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**THIRD AMENDMENT OF MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
PGA WEST  
RIVERSIDE COUNTY, CALIFORNIA**

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THIS THIRD AMENDMENT OF MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for PGA WEST (the "Amendment") is made this 20<sup>th</sup> day of December, 2000, by PGA WEST Master Association, a California non-profit mutual benefit corporation ("Association") and KSL Land IV Corporation, a Delaware corporation ("Successor Declarant").

**RECITALS**

A. WHEREAS, a Master Declaration of Covenants, Conditions and Restrictions for PGA WEST was recorded on January 22, 1986, as Instrument No. 15569 in the Official Records of Riverside County, California (the "Master Declaration") by Landmark Land Company of California, Inc., a Delaware corporation (the "Original Declarant") to cover the Phase One property, and separate Supplemental Declarations were subsequently recorded by the Original Declarant, Successor Declarant and the particular Developers that owned the Additional Property described therein. All terms used in this Amendment shall mean the same as such terms are defined in the Master Declaration unless otherwise set forth herein or unless the context clearly means otherwise.

B. WHEREAS, a First Amendment to the Master Declaration was recorded on January 30, 1986, as Instrument No. 22072 in the Official Records of Riverside County (the "First Amendment");

C. WHEREAS, a Second Amendment to the Master Declaration was recorded on February 4, 2000, as Instrument No. 043381 in the Official Records of Riverside County (the "Second Amendment");

D. WHEREAS, the Master Declaration shall remain unchanged, except as by the First Amendment, Second Amendment and this Amendment;

E. By mesne assignments of record, Successor Declarant has acquired certain rights, reservations and exemptions of the Original Declarant under the Master Declaration.

NOW, THEREFORE, Association and Successor Declarant hereby amend the Master Declaration as set forth below.

### AMENDMENT

1. The following is hereby added to Paragraph 2.34 of Article II, Definitions, of the Master Declaration:

“Residential Entries shall also include those certain entrances designated in a Supplemental Declaration as a) “Residential Access Gates,” which may include a gatehouse and related improvements (landscaping, lighting, irrigation, signage, electric gates, etc.), such Residential Access Gates shall be those entrances that i) are unmanned, or ii) have less than twenty-four (24) hour manned security services, and b) “Exclusive Use Access Gates” which will include a gatehouse and related improvements (landscaping, lighting, irrigation, signage, electric gates, etc.), manned security personnel and are subject to a special benefits area assessment under a sub-association declaration or annexation document.”

2. Paragraph 4.7(c) of Article IV, Organization, Powers and Duties of Master Association is deleted in its entirety and in lieu thereof the following is hereby added to the Master Declaration :

“**4.7(c)** To maintain and repair the Main Access Way, the Residential Entries, and the Residential Access Gates, including the roadways, parkways, median strips, curbs, gutters, gatehouses and all landscaping (including watering, seeding, fertilization and similar periodic maintenance), lighting, walkways and other facilities and structures located thereon or therein, including, but not limited to, telecommunication systems, and to staff the gatehouses included in Residential Entries with security personnel. As to Residential Entries which constitute Exclusive Use Access Gates, the sub-association will operate and maintain the Exclusive Use Access Gates pursuant to its special benefits area obligations, and may contract with the Association to maintain and operate the Exclusive Use Access Gates and staff such Exclusive Use Access Gates with security personnel at a cost equivalent to the direct and actual cost of providing such security personnel consistent with the rates paid by the Association for security personnel services at other Residential Entries. The sub-association shall not be entitled to contract to staff the Exclusive Use Access Gates with security personnel except through a contract with the Association. Furthermore, unless the sub-association contracts with the Association, the Association will not be obligated to provide such security personnel services.”

3. Paragraph 7.3(a) of Article VII, Development of Parcel and Percentage Share Allocations, is hereby amended by inserting after the word “to” in the eighth line thereof the following phrase:

“....Owners of Dwelling Units within Residential Projects, and/or to....”



4. Paragraph 7.3(b) of Article VII, Development of Parcel and Percentage Share Allocations, is hereby amended by adding the following language at the end thereof:

“Notwithstanding the foregoing, in the event Declarant elects to assign all or a part of the twenty percent (20%) of the budget as described in paragraph 7.3(a) above, to Owners of Dwelling Units within any Residential Projects located within the areas depicted as “MDR” and “TC” on Exhibit E, attached hereto (the "Allocated Share"), then in consideration for the payment of the Allocated Share, the Owners of Dwelling Units paying said Allocated Share shall have no obligation or responsibility for payment of the Percentage Share as set forth in paragraph 7.3(b). For purposes of computing the Percentage Share, the total number of Dwelling Units divided into the above referenced 80%, shall exclude the Owners of Dwelling Units subject to the Allocated Share. The Owners of Dwelling Units paying said Allocated Share shall also bear their proportionate share of the Residential Entries Share, including the cost of security personnel (excluding the operating, capital and reserve costs of Exclusive Use Access Gates which are part of such Owners' special benefits area assessment under their sub-association).”

To the extent there is any conflict or ambiguity between this Amendment, the Master Declaration, First Amendment or Second Amendment, this Amendment shall control.

**CERTIFICATE OF AMENDMENT**

I, THE UNDERSIGNED HEREBY CERTIFY AND STATE AS FOLLOWS:

I am the President/Secretary of PGA WEST MASTER ASSOCIATION, a California nonprofit mutual benefit corporation. The foregoing Amendment to the Master Declaration of the Association was approved by greater than fifty percent (50%) of the Members of the Association, as required by Article XV Section 15.2 of the Master Declaration.

This Amendment may be executed in any number of counterparts, each of which shall be an original, and all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

**“Association”**

**“Successor Declarant”**

PGA WEST MASTER ASSOCIATION, a California nonprofit mutual benefit corporation

KSL LAND IV CORPORATION, a Delaware corporation

By: *Robert W. Foulk*  
Name ROBERT W. FOULK President

By: *Larry L. Lichten*  
Its: president

By: *Betty A. Baskin*  
Name BETTY A. BASKIN Secretary

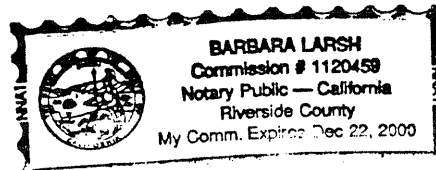


STATE OF CALIFORNIA )  
 )  
 ) SS.  
COUNTY OF RIVERSIDE )

On December 20, 2000, before me, BARBARA LARSH, a notary public in and for said State, personally appeared LARRY E. LICHLITER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Barbara Larsh



STATE OF CALIFORNIA )  
 )  
 ) SS.  
COUNTY OF RIVERSIDE )

On January 9, 2001, before me, Barbara Larsh, a notary public in and for said State, personally appeared ROBERT W. FOULK 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 capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Barbara Larsh



STATE OF CALIFORNIA )  
 )  
 ) SS.  
COUNTY OF RIVERSIDE )

On January 9, 2001, 2000, before me, Barbara Larsh, a notary public in and for said State, personally appeared BETTY A. BASKIN 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 capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Barbara Larsh

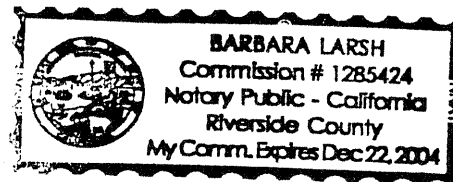


EXHIBIT E

the property which may be designated and annexed as Residential Project  
and to which all or a portion of the 20% of the budget  
described under Section 7.3(a) may be assigned

