

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

115A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 14, 2012

SUBJECT: TUMF Improvement Credit Agreement (Scott Road CFD 05-8) between the County of Riverside, City of Menifee and Beazer Homes Holdings Corporation for Tract 28206-2.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the subject Agreement by and between the County of Riverside (County), City of Menifee (City) and Beazer Homes Holdings Corporation (Developer); and
- 2) Authorize the Chairman to execute the same.

BACKGROUND: The Developer's tract is located within the boundaries of Community Facilities District No. 05-8 (Scott Road CFD), which is administered by the County, and for which the tract was conditioned to participate in. However, with the incorporation of the City of

Juan C. Perez
Director, Transportation and Land Management Agency

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

There are no General Funds used in this project.

C.E.O. RECOMMENDATION:

APPROVE

BY
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: December 4, 2012
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By
Deputy

Prev. Agn. Ref.

District: 3/5

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.31

FORM APPROVED COUNTY COUNSEL
BY
DALE A. GARDNER
DATE 11/25/12
Departmental Concurrence

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

The Honorable Board of Supervisors

RE: TUMF Improvement Credit Agreement (Scott Road CFD 05-8) between the County of Riverside, City of Menifee and Beazer Homes Holdings Corporation for Tract 28206-2.

November 14, 2012

Page 2 of 2

Menifee, the geographical boundaries of the Scott Road CFD now fall primarily within the City, including this Tract.

The Scott Road CFD is a funding mechanism that provides a means to finance the Scott Road Improvements, which includes widening of Scott Road between Antelope Road and Briggs Road and improvements to the I-215 Interchange. The Scott Road Improvements are planned to be constructed by the Riverside County Transportation Department from the proceeds of special taxes levied or the proceeds of bond sales by the Scott Road CFD.

In addition, the Scott Road Improvements have been identified as part of the Transportation Uniform Mitigation Fee (TUMF) Regional System of Highways and Arterials (RSHA), and to be among those facilities whose construction is to be financed in part by the collection of TUMF. The TUMF Program requires a developer to pay TUMF, which represents a developer's fair share of the estimated costs to construct transportation improvements needed to mitigate the traffic impacts and burdens generated by a developer's project.

The County, City and Developer now desire to enter into this agreement to provide a means by which the Developer's participation in the Scott Road CFD is offset against Developer's obligation to pay the applicable TUMF for the Tract. Each single-family residential unit within the Tract will be eligible to receive a credit against the TUMF in an amount set forth in this Agreement and that will be charged by the City at issuance of a certificate of occupancy for each unit.

Project Number: A50256

**COUNTY OF RIVERSIDE
CITY OF MENIFEE
COMMUNITY FACILITIES DISTRICT NO. 05-8 (SCOTT ROAD CFD)
IMPROVEMENT CREDIT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

LHM This IMPROVEMENT CREDIT AGREEMENT (this "Agreement") is entered into this day of December, 2012 by and between the County of Riverside (the "County"), City of Menifee (the "City") and Beazer Homes Holdings Corporation, a Delaware corporation (the "Developer"). The County, City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Developer owns Tract No. 28206-2 (the "Tract"), for which a Final Map was recorded on January 12, 2010, as Instrument No. 2010-0011677 and is located within the City of Menifee, Riverside County, California, as shown by Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, the Tract is Phase No. 2 of approved, phased Tract Map No. 28206 (the "Project"), which was approved by the County prior to the City's incorporation, that was conditioned by the County to participate in some form of funding mechanism, such as a Community Facilities District, that would provide a means of financing the construction of the following public facilities (the "Scott Road Improvements") that had been determined by the Board of Supervisors to be necessary to mitigate the transportation and circulation needs that would result from the development of the Project:

- (i) The widening of Scott Road to four lanes between Antelope Road and Briggs Road including all associated appurtenances and rights-of-way;
- (ii) The widening of the interchange at Interstate 215 and Scott Road and the modification of the ramps to meet future traffic demands including all associated appurtenances and rights-of-way;
- (iii) The full width improvement to Scott Road from Antelope Road to State Route 79 including all associated appurtenances and rights-of-way, bringing into conformance said facility with the Transportation Uniform Mitigation Fee Program ("TUMF"), as amended from time to time (collectively, the "Scott Road Improvements"); and

WHEREAS, the Riverside County Board of Supervisors (the "Board"), on April 4, 2006, adopted Resolution No. 2006-092 establishing Community Facilities District No. 05-8 (Scott Road) of the County of Riverside ("Scott Road CFD") and authorizing the levy of a special tax to pay for the construction or financing of the Scott Road Improvements and Resolution No.

CFD 2006-02 determining the need to incur bonded indebtedness in an aggregate principal amount not to exceed \$100,000,000 to finance the Scott Road Improvements and called a special election for April 18, 2006, for the qualified electors of the Scott Road CFD to consider propositions dealing with the levy of the special tax and the incurrence of bonded indebtedness; and

WHEREAS, the Board of Supervisors, on April 25, 2006, canvassed the results of the special election and determined that the qualified electors voted and approved the propositions by more than two-thirds of the votes cast and caused a Notice of Special Tax Lien for the Scott Road CFD to be recorded on May 4, 2006; and

WHEREAS, the County/City, by the adoption of Ordinance No. 824, as amended from time to time, established the Transportation Uniform Mitigation Fee Program which requires a developer to pay the fee (the "TUMF") which is set by said Ordinance and which is to be paid as a condition of receiving certification allowing for the occupancy of a residential or commercial structure; the TUMF is intended to represent a new structure's fair share of the estimated costs to construct those transportation improvements needed to mitigate the traffic impacts and burdens placed on the Regional System of Highways and Arterials ("RSHA") generated by a residential or commercial development and determined necessary to protect the safety, health and welfare of persons traveling to and from the such residential or commercial development using the RSHA; and

WHEREAS, the Scott Road Improvements have been identified as part of the RSHA and to be among those facilities whose construction is to be financed by the collection of the TUMF; and

WHEREAS, the Rate and Method of Apportionment of Special Tax for the Scott Road CFD (the "RMA") that has been approved by the Board of Supervisors and the qualified electors of the Scott Road CFD is intended to reflect the amount of the TUMF approved for any given fiscal year, beginning July 1, 2005, with the intent that each unit within a single-family residential tract and each unit within a multifamily residential development will receive a credit against the TUMF in an amount set forth in this Agreement; and

WHEREAS, the Scott Road Improvements are to be constructed by the Riverside County Transportation Department as the lead agency from the proceeds of special taxes levied or the proceeds of special tax bonds issued by the Scott Road CFD; and

WHEREAS, on October 1, 2008, the City of Menifee incorporated and the Tract and improvements are included within its boundaries; and

WHEREAS, the City reduced the TUMF during calendar year 2010 but that reduction ended as of December 31, 2010; and

WHEREAS, the County, City and the Developer now desire to enter into this Agreement to provide a means by which Developer's participation in the Scott Road CFD is offset against Developer's obligation to pay the applicable TUMF (the "TUMF Credit") for the Tract in

accordance with the TUMF administrative plan; and

WHEREAS, the Tract is located within the boundaries of the Scott Road CFD, as shown on the Boundary Map of the Scott Road CFD recorded as Instrument No. 2006-0167553 on March 8, 2006, or within territory that has been annexed to the Scott Road CFD;

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer, County, and City hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of Improvements. County/City shall be responsible for constructing the Scott Road Improvements.

3.0 TUMF Credit for Single-Family Residential Development. The prior owner of the Tract obtained the first building permit for a "production unit" located within the Tract on January 25, 2010. The TUMF in effect on July 1st preceding the issue date of said first building permit was \$9,812 per single-family residential unit. Each single-family residential unit within the Tract will be eligible to receive a TUMF credit up to a maximum amount, which is equal to the TUMF in effect on said July 1st (the "Maximum TUMF Credit"). The actual amount of the TUMF credit applied will be equal to the TUMF in effect on the date the Developer secures a certificate of occupancy for each single-family residential unit up to the Maximum TUMF credit. At no time shall the actual TUMF credit amount exceed 100% of the TUMF charged for each said unit. The Developer understands that the TUMF is adjusted annually, and the Developer agrees that should the TUMF in effect on the date a certificate of occupancy is secured for each single-family residential unit is greater than the Maximum TUMF Credit for said unit, the Developer shall pay the differential amount in cash prior to securing the certificate of occupancy for said unit.

4.0 Miscellaneous.

4.1 Assignment. The Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of one or more lots within the Tract (an "Assignment"). The Developer and such purchaser and assignee (the "Assignee") shall provide to the County/City such reasonable proof as it may require that the Assignee is the purchaser of said lots within the Tract. Any assignment pursuant to this paragraph 4.1 shall not be effective unless and until the Developer and Assignee have executed an assignment agreement with the County/City in a form reasonably acceptable to County/City, whereby the Developer and the Assignee agree, except as may be otherwise specifically provided therein, to the following: (i) the Assignee shall receive all or a portion of the Developer's rights pursuant to this Agreement, including credits up to the Maximum TUMF Credit for each single-family residential unit developed on a lot within the Tract or for each multifamily residential unit developed on a parcel



within the Tract purchased by the Assignee pursuant to this Agreement and (ii) the Assignee shall be bound by all applicable provisions of this Agreement.

4.2 Relationship between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between the County, City and the Developer.

4.3 Indemnification. Developer agrees to protect, indemnify, defend and hold the Community Facilities District, the County and City, and their respective directors, officers, Legislative Body, Board of Supervisors, elected officials, employees, representatives and agents (the "Indemnified Parties"), and each of them, harmless from and against any and all claims, including, but not limited to, third-party claims, and against any and all losses, liabilities, expenses, suits, actions, decrees, judgments, awards, reasonable attorney's fees, and court costs which the Indemnified Parties, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the Indemnified Parties, or any combination thereof, as a result of or by reason of or arising out of or in consequence of (a) the approval of this Agreement, (b) the awarding of credit pursuant to or on account of this Agreement, and/or (c) the untruth or inaccuracy of any representation or warranty made by said Developer in this Agreement. If said Developer fails to do so, the Indemnified Parties, or each of them, shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including reasonable attorney's fees or court costs, to and recover the same from said Developer. The provisions of this Section shall survive the termination discharge or other termination of this Agreement.

4.4 Warranty as to Property Ownership; Authority to Enter Agreement. The Developer hereby warrants that it owns fee title to the Tract and that it has the legal capacity to enter into this Agreement. Both Parties warrant that the individual(s) who have signed this Agreement on behalf of each Party has the legal power, right, and authority to enter into this Agreement and each individual signing this Agreement has been duly authorized to do so on behalf of said Party.

4.5 Prohibited Interests. The Developer represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Developer, or any parent or related entity of the Developer, to solicit or secure this Agreement. The Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this representation and warranty, the County/City shall have the right to rescind this Agreement without liability.

4.6 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To County: Riverside County Transportation Department
Attention: Juan C. Perez
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone No. (951) 955-6740
Fax No. (951) 955-3198

To City: City of Menifee
Attention: Don Allison
29714 Haun Road
Menifee, CA 92586
Phone No. (951) 672-6777
Fax No. (951) 679-3843

To Developer: Beazer Homes Holdings Corporation
Attention: Darius Fatakia
1800 Imperial Highway, Suite 200
Brea, CA 92821
Phone No. (714) 672-7024
Fax No. (714) 917-4881

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

4.7 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

4.8 Construction; References; Captions. It is agreed that the Parties and their agents, including legal counsel, have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and that any ambiguity shall not be construed against either Party as the Party responsible for drafting this Agreement. Any term referencing time, days, or period for performance shall be deemed calendar days and not business days. All references to the Developer include all personnel, employees, and agents of the Developer, except as otherwise specified in this Agreement. All references to the County and City include its elected officials, Board of Supervisors, officers, employees, and agents except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

4.9 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

4.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

4.11 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

4.12 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

4.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

4.14 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, the Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

4.15 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

4.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

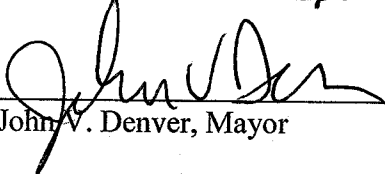
4.17 Entire Agreement. This Agreement contains the entire agreement between County, City and Developer with respect to matters specifically addressed herein and supersedes any prior oral or written statements or agreements between County, City and Developer with respect to such matters.

[Signatures of Parties on Next Page]


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF MENIFEE

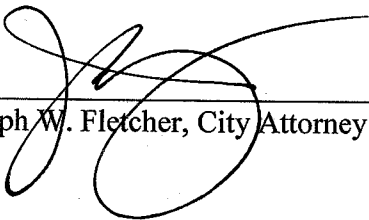
Passed on this 18th day of Sept, 2012

By: 
John W. Denver, Mayor

ATTEST:


By: 
Kathy Bennett, City Clerk

APPROVED AS TO FORM:

By: 
Joseph W. Fletcher, City Attorney

DEVELOPER

Beazer Homes Holding Corporation, a Delaware Corporation

By: 

Darius Fatakia, P.E.
Vice President-Development
Printed Name **Orange Division**

Title

By: _____

Printed Name

Title

ACKNOWLEDGMENT

State of California
County of Orange

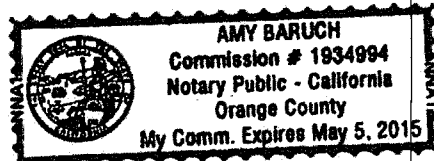
On August 26, 2011 before me, Amy Baruch, Notary Public
(here insert name and title of the officer)
personally appeared Darius Fatakia

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 Amy Baruch




(Seal)

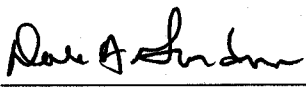
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF RIVERSIDE

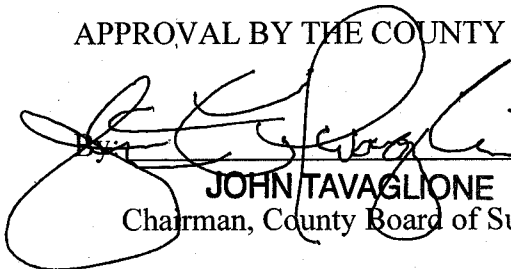
RECOMMENDED FOR APPROVAL:

By:  Date: 10/31/12
Juan C. Perez
Director, Transportation and Land Management Agency

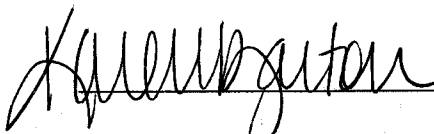
APPROVED AS TO FORM:

By:  Date: 11/20/12
Dale A. Gardner
County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

 Date: DEC 04 2012
JOHN TAVAGLIONE
Chairman, County Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

 Date: DEC 04 2012
Deputy

Clerk of the Board (SEAL)

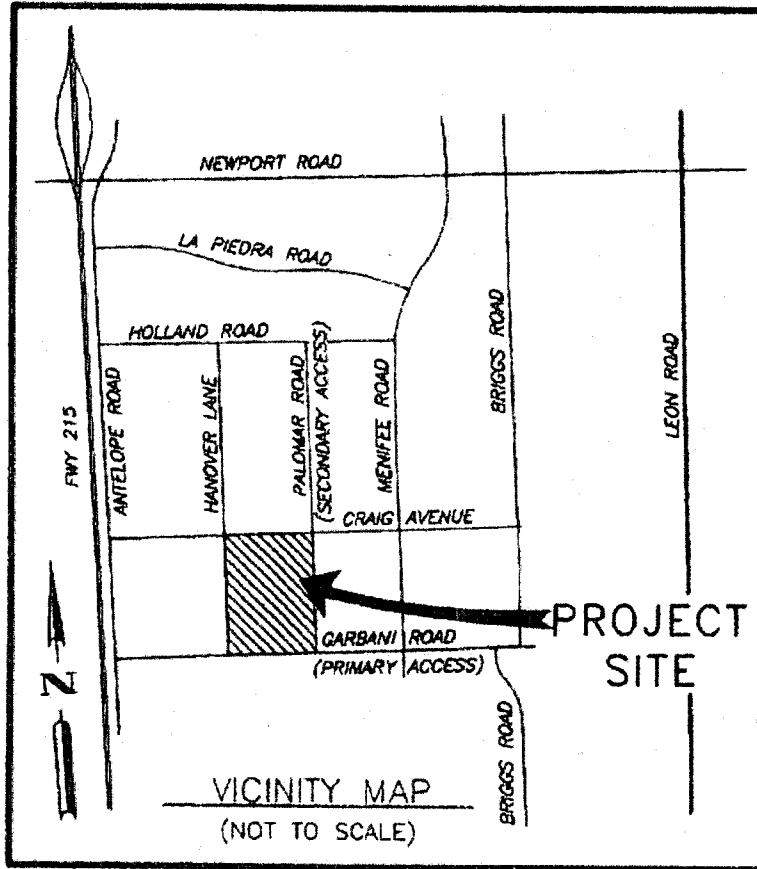
EXHIBIT "A"

FINAL TRACT MAP AND VICINITY MAP

[ATTACHED BEHIND THIS PAGE]

EXHIBIT "A"
VICINITY MAP

TRACT NO. 28206-2



TRACT NO. 28206-2

BEING A SUBDIVISION OF PARCEL 4 OF LOT LINE ADJUSTMENT NO. 3050, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 13, 2006 AS INSTRUMENT NO. 2006-064124, LING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

PATRICK BUSBY & ASSOCIATES
SEPTEMBER 2009
64 LOTS
18.03 GROSS ACRES

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES, NOW OR YET, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$2,100.00.

DON KENT, COUNTY TAX COLLECTOR
BY: WARRICK WARD DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$125,000.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, ON THE DATE OF THE FILING OF ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

RENA HUBER, CLERK OF THE BOARD OF SUPERVISORS
BY: WARRICK WARD DEPUTY

VALLEY-WIDE RECREATION AND PARK DISTRICT CERTIFICATE OF ACCEPTANCE

VALLEY-WIDE RECREATION AND PARK DISTRICT HEREBY ACCEPTS THE DEDICATION OF THE 20' WIDE REGIONAL TRAIL EASEMENT FROM LOTS 1 THROUGH 11, AS SHOWN HEREON.

DATE: Sept. 23, 2009
BY: Jeff Scales GENERAL MANAGER
VALLEY-WIDE RECREATION & PARK DISTRICT

ABANDONMENT OF PUBLIC STREETS & PUBLIC EASEMENTS

THE CITY OF MENIFEE HAS REVIEWED THE SUBMISSION MAP ACT, AND HAS DETERMINED THAT THE FOLLOWING WITHIN THE DISTINGUISHING BORDER OF THIS MAP:
1. 18.03 ACRES OF PUBLIC ROAD, DEDICATED BY INSTRUMENT NO. 1989-001436, RECORDED OCTOBER 1, 1989, OFFICIAL RECORDS OF RIVERSIDE COUNTY.
2. 18.03 ACRES OF PUBLIC ROAD, DEDICATED BY INSTRUMENT NO. 1989-001436, RECORDED OCTOBER 1, 1989, OFFICIAL RECORDS OF RIVERSIDE COUNTY.
3. 18.03 ACRES OF PUBLIC ROAD, DEDICATED BY INSTRUMENT NO. 1989-001436, RECORDED OCTOBER 1, 1989, OFFICIAL RECORDS OF RIVERSIDE COUNTY.
4. 18.03 ACRES OF PUBLIC ROAD, DEDICATED BY INSTRUMENT NO. 1989-001436, RECORDED OCTOBER 1, 1989, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

DATE: 9/30/2011
BY: Donald R. Allison CITY ENGINEER, REC 1946
EXPIRATION DATE: 9/30/2011

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY SUPERVISION AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT AND ACCURATE.

DATE: 9/30/2011
BY: Donald R. Allison CITY ENGINEER, REC 1946
EXPIRATION DATE: 9/30/2011

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY SUPERVISION AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT AND ACCURATE.

DATE: 9/30/2011
BY: Donald R. Allison CITY ENGINEER, REC 1946
EXPIRATION DATE: 9/30/2011

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINGUISHING BORDER LINE.

WE HEREBY DEDICATE TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "A" THROUGH "O", INCLUSIVE.

WE HEREBY DELEGATE ALL RIGHTS OF ACCESS ALONG CARBON ROAD TO THE HOUSING AND PLANNING COMMISSION, PUBLIC UTILITY AND PUBLIC SERVICE COMMISSIONS, AND ALL OTHER AGENCIES AND AGENCIES OF THE CITY OF MENIFEE, AS AUTHORIZED HEREON.

WE ALSO HEREBY DEDICATE TO VALLEY WIDE PARK AND RECREATION DISTRICT THE 20' WIDE REGIONAL TRAIL EASEMENT, AS SHOWN HEREON.

DATE: 9/30/2011
BY: Patrick Busby OWNER

RECORDER'S CERTIFICATE

FILED THIS 13th DAY OF SEPTEMBER 2009 AT 3:00 P.M. IN THE OFFICE OF THE RECORDER OF THE CITY OF MENIFEE, CALIFORNIA.

REC'D 9:00 AM
LARRY W. WARD
ASSESSOR-COUNTY CLERK-RECORDER
BY: Debra J. Young DEPUTY
SUBDIVISION CLERK
MULLIGAN-WARDEN TITLE COMPANY
Chicago

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRIMARK PACIFIC-FERRA BELLA, LLC IN MAY, 2009. HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THIS MAP AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. THIS MAP IS SUBSTANTIALLY CORRECT AND ACCURATE AND IS IN FULL CONFORMANCE WITH THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: September 2, 2009
BY: James L. Stealy
L.S. 5017, BUSBY
EXPIRATION DATE: 06-30-11

CITY CLERK CERTIFICATION

THIS MAP CONSISTS OF 6 SHEETS 8A, AND THIS SAME IS HEREBY RECEIVED BY THE CITY CLERK OF MENIFEE, CALIFORNIA, AND ACCEPTED SUBJECT TO APPROPRIATE PUBLIC STREET, PARKING, AND PUBLIC UTILITY PURPOSES. THAT THE FOLLOWING STREETS AND EASEMENTS ARE SHOWN AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MENIFEE, CALIFORNIA:

1. THAT CERTAIN EASEMENT FOR PUBLIC ROAD PURPOSES BEING THE 20' WIDE REGIONAL TRAIL EASEMENT FROM LOTS 1 THROUGH 11, AS SHOWN HEREON IS HEREBY ACCEPTED.
2. THAT CERTAIN EASEMENT FOR PUBLIC ROAD PURPOSES BEING THE 20' WIDE REGIONAL TRAIL EASEMENT FROM LOTS 1 THROUGH 11, AS SHOWN HEREON IS HEREBY ACCEPTED.
3. THAT CERTAIN EASEMENT FOR PUBLIC ROAD PURPOSES BEING THE 20' WIDE REGIONAL TRAIL EASEMENT FROM LOTS 1 THROUGH 11, AS SHOWN HEREON IS HEREBY ACCEPTED.
4. THAT CERTAIN EASEMENT FOR PUBLIC ROAD PURPOSES BEING THE 20' WIDE REGIONAL TRAIL EASEMENT FROM LOTS 1 THROUGH 11, AS SHOWN HEREON IS HEREBY ACCEPTED.

THE CITY CLERK IS HEREBY AUTHORIZED AND DIRECTED TO ATTEST SAID MAP AND TO SIGN AND HAVE THESE AT CITY CLERK OF THE CITY OF MENIFEE, CALIFORNIA.

I HEREBY CERTIFY THAT THE FOREGOING REALITY WAS RECEIVED BY THE CITY COUNCIL OF THE CITY OF MENIFEE THIS 11th DAY OF SEPTEMBER 2009.

HATY BETHETT
CITY CLERK OF THE CITY OF MENIFEE, CALIFORNIA
BY: Debra J. Young
DATE: 9/30/2011



IN THE CITY OF MENEFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 28206-2

BEING A SUBDIVISION OF PARCEL 4 OF LOT LINE ADJUSTMENT NO. 3030, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 13, 2008 AS INSTRUMENT NO. 2008-0665124, LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 9 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

PATRICK BUSBY & ASSOCIATES

SEPTEMBER 2009

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ON Dec. 10, 2010 before me, Susan Eastrom, a Notary Public

PERSONALLY APPEARED Alex Zikakis who personally 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 instrument for the purposes and capacity stated therein, and that he/she/they signed the instrument on the date and at the place 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 [Signature]
Susan Eastrom
San Diego County
Commission Expires June 16, 2010

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ON Dec. 10, 2010 before me, Alex Zikakis, a Notary Public who personally 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 instrument for the purposes and capacity stated therein, and that he/she/they signed the instrument on the date and at the place of which the person(s) acted, executed the instrument.

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WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE [Signature]
HUGO INCHURRO
SAN DIEGO COUNTY
COMMISSION EXPIRES NOVEMBER 24, 2011

433 23
2010-001677
ORIGINAL

TRACT NO. 28206-2

SURVEYOR'S NOTES

- ALL MONUMENTS SHOWN "SET" SHALL BE SET IN ACCORDANCE WITH THE INSTRUMENTATION METHODOLOGY FOR THIS MAP.
- INDICATES FOUND 1" IP WITH TAG STAMPED "S.S. 5081" PER M.B. 426/8-11 UNLESS OTHERWISE INDICATED.
- INDICATES SET 1" IP WITH TAG STAMPED "S.S. 5081"; FLUSH UNLESS OTHERWISE NOTED.
- SET 1" IP WITH TAG STAMPED "S.S. 5081" FLUSH AT ALL REAR LOT CORNERS, CORNER OUTCROPS AND ANGLE POINTS.
- SET LEAD AND TAG STAMPED "S.S. 5081" ON TOP OF CURB AT ALL SIDE LOT LINES PROJECTED.
- BUILDING SETBACK LINES SHALL CONFORM TO EXISTING ZONING.
- ALL PUBLIC SERVICES AND PUBLIC UTILITIES INSTALLED WITHIN THIS TRACT SHALL BE PLACED UNDERGROUND.
- THIS TRACT CONTAINS APPROXIMATELY 18.03 ACRES, 64 NUMBERED LOTS, AND 7 LETTERED LOTS.
- () - INDICATES RECORD DATA PER M.B. 285/83-87
- [] - INDICATES RECORD DATA PER R.S. 86/81
- < -> - INDICATES RECORD DATA PER P.M. 12/24
- || - INDICATES RECORD DATA PER TR. 28206-1, M.B. 426/8-11, UNLESS OTHERWISE NOTED.
- ||||| INDICATES RESTRICTED ACCESS.
- DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS AND OBSTRUCTIONS.

BEING A SUBDIVISION OF PARCEL 4 OF LOT LINE ADJUSTMENT NO. 5050, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 15, 2006 AS INSTRUMENT NO. 2006-0684124, LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

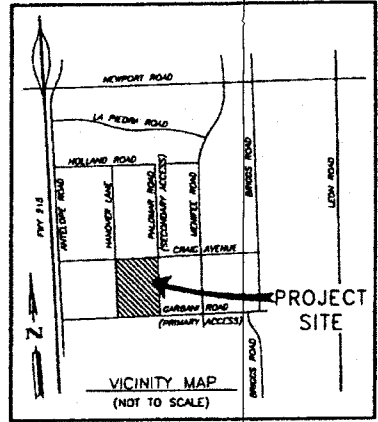
PATRICK BUSBY & ASSOCIATES

SEPTEMBER 2009

BOUNDARY MAP

EASEMENT NOTES

- EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD, DRAINAGE, PUBLIC UTILITY, PUBLIC SERVICES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 1, 1999 AS INST. NO. 1999-438195 OF OFFICIAL RECORDS.
- EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD, DRAINAGE, PUBLIC UTILITY, PUBLIC SERVICES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 1, 1999 AS INST. NO. 1999-438195 OF OFFICIAL RECORDS, ABANDONED HEREON.
- EASEMENT IN FAVOR OF CTE CALIFORNIA INCORPORATED, A CORPORATION, FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MARCH 11, 2000 AS INST. NO. 2000-81503 OF OFFICIAL RECORDS.
- EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD, DRAINAGE AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 23, 2005 AS INST. NO. 2005-0143337 OF OFFICIAL RECORDS.
- EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD, DRAINAGE AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 23, 2005 AS INST. NO. 2005-0143338 OF OFFICIAL RECORDS.
- EASEMENT IN FAVOR OF EASTERN HANDBOOK WATER DISTRICT FOR WATER PIPELINES AND OTHER FACILITIES, AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 20, 1999 AS INST. NO. 1999-118424 OF OFFICIAL RECORDS.
- DECLARATION OF DEDICATION IN FAVOR OF THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE LINES, RECORDED MARCH 14, 1974 AS INST. NO. 30988 OF OFFICIAL RECORDS, ABANDONED HEREON.
- EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD, DRAINAGE AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 5, 2007 AS INST. NO. 2007-0584448 OF OFFICIAL RECORDS, ABANDONED HEREON.



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE CENTERLINE OF PALMDALE ROAD AS SHOWN ON TRACT MAP 28163-1 FILED IN THE COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT - SURVEY DIVISION, IN C.C.S. BOOK 20, PAGE 87.

ENVIRONMENTAL CONSTRAINT NOTE

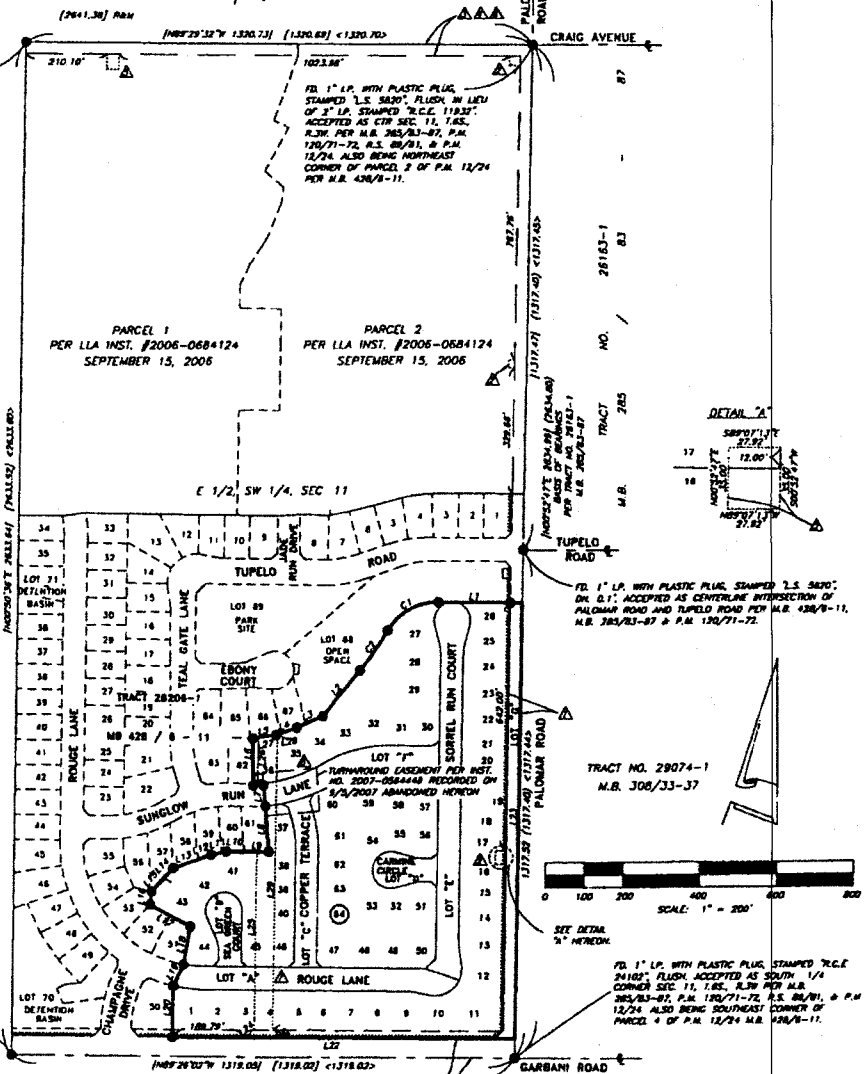
ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT - SURVEY DIVISION, IN C.C.S. BOOK 20, PAGE 87.

COVENANTS, CONDITIONS AND RESTRICTIONS

INSTRUMENT NO. 2010-001677
RECORDED: 1/12/10

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	30°54'40"	150.00	124.85	84.45
C2	8°38'21"	843.17	122.14	83.89
C3	4°26'27"	370.00	28.53	14.02

LINE	BEARING	LENGTH
L1	N89°07'13"W	217.39
L2	N45°36'30"E	157.48
L3	N67°38'51"E	75.86
L4	N70°27'21"E	58.78
L5	N82°12'43"E	62.15
L6	N82°28'00"W	118.00
L7	N84°48'28"W	80.00
L8	N87°21'44"W	117.85
L9	N88°07'13"W	83.06
L10	N89°07'13"W	47.82
L11	N77°58'40"E	40.37
L12	N78°47'58"E	49.83
L13	N70°47'33"E	40.75
L14	N45°12'43"E	37.00
L15	N42°15'13"E	48.12
L16	N67°38'51"E	34.82
L17	N81°53'50"W	118.84
L18	N82°12'43"E	102.04
L19	N82°41'56"E	81.83
L20	N80°28'47"E	135.30
L21	N87°28'00"W	89.89
L22	N88°07'13"E	132.52
L23	N85°12'43"E	34.78
L24	N82°12'43"E	482.76
L25	N80°28'47"E	718.79
L26	N82°17'43"E	48.54
L27	N70°27'21"E	4.51
L28	N82°41'56"E	785.79
L29	N87°45'27"W	35.77



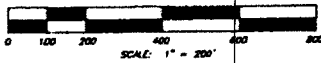
FD. 1" IP WITH PLASTIC PLUG AND TAG STAMPED "S.S. 5081"; ON G.2 ACCEPTED AS SW PROPERTY CORNER OF PARCEL 1, PM 12/24 PER M.B. 426/8-11

FD. 1" IP WITH PLASTIC PLUG STAMPED "S.S. 5081"; FLUSH IN LINE OF 3" IP STAMPED "C.C. 1183" ACCEPTED AS CTR. SEC. 11, T.6S., R.3W. PER M.B. 285/83-87, P.M. 12/24-72, R.S. 86/81, & P.M. 12/24, ALSO BEING NORTHEAST CORNER OF PARCEL 2 OF P.M. 12/24 PER M.B. 426/8-11.

FD. 1" IP WITH PLASTIC PLUG, STAMPED "S.S. 5081"; ON G.1; ACCEPTED AS CENTERLINE INTERSECTION OF PALMDALE ROAD AND TUPELE ROAD PER M.B. 426/8-11, M.B. 285/83-87 & P.M. 12/24-72.

FD. 1" IP WITH PLASTIC PLUG, STAMPED "S.S. 5081"; ON G.2; ACCEPTED AS SOUTH 1/4 CORNER SEC. 11, T.6S., R.3W. PER M.B. 285/83-87, P.M. 12/24-72, R.S. 86/81, & P.M. 12/24, ALSO BEING SOUTHWEST CORNER OF PARCEL 4 OF P.M. 12/24 M.B. 426/8-11.

30' WIDE RIGHT-OF-WAY CONVEYED TO THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD AND UTILITY PURPOSES BY DEED RECORDED APRIL 8, 1974 AS INST. NO. 37964, OFFICIAL RECORDS.



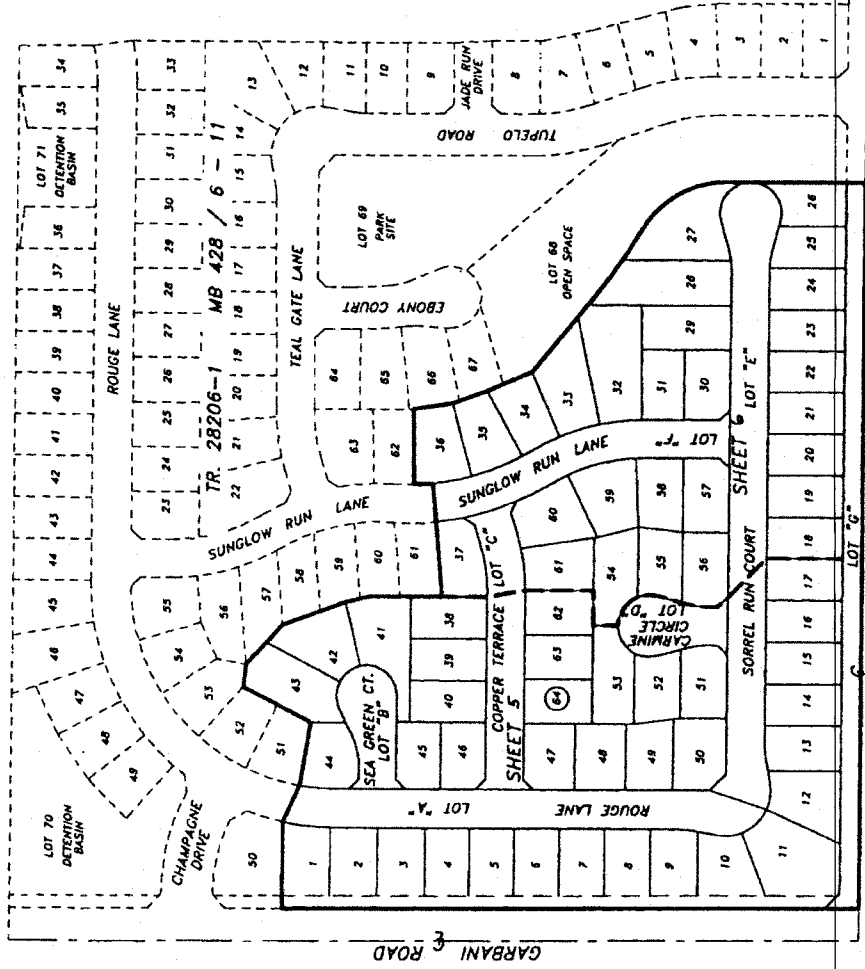
IN THE CITY OF MENEFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 28206-2

BEING A SUBDIVISION OF PARCEL 4 OF LOT LINE ADJUSTMENT NO. 5050, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 15, 2006 AS INSTRUMENT NO. 2006-064124, LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

PATRICK BUSBY & ASSOCIATES
 SEPTEMBER 2009

INDEX MAP



NOTE:
 SEE SHEET 3 FOR SURVEYOR'S NOTES, BASIS
 OF BEARINGS, AND EASEMENT NOTES.

2010-001167L ORIGINAL 433/25

SHEET 5 OF 6 SHEETS

IN THE CITY OF MENEFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 28206-2

BEING A SUBDIVISION OF PARCEL 4 OF LOT LINE ADJUSTMENT NO. 5026 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 15, 2006 AS INSTRUMENT NO. 2006-084124, LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

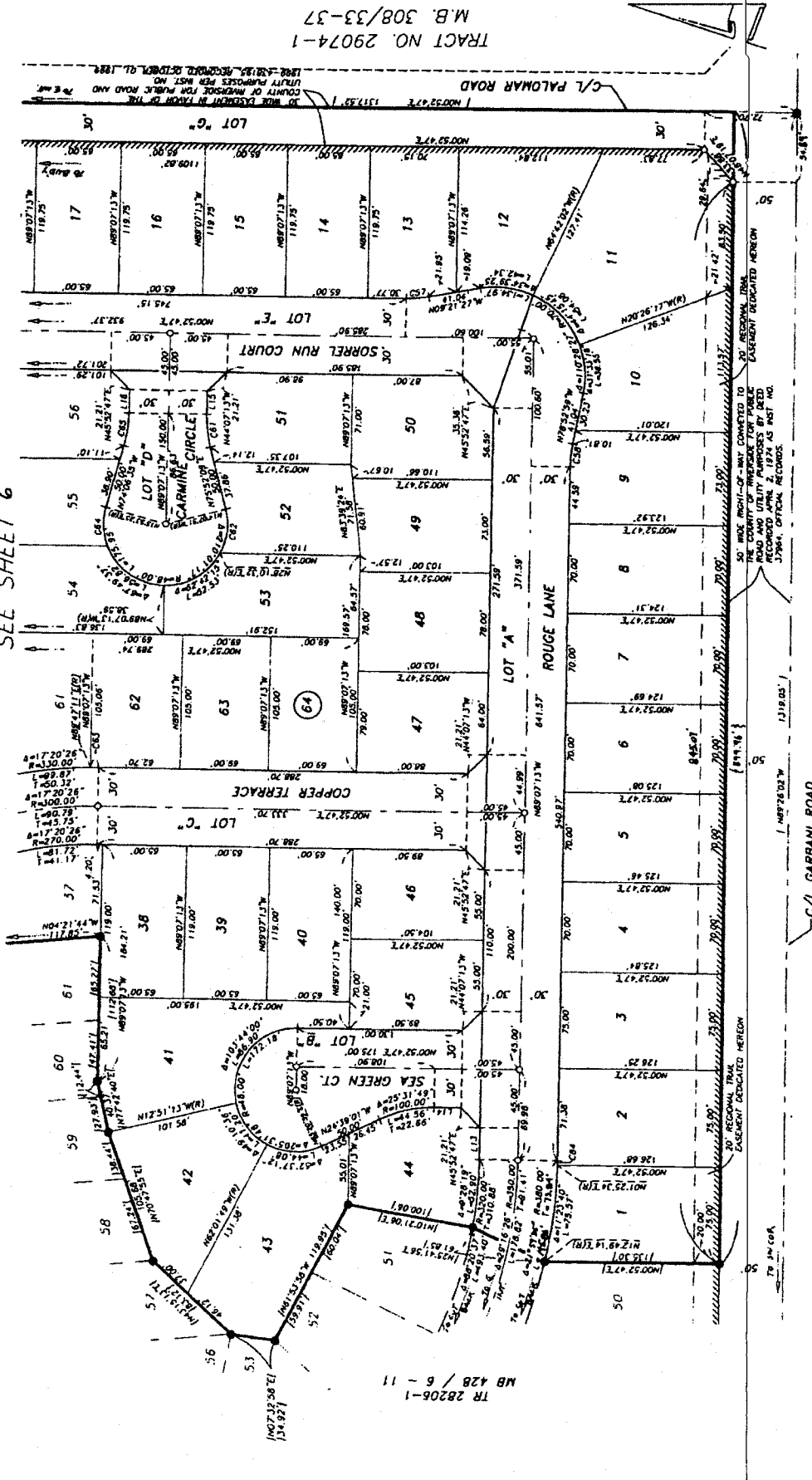
PATRICK BUSBY & ASSOCIATES

SEPTEMBER 2009

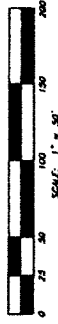
SEE SHEET 6

CURVE	DATA	BEARING	LENGTH	PERCENT
C1	107.117	100.00	17.67	8.8
C2	107.117	100.00	17.67	8.8
C3	107.117	100.00	17.67	8.8
C4	107.117	100.00	17.67	8.8
C5	107.117	100.00	17.67	8.8
C6	107.117	100.00	17.67	8.8
C7	107.117	100.00	17.67	8.8
C8	107.117	100.00	17.67	8.8
C9	107.117	100.00	17.67	8.8
C10	107.117	100.00	17.67	8.8

LINE	BEARING	LENGTH
L1	N07°07'13"W	21.88
L2	N07°07'13"W	21.88
L3	N07°07'13"W	21.88
L4	N07°07'13"W	21.88
L5	N07°07'13"W	21.88
L6	N07°07'13"W	21.88
L7	N07°07'13"W	21.88
L8	N07°07'13"W	21.88
L9	N07°07'13"W	21.88
L10	N07°07'13"W	21.88



NOTE: SEE SHEET 3 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, AND EASEMENT NOTES.



C/L CARBANI ROAD

20' REGIONAL TRAIL EASEMENT DEDICATED HEREOF

50' WIDE RIGHT-OF-WAY CONVEYED TO THE COUNTY OF RIVERSIDE FOR PUBLIC RECORDS APRIL 2, 1974 AS INST. NO. 27961, OFFICIAL RECORDS.

30' WIDE RIGHT-OF-WAY CONVEYED TO THE COUNTY OF RIVERSIDE FOR PUBLIC RECORDS APRIL 2, 1974 AS INST. NO. 27961, OFFICIAL RECORDS.

30' WIDE RIGHT-OF-WAY CONVEYED TO THE COUNTY OF RIVERSIDE FOR PUBLIC RECORDS APRIL 2, 1974 AS INST. NO. 27961, OFFICIAL RECORDS.

30' WIDE RIGHT-OF-WAY CONVEYED TO THE COUNTY OF RIVERSIDE FOR PUBLIC RECORDS APRIL 2, 1974 AS INST. NO. 27961, OFFICIAL RECORDS.

2010-001167L ORIGINAL 437 20

TRACT NO. 28206-2

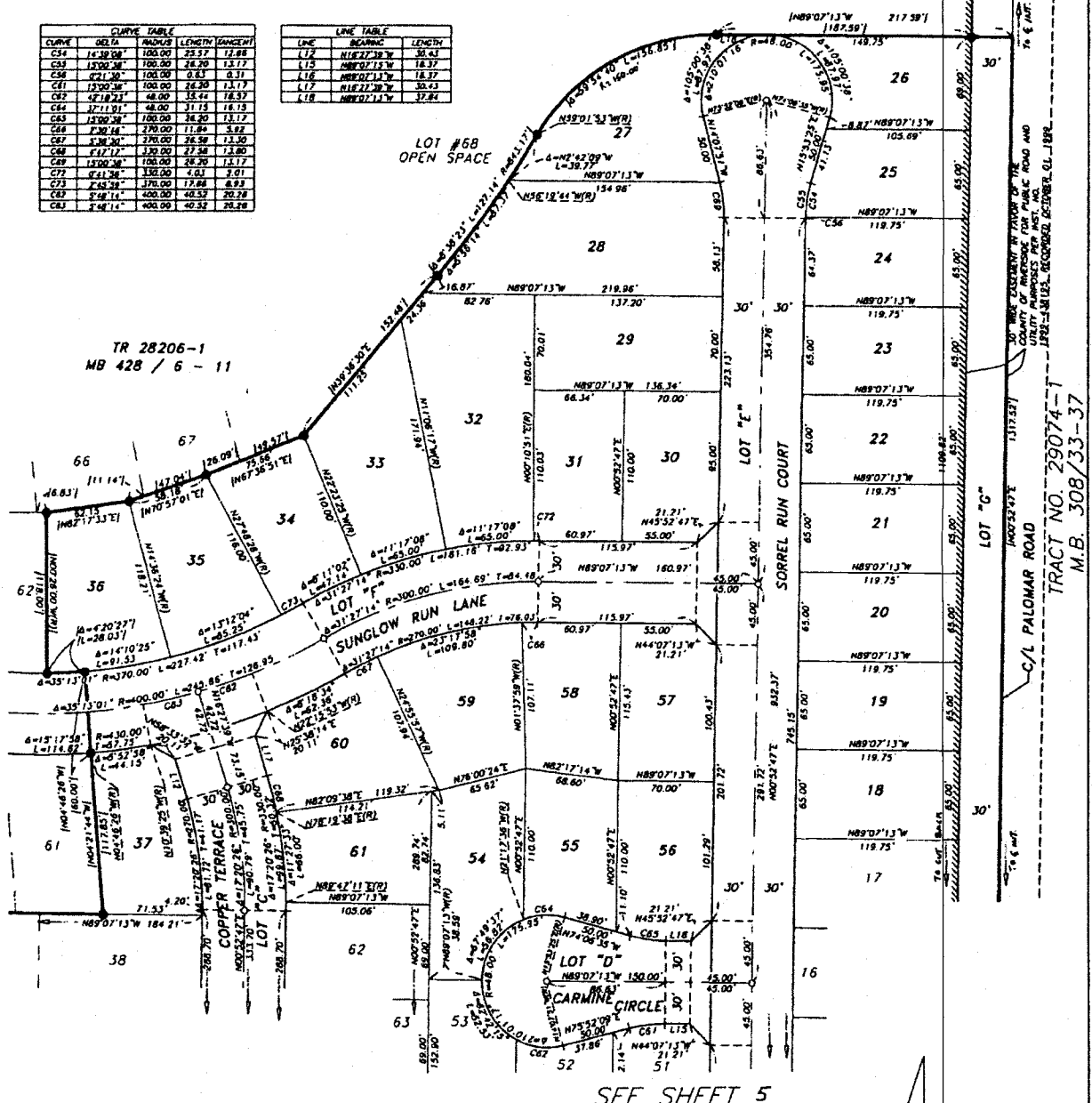
BEING A SUBDIVISION OF PARCEL 4 OF LOT LINE ADJUSTMENT NO. 9050, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 15, 2008 AS INSTRUMENT NO. 2008-088424, LYING WITHIN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN

PATRICK BUSBY & ASSOCIATES

SEPTEMBER 2009

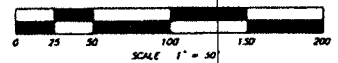
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH (CHORD)
C34	15°30'00"	100.00	25.37 12.88
C35	15°00'00"	100.00	24.30 12.77
C36	2°11'30"	100.00	0.63 0.31
C41	15°00'00"	100.00	24.30 12.77
C42	4°18'24"	46.00	12.44 12.37
C44	37°11'01"	46.00	11.73 12.13
C45	15°00'00"	100.00	24.30 12.77
C46	2°02'14"	270.00	11.80 5.82
C47	3°36'30"	270.00	12.50 13.50
C48	4°17'17"	330.00	17.58 13.80
C49	15°00'00"	100.00	24.30 12.77
C72	4°41'36"	130.00	4.61 9.01
C73	4°45'58"	170.00	17.68 6.93
C87	4°48'14"	400.00	48.57 30.78
C88	4°48'14"	400.00	48.57 30.78

LINE TABLE		
LINE	BEARING	LENGTH
L12	N16°27'38"W	35.43
L13	N89°07'13"W	18.37
L16	N89°07'13"W	18.17
L17	N16°27'38"W	35.43
L18	N89°07'13"W	37.84



TR 28206-1
MB 428 / 6 - 11

SEE SHEET 5



NOTE:
SEE SHEET 3 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, AND EASEMENT NOTES.

TO THE SURVEYOR BY THE COUNTY OF RIVERSIDE FOR PUBLIC ROAD AND UTILITY PURPOSES PER INST. NO. 1928-04015, RECORDED DECEMBER 01, 1988.
 TRACT NO. 29074-1
 M.B. 308/33-37

**State of California
Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME:

BEAZER HOMES HOLDINGS CORP.

FILE NUMBER: C1964501
REGISTRATION DATE: 03/26/1996
TYPE: FOREIGN CORPORATION
JURISDICTION: DELAWARE
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of February 28, 2012.

Debra Bowen

**DEBRA BOWEN
Secretary of State**

1964501

FILED
in the office of the Secretary of State
of the State of California

MAR 26 1996

Bill Jones
INFS, Secretary of State

**STATEMENT AND DESIGNATION
BY FOREIGN CORPORATION**

Beazer Homes Holdings Corp., a corporation organized and existing under the laws of
the State of Delaware, makes the following statements and designation:

1. The address of its principal executive office is 5775 Peachtree Dunwoody Road,
Suite C-550, Atlanta, GA 30342.

DO NOT USE POST OFFICE BOX

2. The address of its principal office in the State of California is 2260 Douglas
Boulevard, Suite 110, Roseville, CA 95661.

DO NOT USE POST OFFICE BOX

**DESIGNATION OF AGENT FOR SERVICE OF PROCESS
IN THE STATE OF CALIFORNIA
(Complete Either Item 3 or Item 4)**

3. (Use this paragraph if the process agent is a natural person.) Anthony R. Tonoa is
a natural person residing in the State of California, whose complete address is 2260
Douglas Boulevard, Suite 110, Roseville, CA 95661, is designated as agent upon

whom process directed to the undersigned corporation may be served within the State of California, in the manner provided by law.

4. (Use this paragraph if the process agent is a corporation.)

_____, a corporation organized and existing under the laws of _____, is designated as agent upon whom process directed to the undersigned corporation may be served within the State of California, in the manner provided by law.

NOTE: Before a corporation may be designated by any other corporation as an agent for service of process, a corporate agent must have complied with Section 1505, California Corporations Code.

5. The undersigned corporation hereby irrevocably consents to service of process directed to it upon the agent designated above, and to service of process on the Secretary of State of the State of California if the agent so designated or the agent's successor is no longer authorized to act or cannot be found at the address given.

Beazer Homes Holdings Corp.
(name of corporation)

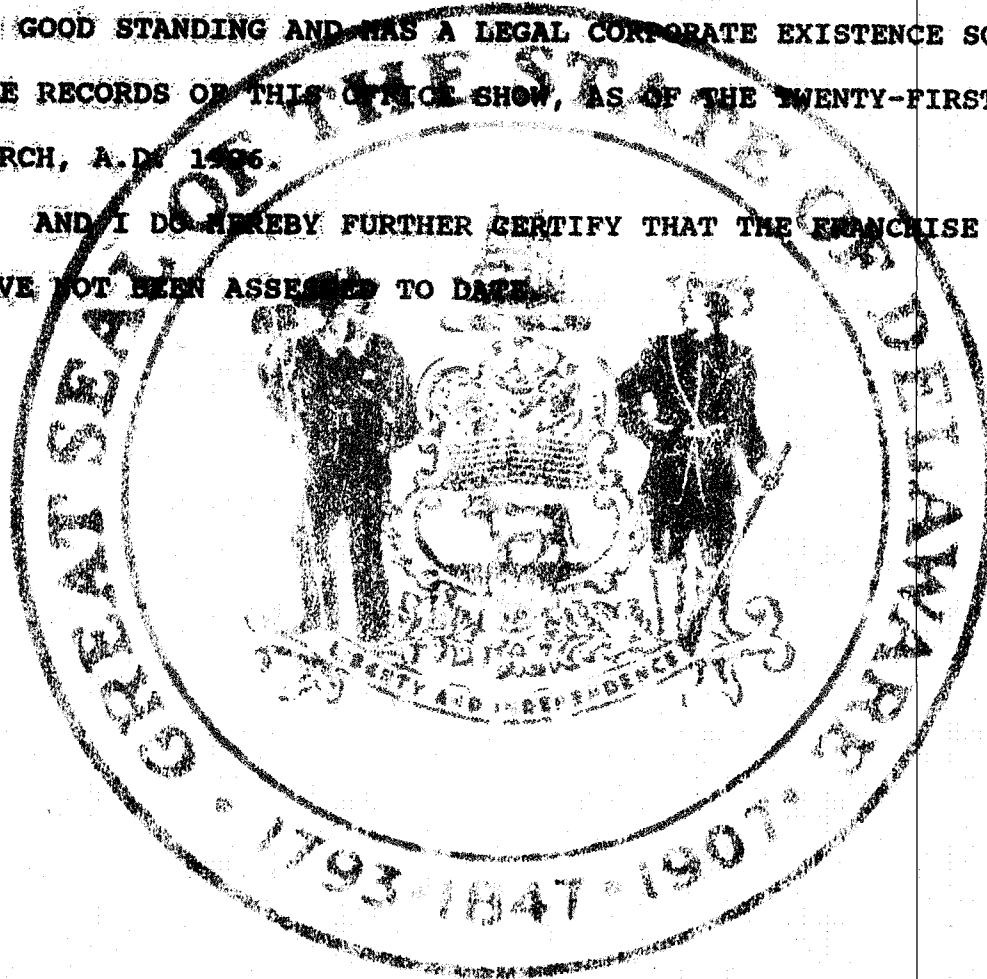

(Signature of Corporate Officer)

Anthony R. Tonso, Vice President
Typed Name and Title of Officer Signing

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "BEAZER HOMES HOLDINGS CORP." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF MARCH, A.D. 1996.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.



Edward J. Freel

Edward J. Freel, Secretary of State

2581054 8300

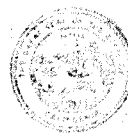
960081798

AUTHENTICATION:

7875437

DATE:

03-21-96



I hereby certify that the foregoing
transcript of 3 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

MAR 16 2012 ⁶

Date: _____

Debra Bowen
DEBRA BOWEN, Secretary of State



I hereby certify that the foregoing transcript of 4 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

MAR 16 2012

Date: _____

Debra Bowen
DEBRA BOWEN, Secretary of State

RESOLUTION NO. BHHC-2011-17

**WRITTEN CONSENT OF
THE BOARD OF DIRECTORS
OF BEAZER HOMES HOLDINGS CORP.**

**ACCEPTANCE OF MCCARTHY RESIGNATION, APPOINTMENT OF
CERTAIN OFFICERS AND DELEGATION OF AUTHORITY**

Effective as of June 12, 2011

Pursuant to Section 141(f) of the Delaware General Corporation Law, the undersigned, being the only remaining director on the board of directors (the "Board") of Beazer Homes Holdings Corp., a Delaware corporation (the "Company"), and in lieu of a meeting, does hereby adopt, approve, ratify and consent to the following resolutions, with the same force and effect as if such resolutions had been adopted at a duly convened meeting of the Board:

Acceptance of Resignation of Ian J. McCarthy

WHEREAS, Ian J. McCarthy has delivered a resignation from his position as a director of the Company and from the offices of President and Chief Executive Officer and from any positions held by him at the Company, effective as of the date hereof (the "Resignation");

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby accepts the Resignation effective as of the date hereof; and

RESOLVED FURTHER, that the officers of the Company are hereby authorized and instructed to execute and deliver any and all instruments, certificates, documents and agreements and to take any and all actions as may be necessary or in their opinion desirable to carry into effect the Resignation.

Appointment of President and Chief Executive Officer

WHEREAS, the Board has accepted the resignation of Ian J. McCarthy as President and Chief Executive Officer of the Company as of the date hereof;

WHEREAS, pursuant to Article IV of the Company's Bylaws, the Board has the power to appoint the officers of the Company, and has determined that it is in the best interests of the Company and its shareholders to appoint Allan P. Merrill as the President and Chief Executive Officer of the Company;

NOW, THEREFORE, BE IT RESOLVED, effective as of the date hereof, the Board appoints Allan P. Merrill, previously Executive Vice President, as President and Chief Executive Officer of the Company to serve until the next annual meeting of the Board and until his successor is elected and qualified, or until his earlier resignation, removal or death.

Appointment of Executive Vice President

WHEREAS, the Board has appointed Allan P. Merrill as President and Chief Executive Officer of the Company;

WHEREAS, pursuant to Article IV of the Company's Bylaws, the Board has the power to appoint the officers of the Company and, has determined that it is in the best interests of the Company and its shareholders to appoint Robert L. Salomon as the Executive Vice President of the Company;

NOW, THEREFORE, BE IT RESOLVED, effective as of the date hereof, the Board appoints Robert L. Salomon, previously Senior Vice President, as Executive Vice President of the Company to serve until the next annual meeting of the Board and until his successor is elected and qualified, or until his earlier resignation, removal or death.

Delegation of Authority

RESOLVED FURTHER, in accordance with Article IV of the Company's Bylaws, the Board hereby authorizes and delegates to Allan P. Merrill, the Company's President and Chief Executive Officer, the power and authority to appoint and remove from time to time the Company's Vice Presidents (including Executive Vice Presidents and Senior Vice Presidents), Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries and to specify the limits of their duties and authority. Such officers shall have the authority granted to such officers by the Company's Bylaws in Article IV, Section 4, except to the extent that Mr. Merrill assigns additional duties or imposes limitations on such authority as he may see fit from time to time; and

RESOLVED FURTHER, that this resolution shall remain in effect until revoked in writing by a majority of the directors of the Board, or until Mr. Merrill is no longer an

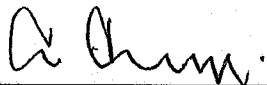
officer of the Company, and may not be further delegated by Mr. Merrill to any other person without authorization of the Board.

Approval of Actions

RESOLVED FURTHER, that the officers of the Company be, and each of them hereby is, authorized and directed to take or cause to be taken any and all further action that any of them may deem necessary or appropriate to carry out the purposes and intent of the foregoing resolutions, and that the execution by such officers of any paper or document or the doing by them of any act in furtherance of any of the foregoing matters shall conclusively establish their authority therefor from the Company and the approval and ratification by the Company of the papers and documents so executed and the actions so taken, and the Board does hereby authorize, ratify, confirm and approve all actions of the officers of the Company with respect to the matters set forth in the foregoing resolutions as shall already have been taken in furtherance of the intent of the foregoing resolutions.

[Signature Page Follows]

SIGNATURE PAGE
Resolution BHHC-2011-17
Board of Directors Consent



Date: 8/4/2011

Brian C. Beazer

RESOLUTION NO. BHHC-2011-16

BEAZER HOMES HOLDINGS CORP.
BEAZER HOMES SALES, INC.
BEAZER HOMES TEXAS HOLDINGS, INC.
(As general partner of Beazer Homes Texas, LP)
BEAZER PRE-OWNED HOMES, LLC
BEAZER PRE-OWNED CONSTRUCTION, LLC

APPOINTMENT OF OFFICERS AND SIGNATORIES

PHOENIX REGIONAL ACCOUNTING CENTER ("RAC")

Originally Executed March 18, 2008

Last Updated July 13, 2011

The undersigned, being the President and Chief Executive Officer (the "CEO") of Beazer Homes Holdings Corp., a Delaware corporation (the "Company") pursuant to authorities granted to him by the Board of Directors to appoint and remove officers of the Company and authority granted to him by the Board of Directors to authorize any person or persons to execute and deliver deeds, bonds, mortgages contracts or other obligations or instruments on behalf of the Company, does hereby take the following actions and directs the Secretary to file this Resolution with the minutes of the Company.

The following individuals are hereby appointed to serve as officers (the "Officers") or signatories (the "Designated Agent") of the Company as set forth below and it's direct and indirect subsidiaries, Beazer Homes Sales, Inc., Beazer Homes Texas Holdings Inc., general partner of Beazer Homes Texas, LP and Beazer Pre-Owned Homes, LLC (Pre-Owned Division)(the "Subsidiaries").

A. The individuals listed as Officers and Other Designated Individuals on Annex A shall have the authority set forth in this paragraph with respect to any of the cities located in the *Phoenix RAC*. These individuals shall have the authority to execute any and all documents incidental to the performance of his/her assigned duties and authorities, including but not limited to, purchase and sale agreements and related addenda, closing documents **except** for deeds, construction agreements, plats, CCRs, HOA documents, bonds, permit applications, utility easements and supplier and subcontractor agreements.

B. The individuals listed on Annex B as Designated Agents shall have authority with respect to any of the cities located in the *Phoenix RAC* to execute any and all documents incidental to the performance of his/her duties if authorized to do so by the CEO or the *Phoenix RAC* CFO.

C. The individuals listed on Annex C shall have the authority to execute the documents detailed therein. With respect to Division Presidents and Senior Regional Presidents, that authority may be exercised for the office in which the individual is located. With respect to the RAC CFO, that authority may be exercised with respect to any office in the *Phoenix RAC*.

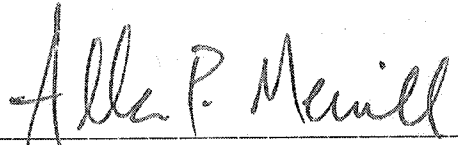
D. The individuals listed on Annex D and Annex E shall have the specific duties detailed therein and may only exercise those duties and powers for the office in which the individual is located except in Section E.2 and E.2a, which extends to all cities located in the *Phoenix RAC*. Further, any individual listed on Annex D and Annex E may be authorized to exercise his/her authority on behalf of any city in the *Phoenix RAC* should the individual be authorized to do so in writing on an interim or permanent basis by the CEO or the *Phoenix RAC* CFO. Such authorization shall be in writing.

The CEO hereby ratifies, confirms and declares that any act or thing heretofore done by any Officer or Designated Agent within the scope of this appointment shall be binding on the Company.

This Resolution supersedes any prior Resolution, Designation of Authority or other authority document issued by the Company prior to the date of this instrument, and the authority delegated to any individual so named herein shall remain in effect until the earlier of (i) death, (ii) termination of employment with the Company, whether voluntary or involuntary, or (iii) written termination or revocation hereof of any Officer's or Designated Agent's authority by the Company or the CEO. The cessation of authority of any so named individual shall not affect the authority of the remaining individuals listed in this document and the authority of the remaining individuals shall remain in full force and effect unless and until terminated in accordance with the terms of this paragraph.

SIGNATURE PAGE
RESOLUTION BHHC-2011-16

IN WITNESS WHEREOF, the undersigned has set his hand July 15 2011.

A handwritten signature in cursive script that reads "Allan P. Merrill". The signature is written in dark ink and is positioned above a horizontal line.

Allan P. Merrill

ANNEX A
Officers and Other Designated Individuals
Phoenix RAC

NAME	TITLE
Roy Alley	Regional CFO – Phoenix RAC
Clarence Clemons	Sales Dept Head – Phoenix RAC
Ryan Johnson	Controller, RAC – Phoenix RAC
Rich O'Connor	President, Pre-Owned Division – Phoenix RAC
Sean Quinlan	Reg/RAC Exec, Purch/Est – Phoenix RAC
Lora Wissing	Controller, RAC – Phoenix RAC

ANNEX B
Designated Agents
Phoenix RAC

NAME	TITLE
James Alexander	Reg/RAC Mgr, Purchasing – Phoenix RAC
Roy Alley	Regional CFO – Phoenix RAC
Roy Alley	Regional CFO – Phoenix RAC – for BH Building Products, LP and Pre-Owned Division
William Duffy	Mgr, Finance FP&A RAC – Phoenix RAC
Chris Faltisek	Purch Prof'l, RAC – Phoenix RAC
Scott Hartson	Director of Acquisitions, Pre-Owned Division – Phoenix RAC
Angela Helms	Area Dir, HR – Phoenix RAC
Leslie Hickman	Transactions Mgr, – Pre-Owned Division
Tamara Kuehl	Mgr, Escrow Closing RAC – Phoenix RAC
Denise Nash	Mgr, Purchasing – Phoenix RAC
Sean Quinlan	Reg/RAC Exec, Purch/Est – Phoenix RAC – for BH Building Products, LP

ANNEX C

**President, EVP & General Manager or RAC CFO
Phoenix RAC**

1. Non-binding letters of intent prior to approval by the Land Acquisition and Review Committee ("LAR"). All other documents, including but not limited to (1) purchase agreements, (2) option agreements or (3) disposition agreements, may be signed by a Division President or RAC CFO or designee provided the document(s) to be signed (1) has been reviewed and approved by the Legal Department or an attorney designated by the Legal Department; (2) the agreements include a due diligence period allowing the agreement to be completely terminated without any obligation or cost; and (3) any deposits are fully refundable.

2. Land purchase or sale agreements and land option agreements so long as the contemplated purchase or sale has received approval from the CEO or LAR.

NAME	TITLE
Roy Alley	Regional CFO – Phoenix RAC
Ken Dohrn	Interim President, Divisional – Phoenix
Gerald A. Gates	President, Divisional – California
Bill June	President, Divisional – Las Vegas, New Mexico
Rich O'Connor	President, Pre-Owned Division – Phoenix RAC
Troy Radelat	President, Divisional – Dallas
Kurt Watzek	President, Divisional Sr – Houston

ANNEX D

**President, EVP & General Manager or Controller
Phoenix RAC**

1. Administrative contracts, regardless of size

2. Purchase and Sale agreements and related addenda and closing documents (including FHA and VA)

3. Construction agreements, permit applications and bond applications, including offsite municipality bonds

4. Development and construction agreements, plats, CCRs, HOA documents, utility easements, rights of way, supplier and subcontractor agreements

5. Confidentiality agreements and Non-disclosure agreements after review by legal department

NAME	TITLE
Ken Dohrn	Interim President, Divisional – Phoenix
Gerald A. Gates	President, Divisional – California
Bill June	President, Divisional – Las Vegas, New Mexico
Rich O'Connor	President, Pre-Owned Division
Troy Radelat	President, Divisional – Dallas
Kurt Watzek	President, Divisional Sr – Houston

ANNEX E

Other Officers and Designated Agents of Beazer Homes Holdings Corp. Phoenix RAC

E.1 Administration	
1. Contracts for supplies, office equipment and other general contracts	
2. Any and all other documents incidental to the performance of the duties described above if authorized by the CEO, the Phoenix RAC CFO or the President of the Office to which he/she is assigned.	
NAME	TITLE
Leslie Hickman	Transactions Mgr – Pre-Owned Division
Sam Ownby	Const Dept Head – Houston
June Struttmann	Office Manager – Phoenix
James Van Gelder	Sales/Mktg Dept Head – Colorado & New Mexico

E.2 Closings – Execution of Deeds – Closing of Homes	
The following individuals are authorized by the Company to execute any and all deeds in connection with the sale of homes in the <i>Phoenix RAC</i> . For the purposes of signing deeds in the <i>Phoenix RAC</i> , the title Vice President, Phoenix RAC will be used on all deeds.	
NAME	
Roy Alley	
Clarence Clemons	
Ken Dohrn	
Gerald A. Gates	
Julie Glass	
Scott Hartson	
Ryan Johnson	
Bill June	
Rich O'Connor	
Sam Ownby	
Troy Radelat	
James Stich	
Angie Thompson	
James Van Gelder	
Kurt Watzek	
Lora Wissing	

E.2a Closings – Execution of Deeds – Acquisition and Disposition of Land

The following individuals are authorized by the Company to execute any and all deeds in connection with the disposition of land in the *Phoenix RAC*. For the purposes of signing deeds in the *Phoenix RAC*, the title Vice President, Phoenix RAC will be used on all deeds.

NAME

Roy Alley

Clarence Clemons

Ken Dohrn

Gerald A. Gates

Ryan Johnson

Bill June

Troy Radelat

Kurt Watzek

Lora Wissing

E.3 Closings

1. Only those documents required to close a home sale, which shall include CCRs and other homeowner association documents. Individuals listed in this section who are not listed in **Section E.2a** above are specifically **NOT** authorized to sign deeds

2. Any and all other documents incidental to the performance of the duties described above if authorized by the CEO, the Phoenix RAC CFO or the President of the Office to which he/she is assigned.

NAME**TITLE**

Julie Glass

Mgr, Accounting – Houston

Cynthia Gonzales

Escrow/Closing Dept Head – Northern & Southern California

Leslie Hickman

Transactions Mgr – Pre-Owned Division

Tamara Kuehl

Mgr, Escrow Closing RAC – Phoenix RAC

Sam Ownby

Const Dept Head – Houston

Heather Phillips

Mgr, Escrow Closing RAC – Phoenix RAC

James Stich

LD Manager – Northern California

Angie Thompson

Design Center Manager – Dallas

James Van Gelder

Sales/Mktg Dept Head – Colorado & New Mexico

E.4 Construction

1. All Agreements and all permit and bond applications, including offsite municipality bonds
2. Any and all other documents incidental to the performance of the duties described above if authorized by the CEO, the Phoenix RAC CFO or the President of the Office to which he/she is assigned.

NAME	TITLE
Bryan Bergeron	LD Professional – Southern California
Darius Fatakia	LD Manager – Southern California
Francois Gratton	Area Mgr/Gen Superintendent – Phoenix
Scott Hanenkrat	Const Dept Head – Southern California
Ray Huff	Sr Builder – Las Vegas
Sam Ownby	Const Dept Head – Houston
Richard Sergent	Sr Builder – Northern & Southern California
Steve Shane	Field Operations Mgr – Pre-Owned Division
Jim Shields	Area Mgr/Gen Superintendent – Dallas
James Stich	LD Manager – Northern California
Zac Thompson	Director of LA & LD – Dallas
James Van Gelder	Sales/Mktg Dept Head – Colorado & New Mexico

E.5 Land

1. All construction and development agreements, plats, CCRs, utility easements, rights of way, non-binding LOIs, all permit, permit based reporting and permit terminations and all bond application for off-site and site development
2. Other closing documents associated with the takedown of lots or the development of phases of a subdivision if approved by the CEO, the Phoenix RAC CFO or the President of the Office to which he/she is assigned. Only individuals who are listed on Section E.2 may sign deeds in connection with land acquisition, disposition or development
3. Any and all other documents incidental to the performance of the duties described above if authorized by the CEO, the Phoenix RAC CFO or the President of the Office to which he/she is assigned.

NAME	TITLE
Greg Coleman	LD Manager – Houston
Darius Fatakia	LD Manager – Southern California
Myron Spencer	LA&LD Dept Head – Phoenix
James Stich	LD Manager – Northern California
Zac Thompson	Director of LA & LD- Dallas

E.6 Land Department Head

1. All construction and development agreements, plats, CCRs, utility easements, rights of way, non-binding LOIs, all permit, permit based reporting and permit terminations and all bond application for off-site and site development
2. Other closing documents associated with the takedown of lots or the development of phases of a subdivision if approved by the CEO, the Phoenix RAC CFO or the President of the Office to which he/she is assigned. Only individuals who are listed on Section E.2 may sign deeds in connection with land acquisition, disposition or development
3. In the absence of a President or the Phoenix RAC CFO, documents required at the closing table, so long as they are based on executed contracts, may be signed by a land department head. A land department head is specifically not authorized to execute contracts or addendums as they relate to the purchase or sale of land.
4. Any and all other documents incidental to the performance of the duties described above if authorized by the CEO, the Phoenix RAC CFO or the President of the Office to which he/she is assigned.

NAME	TITLE
None	

E.7 Sales

1. All sales agreements and related addenda
2. Any and all other documents incidental to the performance of the duties described above if authorized by the CEO, the Phoenix RAC CFO or the President of the Office to which he/she is assigned.

NAME	TITLE
Katherine Barnes	Mgr, Sales – Dallas
Mike Barrow	Mgr, Sales – Houston
Jamie Betts	VP Sales – Houston
Scott Hartson	Director of Acquisitions – Pre-Owned Division
Timothy Large	Mgr, Sales – Houston
Matt Lott	VP Sales – Dallas
Kellie Perez	Mgr, Sales – Las Vegas
James Van Gelder	Sales/Mktg Dept Head – Colorado, New Mexico & Phoenix

E.8 Marketing

1. All marketing and advertising agreements and related invoices
2. Any and all other documents incidental to the performance of the duties described above if authorized by the CEO, the Phoenix RAC CFO or the President of the Office to which he/she is assigned.

NAME	TITLE
Jennifer Puma	Regional Marketing Manager – Phoenix, Las Vegas, New Mexico, California

E.9 Purchasing

1. All supplier and subcontractor agreements
2. Any and all other documents incidental to the performance of the duties described above if authorized by the CEO, the Phoenix RAC CFO or the President of the Office to which he/she is assigned.

NAME	TITLE
Scott Hartson	Director of Acquisitions – Pre-Owned Division
Denise Nash	Mgr, Purchasing – California
Sam Ownby	Const Dept Head – Houston
James Van Gelder	Sales/Mktg Dept Head – Colorado & New Mexico

E.10 Assistant Secretary

Assistant Secretaries shall have the authority to attest to the signature of other officers of the Company, to have custody of the Corporate Seal, and to affix it to any instrument requiring it. The Assistant Secretary may also execute secretarial certificates from time to time, but only under the direction of, and with the permission of, the Corporate Secretary or Corporate Assistant Secretary.

NAME	TITLE
Roy Alley	Assistant Secretary
Bill Duffy	Assistant Secretary
Julie Glass	Assistant Secretary
Scott Hartson	Assistant Secretary
Ryan Johnson	Assistant Secretary
Lora Wissing	Assistant Secretary

**RESOLUTION NO. BHHC-2011-18
BEAZER HOMES HOLDINGS CORP.**

**DIRECTOR ELECTION – ALLAN P. MERRILL
BEAZER HOMES USA, INC., SOLE SHAREHOLDER**

Effective as of June 12, 2011

Pursuant to Sections 228 and 211(b) of the Delaware General Corporation Law, the undersigned, Beazer Homes USA, Inc., a Delaware corporation (the "Company"), being the sole shareholder of Beazer Homes Holdings Corp., a Delaware corporation ("BHHC"), in lieu of a meeting, the calling of which is hereby expressly waived, hereby adopts, approves and consents to the following resolutions, with the same force and effect as if such resolutions had been adopted at a duly convened meeting of shareholders:

WHEREAS, effective June 12, 2011, Ian J. McCarthy resigned as a director of BHHC, and the Company now desires to elect Allan P. Merrill to become a director of BHHC;

NOW THEREFORE BE IT RESOLVED, that Allan P. Merrill is elected to serve as a director of BHHC to serve until the 2012 Annual Meeting of Shareholders of BHHC or as otherwise set forth in BHCC's Articles of Incorporation and Bylaws;

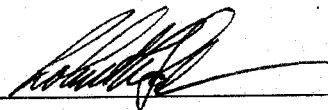
FURTHER RESOLVED, that any and all actions taken by the Board of Directors prior to the date hereof are hereby ratified, confirmed, adopted and approved, effective as of the respective dates of such actions; and

FURTHER RESOLVED, that all actions taken by the officers of April to date in connection with the foregoing resolutions or otherwise are hereby ratified, confirmed, adopted and approved, effective as of the respective dates of such actions.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned sole shareholder of BHHC hereby indicates its approval of the foregoing as of the date first written above through its duly undersigned officer.

BEAZER HOMES USA, INC.
Sole Shareholder of BHHC

A handwritten signature in black ink, appearing to read 'Robert L. Salomon', is written over a horizontal line.

Robert L. Salomon
Executive Vice President