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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**  
(TRACT No. 3552)

THIS DECLARATION, made this 30<sup>th</sup> day of September, 1966, by RANCHO CALIFORNIA, a partnership, composed of TEMECULA PROPERTIES, INC., a California corporation, and KAISER RANCHO CALIFORNIA, INC., a California corporation, as partners (hereinafter referred to as "Declarant").

**ARTICLE I**

**RECITALS**

1.01 Declarant is the owner of certain real property in the County of Riverside, State of California, more particularly described as Lots 1 – 102, in Tract No. 3552, as shown on a map recorded October 5, 1966, as Document No. 98816, in Book 56, Pages 63 thru 66, of Miscellaneous Maps, Records of Riverside County, California (hereinafter referred to as the "Property").

1.02 All other property owned by Declarant, including adjacent property, is specifically excluded from this Declaration.

1.03 In order to establish a general plan for the orderly use and development of the Property, Declarant desires to subject the Property to certain conditions, covenants and restrictions, upon and subject to which all of the Property shall be held, developed and conveyed.

ARTICLE II  
GENERAL PROVISIONS

2.01 Establishment of Restrictions.

Declarant, owner of the Property, hereby declares that the Property is now held and shall thereafter be held, transferred, sold, leased, conveyed and occupied subject to the restrictions herein set forth, each and all of which is and for, and shall inure to, the benefit of and pass with each and every lot of the Property and shall apply to and bind the heirs, assignees and successors in interest of Declarant and any owner thereof.

2.02 Purpose of Restrictions.

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

2.03 Definitions.

(a) Improvements. “Improvements” shall mean and include buildings, barns, silos, cages, houses, outbuildings, sheds, parking areas, loading areas, fences, walls, poles, signs, streets, alleys and any other structures of any type or kind.

(b) Declarant. “Declarant” shall mean the undersigned, its successors and assigns.

### ARTICLE III

#### SUBDIVISION RESTRICTIONS

3.01 No portion of any lot shall be sold or leased if said portion sold or leased or the remaining of said lot contains less than seven thousand two hundred (7,200) square feet.

### ARTICLE IV

#### REGULATION OF IMPROVEMENTS AND USES

##### 4.01 Minimum Setback Lines.

(a) General. No structure of any kind, and no part thereof, shall be placed on any lot closer to a property line than herein provided. The following structures and improvements are specifically excluded from these setback provisions:

- (1) Pole lines;
- (2) Underground pipe lines;
- (3) Conduits;
- (4) Ditches;
- (5) Water works facilities for the production and distribution of water primarily for irrigation purposes;
- (6) Fences;
- (7) Streets and alleys.

(b) Front Yard Setback. The setback line is established twenty (20) feet from the front property line except that no structure or improvements except those listed in 4.01 (a) (1) – (5) and (7) shall be erected nearer than a minimum of twenty-five (25) feet from the point of intersection of any two (2) side streets or highway lines.

(c) Side Yard Setback. The setback line is established at a minimum of ten (10) feet from the said property line.

(d) Livestock Buildings. The setback line is established at a minimum of one hundred twenty-five (125) feet from the front property line and twenty (20) feet from side and rear property lines.

#### 4.02 Completion of Construction.

After commencement of construction of any structure or improvements, the work thereon shall be diligently prosecuted to the end that the structure or improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. All buildings and improvements of any kind shall be properly painted immediately after construction.

#### 4.03 Fencing.

All lots on which permissible animals are present shall be adequately fenced so as to keep said animals on that lot and protect the crops and property on other lots.

#### 4.04 Excavation.

No excavation shall be made except in connection with the construction of improvements and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and leveled.

#### 4.05 Signs.

(a) No signs shall be permitted, other than those offering the premises for sale, lease or rent, unless posted by Declarant.

(b) Signs shall conform to setback lines.

(c) All signs shall only be of such size, design, color and location as are specifically approved by the Architectural Control Committee referred to in Article VI in writing, but in no event shall any sign be approved unless it contains no more than twenty-five (25) square feet, is rectangular in shape and is not more than five (5) feet above ground level, except that Declarant shall not be limited as to signs it may post. In the event the Architectural Control Committee adopts standards for signs or standard form signs, all signs, except those posted by Declarant, must conform to such standards or standard forms. All existing signs which do not conform to such standards or standard forms shall no longer be permitted and shall be promptly removed.

#### 4.06 Landscaping.

All lots shall be landscaped in a reasonable manner at such time as any residence is constructed on any lot and, as a condition to approval of plans and specifications for such residence, the Architectural Control Committee may require landscaping plans or specifications. No trees located on any lot shall be removed, cut down or in any way damaged or destroyed without the prior written approval of the Architectural Control Committee.

#### 4.07 Building Regulations.

Any building or structure of whatever type shall be properly maintained. No building or other structure shall be built or erected unless the building or other structure is of a quality usual and customary for that type of building or structure and of good quality and design. No building, structure or improvement shall be built or erected until the plans for such building or structure shall have been approved in writing by the Architectural Control Committee as provided in Article 6.02. No building for human habitation shall be constructed unless to be used and occupied as a single-family residence, not to exceed two (2) stories, containing at least one thousand two hundred (1,200) square feet, exclusive of porches, attics, basements and garages. All residences must include either a private garage or parking area screened so as not to be visible from any streets within or adjacent to the Property or any other lot within the Property. All buildings, structures and improvements shall be constructed with new materials and not used or second-hand materials. No building or structure built elsewhere shall be moved to or placed on any lot. No temporary buildings, tents, trailers or shacks shall be erected, placed or maintained on the Property. No outbuilding shall be erected on any lot unless there has also been erected a single-family residence meeting the standards as herein provided unless the Architectural Control committee shall specifically approve such outbuilding. Upon any lot on which a single-family residence has been erected, any outbuilding shall in no event contain a greater number of square feet than is contained in said single-family residence. Such outbuilding shall be at the rear of any residence on any lot. No tower or antenna shall be erected on any building or other structure on any lot higher than twenty (20) feet above the highest point on said building or structure. No tower or antenna shall be erected on any lot

higher than thirty (30) feet above ground level. At such time as a television cable is installed to the boundary of any lot, no tower or antenna of any kind may be erected and all existing towers and antennae must be removed within thirty (30) days thereof.

4.08 Maintenance and Storage.

(a) All lots shall be properly maintained. Weeds shall be kept down on all developed lots. Rubbish and debris shall be promptly removed.

(b) No materials, supplies or equipment including inoperable motor vehicles shall be stored in any area on a lot except inside a closed building, or behind a visual barrier screening such areas from the view of adjoining property or a public street.

(c) No boats, trailers, horse trailers, house trailers or trucks larger than one-half (1/2) Ton capacity shall be parked or stored on any roadway or any lot visible from any roadway or street or adjoining lot.

4.09 Utilities.

All utilities and services to any building or improvements on any lot shall be installed underground except those utilities and services installed by Declarant pursuant to the initial construction of off-site improvements on the Property.

ARTICLE V  
ENFORCEMENT

5.01 Abatement and Suit

Violation or breach of any restriction herein contained shall give to Declarant and every owner or lessor of property subject to these restrictions, the right to enter upon the property upon or as to which said violation or breach exists and to summarily abate and remove, at the expense of the owner or lessee thereof, any improvement, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

5.02 Deemed to Constitute a Nuisance.

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

5.03 Attorneys' Fees.

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

5.04 Inspection.

Declarant or its agents or representatives, or members of the Architectural Control Committee or its agents or representatives may from time to time at any reasonable hour or hours, enter and inspect any property subject to these restrictions to ascertain compliance therewith.

5.05 Failure to Enforce Not a Waiver of Rights.

The failure of Declarant or any property owner to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restrictions.

ARTICLE VI

ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

6.01 Composition of the Committee.

There shall be established a five (5) member Architectural and Environmental Control Committee (hereinafter referred to as the "Committee"). The initial five (5) members of the Committee are E. JAMES MURAR, HUGH BLUE, ROBERT L. UNGER, HAROLD LYNCH and JOHN R. LUND, whose business address is Rancho California, 881 Dover Drive, Newport Beach, California. The majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots located within the Property shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to restore to said Committee any of its powers and duties.

6.02 Committee Approval.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and such plans and specifications shall be deemed approved as submitted.

No building, outbuilding, fence, wall or other improvement shall be erected, placed, added to or altered on any lot until the construction plans and, as to buildings and outbuildings, specifications drawn by a duly licensed engineer or architect and a plan showing the location of the building on the lot have been approved by the Committee as to quality of workmanship and



materials, harmony of exterior design with existing structures, location, enhancement or detracting from the value of surrounding lots and general aesthetic appearance. The Committee may, from time to time, issue, amend, or revoke improvement guidelines or standards; provided, however, the Committee shall not be bound by any such guidelines or standards issued in any particular case, it being understood that each determination must be made on the merits of such case. Further, no portion of a lot shall be sold or leased for a term longer than one (1) year unless the plans showing the division of said lot have been approved by the Committee as to location, enhancement or detracting from the value of surrounding lots and general aesthetic appearance. Notwithstanding the foregoing, Declarant shall not be subject to architectural control of the Committee in its construction of improvements to the Property.

#### 6.03 Liability of Committee.

Neither Declarant, the members of the Committee or its representative, their successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any owner or lessee of any lot affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every owner or lessee of any lot within the Property agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against Declarant, the members of the Committee, or its representative, to recover any such damages.

### ARTICLE VII

#### REGULATION OF OPERATIONS AND USES

##### 7.01 Permitted Operations and Uses.

Unless otherwise specifically prohibited herein, any agricultural operation or single-family residential use will be permitted if it is performed or carried out so as not to cause or produce a nuisance to adjacent lots.

##### 7.02 Prohibited Operations and Uses.

The following operations and uses are prohibited:

- (a) All industrial, manufacturing or commercial, including the drying, packing, canning, freezing and other methods of processing fruits, nuts, vegetables and other agricultural products on any lot.
- (b) Trailer courts or trailers.
- (c) Junk yards or dumps
- (d) Drilling for and/or the removal of oil, gas or other hydrocarbon substances.
- (e) Drilling for and/or the removal of water, except by Declarant or a public water agency.
- (f) Distillation of bones.
- (g) Fat rendering.
- (h) Stockyard or slaughter of animals.
- (i) Grange halls.
- (j) Farm labor camps.
- (k) Community auctions and sales yards.
- (l) Poultry raising.
- (m) Animal raising (except two (2) cats and/or three (3) dogs, one (1) cow per full acre of any lot and two (2) horses per full acre of any lot).

## ARTICLE VIII

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

#### 8.01 Term.

This Declaration, every provision hereof and every covenant and restriction contained herein shall continue in full force and effect for a period of thirty (30) years from the date hereof.

#### 8.02 Termination and Modification.

This Declaration, or any provisions hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the written consent of the owners of fifty-one per cent (51%) of the Property subject to these restrictions, based on the number of square feet subject to these restrictions; provided, however, that so long as Declarant owns at least twenty

per cent (20%) of the Property subject to these restrictions, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant thereto. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Office of the County Recorder of Riverside County, California.

8.03 Assignments of Declarant's Rights and Duties.

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights; powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights given to and assumed by Declarant herein. The term "Declarant" as used herein, includes all such assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as these restrictions may be terminated, extended, modified or amended under Section 8.02 of this Article VIII.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.01 Constructive Notice and Acceptance.

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

9.02 Rights of Mortgagees.

All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon the Property subject to these restrictions, and none of said restrictions shall supersede or in any other way reduce the security

or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of the property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, and his successors and assigns, shall hold any and all property so purchased subject to all of the restrictions and other provisions of this Declaration.

9.03 Mutuality, Reciprocity; Runs with Land.

All restrictions, covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefits of each and every part and parcel of the Property; shall create mutual, equitable servitudes upon each lot in favor of every other lot; shall create reciprocal rights and obligations between the respective owners of all lots and privity of contract and estate between all grantees of said lots, their heirs, successors and assigns; and shall, as to the owner of each lot, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other lots.

9.04 Paragraph Headings.

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

9.05 Effect of Invalidation.

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

9.06 Addition of Territory

Declarant may at any time or from time to time during the pendency of these restrictions add all or a portion of the land described in Exhibit "A", which is attached hereto and by this reference made a part hereof, to the Property which is covered by this Declaration, and upon the recording of a notice of addition to territory containing the provisions set forth in Section 9.07 of this Article IX, the covenants contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration; and thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original

land, and the rights, privileges, duties and liabilities of the owners, lessees and occupants of lots within the added land shall be the same as in the case of the original land.

9.07 Notice of Addition of Territory. The Notice of addition of territory referred to in Section 9.06 of this Article IX shall contain the following provisions:

(a) A reference to this Declaration, which reference shall state the date of recording, hereof and the instrument number of the records of Riverside County, California, where this Declaration is recorded;

(b) A statement that the provisions of this Declaration shall apply to the added territory in the manner set forth in Section 9.06 of this Article IX; and

(c) An exact description of the added territory.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first herein above written.

RANCHO CALIFORNIA, a Partnership

By: TEMECULA PROPERTIES, INC.,  
a California corporation

By: (signed)  
Its Vice President

By: (signed)  
Its Assistant Secretary

By: TEMECULA INVESTMENT COMPANY,  
a California corporation

By: (signed)  
Its President

By: (signed)  
Its Secretary

By: KAISER RANCHO CALIFORNIA, INC.,  
a California corporation

By: (signed)  
Its Vice President

By: (signed)  
Its Assistant Secretary

STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

On October 5<sup>th</sup>, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Fred W. Greenlaw and Roger G. Galloway, known to me to be the Vice President and Assistant Secretary, respectively, of TEMECULA PROPERTIES, INC., the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of RANCHO CALIFORNIA, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same and that such corporation executed the same as such partner.

WITNESS my hand and official seal,  
Evelyn Stewart  
Notary Public in and for Said County and State

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STATE OF CALIFORNIA  
COUNTY OF ORANGE

On October 11, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Parker and R. W. Power, known to me to be the President and Secretary, respectively, of TEMECULA INVESTMENT COMPANY, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of RANCHO CALIFORNIA, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same and that such corporation executed the same as such partner.

WITNESS my hand and official seal,  
Ruth G. Evans  
Notary Public in and for Said County and State

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STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

On October 5<sup>th</sup>, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William Mayes and James H. Woodhead, known to me to be the Vice President and Assistant Secretary, respectively, of KAISER RANCHO CALIFORNIA, INC., the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of RANCHO CALIFORNIA, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same and that such corporation executed the same as such partner.

WITNESS my hand and official seal,  
Evelyn Stewart  
Notary Public in and for Said County and State

## EXHIBIT A

Those portions of the Rancho Temecula and the Rancho Pauba, in the County of Riverside, State of California, which Ranchos were granted by the Government of the United States to Luis Vignes by Patents dated January 18, 1860 and January 19, 1860 and recorded in Book 1, pages 37 and 45, respectively, of Patents, in the office of the county recorder of the County of San Diego, State of California; portions of Lots 15 and 16, in Block 5, all of Lots 13 to 18, inclusive, and portions of Lots 11, 12, 19 and 20, in Block 6, all of Lots 11, 12, and 17 to 23, inclusive, 19 and 20, in Block 6, all of Lots 11, 12, and 17 to 23, inclusive and portions of Lots 24, 25 and 26, in Block 7, and the northerly 4.04 acres of Block 9, all as shown on the Map of the Town of Temecula, in the County of Riverside, State of California, now on file in the office of the county recorder of the County of San Diego, State of California, being Map No. 726, a copy of which said map is on file in the office of the county recorder of the County of Riverside, State of California, in Book 5 of Maps at page 135 thereof; also those portions of Fractional Sections 28 and 33, Township 7 South, Range 2 West, San Bernardino Meridian, in said county of Riverside, State of California, according to the official plat of said land filed in the District Land Office July 6, 1869, described as a whole as follows:

Beginning at a point on the northeasterly line of said Rancho Temecula, said point being a County of Riverside Brass Cap Monument set in a 14-inch diameter pipe filled with concrete and shown in County Survey Field Book 832 at page 3, said point being the northerly terminus of the Temecula-Murrieta Ranch line; thence along said northeasterly line of said Rancho Temecula, South 47°41'03" East 11381.23 feet to the easterly line of fractional Section 29 of said Township 7 South, Range 2 West, San Bernardino Meridian; thence along said easterly line, North 0°27'48" East 464.54 feet; thence North 68°54'28" East 69.41 feet to the beginning of a tangent curve concave southerly and having a radius of 1244.00 feet; thence easterly along said curve through a central angle of 11°18'13" a distance of 245.42 feet; thence tangent to said curve, North 80°12'41" East 151.76 feet to the beginning of a tangent curve concave northwesterly and having the radius of 35.00 feet; thence northerly along said curve through a central angle of 87°36'15" a distance of 53.51 feet to a point, a radial line of said curve to said point bears North 82°36'26" East; thence North 82°36'26" East 110.00 feet to a point on a non-tangent curve concave easterly and having a radius of 1745.00 feet; a radial line of said curve to said point bears South 82°36'26" West; thence southerly along said curve through a central angle of 34°15'34" a distance of 1043.41 feet; thence tangent to said curve, South 41°39'08" East 1722.90 feet to the beginning of a tangent curve concave southwesterly and having a radius of 4055.00 feet; thence southerly along said curve through a central angle of 13°06'33" a distance of 927.78 feet; thence tangent to said curve, South 28°32'35" East 1861.74 feet to the beginning of a tangent curve concave northeasterly and having a radius of 1145.00 feet; thence southeasterly along said curve through a central angle of 30°02'04" a distance of 600.21 feet; thence tangent to said curve, South 58°34'39" East 562.26 feet to the beginning of a tangent curve concave southwesterly and having a radius of 1255.00 feet; thence southerly along said curve through a central angle of

57°28'23" a distance of 1258.88 feet; thence tangent to said curve, South 1°06'16" East 1038.01 feet to the beginning of a tangent curve concave easterly and having a radius of 2745.00 feet; thence southerly along said curve through a central angle of 17°31'04" a distance of 839.26 feet; thence tangent to said curve, South 18°37'20" East 565.87 feet to the beginning of a tangent curve concave westerly and having a radius of 3655.00 feet; thence southerly along said curve through a central angle of 17°21'49" a distance of 1107.66 feet; thence tangent to said curve, South 1°15'31" East 809.42 feet to the beginning of a tangent curve concave easterly and having a radius of 3545.00 feet; thence southerly along said curve through a central angle of 21°40'51" a distance of 1341.44 feet; thence tangent to said curve, South 22°56'22" East 2336.37 feet to the beginning of a tangent curve concave northerly and having a radius of 35.00 feet, which curve is also tangent to the northerly line of State Highway No. 71; thence southerly and easterly along said curve through a central angle of 83°40'21" a distance of 51.11 feet to said northerly line; thence along said northerly line, South 73°23'17" West 12604.59 feet to the beginning of a tangent curve concave northerly and having a radius of 1960.00 feet; thence westerly along said curve through a central angle of 22°53'36" a distance of 783.15 feet; thence tangent to said curve, North 83°43'07" West 1117.96 feet to the beginning of a tangent curve concave southerly and having a radius of 1540.00 feet; thence westerly along said curve through a central angle of 17°15'12" a distance of 463.74 feet; thence tangent to said curve, South 79°01'41" West 1046.67 feet to the beginning of a tangent curve concave northerly and having a radius of 960.00 feet; thence westerly along said curve through a central angle of 42°38'50" a distance of 714.56 feet to a point, a radial line of said curve to said point bears South 31°40'31" West; thence South 31°40'31" West 10.00 feet; thence North 38°19'29" West 743.48 feet; thence North 64°09'59" West 367.40 feet; thence North 57°55'45" West 2115.77 feet to the easterly line of U.S. Highway No. 395; thence along said easterly line, North 16°18'39" West 227.39 feet; thence South 73°44'09" West 124.99 feet; thence North 16°17'05" West 549.74 feet; thence South 73°32'39" West 25.02 feet; thence North 16°18'30" West 1723.62 feet; thence North 15°43'39" West 1884.53 feet; thence North 45°29'13" West 39.20 feet; thence North 16°18'30" West 267.21 feet to the beginning of a tangent curve concave westerly and having a radius of 2050.00 feet; thence Northerly along said curve through a central angle of 23°05'58" a distance of 826.48 feet; thence tangent to said curve, North 39°24'28" West 470.78 feet; thence North 50°35'32" East 49.94 feet; thence North 39°24'28" West 366.25 feet to the beginning of a tangent curve concave northeasterly and having a radius of 6900.00 feet; thence northerly along said curve through a central angle of 11°44'09" a distance of 1413.32 feet to a point, a radial line of said curve to said point bears South 62°19'41" West; thence South 62°19'41" West 50.00 feet to a point on a non-tangent curve concave northeasterly and having a radius of 6950.00 feet; a radial line of said curve bears South 62°19'41" West; thence northerly along said curve through a central angle of 7°17'53" a distance of 885.26 feet; thence tangent to said curve, North 20°22'26" West 5046.31 feet; thence North 65°23'36" West 54.87 feet to a point on a non-tangent curve concave westerly and having a radius of 5546.00 feet, a radial line of said curve to said point bears North 63°12'09" East; thence northerly along said curve through a central angle of 1°52'38" a distance of 181.71 feet; thence tangent to



said curve, North 28°40'29" West 1000.93 feet to said Temecula-Murrieta Ranch line; thence along said line, North 44°54'44" East 13482.03 feet to the point of beginning.