

AMENDED AND RESTATED RESTRICTIONS, CONDITIONS,
COVENANTS, AGREEMENTS AND CHARGES
CLEAR LAKE RIVIERA, UNITS 1 THROUGH 13
("DECLARATION")

THIS DECLARATION made by CLEAR LAKE RIVIERA COMMUNITY ASSOCIATION, a California non profit corporation, herein referred to as "Declarant", which is the successor in interest to Clear Lake Riviera, Inc. the private developer who developed the units described below.

WITNESSETH

WHEREAS, Declarant is the community association mandated with the responsibility for enforcing this Declaration for the lots and units described in Exhibit A attached hereto and reflected on maps recorded in the Office of the County Recorder of Lake County, California on the dates described therein

and

WHEREAS, the lots and units described in Exhibit A comprise in the aggregate a single subdivision to which it is desired to apply this Declaration and, accordingly, for purposes of convenience said entire subdivision and all the units therein will be referred to as "lots" or "lot", except in those instances where in it is necessary to describe or identify a specific lot or lots in which event they will be referred to specifically by lot and block number as shown on said maps; and

WHEREAS, it is the desire and intention of Declarant to impose upon the above-described real property mutual, beneficial restrictions, covenants, conditions and charges under a general plan or scheme of improvement for the benefit of all the lands in said units and the owners of said lands as such general plan has been amended by the lot owners;

NOW, THEREFORE, Declarant hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof;

I
TERM

All of the provisions, restrictions, conditions and covenants set forth herein shall affect each and all of the above described lots delineated on said maps, shall run with the land and shall exist and be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of the original recordation hereof, after which time the same shall be extended for successive periods of ten (10) years each; provided, however, that at any time before or after said twenty-five (25) year period has expired, said provisions, restrictions, conditions and covenants may be modified or discontinued by the vote of the then record owners of a majority of the lots covered thereby.

II
MUTUALITY OF BENEFIT AND OBLIGATION

All of said restrictions, conditions, covenants, provisions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot shown on said maps and are intended to create mutual equitable servitudes upon each of said lots in favor of each and all other lots shown on said maps to create reciprocal rights between the respective owners of all the lots shown on said maps to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall as to the owner of each lot in said subdivision, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in said subdivision and their respective owners.

III
USE AND IMPROVEMENT

Each and every one of said lots shall be improved, occupied and used for the respective purposes and permitted uses as follows:

(a) All of said lots of the subdivision above described may be used for single family residence dwellings with (a) height restrictions not to exceed those reasonably established by the Architectural Control And Planning Committee (the "Committee") which are consistent with existing and complying structures; (b) garage facilities for not less than two (2) automobiles but no more than such number as is reasonably determined by the Committee; and (c) such other restrictions and limitations as are described in attached Exhibit B.

(b) Set-backs on each side from the sidelines shall be ten percent (10%) of the total frontage. Front and rear set-backs shall be twenty (20) feet from the front and rear lines of each lot; provided, however, that in the event of any conflict between these requirements and any others later imposed by any governmental authority, such others shall govern;

(c) No building or structure shall be constructed with plumbing fixtures, dishwashers, toilets or sewage disposal systems unless the same are connected to a septic tank, cesspool or established system;

(d) No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot or lots; provided, however, that the Architectural Control and Planning Committee, hereinafter provided for, may grant permission for such temporary buildings or structures for storage of materials during construction by the persons doing such work; and

(e) The work of constructing, altering or remodeling any building or other improvements upon a lot or group of lots shall proceed diligently until the completion thereof, provided that such construction must be completed within a reasonable time and in any event within nine months after the commencement thereof, unless such delay is caused by impossibility or extreme hardship due to strikes, fire, natural calamities or other emergencies beyond the owner's control. Any and all construction or improvements shall be done in strict accordance with applicable state and local building codes and regulations.

(f) "Specific Use Information" pertaining to Units 1 through 13 are described on attached Exhibit B.

IV
ARCHITECTURAL CONTROL AND PLANNING COMMITTEE

All plans and specifications for any building, swimming pool, fence, wall, or other structures or improvements whatsoever (herein "improvements") to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the roofs and exterior color schemes thereof, any later changes or additions thereto after initial approval thereof, and any remodeling, reconstruction, alterations, or additions to any building or other structure or improvements on any lot, shall be subject to and shall require the approval in writing before any such work is commenced of the Architectural Control and Planning Committee (or Committee), as the same is from time to time composed.

The Committee shall be composed of three (3) members to be appointed initially and as vacancies occur by the Board of Directors of Clear Lake Riviera Community Association. Such members shall serve at the discretion of the board. Unless terminated sooner, the term for such members shall be set by the Board of Directors and shall not exceed two (2) years. The Committee may appoint advisory committees from time to time to advise it on matters pertaining to the subdivision. There shall be submitted to the Committee two (2) complete sets of plans and specification of any and all improvements, the erection or alteration of which is desired, and no structures or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure or improvement proposed to be constructed, altered, placed or maintained, together with the proposed color schemes for roofs and exteriors thereof.

The Committee shall approved or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval, or disapproval, endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee.

The Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in the event such plans, specification and details are not in accordance with all of the provisions of this Declaration, if the design or color schemes of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans and specification submitted are incomplete, or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, all in the sole discretion of the Committee. The decision of the Committee shall be final.

Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

Actual construction of any improvements, plans for which have been submitted to and approved by the Committee must be in strict conformity with said plans. Any deviation from approved plans will be considered a violation of these Restrictions. Any planned changes or departures from originally approved plans, (including without limitation any changes in lot location of improvements with respect to an approved plan) must be submitted to the Committee for approval before such changes are incorporated into the actual construction of said improvements.

V
PETS AND OTHER ANIMALS

No horses, cattle, sheep, goats, poultry, rabbits, or pigs, or any other livestock or animals of any description may be kept or permitted on any lot or lots with the exception of dogs, cats, and other household pets. All dogs shall be confined or on owners' controlled leashes at all times. All other household pets shall be under the owners' control at all times. The breeding, training of, or dealing in dogs, cats or other animals shall not be permitted.

VI
MINIMUM SIZE OF BUILDINGS

Every building constructed on any lot shall have not less than one thousand (1000) square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, or other buildings).

The Committee shall have the authority to promulgate reasonable regulations with respect to the height, size, shape, color, materials, and placement of any and all types of buildings, structures and improvements of any kind, including without limitation fences, walls, driveways, roads, coping, landscaping, and other improvements.

VII
VARIANCES

The Committee may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that such is done in conformity to the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhoods. Variances and adjustments of height, size and setback requirements may be granted hereunder.

The Committee may also determine and allow in the respective classifications of lots, additional uses which are of the same character.

In the event there shall be governmental regulations which conflict with or prevent works of construction or improvements in the manner as required by the within regulations, these circumstances shall be deemed to constitute practical difficulties justifying allowances of variances and adjustments of said regulations in order to prevent unnecessary hardship; provided, however, that in every instance the variance or adjustment shall not be materially detrimental or injurious to property or improvements in the neighborhood.

VIII
FENCES AND BOUNDRY PLANTING

No wall, coping or fence exceeding six (6) feet in height measured from adjoining ground surface inside the wall may be erected or maintained on any lot except as hereinabove provided. Boundary planting along side and rear lot lines, except trees with single trunks, shall not be permitted to grow higher than eight (8) feet.

IX
SIGNS

Signs of customary and reasonable dimensions approved by the Committee shall be permitted to be displayed on any lot advertising the same for sale. All other signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the committee.

X
CHARGES AND ASSESSMENTS BY CLEAR LAKE RIVIERA COMMUNITY ASSOCIATION

All of the lots in said subdivision shall be subject to annual charges and/or assessments for any twelve (12) month fiscal period, which charges and/or assessments shall not in any event be more than 20 percent greater than the same charges for the preceding fiscal year, and furthermore shall not become effective unless first approved by members as part of the proposed annual budget in accordance with the Association's By-Laws. Said charges and/or assessments shall be determined and levied by Clear Lake Riviera Community Association, a California non-profit corporation (hereinafter called "Association"), by resolution of its Board of Directors, and shall be and remain a lien upon each respective lot until paid. Upon the adoption of any such resolution of charge and/or assessment, said Association shall forthwith cause a notice thereof and of the lien created thereby to be signed and acknowledged by it and recorded in the office of the County Recorder of Lake County, California.

Said recorded notice shall embody said resolution and state the rate of such charge or assessment, the time payable, and when it becomes a lien. When charges and assessments are paid, the Association shall from time to time execute acknowledge and record in the Office of the County Recorder of Lake County, California, a release or releases of lien with respect to the lots for which payment has been made. Full receipts shall be issued to lot owners paying such charges and assessments.

Each owner of a lot or lots in the subdivision shall by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, whether from Declarant or a subsequent owner of such lot or lots bind himself, his heirs, personal representatives and assigns to pay all such charges and assessments as shall be determined and levied upon such lot or lots, including interest on such charges and assessments and collection costs thereof, if any including attorneys' fees; and the obligation to pay such charges, assessments, interest and costs thereby constitutes an obligation running with the land.

All liens herein provided for shall be enforceable by foreclosure proceedings, in the manner provided by law for the foreclosure of mortgages and/or trust deeds; provided, however, that by the acceptance of a deed for any lot or lots or by the signing of a contract or agreement to purchase the same, whether from Declarant or from a subsequent owner or purchaser thereof, such purchaser or owner shall thereby waive all rights of redemption and of homestead in such lot or lots with respect to foreclosure of such liens. No proceedings for foreclosure of any such lien or liens shall be commenced except upon the expiration of four (4) months from and after the date the charge or assessment giving rise to such lien becomes due and payable.

Liens of first mortgages and/or first trust deeds, placed upon any of said lots for the purpose of constructing a residence or other improvement thereon are recorded in accordance with the laws of the State of California, shall be, from the date of recordation of such, superior to any and all such liens provided for herein.

The charges and assessments levied hereunder shall be uniform throughout the property subject thereto and

the funds arising from such charges and assessments, so far as may be sufficient, shall be applied toward the payment of expenses incurred by the said Association in furthering and promoting the community welfare of lot owners in the subdivision, all as set forth and provided in said Association By-laws.

XI
RESERVATION OF UTILITY EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvement, in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

XII
APPEARANCE OF LOTS, REMOVAL OF TREES

Each lot at all times shall be kept in a clean, sightly and wholesome condition, and no rubbish, unsightly brush, or unsafe materials shall be permitted to remain on any lot. Should any lot owner fail or refuse to keep their property in a clean, sightly and wholesome condition, or if the condition of such lot presents a fire or safety hazard to surrounding properties, and after giving appropriate notice pursuant to the By-laws, the Board of Directors may appropriate funds for the clean-up of such unkempt or unsafe properties and such clean-up cost shall constitute a charge against the property.

Clotheslines, service yards, storage piles, fuel tanks, and wood piles shall be walled in or otherwise tastefully concealed from neighboring lots and roadway.

No lot shall be used in whole or in part for the storage of any property or thing that will cause such lot to appear in an unclean, disorderly or untidy condition or that will be otherwise obnoxious. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will, or might, disturb the peace, quiet, comfort or serenity of the occupants of nearby lots.

No trees shall be removed without first obtaining written consent of the Committee.

XIII
REMEDIES FOR VIOLATIONS

All provisions, conditions, restrictions, and covenants herein shall be binding on all of the lots in the subdivision and the owners, successors and assigns thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that the Association, or its successors or assigns, or any other property owners, shall have notified in writing the owner or resident in possession of the lot upon which or as to which such breach has been committed to refrain from a continuance of such action and/or to correct such breach, shall warrant and entitle the Association, its successors or assigns, or other lot owner, to apply to any court of law or equity having jurisdiction thereof for an injunction or any other relief permitted by law, including without limitation money damages and/or the collection of any amounts due for delinquent accounts or obligations of said owner or resident, whether before or after a foreclosure has

occurred against said property. In any matter or proceeding arising because of any alleged default, breach, or violation of the provisions of this Declaration, including without limitation the Association's decision to transmit a notice of violation or to otherwise involve its attorneys in enforcement activities, the Association shall be entitled to charge, lien and collect under the provisions of this Declaration and to recover from the subject lot owner all of its costs in enforcing the provisions herein, including without limitation its reasonable attorneys' fees.

Violations of any of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or portion thereof in the subdivision but such provisions, conditions, restrictions and covenants shall be enforceable against any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained occurring before or after the acquisition of said property through foreclosure or deed in lieu of foreclosure.

XIV
GRANTEE'S ACCEPTANCE

Each grantee of any of the properties included within this Declaration, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all of the restrictions, conditions, covenants and agreements herein contained, and also the jurisdiction, rights and powers of this Declarant, and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, and to and with the grantees and subsequent owners of each of said lots within the subdivision to keep, observe, comply with and perform said restrictions, covenants, conditions and agreements and each thereof.

XV
NO RIGHTS WAIVED BY DELAY

No delay or omission on the part of the Declarant, or its successors or assigns in interest, as owners of the reversionary rights herein specified, or the owner or owners of any lot or lots in said property, in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants therein; and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against Declarant, its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

XVI
PARTIAL INVALIDITY

In the event that any one or more of the provisions, conditions, restrictions and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

XVII
REMEDIES CUMULATIVE

The various right and remedies of Declarant and the owners of lots as hereinabove set out are and shall be cumulative. All of them may be used, relied upon, resorted to and enforced without in any way affecting the ability of Declarant or the said property owners to use, rely upon, resort to or enforce the others, or any of them.

XVIII
CAPTIONS

The captions of the various paragraphs of this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms or provisions thereof.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the 22nd day of November, 1991

CLEAR LAKE RIVIERA COMMUNITY ASSOCIATION

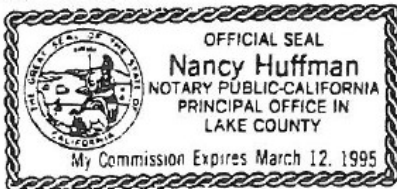
By

Preston B. Scott

Preston Scott, President

State of California)
County of Lake)

On November 22, 1991, before me the undersigned, a Notary Public for the State of California, personally appeared Preston B. Scott, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as President of CLEAR LAKE RIVIERA COMMUNITY ASSOCIATION, a California corporation, or on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



Nancy Huffman
Notary Public for the
State of California

EXHIBIT "A"
LEGAL DESCRIPTION OF 13 UNITS WITHIN
CLEAR LAKE RIVIERA COMMUNITY ASSOCIATION BOUNDRIES

UNIT 1

Clear Lake Riviera, Unit No. 1, consisting of five (5) sheets marked, respectively, "Sheet 1 of 5 sheets," "Sheet 2 of 5 sheets," "Sheet 3 of 5 sheets," "Sheet 4 of 5 sheets," and "Sheet 5 of 5 sheets," which map was recorded in the Office of the County Recorder of Lake County, California, on June 15, 1964, in Volume 8, Pages 1 to 5, inclusive, of Maps:

<u>Block</u>	<u>Lots</u>
1	1 through 6, inclusive
2	1 through 15, inclusive
3	1 through 32, inclusive
4	1 through 47, inclusive
5	1 through 19, inclusive
6	1 through 40, inclusive
7	1 through 37, inclusive
8	1 through 21, inclusive
9	1 through 23, inclusive
10	1 through 43, inclusive
11	1 through 37, inclusive

UNIT 2

Clear Lake Riviera, Unit No. 2, consisting of five (5) sheets marked, respectively, "Sheet 1 of 5 sheets," "Sheet 2 of 5 sheets," "Sheet 3 of 5 sheets," "Sheet 4 of 5 sheets," and "Sheet 5 of 5 sheets," which map was recorded in the Office of the County Recorder of Lake County, California, on October 20, 1964, in Volume 8, Pages 18 to 22, inclusive, of Maps:

<u>Block</u>	<u>Lots</u>
12	1 through 17, inclusive
13	1 through 21, inclusive
14	1 through 76, inclusive
15	1 through 38, inclusive
16	1 through 44, inclusive
17	1 through 36, inclusive
18	1 through 26, inclusive
19	1 through 32, inclusive
20	1 through 3, inclusive
21	1 through 4, inclusive
22	1 through 7, inclusive

EXHIBIT "A" (Continued)

UNIT 3

Clear Lake Riviera, Unit No. 2, consisting of four (4) sheets marked, respectively, "Sheet 1 of 4 sheets," "Sheet 2 of 4 sheets," "Sheet 3 of 4 sheets," and "Sheet 4 of 4 sheets," which map was recorded in the Office of the County Recorder of Lake County, California, on June 15, 1964, in Volume 8, Pages 23 to 26, inclusive, of Maps:

<u>Block</u>	<u>Lots</u>
23	1 through 7, inclusive
24	1 through 22, inclusive
25	1 through 5, inclusive
26	1 through 5, inclusive
27	1 through 3, inclusive
28	1 and 2
29	1 through 4, inclusive
30	1 through 8, inclusive
31	1 through 60, inclusive
32	1 through 37, inclusive
33	1 through 15, inclusive

UNIT 4

Clear Lake Riviera, Unit No. 4, consisting of five (5) sheets marked, respectively, "Sheet 1 of 5 sheets," "Sheet 2 of 5 sheets," "Sheet 3 of 5 sheets," "Sheet 4 of 5 sheets," and "Sheet 5 of 5 sheets," which map was recorded in the Office of the County Recorder of Lake County, California, on June 15, 1965, in Volume 8, Pages 42 to 46, inclusive, of Maps:

<u>Block</u>	<u>Lots</u>
34	1 through 47, inclusive
35	1 through 28, inclusive
36	1 and 2
37	1 through 14, inclusive
38	1 through 35, inclusive
39	1 through 21, inclusive
40	1 through 47, inclusive
41	1 through 29, inclusive
42	1 through 24, inclusive
43	1 through 11, inclusive
44	1 through 11, inclusive
45	1 through 20, inclusive
46	1 through 31 inclusive
47	1 through 8, inclusive
48	1 through 7, inclusive
49	1 through 4, inclusive

EXHIBIT "A"

EXHIBIT "A" (Continued)

<u>Block</u>	<u>Lots</u>
57	1
58	1 through 17, inclusive
59	1 through 9, inclusive
60	1 through 8, inclusive
61	1 through 13, inclusive
62	1 through 50, inclusive
63	1 through 24, inclusive

UNIT 5

Clear Lake Riviera, Unit No. 5, consisting of three (3) sheets marked, respectively, "Sheet 1 of 3 sheets," "Sheet 2 of 3 sheets," and "Sheet 3 of 3 sheets," which map was recorded in the Office of the County Recorder of Lake County, California, on June 15, 1965, in Volume 8, Pages 47 to 49, inclusive, of Maps:

<u>Block</u>	<u>Lots</u>
50	1 through 4, inclusive
51	1 through 31, inclusive
52	1 through 33, inclusive
53	1
54	1 through 6, inclusive
55	1 through 13, inclusive
56	1 through 36, inclusive

UNIT 6

Clear Lake Riviera, Unit No. 6, consisting of five (5) sheets marked, respectively, "Sheet 1 of 5 sheets," "Sheet 2 of 5 sheets," "Sheet 3 of 5 sheets," "Sheet 4 of 5 sheets," and "Sheet 5 of 5 sheets," which map was recorded in the Office of the County Recorder of Lake County, California, on January 17, 1966, in Volume 8, Pages 84 to 88, inclusive, of Maps:

<u>Block</u>	<u>Lots</u>
65	1 through 139, inclusive
66	1 through 36, inclusive
67	1 through 6, inclusive
68	1 through 82, inclusive
69	1 through 19, inclusive

UNIT 7

Clear Lake Riviera, Unit No. 7, consisting of five (5) sheets marked, respectively, "Sheet 1 of 5 sheets," "Sheet 2 of 5 sheets," "Sheet 3 of 5 sheets," "Sheet 4 of 5 sheets," and "Sheet 5 of 5 sheets," which

EXHIBIT "A" (Continued)

map was recorded in the Office of the County Recorder of Lake County, California, on June 6, 1966, in Volume 9, Pages 1 to 5, inclusive, of Maps:

<u>Block</u>	<u>Lots</u>
70	Parcel A
70	1 through 20, inclusive
71	1 through 72, inclusive
72	1 through 57, inclusive
73	1 through 173, inclusive
74	1 through 9, inclusive
75	1 through 14, inclusive
76	1 through 13, inclusive
77	1 through 16, inclusive

UNIT 8

Clear Lake Riviera, Unit No. 8, consisting of five (5) sheets marked, respectively, "Sheet 1 of 5 sheets," "Sheet 2 of 5 sheets," "Sheet 3 of 5 sheets," "Sheet 4 of 5 sheets," and "Sheet 5 of 5 sheets," which map was recorded in the Office of the County Recorder of Lake County, California, on July 21, 1967, in Volume 9, Pages 80 to 84, inclusive, of Maps:

<u>Block</u>	<u>Lots</u>
78	1 through 68, inclusive
79	1 through 4, inclusive
80	1 through 30, inclusive
81	1 through 68, inclusive
82	1 through 5, inclusive
83	1 through 8, inclusive
84	1 through 3, inclusive
85	1 through 3, inclusive
86	1 through 66, inclusive
87	1 through 44, inclusive
87	Parcel A

UNIT 9

Clear Lake Riviera, Unit No. 9, consisting of two (2) sheets marked, respectively, "Sheet 1 of 2 sheets," and "Sheet 2 of 2 sheets," which map was recorded in the Office of the County Recorder of Lake County, California, on March 18, 1968, in Volume 10, Pages 14 and 15, of Maps:

<u>Block</u>	<u>Lots</u>
88	1 and 2 and Parcel A

EXHIBIT "A"

EXHIBIT "A" (Continued)

<u>Block</u>	<u>Lots</u>
89	1 through 42, inclusive
90	1 through 46, inclusive
91	1 through 11, inclusive

UNIT 10

Clear Lake Riviera, Unit No. 10, consisting of three (3) sheets marked, respectively, "Sheet 1 of 3 sheets," "Sheet 2 of 3 sheets," and "Sheet 3 of 3 sheets," which map was recorded in the Office of the County Recorder of Lake County, California, on May 14, 1968, in Volume 10, Pages 31 to 33, inclusive, of Maps:

<u>Block</u>	<u>Lots</u>
93	1
94	1 through 40, inclusive
95	1 through 27, inclusive
96	1 through 6, inclusive
97	1 through 9, inclusive
98	1 through 21, inclusive
99	1 through 49, inclusive
100	1 and 2
101	1 through 37, inclusive

UNIT 11

Clear Lake Riviera, Unit No. 11, consisting of three (3) sheets marked, respectively, "Sheet 1 of 3 sheets," "Sheet 2 of 3 sheets," and "Sheet 3 of 3 sheets," which map was recorded in the Office of the County Recorder of Lake County, California, on June 10, 1968, in Volume 10, Pages 34 to 36, inclusive, of Maps:

<u>Block</u>	<u>Lots</u>
102	1 through 17, inclusive
103	1 through 18, inclusive
104	1 through 14, inclusive
105	1 through 4, inclusive
106	1 through 18, inclusive
107	1 through 16, inclusive
108	1 through 3, inclusive
109	1 and 2

UNIT 12

Clear Lake Riviera, Unit No. 12, consisting of three (3) sheets marked, respectively, "Sheet 1 of 3 sheets," "Sheet 2 of 3 sheets," and "Sheet 3 of 3 sheets," which map was recorded in the Office of the County

EXHIBIT "A"

EXHIBIT "A" (Continued)

Recorder of Lake County, California, on September 10, 1968, in Volume 10, Pages 47 to 49, inclusive, of Maps:

<u>Block</u>	<u>Lots</u>
110	1 through 3, inclusive
111	1 through 6, inclusive
112	1 through 14, inclusive
113	1 through 21, inclusive
114	1 through 18, inclusive
115	1 through 47, inclusive
116	1 through 19, inclusive
117	1 through 8, inclusive
118	1 through 21, inclusive
119	1 through 34, inclusive
120	1 through 30, inclusive
121	1

UNIT 13

Clear Lake Riviera, Unit No. 13, consisting of two (2) sheets marked, respectively, "Sheet 1 of 2 sheets," and "Sheet 2 of 2 sheets," which map was recorded in the Office of the County Recorder of Lake County, California, on November 4, 1968, in Volume 10, Pages 62 and 63, of Maps:

<u>Block</u>	<u>Lots</u>
122	1 through 4, inclusive
123	1 through 21, inclusive
124	1 through 18, inclusive

EXHIBIT "A"

EXHIBIT "B"
SPECIFIC USE INFORMATION

UNIT 1

Map recorded June 15, 1964 in Volume 8, Pages 1 to 5
[Date of superseded Declaration June 17, 1964;
recorded June 19, 1964, Book 431, Page 102]

<u>Block</u>	<u>Lots</u>
1	1 through 6, inclusive
2	1 through 15, inclusive
3	1 through 32, inclusive
4	1 through 47, inclusive
5	1 through 19, inclusive
6	1 through 40, inclusive
7	1 through 37, inclusive
8	1 through 21, inclusive
9	1 through 23, inclusive
10	1 through 43, inclusive
11	1 through 37, inclusive

(1) The following lots in addition to the uses set forth and permitted in Article III, sub-paragraph (a) may be used for two (2) attached residence dwelling units and garage facilities for not less than two (2) automobiles per dwelling unit:

<u>Block</u>	<u>Lots</u>
2	2 through 15, inclusive
3	1
3	19 through 32, inclusive
8	1 through 21, inclusive
9	1 through 4, inclusive
9	20 through 23, inclusive

(2) The following lots in addition to the uses set forth and permitted in Article III, sub-paragraph (a) and paragraph (1) above, may be used for multiple dwelling units, including apartments, community, condominium or other cooperative type multiple living facilities, not to exceed three (3) stories in height and garage facilities for not less than one (1) automobile per dwelling unit:

<u>Block</u>	<u>Lots</u>
1	1
2	1
7	20
9	5 through 9, inclusive

EXHIBIT "B" (Continued)

UNIT 2

Map recorded October 20, 1964 in Volume 8, Pages 18 to 22
[Date of superseded Declaration October 22, 1964;
recorded October 29, 1964, Book 443, Page 589]

<u>Block</u>	<u>Lots</u>
12	1 through 17, inclusive
13	1 through 21, inclusive
14	1 through 76, inclusive
15	1 through 38, inclusive
16	1 through 44, inclusive
17	1 through 36, inclusive
18	1 through 26, inclusive
19	1 through 32, inclusive
20	1 through 3, inclusive
21	1 through 4, inclusive
22	1 through 7, inclusive

(1) The following lots, in addition to the uses set forth and permitted in Article III, sub-paragraph (a) may be used for two (2) attached residence dwelling units and garage facilities for not less than two (2) automobiles per dwelling unit:

<u>Block</u>	<u>Lots</u>
14	1 through 4, inclusive
14	15 through 20, inclusive
14	33 through 41, inclusive
14	73 through 76, inclusive
17	1 through 3, inclusive
17	9 through 36, inclusive

(2) The following lots, in addition to the uses set forth and permitted in Article III, sub-paragraph (a) and paragraph (1) above, may be used for multiple dwelling units, including apartments, community, condominium or other cooperative type multiple living facilities, not to exceed two (2) stories in height and garage facilities for not less than one (1) automobile per dwelling unit:

<u>Block</u>	<u>Lots</u>
14	1 through 32, inclusive
17	4 through 8, inclusive

(3) The following lots, in addition to the uses set forth and permitted in Article III, sub-paragraph (a) and paragraphs (1) and (2) above, may be used for hotels, motels and bar and restaurant facilities in connection with hotels and motels, not to exceed two (2) stories in height and parking facilities as may be

EXHIBIT "B"

EXHIBIT "B" (Continued)

necessary to provide parking for not less than one (1) automobile or hotel or motel unit:

<u>Block</u>	<u>Lots</u>
14	5 through 14, inclusive
15	6 through 13, inclusive

UNIT 3

Map recorded October 20, 1964 in Volume 8, Pages 23 to 26
[Date of superseded Declaration October 22, 1964;
recorded October 29, 1964, Book 443, Page 589]

<u>Block</u>	<u>Lots</u>
23	1 through 7, inclusive
24	1 through 22, inclusive
25	1 through 5, inclusive
26	1 through 5, inclusive
27	1 through 3, inclusive
28	1 and 2
29	1 through 4, inclusive
30	1 through 8, inclusive
31	1 through 60, inclusive
32	1 through 37, inclusive
33	1 through 15, inclusive

(1) The following lots in addition to the uses set forth and permitted in Article III, sub-paragraph (a) may be used for two (2) attached residence dwelling units and garage facilities for not less than two (2) automobiles per dwelling unit:

<u>Block</u>	<u>Lots</u>
23	1 through 7, inclusive
31	34 through 37, inclusive
32	13 through 18, inclusive

(2) The following lots, in addition to the uses set forth and permitted in Article III, sub-paragraph (a) and paragraph (1) above, may be used for multiple dwelling units, including apartments, community, condominium or other cooperative type multiple living facilities, not to exceed two (2) stories in height and garage facilities for not less than one (1) automobile per dwelling unit:

<u>Block</u>	<u>Lots</u>
24	1

EXHIBIT "B"

EXHIBIT "B" (Continued)

UNIT 4

Map recorded June 15, 1965 in Volume 8, Pages 42 to 46
[Date of superseded Declaration June 15, 1965;
recorded June 15, 1965, Book 462, Page 488]

<u>Block</u>	<u>Lots</u>
34	1 through 47, inclusive
35	1 through 28, inclusive
36	1 and 2
37	1 through 14, inclusive
38	1 through 35, inclusive
39	1 through 21, inclusive
40	1 through 47, inclusive
41	1 through 29, inclusive
42	1 through 24, inclusive
43	1 through 11, inclusive
44	1 through 11, inclusive
45	1 through 20, inclusive
46	1 through 31 inclusive
47	1 through 8, inclusive
48	1 through 7, inclusive
49	1 through 4, inclusive
57	1
58	1 through 17, inclusive
59	1 through 9, inclusive
60	1 through 8, inclusive
61	1 through 13, inclusive
62	1 through 50, inclusive
63	1 through 24, inclusive

(1) The following lots in addition to the uses set forth and permitted in Article III, sub-paragraph (a) may be used for two (2) attached residence dwelling units and garage facilities for not less than two (2) automobiles per dwelling unit:

<u>Block</u>	<u>Lots</u>
34	12 through 43, inclusive
60	1 through 8, inclusive

(2) The following lots, in addition to the uses set forth and permitted in Article III, sub-paragraph (a) and paragraph (1) above, may be used for hotels, motels and bar and restaurant facilities in connection with hotels and motels, not to exceed two (2) stories in height and parking facilities as may be necessary to provide parking for not less than one (1) automobile or hotel or motel unit:

EXHIBIT "B"

EXHIBIT "B" (Continued)

<u>Block</u>	<u>Lots</u>
57	1

(3) The following lots may be used for retail stores, businesses and service establishments within a building, subject to set-back, parking, height, and architectural limitations imposed by the Architectural Control and Planning Committee designed to promote a homogeneous appearance:

<u>Block</u>	<u>Lots</u>
34	8 through 11, inclusive
35	17 through 28, inclusive
58	1 through 17, inclusive

UNIT 5

Map recorded June 15, 1965 in Volume 8, Pages 47 to 49
[Date of superseded Declaration June 15, 1965;
recorded June 15, 1965, Book 462, Page 488]

<u>Block</u>	<u>Lots</u>
50	1 through 4, inclusive
51	1 through 31, inclusive
52	1 through 33, inclusive
53	1
54	1 through 6, inclusive
55	1 through 13, inclusive
56	1 through 36, inclusive

(1) The following lots in addition to the uses set forth and permitted in Article III, sub-paragraph (a) may be used for two (2) attached residence dwelling units and garage facilities for not less than two (2) automobiles per dwelling unit:

<u>Block</u>	<u>Lots</u>
51	6 through 24, inclusive
55	1 through 13, inclusive

(2) The following lots in addition to the uses set forth and permitted in Article III, sub-paragraph (a) and paragraph (1) above, may be used for multiple dwelling units, including apartments, community, condominium or other cooperative type multiple living facilities, not to exceed two (2) stories in height and garage facilities for not less than one (1) automobile per dwelling unit:

<u>Block</u>	<u>Lots</u>
53	1

EXHIBIT "B" (Continued)

UNIT 6

Map recorded January 17, 1966 in Volume 8, Pages 84 to 88
[Date of superseded Declaration January 17, 1966;
recorded January 17, 1966, Book 482, Page 238]

<u>Block</u>	<u>Lots</u>
65	1 through 139, inclusive
66	1 through 36, inclusive
67	1 through 6, inclusive
68	1 through 82, inclusive
69	1 through 19, inclusive

(1) The following lots in addition to the uses set forth and permitted in Article III, sub-paragraph (a) may be used for two (2) attached residence dwelling units and garage facilities for not less than two (2) automobiles per dwelling unit:

<u>Block</u>	<u>Lots</u>
65	9 through 17, inclusive
65	21
65	30 through 32, inclusive
65	41 through 43, inclusive
65	50 through 52, inclusive
68	22 through 35, inclusive
68	69 through 72, inclusive

UNIT 7

Map recorded June 6, 1966 in Volume 9, Pages 1 to 5
[Date of superseded Declaration June 6, 1966;
recorded June 8, 1966, Book 494, Page 234]

<u>Block</u>	<u>Lots</u>
70	Parcel A
70	1 through 20, inclusive
71	1 through 72, inclusive
72	1 through 57, inclusive
73	1 through 173, inclusive
74	1 through 9, inclusive
75	1 through 14, inclusive
76	1 through 13, inclusive
77	1 through 16, inclusive

EXHIBIT "B"

EXHIBIT "B" (Continued)

(1) The following lots in addition to the uses set forth and permitted in Article III, sub-paragraph (a) may be used for two (2) attached residence dwelling units and garage facilities for not less than two (2) automobiles per dwelling unit:

<u>Block</u>	<u>Lots</u>
70	16 through 20, inclusive

(2) The following lot may be used for retail stores, businesses and service establishments within a building, subject to set-back, parking, height, and architectural limitations imposed by the Architectural Control and Planning Committee designed to promote a homogeneous appearance:

<u>Block</u>	<u>Lots</u>
70	Parcel A

UNIT 8

Map recorded July 21, 1967 in Volume 9, Pages 80 to 84
[Date of superseded Declaration July 26, 1967;
recorded July 31, 1967, Book 530, Page 313]

<u>Block</u>	<u>Lots</u>
78	1 through 68, inclusive
79	1 through 4, inclusive
80	1 through 30, inclusive
81	1 through 68, inclusive
82	1 through 5, inclusive
83	1 through 8, inclusive
84	1 through 3, inclusive
85	1 through 3, inclusive
86	1 through 66, inclusive
87	1 through 44, inclusive
87	Parcel A

(1) The following lots may be used for retail stores, businesses and service establishments within a building, subject to set-back, parking, height, and architectural limitations imposed by the Architectural Control and Planning Committee designed to promote a homogeneous appearance:

<u>Block</u>	<u>Lots</u>
82	1 through 5, inclusive
83	1 through 8, inclusive

(2) No use or improvement purpose is given at the present time to Parcel A, Block 87.

EXHIBIT "B" (Continued)

UNIT 9

Map recorded March 18, 1968 in Volume 10, Pages 14 and 15
[Date of superseded Declaration March 18, 1968;
recorded March 19, 1968, Book 549, Page 372]

<u>Block</u>	<u>Lots</u>
88	1 and 2 and Parcel A
89	1 through 42, inclusive
90	1 through 46, inclusive
91	1 through 11, inclusive

(1) No use or improvement purpose is given at the present time to Parcel A, Block 88.

UNIT 10

Map recorded May 14, 1968 in Volume 10, Pages 31 to 33
[Date of superseded Declaration May 14, 1968;
recorded May 16, 1968, Book 555, Page 1]

<u>Block</u>	<u>Lots</u>
93	1
94	1 through 40, inclusive
95	1 through 27, inclusive
96	1 through 6, inclusive
97	1 through 9, inclusive
98	1 through 21, inclusive
99	1 through 49, inclusive
100	1 and 2
101	1 through 37, inclusive

(1) The following lots in addition to the uses set forth and permitted in Article III, sub-paragraph (a) may be used for two (2) attached residence dwelling units and garage facilities for not less than two (2) automobiles per dwelling unit:

<u>Block</u>	<u>Lots</u>
98	1 through 12, inclusive
98	14
101	8 through 16, inclusive
101	19 through 37, inclusive

(2) The following lot, in addition to the uses set forth and permitted in Article III, subparagraphs (a) and paragraph (1) above, may be used for retail stores, businesses and service establishments within a building, subject to set-back, parking, height, and architectural limitations imposed by the Architectural Control and

EXHIBIT "B"

EXHIBIT "B" (Continued)

Planning Committee designed to promote a homogeneous appearance:

<u>Block</u>	<u>Lots</u>
98	1

UNIT 11

Map recorded June 10, 1968 in Volume 10, Pages 4 to 36
[Date of superseded Declaration June 12, 1968;
recorded June 17, 1968, Book 558, Page 59]

<u>Block</u>	<u>Lots</u>
102	1 through 17, inclusive
103	1 through 18, inclusive
104	1 through 14, inclusive
105	1 through 4, inclusive
106	1 through 18, inclusive
107	1 through 16, inclusive
108	1 through 3, inclusive
109	1 and 2

(1) No specific uses in addition to the uses set forth and permitted in Article III, sub-paragraph (a).

UNIT 12

Map recorded September 10, 1968 in Volume 10, Pages 47 to 49
[Date of superseded Declaration September 11, 1968;
recorded September 13, 1968, Book 566, Page 60]

<u>Block</u>	<u>Lots</u>
110	1 through 3, inclusive
111	1 through 6, inclusive
112	1 through 14, inclusive
113	1 through 21, inclusive
114	1 through 18, inclusive
115	1 through 47, inclusive
116	1 through 19, inclusive
117	1 through 8, inclusive
118	1 through 21, inclusive
119	1 through 34, inclusive

EXHIBIT "B"

(Page 9 of 10)

EXHIBIT "B" (Continued)

<u>Block</u>	<u>Lots</u>
120	1 through 30, inclusive
121	1

(1) The following lots in addition to the uses set forth and permitted in Article III, sub-paragraph (a) may be used for two (2) attached residence dwelling units and garage facilities for not less than two (2) automobiles per dwelling unit:

<u>Block</u>	<u>Lots</u>
114	1 through 9, inclusive
115	1 through 41, inclusive
116	13 through 19, inclusive
117	1 through 8, inclusive
121	1

UNIT 13

Map recorded November 4, 1968 in Volume 10, Pages 62 to 63
[Date of superseded Declaration November 15, 1968;
recorded November 20, 1968, Book 572, Page 275]

<u>Block</u>	<u>Lots</u>
122	1 through 4, inclusive
123	1 through 21, inclusive
124	1 through 18, inclusive

(1) No specific uses in addition to the uses set forth and permitted in Article III, sub-paragraph (a)

EXHIBIT "B"