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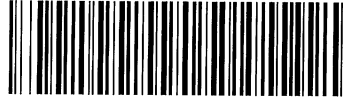


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SPACE ABOVE FOR RECORDER'S USE ONLY

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SMILEY PARK COUNTRY CLUB

Title of Document

THIS AREA FOR
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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SMILEY PARK COUNTRY CLUB**

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SMILEY PARK COUNTRY CLUB**

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made as of this ~~2nd~~ day of October, 2002, by the Members of Smiley Park Country Club.

RECITALS

A. Smiley Park Country Club ("Club") is a California non-profit corporation formed to manage a common interest development located in the unincorporated area of San Bernardino County, State of California, in Section Six (6), Township One (1) North Range Two (2), West, San Bernardino Base Meridian (excluding portions thereof retained and/or reserved by the original grantee (the Smiley family), and the portion acquired by the Running Springs Water District), as shown on Assessor's Map No. 10, recorded in San Bernardino County on May 8, 1939, which real properties shall be collectively referred to herein as the "Park." The Park is a planned development as defined by Civil Code Section 1351(k).

B. By virtue of recorded and unrecorded Deeds and Leases, each member of the Club has agreed, and each of the Properties are subject to the Rules and Regulations of the Club, and to the By-Laws, which provide for the improvement and development of the Park. The Record Owners of the Properties identified on Exhibit "1" hereto, and incorporated herein by this reference have consented to this Declaration and the recording thereof, and have agreed to be bound thereby. For any and each of the Properties not identified on Exhibit "1", the Record Owner thereof may hereafter consent to the easements, restrictions, covenants, conditions and equitable servitudes contained herein, and to the recording of this Declaration against such Property by executing and recording a Notice of Additional Property in the Official Records of San Bernardino County.

C. All of the Properties identified on Exhibit "1" hereto, and incorporated herein by this reference, and each of the Properties added thereto by a Notice of Additional Property, shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Park, for the protection, maintenance, and improvement of the Properties and the Park, or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with the land and shall be binding upon all persons having any right, title or interest in the Properties set forth on Exhibit "1" or on any recorded Notice of Additional Property, or any part thereof, their heirs, successors and assigns; shall inure to the benefit of every portion of the Park and the Properties therein, and any interest therein; and shall inure to the benefit of, and be binding upon, each Owner and their respective heirs, executors and administrators; and may be enforced by any Owner or by the Club (as hereinafter defined).

D. The Club, and the Members of the Club who are the Record Owners of the Properties identified on Exhibit "1" hereto, hereby adopt this Declaration of Covenants, Conditions and Restrictions, as hereinafter set forth.

**I.
DEFINITIONS**

Section 1. Accessory Building. The term "Accessory Building," as used herein, shall mean and refer to a non-residential structure including, but not limited to a shed or other structure intended to be used for storage.

Section 2. Assessor's Map. The term "Assessor's Map," as used herein, shall mean and refer to Assessor's Map No. 10 dated May 8, 1939, and recorded in Book 1, pages 16 through 19, inclusive, of Official Maps, Records of San Bernardino County, California.

Section 3. Architectural Committee. The term "Architectural Committee," as used herein, shall mean and refer to the committee created pursuant to the article of this Declaration entitled "Architectural Review."

Section 4. Board of Directors. The term "Board of Directors" or "Board," as used herein, shall mean and refer to the duly elected Board of Directors of the Club.

Section 5. Club. The term "Club," as used herein, shall mean and refer to Smiley Park Country Club, a nonprofit corporation, its successors and assigns.

Section 6. Common Area. The term "Common Area" or "Common Areas" as used herein, shall mean all the real property and Improvements, and all easements or other real property interests held by, or which may be acquired by the Club, for the common use and enjoyment of the Club's membership. Common Areas shall include, but not be limited to Greenbelt Areas, recreational facilities, Roadways, and facilities to provide Water Services, but shall exclude any Properties owned by the Club, whether or not such Properties are leased to a Member or Members of the Club, and shall exclude any Lot or Lots owned by the Club which are surrounded only by Properties, and not accessible from any Roadway.

Section 7. Declaration. The term "Declaration," as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration of Covenants, Conditions and Restrictions, as the same may be amended from time to time in accordance with the provisions set forth in Article XIV, Section 3 hereof.

Section 8. Greenbelt Area. The term "Greenbelt Area," as used herein shall mean and refer to those portions of the Common Area that have been set aside in perpetuity as open space, to preserve and enhance the natural vegetation, wildlife habitat, watershed resources and scenic amenities of the Park.

Section 9. Homesite. The term "Homesite," as used herein shall mean and refer to a group of any number of contiguous Lots within the Park, owned or leased by a single Owner, with the exception of Common Area. 164 Homesites make up the Properties as defined herein.

Section 10. Improvement. The term "Improvement," as used herein, shall mean any structure or appurtenance thereto of every type and kind, including, but not limited to, buildings, outbuildings, including Accessory Buildings, walkways, tennis courts, ponds, waterways, garages, swimming pools, spas, and other recreational amenities, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, windbreaks, poles, signs, entrance gates, antennae, satellite dishes or any other transmitting or receiving device.

Section 11. Lease. The term "Lease" as used herein, shall mean and refer to any Ninety-Nine Year Lease and Membership Certificate in Smiley Park Country Club executed by a Member of the Club for any Property within the Park in accordance with Article IV, below.

Section 12. Lot. The term "Lot," as used herein, shall mean and refer to a numbered area of land 20 feet by 50 feet, as shown on the Assessor's Map.

Section 13. Member. The term "Member," as used herein, shall mean and refer to those persons entitled to membership in the Club as provided in this Declaration and in the Club's Articles of Incorporation and Bylaws.

Section 14. Member in Good Standing. The term "Member in Good Standing," as used herein, shall mean and refer to each Member whose membership privileges have not been suspended as provided herein.

Section 15. Owner. The term "Owner," as used herein, shall mean and refer to each of the following:

- a. The Record Owner, whether one or more persons or entity, of a fee simple title to any Homesite;
- b. A contract purchaser as identified in a recorded land sale contract for any Homesite; and
- c. The holder or holders of a Lease, as defined herein, whether one or more persons or entity, for any Homesite.

The term Owner shall not include those persons or entities having an ownership or leasehold interest merely as security for the performance of an obligation, nor shall it include the Club for any Homesite for which the Club is the Record Owner, which Homesite is the subject of a Lease, as defined herein.

Section 16. Parking Area. The term "Parking Area," as used herein, shall mean and refer to a portion of any Property, which is specifically designed for the parking of vehicles, as approved by the Board of Directors.

Section 17. Primary Site. The term "Primary Site," as used herein, shall mean and refer to the Homesite upon which a dwelling is located, or upon which a dwelling is to be constructed pursuant to approved plans and specifications.

Section 18. Properties. The term "Properties," as used herein, shall mean and refer to the 164 Homesites which are owned or leased by the Owners, or which are owned by the Club, but reserved for the purposes of leasing to an Owner as of the date that this Declaration is adopted. The term "Property" shall mean and refer to any one of the 164 Homesites which are owned or leased by an Owner, or which is owned by the Club, but reserved for the purposes of leasing to an Owner as of the date that this Declaration is adopted. The Park shall consist of no more than 164 Homesites, unless a majority of the Members consent, in writing to the addition of any other Homesite. Only the Record Owners of those Properties identified on Exhibit "1" hereto have consented to the easements, restrictions, covenants, conditions and equitable servitudes contained herein, and to the recordation of this Declaration. For any and each of the Properties not identified on Exhibit "1", the Record Owner thereof may hereafter consent to the easements, restrictions, covenants, conditions and equitable servitudes contained herein, and to the recording of this Declaration against such Property by executing and recording a Notice of Additional Property in the Official Records of San Bernardino County.

Section 19. Record Owner. The term "Record Owner," as used herein, shall mean and refer to the person, persons or entity identified as the buyer or transferee on the last-recorded deed for a Homesite, recorded in the Official Records of San Bernardino County. Record Owner shall not include any person, persons or entity whose interest in any Lot or Lots is derived solely from a Lease, even if such Lease is recorded. The Club shall remain the Record Owner for each and every Lot owned thereby, which is the subject of a Lease.

Section 20. Reimbursement Assessment. The term "Reimbursement Assessment," as used herein, shall mean a charge against any Owner and his Property for the purpose of reimbursing the Club for any costs incurred by the Club on behalf of or as a result of an individual Owner, including but not limited to, providing Water Services, repair of damage to Common Area(s) and facilities thereon caused by the Owner the Owner's guests or tenants and/or guests of tenants and/or any costs incurred by the Club to enforce the terms of this Declaration, the Bylaws, or Rules and Regulations against such Owner. A Reimbursement Assessment may be enforced by lien pursuant to Civil Code Section 1367, or any amendment thereto, and shall be the personal obligation of the Owner against whom such Reimbursement Assessment is levied, enforceable by any means available by law.

Section 21. Regular Assessment. The term "Regular Assessment," as used herein, shall mean the assessment imposed by the Club for funding the Club's annual budgetary needs and as further described in Article V, Section 3, below, and in Civil Code Section 1366, as the same may be amended from time to time.

Section 22. Roadway. The term "Roadway," as used herein shall mean any improved or unimproved vehicular way within the Park, except driveways serving any single Homesite.

Section 23. Special Assessment. The term "Special Assessment," as used herein shall mean an assessment levied for the purposes of defraying the costs of any action or undertaking by the Club which is not specifically covered under the Regular Assessments, including reconstruction or repair of capital improvements in the Common Area, as further described at Article V, Section 4, and as further described in Civil Code Section 1366, as the same may be amended from time to time.

Section 24. Water Services. The term "Water Services," as used herein shall mean any water provided to any Homesite by the Club, and any water meter, appurtenant shut off valves furnished by the Club.

II.

NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the Park for the benefit of all Members. These covenants, conditions and restrictions are imposed upon the Owners of all of the Properties identified on Exhibit "1" hereto, or of any Property added thereto by a recorded Notice of Additional Property. Said covenants, conditions and restrictions are for the benefit of all Properties and shall bind the Owners of all such Properties identified on Exhibit "1" hereto, or of any Property added thereto by a recorded Notice of Additional Property. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner of each Property identified on Exhibit "1" hereto, or of any Property added thereto by a recorded Notice of Additional Property, but also his or her successors and assigns. All such covenants, conditions and restrictions are intended as, and are hereby declared to be, covenants running with the land or equitable servitudes upon the land, as the case may be.

The Owners of the Properties identified on Exhibit "1" hereto, and of any Property added thereto by a recorded Notice of Additional Property hereby covenant and agree to observe, perform and abide by this Declaration, the Bylaws, and any and all lawful rules, regulations and conditions with respect to the use and occupancy of the Properties, which may from time to time be adopted or prescribed by the Board of Directors.

III.

USE RESTRICTIONS

All Properties identified on Exhibit "1" hereto, and any Property added thereto by a recorded Notice of Additional Property shall be held, used and enjoyed subject to the following limitations and restrictions.

Section 1. Single-Family Residence. Each Homesite shall be used for single-family dwelling purposes and for no other purpose, provided however, that this provision shall not preclude any Owner from renting or leasing his or her Homesite by means of a written lease or rental agreement filed with the Club. No rental or lease shall be for a term of less than thirty (30) days, except that an Owner may be permitted to rent his or her Homesite for shorter periods of time, with prior written approval of the Board of Directors.

Section 1.a. Primary Dwelling. No primary building shall be erected, altered, placed or permitted to remain on any Homesite other than one (1) single-family dwelling, which may include an attached private garage and/or a deck or decks, as may be approved in accordance with this Declaration. In no event shall a secondary residence be constructed or maintained on any Homesite.

Section 1.b. Auxiliary Uses. No more than one Accessory Building may be constructed on any Homesite. No Accessory Building may exceed 120 square feet in size. Owners may also construct or install an appropriate septic system, one detached garage or carport, and/or any other auxiliary use approved in writing by the Board of Directors.

Section 2. No Subdivision. No Property shall be subdivided.

Section 3. Business or Commercial Activity. No part of the Properties shall be used, or caused to be used, or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, vending or other such nonresidential purposes. The provisions of this section shall not preclude professional and administrative occupations without external evidence thereof, for so long as such occupations are in conformance with all applicable governmental ordinances and are merely incidental to the use of the Property as a residential home. No soliciting shall be permitted within the Park.

Section 4. Nuisances. No noxious or offensive activity shall be carried on, within the Park, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner or occupant. 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), noisy or smoky vehicles, large power equipment or large power tools or items which may unreasonably interfere with television or radio reception of any Owner or occupant in the Park, shall be located, used or placed on any portion of the Properties. No off-road vehicles, dune buggies, or snowmobiles, shall be used within the Park. Street-legal mini-bikes or motorcycles shall not be used for recreational purposes within the Park, but may be used for general transportation therein, if the vehicles are appropriately licensed and registered with the State of California. The Board of Directors shall have the right to determine if any noise, odor, interference or activity producing such noise, odor or interference constitutes a nuisance.

Section 5. Signs. No sign, poster, display or advertising device of any kind shall be displayed to the public view within the Park, without the prior written consent of the Board of Directors, except that each Homesite may have one (1) sign of not more than four (4) square feet, advertising the Homesite for sale, rent or lease, and one (1) sign of not more than two (2) square feet indicating that the home is protected by a security system. All signs must also meet any further requirements set forth in Rules and Regulations adopted by the Board of Directors related thereto.

Section 6. Parking and Vehicular Restrictions. No inoperable vehicle or part thereof or any vehicle without current registration tags, shall be parked, stored or kept within the Park, except wholly within an enclosed garage, or in a storage area designated for such use and approved by the Board of Directors. No large commercial or commercial-type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck, or delivery truck), recreational vehicle (including, but not limited to, any camper unit, house car or motor home), bus, trailer, trailer coach, camp trailer, boat, personal watercraft, snowmobile, snow removal equipment, aircraft, mobile home or any other similar vehicle, shall be parked, stored or kept within the Park unless the vehicle is approved by the Board of Directors, and is parked only in a Parking Area approved by the Board of Directors. The Owner of any adjacent Homesite shall be given notice of any application for a proposed Parking Area, and given an opportunity to comment thereon prior to approval by the Board of Directors thereof.

No repairs or restorations of any vehicle, boat, trailer, aircraft or other vehicle or part thereof shall be conducted upon any Roadway or Common Area. Such activity shall at no time be permitted on a Homesite if it is determined by the Board or its agent to be a nuisance.

Each Homesite shall have provisions for the parking of at least two (2) vehicles either within a garage, carport or approved Parking Area. Vehicles shall not be parked on any Roadway, or parked in such a manner or location as to interfere with or obstruct passage on any Roadway within the Park, including the shoulder of any Roadway.

Section 7. Animal Restrictions. No livestock of any kind, including but not limited to horses, goats, pigs, sheep, cattle and poultry are permitted within the Park. Owners may keep common domestic pets, including dogs and cats in quantities not to exceed the number permitted by the County of San Bernardino, so long as such pets are kept only upon the Member's Homesite. All dogs must have current licenses and tags, and must be kept on a leash, or under direct control of the owner of such animal, unless confined within the house or other enclosure. Nothing in this section shall permit the commercial raising, breeding or keeping of any animal or animals within the Park. No animal may be kept within the Park without proper care and shelter, or so as to cause a health or safety risk.

Section 8. Trash. No rubbish, trash, debris, garbage or other waste material shall be kept or permitted in the Park, except in sanitary containers or dumpsters located in appropriate areas screened from view, and no odor shall be permitted to arise therefrom so as to render a Homesite, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No lumber, grass, shrub, tree clippings, plant waste, animal waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate within the Park, except within an enclosed structure or when appropriately screened from view. Trash containers shall be exposed to the view from any neighboring Property, or from the Common Area, only when set out for a reasonable period of time (not to exceed a total of twenty-four (24) hours) for scheduled trash collection. No dumping of trash or debris shall be permitted on any Roadway or Common Area. Owners will be held responsible for the cost of removal of any trash or debris placed on the Common Area or any Roadway by said Owner, or by his agent, tenant or employee, by means of a Reimbursement Assessment.

Section 9. Fire Control. There shall be no exterior fires by Members whatsoever within the Park, except barbecue fires contained within receptacles designed therefor, in such a manner that they do not create a fire hazard. All flammable vegetation must be cleared from the area within ten (10) feet of any Roadway adjacent to any Homesite. Each Owner must remove all weeds; needles; leaves; dead or dry grass from all areas located within 30 feet from any structure, or to the property line of his or her Homesite, whichever is closer to such structure. Individual bushes which are trimmed and maintained in a manner so that they are not a fire hazard are permitted. No combustible material may be kept or stored within ten (10) feet of any liquid petroleum (propane) gas tank or container. All leaves, needles and other debris must be removed from roofs. Chimney and flue openings must be covered with ½" wire mesh spark arrester which is visible from the ground. No tree limbs are permitted within ten (10) feet of any chimney opening. All ashes must be placed in a metal or other fireproof container and must be soaked in water for at least twenty-four (24) hours. Spark arresters must be installed on all internal combustible engines. Any item identified by the Board to be a fire hazard must be immediately removed or corrected by the Member. In no event shall any Property be sold or otherwise transferred without first removing any identified fire hazard. The Board of Directors shall consult the vegetation management standards of state and local fire authorities, and annually notify the Members of Homesite maintenance requirements related thereto.

Section 10. Temporary Buildings. No tent, trailer, recreational vehicle shall be used as a residence, either temporarily or permanently, except that while construction of a home is in progress, for a reasonable period of time not to exceed six weeks after construction is completed, and not to exceed a total of 12 months. Occasional guests may reside within a motor home or trailer home located in a Parking Area on a Homesite approved by the Board of Directors, for a period of time not to exceed two (2) weeks. No garage or Accessory Building may be used for residential purposes, either temporarily or permanently.

Section 11. Common Area Improvements. Nothing shall be altered or constructed in, or removed from, the Common Area, except upon the written consent of the Board, subject to the provisions of this Declaration limiting construction on portions of the Common Area. The Owner shall be liable for any damage to the Common Area or the Improvements located thereon caused by said Owner, or the Owner's family, guests, invitees or agents, by means of a Reimbursement Assessment enforceable by lien, or any other means available by law.

Section 12. Outside Installations. No radio station, cell relay or shortwave operators of any kind shall operate within the Park, unless approved by the Board of Directors. No satellite dishes over 30" in diameter, exterior radio antenna or CB antenna of any type shall be erected or maintained in the Park, without the prior written consent of the Board of Directors.

Section 13. Insurance Rates. Nothing shall be done or kept in the Park which will increase the rate of insurance on any property insured by the Club without the approval of the Board, nor shall anything be done or kept in the Park which would result in the cancellation of insurance on any property insured by the Club or which would be in violation of any law.

Section 14. Drilling. No drilling for oil or gas, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Park, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any Property or within five hundred fifty feet (550') below the surface of any Property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Property at any time.

Section 15. Utilities. All electrical wires, telephone wires, television cables, and other wires, cables, pipes, and conduits used for provision of utilities shall be located underground for all residences and Improvements constructed after the adoption of this Declaration.

Section 16. Trees. No living tree over eight inches (8") in diameter may be removed from any Property without the prior written approval of the Board of Directors. Owners are responsible for removing dead trees, downed timber and slash from their Homesite. Owners are responsible for timely removal from their Homesite any insect-infested, or hazardous tree as determined by the Board of Directors. Disposal of slash and chemical spraying of tree bark shall be in accordance with current requirements established by the California Department of Forestry. No trees, timber, or wood of any type may be removed from the Common Areas, except with prior written permission of the Board of Directors.

IV. **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Organization. The Club is charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation (as amended), Bylaws and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed so as to be inconsistent with this Declaration. In the event that there should exist any ambiguity in any provision of the Articles or Bylaws, then such provision shall be construed, to the extent possible, so that such provision shall be consistent with the provisions of this Declaration; in the event of any conflict between these governing documents and this Declaration, the provisions of this Declaration shall control.

Section 2. Leases for Properties. The Club is authorized to lease any Property, which is owned by the Club, to any person, persons or entity, at the discretion of the Board of Directors. The Board shall approve a Ninety-Nine Year Lease and Membership Certificate form which is consistent with this Declaration, which may be used for the purposes of leasing any Property owned by the Club, which Lease may be amended from time to time in the sole discretion of the Board of Directors. The Board may require any Property which is the subject of a Lease to be surveyed by a licensed or certified surveyor, and may require verification that property markers be identified and/or replaced, at the expense of the lessee, prior to entering into, modifying or extending any Lease. Original property markers shall prevail over any subsequent marker. By virtue of executing a Lease and Membership Certificate, the lessee shall be subject to and bound by the provisions of this Declaration, the Articles of Incorporation, Bylaws, and rules and regulations of the Club, and shall be entitled to the benefits of membership in the Club.

Section 3. Leases for Other Lots. The Club may lease any Lot or Lots which are owned by the Club, other than Common Area, which Lot or Lots are not part of a Homesite, but if any such Lot is leased to a Member which is not immediately adjacent to the Member's Primary Site, such non-contiguous Lot must be combined in a single Lease with at least four other contiguous Lots, at least one of which is within 100 feet of the Member's Primary Site. The Board may require any Lot which is the subject of a Lease to be surveyed by a licensed or certified surveyor, and may require verification that property markers be identified and/or replaced, at the expense of the lessee, prior to entering into, modifying or extending any Lease. Original property markers shall prevail over any subsequent marker. The lessee of any such Lot or Lots shall not be entitled to a Membership Certificate by virtue of such Lease. Upon executing a Lease for any such Lot or Lots, the leased Lot or Lots shall be considered part of the lessee's Property, and shall not entitle the lessee to any additional membership privileges. The Lot or Lots shall be leased subject to the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Club.

Section 4. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Property, or who is a registered holder of a Lease, who has executed a Ninety-Nine Year Lease and Membership Certificate in Smiley Park Country Club shall be a Member of the Club. A Member shall be entitled to one Membership for each Property which he or she owns or leases. Membership shall be appurtenant to, and may not be separated from, the fee ownership of any Property, or any Lease interest in a Property which is subject to assessment by the Club. Ownership or Lease holdership of such Property shall be the sole qualification for membership. Transfer of ownership or Lease holdership to a Property shall automatically transfer membership in the Club. No Lease may be transferred, assigned or subleased without prior written approval of the Club, and the Club may require execution of a new Lease by any proposed transferee. In the event of a foreclosure of a Leasehold interest by a bona fide mortgagor or other bona fide lender, the Club hereby consents to the full assignment of the Lease and Membership appurtenant thereto, to the foreclosing mortgagor or lender, on the condition that any and all past due assessments are brought current by the foreclosing mortgagor or lender.

Section 5. Use of Common Area Facilities. Common Area recreational facilities may be used only by Members in Good Standing, their immediate family members, and by guests of Members in Good Standing, subject to any limitation on the use of the Common Area facilities, including restrictions on the number of guests or members, established by the Board of Directors. Members in Good Standing may assign their rights to use the Common Area recreational facilities to their tenants. Any such assignment shall extinguish the right of the Member to use the Common Area recreational facilities. Unless such assignment is filed with the Secretary of the Club or its designated agent, tenants will not be permitted to use the Common Area recreational facilities.

Section 6. Voting Rights. All Members in Good Standing shall be entitled to one (1) vote per Membership as defined in Article IV, Section 3, above. When more than one (1) person holds an interest in any Property, all such persons shall be entitled to all rights and privileges of membership. The vote for such Membership shall be exercised as its Owners collectively determine, but in no event shall any vote be split or divided into fractions.

Section 7. Suspension of Rights and Privileges. The Board of Directors may suspend a Member's privileges, including the right to vote and/or the right to use the Common Area recreational facilities, and declare that the Member is not a Member in Good Standing for any violation of this Declaration (including failure to pay all duly levied assessments, late charges or collection costs) or any Rules and Regulations adopted by the Club's Board of Directors, by the Owner, his family, guest, licensee, lessee or invitee. No suspension shall take effect unless and until the Member is given notice of the violation, and an opportunity for a hearing.

Section 8. Water Services. The Club shall make Water Services available to all Members in Good Standing upon request, for any Homesite where all sanitary facilities meet the standards of the County of San Bernardino. The Member shall be obligated to pay for the installation and cost of any water meter, any

appurtenant shut off valves, the cost of any and all water provided to such Member's Homesite, any taxes or penalty assessments levied in connection with such Water Services by any public utility or entity, and a proportionate share of the costs to maintain, repair, replace or install equipment, facilities, wells, water storage facilities and/or other apparatus owned by the Club for the purpose of providing Water Services. Such amounts shall be charged as Reimbursement Assessments, and as such shall become the personal obligation of the Member in addition to the same becoming a lien upon the Owner's Property.

V.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Covenant to Pay Assessment. Each Owner of any Property, by acceptance of a Deed or Lease therefor, whether or not it shall be so expressed in such Deed or Lease, is deemed to covenant and agree to pay to the Club: (a) Regular Assessments, (b) Special Assessments and (c) Reimbursement Assessments, all such assessments to be established and collected as hereinafter provided. The Regular Assessments shall be in an amount sufficient to include an adequate reserve fund (as determined by the Board) for maintenance, repairs and replacement of the Common Area and the Improvements located thereon. All such assessments, together with interest, collection costs and reasonable attorneys' fees, shall be a continuing lien against each Property and shall also be the personal obligation of the Owner of such Property at the time the assessment fell due. For the purposes of this section, the grantee or transferee of any Property shall be presumed to be the Owner thereof from and after the date reflected in a Deed as the execution date, whether or not such Deed is recorded on that date, or from and after the stated effective date of any Lease, or if no effective date is set forth therein, the date that the Lease is executed.

Section 2. Purpose of Assessments. The assessments levied by the Club shall be used to promote the recreation, health, safety and welfare of the residents of the Park and for the improvement, operation and maintenance of the Common Areas and the performance of the duties of the Club, as set forth in this Declaration, the Bylaws and Articles of Incorporation.

Section 3. Amount of Regular Assessments. The Board of Directors shall fix the amount of Regular Assessments at least forty-five (45) days in advance of each fiscal year of the Club. Written notice of the amount of the Regular Assessments against each Property shall be sent to every Owner. The due dates shall be established by the Board of Directors. In the event the Board shall determine at any time that the estimate of the Regular Assessment for the current fiscal year is, or will become, inadequate to meet the expenses of the Club for any reason, it shall determine the approximate amount of such inadequacy and issue a supplemental estimate of the total Club expenses and determine the revised amount of the Regular Assessment against each Owner. The Regular Assessments against each Property shall not be increased by more than twenty percent (20%) over the Regular Assessments for the preceding year without the vote or written consent of a majority of a quorum of the Members.

Section 4. Special Assessments. In addition to Regular Assessments authorized above, the Club may levy, in any fiscal year, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, restoration, repair or replacement of a capital improvement within the Common Area, including fixtures and personal property related thereto, or any other action, obligation, or undertaking on behalf of the Club, provided that any Special Assessment, the levying of which would cause the aggregate amount of Special Assessments for that fiscal year to exceed five percent (5%) of the budgeted gross expenses of the Club for that fiscal year must be approved by the vote or written assent of a majority of a quorum of Members of the Club at a meeting duly called for that purpose or by written ballot. The foregoing limitation on Special Assessments shall not apply to any Reimbursement Assessment which is authorized by the provisions of this Declaration.

Section 5. Reimbursement Assessments. The Club may, by action of the Board of Directors, levy a Reimbursement Assessment against any Owner who fails, or whose family members or guests fail to comply with the provisions of this Declaration, the determinations of the Architectural Committee, the Club's Articles or Bylaws, or any rules and/or regulations adopted by the Board of Directors, if such failure results in the expenditure of monies by the Club in carrying out its functions hereunder or for purposes of collecting any fines which may be levied by the Club as well as for the purpose of reimbursing the Club for costs incurred in the repair of damage to Common Area and/or any Improvement or facility thereon. Such Reimbursement Assessment shall be due and payable to the Club when levied.

Section 6. Notice and Quorum for Meetings Called Under Sections 3 and 4. Written notice of any meeting called to approve an increase in Regular Assessments greater than twenty percent (20%) under Section 3 or a Special Assessment greater than five percent (5%) of the budgeted gross expenses under Section 4 shall be sent to all Members not less than ten (10) days, nor more than sixty (60) days, in advance of the meeting. At any such meeting called, the presence of Members, or of proxies entitled to cast more than fifty percent (50%) of all of the votes of the membership, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same quorum requirement.

Section 7. Uniform Rate of Assessment. Regular and Special Assessments must be fixed at a uniform rate for all Properties and may be collected on a quarterly basis, unless some other period for collection is adopted by the Board.

Section 8. Reserves. The Regular Assessments shall include reasonable amounts, as determined by the Board, collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Area, the Improvements located thereon or any other appropriate purpose as determined by the Board. All amounts collected as reserves, whether pursuant to this section or otherwise, shall be held by the Board in a separate bank account to be held for the purposes for which they were collected and are to be segregated from any other funds of the Club. Such reserves shall be deemed a contribution to the capital account of the Club by the Members.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Club. Each Owner of Property is and shall be deemed to covenant and agree to pay to the Club each and every of the assessments provided for in this Declaration and agrees to the enforcement of all such assessments in the manner herein specified. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, the Articles, Bylaws or any rules and regulations adopted by the Board, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. A late charge of ten dollars (\$10.00) or ten percent (10%) of the assessment amount, whichever is greater, shall accrue for any assessment which is not paid within fifteen (15) days after the date on which it becomes due. Delinquent assessments and other amounts shall bear interest commencing thirty (30) days from the due date of the assessment, at the maximum rate allowed by law. In addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law or in equity, and without any limitation of the foregoing, by either or both of the following procedures:

(a) **Enforcement by Suit.** By commencement and maintenance of a suit at law against any Owner or Owners personally obligated to pay assessments for such delinquent assessments as to which they are personally obligated, such suit to be maintained in the name of the Club. Any judgment rendered in any such action shall include the amount of the delinquent assessments, together with late charges, costs of collection, court costs and reasonable attorneys' fees, and interest thereon as provided for herein. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

(b) Enforcement by Lien. There is hereby created a claim of lien, with power of sale, on each and every Property within the Park to secure payment to the Club of any and all assessments levied against any and all Owners of such Property pursuant to this Declaration, together with late charges and interest thereon as provided for in this Declaration, and all costs of collection which may be paid or incurred by the Club in connection therewith, including reasonable attorneys' fees. At any time after the occurrence of any delinquency in the payment of any such assessment, the Board, or any authorized representative thereof, may make a written demand for payment to the delinquent Owner. Said demand shall state the date and amount of the delinquency. Each delinquency shall constitute a separate basis for a demand, or claim of lien, or a lien, but any number of defaults may be included within a single demand or claim of lien, and any demand, or claim of lien, or lien on account of prior delinquencies shall be deemed to include subsequent delinquencies and amounts due on account thereof. If such delinquency is not paid after delivery of such demand, the Board, or its duly authorized representative, may thereafter elect to file and record a claim of lien on behalf of the Club against the Property of the defaulting Owner in the Office of the County Recorder of San Bernardino County. Such claim of lien shall be executed and acknowledged by any officer of the Club, or an authorized agent designated by the Board, and shall contain substantially the following information:

- (1) The name(s) of the Record Owner(s) and/or any Leaseholder;
- (2) The legal description of the Property against which the claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, late charges, interest thereon, collection costs and estimated attorneys' fees (with any proper offset allowed);
- (4) If applicable, the name and address of the trustee authorized by the Club to enforce the lien by sale;
- (5) That the claim of lien is made by the Club pursuant to this Declaration; and
- (6) That a lien is claimed against said Property in an amount equal to the amount stated, together with all other amounts becoming due from time to time in accordance with this Declaration.

Upon such recordation of a duly executed original or copy of such a claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the Club as a lien upon the Property against which such assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of this Declaration. Any such lien may be foreclosed by appropriate action in court, or in the manner provided by the California Civil Code, for the foreclosure of a deed of trust with power of sale, or in any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Club, or any title company authorized to do business in California, as trustee for the purpose of conducting such power of sale foreclosure. The lien provided for herein shall be in favor of the Club and shall be for the benefit of all other Owners and shall secure payment of all sums set forth in the claim of lien, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said claim of lien. The Club shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Property. Reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed and/or awarded to the Club to the extent permitted by law. Each Owner of Property within the Park, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner. Upon the timely curing of any default for which a claim of lien was filed by the Board and the payment of all sums secured by the lien created by the recordation of such claim of lien, the Club shall record an appropriate release of such claim of lien in the Office of the County Recorder of San Bernardino County, California. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or abandonment of his Property.

Section 10. Subordination to Certain Trust Deeds. The lien for the assessments provided for herein, in connection with a given Property, shall not be subordinate to the lien of any deed of trust or mortgage, except the lien of a deed of trust or mortgage, or contract of sale given and made in good faith and for value that is of record as an encumbrance against such given Property prior to the recordation of a claim of lien for the assessments provided for in this Declaration against such given Property (such deed of trust or mortgage being hereinafter referred to as a "prior deed of trust"). The sale or transfer of any Property shall not affect any

assessment lien created pursuant to the terms of this Declaration to secure assessments becoming due, whether prior to, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent assessments as provided for by Section 1 of this article; provided, however, that the sale or transfer of any Property, pursuant to a judicial foreclosure based on a senior encumbrance or foreclosure by power of sale of a prior deed of trust, shall extinguish any assessment lien which has attached and become effective with regard to the Property being so transferred prior to the time of such sale or transfer, and shall prohibit the recordation of any assessment lien against such Property on account of assessments which became due prior to the date of such sale or transfer; provided, further, that there shall be a lien on the interests of the purchaser at such sale which shall attach, be created and become effective and be foreclosed in accordance with this Declaration and which shall secure all assessments becoming due after the date of any such sale or transfer. For the purpose of this Section, a sale or transfer of a Property shall occur on the date of execution of a deed or other instrument of title evidencing the conveyance of title to the Property.

VI.

DUTIES AND POWERS OF THE CLUB

Section 1. General Powers of the Club. All powers relating to the management, operation and maintenance of the Common Area, as well as certain rights, duties and powers relating to the Properties, as set forth herein, shall be vested in the Club and in its Board of Directors. The specific and primary purposes and powers of the Club and its Board of Directors are to provide for the operation, control, repair, maintenance, improvement and restoration of the Common Areas; provide architectural control of the Properties; provide for recreational activities of the Members; and to enforce the provisions of this Declaration and the Club's Articles and Bylaws, rules and regulations, and any other instruments relating to the management and control of the Park. The Club shall also have the authority to initiate and execute disciplinary proceedings against Members of the Club for violations of provisions of this Declaration, the Articles of Incorporation, Bylaws, or any of the Club's rules and regulations in accordance with the procedures set forth in this Declaration. The Board of Directors shall have the power to levy a monetary penalty, or impose any other disciplinary action against any Member as a result of such Member's failure to comply with the terms of this Declaration, the Club's Bylaws, or any rules and/or regulations adopted by the Club, provided notice and an opportunity for a hearing is provided to the Member prior to any such monetary penalty or other disciplinary action taking effect. The Club may do any and all other acts and things that a nonprofit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs or for the purpose of meeting its duties as set forth in this Declaration. The Club, through its Board of Directors, shall have the authority to delegate its powers to committees, officers of the Club or its employees.

Section 2. Contracts of the Club. The Club shall have the right and power to employ or engage a manager, and other employees or agents, and contract for such services, labor and materials as it may deem reasonable or necessary to operate and maintain the Club, the Common Area and the Improvements in the Park, and to discharge its other duties as herein provided. Any agreement for professional management of the Club must provide that the management contract may be terminated by either party, without cause or payment of a termination fee, upon thirty (30) days' written notice, and the term of such management contract shall not exceed one (1) year.

Any contract for a new expenditure which shall exceed 10% of the Club's budget for that year shall be reviewed in open session by the Board of Directors before the contract is finalized. As used in this section, the term "new expenditure" shall refer to expenditures for new services (i.e., services for which the Club has not contracted for or review in the past) or for construction of new improvements upon the Common Area. Contracts which would be subject to payment from reserve account(s), such as the repair or replacement of existing facilities and/or equipment need not be reviewed in open session.

Section 3. General Duties of Club. In addition to the duties and powers enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, and subject to the limitations on the power of the Board as set forth in Sections 4 and 5 of this Article, the Club, acting through the Board, shall:

- (a) Own and maintain all Common Areas, including Greenbelt Areas within the Park, and control the development of the Park so that at least a majority of the total land owned by the Club is reserved as Common Area;
- (b) Provide a system of Roadways and provide a general framework for ingress and egress to the Properties and to the Common Area facilities;
- (c) Maintain such policy or policies of insurance as may be required by law, Article VIII, below, or as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Club and its Members, including, but not limited to, hazard and liability insurance, fidelity bonds, worker's compensation, and officers' and directors' liability insurance.
- (d) Develop water sources, whether within or outside the Park, operate a water storage and distribution system for fire protection and domestic use by the Members of the Club;
- (e) Make efforts to maintain and improve the existing environment utilizing conservation and agricultural practices on the Common Areas, which enhance the pine/oak forest;
- (f) Develop and maintain an appropriate fuel break surrounding the Park;
- (g) Maintain all drainage and/or flood control facilities and easements owned by the Club, if any;
- (h) Pay taxes and assessments imposed upon the Club, including those which are, or could become, a lien on the Common Area, if any, or some portion thereof; and
- (i) Prepare budgets and financial statements for the Club and its Members as prescribed by law or in the Bylaws of the Club.

Section 4. Restrictions on Power of the Board. The Club shall be prohibited, without the prior vote or written assent of a majority of the voting power of the Club, from selling or otherwise transferring, during any fiscal year of the Club, any property (real or personal) of the Club having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Club for the fiscal year. The Club shall be prohibited from paying compensation to members of the Board or to officers of the Club for services performed in the scope of such director's duties as a member of the Board, or such officer's duties as an officer; provided, however, that the Board may cause a member of the Board or officer to be reimbursed for Board approved expenses incurred in carrying on the business of the Club. Nothing in this section shall prohibit limited compensation to a director or officer for services performed, or goods provided to the Club outside the scope of that person's position on the Board or office.

Section 5. Limitation on Board Authority to Contract. The Board of Directors shall not enter into any contracts for goods or services with a duration greater than one (1) year without the vote or written consent of a majority of the voting power of the Club with the following exceptions: (a) a contract with a public utility company; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; or (b) prepaid casualty and/or liability insurance policies of not to exceed three (3) years' duration, provided that the policy permits for short rate cancellation by the insured.

Section 6. Rules and Regulations. The Board shall have the power to adopt, amend and repeal such rules and regulations as it deems reasonable, which may include the establishment of a system of fines and penalties. The rules of the Club shall govern such matters in furtherance of the purposes of the Club, including, without limitation, the use of the Common Areas; provided, however, that the rules of the Club may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. Any rule of the Club which imposes a system of fines or penalties must provide that the Owner who has allegedly violated such rule be given notice and the opportunity to be heard by the Board, with respect to the alleged violations, before imposition of a fine. A copy of the rules of the Club, as they may from time to time be adopted, amended or repealed or a notice setting forth the adoption, amendment or repeal of specific portions of the rules of the Club, shall be delivered to each Owner in the same manner established in this Declaration

for the delivery of notices. Upon completion of the notice requirements, said rules of the Club shall have the same force and effect as if they were set forth in, and were part of, this Declaration and shall be binding on the Owners and their successors-in-interest whether or not actually received thereby. The rules of the Club, as adopted, amended or repealed, shall be available, at the principal office of the Club, to each Owner upon request. In the event of any conflict between any such rules of the Club and any other provisions of this Declaration or the Articles or Bylaws, the provisions of the rules of the Club shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such conflict.

Section 7. Entry Onto Homesites. The Club and its representatives shall have the power but not the duty to enter upon any Homesite without being liable to any Owner, for the purpose of enforcing by peaceful means the provisions of this Declaration, the Articles, Bylaws or any of the Club's rules and regulations, or for the purpose of maintaining any such Homesite, if for any reason whatsoever the Owner thereof fails to maintain any such Homesite as required by this Declaration, the Articles, Bylaws or any of the Club's rules and regulations. Any such entry shall be made only after notice of a hearing is given to the Owner, and such Owner is given an opportunity to be heard by the Board, provided, however, under emergency conditions, the Owner of any such Homesite shall be deemed to have waived the requirement of prior notice and hearing, and shall be further deemed to have consented to such emergency entry; there shall be presumed to be an emergency upon adoption of a resolution by the Board of Directors to that effect. The cost of any such maintenance shall be assessed against such Owner as a Reimbursement Assessment. Notwithstanding the foregoing, the Club shall have the right to enter onto any Homesite, without prior notice to the Owner thereof, for the purposes of reading water meters and to investigate and/or cure water leak and/or any potential tree or insect infestation which may affect the health or safety of residents within the Park. Nothing in this section shall authorize any person acting on behalf of the Club to enter into any residential dwelling without prior approval or consent by the Owner and/or resident thereof.

VII.

MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. Maintenance Obligations of Owners. Subject to the duty of the Club to provide certain maintenance obligations set forth in Section 2 of this article, and subject to the provisions of this Declaration regarding Architectural Committee approval, it shall be the duty of each Owner, at his or her sole cost and expense, to maintain, repair, replace and restore his or her Homesite, and all Improvements thereon, in a neat, sanitary and attractive condition. In the event that any Owner shall permit his or her Homesite, or any Improvement thereon to fall into disrepair or to be maintained so as to create a dangerous, obstructed, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Board may seek any remedy, at law or in equity or pursuant to this Declaration, which it may have to make repairs or conduct maintenance as provided in Article VI, Section 7 of this Declaration. All Homesites must be kept clear of weeds, trash and debris.

Section 2. Maintenance Obligations of the Club. The Club shall maintain, or provide for the maintenance of, all of the Common Area and all Improvements thereon, including recreational facilities, Roadways and parking areas, in good order and repair. With respect to the Common Area, there is reserved an easement in favor of the Club and it assigns to enter upon the Properties for the purposes of maintaining, improving or repairing such Common Areas. No Improvement, landscaping, excavation or work shall be done on any Common Area by any person or entity other than the Club, or its authorized agent, without the prior approval of the Board of Directors or authorized agent of the Board.

VIII. **INSURANCE**

Section 1. Types. The Club, to the extent available, shall obtain, and continue in effect, in its own name, the following types of insurance:

(a) A comprehensive policy of public liability insurance covering the Common Areas, with a limit of not less than three million dollars (\$3,000,000.00) for claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against such risks as shall customarily be covered or available with respect to planned unit developments and shall contain an endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts or omissions of the Club or other Owners;

(b) A policy of fire and casualty insurance with extended coverage for the full replacement value of the Common Area Improvements, without deduction for depreciation, and clauses waiving subrogation against Owners and the Club and persons upon the Properties with the permission of an Owner, such insurance to afford protection against loss or damage by fire and other hazards covered by the standard extended coverage policy of hazard insurance;

(c) Fidelity coverage against dishonest acts on the part of directors, officers, employees or volunteers who handle, or who are responsible to handle, the funds of the Club, and such fidelity bonds shall name the Club as obligee and shall be written in an amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Club, including reserves; and

(d) Directors' and officers' liability insurance for negligent acts or omissions by directors and officers of the Club acting in that capacity, with a limit of not less than one million dollars (\$1,000,000.00).

Section 2. Waiver by Members. As to each of said policies which will not be voided or impaired thereby, the Members hereby waive and release all claims against the Club, the Board, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of, or breach of, any agreement by said persons, but only to the extent such claims exceed the insurance proceeds, if any, received in compensation for such losses.

Section 3. Other Insurance; Annual Review. The Club may purchase such other insurance as is required or as it may deem necessary, including, but not limited to, worker's compensation or errors and omission insurance. The Board shall annually determine whether the amounts and types of insurance it has obtained provide adequate coverage for the Club in light of inflation; practice in the area in which the Park is located, or any other factor which tends to indicate that either additional insurance policies or increased coverage under existing policies are necessary or desirable to protect the interests of the Club. If the Board determines that increased coverage or additional insurance is appropriate, it shall obtain the same.

Section 4. Premiums and Proceeds. Insurance premiums for any such blanket insurance coverage obtained by the Club, and any other insurance deemed necessary by the Club, shall be an expense to be covered by the Regular Assessments levied by the Club. The Club is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. A majority of the directors of the Club may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on the Club and the Members.

Section 5. Payment of Taxes and Insurance Premiums. Owners or holders of first trust deeds for any Property within the Park may, jointly or singly, pay taxes or other charges which are in default and which have become a charge or lien against any Common Area property, if any, and may pay overdue premiums on hazard insurance policies or secure hazard insurance coverage upon the lapse of a policy for any Common Area property, and the Owners or mortgagees making such payments shall be owed reimbursement therefor from the Club.

IX.
DAMAGE AND DESTRUCTION AFFECTING COMMON AREA

Section 1. Consent of Owners to Rebuild. If all or any significant portion of the Common Area is damaged or destroyed by fire or other casualty, then neither the Board, the Club nor any agent or employee thereof shall be required or permitted to take any action to repair or rebuild the damaged portions, or to cause the damaged portions to be repaired or rebuilt without the written consent of at least a majority of the Members as to the manner of repair or reconstruction and the payment therefor, except as provided in Section 2 of this article, in the event adequate insurance proceeds and/or reserves are available as set forth therein.

Section 2. No Consent Required With Adequate Insurance. Notwithstanding anything contained in Section 1, above, to the contrary, if the cost of repairing or rebuilding the portion of the Common Area so damaged or destroyed does not exceed the amount of insurance proceeds available to the Club, specific grant funding or amounts held in the Club's reserve account for that Improvement(s), the Board shall be authorized, without the consent or approval of the Members, to contract to repair or rebuild the damaged portions of the Common Area substantially in accordance with the original plans and specifications therefor. In the event any excess insurance proceeds remain or in the event of a decision by the Club not to reconstruct or replace such damages or destroyed Improvements, the Board, in its sole discretion, may retain such sums in the general funds of the Club or distribute pro rata per Homesite all or a portion thereof to the Owners.

X.
EMINENT DOMAIN

The term "taking," as used in this article, shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened or actual taking of all or any portion of the Common Area or the Improvements thereon, the Owners hereby appoint the Board and such persons as the Board may delegate to represent all of the Owners in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and notwithstanding any other provision of this Declaration to the contrary, shall be entitled to make a voluntary sale or transfer to the condemnor in lieu of engaging in a condemnation action, but shall provide no less than 45 days' notice (by first class mail) to the Members that such action is contemplated. Any awards received on account of the taking shall be paid to the Club. In the event of a taking of less than all of the Common Area, the rules as to restoration and replacement of the Common Area and the Improvements thereon shall apply as in the case of destruction of Improvements upon the Common Area. In the event of a taking by Eminent Domain, the Board may, in its sole discretion, retain any award in the general funds of the Club or distribute pro rata per Homesite all or a portion thereof to the Owners. The rights of an Owner and the institutional holder of a mortgage on his Property as to such pro rata distribution shall be governed by the provisions of the mortgage encumbering each such Property.

XI.
ARCHITECTURAL REVIEW

Section 1. Composition of the Architectural Committee. The Architectural Committee shall consist of up to three (3) members (as set from time to time by resolution of the Board), at least one of which must be a member of the Board of Directors. The Board of Directors shall have the power to appoint, remove or replace all or any of the members of the Architectural Committee.

Section 2. Review of Plans by Architectural Committee. The Architectural Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Declaration and perform such other duties as are specified in this Declaration or are from time to time assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. No construction, alteration, grading, addition, excavation, modification, decoration, redecoration, or reconstruction of an Improvement shall be commenced or maintained by any Owner until the

plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the Architectural Committee and approved in writing by the Architectural Committee. The Owner shall obtain a written receipt for the plans and specifications from an authorized agent of the Architectural Committee. The Architectural Committee shall approve plans and specifications submitted for its approval only if it deems that (a) the construction, alterations, or additions contemplated thereby in the locations indicated are consistent with any architectural guidelines adopted by the Architectural Committee or the Board of Directors, and will not be detrimental to the appearance of the surrounding area or the Park as a whole, (b) the appearance of any structure affected thereby will be in harmony with the surrounding structures, (c) the construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Park or the enjoyment thereof by the Members, (d) the construction will not unreasonably interfere with existing views from any adjacent Homesite or Common Area, and (e) the upkeep and maintenance thereof will not become a burden upon the Club.

The Architectural Committee may condition its approval of proposals or plans and specifications for any Improvement (1) upon the agreement by the applicant to furnish to the Club a bond or other security acceptable to the Board of Directors in an amount reasonably sufficient to (i) assure the completion of such Improvement or the availability of funds adequate to remedy any nuisance or unsightly conditions occurring as a result of the partial completion of such Improvement, and (ii) to protect the Club and the other Owners against mechanic's liens or other encumbrances which may be recorded against their respective interests in the Property or any other Property within the Park as a result of such work; (2) on such changes therein as it deems appropriate; (3) upon the agreement by the applicant to grant appropriate easements to the Club for inspection of the Improvement; (4) upon the agreement of the applicant to reimburse the Club for the cost of inspection; (5) upon the agreement of the applicant to replace any removed trees as may be designated by the Architectural Committee; or all five conditions, or as many of them as deemed appropriate by the Architectural Committee, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Architectural Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee to accompany any application for approval, or stating additional factors which it will take into consideration in reviewing submissions. The Architectural Committee may provide that the amount of such fee shall be uniform, or that it may be determined in any other reasonable manner, such as based upon the reasonable cost of the construction, alterations or additions contemplated or the cost of architectural or other professional fees incurred by the Club in reviewing plans.

The Architectural 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, landscaping plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications, the Architectural Committee may postpone review of any plan submitted for approval. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the applicant at the address set forth in the application for approval, within thirty (30) days after receipt by the Architectural Committee of all materials required by the Architectural Committee. Any application submitted pursuant to this section shall be deemed approved, unless written disapproval or a request for additional information or materials by the Architectural Committee shall have been transmitted to the applicant within thirty (30) days after the date of receipt by the Architectural Committee of all required materials.

Section 3. Meetings of the Architectural Committee. The Architectural Committee shall meet regularly as necessary to perform its duties hereunder. The Architectural Committee may from time to time, by resolution unanimously adopted in writing, designate an Architectural Committee Representative (who may, but need not be one of the members of the Architectural Committee) to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of the members of the Architectural Committee, shall constitute an act of the Architectural Committee.

Section 4. No Waiver of Future Approvals. The approval of 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 Architectural 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 whatsoever subsequently or additionally submitted for approval or consent.

Section 5. Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered in connection with their position on the Architectural Committee, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 6. Liability of Architectural Committee and Board of Directors. Neither the Club, the Board or its Members, the members of the Architectural Committee or its representative shall be liable to anyone submitting plans for approval, or to any Owner or Lessee of any Property affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the Architectural Committee for approval agrees, by submission of such plans and every Owner or lessee of any Property agrees, by acquiring title thereto or interest therein, that he or she will not bring any action or suit against the Club, the Board or its Members, the Architectural Committee or its members or representatives, to recover any damage.

Neither the Architectural Committee nor the Board shall be responsible for reviewing, nor shall approval of any plan or design be deemed approval of any plan or design from the standpoint of boundary lines, structural safety or compliance with any building codes.

Section 7. Correction of Deficiencies. Inspection of work and correction of deficiencies therein shall proceed as follows:

(a) The Architectural Committee or its duly appointed representative may at any time inspect any Improvement for which approval of plans is required under this Article. However the Architectural Committee's right of inspection of Improvements for which plans have been submitted and approved shall terminate sixty (60) days after the work of Improvement has been completed and the respective Owner has given written notice to the Architectural Committee of such completion. The Architectural Committee's rights of inspection shall not terminate pursuant to this paragraph if plans for the work of Improvement have not previously been submitted and approved by the Architectural Committee. If, as a result of such inspection, the Architectural Committee finds that such Improvement was done without obtaining approval of the plans therefor or was not done in substantial compliance with the plans approved by the Architectural Committee, it shall notify the Owner in writing of failure to comply with this Article within sixty (60) days from the inspection, specifying the particulars of noncompliance. The Architectural Committee shall have the authority to require the Owner to take such action as may be necessary to remedy the noncompliance.

(b) If, upon the expiration of sixty (60) days from the date of such notification, the Owner has failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice to the Owner, and an opportunity for a hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date that notice of the Board ruling is given to the Owner. If the Owner does not comply with the Board ruling within that period, the Board, at its option, may record a notice of noncompliance and may peacefully remedy the noncompliance, and the Owner shall reimburse the Club, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Club, the Board shall levy a Reimbursement Assessment against such Owner for the reimbursement as provided in this Declaration. The right of the Club to remove a noncomplying Improvement or otherwise remedy the noncompliance shall be in addition to all other rights and remedies which the Club may have at law, in equity, or in this Declaration.

(c) If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with previously submitted and approved plans within sixty (60) days after receipt of such written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with such approved plans.

(d) All construction, alteration or other work shall be performed promptly and as diligently as possible. Construction must be commenced within one hundred eighty (180) days of the date which plans therefor were approved. After commencement of construction, no structure or Improvement shall remain in a partially completed condition any longer than reasonably necessary, and in no case longer than twelve (12) months from the commencement of construction, provided however, that the time for completion may be extended by the Board to account for any period of delays in construction caused by strikes, inclement weather or other causes.

Section 8. Variances. The Board of Directors, in its sole discretion, may authorize variances from compliance with any provision of this Declaration or provisions of any architectural guidelines adopted in accordance with this Article, taking into consideration circumstances such as topography, natural obstructions, hardship, impact on any neighboring Property, the Common Area and the project as a whole, aesthetics and/or environmental considerations, upon written application by a Member in Good Standing. The Board of Directors may establish a reasonable fee for an application for a variance, and/or fee for the issuance of a variance. Any variance must be evidenced in writing, and must be signed by at least a majority of the members of the Board of Directors. If any variance is granted, no violation 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 Owner's obligation to comply with all governmental laws and regulations affecting his use of the Property, including but not limited to zoning ordinances and set-backs or requirements imposed by the County of San Bernardino or any other governmental entity or agency.

Section 9. Penalties for Failure to Obtain Prior Approval for Improvement. If any Owner fails to submit plans and obtain approval from the Architectural Committee as required by this Article, that Member may be subject to a monetary penalty in such amount as is set forth in the Club's schedule of monetary penalties, in addition to any other penalty or action permitted by law or this Declaration, including, but not limited to a daily monetary penalty for each day that work continues after notice to halt and/or correct is given to the Owner.

Section 10. Building Setbacks. No building or Improvement shall be constructed within fifteen (15) feet of any adjacent Roadway and or right of way. Owners must comply with any and all setbacks required by the County of San Bernardino.

Section 11. Fences. No fences, walls and or retaining walls of any kind may be installed or altered without first being approved by the Architectural Committee . Fences and/or hedges defining property boundaries are prohibited. Approval of fencing, walls and retaining walls will be limited in order to maintain open spaces, control water flow, avoid obstruction of Roadway clearance and to preserve the aesthetic nature of the Park.

Section 12. Building Regulations. All buildings, structures and Improvements shall be maintained in a neat, sanitary and safe condition. 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.

Section 13. Solar Panels. Solar panels will be permitted providing plans for the use and installation thereof are first submitted to the Architectural Committee and approval for the same is obtained from the Architectural Committee prior to any construction.

Section 14. Trees. No live tree with a diameter of more than eight (8) inches may be removed without prior written approval of the Board.

Section 15. Excavation. Exposed openings and banks of filled earth resulting from any excavation made in connection with construction of Improvements shall be backfilled and graded to blend into adjacent slope angle.

XII. NOTICES

In each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally or by first class mail. Notice may be delivered or mailed to one of two or more co-owners of Property, or to any general partner of a partnership owning such Property, and shall be deemed delivery to all of the co-owners or to the partnership, as the case may be. In addition, notice mailed or delivered to any officer or agent for the service of process of a corporation owning such Property shall be deemed delivery to the corporation. When notice is mailed, it shall be addressed to an Owner of such Property at the most recent address furnished by the Owner in writing for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Property, or to the address listed on the Deed or Lease for that Property. Any notice so deposited in the mail within San Bernardino County, California, shall be deemed delivered forty-eight (48) hours after such deposit. When notice is personally delivered, it shall be deemed delivered when received by the addressee.

Any notice to be given to the Club shall be personally delivered or sent by first-class mail, registered or certified, return receipt requested, to the Club's principal office, and any notice so deposited in the U.S. mail shall be deemed delivered as of the date shown on the return receipt of the United States Postal Service.

XIII. EASEMENTS AND OWNERS' PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress and of enjoyment in, to and over the Common Area, and Roadways within the Park, which shall be appurtenant to and shall pass with title to every Property, subject to the following provisions:

- (a) The right of the Club to reasonably limit the days/hours of use and/or the number of Owners and/or guests of Owners using the Common Area facilities;
- (b) The right of the Club to establish uniform rules and regulations pertaining to the use of the Common Areas;
- (c) The right of the Club, in accordance with the Articles, Bylaws and this Declaration, with the vote or written assent of two-thirds (2/3) of the voting power of the Members, to borrow money for the purpose of improving the Common Area and the facilities and in aid thereof, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (d) The right of the Club to dedicate, release, alienate or transfer the Common Area to any public agency, authority, utility or other person for such purposes and subject to such conditions set forth herein;
- (e) The right of the Board, after notice and an opportunity to be heard is given to the Member, to suspend the rights and easements of use and enjoyment of any Common Area recreational facilities, by such Member, and the persons deriving such rights and easements from any Member, for any period during which the payment of any assessment or related charge against such Member and his Property remains delinquent, or to impose monetary penalties or suspend such use rights and easements for a reasonable period of time as determined by the Board for any violation of this Declaration, Articles, Bylaws or rules and regulations of the Club, it being understood that any suspension for either nonpayment of any assessment or breach of such restrictions shall not constitute a waiver or discharge of the Member's obligation to pay assessments as provided herein; and
- (f) The right of the Club, acting through the Board, to reasonably restrict access to areas of the Common Area.

Section 2. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Club, nor release the Property or other property owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and/or the facilities thereon or by abandonment of his Property.

XIV. **GENERAL PROVISIONS**

Section 1. Enforcement. The Club, or any Owner or the successor-in-interest of an Owner, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, any amendment hereto, or any of the Club's rules and regulations, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages, attorneys' fees, costs and/or penalties for such violation; provided, however, that with respect to assessment liens and the collection of delinquent assessments and other charges, the Club shall have the exclusive right to the enforcement thereof. The Owner shall be responsible for any and all costs, including attorneys' fees, incurred by the Club in enforcing the Declaration. Failure by the Club or by any Owner to enforce any covenant, condition or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Should any of the covenants contained in this Declaration be void or become unenforceable in law or in equity, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

Section 3. Amendments. This Declaration may be amended only by the affirmative approval of a majority of the Record Owners of the Properties subject hereto, which Properties are identified on Exhibit "1" and on any recorded Notice of Additional Property, and by the affirmative approval of a majority of the Memberships who have agreed to subordinate their Lease to this Declaration; provided, however, that the percentage of voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause. This amendment provision shall not be amended to allow amendments by the assent or vote of less than the prescribed percentage of voting power set forth herein. An amendment or modification shall be effective when (1) executed by the President of the Club, or any other designated Club officer or agent, who shall certify that the amendment or modification has been approved, as herein above provided, and (2) recorded in the Official Records of San Bernardino County, California.

Section 4. Non-liability of Officials. To the fullest extent permitted by law, neither the Board, the Architectural Committee, any other committees of the Club nor any member of such Board or committee shall be liable to any Member of the Club for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence, or the like, made in good faith within which such Board, committees or persons reasonably believed to be within the scope of their duties.

Section 5. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Park as a residential community and for the maintenance of the Common Area. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 6. Singular Includes Plural/Gender. Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine.

Section 7. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance,

either public or private, shall be applicable against every such result and may be exercised by the Club or any Owner. Such remedy shall be deemed cumulative and not exclusive.

Section 8. Conflicts. In case of any conflict between this Declaration and the Articles of Incorporation or Bylaws of the Club, this Declaration shall control.

Section 9. Attorneys' Fees. In the event of any controversy or claim respecting this Declaration or in connection with the enforcement of this Declaration or the Club's rules and regulations, the prevailing party(s) shall be entitled, in addition to all expenses, costs and damages, to recover attorneys' fees, whether or not such controversy or claim is litigated and/or prosecuted to judgment.

Section 10. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale or otherwise. In the event that a bona fide mortgagor or other bona fide lender forecloses a Leasehold interest of a Member, such foreclosing lender may assign said Lease, pursuant to Article IV, Section 4 hereof. If any bona fide lender acquires an interest in a Leasehold by foreclosure or by a conveyance in lieu of foreclosure, such bona fide lender shall be entitled to Water Services, and to the use of the Roadways and other Common Area facilities of the Club, even if such lender is not an approved Member, during a reasonable period of time while said lender is actively pursuing sale or conveyance to an approved Member, provided that such lender pays all assessments, fees and/or charges which accrue for the Property during said period of time. The Club will not impede payment of any insurance proceeds or condemnation award, or funds resulting from a partial taking to any such mortgagor, lender or trustee, to the extent that such mortgagor, lender or trustee may be entitled to the same.

Section 11. The Declaration. By acceptance of a deed or Lease, or by acquiring any ownership or leasehold interest in any of the real property subject to this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferee and assigns, binds himself, his heirs, personal representatives, successors, transferee 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 thereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Club and all present and future Owners.

Section 12. Annexation of Property. Real property which is not part of the Park may be annexed thereto only by the affirmative approval of a majority of the Record Owners of the Properties subject hereto, which Properties are identified on Exhibit "1" and on any recorded Notice of Additional Property, and by the affirmative approval of a majority of the Memberships who have agreed to subordinate their Lease to this Declaration. Any such annexation of property shall be effective following such approval by the Record Owners and eligible Members, upon the recordation of a Declaration of Annexation in the Official Records of San Bernardino County, which Declaration of Annexation must recite that the annexation was approved by the requisite percentage of the Record Owners and eligible Members and that the annexed property is subject to all of the covenants, conditions and restrictions set forth in this Declaration, and any and all amendments hereto. Lots within the Park, which are not Homesites, may become a Homesite, and a part of the Properties, only by the affirmative approval of a majority of the Record Owners of the Properties subject hereto, which Properties are identified on Exhibit "1" and on any recorded Notice of Additional Property, and by the affirmative approval of a majority of the Memberships who have agreed to subordinate their Lease to this Declaration.

Section 13. Subordination of Deeds and Leases. By virtue of approval of this Declaration by a Member, said Member agrees to subordinate his or her ownership and/or leasehold interest in his or her Homesite, and his or her Membership interest in the Club to this Declaration, and any amendments or supplements thereto which may be hereafter recorded, the Bylaws of Smiley Park Country Club dated October 1, 1994, and any amendments or supplements thereto, the Articles of Incorporation of Smiley Park Country Club filed with the Secretary of the State of California on October 26, 1923, as Instrument No. 166195, and any amendments or supplements thereto, even if such document is adopted or recorded later in time than the Member's deed or Lease, and agrees that the Declaration shall be and remain at all times a lien or charge on the Member's Homesite, superior to the Member's deed or Lease therefor.

IN WITNESS WHEREOF, the undersigned Club has hereunto set its hand and seal this 24 day of Feb., 2004 ya

SMILEY PARK COUNTRY CLUB

By: K. Newb
Its President

By: Judith Quint
Its Secretary

CERTIFICATE OF PRESIDENT

The undersigned, being the duly appointed President of the Smiley Park Country Club, a California nonprofit corporation, does hereby certify that the foregoing Declaration of Covenants, Conditions and Restrictions for Smiley Park Country Club has been duly approved and adopted by the requisite percentage of the membership of said Club.

Date: 2-5-04

K. Newb
President, Smiley Park Country Club

CERTIFICATE OF SECRETARY

The undersigned, being the duly appointed Secretary of the Smiley Park Country Club, a California nonprofit corporation, does hereby certify that the foregoing Declaration of Covenants, Conditions and Restrictions for Smiley Park Country Club has been duly approved and adopted by the requisite percentage of the membership of said Club.

Date: 2-24-04

Judith Quint
Secretary, Smiley Park Country Club

ACKNOWLEDGMENT

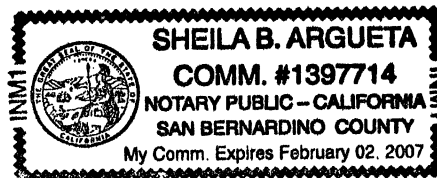
STATE OF CALIFORNIA)
San Bernardino) ss.
COUNTY OF ~~RIVERSIDE~~)

On this 5th day of February, 2004, before me, Sheila B. Argueta,
a Notary Public, State of California, duly commissioned and sworn, personally appeared
Keith Newlin 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 acknowledged to me that (he/she/they) executed the same in
(his/her/their) authorized capacit (-y/-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.

Sheila B. Argueta

Notary Public, State of California



ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On this 24 day of February, 2004, before me, Sheila B. Argueta,
a Notary Public, State of California, duly commissioned and sworn, personally appeared
Judeth Ammann 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 acknowledged to me that (he/she/they) executed the same in
(his/her/their) authorized capacit (-y/-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.

Sheila B. Argueta

Notary Public, State of California

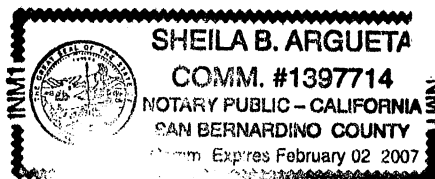


EXHIBIT "1"

The property encumbered by this Declaration of Covenants, Conditions and Restrictions is the following real property located in a portion of Section 6, Township 1 North, Range 2 West, located in Running Springs, County of San Bernardino, California; as plotted on Assessor's Map No. 10, Book 296, Pages 5 through 18, for San Bernardino County:

Those certain lots and parcels in Block 1 described as:

All those lots within Parcels 1 through 25, inclusive, except those portions upon which Fredalba Road lies; Parcels 28 through 34, inclusive; all of the lots within Parcels 37 and 38; Lots A and B of Parcel 39; Lots A through D, inclusive, of Parcels 40 and 41, except those portions upon which Fredalba Road lies.

Those certain lots and parcels in Block 2 described as:

Lots A through D, inclusive, in each of Parcels 14 through 16, inclusive, except those portions upon which Fredalba Road lies; Lots A through D, inclusive, of Parcel 19, except those portions upon which Fredalba Road lies; Lots A and B, of Parcel 20, except those portions upon which Fredalba Road lies; Lots A and B, of Parcel 21, except those portions upon which Fredalba Road lies; Lots A through D, inclusive, of each of Parcels 22 through 27, inclusive, except those portions upon which Fredalba Road lies; Lots C and D, of Parcel 28; Lots C and D of Parcel 29; Lots C and D of Parcel 30; Lots A through D, inclusive, of each of Parcels 31 through 41, inclusive; Lots A through C, inclusive, of Parcel 42; Lots A and B of Parcel 43; Lots A through D, inclusive, of Parcel 44; Lots A through C, inclusive of Parcel 45.

Those certain lots and parcels in Block 3 described as:

Lots A through D, inclusive, in each of Parcels 4 through 9, inclusive, except those portions upon which Fredalba Road lies; Lots A through D, inclusive, in each of Parcels 13 through 36, inclusive, except those portions upon which Fredalba Road lies; Lots A, B and D of Parcel 37; that portion of Lot C of Parcel 37 which lies north of Oakleaf Lane; Lots A through D, inclusive, in each of Parcels 38 through 45, inclusive.

Those certain lots and parcels in Block 4 described as:

Lots A through D, inclusive, in each of Parcels 1 through 45, inclusive, except those portions upon which Fredalba Road lies.

Those certain lots and parcels in Block 5 described as:

Lots A through D, inclusive, in each of Parcels 1 through 45, inclusive, except those portions upon which Fredalba Road lies.

Those certain lots and parcels in Block 6 described as:

Lots A through D, inclusive, in each of Parcels 1 and 2, except those portions upon which Fredalba Road lies; Lots A and C, of Parcel 3, except those portions upon which Fredalba Road lies; Lots A through D, inclusive, in each of Parcels 10 and 11, except those portions upon which Fredalba Road lies; Lots A and C, of Parcel 12, except those portions upon which Fredalba Road lies; Lots A through D, inclusive, in each of Parcels 19 through 43, inclusive, except those portions upon which Fredalba Road lies; Lots A and B of Parcel 44; Lots A and B of Parcel 45.

Those certain lots and parcels in Block 7 described as:

Lots A through D, inclusive, in each of Parcels 15 through 19, inclusive, except those portions upon which Fredalba Road lies; Lots A through D, inclusive, in each of Parcels 22 through 27, inclusive, except those portions upon which Fredalba Road lies; Lots A and C, of Parcel 28; Lots A and B, of Parcel 29; Lots A, B and D of Parcel 30; Lots A through D, inclusive, in each of Parcels 31 through 33, inclusive; Lots A and C, of Parcel 34; Lots A, C and D, of Parcel 35; Lots A through D, inclusive, of each of Parcels 36 through 45, inclusive.

All of the lots and parcels in Blocks 8 through 10, inclusive.

Those certain lots and parcels in Block 11 described as:

Lots A through D, inclusive, of each of Parcels 1 through 27, inclusive; Lots A, B and D of Parcel 28; Lots A through D, inclusive, in each of Parcels 29 through 36, inclusive; Lots A through D, inclusive, in each of Parcels 38 through 54, inclusive.

Those certain lots and parcels in Block 12 described as:

Lots A through D, inclusive, in each of Parcels 1 through 5, inclusive; Lot A of Parcel 6; those portions of Lots C and D of Parcel 6, lying south of Park Drive; Lots C and D of Parcel 7; Lots B through D, inclusive, of Parcel 8; Lots A and B of Parcel 9; Lots A through D, inclusive, in each of Parcels 10 through 16, inclusive; Lots A, C and D of Parcel 17; Lots A through C, inclusive, of Parcel 18; Lots A through D, inclusive, in each of Parcels 19 through 54, inclusive.

Those certain lots and parcels in Block 13 described as:

Lots A through D, inclusive, in each of Parcels 1 through 9, inclusive; Lots A and B of Parcel 10; Lots A through D, inclusive, in each of Parcels 11 through 37, inclusive; Lots A and B of Parcel 38; Lots A and B of Parcel 39; Lots A, B and D of Parcel 40; Lots A through D, inclusive, in each of Parcels 41 through 45, inclusive; Lots A, C and D of Parcel 46; that portion of Lot B of Parcel 46 which lies south of Panorama Road; Lots C and D of Parcel 47; Lots C and D of Parcel 48; Lots A through D, inclusive, in each of Parcels 49 through 54, inclusive.

All of the lots and parcels in Blocks 14 and 15.

Those certain lots and parcels in Block 16 described as:

Lots A through D, inclusive, in each of Parcels 1 through 6, inclusive; Lots A through C, inclusive, in Parcel 7; Lots A through D, inclusive, in each of Parcels 10 through 14, inclusive; Lots A through C, inclusive, in Parcel 15; Lots A through D, inclusive, in each of Parcels 19 through 54, inclusive.

Those certain lots and parcels in Block 17 described as:

Lots A through D, inclusive, in each of Parcels 2 through 9, inclusive; Lots B through D, inclusive, of Parcel 10; Lots A through D, inclusive, in each of Parcels 11 through 54, inclusive.

All of the lots and parcels in Block 18.

Those certain lots and parcels in Block 19 described as:

Lots A through D, inclusive, in each of Parcels 1 through 6, inclusive; Lots A, C and D, inclusive, of Parcel 7; Lots A through D, inclusive, in each of Parcels 8 through 31, inclusive; Lots A and B of Parcel 32; Lots A and B of Parcel 33; Lots A through D, inclusive, in each of Parcels 34 through 54, inclusive.

Those certain lots and parcels in Block 20 described as:

Lots A through D, inclusive, in each of Parcels 2 through 54, inclusive.

All of the lots and parcels in Blocks 21 through 26, inclusive.

Those certain lots and parcels in Block 27 described as:

Lots A through D, inclusive, in each of Parcels 1 through 52, inclusive; Lots A through D, inclusive, of Parcel 54.

All of the lots and parcels in Blocks 28 through 38, inclusive.

Those certain lots and parcels in Block 39 described as:

Lots C and D of Parcel 1; Lots C and D of Parcel 2; Lots A through D, inclusive, in each of Parcels 1 through 54, inclusive.

All of the lots and parcels in Blocks 40 through 51, inclusive.



BOB DUTTON
ASSESSOR - RECORDER - CLERK

P Counter

MAUREEN MCCORMICK
RECORDING REQUESTED BY
SMILEY PARK COUNTRY CLUB
AND WHEN RECORDED MAIL DOCUMENT TO:

Doc#: 2015-0511382

Titles: 1 Pages: 7



Fees 33.00
Taxes 0.00
Other 0.00
PAID \$33.00

NAME c/o CIC Management
STREET ADDRESS P.O. Box 890
CITY, STATE & ZIP CODE Rancho Cucamonga, CA 91729

SPACE ABOVE FOR RECORDER'S USE ONLY

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SMILEY PARK COUNTRY CLUB

Title of Document

**THIS AREA FOR
RECORDER'S
USE ONLY**

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SMILEY PARK COUNTRY CLUB

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Smiley Park Country Club ("Amendment") is made by Smiley Park Country Club ("Club").

The Club is the owners' association having jurisdiction over that certain development located in the unincorporated area of San Bernardino County, State of California, in Section Six (6), Township One (1) North Range Two (2), West, San Bernardino Base Meridian (excluding portions thereof retained and/or reserved by the original grantee (the Smiley family), and the portion acquired by the Running Springs Water District), as shown on Assessor's Map No. 10, recorded in San Bernardino County on May 8, 1939 (collectively, the "Park").

The Park includes the Properties subject to the Declaration of Covenants, Conditions and Restrictions for Smiley Park Country Club recorded March 3, 2004, as document # 2004-0149567 with the Official Records of San Bernardino County ("CC&Rs"), which Properties are more particularly described in Exhibit 1 attached to this Amendment.

The Properties are currently subject to the CC&Rs. The CC&Rs may be amended by their own terms pursuant to Article XIII, Section 3, by a majority of the Club's total voting power. A majority of the Club's total voting power approved this amendment to Article III, Section 8 of the CC&Rs in voting completed on July 3, 2014.

NOW, THEREFORE, pursuant to the votes of members constituting at least a majority of the Club's voting power, the CC&Rs are hereby amended as follows:

Article III, Section 8 of the CC&Rs is amended to read as follows:

Section 8. Trash. No rubbish, trash, debris, garbage or other waste material shall be kept or permitted in the Park, except in sanitary containers or dumpsters located in appropriate areas screened from view, and no odor shall be permitted to arise therefrom so as to render a Home site, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No lumber, grass, shrub, tree clippings, plant waste, animal waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate within the Park, except within an enclosed structure or when appropriately screened from view. Trash containers shall be exposed to the view from any neighboring Property, or from the Common Area, only when set out for a reasonable period of time (not to exceed a total of twenty-four (24) hours) for scheduled trash collection. No dumping of trash or debris shall be permitted on any Roadway or Common Area. Owners will be held responsible for the cost of removal of any trash or debris placed on the Common Area or any Roadway by said Owner, or by his agent, tenant or employee, by means of a Reimbursement Assessment. The provisions of this Section do not apply to bins, dumpsters or containers that may be located at the clubhouse facility, Club maintenance yard or

EXHIBIT "1"

The property encumbered by the CC&Rs is the following real property located in a portion of Section 6, Township 1 North, Range 2 West, located in Running Springs, County of San Bernardino, California; as plotted on Assessor's Map No. 10, Book 296, Pages 5 through 18, for San Bernardino County:

Those certain lots and parcels in Block 1 described as:

All those lots within Parcels 1 through 25, inclusive, except those portions upon which Fredalba Road lies; Parcels 28 through 34, inclusive; all of the lots within Parcels 37 and 38; Lots A and B of Parcel 39; Lots A through D, inclusive, of Parcels 40 and 41, except those portions upon which Fredalba Road lies.

Those certain lots and parcels in Block 2 described as:

Lots A through D, inclusive, in each of Parcels 14 through 16, inclusive, except those portions upon which Fredalba Road lies; Lots A through D, inclusive, of Parcel 19, except those portions upon which Fredalba Road lies; Lots A and B, of Parcel 20, except those portions upon which Fredalba Road lies; Lots A and B, of Parcel 21, except those portions upon which Fredalba Road lies; Lots A through D, inclusive, of each of Parcels 22 through 27, inclusive, except those portions upon which Fredalba Road lies; Lots C and D, of Parcel 28; Lots C and D of Parcel 29; Lots C and D of Parcel 30; Lots A through D, inclusive, of each of Parcels 31 through 41, inclusive; Lots A through C, inclusive, of Parcel 42; Lots A and B of Parcel 43; Lots A through D, inclusive, of Parcel 44; Lots A through C, inclusive of Parcel 45.

Those certain lots and parcels in Block 3 described as:

Lots A through D, inclusive, in each of Parcels 4 through 9, inclusive, except those portions upon which Fredalba Road lies; Lots A through D, inclusive, in each of Parcels 13 through 36, inclusive, except those portions upon which Fredalba Road lies; Lots A, B and D of Parcel 37; that portion of Lot C of Parcel 37 which lies north of Oakleaf Lane; Lots A through D, inclusive, in each of Parcels 38 through 45, inclusive.

Those certain lots and parcels in Block 4 described as:

Lots A through D, inclusive, in each of Parcels 1 through 45, inclusive, except those portions upon which Fredalba Road lies.

Those certain lots and parcels in Block 5 described as:

Lots A through D, inclusive, in each of Parcels 1 through 45, inclusive, except those portions upon which Fredalba Road lies.

Those certain lots and parcels in Block 6 described as:

Lots A through D, inclusive, in each of Parcels 1 and 2, except those portions upon which Fredalba Road lies; Lots A and C, of Parcel 3, except those portions upon which Fredalba Road lies; Lots A through D, inclusive, in each of Parcels 10 and 11, except those portions upon which Fredalba Road lies; Lots A and C, of Parcel 12, except those portions upon which Fredalba Road lies; Lots A through D, inclusive, in each of Parcels 19 through 43, inclusive, except those portions upon which Fredalba Road lies; Lots A and B of Parcel 44; Lots A and B of Parcel 45.

Those certain lots and parcels in Block 7 described as:

Lots A through D, inclusive, in each of Parcels 15 through 19, inclusive, except those portions upon which Fredalba Road lies; Lots A through D, inclusive, in each of Parcels 22 through 27, inclusive, except those portions upon which Fredalba Road lies; Lots A and C, of Parcel 28; Lots A and B, of Parcel 29; Lots A, B and D of Parcel 30; Lots A through D, inclusive, in each of Parcels 31 through 33, inclusive; Lots A and C, of Parcel 34; Lots A, C and D, of Parcel 35; Lots A through D, inclusive, of each of Parcels 36 through 45, inclusive.

All of the lots and parcels in Blocks 8 through 10, inclusive.

Those certain lots and parcels in Block 11 described as:

Lots A through D, inclusive, of each of Parcels 1 through 27, inclusive; Lots A, B and D of Parcel 28; Lots A through D, inclusive, in each of Parcels 29 through 36, inclusive; Lots A through D, inclusive, in each of Parcels 38 through 54, inclusive.

Those certain lots and parcels in Block 12 described as:

Lots A through D, inclusive, in each of Parcels 1 through 5, inclusive; Lot A of Parcel 6; those portions of Lots C and D of Parcel 6, lying south of Park Drive; Lots C and D of Parcel 7; Lots B through D, inclusive, of Parcel 8; Lots A and B of Parcel 9; Lots A through D, inclusive, in each of Parcels 10 through 16, inclusive; Lots A, C and D of Parcel 17; Lots A through C, inclusive, of Parcel 18; Lots A through D, inclusive, in each of Parcels 19 through 54, inclusive.

Those certain lots and parcels in Block 13 described as:

Lots A through D, inclusive, in each of Parcels 1 through 9, inclusive; Lots A and B of Parcel 10; Lots A through D, inclusive, in each of Parcels 11 through 37, inclusive; Lots A and B of Parcel 38; Lots A and B of Parcel 39; Lots A, B and D of Parcel 40; Lots A through D, inclusive, in each of Parcels 41 through 45, inclusive; Lots A, C and D of Parcel 46; that portion of Lot B of Parcel 46 which lies south of Panorama Road; Lots C and D of Parcel 47; Lots C and D of Parcel 48; Lots A through D, inclusive, in each of Parcels 49 through 54, inclusive.

All of the lots and parcels in Blocks 14 and 15.

Those certain lots and parcels in Block 16 described as:

Lots A through D, inclusive, in each of Parcels 1 through 6, inclusive; Lots A through C, inclusive, in Parcel 7; Lots A through D, inclusive, in each of Parcels 10 through 14, inclusive; Lots A through C, inclusive, in Parcel 15; Lots A through D, inclusive, in each of Parcels 19 through 54, inclusive.

Those certain lots and parcels in Block 17 described as:

Lots A through D, inclusive, in each of Parcels 2 through 9, inclusive; Lots B through D, inclusive, of Parcel 10; Lots A through D, inclusive, in each of Parcels 11 through 54, inclusive.

All of the lots and parcels in Block 18.

Those certain lots and parcels in Block 19 described as:

Lots A through D, inclusive, in each of Parcels 1 through 6, inclusive; Lots A, C and D, inclusive, of Parcel 7; Lots A through D, inclusive, in each of Parcels 8 through 31, inclusive; Lots A and B of Parcel 32; Lots A and B of Parcel 33; Lots A through D, inclusive, in each of Parcels 34 through 54, inclusive.

Those certain lots and parcels in Block 20 described as:

Lots A through D, inclusive, in each of Parcels 2 through 54, inclusive.

All of the lots and parcels in Blocks 21 through 26, inclusive.

Those certain lots and parcels in Block 27 described as:

Lots A through D, inclusive, in each of Parcels 1 through 52, inclusive; Lots A through D, inclusive, of Parcel 54.

All of the lots and parcels in Blocks 28 through 38, inclusive.

Those certain lots and parcels in Block 39 described as:


Lots C and D of Parcel 1; Lots C and D of Parcel 2; Lots A through D, inclusive, in each of Parcels 1 through 54, inclusive.


All of the lots and parcels in Blocks 40 through 51, inclusive.

other Common Areas designated by the Club from time to time as to trash collection, pick-up or storage.

IN WITNESS WHEREOF, Smiley Park County Club executes this Amendment for recording.

SMILEY PARK COUNTRY CLUB

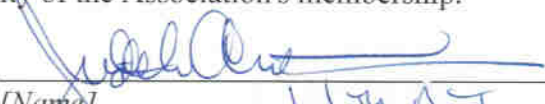
By: 
[Name] Judith Ammann
Its President

By: 
[Name] Mary Zitting
Its Secretary

CERTIFICATE OF PRESIDENT

The undersigned, as the duly appointed President of Smiley Park Country Club, a California nonprofit mutual benefit corporation, hereby certifies that the foregoing Amendment was duly and properly approved by the requisite majority of the Association's membership.

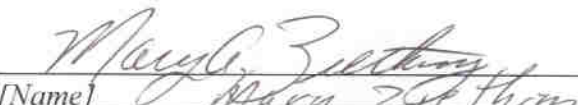
Dated: 5-27-15


[Name] Judith Ammann

CERTIFICATE OF SECRETARY

The undersigned, as the duly appointed Secretary of Smiley Park Country Club, a California nonprofit mutual benefit corporation, hereby certifies that the foregoing Amendment was duly and properly approved by the requisite majority of the Association's membership.

Dated: 5-27-15


[Name] Mary Zitting

[Add Notary Acknowledgment(s)]

ALL-PURPOSE ACKNOWLEDGMENT

Title of Document: Amendment to Declaration. . . .

Date of Document: 5-27-15

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

State of California)
County of San Bernardino)

On 5-27-2015 before me, Eric D. Gomez, Notary Public,
personally appeared Judith Amtmann and Mary Ziehsing,

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

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

WITNESS my hand and official seal.

Signature 

FOR NOTARY STAMP

