

**“If this document contains any restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”**

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WHEN RECORDED MAIL TO:  
John D. Ingersoll  
626 Fresca  
Solana Beach, California 92075

THIRD AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

RECEIVED FOR RECORD  
AT 11:00 O'CLOCK A.M.

At Request of

JUL 13 1983

Book 1983, Page 139815

JUL 13 1983

Recorded in Official Records  
of Riverside County, California

*William J. Ingersoll*  
Recorder

FEES \$

THIS THIRD AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 25<sup>th</sup> day of June, 1983 by the SANDIA RANCHOS PROPERTY OWNERS ASSOCIATION in accordance with the procedures and requirements of the Second Amended Declaration of Covenants, Conditions and Restrictions recorded February 18, 1982, as Instrument Number 28443, Official Records of Riverside County, California, and the By-Laws of the SANDIA RANCHOS PROPERTY OWNERS ASSOCIATION.

This Third Amended Declaration of Covenants, Conditions and Restrictions supersedes the above referenced Second Amended Declaration of Covenants, Conditions and Restrictions.

RECITALS

A. 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 Company, a Nevada corporation; and Aetna Life Insurance Company, a Connecticut corporation, referred to as "Declarant" in an Amended Declaration of Covenants, Conditions and Restrictions recorded August 25, 1975 as Instrument Number 105768 was the owner of the real property in the

County of Riverside, State of California, more particularly described as follows, hereinafter referred to as the "Property":

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Parcels 1 through 9, inclusive, 27, 28, 30 through 33, inclusive and 35 through 38, inclusive of Parcel Map 4589 in the County of Riverside, State of California, as per Map filed in Book 12, Pages 75 through 94, inclusive, of Parcel Maps, in the Office of the County Recorder of said County.

Parcels 1 through 7, inclusive and 9 through 13, inclusive of Parcel Map 6404 in the County of Riverside, State of California, as per Map filed in Book 17, Pages 66 through 68, inclusive, of Parcel Maps, in the Office of the County Recorder of said County.

Parcels 1 through 7, inclusive, 14 through 20, inclusive, and 31 through 42, inclusive, of Parcel Map 6451 in the County of Riverside, State of California, as per Map filed in Book 18, Pages 30 through 34, inclusive, the Parcel Maps, in the Office of the County Recorder of said County.

B. The Property was subject to the Declaration of Covenants, Conditions and Restrictions recorded July 25, 1975, as Instrument Number 89694, and the Amendment thereto recorded July 30, 1975, as Instrument Number 92026, Official Records of Riverside County, California, by the terms of said Declaration and by the Notice of Annexation of Territory recorded July 25, 1975 as Instrument Number 89981, Official Records of Riverside County, California. Said Declaration and Amendment were terminated by the amended Declaration of Covenants, Conditions and Restrictions recorded August 28, 1975 as Instrument Number 105768 which was itself terminated by the aforementioned Second Amended Declaration of Covenants, Conditions and Restrictions. Said Second Amended Declaration is itself now hereby terminated and the Property shall

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hereinafter be governed by this Third Amended Declaration of Covenants, Conditions, and Restrictions.

C. All other property owned by the former Declarant including adjacent property was especially excluded from the previously referenced Amended Declaration of Covenants, Conditions and Restrictions.

D. The former Declarant deemed it desirable to impose a general plan for the improvement and development of said property described herein and the adoption and establishment of covenants, conditions and restrictions upon said real property and each and every parcel and portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of said property.

E. The former Declarant deemed it desirable for the efficient preservation of the value, desirability and attractiveness of said property, pursuant to the provisions of the previously referenced Amended Declaration, to create a corporation to which should be delegated and assigned and was delegated and assigned the powers of maintaining and administering the common area and administering and enforcing the previously referenced Amended Declaration of Covenants, Conditions and Restrictions and all subsequently amended covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to.

F. Sandia Ranchos Property Owners Association, a non-profit corporation, was incorporated under the laws of the State of California, for the purpose of exercising the powers and functions aforesaid. The Association should have had its first annual meeting within six months

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after the closing of the sale escrow of the first parcel.

G. The former Declarant did and will convey title to all of said parcels in said property subject to certain protective covenants, conditions and restrictions hereinafter set forth.

H. Now, therefore, the former Declarant did covenant, agree and declare that all of said parcels and property described herein shall be held, sold and conveyed subject to the previously referenced Amended Declaration of Covenants, Conditions and Restrictions including all properly subsequent amendments to said Declaration, and easements which were declared to be for the benefit of the whole parcel map and all of the property described herein and the owners thereof, their successors and assigns. These covenants, conditions, restrictions and easements shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof.

I. The purpose of these restrictions is to insure proper use and development of the Property, to protect the owner of each parcel against improper use and development of surrounding parcels as will depreciate the value of his parcel or interfere with his beneficial use and enjoyment of his parcel, to secure and maintain proper setbacks from streets, to prevent haphazard and unsightly improvements, and in general, to provide adequately for planned use and development of the Property in accordance with the terms hereof.

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ARTICLE I

DEFINITIONS

1.01 "Association" shall refer and mean Sandia Ranchos Property Owners Association, its successors and assigns.

1.02 "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.03 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.04 "Improvements" shall mean and including grading, buildings, barns, silos, cages, houses, outbuildings, sheds, parking areas, fences, walls, poles, signs, streets, alleys, ditches, culverts, bridges and any other structures of any type or kind.

1.05 "Parcel" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties. Within the context of this document the words "Parcel" and "Lot" are synonymous and used interchangeably.

ARTICLE II

PROPERTY RIGHTS

2.01 Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to suspend the voting



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rights and the right to use any recreational facilities and any common area by an Owner or his guests as provided in the By-Laws.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

(c) The right of the Association to maintain the common easements and to enter upon any Parcel owned by an Owner where necessary in connection with construction, maintenance or repair for the benefit of the Common Area or the Owners in Common.

2.02 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right to enjoyment to any Common Area and any recreational facilities to the members of his family, his tenants or contract purchasers who reside on the property.

2.03 Waiver of Use. No Owner may exempt himself from personal liability for assessment duly levied by the Association nor release the Parcel owned by his from the liens and charges hereof, by waiver of the use and enjoyment of any Common Area and any facilities thereon or by abandonment of his Parcel.

2.04 Master CC&Rs. The real property which is the subject of this Declaration is also subject to the Declaration of Covenants, Conditions and Restrictions recorded November 24, 1970, as Instrument Number 118440 and thereafter amended by a document recorded October 22, 1971, as Instrument Number 121042, document recorded February 29, 1972, as

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Instrument Number 26310, document recorded May 2, 1972, as instrument Number 56724, by document recorded March 4, 1971, as Instrument Number 21823, by document recorded September 6, 1972, as Instrument Number 119138, and by document recorded September 19, 1973, as Instrument Number 123428, Official Records, County of Riverside, State of California. Where any provisions of this Declaration are inconsistent with the master Declaration, as amended, the provisions of this Declaration shall govern.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

3.01 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 By-Laws 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.

3.02 Transfer. The membership held by any Owner of a Parcel shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Parcel and then only to the purchaser or 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.

3.03 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 interests 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 By-Laws of the Association.

3.04 Enforcement of Bonded Obligations. Should the common-area improvements which the former Declarant obligated itself to complete and for which said former Declarant provided a Completion Bond in favor of the Association, "not be completed as set forth in the "Planned Construction Statement", the Association will determine what enforcement measures to take as follows:

(a) The Board of Directors shall consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that improvement in the Planned Construction Statement appended to the Bond. If the Association has

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given an extension in writing for the completion of any common-area improvement, the Board of Directors shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of the extension.

(b) A special meeting of the members for the purpose of voting to override a decision made by the Board of Directors not to initiate action to enforce the obligations under the Bond or on the failure of the Board of Directors to consider and vote on these questions shall be held not less than fifteen (15) nor more than thirty (30) days after receipt by the Board of Directors of a petition for such meeting signed by members representing not less than five per cent (5%) of the total voting power of the Association.

(c) If a majority of the voting power, excluding the voting power of the former declarant, of the Association shall vote at such a special meeting to enforce the obligations under the Bond, such majority vote shall be deemed to be the decision of the Association and the Board of Directors shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

#### ARTICLE IV

##### MAINTENANCE ASSESSMENTS, ACCOUNTING AND ENFORCEMENT

4.01 Operating and Maintenance Assessments. The cost of providing the services, maintenance duties and other obligations imposed upon the Association pursuant to the Declaration, the Articles of Incorporation and By-Laws shall be assessed proportionately against all owners. Each Owner, by the acceptance of a conveyance of a parcel, shall be obligated to pay his share of such costs. At least 30 days

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prior to the commencement of each calendar year, the board shall prepare and submit to the Association a budget of the estimated costs and expenses to be incurred by the Association in performing its functions hereunder (including a reasonable allowance for overhead and delinquent accounts) during the Budget year. Said Budget shall be subject to the approval of the Association. When such budget has been approved, the Board shall determine the operating and maintenance charge to be assessed to the owner or owners of each parcel for the budget year and will bill on an annual basis in April of each year. The annual operating and maintenance charge shall be payable by each owner in advance by 1 June of each year. All costs shall be assessed pro rata against the Owner of each Parcel. For the purpose of computing the assessments to be made hereunder, all owners of a parcel shall be deemed a single owner. Should the Association fail to approve a Budget or set the amount of annual operating and maintenance charge, the Board shall continue to levy and collect maintenance assessments at the level of the previous Budget Year, plus an increase of not more than 10% until the Association shall adopt a current Budget.

4.02 Special Assessments. In addition to the operating and maintenance charge to be assessed against each Owner pursuant to Section 4.01, the Board, may, from time to time, levy and collect special assessments to cover extraordinary charges or expenses not anticipated by the annual budget approved by the Association including, but not limited to, the payment of the cost of any construction, reconstruction or unexpected repair or replacement of the road system. Unless approved by 51% of the Owners by vote, either in person or by proxy, or written

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assents, the aggregate of all special assessments levied in any calendar year shall not exceed \$5,000.00. Any special assessment exceeding \$2,000.00 must be approved by 51% of the Owners, excluding the former Declarant.

4.03 Accounting. All funds collected by the Association shall be promptly deposited in a commercial bank account and/or in a savings and loan account in an institution to be selected by the Board. Said account shall be designated "Sandia Ranchos Property Owners Association Maintenance Fund Account." No withdrawals shall be made from said account except to pay the obligations of the Association. The Board shall maintain complete and accurate books and records of its income and expenses, in accordance with generally accepted accounting principles, consistently applied and shall file such tax returns and other reports as shall be required by any governmental entity. The books and records shall be kept at the office of the Association and shall be open for inspection by any Owner at any time during normal business hours.

4.04 Preparation and Distribution of Balance Sheet and Operating Statements. The Board shall prepare a Balance Sheet and an Operating Statement for the Association and shall distribute copies thereof to each member of the Association within 60 days of accounting dates as follows:

(a) a balance sheet as of an accounting date which shall be the last day of the month closest in time to six months from the date of closing of the first sale of a subdivision interest to a member of the Association and an operating statement for an accounting period from the aforesaid date of first closing to the aforesaid accounting date;



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(b) a balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year.

The operating statement for the first six months accounting period referred to in (a) above shall include a schedule of assessments received or receivable itemized by lot or unit number and by the name of the person or entity assessed.

4.05 Creation of Lien. The operating and maintenance charge together with any special assessments which each Owner is obligated to pay shall be a debt to such Owner to the Association on the date when each installment thereof becomes due. In the event of the default by any Owner in the payment of any installment of maintenance charges or special assessments, such amount, together with interest thereon at the rate of 10% per annum, and together with all costs which may be incurred by the Association in the collection of such amount, together with reasonable attorney's fees, shall be and become a lien upon the interest of the defaulting Owner in his parcel upon the execution by the Association and the recording in the Riverside County Recorder's Office of a Notice of Assessment, setting forth the name of the defaulting Owner, the amount of the delinquency and the legal description of his parcel. Subject to the provisions of Article II hereof, such lien shall be deemed prior to any or all other liens hereafter encumbering the Parcel regardless of the date of recordation of the assessment lien or such other liens, except (i) the lien for real property taxes and assessments, or (ii) the lien of a first deed of trust or purchase money second deed of trust on the parcel of the defaulting Owner. The Notice of Assessment shall not be filed for record unless and until the



Association shall have delivered to said defaulting Owner, not less than 15 days prior to the recordation of such Notice of Assessment, a written notice of default and of such Notice of Assessment, a written notice of default and a demand upon the defaulting Owner to cure such default within said 15 days, and the failure of the defaulting Owner to comply.

4.06 Enforcement of Lien. Not less than 10 days nor more than 180 days from the filing of any Notice of Assessment, the Association shall file for record a Notice of Default, and thereafter may cause the interest of said defaulting Owner to be sold in the same manner as a sale under the power of sale contained in mortgages and deeds of trust as provided by the Civil Code of the State of California, Sections 2924 through 2924h or through judicial foreclosure. The sale of said interest must be held, or legal action to enforce a lien must be instituted, within one year from the recording of the Notice of Default, or said lien shall be deemed void and of no effect. If, in fact, any such sale is held, any Owner may purchase thereat. If any legal action is filed to enforce the provisions of this Article, any judgment rendered against the defaulting Owner shall include all costs and expenses of such action, and all costs and expenses of perfecting said lien and of said sale, plus reasonable attorney's fees incurred in prosecuting said action. If any such lien is cured prior to sale or prior to judgment of judicial foreclosure, the Association shall cause to be recorded a certificate setting forth the satisfaction of such claim and release of such lien, upon payment of actual expenses incurred and a reasonable attorney's fee, by such defaulting Owner.

4.07 Waiver of Homestead Exemption. Each Owner does hereby waive,

to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption laws of the State of California in effect at the time any assessments levied pursuant to this Section becomes due or a lien therefor is imposed.

4.08 Sale of Parcel. Any Owner who sells his parcel in good faith and for value shall be relieved of the obligation to pay the maintenance charges attributable to his parcel as of the date of recordation of the deed of such parcel to his purchaser. Such obligation, together with any past due or delinquent obligations, shall thereupon pass to said purchaser and if not paid shall become a lien on such purchaser's parcel in the same manner as a real property tax lien.

4.09 Payment by Former Declarant. The former Declarant is obligated to pay the monthly maintenance charge for each unsold parcel. Such obligation commenced as of the first date that a maintenance charge was assessed against any Owner and shall continue as long as the former Declarant owns any parcel.

## ARTICLE V

### REGULATION OF IMPROVEMENTS

#### 5.01 Minimum Setback Line.

(a) 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 setback provisions:

- (1) Pole lines;
- (2) Underground pipelines;
- (3) Conduits;
- (4) Ditches;
- (5) Water works facilities for the production and distribution of water primarily for

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irrigation purposes;

- (6) Fences;
- (7) Streets and alleys;
- (8) Approved street signs;
- (9) Sandia Ranchos entryways.

(b) Front Yard Setback. The setback line is established 50 feet from the front property line; provided, however, 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 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 reasonable.

(c) Side Yard Setbacks.

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

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

(d) Rear Yard Setback. The setback line is established at a minimum of 20 feet from the rear property line.

(e) Change in Setback. Anything contained in this Article 5.01(b), 5.01(c) and 5.01(d) 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.

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

(b) Occupancy. No structure shall be occupied in any manner prior to completion thereof in accordance with plans and specifications approved in accordance with Article VIII and receipt of a Certificate of Occupancy from the appropriate governmental authority.

5.03 Fencing. All parcels on which animals are present shall be adequately fenced so as to keep said animals on that Parcel and protect the crops and property on other Parcels. Chain link fencing is permitted, either as perimeter fencing or for other purposes, provided it is planted so as to be visually screened from common areas. Metal pipe fencing (such as Horse Corrals), if within one hundred (100) feet from the front property line, must also be planted in such a manner as to provide a visual screen. No fencing shall be installed without first being approved by the Architectural Control Committee.

5.04 Landscaping. Within six (6) months of the completion of the residential structure on any Parcel, the landscaping of the Parcel shall be completed pursuant to the landscaping plans approved by the Committee. In the event such landscaping is not completed within such six (6) months, Declarant or the Committee may enter upon said Parcel and carry out the landscaping plans approved by the Committee at the expense of the owner of such Parcel.

5.05 Excavation. Exposed openings resulting from any excavation

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made in connection with construction of improvements shall be backfilled and disturbed ground shall be leveled. All excavation shall be done in compliance with the Riverside County Grading Ordinance and shall be certified by a California licensed soils engineer.

5.06 Signs.

(a) No sign shall be permitted, other than the following:

(1) Those identifying the name, business and products of the person or firm occupying the premises; provided all signs shall only be of such size, design, color and location as are specifically approved in writing by the Architectural Control Committee referred to in Article VIII. In the event the Architectural Control Committee adopts standards for signs or standard form signs, all signs must conform to such standards or standard forms. All existing signs which do not conform to such standards or standard forms shall no longer be permitted and shall be promptly removed; and

(2) Those offering the premises for sale or lease, provided all such signs shall be of a customary and reasonable dimension.

(3) Standardized Sandia Ranchos Street Signs.

(4) Instructional signs as are clearly in the best interests of the community and specifically approved by the Architectural Control Committee.

(b) Standardized Sandia Ranchos street signs as adopted by the Architectural Control Committee shall, as a condition to the approval of streets, alleys and roadways, be installed at the sole cost of the owner, lessee, or occupant of any portion of the property upon



which such streets, alleys and roadways are to be located.

5.07 Building Regulations.

(a) 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 of good quality and design. No used buildings, including buildings previously constructed on any other real property, shall be moved onto any parcel. No mobile homes or lean-tos shall be permitted on any parcel. However, a travel trailer may be brought to the property for use over the weekend and holidays, but must not be left parked on the property during the week. The buildings that may be constructed on any Parcel shall be a single family residence, a guest cottage without cooking facilities, accessory buildings and a garage.

(b) Size. The single family residence shall contain a minimum of fifteen hundred (1500) square feet, excluding the garage and overhangs. The garage shall contain at least four hundred forty (440) square feet and shall be fully 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 5.07(d) below.

(c) Height. No building structure shall be more than two (2) stories in height above the graded pad, except that residential buildings constructed on hillsides may use the area under the main floor for additional living area.

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(d) Roofs. Roofs must be rated UL Class A Fire Resistant and be constructed only of either mission or concrete tile, wood shake or shingle, slate, mineral fiber (except roll roofing), copper, or fiberglass shingles. Except as herein expressly provided, no projection of any type shall be placed or permitted above the roof of any building structure with the exception of one or more chimneys, one or more vent stacks, one television antenna of a shape, size, and location as approved by the Architectural Control Committee, and one or more solar collector, plus the necessary plumbing.

5.08 Maintenance and Storage.

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

(b) No materials, supplies, trailers or equipment including inoperable motor vehicles shall be stored in any area on a parcel except inside a closed building. 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. Outdoor clothes lines shall be surrounded by a wooden fence at least six (6) feet in height and of a size and location approved by the Committee.

5.09 Preservation of Trees. No living native oak (*Quercus agrifolia* or *Quercus englemannii*) and no native California sycamore (*Platanus racemosa*) with a trunk diameter of seven (7) or more inches at a point two (2) feet above the ground shall be removed without permission of the Architectural Control Committee. No permission shall be required for removal of shrubs and/or dead trees as a fire prevention measure.

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5.10 Agricultural Plants.

(a) Prior to any planting, storage, or transportation of avocado trees or grape vines on the property the person or persons undertaking such shall secure certificates as stated below for all such trees and vines and deliver same to the Architectural Control Committee. In the case of grape vines, the certificate is to be obtained from the University of California Agricultural Extension Service. In the case of avocado trees, the trees shall be certified (i.e. grown under root rot free conditions in accordance with Department of Food and Agriculture regulations summarized in University of California Bulletin FR-AVO CP-296-700-11/26 ba) and purchased from a nursery certified by the State of California, Department of Agriculture. The trees must be moved directly from nursery to parcel and must be covered by a tag attesting to their certification and signed by a State Inspector. If not so moved, data will be required as to manner and condition of storage and the ACC may require root rot testing be conducted as specified below. In lieu of tree certificates owners may, in coordination with the Architectural Control Committee and under the direction of a California licensed entomologist, conduct P. Cinnamoni (root rot fungus) testing at the nursery to establish reasonable confidence that the trees are root rot free. All questionable trees or 15 trees per planting lot (defined as all trees of a single variety from a single nursery), whichever, is greater, must be tested. If the planting lot is less than 15 trees, each tree must be tested, but only once. If any test is positive, the trees should not be bought for use in Sandia Ranchos. The results of the tests must be delivered to the Architectural Control Committee. The

Committee shall not approve any planting lot that has any positive test.

(b) The Architectural Control Committee shall not approve the planting of any avocado trees or grape vines that do not meet the above requirements.

(c) The Association or the Committee or their agents shall have the right to enter upon any Parcel and, at the expense of the owner of the Parcel, remove P. Cinnamoni infected or diseased avocado trees and/or spray the same and/or take measures as either may reasonably deem necessary to protect the Subject Property from the spread of such infection.

5.11 Utilities. All telephone and power utility services are to be run underground from homesite and other improvements to the streets.

#### ARTICLE VI

##### DUTIES AND POWERS OF THE ASSOCIATION

6.01 Duties and Powers. In addition to the duties and powers enumerated in the Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain, and otherwise manage all of the Common Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.

(b) Pay any real and personal property taxes and other charges assessed against the Common Areas.

(c) Have the authority to obtain for the benefit of all of the common areas, all water, gas and electric services and refuse



collection.

(d) Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the parcels.

(e) Maintain such policy or policies of insurance as the Board of Directors of the Association deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members.

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association.

(g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

## ARTICLE VII

### ENFORCEMENT

7.01 Abatement and Suit. Violation or breach of any restrictions herein contained shall give to the Association and every owner or lessee of property subject to these restrictions, the right to enter upon the property upon or as to which said violation or breach exists and to summarily abate and remove, at the expense of the owner or lessee thereof, any structure, thing or condition that may be or exist thereon



contrary to the intent and meaning of the provisions thereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

7.02 Deemed to Constitute a Nuisance. The result of every action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an owner or lessee, either public or private, shall be applicable against every such result and may be exercised by the Association or by any owner or lessor of property subject to these restrictions.

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

7.04 Inspection. The Association, the Committee or their agents may from time to time, at any reasonable hour or hours, enter and inspect any property subject to these restrictions to ascertain compliance therewith.

7.05 Failure to Enforce Not a Waiver of Rights. The failure of the former Declarant, the Association or any property owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any

other restrictions.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

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8.01 Composition of the Committee. There shall be established a five (5) member Architectural Control Committee, the members of which are to be elected by majority vote of a quorum of members. The chairman of the Architectural Control Committee shall be a member of the Board of Directors. In the event of death or resignation of any member of the Committee, the Board shall have full authority to appoint a successor. The Board shall take an active interest in the activities of the Committee. The Committee shall keep the Board informed of its activities. The Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The business address shall be the same as that of the Association, namely, P.O. Box 618, Temecula, Calif. 92390.

8.02 Committee Approval. No building, fence, planting or landscape program, sign, excavation or other improvement shall be erected, placed or altered on any parcel until the construction plans and specifications and a plan showing the location of the building or improvement on the parcel have been approved by the Committee as to quality of workmanship and location, enhancement or detracton from the value of surrounding parcels and general aesthetic appearance. All plans for buildings to be submitted hereunder shall be drawn by a duly licensed architect or duly licensed building designer.

Prior to the preparation of working drawings, a preliminary site

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plan, preliminary building plans and preliminary landscaping plans shall be submitted to the Committee or its designee for preliminary approval. All submittals shall be triplicate and in writing, or, if in the case of construction plans, be accompanied by a letter requesting approval by the Committee.

Prior to commencement of any construction, a final site plan shall be submitted to and approved by the Committee showing the location of the buildings, drives, walks, fences, swimming pools, patios and the like. The site plan shall be in sufficient detail to show a proposed method of treatment of possible drainage problems and that adequate drainage facilities for storm and surface water have been provided for each parcel. Final building plans shall be submitted to and approved by the Committee showing all exterior elevations, indicating the materials to be used and designating the exterior colors to be used by means of actual color samples. Landscaping plans shall also be submitted for approval by the Committee prior to commencement of any construction, such plans shall be the same scale as the site plan and shall show both the size and type of materials to be used. The minimum scale of all plans shall be 1" equals 20'. After the construction plans, specifications or other data has been approved or been deemed approved (the Approved Plans), any agent of the Committee may, after reasonable notice, enter upon the Parcel to inspect progress of the improvement and determine if construction is proceeding according to the Approved Plans. If construction is proceeding contrary to the Approved Plans, then such action shall constitute a violation or breach of these restrictions.

If construction is not commenced in accordance with the Approved

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Plans within one hundred eighty (180) days of the date upon which the plans were approved or deemed approved, then the Committee may withdraw its approval of the plans and specifications, provided that there has been a change of circumstances so that the Committee would not have granted approval if the plans and specifications had been then submitted.

8.03 The Committee's approval or disapproval as required in these covenants shall be in writing. The Committee shall approve or disapprove plans and specifications within thirty (30) days from the receipt thereof unless the Committee notifies the owner submitting them within thirty (30) days that an additional period of time, not to exceed thirty (30) days, is required for such approval or disapproval. In that case, the Committee shall approve or disapprove such plans and specifications in the extended period of time. The plans and specifications not approved or disapproved within the time limits provided herein shall be deemed approved, as submitted.

8.04 Liability of Committee. Neither the former Declarant, the members of the Committee or its representative, their successors or assigns, shall be liable in damage to anyone submitting plans to them for approval, or to any owner or lessee of any parcel affected by this Declaration, by reason or 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 thereto or interest therein, that he will not bring any

action or suit against the former Declarant, the members of the Committee, or its representative, to recover any such damages.

ARTICLE IX

REGULATION OF OPERATIONS AND USES

9.01 Prohibited Operations and Uses. The following operations and uses are prohibited.

(a) Heavy 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 or other light industrial or manufacturing use; provided, however, any permanent structure or other structure so used shall conform to all requirements as set forth in this declaration.

(b) Junk yards or dumps;

(c) Trailer courts;

(d) Drilling for and/or the removal of oil, gas or other hydrocarbon substances;

(e) Distillation of bones;

(f) Fat rendering;

(g) Stockyard or slaughter of animals, except those animals produced on that Parcel;

(h) Grange halls;

(i) Farm labor camps;

(j) Poultry raising;

(k) Animals raising (except two (2) cats and/or three (3)

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dogs, one (1) cow per full acre of any Parcel and two (2) horses).

9.02 Subdivision Regulations. No owner, lessee or occupant 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 written approval of the Architectural Control Committee, which approval shall be requested in the manner provided for in Article VIII. Such approval shall not be reasonably 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 value of surrounding parcels and conformity with planned streets and highways. Any subdivision which will result in a parcel of less than ten acres in size must be approved by 66 2/3% of the Owners, excluding all votes of the subdividing Owner. No voting rights shall accrue to a new parcel created by subdivision until the close of the sale escrow transferring title to the subdivider's grantee.

9.03 Cable Television Regulation. If at the time of occupancy of the house constructed on any lot there is available underground community television antenna connection cable, then no outside television or radio pole or antenna shall be constructed, erected or maintained on any lot located in such a manner as to be visible from the outside of any such building except by and with the express prior written consent of the Association. Such prior written consent shall not be required in the event said television antenna cable is not available at the date of occupancy of the house constructed on the lot. Upon the written demand of Association and after availability of

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underground television antenna connection cable, any private antenna shall be promptly removed.

9.04 Reserved Easements. The former Declarant reserved to itself, its successors and assigns, together with the right to grant same to others (1) road easements for public purposes over and across those portions of the properties included within any strips of land shown as "Road Easements," or similar terminology or any subdivision map recorded of the properties and an easement as necessary for construction and maintenance of such slopes, at a ratio of two (2) horizontal to one (1) vertical and such drainage facilities as required to accommodate the necessary roadways and (2) easements for other utilites, including, but not limited to, cable television, sanitary sewers, water, gas, electricity, and drainage purposes ten (10) feet wide on each side of common lot lines and fifteen (15) feet wide along perimeter lot lines, except where lot lines are coincident with road easement centerlines, in which case the reservation shall be equal to one-half (1/2) the width of the total road easement plus twenty (20) feet.

ARTICLE X

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

10.01 Termination and Modification. This Declaration or any provisions hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the consent of fifty-one percent (51%) of all the Owners. No such termination, extension, modification or amendment shall be effective until a proper

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instrument in writing has been executed and acknowledged and recorded in the office of the Recorder of Riverside County, California.

10.02 Assignment of Former Declarant's Rights and Duties. Any and all of the rights, powers, and reservations of the former Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of the former Declarant pertaining to the particular rights, powers and reservations assigned and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the former Declarant herein. If at any time the former Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as these restrictions may be terminated, extended, modified or amended under Section 10.01 of this Article X.

#### ARTICLE XI

##### MISCELLANEOUS PROVISIONS

11.01 Rights of Mortgagees. None of the restrictions nor any of the provisions herein contained shall supercede 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.

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11.02 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.

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

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

11.05 Terms. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of the parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a period of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless terminated, modified or amended as provided herein by 51% of the Owners.

11.06 Violation and Nuisance. Every act or omission whereby any



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provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by the Association or any Owner or Owners of parcels.

11.07 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 and all of the enforcement procedures set forth herein.

11.08 Remedies Cumulative. Each remedy set forth in this Declaration shall be in addition to all other remedies whether available at law or in equity, and all such remedies, whether or not set forth in this Declaration shall be cumulative and not exclusive.

11.09 The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within the 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 and development 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



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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.

11.10 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 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 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.

11.11 Notices. Notices and communications required to be sent or delivered hereunder shall be in writing and may be served personally, or shall be mailed, by certified mail return receipt requested, as follows:

To Architectural Control Committee:

Architectural Control Committee, P.O. Box 618, Temecula, California 92390 or at such other address or addresses as the committee may designate by written notice to all owners and the Association.

To the Association:

Sandia Ranchos Property Owners Association, P.O. Box 618, Temecula,

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California 92390 or to such other address as the Association may designate by written notice to all owners.

To Owners:

To the address last furnished by such owner to the Association in writing.

IN WITNESS WHEREOF, the undersigned, being the PRESIDENT OF THE SANDIA RANCHOS PROPERTY OWNERS ASSOCIATION and the SECRETARY OF THE SANDIA RANCHOS PROPERTY OWNERS ASSOCIATION have hereunto set their hands and the seal of said Association this 25<sup>th</sup> day of June, 1983.

SANDIA RANCHOS PROPERTY OWNERS ASSOCIATION

BY: James T. Nance  
PRESIDENT

BY: John D. [Signature]  
SECRETARY

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STATE OF CALIFORNIA )  
COUNTY OF Riverside ) SS  
~~LOS ANGELES~~ )

On June 25, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James Nance known to me to be the President of the SANDIA RANCHOS PROPERTY OWNERS ASSOCIATION, and John D. Ingersoll, known to me to be the Secretary of the SANDIA RANCHOS PROPERTY OWNERS ASSOCIATION and known to me to be the individuals who executed the within instrument on behalf of said Association and acknowledged to me that such Association executed the within instrument pursuant to its By-laws.

WITNESS my hand and official seal

Karen A. Mazeikas  
Notary Public in and for said County and State



SANDIA RANCHOS PROPERTY OWNERS ASSOCIATION:

James T. Nance  
JAMES NANCE, President

John D. Ingersoll  
JOHN D. INGERSOLL, Secretary



STOCT

*View* (Revised pages, only)

WHEN RECORDED MAIL TO: —

Elaine Jeter  
17459 Tam O'Shanter Dr.  
Poway, CA 92064

RECEIVED FOR RECORD  
AT 11:00 O'CLOCK A.M.

At Request of  
*J. INGERSOLL*

Book 1983, Page 139815

JUL 13 1983

Recorded in Official Records  
of Riverside County, California

*William F. Bondy*  
Recorder

Fees \$ 30

THIRD AMENDED DECLARATION OF

This document is re-recorded with the consent of the COVENANTS, CONDITIONS AND RESTRICTIONS members of the Sandia Rancho Property Owners Association to correct a mistake. (signature page 35)

THIS THIRD AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 25<sup>th</sup> day of June, 1983 by the SANDIA RANCHOS PROPERTY OWNERS ASSOCIATION in accordance with the procedures and requirements of the Second Amended Declaration of Covenants, Conditions and Restrictions recorded February 18, 1982, as Instrument Number 28443, Official Records of Riverside County, California, and the By-Laws of the SANDIA RANCHOS PROPERTY OWNERS ASSOCIATION.

This Third Amended Declaration of Covenants, Conditions and Restrictions supersedes the above referenced Second Amended Declaration of Covenants, Conditions and Restrictions.

RECITALS

A. 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 Company, a Nevada corporation; and Aetna Life Insurance Company, a Connecticut corporation, referred to as "Declarant" in an Amended Declaration of Covenants, Conditions and Restrictions recorded August 25, 1975 as Instrument Number 105768 was the owner of the real property in the

Insurance Company of California as an accommodation only. It has not been examined as to its accuracy or as to its effect upon the title.

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rights and the right to use any recreational facilities and any common area by an Owner or his guests as provided in the By-Laws.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

(c) The right of the Association to maintain the common easements and to enter upon any Parcel owned by an Owner where necessary in connection with construction, maintenance or repair for the benefit of the Common Area or the Owners in Common.

2.02 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right to enjoyment to any Common Area and any recreational facilities to the members of his family, his tenants or contract purchasers who reside on the property.

2.03 Waiver of Use. No Owner may exempt himself from personal liability for assessment duly levied by the Association nor release the Parcel owned by his from the liens and charges hereof, by waiver of the use and enjoyment of any Common Area and any facilities thereon or by abandonment of his Parcel.

2.04 Master CC&Rs -- ~~The real property which is the subject of this Declaration is also subject to the Declaration of Covenants, Conditions and Restrictions recorded November 24, 1970, as Instrument Number 118440 and thereafter amended by a document recorded October 22, 1971, as Instrument Number 121042, document recorded February 29, 1972, as~~

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~~Instrument Number 26310, document recorded May 2, 1972, as instrument Number 56724, by document recorded March 4, 1971, as Instrument Number 21823, by document recorded September 6, 1972, as Instrument Number 119138, and by document recorded September 19, 1973, as instrument Number 123428, Official Records, County of Riverside, State of California. Where any provisions of this Declaration are inconsistent with the master Declaration, as amended, the provisions of this Declaration shall govern.~~

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.01 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 By-Laws 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.

3.02 Transfer. The membership held by any Owner of a Parcel shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Parcel and then only to the purchaser or deed of trust holder of such Parcel. Any attempt to make a prohibited

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STATE OF CALIFORNIA )  
COUNTY OF Riverside ) SS  
~~LOS ANGELES~~ )

On June 25, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James Nance known to me to be the President of the SANDIA RANCHOS PROPERTY OWNERS ASSOCIATION, and John D. Ingersoll, known to me to be the Secretary of the SANDIA RANCHOS PROPERTY OWNERS ASSOCIATION and known to me to be the individuals who executed the within instrument on behalf of said Association and acknowledged to me that such Association executed the within instrument pursuant to its By-laws.

WITNESS my hand and official seal

Karen A. Mazeikas  
Notary Public in and for said County and State



SANDIA RANCHOS PROPERTY OWNERS ASSOCIATION:

James T. Nance  
JAMES NANCE, President

John D. Ingersoll  
JOHN D. INGERSOLL, Secretary

THIS DOCUMENT IS RE-RECORDED WITH THE CONSENT OF MEMBERS OF SANDIA RANCHOS PROPERTY OWNERS ASSOCIATION TO CORRECT A MISTAKE.

Clayton L. Parkhill Jr.  
President, Sandia Ranchos Property Owners Association

Notary Public in and for County of  
ORANGE State of California  
This Day of 29 April 1987  
Gwen L. Schwarz

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CAT. NO. NN00737  
TO 1945 CA (8-84)  
(Corporation)

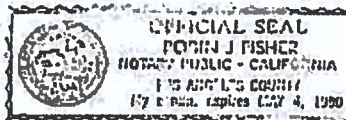
TICOR TITLE INSURANCE

STATE OF CALIFORNIA )  
COUNTY OF Orange ) SS

On July 20, 1987 before me, the undersigned, a Notary Public in and for said State, personally appeared Clayton L. Parkhill Jr. personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President, and \_\_\_\_\_

\_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.  
Signature Robin J. Lavin



(This area for official notarial seal)

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STAPLE HERE

SCANNED