

RECORDED
REQUEST OF **QWID**
WHEN RECORDED MAIL TO:

ESCAPE HOMEOWNERS ASSOCIATION
P. O. Box #1909
Big Bear Lake, CA 92315

8.00
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84-131156

RECORDED IN
OFFICIAL RECORDS

JUN -5 AM 10:31

SAN BERNARDINO
CO., CALIF

84-131156

AMENDMENT TO
AMENDED DECLARATION OF RESTRICTIONS
ESCAPE - TRACT 8456

This Amendment to the Amended Declaration of Restrictions is executed this 30th day of ~~April~~, 1984 pursuant to the authority granted by a duly adopted resolution of the Board of Directors of the Association and with the written approval of owners holding more than sixty-five percent (65%) of the total voting power of members in said Association and the approval of mortgage lenders ~~and~~ ^{and} ~~the~~ ^{the} ~~first~~ ^{first} mortgages or deeds of trust on all of said lots as provided in Section XXXI of said Amended Declaration of Restrictions dated December 13, 1973 and recorded in the Office of the Recorder of San Bernardino County on January 2, 1974 in Book 8338 at pages 641 through 661, inclusive of the official records of said San Bernardino County.

The Amendments to said Amended Declaration of Restrictions are as follows:

A. Section II entitled "Statement of Purposes of Lot Use" shall be amended by adding Paragraph 5 thereto as follows:

"5. No Lot shall be used, promoted, represented, sold, leased or attempted to be sold or leased as a "Time-Share".

The term "Time-Share" shall include, but not be limited to, the terms "Time-Share Project"; "Time-Share Estate"; and "Time-Share Use" as those terms are defined in the Business and Professions Code of the State of California, any other statute or regulation of the State of California, or of any political subdivision having jurisdiction of the Project, and as the same may be amended from time to time.

B. Paragraph 1 of Section III shall be amended to read as follows:

"1. The Association shall maintain fire insurance with extended coverage insuring all improvements located on all Lots and the common area (excluding personal property) in an amount equal to the full insurable replacement value thereof, and such insurance shall be in full force and effect at all times. The Association shall, upon request of any Owner or Mortgagee, promptly furnish to the said Owner or Mortgagee or such person or entity designated in writing thereby a Certificate from the insurance carrier certifying that such insurance coverage is in existence and in full force and effect, and that said insurance coverage cannot be cancelled without ten (10) days prior written notice to the Association."

C. Paragraph 4 of Section VII shall be amended by adding thereto the following sentence:

"Said architectural committee may, with the prior approval of the Board of Directors, impose a reasonable fee upon the applicant to defray any costs incurred by the Association in reviewing said plans and specifications which fee shall be payable upon demand."

D. The first paragraph of Paragraph 6 of Section VII shall be amended to read as follows:

"6. If the Committee fails to approve or disapprove such plans and specifications and Plot Plan within thirty (30) days after said plans, specifications and Plot Plan have been submitted to it, and provided any fees imposed by the Committee have been paid to the Association, it shall be presumed that the Committee has approved said plans, specifications and Plot Plan as submitted. If, after such plans and specifications and Plot Plan have been approved, the building, fence, wall or other structure shall be altered, erected or maintained upon the Lot or building site otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken required by this Declaration."

The remaining two paragraphs of said Paragraph 6 shall not hereby be amended.

E. Section XII entitled "Powers of the Board" shall be amended by adding thereto Paragraph 8 as follows:

"8. The power and duty to fix and enforce the assessments set forth in Sections XIII and XIV hereof, including the power to impose and collect a reasonable late charge with reference to any assessment which remains unpaid for more than thirty (30) days after its due date".

F. Except as hereby amended, all other provisions of said Amended Declaration of Restrictions are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have executed this
Amendment this 30th day of April, 1984.

ESCAPE HOMEOWNERS ASSOCIATION

By: 
Marshall Halpern, President

By: 
Patrick J. Clark, Secretary



84-131156

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

On this the 14 day of May 1984, 1984 before me, the undersigned Notary Public, in and for said County and State personally appeared MARSHALL HALPERN, proved to me on the basis of satisfactory evidence to be the President of the entity that executed the within instrument on behalf of the Association therein named, and acknowledged to me that such Association executed the within instrument pursuant to its by-laws or a resolution of it's board of directors.



Sybil Strassner
Notary Public

On this the 29th day of May 1984, 1984 before me, the undersigned Notary Public, in and for said County and State personally appeared PATRICK J. CLARK, proved to me on the basis of satisfactory evidence to be the Secretary

therein named, and acknowledged to me that such Association executed the within instrument pursuant to its by-laws or a resolution of it's board of directors.



Sydney Walsh
Notary Public

18.00

Doc No. 19960086368
2:01pm 03/12/96

RECORDED AT REQUEST OF
AND MAIL TO

EH Dryden
2500 Cumberland Rd.
San Marino, CA 91108

205 40008291 01 04

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**SECOND AMENDMENT TO
AMENDED DECLARATION OF RESTRICTIONS
ESCAPE - TRACT 8456**

This Second Amendment to the Amended Declaration of Restriction is executed this 2nd day of March, 1996, by reason of the fact that the Board of Directors of the Association and the majority of its members have elected to incorporate the Association as a California Nonprofit Corporation and it is necessary to conform said amended Declaration of Restrictions by reason of said incorporation. This Second Amendment is executed pursuant to the Authority granted by a duly adopted resolution of the Board of Directors of the Association and with the approval of owners holding more than sixty-five (65%) percent of the total voting power of the members in said Association and the approval of any mortgage lender holding the first mortgage or deed of trust on at least sixty-five (65%) percent of the total lots as provided in Section XXXI of said Amended Declaration of Restrictions dated December 31, 1973 and recorded in the Office of the Recorder of San Bernardino County on January 2, 1974 in Book 8338 at pages 641 through 661, inclusive, of the Official Records of said San Bernardino County. An Amendment of said Amended Declaration was executed on April 30, 1984 and recorded in the Office of the recorder of San Bernardino county on June 5, 1984 as Document No. 84-131156 of Official Records of said San Bernardino County.

The Amendment to said Amended Declaration of Restrictions as Amended are as follows:

A. Any and all references in the Declarations of Restrictions to "Articles of Association" shall be amended to read "Articles of Incorporation" and the Articles of Incorporation are attached hereto as Appendix "A".

B. Paragraph 6 of Section I entitled "Definitions" is amended to read as follows:

"Association" means the Escape Homeowners Association, an Incorporated Association consisting of all owners and lots in the Project, which entity shall have the duty of maintaining, operating and managing the common Area of the Project in the manner and to the extent provided for herein. Each owner of a lot shall become a member of the Escape Homeowners Association formed under the California nonprofit Corporation Law contemporaneously with the acquisition of his lot without further documentation of any kind."

C. Paragraph 7 of Section I entitled "Definitions" is amended to read as follows:

"Articles" means the Articles of Incorporation of Escape Homeowners Association annexed hereto as Appendix "A" and hereby made a part hereof.

D. Paragraph 2(i) of Section III entitled "Insurance" is amended to read as follows:

"Public liability insurance in such amount as the Board may from time to time determine, or as required by law, but in no event shall the limits of liability be less than Five Hundred Thousand Dollars (\$500,000.00) for personal injury and property damage per occurrence, insuring the Association, each member of the Board and the Owners, and with cross-liability coverage with respect to liability clause of any one insured thereunder."

E. Paragraph (c) of Section V entitled "Properly Rights" is amended to read as follows:

The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner, his guests, tenants, and/or delegated for any period during which any assessment against his lot remains unpaid, and after a hearing before the Board as provided in the By-Laws of the Association.

F. Section X entitled "Notice of Transfer" is amended to read as follows:

"Immediately after any transfer of title to any Lot, both the transferring Owner and the acquiring Owner shall give notice to the Board of such transfer, including the name and address of the acquiring Owner and the date of transfer. Before any such transfer can be completed the transferring Owner shall pay to the Association a transfer fee as determined by the Board of Directors. Any and all outstanding liens and/or assessments due on the Lot to be transferred shall be paid in full.

G. Paragraph 1 of Section XII entitled "Powers of the Board" is amended to read as follows:

"1. The power and duty to pay for the following items out of Common Expenses, except that the Board's power shall be limited in that it shall have no authority to acquire and pay for out of Common Expenses capital additions and improvements or structural alterations (other than for purposes specifically authorized by the provisions of the Declaration) having a cost in excess of five percent (5%) of the Annual Budget of the Association for that fiscal year, provided such expenditure would not substantially impair the operating capital of the Association, unless such additions, improvements or alterations have been approved by a majority vote of the members of the Association."

H. Paragraph 4 of Section XII entitled "Powers of the Board" shall be amended to read as follows:

"4. The power to borrow money, on behalf of the Association, for Association purposes. A resolution of the Board that the interests of the Association require the borrowing of money shall be sufficient evidence for any person that the borrowing is for a proper purpose. Any borrowing in excess of five percent (5%) of the Annual Budget of the Association for that fiscal year shall require the affirmative vote of a majority of the members of the Association."

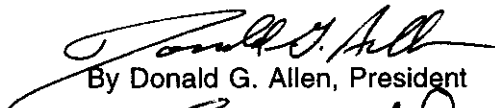
I. Paragraph 8 (added by the 1984 Amendment to the CC&R's) of Section XII entitled "Powers of the Board" shall be amended to read as follows:

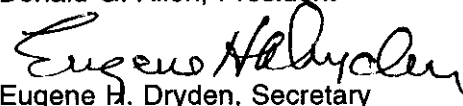
"8. The power and duty to fix and enforce the assessments set forth in Sections XIII and XIV hereof including the power to impose and collect: (a) a late charge of ten percent (10%) of any assessment not paid on or before 15 days after its due date; and (b) interest at twelve percent (12%) per annum on any delinquent assessment, reasonable costs of collection, and late charges commencing 30 days after the assessment or other sums become due."

J. Except as hereby amended, all other provisions of said Amended Declaration of Restrictions as Amended on June 5, 1984, are hereby ratified and confirmed.

IN WITNESS HEREOF, the undersigned have executed this Amendment this 2nd day of March, 1996.

ESCAPE HOMEOWNERS ASSOCIATION


By Donald G. Allen, President


By Eugene H. Dryden, Secretary



STATE OF CALIFORNIA
COUNTY OF San Bernardino

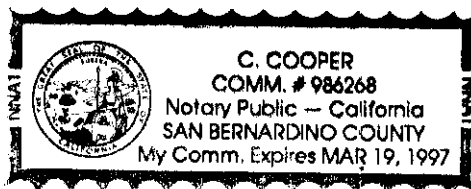
} SS.

On March 2, 1996, before me, C. Cooper, Notary Public,
personally appeared **Donald G. Allen and Eugene H. Dryden**

_____, 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 *C. Cooper*



(This area for official notarial seal)

Title of Document Second amend to amended Declaration
Date of Document 3-2-96 No. of Pages 3 Instructions
Other signatures not acknowledged none

RECORDED AT REQUEST OF
AND MAIL TO:
Eugene H. Dryden
2500 Cumberland Rd
San Marino, CA 91108

Doc No. 19960304287
11:24am 08/20/96

205 20032105 02 12

NOTE: Amended filing to correct
typographical errors on page 2,
to add Secretary certification,
and to file Articles of Incorporation.

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NON ST	LN	SVY	CIT-CO	TRANS TAX	DA	CHRG	EXAM		

**SECOND AMENDMENT TO
AMENDED DECLARATION OF RESTRICTIONS
ESCAPE - TRACT 8456**

This Second Amendment to the Amended Declaration of Restriction is executed this 2nd day of March, 1996, by reason of the fact that the Board of Directors of the Association and the majority of its members have elected to incorporate the Association as a California Nonprofit Corporation and it is necessary to conform said amended Declaration of Restrictions by reason of said incorporation. This Second Amendment is executed pursuant to the Authority granted by a duly adopted resolution of the Board of Directors of the Association and with the approval of owners holding more than sixty-five (65%) percent of the total voting power of the members in said Association and the approval of any mortgage lender holding the first mortgage or deed of trust on at least sixty-five (65%) percent of the total lots as provided in Section XXXI of said Amended Declaration of Restrictions dated December 31, 1973 and recorded in the Office of the Recorder of San Bernardino County on January 2, 1974 in Book 8338 at pages 641 through 661, inclusive, of the Official Records of said San Bernardino County. An Amendment of said Amended Declaration was executed on April 30, 1984 and recorded in the Office of the recorder of San Bernardino county on June 5, 1984 as Document No. 84-131156 of Official Records of said San Bernardino County.

The Amendment to said Amended Declaration of Restrictions as Amended are as follows:

A. Any and all references in the Declarations of Restrictions to "Articles of Association" shall be amended to read "Articles of Incorporation" and the Articles of Incorporation are attached hereto as Appendix "A".

B. Paragraph 6 of Section I entitled "Definitions" is amended to read as follows:

"Association" means the Escape Homeowners Association, an Incorporated Association consisting of all owners and lots in the Project, which entity shall have the duty of maintaining, operating and managing the common Area of the Project in the manner and to the extent provided for herein. Each owner of a lot shall become a member of the Escape Homeowners Association formed under the California nonprofit Corporation Law contemporaneously with the acquisition of his lot without further documentation of any kind."

C. Paragraph 7 of Section I entitled "Definitions" is amended to read as follows:

"Articles" means the Articles of Incorporation of Escape Homeowners Association annexed hereto as Appendix "A" and hereby made a part hereof.

D. Paragraph 2(i) of Section III entitled "Insurance" is amended to read as follows:

"Public liability insurance in such amount as the Board may from time to time determine, or as required by law, but in no event shall the limits of liability be less than Five Hundred Thousand Dollars (\$500,000.00) for personal injury and property damage per occurrence, insuring the Association, each member of the Board and the Owners, and with cross-liability coverage with respect to liability claims of any one insured thereunder."

E. Paragraph (c) of Section V entitled "Properly Rights" is amended to read as follows:

The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner, his guests, tenants, and/or delegates for any period during which any assessment against his lot remains unpaid, and after a hearing before the Board as provided in the By-Laws of the Association.

F. Section X entitled "Notice of Transfer" is amended to read as follows:

"Immediately after any transfer of title to any Lot, both the transferring Owner and the acquiring Owner shall give notice to the Board of such transfer, including the name and address of the acquiring Owner and the date of transfer. Before any such transfer can be completed the transferring Owner shall pay to the Association a transfer fee as determined by the Board of Directors. Any and all outstanding liens and/or assessments due on the Lot to be transferred shall be paid in full.

G. Paragraph 1 of Section XII entitled "Powers of the Board" is amended to read as follows:

"1. The power and duty to pay for the following items out of Common Expenses, except that the Board's power shall be limited in that it shall have no authority to acquire and pay for out of Common Expenses capital additions and improvements or structural alterations (other than for purposes specifically authorized by the provisions of the Declaration) having a cost in excess of five percent (5%) of the Annual Budget of the Association for that fiscal year, provided such expenditure would not substantially impair the operating capital of the Association, unless such additions, improvements or alterations have been approved by a majority vote of the members of the Association."

H. Paragraph 4 of Section XII entitled "Powers of the Board" shall be amended to read as follows:

"4. The power to borrow money, on behalf of the Association, for Association purposes. A resolution of the Board that the interests of the Association require the borrowing of money shall be sufficient evidence for any person that the borrowing is for a proper purpose. Any borrowing in excess of five percent (5%) of the Annual Budget of the Association for that fiscal year shall require the affirmative vote of a majority of the members of the Association."

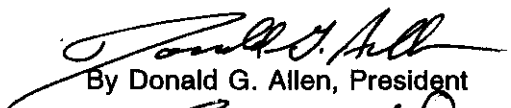
I. Paragraph 8 (added by the 1984 Amendment to the CC&R's) of Section XII entitled "Powers of the Board" shall be amended to read as follows:

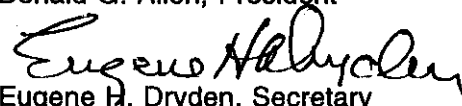
"8. The power and duty to fix and enforce the assessments set forth in Sections XIII and XIV hereof including the power to impose and collect: (a) a late charge of ten percent (10%) of any assessment not paid on or before 15 days after its due date; and (b) interest at twelve percent (12%) per annum on any delinquent assessment, reasonable costs of collection, and late charges commencing 30 days after the assessment or other sums become due."

J. Except as hereby amended, all other provisions of said Amended Declaration of Restrictions as Amended on June 5, 1984, are hereby ratified and confirmed.

IN WITNESS HEREOF, the undersigned have executed this Amendment this 2nd day of March, 1996.

ESCAPE HOMEOWNERS ASSOCIATION


By Donald G. Allen, President


By Eugene H. Dryden, Secretary



STATE OF CALIFORNIA
COUNTY OF San Bernardino

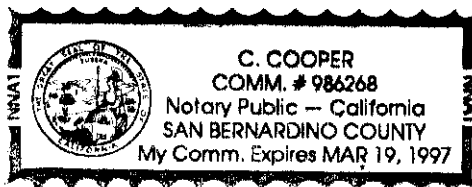
} SS.

On March 2, 1996, before me, C. Cooper, Notary Public,
personally appeared **Donald G. Allen and Eugene H. Dryden**

_____, 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 *C. Cooper*



(This area for official notarial seal)

Title of Document Second amend to amended Declaration
Date of Document 3-2-96 No. of Pages 3 Instructions
Other signatures not acknowledged none

APPENDIX A

ARTICLES OF INCORPORATION OF ESCAPE HOMEOWNERS ASSOCIATION

I. NAME

The name of this corporation is ESCAPE HOMEOWNERS ASSOCIATION.

II. PURPOSE

- A. This corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.
- B. As a further description the purposes for which the Corporation is formed are to be a residential real estate management association and to provide for the acquisition, construction, management, maintenance and care of real and personal property held by the Corporation or commonly held by the members of the Corporation or located in the development and owned by members of the Corporation and otherwise to act and be operated as a "homeowners association" as defined in (1) Section 528 of the Internal Revenue Code of 1954, as amended, and (2) Section 23701t as amended of The Revenue and Taxation Code of the State of California.
- C. Subject to the provisions of the recorded Amended Declaration of Restrictions, as amended, applicable to the development (hereinafter collectively referred to as the "Declaration"), the general proposes and powers of the Corporations are:
 1. To promote the health, safety and welfare of the residents within the development;
 2. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation arising from the Declaration;
 3. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes and governmental charges levied or imposed against the property of the Corporation;
 4. To acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;
 5. To borrow money, and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

6. To have and to exercise any and all powers, rights and privileges which a corporation organized under the mutual benefit Non-Profit Corporation Law of the State of California by law may now or hereafter have or exercise; and

7. To act in the capacity of principal, agent, joint venturer, or partner or otherwise.

The forgoing statement of purposes shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause shall in no way be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers.

III. LIMITATIONS ON PURPOSES AND POWERS

Notwithstanding any of the above statements of purposes and posers, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any posers that are not in furtherance of the purposes of the Corporation set forth above.

IV. INITIAL AGENT FOR SERVICE OF PROCESS

The name and address in the State of California of the Corporation's initial agent for service of process is:

Name: Eugene H. Dryden
Address: 2500 Cumberland Road, San Marino, California, 91108

V. NO PRIVATE BENEFIT

No parts of the net earnings of the Corporation shall inure (other than by acquiring, constructing or providing management, maintenance and care of property held by the Corporation, commonly held by the members of the Corporation or located in the development and owned by members of the Corporation, and other that by a rebate of excess membership dues, fees, or assessments) to the benefit of any private member or individual.

VI. MEMBERS

The authorized number and qualifications of members of the Corporation, the property, voting, and other rights and privileges of members, and their liability for assessments and the method of collection thereof, shall be as set forth in the Declaration and By-Laws.

VII. FIRST DIRECTORS

The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

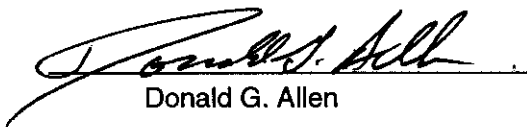
(1) Name: Donald G. Allen
Address: 882 Calle Laredo, Thousand Oaks, CA 91360

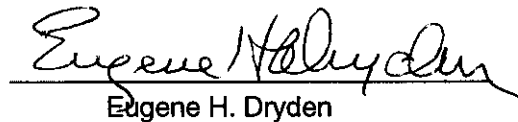
- (2) Name: Cosby Turner
Address: 2390 Crenshaw Blvd #303, Torrance, CA 90501
- (3) Name: Eugene H. Dryden
Address: 2500 Cumberland Rd, San Marino, CA 91108
- (4) Name: Robert Brickman
Address: 5374 Grassy Trail Dr., Riverside, CA 92504
- (5) Name: James Dynda
Address: 8663 Moody St, Cypress, CA 90630

VIII. AMENDMENT

Amendment of these Articles shall require the vote or written assent of (a) a majority of the Directors, and (b) a majority of the total voting power of the Association.

IN WITNESS WHEREOF, these Articles of Incorporation have been executed the first day of March, 1996.


Donald G. Allen

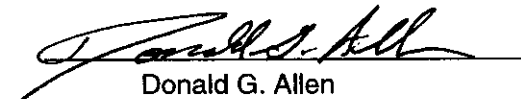

Eugene H. Dryden

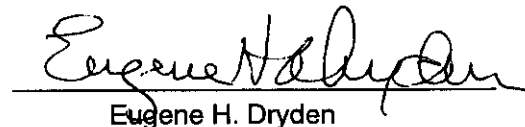

Cosby Turner


Robert Brickman

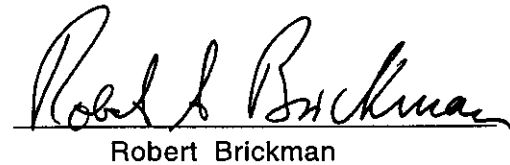

James Dynda

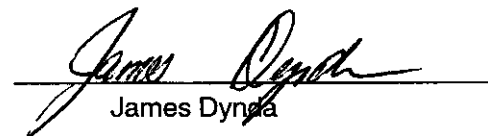
The undersigned are the initial named Directors named in the above Articles of Incorporation and the statements made in the Articles of Incorporation are the act and deed of the undersigned.


Donald G. Allen


Eugene H. Dryden


Cosby Turner


Robert Brickman


James Dynda

CERTIFICATE OF APPROVAL

I hereby certify that on August 12, 1995 and in the intervening period prior to 1 September 1995, the Homeowners Association of Escape For All Seasons did approve the revised By-Laws and the 2nd Amendment to the Declaration by the respectively required affirmative votes of 65 and 84 votes, respectively. These affirmative votes constitute the required majority and 65% affirmative response for the two issues as stipulated in the By-Laws and Declaration, respectively.

Further, I hereby certify that the Board of Directors did unanimously approve such revised By-Laws and the 2nd Amendment to the Declaration at their noticed meeting of 18 November, 1995, as stated in the Minutes of that meeting held at Escape For All Seasons.

I further certify that the Homeowner's Association and the Board did approve the act of Incorporation and the Articles of Incorporation by majority and unanimous votes, at their respective meetings cited above.


Eugene H. Dryden
Secretary
26 February, 1996



DENNIS DRAEGER
ASSESSOR – RECORDER – CLERK

P Counter

Art - AL 57
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sandra L. Gottlieb, Esq.
SwedelsonGottlieb
11900 W. Olympic Boulevard
Suite 700
Los Angeles, CA 90064

Doc#: 2011-0501262



Titles: 1 Pages: 9

Fees	39.00
Taxes	0.00
Other	2.00
PAID	\$41.00

Space above for Recorder's use

**THIRD AMENDMENT TO
AMENDED DECLARATION OF RESTRICTIONS
ESCAPE – TRACT 8456**

This Third Amendment to Amended Declaration of Restrictions, Escape – Tract 8456 (this “**Third Amendment**”) is made by Escape Homeowners Association (the “**Association**”), a California nonprofit mutual benefit corporation.

RECITALS

A. The “Amended Declaration of Restrictions, Escape – Tract 8456” was recorded in the official records of San Bernardino County, California on January 2, 1974 in Book 8338 at Pages 641 through 661 (the “**Amended Declaration**”) against the real property described as Lots 1 to 129, inclusive, of Tract No. 8456, as per map recorded in Book 115 of Maps, Pages 69 to 71, inclusive, Records of San Bernardino County (the “**Property**”).

B. The Amended Declaration was amended by the “Amendment to Amended Declaration of Restrictions, Escape – Tract 8456” recorded in the official records of San Bernardino County, California on June 5, 1984 as Instrument No. 84-131156 (the “**First Amendment**”); as described in the preamble of the First Amendment, the Owners and mortgage lenders holding first mortgages or deeds of trust on lots at the Property approved the amendments to the Amended Declaration contained in the First Amendment, as required under Article XXXI of the Amended Declaration.

C. The Amended Declaration was further amended by the “Second Amendment to Amended Declaration of Restrictions, Escape – Tract 8456” recorded in the official records of San Bernardino County, California on March 12, 1996 as Instrument No. 19960086368 (the “**Second Amendment**”); as described in the preamble of the Second Amendment, the Owners and mortgage lenders holding first mortgages or deeds of trust on lots at the Property approved the amendments to the Amended Declaration contained in the Second Amendment, as required under Article XXXI of the Amended Declaration.

D. The Second Amendment was re-recorded in the official records of San Bernardino County, California on August 20, 1996 as Instrument No. 19960304287, as the Association's Articles of Incorporation (the "**Articles**") which were incorporated by reference as Appendix "A" in the Second Amendment were inadvertently not attached to the Second Amendment when it was initially recorded, and this August 20, 1996 re-recording of the Second Amendment included the Articles as Appendix "A".

E. Article XXV of the Amended Declaration provides that the covenants, conditions and restrictions of the Amended Declaration shall run with the Property and be binding and in force and effect until December 31, 2010, and that at any time prior to December 31, 2010, the Owners of record of Lots or building sites subject to the Amended Declaration having an aggregate area equivalent to not less than 55% of the total area of all of said property may extend the term of the Amended Declaration to December 31, 2020 (the "**Term Extension**") by executing and acknowledging an instrument in writing evidencing the Term Extension and recording that instrument with the County Recorder of San Bernardino County, California (the "**Extension Document**").

F. In 1995 when the Owners voted to approve, and the requisite number of Owners did approve, the amendments contained in the Second Amendment, the Owners also voted to approve the Term Extension and the requisite number of Owners, as described in Article XXV of the Amended Declaration, approved the Term Extension.

G. The Second Amendment was intended to include the Term Extension and serve as the Extension Document, but due to a scrivener's error the Term Extension was not included in the language of the Second Amendment (the "**Scrivener's Error**").

H. In October 2011, the Association's Board of Directors (the "**Board**") become aware of the Scrivener's Error, and consulted with Association legal counsel regarding the Scrivener's Error.

I. Based on the advice of Association legal counsel, in order to correct the Scrivener's Error, the Board has prepared this Third Amendment to document the Term Extension and serve as the Extension Document.

J. There are no existing corporate records of the Association evidencing the approval of the Term Extension, and there is no statutory requirement that the Association maintain in its permanent records voting materials and voting results from 1995 (for the Second Amendment and Term Extension, or otherwise).

K. Attached hereto as ATTACHMENT "A" and incorporated herein by reference is an affidavit (the "Affidavit") executed by current Board member, Cosby Turner, who held the position of Director At Large of the Association at the time the Second Amendment was prepared and recorded; under the Affidavit, Cosby Turner attests that he remembers that the Term Extension was approved by the requisite number of Owners in 1995 and was intended to be included in the language of the Second Amendment, which was intended to be the Extension Document by the then sitting Board. The Affidavit is intended to evidence that the requisite approval for the Term Extension was obtained in 1995.

L. As the requisite number of Owners previously approved the Term Extension, no Owner approval is required for this Third Amendment.

M. This Third Amendment has been drafted with the sole purpose of serving as the Extension Document, and no amendments to the Amended Declaration are intended hereunder; accordingly, no approval of the Owners or mortgage lenders holding first mortgages or deeds of trust on lots at the Property, as described under Article XXXI of the Amended Declaration, is required prior to the execution and recordation of this Third Amendment.

N. The capitalized terms contained in this Third Amendment shall have the meaning ascribed to them under the Amended Declaration unless otherwise defined hereunder.

NOW THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions, restrictions and agreements set forth below, the Parties agree as follows:

AMENDMENT

1. Incorporation of Recitals. The above recitals are incorporated herein by reference as if fully set forth as terms of this Third Amendment.

2. Extension of Amended Declaration Term. The term of the Amended Declaration, as amended by the First Amendment and Second Amendment, shall be extended to December 31, 2020, and this Term Extension shall be effective retroactive to January 1, 2011. This Third Amendment shall be considered to be the Extension Document.

3. No Other Modifications to the Amended Declaration. Except as described in this Third Amendment, all other covenants, conditions, restrictions, provisions and requirements of the Amended Declaration, as amended by the First Amendment and Second Amendment, shall remain in full force and effect. To the extent there is any discrepancy between the terms of this Third Amendment and the terms of the Amended Declaration, First Amendment and/or Second Amendment, the terms of this Third Amendment shall control.

4. Headings. The headings and captions used in this Third Amendment are for reference and convenience only and are not a part of the terms of this Third Amendment.

5. Authority. Each of the signatories below represent and warrant that they have the legal authority and capacity to enter into this Third Amendment on behalf of the Association.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment effective as of the dates written below.

**Escape Homeowners Association,
a California nonprofit mutual benefit corporation**

By: Eugene H. Doyden

Name: Eugene H. Doyden

Title: President

Date: 17 Nov 2011

By: Darryl Griff

Name: D. Griff

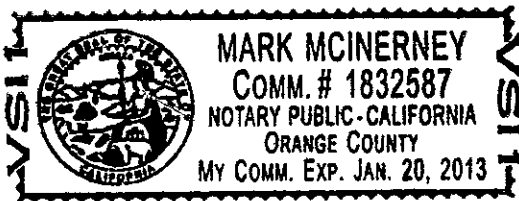
Title: Secretary

Date: November 14th, 2011

STATE OF CALIFORNIA)
)
COUNTY OF Orange)

On Nov 15, 2011, before me, Mark McInerney, Notary Public, personally appeared Darryl Griff, who 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/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the 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.



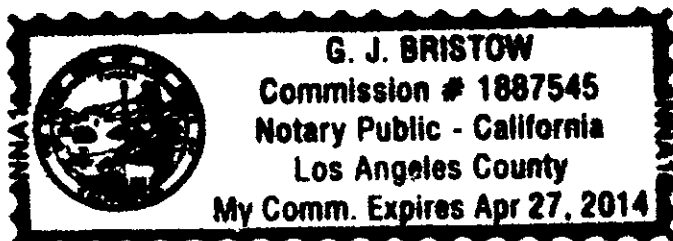
WITNESS my hand and official seal.

[Signature]
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

On November 17, 2011, before me, G. J. Bristow, Notary Public, personally appeared Eugene H. Dryden, who 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/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the 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.

[Signature]
Notary Public

ATTACHMENT "A"

COSBY EARL TURNER, JR. AFFIDAVIT

AFFIDAVIT OF COSBY EARL TURNER, JR.

I, COSBY EARL TURNER, JR., declare as follows:

1. I am a current member of the Board of Directors (the "Board") of Escape Homeowners Association (the "Association"), a California nonprofit mutual benefit corporation, and currently hold the office of Vice President of the Association.

2. I have been a member of the Association since December 20, 1991, and own the lot at the Association's common interest development commonly known as 41935 Switzerland, #66, Big Bear Lake, CA 92315.

3. In the summer and fall of 1995, I was a member of the then Board, held the position of Member At Large of the Association and was involved in preparing and submitting to Association members/owners for vote: (i) proposed amendments to the Association's Amended Declaration (as amended, the "CC&Rs") related to insurance, property rights, notices of lot transfer and powers of the Board; and (ii) a proposed extension of the term of the Association's CC&Rs from December 31, 2010 to December 31, 2020.

4. To the best of my knowledge and recollection: (i) the proposed amendments to the CC&Rs (the "Amendments") were approved by the Association's owners/members and mortgage lenders holding first mortgages or deeds of trust on lots at the Association's development, as required under Article XXXI of the Amended Declaration; and (ii) the proposed extension of the term of the CC&Rs (the "Term Extension") was approved by the requisite number of owners/members, as required under Article XXV of the Association's CC&Rs.

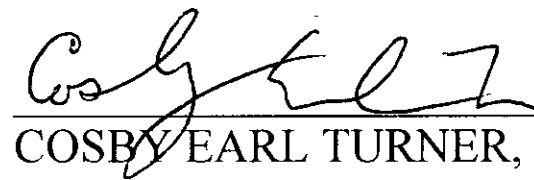
5. A second amendment to the CC&Rs (the "Second Amendment") was prepared, executed and recorded to document the approval, adoption and effectiveness of the Amendments, and, to the best of my knowledge and recollection, the Second Amendment was originally intended to include documentation of the Term Extension.

6. It recently came to the attention of myself and the other current members of the Board that the Term Extension was, due to a likely scrivener's error by the drafter of the Second Amendment, not included in the recorded Second Amendment.

7. I attest, to the best of my knowledge and recollection, the following facts: (i) the Term Extension was previously approved by the Association's members/owners as required under Article XXV of the CC&Rs; (ii) the term of the CC&Rs was approved in 1995 to be extended to December 31, 2020; and (iii) the Second Amendment was intended to include record documentation of the Term Extension.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed this 11 day of November, 2011, at Los Angeles, California.


COSBY EARL TURNER, JR.

ACKNOWLEDGMENT

State of California

County of Los Angeles

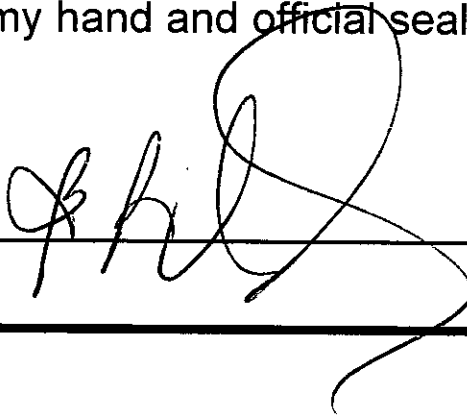
On November 11th, 2011 before me, Basiliki Rose Mantalozi, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)

