

Recording Requested By
And When Recorded Mail To:

BEAR CREEK MASTER ASSOCIATION
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**BEAR CREEK MASTER ASSOCIATION CERTIFICATE OF SECOND AMENDMENT
TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BEAR CREEK MASTER ASSOCIATION ORIGINALLY
RECORDED IN RIVERSIDE COUNTY AS DOCUMENT NUMBER 200415**

WHEREAS, the BEAR CREEK MASTER ASSOCIATION (the "Association") manages and governs that certain real property known as the BEAR CREEK MASTER ASSOCIATION community located in the City of Murrieta, County of Riverside, State of California, more specifically described as follows:

Lots 1 through 58, inclusive, and Lots A through L, inclusive, of Tract No. 14854-1, as per Map recorded in Book 127, pages 79 through 91, inclusive, of Maps, in the Office of the County Recorder of Riverside County.

Lots 1, 2 and A, inclusive, of Tract No. 20829, including some 16 condominium units located thereon, as per Map recorded in Book 161, pages 3 through 4, inclusive, of Maps, in the Office of the County Recorder of Riverside County.

Lots 1 through 7, inclusive, and Lots B through M, inclusive, of Tract No. 21577, including some 66 condominium units located thereon, as per Map recorded in Book 214, pages 1 through 4, inclusive, of Maps, in the Office of the County Recorder of Riverside County.

Lots 1, 2, 4, B and C, inclusive, of Tract No. 24342, including some 20 condominium units located thereon, as per Map recorded in Book 228, pages 24 through 26, inclusive, of Maps, in the Office of the County Recorder of Riverside County.

Lots 1 through 89, inclusive, and Lots A through I, inclusive, of Tract No. 14854-3, as per Map recorded in Book 142, pages 34 through 46, inclusive, of Maps, in the Office of the County Recorder of Riverside County.

Lots 1 through 43, inclusive, and Lots A through D, inclusive, of Tract No. 21371, as per Map recorded in Book 222, pages 4 through 9, inclusive, of Maps, in the Office of the County Recorder of Riverside County.

Lots 1 through 81, inclusive, and Lots A through I, inclusive, of Riverside County Tract No. 14854-2, as per Map recorded in Book 142, pages 25 through 33, of Maps, in the Office of the County Recorder of Riverside County, and all Common Area (as defined in the Declaration) within said tract.

Lots 1 through 3, inclusive, of Riverside County Tract No. 19535, as per Map recorded in Book 139, pages 8 through 9, of Maps, in the Office of the County Recorder of Riverside County, including some 26 condominium units located thereon, and all Common Area (as defined in the Declaration) within said tract.

Lots 4 through 6, inclusive, of Riverside County Tract No. 19883, as per Map recorded in Book 149, pages 13 through 17, of Maps, in the Office of the County Recorder of Riverside County, including some 38 condominium units located thereon, and all Common Area (as defined in the Declaration) within said tract.

Lot 1, inclusive, of Riverside County Tract No. 19204-1, as per Map recorded in Book 136, pages 42 through 43, of Maps, in the Office of the County Recorder of Riverside County, including some 11 condominium units located thereon, and all Common Area (as defined in the Declaration) within said tract

Lot 1, inclusive, of Riverside County Tract No. 19204-2, as per Map recorded in Book 139, pages 30 through 31, of Maps, in the Office of the County Recorder of Riverside County, including some 16 condominium units located thereon, and all Common Area (as defined in the Declaration) within said tract.

Lot 1, inclusive, of Riverside County Tract No. 19204-3, as per Map recorded in Book 165, pages 6 through 7, of Maps, in the Office of the County Recorder of Riverside County, including some 10 condominium units located thereon, and all Common Area (as defined in the Declaration) within said tract.

Lot 1, inclusive, of Riverside County Tract No. 24068, as per Map recorded in Book 205, pages 81 through 82, of Maps, in the Office of the County Recorder of Riverside County, including some 16 condominium units located thereon, and all Common Area (as defined in the Declaration) within said tract.

Lots I, 2, 3, B and C, inclusive, of Riverside County Tract No. 20403, as per Map recorded in Book 199, pages 83 through 85, of Maps, in the Office of the County Recorder of Riverside County, including some 12 condominium units located thereon, and all Common Area (as defined in the Declaration) within said tract.

Lots 1 through 6, inclusive, and Lots A through F, inclusive, of Riverside County Tract No. 20403-1, as per Map recorded in Book 163, pages 43 through 45, of Maps, in the Office of the County Recorder of Riverside County, including some 18 condominium units located thereon, and all Common Area (as defined in the Declaration) within said tract.

Lots 1 through 6, inclusive, and Lots A through 1, inclusive, of Riverside County Tract No 20403-2, as per Map recorded in Book 199, pages 80 through 82, of

Maps, in the Office of the County Recorder of Riverside County, including some 29 condominium units located thereon, and all Common Area (as defined in the Declaration) within said tract

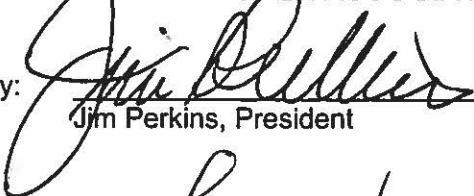
WHEREAS, the Development is subject to and encumbered by that certain MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BEAR CREEK MASTER ASSOCIATION, which original Declaration was recorded on November 18, 1982, as Instrument No. 200415 in the office of the County Recorder of Riverside County (together referred to as the "Declaration");

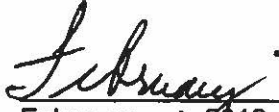
WHEREAS, following the DECEMBER 12, 2018 vote of the membership whereupon 75% of the Owners approved amendments to Article III, Section 13, Article VI, Sections 3 (d) and 7, Article XIV, Section 4 (a) and (b) and Article XVI, Section 4, of the Declaration;

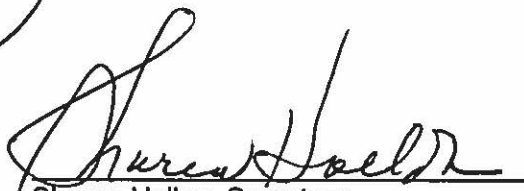
NOW THEREFORE, based on the foregoing, we, the undersigned, do hereby certify the following:

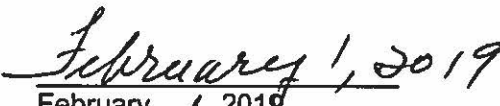
1. That we are the duly elected and acting President and Secretary of BEAR CREEK MASTER ASSOCIATION, a common interest development as defined by California Civil Code Section 4100 et seq.;
2. That the Second Amendment to the MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BEAR CREEK MASTER ASSOCIATION, attached hereto, was approved by 75% of the membership at a December 12, 2018 meeting conducted pursuant to the Association's governing documents and California Civil Code;
3. That, pursuant to Article XVI of the MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BEAR CREEK MASTER ASSOCIATION, said Second Amendment will be effective upon the recording of this Certificate and the Second Amendment in the Office of the Recorder of the County of Riverside.

BEAR CREEK MASTER ASSOCIATION

By: 
Jim Perkins, President


February 1 2019

By: 
Sharen Hollon, Secretary


February 1, 2019

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 RIVERSIDE)

On February 1, before me,
Tracy Hinson, Notary Public, personally appeared
James Perkins, who proved to me on the basis of
satisfactory evidence to be the persons whose names are subscribed to the
within instrument and acknowledged to me that he/she executed the same in his/
her authorized capacities, and that by his/ her signature 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.



Tracy Hinson

Notary Public

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 RIVERSIDE)

On February 1, 2019, before me,
Tracy Hanson, Notary Public, personally appeared
Sharen Holton, who proved to me on the basis of
satisfactory evidence to be the persons whose names are subscribed to the
within instrument and acknowledged to me that ~~he~~she executed the same in
~~his~~her authorized capacities, and that by ~~his~~her signature on the instrument the
~~person(s)~~person, or the entity upon behalf of which the ~~person(s)~~person 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.



Tracy Hanson

Notary Public

**SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR BEAR CREEK MASTER
ASSOCIATION**

Following a December 12, 2018 vote of the membership whereupon at least Seventy - Five Percent (75%) of the Owners approved the four amendments below, the following amendments are made to the Declaration.

Article III, Section 13 is amended to read:

ARTICLE III - USE RESTRICTIONS, Section 13. Drainage

Section 13. Drainage. There shall be no interference with the established drainage pattern over any lot or sub-association within the Properties or adjacent properties, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the drainage which exists at the time that such lot is conveyed to a purchaser by Declarant or the first residence in a sub-association is conveyed to a purchaser by the Declarant of that sub-association.

Article VI, Section 3 (d) and Section 7 are amended to read:

**ARTICLE VI - DUTIES AND POWERS OF THE MASTER ASSOCIATION,
Section 3. General Duties of Master Association**

Section 3. General Duties of Master Association.

(d) Maintain all drainage facilities and easements owned by the Master Association, if any, and maintain and repair all storm drainage facilities, including, but not limited to, pipes, drains, culverts, inlets, curb cuts, outfalls, basins, creeks and/or waterways, within the Properties, including all residential lots and sub-associations, but shall not be responsible for the maintenance and repair of storm drainage facilities located on or servicing the Golf Course.

Section 7. Entry Onto Lots And Sub-Associations: The Master Association and its representatives shall have the right to enter upon any lot or sub-association within the Properties to the extent such entry is necessary in connection with the performance by the Master Association of its duties and responsibilities under this Article or under this Declaration, including, without limitation, the construction, maintenance or effectuation of emergency repairs for the benefit of all the lots, the Common area, or for any of the Owners within the Properties, and including but not limited to the Association responsibility for maintenance and repair of storm drainage facilities within the Properties.

Article XIV Sections 4(a) and (b) are amended to read:

**Article XIV - EASEMENTS AND OWNERS' PROPERTY RIGHTS, Section 4.
Owners' Rights and Duties: Utilities**

Section 4. Owners' Rights and Duties: Utilities. The rights and duties of the Owners of lots within the Properties with respect to sanitary sewer and water, electricity, gas and telephone and cable television lines shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, or telephone and cable television lines within the Properties, which connections, lines or facilities, or any portion thereof, lie in or upon lots owned by persons other than the Owner of a lot served by said connections, the Owners of any lots served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the lots or to have utility companies enter upon the lots within the Properties in or upon which said connection, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below;

(b) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, or telephone or cable television lines are installed within the Properties, which connections serve more than one lot, the Owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

Article XVI, Section 4 is amended to read:

ARTICLE XVI, Section 4. Amendments

Section 4. Amendments. Subject to the right of lenders as set forth in the Article of this Master Declaration entitled "RIGHTS OF LENDERS," this Master Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote at least a majority of all members of the Master Association, provided that the votes in favor of the amendment are at least double the number of votes cast against the amendment. An amendment shall be effective when executed by the President and Secretary of the Master Association who shall certify that the amendment or modification has been approved as hereinabove provided, and recorded in the Official Records of Riverside County, California.