. CLARK Daniel J. Clark M.D.	10-5-92
16	ARVIL KIRKHAM Arvil Kirkham	10-5-92
16	JULIA KIRKHAM Julia Kirkham	10-5-92
20	Calliope M. Golom Calliope M. Golom	10-5-92
21	JESS L. RAINY Jess Rainy	10-5-92
1	Anna Hegebarth ANNA Hegebarth	10-6-92
47	LENNIS A. ST JOHN Lennis A. St John	10-6-92
47	Anna Mae St. John Anna Mae St. John	10-6-92
48	L. DAUDELIN L. DAUDELIN	10-6-92

4-10-1-176

OCT-22 1992

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EXHIBIT "B" - Tract No. 17964

1000-1796

OCT-21-1992

Lot No.	Print Name on Top Line/Sign Second Line	Date
39	MURL L. BARUFF Murl L. Baruff	10-6-92
9	LILLIAN I. SCHMIDT Lillian I. Schmidt	10-6-92
12	RONALD E. ECHTBAUM RONALD E. ECHTBAUM	10-6-92
15	JAMES ABELAGA James Abelaga	10-6-92
15	FRANCES N. ARTIAGA Frances N. Artiga	10-6-92
17	ERWIN M. SEARS Erwin M. Sears	10-6-92
17 (17)	ERWIN M. SEARS Erwin M. Sears	10-6-92
22	JOE L. COX JOE L. COX	10-6-92
22	OPAL COX OPAL COX	10-6-92
23	HAROLD & SCHWAMB RUTH K. SCHWAMB	10-6-92
23	RUTH K. SCHWAMB Ruth K. Schwamb	10-6-92

EXHIBIT "B" - Tract No. 17964

Lot No.	Print Name on Top Line/Sign Second Line	Date
35	EDNA ELAINE BARKER Edna Elaine Barker	10-6-92
36	HOUSTON G. PERRY H. G. Perry	10/6/92
36	BARBARA PERRY B. Perry	10/6/92
37	CARL W. RITCHIE Carl W. Ritchie	10/6/92
37	LORETTA M. RITCHIE Loretta M. Ritchie	10/6/92
3	EUGENE B. HUNT Eugene B. Hunt	10/6/92
3	MARIAN E. HUNT Marian E. Hunt	10/6/92
46	MARY K. E. LARSEN Mary K. E. Larsen	10/6/92
24	KENNETH R. JENKINS Kenneth R. Jenkins	10/6/92
24	DARLENE JENKINS Darlene Jenkins	10/7/92
39	Lula Peggy Boruff Lula Peggy Boruff	10/7/92

400-1-139

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EXHIBIT "B" - Tract No. 17964

Lot No.	Print Name on Top Line/Sign Second Line	Date
25	MARTHA JOHNSON Martha M. Johnson	10/6/92
27	IRVING R. STEWART Irving R. Stewart	10/6/92
27	Doris H. Stewart DORIS H STEWART	10/6/92
28	Helen J. Bentwood Helen J. Bentwood	10/6/92
34	Kenneth G. Lee Kenneth G. Lee	10-6-92
30	Ruth A. Boland RUTH A. BOLAND	10/6/92
32	WILBURN SPRADLING Wilburn Spradling	10-6-92
32	WILBURN SPRADLING Wilburn Spradling	10-6-92
33	LELA J. SHEFFIELD LELA J. SHEFFIELD	10-6-92
33	MIRREL C. SHEFFIELD Mirrel C. Sheffield	10-6-92

100-17964

OCT-22 1992

OCT-22 1993

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

HAROLD H. PARKER
26863 POTOMAC DR.
SUN CITY, CA 92586-3107

DOC # 2006-0024142
01/11/2006 08:00A Fee:91.00
Page 1 of 29
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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SUN TERRACE SENIORS
TRACT'S 10583-2 AND 17964 CONSISTING OF 77 HOMES
SUN CITY, RIVERSIDE COUNTY, CALIFORNIA 92586

Title of Document

DECLARATIONS OF COVENANTS, CONDITIONS, ~~CONDITIONS~~
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR

SUN TERRACE SENIORS
TRACT'S 10583-2 AND 17964 CONSISTING OF 77 HOMES
SUN CITY, RIVERSIDE COUNTY, CALIFORNIA 92586

THIS AREA FOR
RECORDER'S
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

ACR 238P-AS4RE0 (Rev. 02/2003)

**IMPORTANT! To All Homeowners. These Documents (CC&R'S)
Are Intended To Remain With The House When Occupant Moves. They
Have No Value Other Than Within The Sun Terrace Seniors Tracts.**

**RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)**

_____))
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SPACE ABOVE FOR RECORDER

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS**

FOR

SUN TERRACE SENIORS

**TRACT'S 10583-2 and 17964 Consisting of 77 Homes
SUN CITY, RIVERSIDE COUNTY, CALIFORNIA CA 92586**

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
SUN TERRACE SENIORS**

This Declaration is made this 11th day of January, 2006,
By Sun Terrace Seniors, a non-common interest tract which shall be referred to
herein below as "Owners".

RECITALS

- A. Owners of certain real property located in the County of Riverside, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
- B. Owners have deemed it desirable to impose a general plan for the protection, maintenance, improvement, development, use, occupancy, and enjoyment of the Property described herein and to adopt, establish and revise the Covenants, Conditions and Restrictions governing the Property due to the discovery during the month of October, 2005 that two dissimilar Declarations of Covenants, Conditions and Restrictions were distributed by the original Declarants, Terra Industries and Presley Homes of Southern California during the time of the initial Lot sales in 1987 of the Properties described herein. These Properties recorded in the County of Riverside, January 31, 1981, Document No. 5462, At book 1981, and any and all subsequent Supplements thereto, including, but not limited to, the following: "Supplemental Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Sun City Terrace" (AKA Creekside Homes), October 9, 1986, Document No. 250530; and any and all Amendments thereto, including, but not limited to, the following: amendment dated October 22, 1992, Document No. 400139, titled, "Tracts 10583-2 and 17964 Adjustment of Qualified Residential Age of Sixty-two (62) to Fifty-five (55). As a result of the discovery of the dissimilar (second set) of Covenants, Conditions and Restrictions, it is the desire of the Owners of the Lots described herein to supersede all previous Declarations of Covenants, Conditions and Restrictions and Reservation of easements and supplements and amendments thereto, including but not limited to those recorded in the Official Records for Riverside County with those included herein.
- C. The Owners of homes who currently reside in Tract 10583-2 and Tract NO.17964 now desire to amend the existing Original Declaration to alter the name applied to their community and the unincorporated association of owners of properties therein, to "Sun Terrace Seniors" and having voted in each tract in excess of the required 75% approval and recorded in Exhibit "C" included herein.
- NOW, THEREFORE, the Owners hereby certifies and does hereby fix, the covenants, conditions and restrictions, easements, reservations and charges upon and subject to which all of the Property and each portion thereof shall be held, used, leased, sold and conveyed, and each and all of which is and are declared hereby to be for the benefit of all the Property and each portion thereof

and each present and each future Owner (as herein below defined) thereof. These Covenants, Conditions, Restrictions, Easements, Reservations and charges shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any portion thereof and shall inure to the benefit of and bind each owner thereof and their respective successors in interest, and are imposed upon the Property and each and every portion thereof as a servitude in favor of the Property and each and every portion thereof as the dominant tenement or tenements, all of follows to wit:

ARTICLE I

DEFINITIONS

Section 1.01. "Committee" shall mean the single architectural and landscaping committee formed pursuant to ARTICLE V hereof.

Section 1.02. "Close of Escrow" shall mean the date on which a deed conveying a lot is recorded in the Office of the County Recorder of the County of Riverside, State of California.

Section 1.03. "Declarant" shall mean the Property Owner of each Lot within the boundaries of the Sun Terrace Seniors tracts, #10583-2 and #17964, a non-common interest community and any person to which it shall have assigned its rights hereunder by an expressed written assignment.

Section 1.04. "Declaration" shall mean this instrument as it may be amended from time to time.

Section 1.05. "Dwelling Unit" shall mean a detached building located on a Lot and designed and intended for use and occupancy as a residence only by a single family.

Section 1.06 "Member" shall mean and refer to those persons entitled to reside in Sun City Terrace as defined in Section 2.01

Section 1.07. "Family" shall mean (1) a group of natural Persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group not all so related who maintain a common household in a Dwelling unit. (Also see: 2.01 Single Family Residence)

Section 1.08. "Improvement" shall mean all structures and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, walkways, bicycle trails, sprinkler pipes, garages. Carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning and water-softener fixtures or equipment.

Section 1.09. "Lot" shall mean any residential plot of land shown upon any recorded subdivision map or recorded parcel map of the Project.

Section 1.10. "Mortgage" shall mean any mortgage or deed of trust or other conveyance of a Lot to secure the performance of an obligation, which will be reconveyed upon the completion of such performance. The term "Deed of Trust" or "Trust Deed" when used herein shall be synonymous with the term "Mortgagor", and the term "Beneficiary" shall be synonymous with the term "Mortgagee".

Section 1.11. "Mortgagee" shall mean a Person to whom a mortgage is made and shall include the beneficiary of a Deed of Trust; "Mortgagor" shall mean a Person who mortgages his or its property to another (i.e., the maker of a mortgage), and shall include the Trustor of a Deed of Trust. The term "Trustor" shall be synonymous with the term "Mortgagee".

Section 1.12. "Owner" shall mean the Person or Persons, holding fee simple interest record to any Lot which is a part of the Project, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation. For purposes of Article II only, unless the context otherwise requires, "Owner" shall also include the family, guests, invitees, licensees and lessees of any Owner.

Section 1.13. "Person" shall mean a natural individual, a corporation or any other entity with the legal right to hold title to real property.

Section 1.14. "Project" shall mean that certain real property covered by and subject to this Declaration.

Section 1.15. "Record," "Recorded," or "Filed" shall mean, with respect to any document, the recordation of filing of such document in the office of the County Recorder of the County of Riverside, California.

Section 1.16. "Streets" shall mean the streets in the Project shown on the recorded subdivision map of the Project.

The foregoing definitions shall be applicable to this Declaration and also to any Declaration of Amendment, unless otherwise expressly provided, recorded pursuant to the provisions of this Declaration.

ARTICLE II

USE RESTRICTIONS

All real property within the Project shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemptions of Owners set forth herein:

Section 2.01. Minimum Age Requirements.

(a) There must be at least one (1) Person fifty-five years of age or older (age qualified) residing in each Dwelling Unit.

(b) Qualifying Resident as used herein, shall mean a natural Person who is fifty-five (55) years of age or older. Qualifying Resident shall also mean a "Qualifying Cohabitant" who shall be anyone or more of the following who have an ownership interest in, the Lot: (i) the husband or wife regardless of age, of a Qualifying Resident ; (ii) any natural Person, regardless of age, living with a Qualifying Resident as a husband or wife although not actually married; (iii) any natural Person, regardless of age, residing with and providing primary physical or economical support to a Qualifying Resident; or (iiii) any natural Person forty-five (45) years of age or older living with a Qualifying Resident.

Section 2.02. Single Family Residence. Each Lot shall have a Dwelling Unit constructed thereon which shall be used as a residence for a single Family and for no other purpose.

Section 2.03. Buildings. No Dwelling Unit shall be erected, altered, or placed on any Lot other than one detached Dwelling Unit designed to accommodate no more than a single Family and its servants and occasional guests, plus a garage and fencing and such other Improvements as are necessary or customarily incident to a single Family Dwelling Unit.

Section 2.04. Minimum Floor Area of Dwellings. That no Dwelling Unit having an interior ground floor area, exclusive of porches, patios, balconies, garage, and overhangs, of less than five hundred (500) square feet per story for two story Dwelling Units and one thousand (1000) square feet for single story Dwelling Units shall be erected on the Project, unless written approval of the Committee is first obtained. The Committee shall not give such approval unless particular circumstances relating to a particular Lot make the waiving of the normal square footage requirement absolutely necessary.

Section 2.05. Signs. No sign, poster, billboard, advertising devise or other display of any kind shall be displayed to the public view on any portion of the Project other than one (1) flag pole to display the American Flag without the prior written consent of the Committee, except one sign for each Dwelling Unit, of customary and reasonable dimensions, advertising the property for sale or rent. All signs or billboards and the conditions promulgated for the regulation thereof shall conform to the requirements of all applicable governmental ordinances.

Section 2.06. Nuisances. No Lot shall be used in such manner as to obstruct or interfere unreasonably with the residential uses of other Lots. No noxious or offensive activity (including, but not limited to, the repair of motor vehicles) shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to any other Owner. Without limiting the generality of the foregoing provisions, no loud noises or noxious odors, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), no noisy or smoky vehicles, power equipment or power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Project, shall be located, used, operated or placed on any portion of the Project, or exposed to view within the Project of other Owners without the prior written approval of the Committee. The Committee shall have the right to determine if any noise, odor, interference or activity producing the noise, odor or interference constitutes a nuisance.

Section 2.07. Antennae. Except for a single television antenna of standard design and dimensions for each Dwelling Unit, no exterior radio antenna, C.B. antenna, shall be erected or maintained on any portion of the Project.

Section 2.08. Animal and Insect Restriction. No livestock, reptiles, insects, poultry or other animals of any kind shall be raised, bred, or kept on any Lot, except domestic dogs, cats, fish, birds and other household pets may be kept on Lots, provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per Dwelling Unit, provided, however, that the Committee may determine reasonable number in any instance may be more or less. The Committee shall have the right to prohibit maintenance of any animal which in its opinion constitutes a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Project must be either kept within an enclosure or enclosed patio or on a leash being held by a Person capable of controlling the animal. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any damage or injury to any person or property caused by any animals brought or kept upon the Project by an Owner or by members of his family, his tenants or his guests.

Section 2.09. Vehicles and Garages. No Owner shall park, store or keep anywhere within the Project any commercial type vehicle (dump-truck, cement-mixer truck, oil or gas truck or delivery truck or any truck which exceeds one ton (1 ton), any recreational vehicle (camper unit, house car, motor home), bus trailer, trailer coach, camp trailer, boat, aircraft, mobile home or inoperable vehicle, of any kind unless obscured from view by a fence or other appropriate screening device. With the exception of normal washing and polishing, no Owner shall conduct repairs or restoration of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Project unless such repairs or restoration is obscured from view by a fence or other appropriate screening device. Garage doors shall remain closed except for reasonable periods while the garages are being used. Garages shall be used for garage purposes only and shall not be converted to other uses. Vehicles owned, operated or within the control of any

Owner shall be parked in the garage of such Owner to the extent of the space available therein, and each Owner shall insure that his garage is maintained so as to be capable of accommodating at least one (1) full-sized automobile. No trailer, camper, motor home, boat or recreational vehicle shall be used as a residence in the Project, either temporarily or permanently. Notwithstanding the foregoing, these restrictions shall not be interpreted in such a manner so as to permit any activity which would be contrary to any local governmental ordinances.

Section 2.10. Business or Commercial Activity. No part of the Project shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, and except professional and administrative occupations without external evidence thereof, for so long as such occupations are in conformance with local governmental ordinances and are merely incidental to the use of the Dwelling Unit as a single Family residential home. Each Owner may rent or lease the Dwelling Unit on the Lot, by means of a written lease or rental agreement subject to the provisions of Sections 2.14 hereof.

Section 2.11. Trash. No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Lot, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise there from so as to render the Project, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Trash containers shall be exposed to the view of neighboring Lots only when set out for a reasonable period of time. There shall be no exterior fires whatsoever except barbeque fires contained within receptacles therefore and fire pits in the enclosed yards designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried or aired in such a way in the Project as to be hung, dried or aired in such a way in the Project as to be visible to other Lots in the Project, and no lumber, grass, shrub, or tree clippings or plant waste, metals bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Project except within an enclosed structure or appropriately screened from view.

Section 2.12. No Hazardous Activities. No activities shall be conducted on any portion of the Project, and no Improvements shall be constructed on any Lot which are or might be unsafe or hazardous to any Person or property.

Section 2.13. No mining or Drilling. No portion of the Project shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 2.14. Further Subdivision. No Owner shall further subdivide or partition his Lot; provided, however, that this provision shall not be construed to limit the right of an Owner (1) to rent or lease all of his Lot by means of a written lease or rental agreement subject to the restrictions of this Declaration, so long as the Lot is not leased for transient or hotel purposes; (2) to sell his Lot; or (3) to transfer or sell his Lot to more than one Person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property. The

terms of any such rental or lease agreement shall provide that such agreement is subject in respect to the provisions of this Declaration, and any failure by the lessee of such Lot to comply with the terms of this Declaration shall constitute a default under the lease.

Section 2.15. Water and Sewer Systems. No individual water supply system, water softener system or sewage disposal system shall be permitted on any Lot unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water district and any applicable governmental health authority having jurisdiction.

Section 2.16. Drainage. There shall be no interference with or obstruction of the established surface drainage pattern over any Lot within the Project, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Committee, and the established drainage pattern must at all times comply with all applicable local governmental ordinances, or that which is shown on any plans approved by the Committee or the applicable governmental agency or entity having jurisdiction. Each Owner shall maintain, repair and replace and keep free from debris or obstructions the drainage system and devices, if any located on his Lot.

ARTICLE III

EASEMENTS AND ENCROACHMENTS

Section 3.01. Utility Easements. Each Owner agrees that his Lot is granted subject to easements for utility installations and maintenance. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any recorded map of the Project. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities. The utility easement areas of each Lot and Improvements located within any such easement areas shall be maintained continuously by the Owner of such Lot, except for those Improvements for which a public authority or utility company is responsible.

Section 3.02. Access to Slopes and Drainage ways. Each Owner shall permit free access by Owners of other Lots to slopes or drainage ways, if any, located on his Lot, which slopes or drainage ways effect said other Lots, when such access is essential for the maintenance of permanent stabilization on such slopes or for the maintenance of said drainage ways for the protection or use of said other Lots.

Section 3.03. Slope Maintenance. The slope areas, if any, of each Lot and all Improvements in them shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible.

Section 3.04. Sight Lines. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be placed or permitted to remain on any corner Lot within the triangular area

formed by the Street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the Street lines, or in the case of a rounded property corner from the intersection of the street property lines extended as if the Streets intersected. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a Street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of the sight-lines. Nothing contained herein shall be construed in derogation of any local ordinances pertaining to such matters.

ARTICLE IV

LANDSCAPE, IRRIGATION AND MAINTENANCE

Section 4.01. All Owners shall maintain the landscaping of his Lot in a neat and attractive condition in accordance pursuant to Article V of this Declaration. Said plan shall provide for landscaping sufficient to prevent drainage or flow of water from said Owner's Lot onto any adjacent Lot. All vegetation on the Lots shall be irrigated and fertilized regularly. Each Owner of a Lot shall cut, prune, irrigate and maintain regularly the landscaping thereon. In the event of a failure of an Owner to comply with any of the foregoing requirements (which failure shall be regarded as a nuisance), the Committee or its duly authorized appointees or agents shall so notify the Owner in writing and direct such Owner to do whatever work is necessary to secure compliance with this Section. If within thirty (30) days after such receipt of said written notice, the Owners Lot still does not conform to the requirements of this Section, the Committee or its duly authorized appointees or agents shall have the right either to seek any remedies at law or in equity which it may have or to enter upon the offending Lot and remove weeds, rubbish or other materials and do all things necessary to place such lot in compliance with this Section, including the installation, irrigation and fertilization of vegetation and other landscaping. The Committee shall have the right to order such work to be accomplished by any third party at any time after sending notice to such Owner. The Committee shall have the right to commence an action at law against any Owner to recover the cost of such work. Interest shall accrue on such delinquent amounts at the rate of ten percent (10%) per annum from and after expiration of such thirty (30) day period, and judgment in favor of the Committee shall include all costs of suit and reasonable attorney's fees.

Section 4.02. EXTERIOR MAINTENANCE AND REPAIR; OWNER'S OBLIGATIONS. No Improvement anywhere within the Project shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Committee upon fifteen (15) days prior written notice to the Owner of such property shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Committee for the cost thereof. Such cost shall be recoverable by the Committee in the same manner as set forth in Section 4.01 of this Article. The Owner of the offending Lot shall be personally liable, and his Lot may be subject to a mechanic's lien, for all costs and expenses incurred by the Committee in taking such corrective action, plus costs incurred in collecting the amounts due. Each Owner shall pay all

amounts due for such work within ten (10) days after receipt of written demand therefore.

ARTICLE V

ARCHITECTUAL AND LANDSCAPING COMMITTEE

Section 5.01. Members of Committee. The Architectural and Landscape Committee, sometimes referred to in this Declaration as the "Committee", shall consist of at least three (3) members. The members shall be those individuals identified at Exhibit "B" attached hereto and by this reference incorporated herein. The business address of the Committee shall be the location specified on such Exhibit "B" attached hereto.

Section 5.02. Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee from time to time, by resolution unanimously adopted in writing, designate a Committee Representative(s) (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 5.08 hereof. In the absence of such designation, the vote or the written consent of a majority of the Committee taken without a meeting, shall constitute an act of the Committee.

Section 5.03. Review of Proposed Construction. No building, fence, wall, patio cover or other Improvement shall be constructed, erected, painted, repaired or maintained upon the Project, nor shall any exterior addition thereto or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and color and location in relation to surrounding structures and topography by the Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration or addition contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Project as a whole and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue standards or guidelines setting forth procedures for the submission of plans for approval, requiring a reasonable fee payable to the Committee for any costs involved to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Committee may provide that the amount of such fee shall be uniform, or that it be determined in any other reasonable manner, such as the reasonable cost of the construction, alteration or addition contemplated. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the Committee may postpone any review of any plans submitted for approval. Each Owner shall obtain a written receipt for any plans and specifications submitted to the Committee for approval. Decisions of the committee to the

applicant at the address set forth in the application for approval, within thirty (30) days after receipt by the Committee of all materials required by the Committee. Any application submitted pursuant to this Section 5.03 shall be deemed approved, unless written disapproval or a request for additional information or materials by the Committee shall have been transmitted to the applicant within thirty (30) days after the date of receipt by the Committee of such application or additional information.

Section 5.04. No Waiver of Future Approvals. The approval of the Committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

Section 5.05. Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses actually incurred by them in the performance of their duties thereunder.

Section 5.06. Correction of Defects. Inspection of work and correction of defects therein shall proceed as follows:

- (a) The Committee or its duly appointed authorized representative may at any time inspect any Improvement for which approval of plans is required under this Article V; provided, however, that the Committee's right of inspection of Improvements for which plans have been submitted and approved shall terminate sixty (60) days after such work of Improvement shall have been completed and the respective Owner shall have given written notice to the Committee of such completion. The Committees rights of inspection shall not terminate pursuant to this paragraph in the event that plans for the work of Improvement have not previously been submitted to and approved by the Committee. If, as a result of such inspection, the Committee finds that such Improvement was done without obtaining approval of the plans therefore or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing of failure to comply with this Article V within sixty (60) days from the inspection, specifying the particulars of non-compliance. The Committee shall have the authority to require the Owner to take such action as may be necessary to remedy the non-compliance.
- (b) If upon the expiration of sixty (60) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Committee shall determine the estimated cost of correcting or removing the same, and the Committee, at its option, may record a notice of non-compliance and may peacefully remedy the non-compliance and the Owner shall reimburse the Committee upon demand, for all expenses incurred in connection therewith. If expenses are not promptly repaid by the Owner to the Committee, then the Committee shall have all rights at law or in equity

to collect such expenses, in accordance with the provisions of Section 4.01 of this Declaration.

- (c) If for any reason the Committee fails to notify the Owner of any non-compliance with previously submitted and approved plans within sixty (60) days after completion of Improvement, the Improvement is deemed to be approved by the Committee.

Section 5.07. Non-Liability of Committee Members. The Committee nor any members thereof, nor their duly authorized representatives shall be liable to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee. The Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, on the basis of satisfaction of the Committee with the grading plan, location of the Improvements on the Lot, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of proposed Improvements to views from adjoining Lots, the materials used therein, the kinds, pitch or type of roof proposed to be placed thereon, the planting, landscaping, size, height or location of vegetation on a Lot, or on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Project generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 5.08. Variance. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including without limitation restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as *topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by at least a majority of the members of the Committee and shall become effective upon Recordation. If such variances are granted, no violations of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owners obligation to comply with all governmental laws and regulations affecting the use of his Lot, including but not limited to zoning ordinances, sight line requirements and Lot setback lines or requirements imposed by any governmental authority.

- "Topography": The accurate and detailed description of a place.

ARTICLE VI

TERMINATION, AMENDMENT AND SEVERABILITY

Section 6.01. Termination and Amendment. All the covenants, conditions, and restrictions contained in this Declaration shall run with the Project and shall be binding on, and enforceable by, all Owners for a period of time extending until December 31, 2020, and thereafter said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years, unless, by a written instrument signed by the Owners of seventy-five percent (75%) of the Lots at any time and Recorded, the Owners determine to revoke or change in whole or in part this Declaration, subject to the provisions of Article VI of this Declaration. Each residence shall be entitled to one (1) whole vote and fractional votes will not be allowed.

Section 6.02. Severability. Invalidation of any one of the easements, covenants, conditions or restrictions of this Declaration, which provisions shall remain in full force and effect.

ARTICLE VII

Miscellaneous

Section 7.01. Scope Of Enforcement. The limitations, covenants, conditions and restrictions set forth in this Declaration constitute a general scheme for maintenance, protection and enhancement of the value of the Lots within the Project, and to the benefit of all Owners. Said limitations, covenants, conditions and restrictions are and shall be covenants running with the land or equitable servitudes, as the case may be.

Section 7.02. Each Remedy. Each remedy provided for in this Declaration shall be cumulative and not exclusive. The Committee or any Owner shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, restrictions, reservations, and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto.

Section 7.03. Violations A Nuisance. The result or condition caused by any violation of any of the provisions of this Declaration is and shall be a nuisance, and every remedy in law or equity now or hereafter available against a public or private nuisance may be exercised by any person affected thereby.

Section 7.04. Notice of Breach. Any of the foregoing to the contrary notwithstanding, no action to enforce this Declaration shall be instituted unless and until a written notice of such breach setting forth the facts of such breach has been delivered by certified mail to the Owner of such Lot.

Section 7.05. Litigation Entitlement. In the event the Committee or any Owner(s), should commence litigation to enforce any of the provisions of this Declaration, that party, if he should prevail, shall be entitled to have judgment against and recover from any defendant in such litigation such attorney's fees (other than nominal) and costs as the court may adjudge reasonable and proper.

Section 7.06. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Project does and shall be conclusively deemed to have consented and agreed to the reasonableness and binding effect of every limitation,

restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Project, or any portion thereof.

Section 7.07. Insurance Obligations of Owners. Each Owner shall be solely responsible for insuring all of his structural portions of such Dwelling Unit or Units, against loss or damage by fire or other casualty. Each Owner shall also be solely responsible for obtaining adequate comprehensive public liability insurance, including medical payments and malicious mischief, insuring against liability for bodily injury, death and property damage arising from his activities on his Lot or Lots.

ARTICLE VIII

ANNEXATION of PROPERTY

Section 8.01. Annexation Property. The real property described on Exhibit "C" (hereinafter) in this Article referred to as the "Annexation Property" and/or any other real property may be annexed to and become subject to this Declaration by any of the methods set forth hereafter in this Article, as follows:

Section 8.02. Development of Property. Declarant (Owners) reserves the right to subject or cause to be subjected all or any portion of the Annexation Property to the plan of this Declaration or one or more separate declarations of covenants, conditions and restrictions which subjects the Annexation Property to the jurisdiction and powers to a homeowners association or other entity with powers and obligations similar to the Committee and which is not subject to the provisions of this Declaration.

Section 8.03. Supplementary Declarations. A Supplementary Declaration shall be a writing in recordable form which annexes real property to the plan of this Declaration and which incorporates by reference all of the covenants, conditions, restrictions, easements and other provisions of this Declaration and shall contain such other provisions of this Declaration relating to Supplementary Declarations. Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration, or any merger or consolidation, revoke, modify or add to the covenants established by this Declaration with respect to the existing property.

Section 8.04. Annexation. All or any part of the Annexation Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Committee without the approval or assent of the Owners provided that a Supplementary Declaration covering the portion of the Annexation Property to be annexed shall be executed and recorded by the Committee and, if applicable, the fee owner of such property; provided, however, no Supplementary Declaration shall be so executed and recorded pursuant to this Section more than three (3) years after the issuance of the most recently issued Final Subdivision Public Report for a phase of development of this project. The recordation of said

Supplementary Declaration shall constitute and effectuate the annexation of such property subject to this Declaration and subject to the functions, powers and jurisdiction of the Committee, and thereafter such annexed property shall be part of the Property.

The Committee has executed this Declaration as of this 11th day of JANUARY, 2006

By Muriel Leslie Bonuff
It's Committee Chairperson

By Constance Joy Brown
It's Sun Terrace Seniors Treasurer

By Robert Tracy
It's CC&R Committee Member

By Harold H. Parker
It's CC&R Committee Member

On this day 11th January, 2006
Patricia L. Phillips

before me, the undersigned, A Notary Public in and for said State, of California
personally appeared Muriel Leslie Bonuff known to me to be the

Chairperson and Constance Joy Brown known to be the Treasurer and
Robert Tracy and Harold H. Parker members of the
CC&R Committee that executed the within instrument on behalf of the
persons living in the Sun Terrace Senior 55+ Tracts.

see attachments

California
Civil Code 1189

(a) Any certificate of acknowledgment taken within this state shall be in the following form:

State of California

County of Riverside

On 1-11-06 before me, Patricia L. Phillips @ notary public personally
Muriel Leslie Bruff, Constance Jay Brown (here insert name and title of the officer)
appeared Robert Gary and Harold H. Parker personally known to me
(or 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 acknowledge to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Patricia L. Phillips (Seal)



CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of Riverside } ss.

- ☐ See Attached Document (Notary to cross out lines 1-5 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

Constance Joy Brown
Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me on this

11th day of January, 2006, by

(1) Constance Joy Brown
San Ferris Senior Treasurer

- ☐ Personally known to me
☒ Proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)
(and

(2) _____
Name of Signer

- ☐ Personally known to me
☐ Proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Patricia R. Phillips Notary Public
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

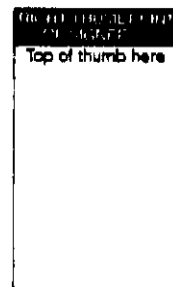
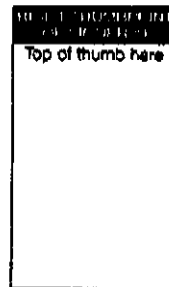
Though the information below is not required by law, it may prove
valuable to persons relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Declaration of Covenant

Document Date: 1-11-06 Number of Pages: 25

Signer(s) Other Than Named Above: Mark Leslie Boruff
Robert Thady, Harold Hollis Parker



CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of California } ss.

- ☐ See Attached Document (Notary to cross out lines 1-5 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

Robert Tracy
Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me on this

11th day of January, 2006, by
Date Month Year

(1) Robert Tracy
Name of Signer

CCR Committee member

- ☐ Personally known to me
☒ Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)
(and

(2) _____
Name of Signer

- ☐ Personally known to me
☐ Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Patricia L. Phillips @notarypublic
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

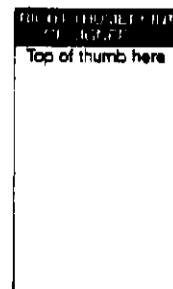
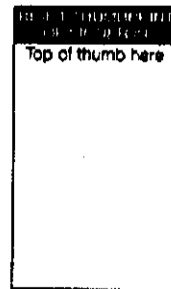
Further Description of Any Attached Document

Title or Type of Document: Declaration of Covenants

Document Date: 1-11-06 Number of Pages: 25

Signer(s) Other Than Named Above: Harold Willis Parker
Constance Joy Brown, Trustee

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CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of California } ss.

- ☐ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Muriel L. Boruff
Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me on this

11th day of January, 2006, by

(1) Muriel L. Boruff
Committee Chairman

- ☐ Personally known to me
☒ Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)
(and

(2) _____
Name of Signer

- ☐ Personally known to me
☐ Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Patricia L. Phillips
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

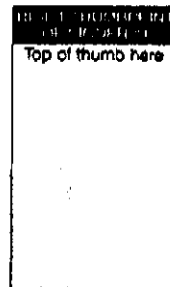
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Declaration of Consent

Document Date: 1-11-06 Number of Pages: 25

Signer(s) Other Than Named Above: Constance Jay Brown
Robert Thayer, Warren Heller, Parker



CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of _____

ss.

- ☐ See Attached Document (Notary to cross out lines 1-5 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

Narciso N. Parker
Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me on this

11th day of January, 2006, by

(1) *Narciso N. Parker*
cc+r committee member

- ☐ Personally known to me
☒ Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)
(and

(2) _____
Name of Signer

- ☐ Personally known to me
☐ Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Patricia L. Phillips Notary Public
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Further Description of Any Attached Document

Title or Type of Document: *Declaration of Condominium*

Document Date: *1-11-06* Number of Pages: *25*

Signer(s) Other Than Named Above: *Must Leslie Bosuff*
Robert Tracy, Constance Joy Brown

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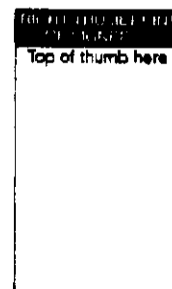
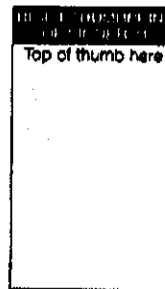
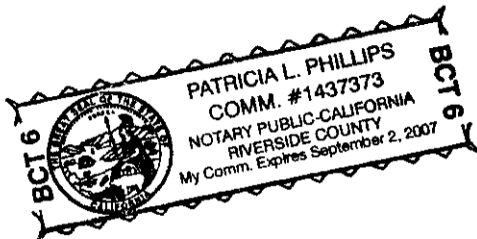


EXHIBIT "A"

PROPERTIES AFFECTED BY THIS DECLARATION FOR SUN TERRACE SENIORS

The properties to which this Declaration applies are:

- 1) Tract 10583-2, Lots 8 through 28 inclusive and lots 43 through 49 inclusive as illustrated on Map #1 contained in Exhibit "B"**
- 2) Tract 17964, Lots 1 through 49 inclusive as illustrated on Map #2 Contained in Exhibit "B"**

EXHIBIT "C:

Covenants, Conditions and Restrictions Committee How it was formed and why it was established

During the month of October 2005 it was accidentally discovered that two dissimilar sets of Declarations of Covenants, Conditions and Restrictions (CC&R's) were issued to the Lot Owners residing in Sun City Terrace, one each by the two former Declarants, Terra Industries and Presley of Southern California. Terra Industries was the original Declarant of all the property which was to become 77 Lots consisting of two (2) Tracts, #10583-2 and #17964. Sometime during the construction phase of Tract I (10583-2), Terra Industries sold all interest in the remaining property to Presley of Southern California and Presley constructed the second Tract #17964. Each Declarant provided a set of Covenants, Conditions and Restrictions, written by their own lawyers to each new Lot Owner at the time of purchase, thus the dissimilar CC&R's.

The current (December 2005) Lot Owners determined that both Tracts should be protected under the same umbrella of one set of CC&R's. On October 1, 2005 at an open meeting for all residents in the Sun City Terrace the President and Secretary resigned leaving the offices vacant. In late November 2005, a newsletter, "Skipper Sez" was hand carried and delivered to each Lot in the Sun City Terrace stating the problem and requesting each Lot Owner (77) with interest to join the CC&R Committee, attend the meeting(s) to review, revise if necessary and approve the purposed CC&R's. Seven Lot Owners responded and were seated with equal voting powers. The new Declaration (herein) was adopted and approved by each member of the Committee.

The Committee members are:

Murl Boruff Chairman
Ellie Spaulding
Vernon Spaulding
Russell Ellis
Robert Tracy
Josette Penn
H.H. "Skip" Parker (non voting)

The following are the results of the Owners vote:

	TRACT I 10583-2	TRACT II 17964	TOTAL YES VOTES
Yes Votes	25	39	64
No Votes	0	1	1
Refused to sign (Recorded as "NO")	2	6	8
House empty (Recorded as "NO")	1	1	2
Resident unavailable (" as "NO")	0	2	2
Total recorded votes	28	49	77

PERCENTAGE (%) YES VOTES Tract #10583-2 89%
 PERCENTAGE (%) YES VOTES Tract #17964 80%
 COMBINED PERCENTAGE 77 HOMES 83% (75% required)

**CC&R's Resident Signature Form
TRACT 10583-2**

ADDRESS	RESIDENT SIGNATURE "YES" VOTE	"NO" VOTE
	Initial One (1) Only	
26774 Pinckney Way	<u>X Helen Lutz x HLL</u>	
26786 Pinckney Way	<u>X Phyllis Hughes x PH</u>	
26798 Pinckney Way	<u>X [Signature] CH</u>	
26810 Pinckney Way	<u>X [Signature]</u>	
26822 Pinckney Way	<u>X [Signature] x SW</u>	
26834 Pinckney Way	<u>X MAGIA ESCARENO x ME</u>	
26846 Pinckney Way	<u>X Penny D. Waldo P.W.</u>	
26858 Pinckney Way	<u>X Norma Lamack x NTL</u>	
26872 Pinckney Way	<u>X Evelyn L. Loos E.L.L.</u>	
26873 Pinckney Way	<u>CHARLOTT FERGUSON</u>	<u>NO REFUSED TO SIGN</u>
26861 Pinckney Way	<u>X Francis Hoffman F.M.H.</u>	
26803 Pinckney Way	<u>X Anton Eastwood x AE</u>	
26777 Pinckney Way	<u>X Mary Lewis x ML</u>	
26888 Potomac Dr	<u>X Patsy Clark x PC</u>	
26900 Potomac Dr	<u>AGUSTO DUQUE</u>	<u>NO HOUSE EMPTY REFUSED TO SIGN</u>
26889 Potomac Dr	<u>X Grace L. Kall G.L.K.</u>	
26875 Potomac Dr	<u>X Helen Mueller H.M.</u>	
26863 Potomac Dr	<u>AGUSTO DUQUE</u>	<u>NO REFUSED TO SIGN</u>
26851 Potomac Dr	<u>X [Signature] MD</u>	
26835 Potomac Dr	<u>X Audrey Foulkes x A.F.</u>	
26821 Potomac Dr	<u>X Tom Sheen T.S.</u>	
26805 Potomac Dr	<u>X [Signature] x B.C.B.</u>	
29848 Desert Hills Rd	<u>X [Signature] B+S</u>	
29836 Desert Hills Rd	<u>X [Signature] JK</u>	
29822 Desert Hills Rd	<u>X [Signature] J.Z.</u>	
29808 Desert Hills Rd	<u>X [Signature] J.T.</u>	
29794 Desert Hills Rd	<u>X Linda Hatch x LH</u>	
26791 Potomac Dr	<u>X [Signature] N.H.</u>	
Pinckney	<u>X [Signature] x [Signature]</u>	

TRACT 17964

Address	Signature	YES VOTE	NO VOTE	Notes
29815 Desert Hills Rd	<i>Greg J. Lymelsh</i>	X		
29825 Desert Hills Rd	<i>Robt M. Flores</i>		No	REFUSED TO SIGN
29835 Desert Hills Rd	<i>Ann St John</i>	yes		
29849 Desert Hills Rd	<i>Lang Hall</i>	yes		
26793 Potomac Dr	<i>X in request</i>	X A.H.		
26781 Potomac Dr	<i>Mary L. Blane</i>	X M.L.B.		
26769 Potomac Dr	<i>X Eugene Hunt</i>	X E.B.H.		
26757 Potomac Dr	<i>X Kathleen Lewis</i>	X K.M.L.		
26745 Potomac Dr	<i>Joe E Hill</i>	X J.E.H.		
26733 Potomac Dr	<i>Nancy Borgessen</i>	N.B.		
26721 Potomac Dr	<i>X N. F. ...</i>	X N.A.		
26709 Potomac Dr	<i>X Lorraine M. Payne</i>	X L.M.P.		
26697 Potomac Dr	<i>LILLIAN SCHMIDT</i>		No	REFUSED TO SIGN
26685 Potomac Dr	<i>X Margaret J. ...</i>	X S.J.		
26673 Potomac Dr	<i>Paul L. ...</i>	X P.L.		
26661 Potomac Dr	<i>PAT RICHARDS</i>		No	REFUSED TO SIGN
26649 Potomac Dr	<i>MARILYN CLARK</i>		No	REFUSED TO SIGN
26701 Braddock Rd	<i>Turn B. ...</i>			
26691 Braddock Rd	<i>Daniel E. ...</i>			
26681 Braddock Rd	<i>JANE BEASLEY</i>		No	UNABLE TO CONTACT
26671 Braddock Rd	<i>X William Hines</i>	X W.H.		
26661 Braddock Rd	<i>KENNETH NORQUIST</i>		No	REFUSED TO SIGN
26630 Braddock Rd	<i>X ...</i>			
26640 Braddock Rd	<i>X ...</i>			
26650 Braddock Rd	<i>JESS RANNEY</i>		No	LIVING IN ASSISTED LIVING RESIDENCE
26660 Braddock Rd	<i>X Opal ...</i>	O.P.		
26670 Braddock Rd	<i>X ...</i>			
26680 Braddock Rd	<i>X ...</i>			
26690 Braddock Rd	<i>X ...</i>			

	YES VOTE	NO VOTE
26664 Potomac Dr <i>Amelia A. Barnes</i> x <i>AB</i>		
26676 Potomac Dr <i>Robert M. Michael</i> x <i>RM</i>		
26686 Potomac Dr <i>St. Paul</i>		<i>x J. E. L.</i>
29345 Champion Crt <i>Debbie J. Dare</i> x <i>D.J.D.</i>		
29333 Champion Crt		<i>NO</i> <i>HOUSE UNOCCUPIED</i>
29321 Champion Crt <i>Adrienne Janis</i> x <i>aj</i>		
29305 Champion Crt <i>Rola Spradling</i> x <i>L.S.</i>		
29312 Champion Crt <i>George N. McRae</i> x <i>G.N.M.</i>		
29324 Champion Crt <i>Kay Marshall</i> x <i>KM</i>		
29336 Champion Crt <i>Augustine F. Grise</i> x <i>AG</i>		
29348 Champion Crt <i>Robert Tracy</i> <i>R.T.</i>		
29360 Champion Crt <i>Constance J. Brown</i> x <i>CJB</i>		
29361 Crown Point <i>Kathleen M. Cole</i> x <i>KMC</i>		
29347 Crown Point <i>Margaret Bonuff</i> <i>M.B.</i>		
29337 Crown Point <i>Joe Piper</i> <i>J.P.</i>		
29325 Crown Point <i>Patricia Dastill</i> x <i>P.D.</i>		
29326 Crown Point <i>Bill Hines</i>		<i>NO</i> <i>REFUSED TO SIGN</i>
29338 Crown Point <i>Debbie Jackson</i> x <i>D.J.</i>		
29350 Crown Point <i>Shirley Peterson</i> x <i>S.P.</i>		
29362 Crown Point <i>Verla J. Williams</i> x <i>VJW</i>		
TOTAL VOTES	YES: <i>64</i>	NO: <i>13</i>