

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

605B



FROM: TLMA - Transportation Department

SUBMITTAL DATE:

August 29, 2013

SUBJECT: Approval of Final Parcel Map 33806

A Schedule "E" Subdivision in the Glen Ivy Hot Springs Area, 1/1 District

RECOMMENDED MOTION: That the Board of Supervisors approves and authorizes the Chairman to sign the Final Map for Parcel Map 33806.

BACKGROUND: Tentative Parcel Map 33806 was approved by the Board of Supervisors on January 10, 2010. This Final Parcel 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 the filing of the Final Parcel Map.

Juan C. Perez

Director of Transportation and Land Management

HS:RTR

Submittals: Final Parcel Map

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone and Benoit

Nays: None

Absent: Ashley

Date: September 10, 2013

xc: Transp., COB

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

Prev. Agn. Ref.

District: 1/1

Agenda Number:

2-21

DATE

Tina Grande

Departmental Concurrence

☐ Policy

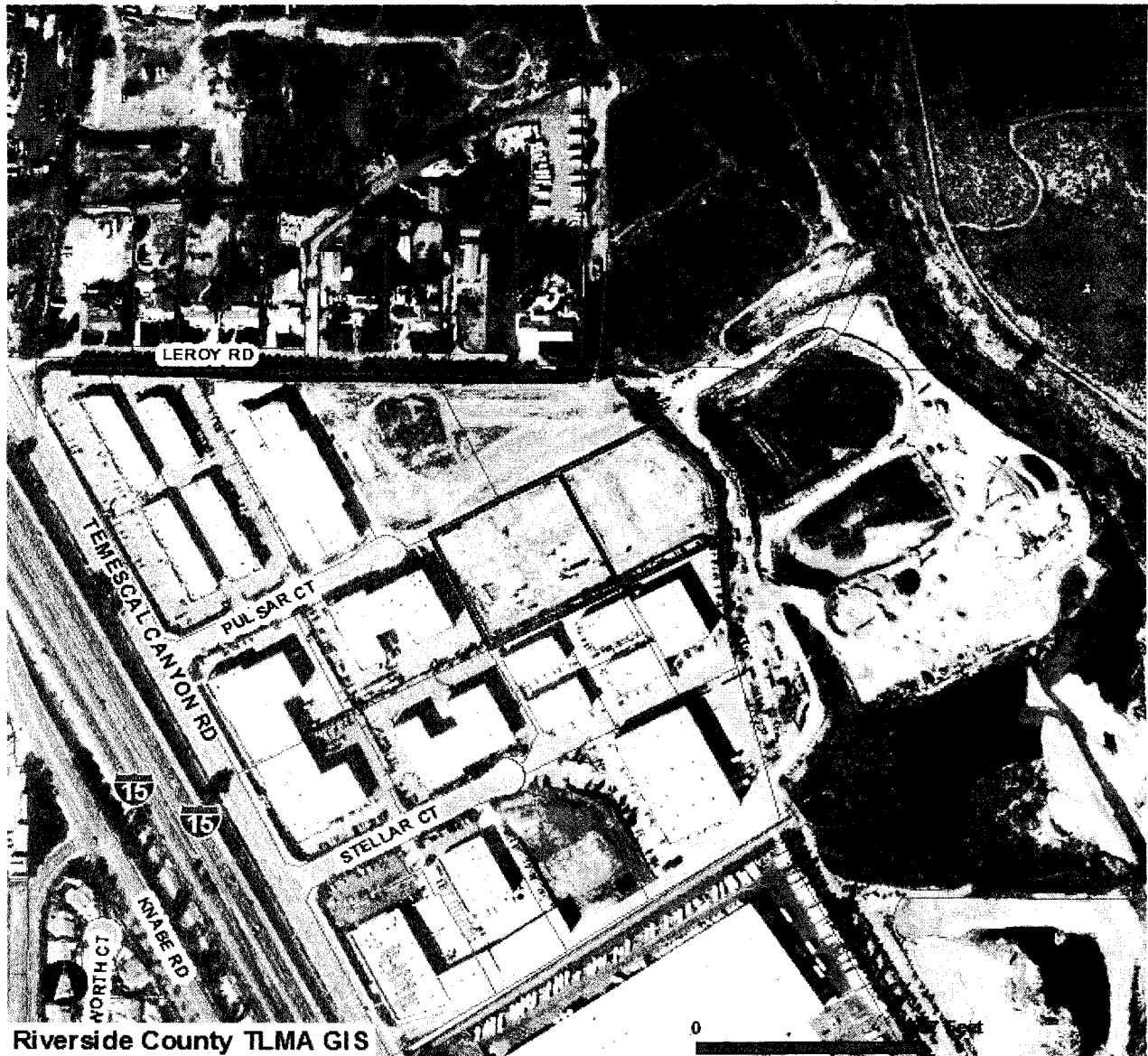
☒ Consent

Dep't Recomm.:

☐ Policy

☒ Consent

Per Exec. Ofc.:



## VICINITY MAP

PM 33806

SEC. 27 TWP. 4S RNG. 6W

Supervisory District: 1 (Kevin Jeffries)

**APPROVED**

WHEN RECORDED RETURN TO:

BRENWEST LEASING, LLC  
27440 BOSTIK COURT  
TEMECULA, CA 92590

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*(Space Above for Recorder's Use)*

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATION  
OF EASEMENTS FOR  
WILDROSE III BUSINESS PARK

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATION  
OF EASEMENTS FOR  
WILDROSE III BUSINESS PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS ("Declaration") is made by BRENWEST LEASING, LLC ("Declarant").

**PREAMBLE**

- A. Declarant is the Owner and developer of certain real property (exclusive of public rights-of-way) in the County of Riverside, State of California, more particularly described in Paragraph D hereof, which property constitutes the Properties.
- B. All of the Properties have been developed with certain common objectives and Owners of Buildings will have certain common interests. The Business Park has been developed with objectives designed to preserve the value of and to benefit all the property within the Properties, even though the individual Buildings are of slightly different character. The common development plan imposes reciprocal burdens and benefits on all of the Properties, such that each portion and the entirety of the Properties are both burdened by the provisions of this Declaration for the benefit of each other portion of the Properties and benefited by the burdens imposed on each other portion of the Properties.
- C. Declarant hereby declares that all of the Properties shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the easements, restriction, covenants, conditions and equitable servitudes contained in this Declaration, all of which are for the purpose of preserving and protecting the value, attractiveness and desirability of the Properties, in furtherance of a comprehensive plan for the protection, maintenance, improvement and sale of the Properties, or any portion thereof. The covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges set forth herein shall (1) run with the Properties; (2) be binding upon all Persons having any right, title or interest in the Properties, or any part thereof, their heirs, successive Owners and assigns; (3) inure to the benefit of every portion of the Properties and any interest therein; (4) inure to the benefit of and be binding upon Declarant, and its successive Owners and each Owner and his or her respective successors-in-interest; and (5) may be enforced by Declarant and/or any Owner.
- D. Declarant is Owner of the real property located in the County of Riverside, State of California, more particularly described as Parcels 1,2,3,4, and 5 of Parcel Map 33806, as Recorded in Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_ inclusive, Records of Riverside County, California. As used herein, the term "Lot" shall mean each parcel or portion thereof in the Map.

NOW, THEREFORE, Declarant hereby declares that the herein described Property shall be held, conveyed, Mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following Declarations, limitations, covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, in accordance with the plan for the Improvements of the property. All the limitations, covenants, conditions, and restrictions shall constitute covenants which shall run with the land and shall be binding upon Declarant and their successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Property.

## ARTICLE I DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

### **1. Definitions**

- 1.1. **Beneficiary.** Beneficiary means a Mortgagee under a Mortgage or a Beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgage or Beneficiary.
- 1.2. **Builder.** Builder means BRENWEST LEASING, LLC developing such portion for resale to the general public.
- 1.3. **Building 1.** Building 1 shall mean Parcel 5 and the Improvements thereon.
- 1.4. **Building 2.** Building 2 shall mean Parcel 4 and the Improvements thereon.
- 1.5. **Building 3.** Building 3 shall mean Parcel 2 and the Improvements thereon.
- 1.6. **Building 4.** Building 4 shall mean Parcel 1 and the Improvements thereon.
- 1.7. **Building 5.** Building 5 shall mean Parcel 3 and the Improvements thereon.
- 1.8. **Close of Escrow.** Close of Escrow means the date on which a deed or other such instrument is Recorded conveying a Lot or Building in the Properties, with the exception of (i) deeds between Declarant and (a) any successor to the rights of Declarant hereunder.
- 1.9. **Declarant.** Declarant means BRENWEST LEASING, LLC, a California corporation, its successors, and any other Person to which it assigns any of its rights hereunder by an express written and Recorded assignment. Any such assignment may include only specific rights of the Declarant hereunder and may be subject to such conditions and limitations as BRENWEST LEASING, LLC may impose in its sole and absolute discretion. As used in this Section, "successor" means any Person who acquires Declarant or substantially all of its assets, or who merges with Declarant by sale, merger, reverse merger, consolidations, sale of stock or assets, operation of law or otherwise.
- 1.10. **Declaration.** Declaration means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as amended.
- 1.11. **Deed of Trust.** Deed of Trust means a Mortgage as further defined herein.
- 1.12. **Five Lots and Buildings.** Five Lots and Buildings means Parcel 1, Parcel 2, Parcel 3, Parcel 4 and Parcel 5 and the Improvements upon each respective parcel of the property described in Paragraph D hereof.

- 1.13. **Improvement**. Improvement means all structures, landscaping and appurtenances thereto, including but not limited to Buildings, outbuildings, walkways, clustered mailbox structures, sprinkler pipes, irrigation systems, storm drainage systems, roads, driveways, parking areas, fences, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, firebreaks, poles, antennae, signs, exterior air conditioning and water softener fixtures or equipment.
- 1.14. **Local Government Agency**. Local Governmental Agency means the County and any other local or municipal governmental entity or agency including, without limitation, any special assessment district, maintenance district or community facilities district.
- 1.15. **Lot**. Lot means any Lot or parcel of land shown upon any Recorded subdivision map or Recorded parcel map of any portion of the Properties ( as such Lot or parcel may be modified by any Recorded Lot line adjustment), together with the Improvements, thereon.
- 1.16. **Maintenance Guidelines**. Maintenance Guidelines means the guidelines for the ordinary and necessary maintenance, repair, replacement and preservation of the Maintenance Property Improvements. Among other things, the Maintenance Guidelines specify suggested maintenance levels, recommended intervals for regularly scheduled maintenance items, and the scope of required maintenance practices and procedures.
- 1.17. **Maintenance Property**. Maintenance Property means all the real and improvements that relates to driveways, parking Lots, curbs, gutters and landscaping. The Maintenance Property includes (for maintenance purposes but not necessarily fee Ownership) without limitation (i) all walls, median strips, slopes, berms, landscaping, sidewalks, and irrigation and drainage systems in public property or public rights-of-way in or near the Properties designated for maintenance by the Declarant pursuant to this Declaration or any Supplemental Declaration, any agreement between a Local Governmental Agency and Declarant, or the Declarant, or on any Recorded subdivision or parcel map of the Properties, the maintenance of which is not the responsibility of a state, local or municipal governmental agency or entity, or a Project Association pursuant to a Project Declaration, (ii) areas adjacent to the Properties over which the Declarant is granted a maintenance easement. Title to all or any portion of the Maintenance Property may be subject to a prior dedication to a Local Governmental Agency.
- 1.18. **Majority of Owners**. Majority of Owners means 3 of 5 Owners of the respective Five Lots and Buildings and allowing for one (1) vote per respective Lot and building.
- 1.19. **Mortgage**. Mortgage means any Mortgage or Deed of Trust or other conveyance of a Lot, Building or other portion of the Properties to secure the performance of an obligation, which will be conveyed upon the completion of such performance. The term "Deed of Trust" or "Trust Deed" is synonymous with the term "Mortgage".
- 1.20. **Mortgagee/Mortgagor**. Mortgagee means a Person to whom a Mortgage is made and includes the Beneficiary of a Deed of Trust. Mortgagor means a Person who Mortgages his or its property to another (i.e., the maker of a Mortgage), and includes the Trustor of a Deed of Trust. The term "Trustor" is synonymous with the term "Mortgagor," and the term "Beneficiary" is synonymous with the term "Mortgagee."
- 1.21. **Owner**. Owner means the Person or Persons, including Declarant and Builder, holding a fee simple or long-term ground leasehold interest of Record to a Lot or a Building. The term "Owner" includes a seller under an executory contract of sale, but excludes Mortgagees. For

purposes of this Declaration, a "long-term ground leasehold interest" means a leasehold interest having a term of ten (10) or more years.

- 1.22. **Person.** Person means a natural individual, a corporation, partnership or any other entity with the legal right to hold title to real property.
- 1.23. **Project Declaration.** Project Declaration means any Declaration of covenants, conditions and restrictions, or similar documents, which affects solely a specified portion of the Properties.
- 1.24. **Properties.** Properties means the Five Lots and Buildings.
- 1.25. **Record, Filed, Recordation.** Record, Filed or Recordation means, with respect to any document, the Recordation or filing of such document in the Office of the Riverside County Recorder.
- 1.26. **Supplemental Declaration.** Supplemental Declaration means any Declaration of covenants, conditions and restrictions and reservation of easements or similar document adding real property to the Properties or supplementing this Declaration which may be Recorded.

## ARTICLE II

### MAINTENANCE PROPERTY; USES AND RESTRICTIONS

#### **2. Maintenance Property; Uses and Restrictions**

- 2.1. **Maintenance of Improvements.** The Owners' association shall maintain and repair any Improvements located on a Lot owned by such Owner within the Property (including the replacement of any portion thereof when necessary or appropriate) and keep the Improvements in good repair and in an attractive, neat and orderly condition. All areas immediately surrounding the Improvements shall be landscaped in a reasonable manner to enhance the appearance of the buildings and all shrubs, trees, grass and other plantings shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof in a neat and orderly condition. Each Owner shall be responsible for the installation and maintenance of landscaping on those portions of each Lot owned by such Owner. Without limiting the foregoing, each Owner shall maintain those portions of the slopes, parkways, landscaping, and ingress/egress easement located on or adjacent to each Owner's Lot(s).
- 2.2. **Landscaping.**
  - 2.2.1. All Lots shall be maintained in a weed-free condition and free from rubbish or refuse at all times.
  - 2.2.2. In the event any act or condition caused or permitted by the Owner, lessee, licensee, or occupant results in the destruction or removal of any landscaping within such areas, the Owner shall replace said landscaping with materials of like size and kind as approved by the Committee.
  - 2.2.3. Notwithstanding the foregoing, an Owner at any time may propose to install different structures or landscaping, provided such structures or landscaping shall be approved by a majority of the Owners as provided herein.

- 2.2.4 Permanent public, quasi-public or private maintenance organization shall be established for proper management of the water efficient landscape and irrigation systems. Any agreements with the maintenance organization shall stipulate that maintenance of landscaped areas will occur in accordance with Ordinance No. 859 (as adopted and any amendments thereto) and the County of Riverside Guide to California Friendly Landscaping.
- 2.2.5 These CC&Rs shall prohibit the use of water-intensive landscaping and require the use of low water use landscaping pursuant to the provisions of Ordinance No. 859 (as adopted and any amendments thereto).
- 2.2.6 The common maintenance areas shall include all those identified on the approved landscape maintenance exhibit.
- 2.3. **Permitted Uses.** The uses permitted on the Property shall be only those permitted under the "Wildrose Specific Plan No. 176, Planning Area III-3" as that use is determined by the County of Riverside, in effect upon the date of the Declaration, together with any future modifications thereto which are more restrictive. No activity shall be allowed on any portion of the Property which interferes with the use and enjoyment of another portion of the Property by the Owner thereof. There shall be no use that shall be reasonably construed by the Declarant as being objectionable in a first-class industrial park, or forbidden by any applicable law, rule or regulation of a governmental agency having jurisdiction thereof. All manufacturing activity shall be conducted within an enclosed building.
- 2.4. **Prohibited Uses.** Those uses expressly prohibited include the uses prohibited under the "Wildrose Specific Plan No. 176, Planning Area III-3" as that use is determined by the County of Riverside, in effect upon the date of this Declaration, together with any further modifications thereto which shall be more restrictive.
- 2.5. **Nuisances.** No noxious, illegal, or offensive activities shall be carried on within any Lot, or on any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of their respective Lots, or which in any way shall endanger lives or the health of any occupants thereof. No explosives shall be manufactured, stored, or sold on the Property.
- 2.6. **Vehicle Restrictions.** No trailer, camper, mobile home, boat, inoperable vehicle or similar equipment shall be permitted to remain upon any area within the Property, other than temporarily, except inside the building constructed on the Property or in a yard enclosed by a fence or wall which shall be screened from view. No noisy or smoky vehicles shall be operated on the property. No storage of vehicle or maintenance or repair of vehicles (except for emergency service) shall be permitted in any driveway, parking area or any street. No vehicle washing shall be permitted, nor shall there be any outdoor fueling on the Property.
- 2.7. **Outside Storage.** There shall be no outside storage except within an approved storage area as approved by a majority of the Owners and complying with all applicable laws and regulations. Any such storage area shall be completely screened from view and shall be enclosed by a solid fence not to exceed eight feet in height. No such storage shall exceed the height of the fence. No outside stage shall be permitted in any required parking areas or



driveways. No air compressors or other equipment shall be installed outside any building except with the prior written approval of a majority of the Owners.

- 2.8. **Signs and Advertising.** No signs shall be displayed to the public view on any buildings or on any portion of the property except such signs as shall be in conformance with County ordinances and approved by a majority of the Owners. No advertising or promotional activities which may interfere with the quiet use and enjoyment of the property by other Owners and their tenants, such as pennants, light, amplified sound or music, shall be permitted.
- 2.9. **Garbage and Refuse Disposal.** All rubbish, trash and garbage shall be deposited in receptacles designated therefor and in areas screened from view from any and all public rights of way.
- 2.10. **Construction Materials.** All materials used in any structure shall conform to the master Architectural concept approved by the County of Riverside for the Property.
- 2.11. **Loading Areas.** Loading doors, docks, facilities or other service areas shall be screened to minimize their appearance from any street. Delivery trucks will not be allowed to park within the public right-of-way or interfere with interior circulation patterns to make deliveries. All loading and unloading activities shall be conducted during the hours of 7:00 am, and 9:00 p.m.
- 2.12. **Architectural Control.** No exterior fence, wall, sign, advertisement, obstruction, balcony, screen, awning, or Improvement, including landscaping or structure of any kind, shall be commenced, erected, painted or maintained on any Lot, nor shall any alteration of Improvement of any kind be made thereto until the same has been approved in writing by a majority of the Owners, and such alteration or Improvement has been determined to comply with all applicable governmental ordinances, setbacks and architectural standards established by Declarant. Not less than two (2) complete sets of plans and specifications which shall be prepared by a licensed architect or landscape architect, as applicable, and other documentation which may include but not be limited to site plans, floor plans, exterior elevations, sections, materials, colors, landscaping, irrigation, signage, exterior lighting and any other information needed to accurately describe the exterior appearance or functional characteristics of the Improvements, shall be submitted to Declarant and to the other Owners as defined hereinafter, for written approval prior to the commencement of any such Improvements.
  - 2.12.1. **Declarant.** The Declarant shall have the right to disapprove the applications submitted to it in the event any part of it is: (i) not in accordance with the provisions of this Declaration and/or (ii) incomplete; and/or (iii) are deemed by the Declarant to be contrary to the best interest of the project of which the Property is a part or the other Owners. The Declarant shall not unreasonably withhold its approval of any applications submitted to it, however, the Declarant may base its approval or disapproval on criteria which may include but are not limited to the following: the adequacy of the building locations and dimensions on the Lot; the adequacy of the parking to be provided; conformity and harmony of external design with neighboring Lots and the types of operations and uses thereof; relation of topography, grade and finish ground elevation of the Lot being improved to that of the neighboring Lots; property facing of main elevation with respect to nearby

street; adequacy of screening of trash facilities and mechanical, air conditioning or other rooftop installations; adequacy of landscaping; and overall conformity of the application to the purpose and general plan and intent of the Declaration. The Declarant shall communicate in writing its ground for disapproval. The decision of the Declarant shall be final, and notwithstanding any approval by the Declarant no request for approval shall be deemed approved unless it provides for safety and/or any other controls as set forth by local, state, federal or other governmental agencies. The Approval of the Declarant of any plans or specifications for use on any Lot shall not be deemed a waiver by the Declarant of its right to object to any of the same or similar features or elements embodied in subsequent plans and specifications submitted for approval on other Lots.

- 2.12.2. **Declarant Inaction.** The Declarant shall approve or disapprove any application within 30 days from the receipt thereof. If the Declarant fails to either approve or disapprove such application within said 30 day period it shall be determined by a majority of the Owners within a 30-day period after full submission to each Owner.
- 2.12.3. **Liability.** Neither Declarant, the Owner nor any member thereof, nor any agents of Declarant or the other Owners shall be liable for any damage, loss or prejudice suffered or claimed by any Owner, lessee, licensee or occupant who submits an application requesting approval by the Declarant or a majority of the Owners or Declarant. Any such entity or Person who submits any such application shall defend and hold the Declarant, the other Owners, and members thereof and the agents of each harmless from all damage, loss or prejudice suffered or claimed by any third party on account of (i) any defects in any plans, drawings, specifications or other documentation submitted in any such application, received or approved in accordance with the foregoing provisions, or for any structural or other defects in any work done according to such plans, drawings, specifications or other documentation; (ii) the approval or disapproval of any application, whether or not defective; (iii) the construction or performance of any work, whether or not pursuant to an approved application; or (iv) the development of a Lot within the Properties.
- 2.13. **Owners' Rights of Enjoyment.** Every Owner and, to the extent permitted by such Owner pursuant to the Restrictions, such Owner's employees, guests, invitees, lessees, and contract purchasers shall have a right of ingress and egress and of enjoyment in, to and over the Maintenance Property which shall be appurtenant to and shall pass with title to every Lot and Building, subject to the Declarant's and/or a majority of the Owners' right to exercise exclusive jurisdiction over and control of the Maintenance Property as provided herein.
- 2.14. **Parking and Traffic Control.** Parking is permitted within the Property only within spaces and areas clearly marked for such purpose. Declarant and/or a majority of the Owners, is empowered to establish "parking" and restricted "guest parking" and "no parking" areas within the Property in accordance with Section 22658 and Section 22658.2 of the California Vehicle Code, or any similar statute hereafter enacted, as well as to enforce these parking limitations through its officers and agents by all means lawful for such enforcement on public street, including the removal of any violating vehicle. The Declarant and/or the Owners is also authorized and empowered to request that the County or other

applicable agency enforce the California Vehicle Code on any Common Driveways within the Properties, pursuant to applicable ordinances and provisions of the California Vehicle Code permitting governmental enforcement thereof.

- 2.15. **Easements for Vehicular Traffic.** In addition to the general easements for use of the Property reserved herein, Declarant hereby reserves to itself, to all future Owners within the Properties, and to every Owner and their respective agents, employees, guests, tenants, invitees and successors nonexclusive easements appurtenant to each Lot and Building in the Properties for vehicular and pedestrian traffic over any and all Common Driveways and walkways, within the Property, subject to the parking provisions set forth herein.
- 2.16. **Master Communications Systems Service Easement.** All of the Properties are subject to nonexclusive easements of access, ingress, and egress, for purposes of installing, operating, maintaining, repairing, inspecting, removing and replacing the community antenna television system and other communication service lines, facilities, and equipment, for the benefit of Declarant and its subsidiaries, transferees, successors and assigns, as reserved and granted by reservations and conveyances of Record and the provisions hereof. Such easements are freely transferable by Declarant to any other individual or entity and their successive Owners for the purpose of providing a community antenna television system and communication services to the Properties does not imply the transfer of any such community antenna television and communication easements or the lines, facilities or equipment located thereon. Exercise of the easements reserved in this Section shall not unreasonably interfere with the reasonable use and enjoyment of the Properties.
- 2.17. **Declarant Easements.** Declarant hereby reserves to itself together with the right to transfer same easements of access, ingress and egress over all Maintenance Property, Lots, and Buildings for installation and maintenance of utilities and drainage facilities shown on a Subdivision map or Maps for the Properties and for constructions, installation, operation, replacement, repair and maintenance of all utility and service lines, systems and other devices and Improvements which may be reasonably necessary for the development and marketing of Buildings within the Properties, including, but not limited to, water, sewer, gas, telephone, electrical, television and storm drain and water lines (collectively the "Facilities"). Each Owner by accepting a deed to a Lot expressly consents to the foregoing easements and rights of way and authorizes and appoints Declarant (so long as Declarant owns all or any portion of the Properties) as attorney-in-fact of such Owner to execute any and all instruments particularly describing, locating, granting or transferring such easements or rights of way. Within the location of the Facilities' easements and rights of way, no Improvement shall be planted or placed which may interfere with the use, maintenance or operation of the Facilities or which may be in violation of any ordinance or law of any applicable governmental authority.
- 2.18. **Implementation of BMP Maintenance Program.** The Owners Association will be held responsible to implement periodic and continuous maintenance as follows:
- Common Area Landscape – Minimum once monthly maintenance
  - Trash Storage and Litter Control – Minimum twice monthly maintenance
  - Common Area Catch Basin Inspection – Annual inspection, on or before October 15<sup>th</sup>

## ARTICLE III

### USE RESTRICTIONS

#### **3. Use Restrictions**

##### **3.1. Parking and Vehicular Restrictions**

3.1.1. **Parking Regulations.** The Declarant or a majority of the Owners may establish additional regulations regarding any parking areas, including without limitation designating "parking," "guest parking," and "no parking" areas thereon, setting time limits for parking vehicles in the Maintenance Property parking areas, and requiring registration of vehicles or use of parking permits. The Declarant has the power but not the duty to enforce such ordinances and/or use restrictions. No vehicles may be parked on the premises for longer than 48 consecutive hours.

3.1.2. **Common Driveways.** Certain groups of Lots in the Properties ("***Driveway Group***") may share a common access driveway ("***Common Driveway***"), which provides access only to the Driveway Group. The Common Driveway shared by each Driveway Group is shown on the Map(s) for the Properties. The Owners of Lots in a Driveway Group shall each have semi exclusive easements for vehicular and pedestrian access, ingress and egress over the Common Driveway serving such Driveway Group. No other Owners of the Properties may use such Common Driveway, which is hereby designated to be for the exclusive use of the Owners of the Driveway Group. There shall be no parking on the Common Driveways. Provided, however, that the foregoing shall not preclude the parking of service and similar vehicles on Common Driveways if (i) parking space is not available in the driveway located on the Lot within the Driveway Group being serviced by such vehicles; (ii) such parking is for temporary service purposes not to exceed the amount of time necessary to complete the service, but in no event longer than eight (8) consecutive hours, and (iii) no vehicle shall be parked so as to unreasonably obstruct vehicular access to other Lots within the Driveway Group.

3.2. **Signs.** No sign, poster, billboard, balloon advertising device or other display of any kind ("Displays") may be displayed within the Properties except (i) such Displays (regardless of size, configuration or content) as may be used by Declarant in connection with the development of the Properties and the sale, lease or other disposition of Lots and Buildings, (ii) entry monuments and similar community identification signs established by the Declarant, (iii) subject to Declarant's approval relating to the location, size, materials and other such criteria, one (1) nameplate or similar Owner name identification, and a reasonable number of signs advising of the existence of security services protecting a Lot or Building; and (iv) one (1) sign which may be displayed on each Lot or from each Building advertising the Lot or Building for sale or lease; provided that such for sale or lease signs (a) may not be larger than eighteen inches (18") by thirty inches (30") in size; (b) may not be attached to the ground by means other than a conventional single vertical stake which may not exceed two inches (2") by three inches (3") in diameter (i.e. posts, pillars, frames or similar arrangements are prohibited); (c) may not extend more than three feet (3') above ground level; and (d) shall be of such colors and styles as are approved by the Declarant or a majority of the Owners, and subject to County approval. Nothing in this Paragraph is intended to conflict with California Civil Code § 712 or 713.

- 3.3. **Nuisances.** No rubbish or debris of any kind may be placed or permitted to accumulate anywhere within the Properties, and no odor may be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, or offensive from any public or private street or from any other Lot or Building in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist upon or emanate from any portion of the Maintenance Property of any portion of a Lot or Building within the Properties so as to be offensive or detrimental to any other Lot or Building in the Properties or to its occupants. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells other sound devices (other than security devices used exclusively for security purposes and commercially designed and reasonably used exterior speakers), live bands, noisy, unsightly, unusually painted or smoky vehicle, aircraft, large noisy power equipment or tools, unlicensed off-road motor vehicles, transmission which may unreasonably interfere with television or radio reception within the Properties, or other items which may unreasonably disturb other Owners or their tenants may be located, used or placed on any portion of the Properties without the prior written approval of the Declarant or a majority of the Owners. Alarm devices used exclusively to protect the security and contents of a vehicle, Lot or Building, are permitted, provided that such devices do not produce annoying sounds or conditions as a result of frequently occurring false alarms.
- 3.4. **Exterior Maintenance and Repair.** No Improvement shall be permitted to fall into disrepair, and each such Improvement must at all times be kept in good condition and repair. It is the responsibility of the applicable Owner to maintain and repair (including painting and stucco repairs) the surface of any property Wall which faces the Lot or Building, regardless of whether such Wall is (i) located on the common property line separating the Maintenance Property of Public property from the Lot, Building, or (ii) wholly or partially within the Property, Public Property or Lot immediately adjacent to such common property line. Such maintenance obligations shall include without limitation the obligation to paint, stucco patch and otherwise protect and preserve such Maintenance Property Wall surface from exposure to and deterioration by the elements. Owners shall be responsible for maintenance, repair and replacement of the individual mailboxes and shall be responsible for maintenance of mailbox stand and structures. If any Owner permits any Improvement which is the maintenance responsibility of such Owner to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, a majority of the other Owners and after affording the responsible Owner Notice, may, but need not, enter upon the affected Lot or Building for the purpose of correcting such condition, and the responsible Owner shall promptly reimburse the other Owners for the cost thereof. Such cost shall be the obligation of the Owner of the offending Lot or Building which owns or maintains the Improvement, applicable, shall be Personally liable for all costs and expenses incurred by the other Owners in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor.
- 3.4. **Water and Sewer Systems.** No individual water supply system, water softener system or sewage disposal system is permitted on any Lot and Building unless such system is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of the applicable water or sewer district and any applicable governmental health authority having jurisdiction.

- 3.6. **No Hazardous Activities.** No activities may be conducted, nor may any Improvements be constructed, anywhere in the Properties which are or might be unsafe or hazardous to any Person, Lot or Building in the Properties.
- 3.7. **Unsightly Articles.** No unsightly articles, including trash dumpsters, are permitted to remain on any portion of the Properties so as to be visible from any public or private street or from any other Lot, Building, or Common Area. Without limiting the generality of the foregoing, at all time refuse, garbage and trash must be kept in covered, sanitary containers designed for such purpose and located within enclosed designated areas screened from the view of any other Lot or Building. Trash containers may be exposed to the view of neighboring Lots, Buildings, or Common Area only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours). No exterior fires whatsoever are permitted within the Properties.
- 3.8. **Temporary Prefabricated Structures/Dumpsters.** Unless approved in writing by the Declarant or a majority of the other Owners, and then only in connection with Construction Activities approved by the Declarant or a majority of the other Owners, no tent, shack, trailer or any temporary Building, Improvement or structure, or prefabricated Building or structure may be placed on any portion of the Properties. No trash dumpsters are allowed in any driveway or other exposed areas, or any street (public or private) within the Properties for more than four (4) consecutive calendar days unless first approved in writing by the Declarant or a majority of the other Owners in connection with approved Construction Activities, and then subject to such conditions and requirements as may be specified by the Declarant or majority of the other Owners.
- 3.9. **No Mining or Drilling.** No oil drilling, oil, gas or mineral development operations, oil refining, geothermal exploration or development, quarrying or mining operations of any kind may be conducted upon the Properties, nor are oil, water or other wells, tanks, tunnels, mineral or geothermal excavations or shafts permitted upon within five hundred feet (500') of the surface of any portion of the Properties.
- 3.10. **Improvements and Alterations.** No excavation, construction, painting, alteration or erection of any projection which in any way alters the exterior appearance of any Lot, Building or Common Area from any public or private street, or from any other Lot, Building or Common Area. All Improvements and alterations are subject to the setback, side yard and other requirements of the County or other Local Governmental Agency, notwithstanding any approval by the Declarant or a majority of the Owners. No walls, fences, sheds, light posts, pilasters, glass block, or boulders are allowed on the Lots.
- 3.11. **Right to Contribution Runs With Land.** The right of any Owner to contribution from any other Owner is appurtenant to the land and passes to such Owner's successors in title.
- 3.12. **Reciprocity.** Each Lot and Building conveys to each other Lot and Building a reciprocal amount for ingress and egress to the respective Lots and Building. However, the reciprocal extent shall only extend to the driveways and shall not include the right to park on adjacent Owners' property and subject to the further limitations set forth herein and as may be adopted by Declarant and unanimous consent of all Owners.
- 3.13. **Insurance.** Each Owner shall maintain General Liability and Premises Liability Insurance in a minimum amount of \$2 million naming the other Owners as an additional named insured.

- 3.14. **Deeds.** Nothing herein shall conflict with any covenants and/or restrictions set forth in the deed to each Lot and Building, but shall be in addition thereto.

## ARTICLE VII GENERAL PROVISIONS

### **4. General Provisions**

- 4.1. **Enforcement.** Declarant, for so long as it shall own any portion of the Property, or an Owner, or the County of Riverside shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, or charges now and hereafter imposed by the provisions of this Declaration, and in all such actions shall be entitled to recover (i) sums due; (ii) damages; (iii) costs and expenses and (iv) reasonable attorneys' fees as are ordered by the Court. Subject to an Owner's right to construct improvements on its Lot, a majority of Owners shall have a right, but not the duty, on entry over and through any portion of the Property for the purpose of maintaining the landscaping on any Lot upon (a) the failure of such Lot's Owner to properly maintain such landscaping in accordance with this Declaration and (b) written notice specifying the alleged violation to such Lot Owner. Should a majority of Owners elect to take such action they shall be entitled to recover from the offending Lot Owner their costs and expenses incurred in maintaining such Owner's Lot and other adjacent areas to be maintained by such Owner. Failure by Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 4.2. **Invalidity of Any Provision** Should any provision or portion hereof be declared invalid or in conflict with any law or the jurisdiction where this Property is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.
- 4.3. **Term.** The covenants, conditions and restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of and shall be enforceable by Declarant or any Owner of any portion of the Property, their respective legal representative, heirs, successors and assigns for the term of thirty (30) years from the date this Declaration is Recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners of the Property and by the County of Riverside has been Recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restriction in whole or in part, or to terminate the same.
- 4.4. **Amendments.** This Declaration may be amended only by the affirmative vote or written consent of 60% or more of the voting power of the Owners, and the written consent of the County of Riverside. Any amendments must be Recorded and shall become effective upon being Recorded in the Recorder's office in the County where the Property is located.
- 4.5. **Rights of Lenders.** No breach of the covenants, conditions or restrictions shall affect, impair, defeat or render invalid the lien or charge of any Mortgage on any Lot made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot.

- 4.6. **Owners' Compliance.** Each Owner, tenant or occupant of a Lot shall be liable for performance of, and are bound by and shall comply with the provisions of, this Declaration. Failure to comply with any such provisions shall be grounds for an action (i) to recover sums due, (ii) for damages, (iii) for injunctive relief, and/or (iv) to enforce such provisions and for attorney's fees and costs of any such action.
- 4.7. **Use of CCRs.** These CCRs of WILDROSE III BUSINESS PARK are to be used in conjunction with the CCRs provided by WILDROSE BUSINESS PARK, recorded as document # 2000-470434.



IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the day and date first hereinabove written.

Date: 8-6-13

BRENWEST LEASING, LLC

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**[ NOTARIES TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WILDROSE III  
BUSINESS PARK]**

STATE OF CALIFORNIA )

) ss.

COUNTY OF RIVERSIDE )

On \_\_\_\_\_, 2013 before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is) (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) authorized capacity(ies) and that by (his) (her) (their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

08/06/2013

PLEASE SEE

ATTACHED A/K.

SANTOSH. ARHOK KARANIK

Notary Public in and for said State

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 08/06/2013 before me, SANTOSH. ASHOK. KALANKE (NOTARY PUBLIC)  
(Here insert name and title of the officer)

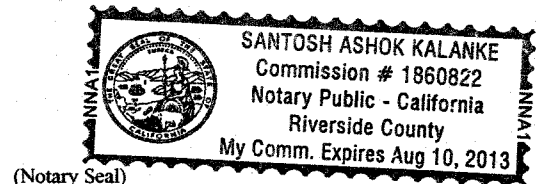
personally appeared KENNETH S. MURPHY

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.

Santosh Kalanke  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

PREAMBLE / DECLARATION  
(Title or description of attached document)

OF COVENANTS  
(Title or description of attached document continued)

Number of Pages ✓ Document Date 08/06/13

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**SUBORDINATION**

The undersigned, as Beneficiary of the beneficial interest in and under that certain Deed of Trust dated \_\_\_\_\_, 2013, and recorded on \_\_\_\_\_, 2013, in the Official Records of Riverside County, California, as Instrument No.

\_\_\_\_\_ which Deed of Trust is between BRENWEST LEASING, LLC, Trustor, \_\_\_\_\_, as Trustee, and \_\_\_\_\_, as Beneficiary, hereby expressly subordinates such Deed of Trust and its beneficial interests thereunder to the foregoing Declaration of Covenants, Conditions and Restriction and Reservation of Easements for Wildrose III Business Park ("**Declaration**") as they apply to the Subject Property. By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the Subject Property by foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure or any other remedy in or relating to the Deed of Trust, the undersigned will acquire title subject to the provisions of the Declaration, which shall remain in full force and effect.

Dated: 8-6-13

✓ PLEASE SEE ATTACHED

NOTARY A/K

SANTOSH. ASHOLE KHANDKE

(NOTARY PUBLIC)

By: Ken Murphy

Its: Managing member

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 08/06/2013 before me, SANTOSH ASHOK KALANKE (NOTARY PUBLIC)  
(Here insert name and title of the officer)

personally appeared KENNETH S MURPHY

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.

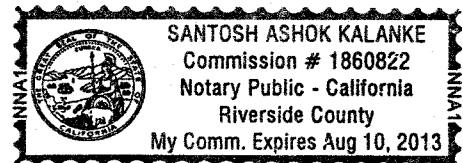
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

*Santosh Kalanke*

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

SUBORDINATION  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 08/06/13

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

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  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document