

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



105B

FROM: TLMA - Transportation Department


SUBMITTAL DATE:

June 16, 2011

SUBJECT: Approval of **Tract 31871**
A Schedule "A" Subdivision in the Rancho California Area

RECOMMENDED MOTION: That the Board approve the Improvement Agreements and Securities as approved by County Counsel, approve the final map and authorize the Chairman to sign the Improvement Agreements and map for Tract 31871.

BACKGROUND: This map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. 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.



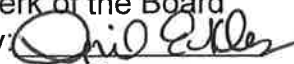
Juan C. Perez
Director of Transportation

HS:lf
Submittals: Final Map
Road/Drainage Imprmnt Agrmts
Water System Imprmnt Agrmts
Sewer System Imprmnt Agrmts
Monumentation Agrmts

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 28, 2011
xc: Transp., COB

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref.

District: 3

Agenda Number:

2.20

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

REVIEWED BY EXECUTIVE OFFICE
DATE 06/14/11 TM
Tina Grande

FORM APPROVED COUNTY COUNSEL
BY: ELENA M. BOEVA 12/19/10
DATE: 12/19/10
Departmental Concurrence

Dept's Recomm.: Policy
Per Exec. Ofc.: Policy
 Consent
 Consent

**AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Lennar Homes of CA, Inc., 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 **Tract 31871**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. 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. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Four million three hundred twelve thousand five hundred and no/100 Dollars (\$4,312,500.00)**.

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 road and drainage 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.

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:

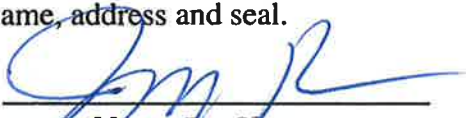
County

Contractor

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

Lennar Homes of CA, Inc.
391 N Main St Suite # 300
Corona, CA 92880

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

By 
Jeffery T. Clemens
Title Vice President

By _____
Title _____

COUNTY OF RIVERSIDE

By 

CHAIRMAN, BOARD OF SUPERVISORS **BOB BUSTER**

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**

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Lennar Homes of CA, Inc., 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 **Tract 31871**, 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 water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **Eastern Municipal Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and 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. 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. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Nine hundred thirty-six thousand five hundred and no/100 Dollars (\$936,500.00)**.

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 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.

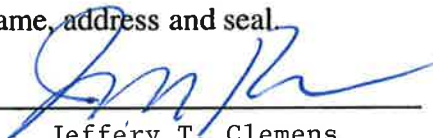
NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, 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.

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:


<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Lennar Homes of CA, Inc. 391 N Main St Suite # 300 Corona, CA 92880

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

By 
Jeffery T. Clemens
Title Vice President

By _____
Title _____

COUNTY OF RIVERSIDE

By 
CHAIRMAN, BOARD OF SUPERVISORS
BOB BUSTER

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

Revised 09/29/09

**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 Lennar Homes of CA, Inc., 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 **Tract 31871**, 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 **Six hundred sixty-six thousand five hundred and no/100 Dollars (\$666,500.00)**.

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.

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.

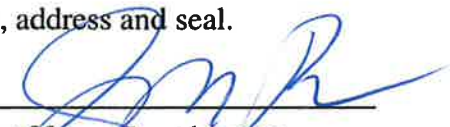
NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, 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:


<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Lennar Homes of CA, Inc. 391 N Main St Suite # 300 Corona, CA 92880

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

By 
Jeffery T. Clemens
Title Vice President

By _____
Title _____

COUNTY OF RIVERSIDE

By 
CHAIRMAN, BOARD OF SUPERVISORS
BOB BUSTER

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

**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Lennar Homes of CA., Inc., 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 **Tract 31871**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **Three hundred twenty-five thousand and no/100 Dollars (\$325,000.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the County Surveyor. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the monuments, 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, 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:

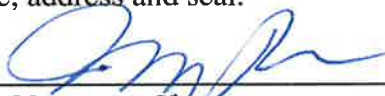
County

Contractor

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

Lennar Homes of CA, Inc.
391 N Main St Suite # 300
Corona, Ca 92880

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

By 
Jeffery T. Clemens
Title Vice President

By _____
Title _____

COUNTY OF RIVERSIDE

By 

CHAIRMAN, BOARD OF SUPERVISORS
BOB BUSTER

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

LENNAR HOMES OF CALIFORNIA, INC.
CERTIFICATE OF INCUMBENCY

JANUARY 13th, 2009

The undersigned, Grace Santaella, as a duly elected, qualified and acting Assistant Secretary of **LENNAR HOMES OF CALIFORNIA, INC.**, a California corporation (the "Corporation"), (the "Corporation"), hereby certifies that:

1. **Jeffrey T. Clemens** is a duly elected, qualified and acting **Vice President** of the Corporation, serving continuously in such capacity since his election on June 26, 2006;

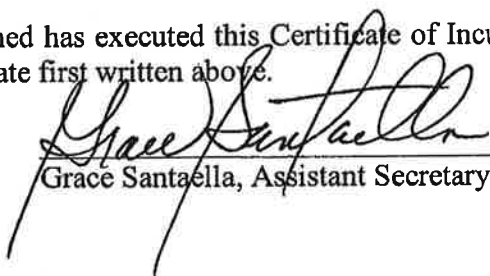
2. **Greg McGuff** is a duly elected, qualified and acting **Vice President** of the Corporation, serving continuously in such capacity since his election on April 21, 2005;

3. **Mark Torres** is a duly elected, qualified and acting **Vice President** of the Corporation, serving continuously in such capacity since his election on January 5, 2007;

4. As a Vice President of the Corporation, the foregoing individuals have the power and authority in the name and on behalf of this Corporation to execute and deliver documents for the County of Riverside, State of California, including subdivision development agreements, subdivision improvement bonds and extension of time agreements, purchase agreements, subcontractor agreements, bond agreements, utility agreements, permitting applications and other routine community documents necessary in connection with the business of the Corporation; and

5. The authorities hereby conferred shall be deemed retroactive, and that any and all actions by **Jeffrey T. Clemens, Greg McGuff, and Mark Torres** in their capacity as a **Vice President** of the Corporation that were performed prior to the passage of these resolutions be, and they hereby are, approved, ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incumbency on behalf of the Corporation effective as of the date first written above.



Grace Santaella, Assistant Secretary

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to and subscribed before me this 13th day of January, 2009, by Grace Santaella, an Assistant Secretary of **LENNAR HOMES OF CALIFORNIA, INC.**, a California corporation, on behalf of the Corporation. She is personally known to me and did not take an oath.



NOTARY PUBLIC, State of Florida

My Commission Number _____
My Commission Expires _____



APPROVED

COPY

Order No.
Escrow No.
Loan No.

(PROFORMA DEED TO BUYER)

(Lots 244 to 249, Tract No. 31871)

RECORDING REQUESTED BY:

NORTH AMERICAN TITLE COMPANY

WHEN RECORDED MAIL TO:

DOCUMENTARY TRANSFER TAX \$ _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

_____ Computed on the consideration or value of property conveyed, OR

_____ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

CORPORATION GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, **LENNAR HOMES OF CALIFORNIA, INC.**, a California corporation ("**Grantor**")

hereby grants to:

(hereinafter jointly referred to as ("**Grantee**")

the real property in the unincorporated area of Riverside County, State of California, described as follows:

SEE EXHIBIT A ATTACHED

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

Dated: _____

LENNAR HOMES OF CALIFORNIA, INC.,
a California corporation

On _____, before me, _____,
a Notary Public for the State of California, personally appeared
_____, who proved to me on the
basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

By: _____

Name: _____

Title: _____

"Grantor"

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)

MAIL TAX STATEMENTS TO: SAME AS ABOVE

**EXHIBIT A
TO
GRANT DEED TO PURCHASERS**

LEGAL DESCRIPTION

PARCEL NO. 1

Lot ____ (the "**Lot**") of Tract No. 31871, as shown on a Subdivision Map (the "**Map**"), recorded in Book ____, Pages ____ to ____, inclusive, of Maps, in the Office of the Riverside County, California, Recorder.

RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and its assignees, to the extent not already reserved by instruments of record:

A. All oil rights, mineral rights, natural gas rights and rights to all other hydrocarbons by whatsoever name known, to all geothermal heat and to all products derived from any of the foregoing (collectively, "**Subsurface Resources**");

B. The perpetual right to drill, mine, explore and operate for and to produce, store and remove any of the Subsurface Resources on or from the Lot, including the right to whipstock or directionally drill and mine from lands other than the Lot wells, tunnels and shafts into, through or across the subsurface of the Lot, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Lot, and to redrill, retunnel, equip, maintain, repair, deepen and operate any of such wells or mines, but without the right to enter upon or drill, mine, explore, operate, produce, store or remove any of the Subsurface Resources from the surface of the Lot or from the land five hundred (500) feet below the surface of the Lot; and

C. All water and water rights, if any, within and underlying the Lot.

RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and its assignees, nonexclusive easements for access, ingress, egress, encroachment, maintenance, drainage and support, and for other purposes, all as described in the following documents, all recorded in the Official Records of Riverside County, California ("**Official Records**"):

- Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Rancho Bella Vista, recorded on March 21, 2002, as Instrument No. 2002-144592, and amended by a First Amendment recorded on December 6, 2002, as Instrument No. 2002-728445 (together with any other amendments, collectively, the "**Declaration**"); and
- Notice of Addition of Phase and Supplemental Declaration of Covenants, Conditions and Restrictions for Rancho Bella Vista (Lots 244 to 249 of Tract No. 31871), recorded on _____, as Instrument No. _____ (together with any amendments thereto, collectively, the "**Notice**").

Capitalized terms not defined herein shall have the meanings set forth in the Declaration.

FURTHER RESERVING THEREFROM, for the benefit of Grantor, the right to enter the Lot (i) to complete and repair any of the improvements or landscaping located thereon as determined necessary by Grantor, in its sole discretion, (ii) to comply with requirements for the recordation of the Map or the grading or construction of the Properties or (iii) to comply with requirements of applicable governmental agencies. Grantor shall provide reasonable notice to Grantee before such entry. If this reservation of right of entry is not complied with by Grantee, Grantor may enforce this right of entry in a court of law. Grantee shall be responsible for all damages arising out of such failure to comply, including attorneys' fees and court costs. The term of this reservation of right of entry shall automatically expire twelve (12) years from the date of recordation of this Grant Deed.

FURTHER RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and its assignees, nonexclusive easements for the installation, maintenance and repair of utilities and related facilities (including, but not limited to, electrical, telephone, cable television, gas, water and sewer lines, utility meters and storm drains) as shown on the Map or otherwise of record.

PARCEL NO. 2

Nonexclusive easements for access, drainage, support, encroachment, maintenance and repair, and for other purposes, all as may be shown on the Map and as described in the Declaration and the Notice.

SUBJECT TO:

1. Nondelinquent general and special real property taxes and public and private assessments;

of-way and [redacted] conditions, restrictions, easements, and rights-
without limitation, the Declaration and the Map;
[redacted] discoverable or ascertainable interests in the Lot,
(b) zoning regulations and other laws, ordinances, and regulations
restricting the use and enjoyment of the Lot and (c) [redacted] permitted or
approved [redacted]

Declaration And Notice of Construction Claims Pursuant to California Civil Code Section 896 Et Seq. For [redacted] Bella Vista (Lots 1 through __, inclusive, of Tract No. 31871), recorded on _____, as Instrument No. _____, in Official Records (the "Title 7 Declaration") and the restrictions, rights, benefits and burdens therein contained, each and all of which are covenants running with the land established in accordance with Section 1468 of the California Civil Code for the benefit of and binding on the parties hereto and each successive owner of all or any portion of the land affected thereby and are hereby expressly incorporated herein by reference as though set out herein in full.

[Signatures Included on Following Page]

GRANTEE ACCEPTANCE AND AGREEMENT

Grantee, by acceptance and recordation of this Grant Deed, (a) accepts and approves this Grant Deed and (b) accepts, covenants and agrees to be bound by all covenants, conditions, restrictions, easements, reservations, rights, uses, limitations, equitable servitudes, liens, charges and all other terms and provisions set forth in the Declaration, the Notice and the Title 7 Declaration (the "**Protective Covenants**"), including the dispute resolution procedure and waiver of jury trial in the Title 7 Declaration, all of which provisions are acknowledged to be reasonable and incorporated in this Grant Deed by this reference and expressly imposed on said real property with the same effect as though fully set forth herein.

Grantee, in accepting this deed and conveyance hereunder, hereby covenants and agrees, jointly and severally, for the benefit of Grantor and each and every Owner bound by the Declaration and the Title 7 Declaration, that Grantee will promptly, fully and faithfully comply with each and all of the Protective Covenants. This Grant is expressly conditioned upon the performance of such Protective Covenants to be performed by Grantee thereunder, and this covenant by Grantee shall be binding on Grantee and Grantee's successors, heirs, executors, administrators, devisees and grantees.

Grantee further grants to Grantor such powers and rights that are set forth in the Declaration, the Notice and the Title 7 Declaration, as applicable, this _____ day of _____.

"Grantee"

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public for the State of California, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

SIGNATURE

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public for the State of California, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

SIGNATURE

APPROVED

Order No.
Escrow No.
Loan No.

(PROFORMA DEED TO BUYER)

(Lots 244 to 249, Tract No. 31871)

RECORDING REQUESTED BY:

NORTH AMERICAN TITLE COMPANY

WHEN RECORDED MAIL TO:

DOCUMENTARY TRANSFER TAX \$ _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

_____ Computed on the consideration or value of property conveyed, OR
_____ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax – Firm Name

CORPORATION GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, **LENNAR HOMES OF CALIFORNIA, INC.**, a California corporation ("**Grantor**")

hereby grants to:

(hereinafter jointly referred to as ("**Grantee**")

the real property in the unincorporated area of Riverside County, State of California, described as follows:

SEE EXHIBIT A ATTACHED

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

Dated: _____

LENNAR HOMES OF CALIFORNIA, INC.,
a California corporation

On _____, before me, _____,
a Notary Public for the State of California, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

By: _____

Name: _____

Title: _____

"Grantor"

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)

MAIL TAX STATEMENTS TO: SAME AS ABOVE

**EXHIBIT A
TO
GRANT DEED TO PURCHASERS**

LEGAL DESCRIPTION

PARCEL NO. 1

Lot ____ (the "**Lot**") of Tract No. 31871, as shown on a Subdivision Map (the "**Map**"), recorded in Book ____, Pages ____ to ____, inclusive, of Maps, in the Office of the Riverside County, California, Recorder.

RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and its assignees, to the extent not already reserved by instruments of record:

A. All oil rights, mineral rights, natural gas rights and rights to all other hydrocarbons by whatsoever name known, to all geothermal heat and to all products derived from any of the foregoing (collectively, "**Subsurface Resources**");

B. The perpetual right to drill, mine, explore and operate for and to produce, store and remove any of the Subsurface Resources on or from the Lot, including the right to whipstock or directionally drill and mine from lands other than the Lot wells, tunnels and shafts into, through or across the subsurface of the Lot, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Lot, and to redrill, retunnel, equip, maintain, repair, deepen and operate any of such wells or mines, but without the right to enter upon or drill, mine, explore, operate, produce, store or remove any of the Subsurface Resources from the surface of the Lot or from the land five hundred (500) feet below the surface of the Lot; and

C. All water and water rights, if any, within and underlying the Lot.

RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and its assignees, nonexclusive easements for access, ingress, egress, encroachment, maintenance, drainage and support, and for other purposes, all as described in the following documents, all recorded in the Official Records of Riverside County, California ("**Official Records**"):

- Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Rancho Bella Vista, recorded on March 21, 2002, as Instrument No. 2002-144592, and amended by a First Amendment recorded on December 6, 2002, as Instrument No. 2002-728445 (together with any other amendments, collectively, the "**Declaration**"); and
- Notice of Addition of Phase and Supplemental Declaration of Covenants, Conditions and Restrictions for Rancho Bella Vista (Lots 244 to 249 of Tract No. 31871), recorded on _____, as Instrument No. _____ (together with any amendments thereto, collectively, the "**Notice**").

Capitalized terms not defined herein shall have the meanings set forth in the Declaration.

FURTHER RESERVING THEREFROM, for the benefit of Grantor, the right to enter the Lot (i) to complete and repair any of the improvements or landscaping located thereon as determined necessary by Grantor, in its sole discretion, (ii) to comply with requirements for the recordation of the Map or the grading or construction of the Properties or (iii) to comply with requirements of applicable governmental agencies. Grantor shall provide reasonable notice to Grantee before such entry. If this reservation of right of entry is not complied with by Grantee, Grantor may enforce this right of entry in a court of law. Grantee shall be responsible for all damages arising out of such failure to comply, including attorneys' fees and court costs. The term of this reservation of right of entry shall automatically expire twelve (12) years from the date of recordation of this Grant Deed.

FURTHER RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and its assignees, nonexclusive easements for the installation, maintenance and repair of utilities and related facilities (including, but not limited to, electrical, telephone, cable television, gas, water and sewer lines, utility meters and storm drains) as shown on the Map or otherwise of record.

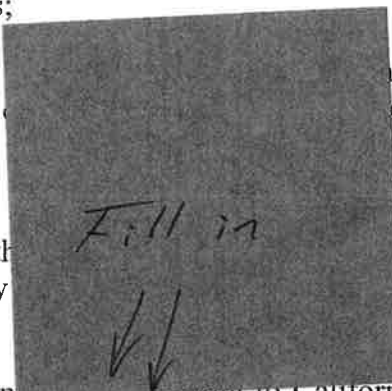
PARCEL NO. 2

Nonexclusive easements for access, drainage, support, encroachment, maintenance and repair, and for other purposes, all as may be shown on the Map and as described in the Declaration and the Notice.

SUBJECT TO:

1. Nondelinquent general and special real property taxes and public and private assessments;

of-way and conditions, restrictions, easements, rights-
out limitation, the Deed and Map;
coverable or ascertainable of the Lot,
(b) zoning and other laws, or regulations
restricting the use of the Lot and permitted or
approved by



Construction Pursuant to California Civil Code Section 890 Et Seq. For Rancho Bella Vista (Lots 1 through __, inclusive, of Tract No. 31871), recorded on _____, as Instrument No. _____, in Official Records (the "Title 7 Declaration") and the restrictions, rights, benefits and burdens therein contained, each and all of which are covenants running with the land established in accordance with Section 1468 of the California Civil Code for the benefit of and binding on the parties hereto and each successive owner of all or any portion of the land affected thereby and are hereby expressly incorporated herein by reference as though set out herein in full.

[Signatures Included on Following Page]

GRANTEE ACCEPTANCE AND AGREEMENT

Grantee, by acceptance and recordation of this Grant Deed, (a) accepts and approves this Grant Deed and (b) accepts, covenants and agrees to be bound by all covenants, conditions, restrictions, easements, reservations, rights, uses, limitations, equitable servitudes, liens, charges and all other terms and provisions set forth in the Declaration, the Notice and the Title 7 Declaration (the "**Protective Covenants**"), including the dispute resolution procedure and waiver of jury trial in the Title 7 Declaration, all of which provisions are acknowledged to be reasonable and incorporated in this Grant Deed by this reference and expressly imposed on said real property with the same effect as though fully set forth herein.

Grantee, in accepting this deed and conveyance hereunder, hereby covenants and agrees, jointly and severally, for the benefit of Grantor and each and every Owner bound by the Declaration and the Title 7 Declaration, that Grantee will promptly, fully and faithfully comply with each and all of the Protective Covenants. This Grant is expressly conditioned upon the performance of such Protective Covenants to be performed by Grantee thereunder, and this covenant by Grantee shall be binding on Grantee and Grantee's successors, heirs, executors, administrators, devisees and grantees.

Grantee further grants to Grantor such powers and rights that are set forth in the Declaration, the Notice and the Title 7 Declaration, as applicable, this _____ day of _____.

"Grantee"

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public for the State of California, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

SIGNATURE

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public for the State of California, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

SIGNATURE

APPROVED

RECORDING REQUESTED BY:

WHEN RECORDED. MAIL TO:

Lennar – Western Region DRE
Attn: T. Wilson
25 Enterprise, Suite 300
Aliso Viejo, CA 92656

(Space Above for Recorder's Use)

**NOTICE OF ADDITION OF PHASE
AND
SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RANCHO BELLA VISTA
(Lots 244 to 249 of Tract No. 31871)**

**NOTICE OF ADDITION OF PHASE
AND
SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RANCHO BELLA VISTA
(Lots 244 to 249 of Tract No. 31871)**

This Notice of Addition of Phase and Supplemental Declaration (the "**Notice of Addition**") is made by **Lennar Homes of California, Inc.**, a California corporation ("**Declarant**").

PREAMBLE

A. The Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Rancho Bella Vista was Recorded on March 21, 2002, as Instrument No. 2002-144592, and amended by a First Amendment recorded on December 6, 2002, as Instrument No. 2002-728445 (together with any other amendments, collectively, the "**Declaration**"), both in the Official Records of Riverside County, California (the "**Official Records**"). The Declaration is binding upon Owners of Lots in the planned development known as Rancho Bella Vista (the "**Properties**").

B. Declarant is the owner of certain real property (the "**Added Property**") in Riverside County, California, described as follows:

Lots 244 to 249 of Tract No. 31871, as shown on a Subdivision Map, recorded in Book _____, Pages ____ to _____, inclusive, of Maps, in the Office of the Riverside County, California, Recorder.

C. The Added Property is part of the Annexable Territory as defined in the Declaration.

D. Declarant was assigned all rights of the Declarant under the Declaration in the Assignment of Declarant's Rights [Rancho Bella Vista] Recorded on January 22, 2010, as Instrument No. 2010-0027032, of Official Records.

E. Pursuant to Section 16.1 of the Declaration, Declarant now desires to designate the Added Property as a Phase of the Properties.

THEREFORE, DECLARANT DECLARES AS FOLLOWS:

1. **Annexation of Phase.** The Added Property is annexed as a Phase of the Properties. This Notice of Addition is a Notice of Addition defined in

Section 16.4 of the Declaration and a Supplemental Declaration defined in Section 1.1.68 of the Declaration.

2. **Membership in Association.** Each Owner of one or more Lots in the Added Property shall automatically become a member of the Rancho Bella Vista Community Association, a California nonprofit public benefit corporation (the "**Association**"), as provided in Section 4.4.1 of the Declaration.

3. **Assessment Obligations.** The rights and obligations of all Owners of Lots located in the Added Property concerning payment of assessments are set forth in Article VI of the Declaration. Annual Assessments shall commence for all Lots in the Added Property on the first day of the first calendar month after the first Close of Escrow in the Added Property, as provided in Section 7.6 of the Declaration.

4. **Voting Rights.** The entitlement to vote shall begin for all Lots within the Added Property on the first day of the first calendar month after the first Close of Escrow in the Added Property. Declarant and any employee or agent of Declarant) and any members of the Board appointed by Declarant or elected by a majority of votes cast by Declarant, shall not have the right to vote on any decision of the Association or the Owners to initiate a construction defect claim, with respect to the Added Property, pursuant to Title 7 (commencing with Section 895) of the California Civil Code.

5. **Land Classifications and Restrictions.**

(a) **Lots.** Lots 244 to 249 of Tract No. 31871 are designated as Lots.

(b) **Association Property - Common Area.** The Improvements on the Lots described on **Exhibit A** as "HOA Maintained Concrete Ditch," "HOA Maintained Slope Landscaping and Irrigation," and "HOA Maintained Powder Coated Tubular Steel Fence" are designated as Association Property and part of the Common Area. The Association is responsible for maintaining, repairing and replacing these Improvements. Effective on the first Close of Escrow in the Added Property, Declarant grants to the Association nonexclusive easements for access, maintenance, repair and replacement over the Lots in the Added Property for access to and maintenance of the Association Property. Declarant reserves, for the benefit of the Lots in the Properties and the Common Area, easements for surface drainage through the HOA Maintained Concrete Ditch.

(c) **Property Wall - Common Area.** The exterior surface of the wall described as "HOA Maintained Block Wall" on **Exhibit A** is designated as a Property Wall and part of the Common Area. Effective on the first Close of Escrow in the Added Property, Declarant grants to the Association nonexclusive easements for access, maintenance, repair and replacement over the Lots in the Added Property for access to and maintenance of the exterior surface of the Property Wall.

6. **Maintenance Obligations.** The maintenance obligations of the Association, the Owners, and Declarant are described in the Declaration. The

Association shall assume its maintenance obligations for the Added Property on commencement of Annual Assessments for the Added Property.

7. **Right To Farm/Dairies.** Dairies and/or other agricultural uses are located within the vicinity of the Properties. The Properties may be impacted by these uses. In addition, portions of the Properties are located within 300 feet of land zoned for primarily agricultural purposes by Riverside County. California Civil Code Section 3482.5 and Riverside County Ordinance 625.1 provide that: "No agricultural activity, operation or facility, or appurtenances thereof, conducted or maintained for commercial purposes, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after the same has been in operation for more than three years if it was not a nuisance at the time it began." Under Riverside County's Ordinance, the term "agricultural activity, operation or facility, or appurtenances thereof" includes, but is not limited to, "the cultivation and tillage of the soil, dairying the production, cultivation, growing, and harvesting of any agricultural commodity, including timber, viticulture, apiculture, or horticulture, the raising of livestock, fur bearing animals, fish, or poultry, and any practices performed by a farmer or on a farm as incident to or in conjunction with such farming operations, including preparation for market, delivery to storage or to market, or to carriers for transportation to market."

8. **NOTICE OF AIRPORT IN VICINITY.** The following notice applies to all of the Added Property:

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

An "airport influence area," also known as an "airport referral area," is the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

9. **Conformity with Development Plan.** This Notice of Addition is in conformity with the development plan currently on file with the DRE.

10. **Miscellaneous.** This Notice of Addition shall run with all of the Added Property and the Properties, shall be binding upon all Persons having or acquiring any interest in the Added Property and the Properties, or any part thereof, shall inure to the benefit of and burden every portion of the Added Property and the

Exhibit A

Property Wall and Association Property in Added Property

EXHIBIT "A"

