

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

206B



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
July 16, 2014

**SUBJECT:** Approval of Final Parcel Map 33942, a Schedule "E" Subdivision in the Perris Area. 1<sup>st</sup>/1<sup>st</sup> District; [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities as approved by County Counsel; and
2. Approve the final map; and
3. Authorize the Chairman of the Board of Supervisors to sign the Improvement Agreements and final map for Parcel Map 33942.

**BACKGROUND:**

**Summary**

Tentative Parcel Map 33942 was approved by the Board of Supervisors on July 29, 2008, as Agenda Item 1-5a. This 70.64 acre subdivision is creating three commercial parcels and two open space parcels. This final map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances obtained to allow for the recordation of the final map.

REVIEWED BY EXECUTIVE OFFICE  
 DATE: [Signature]  
 Departmental Concurrence: Steven C. Horn  
 FORM APPROVED COUNTY COUNSEL  
 BY: ANNA W. WANG  
 DATE: [Signature]

HS: If  
 Submittals: Final Map  
 Road/Drainage Improvement Agreements  
 Water Improvement Agreements  
 Sewer Improvement Agreements  
 Monumentation Agreements

[Signature: Patricia Romo]

Patricia Romo  
 Assistant Director of Transportation  
 for Juan C. Perez  
 Director of Transportation and Land Management

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

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2014 JUL 29 AM 10:24

RCED JUL21 14 PM 4:58

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Approval of Final Parcel Map 33942, a Schedule "E" Subdivision in the Perris Area. 1st/1st District;**  
[\$0]

**DATE:** July 16, 2014

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary (continued)**

The developer desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and Securities, which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer. Securities posted by Westchester Fire Insurance Company are as follows:

- \$4,570,260 - Bond #K07900806 for the completion of street improvements
- \$ 374,930 - Bond #K07900831 for the completion of the water system
- \$ 333,070 - Bond #K07900843 for the completion of the sewer system
- \$ 23,040 - Bond #K07900855 for the completion of the monumentation





NOT TO SCALE

# VICINITY MAP

## PARCEL MAP 33942

SEC. 35 & 36, TWP. 3S., RNG. 4W.

Supervisorial District: 1 (Kevin Jeffries)





FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.



ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County

Contractor

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

Knox Logistics LLC  
3501 Jamboree Rd., Suite 230  
Newport Beach, CA 92660

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_ See Attached Signature Page

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By \_\_\_\_\_

ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM

County Counsel

By  \_\_\_\_\_

**SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPLICATE**



Tract/Parcel Map 33942 (PP 20699-R1)  
Agreement for the Construction of Road/Drainage Improvements

**Knox Logistics LLC**

a Delaware limited liability company

By: **Lion-TCC Development II, LLC,**  
a Delaware limited liability company,  
Its Managing Member

By: **TC Industrial Associates, Inc.,**  
a Delaware corporation,  
Its Managing Member

By: \_\_\_\_\_

  
Name: David Nazaryk,  
Title: Vice President



## ACKNOWLEDGMENT

State of California  
County of Orange )

On November 21, 2012 before me, R. Flandez, Notary Public  
(insert name and title of the officer)

personally appeared David Nazaryk,  
who proved to me on the basis of satisfactory evidence to be the pers on(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 pers on(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)





FOURTH: The Contractor hereby grants to County, the Surety upon any bond, and to the agents, employees and contractors of either or them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow Contractor to carry out this agreement.

FIFTH: Contractor agrees to file with County prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

SIXTH: If contractor neglects, refuses, or fails to prosecute the work as to insure its completion within the time specifies, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor in such agreement, but said termination shall not affect or terminate any of the rights of County as against Contractor or its Surety then existing or which thereafter accrue because of such default. The determination of the County Surveyor of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, its Surety, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

SEVENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

EIGHTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.



NINTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County

Contractor

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

Knox Logistics LLC  
3501 Jamboree Rd., Suite 230  
Newport Beach, CA 92660

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By \_\_\_\_\_

Title \_\_\_\_\_

See Attached Signature Page

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By \_\_\_\_\_


ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM

County Counsel

By  \_\_\_\_\_

**SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPPLICATE**



Tract/Parcel Map 33942 (PP 20699-R1)  
Agreement for the Placement of Survey Monuments

**Knox Logistics LLC**  
a Delaware limited liability company

By: **Lion-TCC Development II, LLC,**  
a Delaware limited liability company,  
Its Managing Member

By: **TC Industrial Associates, Inc.,**  
a Delaware corporation,  
Its Managing Member

By: \_\_\_\_\_

  
Name: David Nazaryk,  
Title: Vice President



**ACKNOWLEDGMENT**

State of California  
County of Orange

On November 21, 2012 before me, R. Flandez, Notary Public  
(insert name and title of the officer)

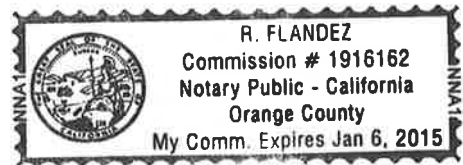
personally appeared David Nazaryk  
who proved to me on the basis of satisfactory evidence to be the pers on(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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







FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Landowner shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Landowner shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.



TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

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Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

Contractor  
Knox Logistics LLC  
3501 Jamboree Rd., Suite 230  
Newport Beach, CA 92660

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By \_\_\_\_\_  
Title \_\_\_\_\_  
See Attached Signature Page  
By \_\_\_\_\_  
Title \_\_\_\_\_

COUNTY OF RIVERSIDE


By \_\_\_\_\_

ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM

County Counsel  
By \_\_\_\_\_  


SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPLICATE

Revised 09/29/09



Tract/Parcel Map 33942 (PP 20699-R1)  
Agreement for the Construction of Water System Improvements

**Knox Logistics LLC**  
a Delaware limited liability company

By: **Lion-TCC Development II, LLC,**  
a Delaware limited liability company,  
Its Managing Member

By: **TC Industrial Associates, Inc.,**  
a Delaware corporation,  
Its Managing Member

By:   
Name: David Nazaryk,  
Title: Vice President



## ACKNOWLEDGMENT

State of California  
County of Orange

On November 21, 2012 before me, R. Flandez, Notary Public  
(insert name and title of the officer)

personally appeared David Nazaryk,  
who proved to me on the basis of satisfactory evidence to be the pers on(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 pers on(s) acted, executed the instrument.

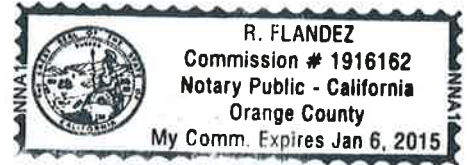
I certify under PENALTY OF PERJURY under the laws of the State of Cali fornia that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



W. J. LAMBLE  
Commander & 1st Lt.  
Notary Public - California  
Orange County  
My Comm. Expires Jan 6 2012



**AGREEMENT  
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Knox Logistics LLC, hereinafter called Contractor.

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Parcel Map 33942 (PP 20699-R1)**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Eastern Municipal Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Three hundred thirty-three thousand seventy and no/100 Dollars (\$333,070.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

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Contractor

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

Knox Logistics LLC  
3501 Jamboree Rd., Suite 230  
Newport Beach, CA 92660

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By \_\_\_\_\_

Title \_\_\_\_\_

See Attached Signature Page

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By \_\_\_\_\_

ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By \_\_\_\_\_

Deputy

APPROVED AS TO FORM

County Counsel

By  \_\_\_\_\_

**SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPLICATE**



Tract/Parcel Map 33942 (PP 20699-R1)  
Agreement for the Construction of Sewer System Improvements

**Knox Logistics LLC**  
a Delaware limited liability company

By: **Lion-TCC Development II, LLC,**  
a Delaware limited liability company,  
Its Managing Member

By: **TC Industrial Associates, Inc.,**  
a Delaware corporation,  
Its Managing Member

By: \_\_\_\_\_

  
Name: David Nazaryk,  
Title: Vice President



## ACKNOWLEDGMENT

State of California  
County of Orange

On November 21, 2012 before me, R. Flandez, Notary Public  
(insert name and title of the officer)

personally appeared David Nazaryk,  
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)



MY COMMISSION EXPIRES JAN 6, 2012  
H. LAMBERT  
Commissioner & 1912103  
Notary Public - California  
Orange County



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

c/o Trammell Crow Company  
3501 Jamboree Road, Suite 230  
Newport Beach, California 92660  
Attn: Dave Drake

---

(Space above this line for Recorder's use)

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR KNOX LOGISTICS CENTER**

**RECITALS**

This Declaration of Easements, Covenants, Conditions and Restrictions (this "Declaration") for \_\_\_\_\_ is made as of July 3, 2014 by KNOX LOGISTICS LLC, a Delaware limited liability company ("Declarant"), with reference to the following facts:

Declarant is the fee owner of that certain real property located in the unincorporated area of the County of Riverside ("County"), State of California, as more particularly described on Exhibit "A" ("Property").

Declarant intends to develop the Property into a commercial/industrial business park development with related amenities and Declarant may from time to time sell, finance, lease, or otherwise transfer the Property or portions thereof to other persons subject to the terms and conditions of this Declaration.

NOW, THEREFORE, the undersigned Declarant hereby agrees and declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, improvement setbacks, rights-of-way, obligations, liabilities and other charges set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE 1**

**DEFINITIONS**

1.1 Certain Defined Terms. As used herein, the following terms shall have the following meanings (such meanings to be applicable to both the singular and plural forms of the terms defined):





1.1.1 "Affiliate of Declarant" shall mean, with respect to Declarant, (a) a Person directly or indirectly controlling, controlled by, or under common control with Declarant; (b) a Person owning or controlling the outstanding voting securities or beneficial interests of Declarant; (c) an officer, director, partner, or member of the immediate family of Declarant; and/or (d) any Person who is an officer, director, partner, or holder of voting securities or beneficial interests of any Person described in clauses (a) through (c) of this sentence. For purposes of this definition, the term "controlling," "controlled by," or "under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of Declarant, whether through the ownership of voting securities, by contract or otherwise.

1.1.2 "Applicant" shall mean the Owner of a Building Site, or its authorized representative, for the purpose of making application and/or obtaining the Approval of the Declarant.

1.1.3 "Approve," "Approval" or "Approved" shall mean an express prior approval in a written statement signed by the approving Person, or deemed approval pursuant to Section 6.5 hereof.

1.1.4 "Assessments" shall have the meaning set forth in Article 7 hereof.

1.1.5 "Assessment Land" shall mean any and all Building Sites.

1.1.6 "Board" shall mean the Board of Directors of the Owners Association.

1.1.7 "Building" shall mean and include, but not be limited to, any structure built for temporary or permanent use in accordance with the terms of this Declaration on a Building Site.

1.1.8 "Building Coverage" shall mean the actual footprint of all Buildings on the Building Site, as measured to the exterior faces of the Building walls.

1.1.9 "Building Site" shall mean a tract of real property within the Property (including Private Open Space), as established by the legal description in a conveyance or lease from Declarant to an Owner or Occupant who is not Declarant, or as established by a plat. A Building Site may also be established by Declarant prior to the conveyance of title to such property by an instrument in writing executed, acknowledged, and recorded by Declarant in the Records, which instrument designates a tract of real property as a Building Site for purposes of this Declaration. Common Areas shall not be Building Sites.

1.1.10 "Business Days" shall mean Monday through Friday, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, and any other holiday recognized by national banks ("Holidays").

1.1.11 "By-laws" shall mean the by-laws of the Owner's Association, as the same may be amended from time to time.



1.1.12 "Common Areas" shall mean any areas Declarant may designate as Common Area, if any, from time to time.

1.1.13 "Common Expenses" shall mean and include all expenses of maintenance, utilities and taxes incurred by Declarant or the Owners Association pursuant to this Declaration, all insurance premiums and deductibles for the insurance carried pursuant to Article 8 hereof, all expenses incurred in connection with enforcement of this Declaration, all expenses expressly declared to be Common Expenses by this Declaration, and all other expenses which Declarant or the Owners Association are entitled to incur pursuant to the provisions of this Declaration.

1.1.14 "Common Facilities" shall mean and include all Improvements located on Common Areas which are designated by Declarant for common use by the Owners and Occupants from time to time, if any.

1.1.15 "County" shall mean Riverside County, California.

1.1.16 "Design Guidelines" shall mean any design guidelines established by the Declarant in writing from time to time.

1.1.17 "Hazardous Materials" shall mean any hazardous, dangerous or toxic substance, material or waste, regulated by any federal, state or local law, regulation or ordinance.

1.1.18 "Improvements" shall mean and include, but not be limited to, any and all Buildings, Common Facilities, outbuildings, roads, driveways, entrances, exists, sidewalks and walkways, vehicular and pedestrian ramps and walkways, parking areas, fences, screening walls, retaining walls, drains, sewers, lighting fixtures, wiring, electrical panels, signs, utilities, lawns, landscaping, and walkways located within the Property, including all of the same located on Building Sites and Common Areas, together with any construction work or treatment done or applied to all or part of the Property in connection therewith.

1.1.19 "Managing Agent" shall mean the individual or entity (whether one or more) employed by either the Declarant or the Owners Association expressly to assist with the performance of the duties of the Declarant or the Owners Association.

1.1.20 "Occupant" shall mean a Person that has purchased, leased, rented, or has otherwise legally acquired the right to occupy and use any Building or Building Site, whether or not such right is exercised.

1.1.21 "Owner" shall mean a Person that is the record owner of a fee simple estate in a Building Site (including, without limitation, Declarant).

1.1.22 "Owners Association" shall mean a nonprofit mutual benefit corporation incorporated pursuant to the nonprofit corporation law of the State of California, which shall be the governing body of the Property on matters of common concern from and after the date that Declarant or an Affiliate of Declarant ceases to be an Owner of any portion of the Property (or such earlier date as Declarant may designate).



1.1.23 "Person" shall mean any individual, corporation, limited liability company, partnership, co-tenancy, joint venture, individual, business trust, real estate investment trust, trust, banking association, federal or state savings and loan institution, or any other legal entity, whether or not a party hereto.

1.1.24 "Prime Rate" shall mean the prime rate or base rate of interest established from time to time by Wells Fargo or its successor(s) (whether or not such rate is actually charged by such banks).

1.1.25 "Private Open Space" shall mean all of a Building Site not devoted to Building Coverage.

1.1.26 "Records" shall mean the real property records of the County.

1.1.27 "Sharing Ratio" for each Building Site shall mean that percentage determined by dividing the number of square feet included within such Building Site by the total number of square feet included within those Building Sites upon which Buildings have been constructed.

1.1.28 "Zoning Conditions" shall mean the zoning and related conditions applicable to the Property on the date hereof, including, without limitation, those certain zoning conditions imposed by the County, and all modifications, amendments, variances, or special exceptions thereto hereafter made or granted.

1.2 Other Terms. All terms used in this Declaration which are not defined in this Article 1 shall have the meanings set forth elsewhere in this Declaration.

## **ARTICLE 2**

### **PROPERTY SUBJECT TO THIS DECLARATION**

The Property is hereby made subject to the terms, conditions, covenants, restrictions, easements, and reservations set forth herein.

## **ARTICLE 3**

### **PURPOSE OF THIS DECLARATION**

This Declaration is made to ensure proper use, development, and improvement of the Property so as to: (i) protect the Owners and Occupants of Building Sites against such use of neighboring Building Sites as might depreciate the value of their Building Sites; (ii) guard against the erection within the Property of Improvements built with unsuitable design or materials or with improper quality or methods of construction; (iii) ensure adequate and reasonable development of the Property; (iv) encourage the erection within the Property of attractive permanent Improvements appropriately located to ensure harmonious appearance and functions and which are consistent with the planned development of the Property; (v) provide for orderly and effective maintenance of the Property; (vi) provide for the construction, architectural and engineering design and, in general, provide a harmonious development that will promote the



general welfare of the Owners and Occupants of the Property and enhance the present and future value of the Property.

## ARTICLE 4

### LAND USE

The following general rules shall apply with respect to the use of Building Sites:

4.1 Permitted Uses. Unless otherwise consented to in writing by Declarant, in its sole and absolute discretion, each Building Site shall be used only for uses permitted pursuant to the Zoning Conditions. All other uses are expressly prohibited.

4.2 Basic Restrictions. Without the prior written Approval of the Declarant:

4.2.1 No previously Approved Improvement shall be used for any purpose other than that for which it was originally designed and Approved; and

4.2.2 No Building Site shall be split, divided or subdivided, except as consented to by Declarant in writing in its sole and absolute discretion.

4.3 Rules and Regulations. Declarant may (but is not obligated to) make and enforce additional nondiscriminatory and reasonable rules and regulations governing the use of the Property (including, without limitation, the Building Sites), which rules and regulations shall be in writing and shall be consistent with the rights and duties established by this Declaration.

4.3 Water Quality Management Requirements. Declarant is developing the Property in accordance with a Water Quality Management Plan ("WQMP") required by the California State Water Quality Control Board and the County. The WQMP imposes requirements for the design, implementation and maintenance of Best Management Practices ("BMPs") to eliminate and/or mitigate all non-storm water discharges into storm drains during and after the construction of the Property. Declarant, the Owners and the Owners Association will be subject to the terms and conditions of the BMPs, including without limitation, the BMP's set forth in Article 14 of this Declaration. All activities undertaken by Declarant, Owners, or Owners Association, and their respective agents, employees, contractors and/or representatives with respect to the Property and each Building Site must comply with the BMPs. The requirements of the BMPs include, but are not limited to preventing run off of soil, sand, sediment, oil, gasoline or other hydrocarbons, paint, fertilizers, pool chemicals and other household chemicals into the storm drains located in the Project. For example, Owners must place sandbags around soil and sod when installing landscaping in order to prevent run off into the storm drains. Also, when fertilizing or landscaping, Owners must take measures to prevent over-watering of the landscaping to insure that fertilizer and other lawn chemicals do not run into the storm drains. The WQMP also affirmably obligates Owners to take immediate corrective action whenever there is a violation of the BMPs as to the Property and/or a Building Site. Penalties may include significant fines that may be imposed against Owners for violation of the WQMP. For more specific information and literature, contact the County of Riverside Storm Water/Clean Water Protection Program.





## ARTICLE 5

### APPROVAL OF PLANS

5.1 Approval Required. Subject to the provisions of Section 5.4.4, no construction may occur on any Building Site without the Approval of the plans and specifications for such construction or alteration by the Declarant. The Declarant shall have the discretion to determine whether plans and specifications submitted for its Approval are acceptable to the Declarant, and the Declarant shall be entitled and empowered, in accordance with the provisions of Article 12 hereof, to enjoin or remove any construction undertaken pursuant to plans and specifications that have not been Approved by the Declarant, if such Approval is required by this Article 5. The procedures set forth in this Article 5 may be supplemented and interpreted from time to time by actions of the Declarant not inconsistent with this Article 5 or the statement of purpose set forth in Article 3 hereof. Notwithstanding the foregoing, all Improvements shall, at a minimum, comply with the Zoning Conditions.

#### 5.2 Review Procedure

5.2.1 Prior to the commencement of any Regulated Work (as defined below), the Applicant, Owner or Occupant proposing to construct or install such Improvements shall meet with a member of the Declarant or such other Person as may be designated by the Declarant to discuss the nature and scope of such proposed Improvements. The Applicant shall provide the Declarant with plans and specifications reasonably sufficient for the Declarant to thoroughly review the nature and scope of the proposed Improvements. Declarant may Approve or outline any conditions associated with the Approval or reasons for denial thereof. In the event conditional Approval is given, final Approval will not be granted until all conditions have been satisfied. Approval must be obtained before the Applicant may proceed to the next phase.

"Regulated Work" shall mean any work related to signage, landscaping, Building improvements, satellite dishes, antennas, trash enclosures, fencing, lighting, driveways, parking areas and any Improvements that may affect (as determined by the Declarant) the appearance, design or outside elements of any Building. Notwithstanding anything to the contrary contained herein, Regulated Work shall not include work required under emergency circumstances.

5.2.2 Once the improvements have been unconditionally Approved by the Declarant, the Applicant or Owner shall provide to the Declarant written notice of construction initiation at least seven (7) calendar days prior to commencement of such construction. The Declarant may make periodic in-progress inspections of the construction to ensure compliance with Approved plans and specifications. The Applicant will, prior to obtaining any governmental Approvals, submit to the Declarant for Approval one copy of any pending change orders or clarification drawings which affect the appearance or function of the Regulated Work. Approval by the Declarant of the change or clarification shall be obtained in writing prior to authorization being given to the contractor to proceed with such work.

5.2.3 Upon substantial completion of construction of the Improvements on the Building Site, the Applicant shall notify the Declarant that it is ready for an inspection of the Building Site. Upon request by an Owner or Occupant, the Declarant may (in Declarant's



sole, absolute discretion), without any obligation, inspect the Building Site and the Improvements located thereon to determine if the Improvements have been constructed in accordance with all Approved plans and specifications and if all other aspects of the site development are in compliance with this Declaration and the Approvals.

### 5.3 Plan Approval

5.3.1 The Declarant has the right, but not the obligation, to review all submittals herein required and shall have broad discretion to Approve or disapprove submitted documents. One (1) or more sets of each Approved submission will be made a part of the records of the Declarant and at least one (1) set will be returned to the Applicant. All reasonable costs actually incurred by the Declarant in connection with reviewing the submittals shall be paid by the Applicant, and the payment of such costs by the Applicant shall be a condition precedent to any Approval.

5.3.2 If the Declarant rejects any submission made by any Applicant, the Declarant, on the request of such Applicant, shall provide a written statement of the reasons for rejection, shall suggest revisions that would satisfy the Declarant's requirements, and shall otherwise make reasonable efforts (at no cost to the Declarant) to aid the Applicant in preparing a proposal that would be acceptable to the Declarant. If any costs are incurred by the Declarant in connection with such efforts, the payment of such costs by the Applicant shall be a condition precedent to Approval.

5.3.3 Any subsequent re-submission by any Applicant shall be reviewed and acted upon by the Declarant as outlined herein, and a response shall be made by the Declarant after the date of the Declarant action with respect to such resubmission.

5.3.4 Without limiting the generality of the Declarant's discretion to Approve the submittals required herein, the Declarant may disapprove any plans submitted hereunder for any one or more of the following reasons, or other reasons as the Declarant may specify:

5.3.4.1 Failure of the submittals or the Applicant to comply with any of the design or development standards set forth in the Design Guidelines, or the Zoning Conditions or any applicable law;

5.3.4.2 Failure by the Applicant to include in the submittals such information as may have been required herein or reasonably requested by the Declarant;

5.3.4.3 Objection by the Declarant to the exterior design, color scheme, finish, proportions, style or architecture, height, appearance, or materials of any proposed Improvement;

5.3.4.4 Incompatibility of any proposed Improvement with existing or future Improvements in the vicinity of the proposed Improvements, which determination shall be made by the Declarant in its reasonable discretion;



5.3.4.5 Objection by the Declarant to the location of any proposed Improvement upon any Building Site; or

5.3.4.6 Objection by the Declarant to the grading plan for any Building Site;

5.3.5 Approval of any plans with regard to an Improvement (i) shall not be deemed a waiver of the Declarant's right, in its discretion, to disapprove similar plans, or any of the features or elements included therein, submitted for any other Building, Improvements or Building Site, and (ii) shall be final as to the Building Site for which they have been submitted, provided that the Improvements on such Building Site are constructed and maintained in conformity with the Approved submittals.

5.3.6 Under no circumstances shall a Person submit its plans and specifications to any other governmental authority having jurisdiction for review and approval unless and until it shall have first received Approval of such plans and specifications from the Declarant.

#### 5.4 Additional Design Criteria; Variances

5.4.1 Additional Design Criteria. In addition to the design criteria set forth in the Design Guidelines, and in this Declaration, the Declarant may from time to time promulgate and adopt additional design criteria that are not inconsistent with the objectives of this Declaration as set forth in Article 3 hereof. Any such additional design criteria adopted by the Declarant may from time to time be amended by further action of the Declarant.

5.4.2 Variances. The Declarant, in its reasonable discretion, may from time to time authorize variances from compliance with any of the standards adopted by the Declarant in accordance with this Declaration when circumstances such as topography, natural obstructions, hardship, or aesthetic, environmental, or planning objectives or considerations may so warrant. Each such variance must be Approved by the Declarant. If such a variance is granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive or to render unenforceable any of the terms and provisions of this Declaration for any purpose except as to the particular Improvement, Building Site, provision, and instance covered by the variance, nor shall the granting of a variance be deemed to set a precedent with respect to any subsequent requests for variances.

5.4.3 Post-Approval Inspections. Following Approval of any plans by the Declarant, the Declarant shall have the right, during reasonable hours without prior notice to enter upon and inspect any Building Site or Improvements then under construction thereon to determine whether the plans therefor have been Approved by the Declarant and whether development and construction is proceeding substantially in accordance with such Approved plans. If the Declarant shall determine that such plans have not been Approved or that plans which have been so Approved are not being complied with in every material respect, the Declarant may in its discretion give the Applicant, Owner or Occupant of such Building Site and Improvements written notice to such effect, along with a 30-day period to cure such non-



compliance. At any time after the expiration of the 30-day cure period, the Declarant shall be entitled to enjoin further construction and to require the removal or correction of any work in place that does not comply with Approved plans. If any Improvements shall be altered or replaced or maintained on any Building Site otherwise than in substantial conformity with the Approved plans therefor, such action shall be deemed to have been undertaken without requisite Approval of the Declarant and to be in violation of this Declaration, and the Declarant shall be entitled to take action as permitted under this Declaration with respect thereto. The Owner of a Building Site shall designate a Person to act as the Owner's representative with respect to submittals to the Declarant, and such Person shall be responsible for construction of all Improvements in accordance with the Approved plans therefor.

5.4.4 Interior Alterations. An Owner may make improvements and alterations within the interior of any Building on its Building Site without first obtaining Declarant Approval therefor; provided, however, that no Person shall make any structural or other alterations in or to the interior of any Improvements on its Building Site or remove any portion thereof or make any additions thereto that (i) would involve public areas or other areas that would be visible from any boundary of the Building Site; (ii) would materially change the exterior appearance of such Improvements, or (iii) would or might jeopardize or impair the safety, soundness, or structural integrity of such Improvements or of any other Improvements in the Property, without first submitting plans therefor and obtaining the Declarant's Approval; nor shall any Person make any alterations or additions that impair any easements or the improvement setbacks without first obtaining the Declarant's Approval.

5.4.5 Construction After Approval. Upon receipt of Approval from the Declarant, the Owner or Occupant to whom the Approval is given shall, as soon as practicable, satisfy any conditions thereof and diligently proceed with the commencement and completion of all Approved construction. Unless work on the Approved construction shall be commenced within one (1) year after the date of such Approval and thereafter continuously and diligently prosecuted to completion, the Approval automatically shall be revoked, unless the Declarant has given written permission for an extension of time for commencing and completing work, Construction of Improvements on a Building Site or Common Areas shall include the installation of Approved Landscaping and the irrigation system therefor.

5.4.6 Actions Binding. Actions of the Declarant through its Approval or disapproval of plans, specifications, and other information submitted pursuant to the provisions of this Article 5, or in respect of any other matter before it, shall be conclusive and binding on all parties.

## 5.5 Rights of Third Parties

5.5.1 Neither the Approval by the Declarant of any plans or other documents with regard to an Improvement nor the issuance of any certificate or statement by the Declarant shall constitute any judgment, opinion, representation or warranty on the part of the Declarant or any members thereof, as to the quality or soundness of the matters described in such plans or documents or of such Improvements or their fitness for any particular use or application. In particular, no such action shall be construed as a representation concerning the habitability or the quality of the construction of any Improvements or the absence therefrom of any defects or the





compliance thereof with any law, building code, fire code, life safety code, governmental rule or regulation or Zoning Condition. Each Person or Owner who submits plans to Declarant for Approval shall rely solely upon its own, independent inspection, investigation and analysis of the Improvements as it deems necessary or appropriate in so designing and constructing the Improvements (including, without limitation, any and all matters concerning the condition, use, or suitability for development of the Improvements). Each Owner or Person who submits plans to Declarant for Approval is not relying in any way upon any Approval by Declarant or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

5.5.2 Should the Declarant or any officer, director, shareholder, employee, agent or member of any thereof, be joined in any litigation as a result of or based upon any Approval of any plans, or any construction undertaken pursuant thereto, the Person or Persons who submitted such plans to the Declarant for Approval shall, jointly and severally (if more than one), indemnify, defend and hold harmless the Declarant and each such officer, director, shareholder, employee, agent, or member, from and against any and all expenses, losses, or liabilities including, without limitation, court costs and reasonable attorneys' fees, incurred by them (or any of them) in connection with or as a result of such litigation.

5.6 Approval for Minor Matters. If the Declarant, in its reasonable discretion, determines that an Approval requested by an Owner or an Applicant is minor in nature, the Declarant may, in its discretion, permit such Owner or Applicant to comply with such expedited and shortened procedure for obtaining the Approval as the Declarant shall require in lieu of the Approval procedure otherwise set forth in this Article 5.

## ARTICLE 6

### RESTRICTIONS

In addition to any other restrictions contained in this Declaration, the following restrictions are imposed on the Property:

6.1 Temporary Structures. No temporary Buildings or other temporary structures shall be permitted on any portion of the Property unless they have been Approved by the Declarant in accordance with Article 5 hereof.

6.2 Nuisances. No noxious or offensive trades, services, or activities shall be conducted on the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owners or Occupants by reason of unsightliness or excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid, gaseous or solid wastes, smoke, or noise.

6.3 Hazardous Activities. No activities shall be conducted on the Property which are or might be unsafe or hazardous to any person or any other Building Site or Improvement, Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property, no open fires shall be lighted or permitted on the Property, and no explosives or fireworks shall be set off on the Property. The production, use, generation, release, emission,



storage, disposal and/or distribution of Hazardous Materials on the Property shall comply with all applicable laws relating thereto, provided that the Declarant shall be entitled to prohibit any such activity from occurring on the Property if any such Hazardous Materials, or the use thereof, is in the determination of the Declarant, unreasonably dangerous or offensive. The Declarant shall be given written notice by the Owner of the applicable Building Site prior to the production, use, generation, release or storage of Hazardous Materials on such Building Site. For the purposes hereof, the term "release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Materials. Declarant or the Owners Association may impose such rules and regulations as it deems appropriate with respect to the use, release and disposal of such Hazardous Materials. The foregoing provisions shall not apply to the use or storage of insubstantial quantities of Hazardous Materials customarily used in similar commercial facilities, such as janitorial supplies and photocopying supplies.

6.4 Lights, Sounds or Odors. No light shall be emitted from any Building Site which is unreasonably bright or causes unreasonable glare and no highly reflective materials shall be permitted on the exterior of a Building. No sound or other vibration shall be emitted from any Building Site which is unreasonably loud or annoying. No odor shall be emitted from any Building Site which is noxious or offensive to others.

6.5 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth. No water wells shall be drilled on a Building Site unless a variance from the Declarant provided for in Article 5 shall have been first obtained.

6.6 Animals. No animals shall be kept, maintained or regularly brought to any Building Site. This restriction shall not apply to dogs which assist sight or hearing-impaired individuals.

6.7 Maintenance. Except as otherwise provided herein, the Owner of each Building Site shall keep such Owner's Building Site, all Improvements located on such Owner's Building Site, all driveways and paved surfaces located on such Owner's Building Site, the landscaping located on such Building Site (except to the extent designated from time to time by the Owners Association, in its sole and absolute discretion, to be maintained by the Owners Association as a Common Expense) and Private Open Space located on such Owner's Building Site in a clean, neat, safe and attractive condition and in good repair, all at such Owner's sole cost, which maintenance shall be in accordance with the standards set forth by the Declarant and, in all events, consistent with standards existing in other first-class projects in Riverside County. All Improvements located on a Building Site shall be periodically repainted at such Owner's cost as may be necessary to comply with the standards set forth herein, but in no event less often than every five (5) years. No lumber, grass, shrub or tree clippings, plant waste, compost, metals, bulk materials, scrap, refuse, trash or unused items of any kind shall be kept, stored or allowed to accumulate on any Building Site after completion of construction of the Improvements on such Building Site. Prior to the construction of an Improvement on a Building Site, the Owner thereof shall keep such Building Site planted so as to prevent erosion damage to such Building Site, and shall maintain such Building Site in accordance with this paragraph.



6.8 Open Fires. Open fires of any type within the Property are hereby expressly prohibited unless approved in writing by the Declarant and shall be subject to all applicable laws.

6.9 Changes in Zoning. Without the Approval of the Declarant, no Owner or Occupant other than Declarant shall file with the County or any other governmental authority having jurisdiction over the Property or any part thereof any application for zoning, rezoning, or zoning variance, any subdivision plan or application, any request for annexation, or any similar filing affecting the use of any portion of the Property.

6.10 Compliance with Law. Owners and Occupants, their employees, guests and invitees, shall, at all times, promptly comply with all present and future laws, rules, requirements, orders, directions, ordinances and regulations affecting such Owner's Building Site of any governmental authority having jurisdiction over the Property, and of all their departments, bureaus, or officials, whether such requirements may relate to: (a) structural or other alterations, changes, additions, or improvements; (b) repairs, inside or outside, extraordinary or ordinary; (c) the manner in which the Building Site or the Improvements may be used or occupied; or (d) any other matter affecting the Building Site or the Improvements, whether like or unlike the foregoing.

6.11 No Condominiums. Without the Approval of Declarant (or the Board after such time as Declarant is no longer an Owner), no Owner or Occupant shall take any action to subject all or any portion of its Building Site or the Property to condominium ownership.

6.12 Prohibited Activities. Festivals, public concerts, temporary commerce, flea markets, vehicle or equipment storage and other organized gatherings are prohibited on any unimproved Building Site. The foregoing shall not prohibit equipment storage in connection with ongoing construction activities.

6.13 Owner's and Guests. Each Owner shall be responsible for the compliance of such Owner and such Owner's Occupants, their employees, guests and invitees with every provision of this Declaration, including without limitation, all rules and regulations adopted by the Declarant, and shall not be relieved of the ultimate responsibility for fulfillment of all obligations hereunder of an Owner arising during the period of ownership.

6.14 Complaints. Each Owner and Occupant shall be entitled to file complaints with the Declarant alleging a violation of this Article 6. The Declarant may, in Declarant's sole and absolute discretion, without any obligation, investigate any complaints so filed. If Declarant shall conclude that a breach or violation has occurred, the alleged violator shall be notified in writing of the complaint; and, upon receipt of the written notice of the complaint, the alleged violator shall have two (2) Business Days within which to begin in good faith to cure the violation or within which to file an appeal before the Declarant. If the alleged violator does not begin in good faith to cure the violation or file an appeal within the two (2) Business Days provided, the Declarant may cause the violation to be cured at the expense of the Owner or Occupant deemed to be in violation of this Declaration. If the alleged violator appeals to the Declarant, the Declarant shall hear the appeal within seven (7) Business Days of such appeal, or as soon thereafter as the Declarant is available. If the Declarant confirms the findings of the individual member or agent, the Declarant may cause the violation to be cured at the expense of



the Owner or Occupant in violation of this Declaration, if the violator has not cured such violation within a reasonable time as determined by the Declarant.

## ARTICLE 7

### MAINTENANCE OF COMMON AREAS

#### 7.1 Maintenance and Repair of Common Areas.

7.1.1 Subject to reimbursement as herein provided, the Declarant (or if applicable, the Owners Association) may provide for the maintenance, improvement and beautification of the Common Areas and the Common Facilities, and may undertake such other activities as are related to maintaining the Common Areas and the Common Facilities as a desirable development (as the Declarant [or the Owners Association, if applicable] may deem appropriate) for the Owners and Occupants. The Declarant or an Affiliate of Declarant (or the Owners Association, if applicable) shall accept and retain legal title to those lands designated as Common Areas within the Property and such other open or park areas as may hereafter be designated as Common Areas by Declarant. Prior to conveyance of the Common Areas, if applicable, to the Owners Association, the Declarant shall hold legal title to the Common Areas for the use and benefit of the Owners and Occupants, and every Owner and Occupant shall have a right and easement of joint enjoyment in and to the Common Areas and the Common Facilities, subject to any and all rules, regulations and limitations established by Declarant. After conveyance of the Common Areas to the Owners Association, the Owners Association shall hold legal title to the Common Areas for the use and benefit of the Owners and Occupants and every Owner and Occupant shall have a right and easement of joint enjoyment in and to the Common Areas and the Common Facilities.

7.1.2 Each Owner and Person acknowledges that: (a) it has been advised by Declarant to satisfy itself with respect to the condition of the Common Areas and the Common Facilities (including but not limited to the electrical, fire sprinkler systems, security, environmental aspects, and compliance with applicable law), and their suitability for each Owner's and Person's intended use, (b) each Owner and Person has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its ownership and/or occupancy of a Building Site, and (c) neither Declarant, Declarant's agents, nor any broker has made any oral or written representations or warranties with respect to the Common Areas and/or Common Facilities. Each Owner and Person acknowledges and agrees that prior to the purchase and/or occupancy of a Building Site, each Owner and Person has had the opportunity to inspect the Common Areas and Common Facilities and has satisfied itself as to the Common Areas and Common Facilities and each of their condition and suitability for each Owner's and Person's intended use. Consequently, each Owner and Person shall accept the Common Areas and/or Common Facilities "AS IS" "WHERE IS" without any warranty of Declarant, express or implied, with respect to the physical condition or any other aspect of the Common Areas and Common Facilities including, without limitation, (1) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, (2) the sufficiency of any undershoring, (3) the sufficiency of any drainage, (4) any matter affecting the stability or integrity of the Common Areas and/or Common Facilities, (5) the condition of the Common Areas and/or Common Facilities, (6) the fitness or





suitability of the Common Areas and/or Common Facilities for any intended use, and (7) the adequacy and availability of utilities. Each Owner and Person is relying solely upon its own, independent inspection, investigation and analysis of the Common Areas and Common Facilities as it deems necessary or appropriate in so purchasing and/or occupying a Building Site (including, without limitation, any and all matters concerning the condition, use, or suitability for development of the Building Site). Each Owner and Person is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Declarant or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

7.2 Rules and Regulations. The Declarant may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to use the Common Area for the duration of the infraction or for such reasonable period after the infraction occurs, if it is not a continuing one. The Declarant shall, in addition to all other remedies available to Declarant under this Declaration, have the power to seek relief in any court for violations of this Declaration or to abate nuisances.

### 7.3 Assessments.

7.3.1 Each Owner of any Building Site, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay: (i) Annual Assessments or charges as provided herein; and (ii) Special Assessments for capital improvements and other purposes as stated herein, such assessments to be fixed, established, and collected from time to time as hereinafter provided; and (iii) which may be assessed against an Owner and such Owner's Building Site for failure to perform an obligation hereunder to be performed by such Owner or because Declarant or the Owners Association has incurred an expense on behalf of the Owner in accordance with this Declaration. The Annual Assessments, Special Assessments, and Default Assessments (as those terms are defined in Sections 7.3.4, 7.3.5, and 7.3.8 below) (collectively "Assessments"), together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land, and shall be a continuing lien upon the Building Site against which each such Assessment is made until paid. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the obligation of the Owner of such Building Site at the time when the Assessment fell due.

7.3.2 The Assessments levied hereunder shall be used to promote the recreation, health, safety, and welfare of the Owners and Occupants of the Property, and for the improvement and maintenance of the Common Areas and Common Facilities, including but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, reserve accounts, the cost of labor, equipment, materials, management and supervision thereof, and the salary or fee of the Managing Agent. In addition, the Declarant may assess the Owners for the Common Expenses, including the costs of maintenance, of street lighting within the Property and roads to the Property whether or not located on Common Areas, Building Sites, or land dedicated to the County or the State of California, and all other costs and expenses



incurred by the Declarant or the Owners Association in fulfilling their obligations under this Declaration.

7.3.4 In order to effect the purposes set forth above, the Declarant may establish with respect to any calendar year an annual assessment ("Annual Assessment"). The amount of the Annual Assessment shall be based upon an annual budget for Common Expenses as determined by Declarant. Such budget shall be based upon a good-faith estimate of the Common Expenses for the year covered by the budget. The Declarant may adjust the amount of the Annual Assessment from time to time as the Declarant may, in its reasonable discretion, deem necessary or advisable. Each Owner shall be liable for such Owner's Sharing Ratio of the total Annual Assessment on the date the Assessment is established by the Declarant.

7.3.5 In addition to the Annual Assessments authorized above, the Declarant may establish at any time a special assessment ("Special Assessment") for the purpose of paying or creating a reserve for, in whole or in part, any expense which the Declarant is entitled to incur pursuant to the provisions of this Declaration, and which is not scheduled to be paid in an annual budget adopted by the Declarant. Each Owner shall be liable for such Owner's Sharing Ratio of the total Special Assessment on the date the Special Assessment is established by the Declarant.

7.3.6 The Assessment for each Building Site shall be the total amount assessed by Declarant and/or the Board (as applicable) multiplied by the Sharing Ratio applicable to such Building Site.

7.3.7 Assessments shall be collected on a periodic basis as the Declarant may determine from time to time. The Declarant shall be entitled to collect an estimated amount of any Assessment in advance of the determination of the actual amount of the Assessment or collect the actual amount of Common Expenses incurred during the prior quarter. Once the actual amount of an Assessment is determined, either each Owner shall pay to the Declarant its Sharing Ratio of the excess of the total actual Assessment amount over the total estimated Assessment amount, or the Declarant shall return to each Owner the excess of the total estimated Assessment amount paid over such Owner's Sharing Ratio of the total actual Assessment amount, or such Owner shall pay its Sharing Ratio of the actual amount of the Common Expenses, whichever is appropriate.

7.3.8 All monetary fines and fees assessed against an Owner pursuant to this Declaration, or any expense of Declarant, the Board or Owners Association which is the obligation of an Owner or which is incurred by Declarant, the Board or the Owners Association on behalf of the Owner pursuant to this Declaration, shall be a default assessment ("Default Assessment") and shall become a lien against such Owner's Building Site which may be foreclosed or otherwise collected as provided herein.

## **ARTICLE 8**

### **OWNERS ASSOCIATION**

8.1 Establishment. Declarant may, at any time, establish the Owners Association for the Property. Upon transfer by the Declarant of the Declarant's rights and obligations hereunder to the Owners Association pursuant to the terms hereof, the Owners Association shall assume all



of the other obligations presently reserved herein to the Declarant. Notwithstanding anything to the contrary contained herein, until such time as the Owners Association is established, all of the rights, powers and authorities of the Owners Association are reserved by Declarant.

8.2 Purpose. The Owners Association may provide for the maintenance, improvement, and beautification of Common Areas, Common Facilities, and undertake such other activities as are related to maintaining the Common Areas and the Common Facilities as a desirable development for the Owners and Occupants, such maintenance to be funded as provided herein. This maintenance shall include maintenance, repair, and replacement, subject to any insurance in effect, of all landscaping located on the Property, and other flora, structures, and Improvements situated upon the Common Areas and Common Facilities. Upon transfer by the Declarant, the Owners Association shall accept and retain legal title to those lands designated as Common Areas within the Property and such other open or park areas as may hereafter be designated as Common Areas by Declarant.

8.3 Membership. Every Owner shall be a member of the Owners Association. Membership shall be appurtenant to and may not be transferred, conveyed, devised, bequeathed or otherwise disposed of separate or apart from title to such Owner's Building Site, and such membership shall be continuous throughout the period that such interest in the Property continues. Every transfer, conveyance, grant, devise, bequest or other disposition of a Building Site shall be deemed to constitute a transfer, conveyance, grant, devise, bequest or other disposition of such Owner's rights and obligations hereunder with respect to such Building Site to such transferee. A membership shall automatically terminate without any action by the Owners Association whenever a Person ceases to be a Owner of a Building Site. Termination of membership shall not relieve or release any former member from any liability or obligation incurred during such member's interest in a portion of the Property by virtue of or in any way connected with interest in a Building Site or impair any rights or remedies which the Owners Association or others may have against such former member arising out of or in any way connected with such interest or membership.

#### 8.4 Duties of the Owners Association.

8.4.1 The Owners Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the maintenance and upkeep of Common Areas, and the Common Facilities and for any other management, maintenance and upkeep which inures to the common benefit of the Owners and Occupants, subject to any leases, contracts or agreements entered into with respect thereto, and shall keep it in good, clean, attractive and sanitary condition, order and repair consistent with the requirements of a first class business park with the uses permitted under Section 4.1, pursuant to the terms and conditions hereof. Such obligation shall include, but is not limited to, maintenance and repair of all signs included in the Common Areas, maintenance and care of all ponds, waterways, waterfalls, pedestrian walkways, open space and unimproved areas of the Common Areas, landscaping for the Property, including the removal of all trash and dead plants, trees and shrubs, maintenance of lighting provided for paved areas and other portions of the Common Areas and Common Facilities, maintenance of the paved areas of the Common Areas and Common Facilities, and irrigation of such areas. The Owners Association shall pay all charges incurred in connection with the provision of utility services to the Common Areas and Common Facilities. The Owners



Association shall pay all charges, if any, imposed on the Owners Association for street lighting. The costs of maintenance, utilities and taxes described in this Section shall be a Common Expense collectible by the Owners Association as set forth in this Article 8 and Article 12.

8.4.2 The Owners Association, through action of its Board, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Owners Association, shall, subject to the terms of this Declaration, accept the conveyance of any real or personal property, leaseholds, or other property interests within the Property conveyed to it by the Declarant.

8.5 Voting. The Owners Association shall have two (2) classes of voting membership.

8.5.1 Class A. Class A Members shall be all Owners with the exception of the Declarant. Each Class A Member shall be entitled to one (1) vote for each square foot of such Owner's Building Site; provided, however, any Owner may assign any vote to which it is entitled to any Occupant on such terms as they may agree upon, and while any Occupant is entitled to a vote, such Occupant shall be deemed a member of the Owners Association only to the extent of the vote or votes assigned.

8.5.2 Class B. Class B Member shall be Declarant, its successors in interest (but not successors in title to any Building Site) and its assigns. The Class B Member shall be entitled to forty (40) votes for each square foot of Building Sites owned by such Class B Member. The Class B membership shall cease when Declarant and/or any Affiliate of Declarant no longer owns any interest (including, but not limited to, any security interest or any partnership, membership or shareholder interest) in any of the Building Sites or ownership thereof. If an Affiliate of Declarant succeeds to the Declarant's interest in all or any portion of the Property, then such Affiliate of Declarant shall succeed to the Class B Member voting rights of Declarant as it pertains to the portion of the Property leased by the Affiliate of Declarant.

8.6 By-laws. The Owners Association shall establish by a vote of 51% or more of the members of the Owners Association its own by-laws for the conduct of its affairs which shall include reasonable notice to each member prior to any meeting. Decisions of the Owners Association shall be by majority of votes cast at any meeting, except as otherwise provided hereinabove.

8.7 Board of Directors. The Board shall consist of not less than three (3) members nor more than five (5) members, with the exact number to be set forth in the By-laws of the Owners Association. Notwithstanding anything to the contrary contained herein, so long as Declarant or its Affiliate is a Owner of any portion of the Property, representatives appointed by Declarant shall comprise at least 60% of the members of the Board.

8.8 Rules and Regulations. The Owners Association, through the Board, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the Common Area for the duration of the infraction or for such reasonable period





after the infraction occurs, if it is not a continuing one. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Prior to any decision to suspend voting rights or rights to use the Common Area, or to impose monetary penalties, the Board shall grant notice and hearing pursuant to the By-laws.

8.9 Implied Rights of the Owners Association. The Owners Association shall have and may exercise any right or privilege given to it expressly in this Declaration or the Articles and By-laws, and shall have and may exercise every other right or privilege or power and authority which the Owners Association deems necessary or desirable to fulfill its obligations under this Declaration or the Articles and By-laws, including the right to engage necessary labor and acquire use of or purchase necessary property, equipment or facilities; to employ personnel necessary to manage affairs of the Owners Association; to obtain and pay for legal, accounting and other professional services as may be necessary or desirable; or to perform any obligations under this Declaration by, through or under contractual arrangements, licenses or other arrangements with any governmental or private entity as may be desirable. Notwithstanding the foregoing, neither the Declarant nor the Owners Association shall have the right to encumber or pledge as collateral the Common Areas without the prior written consent of all Owners.

## **ARTICLE 9**

### **DURATION; MODIFICATION**

9.1 Duration. This Declaration shall continue and remain in full force and effect, as the same may be amended from time to time in accordance with the provisions of Section 9.2, for a term of fifty (50) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless this Declaration is terminated in accordance with the provisions of this Section. From and after such time as Declarant is no longer an Owner, this Declaration may be terminated at any time by the recording of an instrument directing termination signed by the Owners of at least two-thirds (2/3) of the total square footage of the Building Sites located on the Property.

#### 9.2 Amendment.

9.2.1 This Declaration may be amended from time to time, by an instrument in writing, properly executed and acknowledged by the members of the Owners Association (which may include Declarant) holding at least two-thirds (2/3) of the votes of such members (as calculated pursuant to Article 8 above).

9.2.2 The Declarant is granted the right and power to record technical amendments to this Declaration at any time prior to conveyance of any Building Sites by Declarant to the first Owner thereof (other than Declarant), or twenty (20) years from the date this Declaration is recorded in the Records, whichever occurs first, for the purpose of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provision of any of such documents.



## ARTICLE 10

### GENERAL EASEMENTS

10.1 Utility Easements. Easements for the installation, maintenance, use, replacement and repair of all utilities, including but not limited to, water, sewer, gas, telephone, electrical and master communications system, supply and transmission lines, drainage facilities, slopes, pedestrian walkways, bikeways and signage as they may exist from time to time, is hereby reserved by Declarant on, over, across, and through each of the following areas (each an "Easement Area"): (i) all areas designated as easements or setbacks on any present or future recorded plat of the Property and (ii) all portions of a Building Site lying within ten (10) feet of any boundary line of such Building Site which abuts a publicly dedicated street or road or within ten (10) feet of any other boundary line of such Building Site. By virtue of the easements herein reserved, it shall be expressly permissible and proper for the companies providing electrical and telephone and other communications services to install and maintain necessary equipment on the Easement Areas, and to affix and maintain electrical, communications and telephone wires, circuits, and conduits underground on the Easement Areas. No water, sewer, gas, telephone, electrical, or communications lines, systems or facilities may be installed or relocated on the Property unless approved by the Declarant. Such utilities may be temporarily installed above ground during construction, if approved by the Declarant. Any utility company using the utility easements created herein shall use its best efforts to install, restore and maintain the utilities provided for herein without disturbing the uses of the Owners or the Declarant; shall prosecute its installation and maintenance activities as promptly and expeditiously as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by the utility easement herein created request a specific easement by separate recordable document, Declarant shall have, and is hereby given, the right and authority to grant such easement upon, across, over, or under any part or all of the Easement Areas without conflicting with the terms hereof, and, by acceptance hereof, the Owners hereby appoint the Declarant as their attorney in fact for the purpose of executing on behalf of such Owner such easement affecting such Owner's Building Sites. The easements provided for in this Section shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

10.2 Pedestrian Easement. Declarant hereby reserves for its own benefit and for the benefit of each and every Owner and Occupant and their respective, successors, assigns, customers, employees, and invitees, a nonexclusive, perpetual easement, right, and privilege of pedestrian passage and use, on, over, and across all pedestrian walkways, bikeways or exercise trails, now existing or hereafter constructed in the Property.

10.3 Easements of Enjoyment. Declarant hereby reserves for its own benefit and for the benefit of each and every Owner and Occupant, and their respective lessees, successors, assigns, customers, employees and invitees, a non-exclusive perpetual easement for the use and enjoyment of the Common Areas and Common Facilities, which shall be appurtenant to and shall pass with the title to every Building Site, subject to all other easements set forth in this Article 10.



10.4 Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded tract map affecting the Property or any portion thereof, and any future subdivision or parcel map which may be subsequently recorded with respect to all or an portion of the Property.

10.5 Reservation for Expansion. Declarant hereby reserves to itself and for Owners of Building Sites on the Property a perpetual easement and right-of-way and access over, upon and across the Property for construction (including over lot grading, compaction, piling, excavation, foundation work or constructing road improvements), utilities, drainage, ingress and egress, and for use of the Common Areas. The location of said easements and rights-of-way may be made certain by the Declarant or the Owners Association by recorded documents; provided, however, no such easement and rights-of-way shall be located on portions of a Building Site upon which an Owner has commenced or completed construction of improvements thereon.

10.6 Reservation of Easements, Exceptions, and Exclusions. Declarant reserves to itself and hereby grants to the Owners Association the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Areas and any improvement setbacks shown on any recorded plat of the Property for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, conduit installation areas, and to create other reservations, exceptions, and exclusions consistent with the improvement of the Property for the best interest of all the Owners and the Declarant, in order to serve all the Owners within the Property as initially built and expanded. Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, and to create other reservations, exceptions, and exclusions convenient or necessary for the use and operation of any other property of the Declarant or its Affiliates, as long as it does not materially hamper the enjoyment of the Property, as built or expanded, by the Owners.

10.7 Maintenance Easement. An easement is hereby reserved to the Declarant, and granted to the Owners Association, and any Managing Agent, and their respective officers, agents, employees, and assigns upon, across, over, in and under each Building Site and a right to make such use of such Building Site as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which Declarant or the Owners Association are obligated or permitted to perform pursuant to this Declaration, including the right to enter upon any Building Site for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Building Site in accordance with the provisions of this Declaration.

10.8 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

10.9 Drainage Easement. An easement is hereby reserved to the Declarant and granted to the Declarant, its officers, agents, employees, successors and assigns to enter upon, across, over, in, and under any portion of the Property for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water on the Property.



10.10 License for Declarant. Declarant hereby reserves for itself and its employees, agents, contractors and all other persons claiming through Declarant, the right and license to enter upon any Building Site or Common Areas from time to time to inspect any work, construction, Building or Improvements thereon in connection with the rights and duties of the Declarant as set forth in Article 5 of this Declaration.

10.11 Emergency Vehicle Access. Declarant hereby reserves to itself, and the Owners Association, together with the right to grant and transfer same to its successors and assigns, the County and/or any public or private entities, a non-exclusive easement for public emergency vehicles and personnel acting in a public emergency over all portions of the Property designed for vehicular or pedestrian traffic.

10.12 General. Declarant may, at any time and from time to time, elect to reasonably modify, amend, expand or diminish any or all easements described in this Declaration if and to the extent that Declarant, in its good faith judgment, deems it necessary or appropriate to do so in order to serve and accommodate the development and operation of the Property, the Building Sites, and the Improvements constructed thereon, all in accordance with the terms and provisions of this Declaration.

## **ARTICLE 11**

### **INSURANCE; WAIVER**

It shall be the responsibility of the individual Owners, at their expense, to make arrangements in regard to title insurance on their Building Sites, for hazard insurance on the Improvements, personal property and furnishings located on their Building Sites, and for commercial general liability insurance covering their Building Sites. In addition, each Owner may obtain such other and additional insurance coverage on and in relation to its Building Site as such Owner concludes to be desirable. Each Owner hereby waives any and all claims against Declarant and any Affiliate of Declarant for loss or damage to any of Owner's property or Improvements which may from time to time be located at the Property, however occurring. Any such insurance obtained by an Owner shall waive the particular insurance company's right of subrogation against the Declarant and the Owners Association.

## **ARTICLE 12**

### **ENFORCEMENT**

12.1 Responsibility of Owner. Each Owner shall be responsible for compliance with the terms, provisions, and conditions of this Declaration by its Occupants, employees, agents, independent contractors, tenants, customers, and visitors.

#### 12.2 Failure to Pay Assessments

12.2.1 The Annual Assessments, Special Assessments, and Default Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge and continuing lien upon the Building Site against which each such Assessment is made until paid. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the





obligation of the Owner of such Building Site at the time when the Assessment fell due. If any Assessment, whether an Annual Assessment, Special Assessment or Default Assessment, is not paid within thirty (30) days after the due date, then such Assessment shall become delinquent and Declarant or the Owners Association may, in its reasonable discretion, take any or all of the following actions: (a) assess an interest charge from the date of delinquency at a rate equal to the lesser of (i) the Prime Rate plus four (4) percentage points per annum, or (ii) the highest rate permitted by the laws of the State of California; (b) assess a late charge of not less than Fifty Dollars (\$50.00) for such delinquency; (c) suspend the voting rights of the Owner during any period of delinquency; (d) accelerate all remaining Assessment installments for the fiscal year in question so that they shall be due and payable at once; (e) bring an action at law against any Owner obligated to pay the delinquent installments; and (f) file a statement of lien with respect to the Building Site and foreclose such lien as a mortgage in accordance with the statutes and laws of the State of California.

12.2.2 Declarant or the Board may file a statement of lien ("Statement") by recording in the Records a written statement with respect to the Building Site, setting forth the name of the Owner, the legal description of the Building Site, the name of Declarant or the Owners Association, and the amount of delinquent Assessments then owing, which Statement shall be duly signed and acknowledged by an officer of Declarant or the President or a Vice-President of the Owners Association or by the Managing Agent, and which shall be served upon the Owner of the Building Site by mail to the address of the Building Site or at such other address as Declarant or the Owners Association may have in their records for the Owner of the Building Site. Following the recording of such notice, Declarant or the Owners Association may proceed to foreclose the Statement in the manner provided by California law. Such lien shall be in favor of Declarant or the Owners Association. In either a personal or foreclosure action, the Declarant and the Owners Association shall be entitled to recover as a part of the action, the interest, costs, and reasonable attorneys' fees with respect to the action. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of its Building Site. The remedies herein provided shall not be exclusive and Declarant or the Owners Association may enforce any other remedies to collect delinquent Assessments as may be provided or allowed by law.

12.2.3 The following portions of the Property shall be exempt from the Assessments, charges, and liens created herein: (1) all properties dedicated and accepted by applicable governmental entities and devoted to public uses, whether such governmental entity's interest is represented by a fee ownership, by an easement, or in any other form of property ownership; (2) all utility lines and easements; and (3) the Common Area.

### 12.3 Non-monetary Violations

12.3.1 Violation or breach of any term, provision, or condition contained herein or in any other document promulgated pursuant hereto (other than a failure to pay when due any Assessment) shall give to the Declarant and the Owners Association the right to prosecute a proceeding at law or in equity against the Owner who has violated, is attempting to violate, or is permitting (or is allowing to exist) the violation or breach on its Building Site of any term, provision, or condition contained herein or in any other document promulgated pursuant hereto. The right to prosecute such proceeding shall include, without limitation, the right to bring actions



to enjoin or prevent such Owner from committing such violation or breach or to cause said violation or breach to be remedied, each Owner by acceptance of a deed to any portion of the Property thereby acknowledging that no adequate remedy exists at law to cure such violations or breaches.

12.3.2 Any action or omission whereby any term contained herein or in any other document promulgated pursuant hereto is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private shall be applicable against every such action or omission and may be exercised by the Declarant and the Owners Association.

#### 12.4 Right to Enter and Cure

12.4.1 Violation or breach of any covenant contained herein or in any other document promulgated pursuant hereto shall give the Declarant and the Owners Association the right, after notice of such violation or breach has been given to the Owner of any Building Site as to which a breach or violation exists if such violation has not been cured, or the Owner or Occupant is not continuing to diligently pursue a cure, within 30 days of the Owner's or Occupant's receipt of notice of violation (or without notice if the Declarant, in its reasonable discretion, determines that such violation or breach has resulted in an emergency situation), to enter upon said Building Site and summarily abate and remove, at the expense of the Owner or Occupant thereof, any structure, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof or any documents promulgated pursuant hereto, or to do anything that should have been done by an Owner hereunder or under any other document promulgated pursuant hereto. The Owner of the Building Site on which such work is performed by Declarant or the Owners Association shall be liable for the cost of any such work, and shall promptly reimburse Declarant or the Owners Association, as applicable, for the cost thereof within ten (10) days after the date of written notice of the amount thereof. Such reimbursable amount shall be collectible by Declarant or the Owners Association as a Default Assessment as set forth in this Article 12.

12.4.2 By purchasing or leasing property subject to this Declaration each Owner or Occupant binds itself, its successors and assigns, to pay to Declarant or the Owners Association the actual cost to cure any violation hereunder by such Owner or Occupant, together with liquidated damages of ten percent (10%) of such cost, which damages are, when collected, to be allocated by Declarant or the Owners Association toward defraying the cost of enforcing this provision. In addition, the amounts so expended by Declarant or the Owners Association in accordance with this Section 12.4.2 shall be Default Assessments against the Building Site on which the violation occurred.

12.5 Failure to Enforce Not a Waiver. The failure of the Declarant or the Owners Association to enforce any provision herein contained shall in no event be deemed to be a waiver of the right to do so, nor of the right to enforce any other restriction. No suit shall lie against the Declarant or the Owners Association for any failure, refusal, or omission to institute or join in any action or proceeding for the enforcement hereof or to restrain the violation of any of the provisions hereof.



12.6 Inspection. Upon prior written notice, the Declarant and/or the Owners Association and their authorized representatives may from time to time at any reasonable hour or hours, enter and inspect any Building or Building Site to ascertain compliance with this Declaration and any other documents promulgated pursuant hereto.

12.7 Attorney's Fees. Every Leasehold Person or Occupant shall be obligated to pay the attorneys' fees of the Person bringing an action against such Leasehold Person or Occupant for the enforcement of the provisions of this Declaration, provided such Person bringing said action has obtained a judgment in its favor by a court of record and such judgment has become final. The amount of attorneys' fees shall be reasonable and shall be determined by the court involved in such proceedings

12.8 Default Assessments. All sums expended by the Declarant or the Owners Association in enforcing this Declaration, shall be immediately due and payable by the Owner in violation and shall be Default Assessments against such Owner.

12.9 Remedies Cumulative. The remedies provided herein shall be in addition to and not in substitution for any rights and remedies now or hereafter existing at law or in equity. The remedies provided herein or otherwise available shall be cumulative and may be exercised concurrently. The failure to exercise any one of the remedies provided herein shall not constitute a waiver thereof, nor shall use of any of the remedies provided herein prevent the subsequent or concurrent resort to any other remedy or remedies.

12.10 Enforcement. This Declaration shall be enforceable by Declarant or the Owners Association and as otherwise provided herein. In enforcing this Declaration, Declarant or the Owners Association shall be entitled to utilize any of the remedies set forth in this Article 12, or shall be entitled to any other remedy at law or in equity including without limitation, an action seeking a prohibitive or mandatory injunction or damages or both. In any action for the enforcement of this Declaration, the party or parties against which or whom enforcement is sought shall pay the attorneys' fees and costs, including the attorneys' fees and costs of any appeal, incurred by Declarant or the Owners Association in the amount determined by the Court if Declarant or the Owners Association is the prevailing party in such action. All costs incurred by Declarant or the Owners Association in the enforcement of this Declaration shall be a Common Expense collectible by Declarant or the Owners Association as set forth in this Article 12.

## ARTICLE 13

### MISCELLANEOUS

13.1 Governing Law. This Declaration concerns real property located in the State of California and shall be governed by and construed in accordance with the laws of the State of California.

13.2 Severability. Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.



13.3 Conflicts. Zoning Conditions, applicable building and inspection codes and regulations, and any other governmental restrictions and requirements shall be observed. In the event of any conflict between this Declaration and any such governmental codes, regulations, restrictions, and requirements, the provisions which require more restrictive standards shall apply.

13.4 Subdeclarations. Declarant may record subdeclarations to specific use areas contained within the Property.

13.5 Assignment by Declarant. Any and all rights, powers or reservations of Declarant herein contained may be assigned by Declarant to any person or entity which will assume any or all of the duties of Declarant upon a sale of all of Declarant's interest in the Property or to an Affiliate of Declarant. Upon the recording of a document in the Records by which Declarant assign any of such rights, powers or reservations and the assignee assumes all of the duties of Declarant related to the rights, powers or reservations assigned, the assignee shall have the same rights and powers and be subject to the same obligations and duties with respect to the rights, powers or reservations assigned as are given to and assumed by the Declarant herein, and Declarant shall be relieved from all liabilities, obligations and duties hereunder which are assumed by the assignee.

13.6 Reservations by Declarant. Declarant reserves all rights to the Property not herein granted, including without limitation the rights to change the zoning classification, resubdivide, subject to a condominium regime or subject to additional covenants or restrictions any portion of the Property prior to the conveyance of such portion of the Property to an Owner.

13.7 Limited Liability. Notwithstanding anything to the contrary contained in this Declaration, the obligations of Declarant and the Owners Association under this Declaration shall be without recourse to the assets of any partner, officer, director, member, agent or employee of Declarant or the Owners Association (each a "Related Party") or any partner of any Related Party. The sole recourse of any Owner or any other Person or entity for any obligation of Declarant under this Declaration shall be limited solely to Declarant's equity interest in the Property.

13.8 Waiver Against the Declarant and Owners Association. To the fullest extent permitted by law, neither the Declarant, the Owners Association, nor any Affiliate of Declarant, nor any of their successors or assigns, their members, partners, employees, agents, officers or directors shall be liable to any Owner, lessee, sublessee, licensee, concessionaire, or other Occupant of a Building Site or Building Sites, or any other Person subject to this Declaration, by reason of any mistake in judgment, negligence, nonfeasance, action or inaction and/or for the enforcement or failure to enforce any provision of this Declaration, so long as not caused solely by such party's bad faith willful misconduct. Every Owner, lessee, sublessee, licensee, concessionaire, or other Occupant of a Building Site or Building Sites, or any other Person subject to this Declaration, by acquiring its interest therein agrees that he will not bring any action or suit against either the Declarant, the Owners Association, or any Affiliate of Declarant or their successors or assigns to recover any damages or to seek equitable relief because of any mistake in judgment, negligence, nonfeasance, action or inaction and/or the enforcement or failure to enforce any provision of this Declaration, except to the extent such damage is caused





solely by such party's bad faith willful misconduct. In addition, notwithstanding anything to the contrary contained herein, each Owner, lessee, sublessee, licensee, concessionaire, or other Occupant of a Building Site or Building Sites, or any other Person subject to this Declaration, shall indemnify, defend and hold harmless Declarant, the Owners Association, any Affiliate of Declarant, and any of their successors or assigns, their members, partners, employees, agents, officers or directors from and against any and all claims, demands, damages, injuries, losses, liens, liabilities, penalties, fines, lawsuits, actions, other proceedings and expenses (including attorneys' fees and expenses incurred in connection with the proceeding whether at trial or on appeal), arising in whole or in part out of (1) the possession, use or occupancy of any Common Areas, Common Facilities, Building Site(s) or the business conducted in the Common Areas and/or Building Site(s), (2) any act, omission or negligence of any Owner, lessee, sublessee, licensee, concessionaire, or other Occupant of a Building Site or Building Sites, or any other Person subject to this Declaration, or (3) any breach or default under this Declaration by any Owner, lessee, sublessee, licensee, concessionaire, or other Occupant of a Building Site or Building Sites, or any other Person subject to this Declaration. The provisions of this Section 13.8 shall survive the expiration or earlier termination of this Declaration.

13.9 Successors and Assigns. Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of Declarant and each Owner and their respective heirs, personal representatives, successors and assigns.

13.10 Captions. The captions and headings in this Declaration are for convenience only, and shall not be considered in construing any provisions of this Declaration.

13.11 Construction. When necessary for proper construction, the masculine of any word used in this Declaration shall include the feminine or neuter gender, and the singular, the plural and vice versa.

13.12 No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

## **ARTICLE 14**

### **COVENANTS IN FAVOR OF THE COUNTY OF RIVERSIDE**

14.1 Management of the Common Area; Limitation on Transfer. Declarant (or until such time as the Owners Association is formed, the Owners Association) shall manage and continuously maintain the Common Areas and shall not sell or transfer the Common Areas or any part thereof (other than in connection with a sale or transfer of the Property or a sale or transfer to an Affiliate of Declarant), absent the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.

14.2 Termination, "Substantial" Amendment or De-Annexation. This Declaration shall not be terminated or "substantially" amended, nor shall property be deannexed from this Declaration absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered "substantial" if



it affects the extent, usage or maintenance of that portion of the Common Areas depicted on Exhibit "B" attached hereto.

14.3 Conflicts in Governing Documents. In the event of any conflict between this Declaration and the By-laws, or the rules and regulations for the Property, if any, this Declaration shall control.

14.4 Best Management Practices. The management and maintenance of the portion of the Common Areas depicted in Exhibit "B" attached hereto shall include the following best management practices (BMPs) to reduce the storm water pollution: All pesticides shall be applied in strict accordance to pesticide laws as stated in the State of California Agricultural Code. All pesticide applicators shall be certified by the State as a Qualified Applicator or be directly supervised by a Qualified Applicator. All fertilizers shall be applied at the rate stipulated by the manufacturer. Fertilizer Applicators shall be trained in the proper procedures of determining fertilizer rates and calibration of equipment. Fertilizer shall be applied in such a manner as to avoid application onto hardscape surfaces. Annual soil tests are recommended to advise on which fertilizer elements are needed to avoid application of unnecessary elements or over application. The local water agency or resource conservation district can assist with detailed information concerning this BMP.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, Declarant executed this instrument as of  
July 3, 2014.

**DECLARANT:**

Knox Logistics LLC  
a Delaware limited liability company

By: Lion-TCC Development II, LLC,  
a Delaware limited liability company,  
Its Managing Member

By: TC Industrial Associates, Inc.,  
a Delaware corporation,  
its Managing Member

By:



Name: David Nazaryk  
Title: UP



STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE )

On JULY 3, 2014, before me, SANDRA SALVIN, a Notary Public, personally appeared DAVID NAZARYK, 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.



Sandra Salvin  
Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public





EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Being Parcels 1 through 7, inclusive, of Parcel Map Number 33942, as shown by Map on file in Book \_\_\_\_\_ of Parcel Maps at Pages \_\_\_\_\_ to \_\_\_\_\_ inclusive, Records of Riverside County, California, lying within Sections 35 and 36, Township 3 South, Range 4 West, S.B.M.



EXHIBIT B

DEPICTION OF COMMON AREA

