

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

803B



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 24, 2013

SUBJECT: Approval of Final Tract 31908-2, a Schedule "A" Subdivision in the Glen Ivy Hot Springs Area. 1st/1st District. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities as approved by County Counsel; and
2. Approve the final map; and
3. Authorize the Chairman of the Board of Supervisors to sign the Improvement Agreements and final map for Tract Map 31908-2.

BACKGROUND:

Summary

Tentative Tract 31908 was approved by the Board of Supervisors on May 16, 2006, as Agenda Item 16.2. This 26.83 acre subdivision is creating 59 new residential lots in the Glen Ivy Hot Springs area. This final map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances obtained to allow for the recordation of the final map.

Patricia Romo
Assistant Director of Transportation

Juan C. Perez

Director of Transportation and Land Management

HS: If

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 Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: January 7, 2014
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

Prev. Agn. Ref. 05/16/06, Item 16.2

District: 1/1

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

2-10

REVIEWED BY EXECUTIVE OFFICE
DATE Alex Jan
Alex Jan Departmental Concurrence

Dep't Recomm.: ☒ Consent ☐ Policy
Per Exec. Ofc.: ☐ Consent ☐ Policy

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of Final Tract 31908-2, a Schedule "A" Subdivision in the Glen Ivy Hot Springs Area. 1st/1st
District. [\$0]
DATE: December 24, 2013
PAGE: 2 of 2

BACKGROUND:

Summary (continued)

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

\$1,179,000 for the completion of street improvements
\$ 117,500 for the completion of the water system
\$ 137,500 for the completion of the sewer system
\$ 120,250 for the completion of the monumentation

SURVEYOR'S NOTES

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 12, T.5S., R.8W., COUNTY OF RIVERSIDE, CALIFORNIA. THE BEARING OF THE SOUTH LINE OF SECTION 12, T.5S., R.8W., COUNTY OF RIVERSIDE, CALIFORNIA, IS 175° 15' 00" E, 175.25°.

INDICATES ROUND 1" I.P. WITH PLASTIC PLUS STAMPED L.S. 5529, FLUSH. INDICATES ROUND 1" I.P. WITH METAL DISC STAMPED L.S. 5529, FLUSH PER TRACT 31908-1.

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SET 1" I.P. TAGGED L.S. 5529, FLUSH, AT ALL LOT CORNERS, ANGLE POINTS IN SIDE OR REAR LOT. LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARY.

SET LEAD AND TAG L.S. 5529" IN TOP OF CURB (RIVERSIDE CO. STD. 7) FOR BOX EDS, POOL, PERK, AND CORNER CURBMARKS PROJECTED PERPENDICULAR TO RADIAL FROM CENTERLINE.

SET STEEL PIN AND TAG 5529 ON TOP OF CURB AT ALL SIDE LOT LINES PROJECTED PER RIVERSIDE CO. STD. 7.

ALL MONUMENTS SHOWN AS SET BY SET PER RIVERSIDE COUNTY ORDINANCE 48121, AND IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP.

() INDICATES RECORD & MEASURED DATA PER PARCEL MAP 34609 P.M. 224/45-49, UNLESS OTHERWISE NOTED.

[] INDICATES RECORD & MEASURED DATA PER TRACT 31908-1 M.B. 4377-12.

< > INDICATES RECORD & MEASURED DATA PER DOC. NO. 2011-211367, RECORDED 5/13/2011, O.R. R.V. CO.

--- INDICATES ACCESS RIGHTS RESTRICTED.

THE DRAINAGE EASEMENTS SHALL BE KEPT FREE OF ALL BUILDINGS AND OBSTRUCTIONS.

THIS TRACT CONTAINS 26.63 ACRES, GROSS.

C.C.B.'S FOR THIS MAP RECORDED IN THE OFFICIAL RECORDS OF RIVERSIDE COUNTY.

AS INST. NO. _____

SCALE: 1" = 200'

0 100 200 300 400 500 600

Fig. 1" I.P. with plastic plus stamped R.C.E. 17500, Flush per M.B. 40705-62

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IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA

TRACT 31908-2

BEING A SUBDIVISION OF PARCEL 4 OF PARCEL MAP 34609, AS SHOWN BY MAP ON FILE IN BOOK 224 OF PARCEL MAPS AT PAGES 45-49, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 12, T. 5 S., R. 8 W., S.B.M. AND SECTION 7, T. 5 S., R. 8 W., S.B.M.

EASEMENT NOTES ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS SEPTEMBER, 2013

AN EASEMENT FOR THE EFFECT OF MINING OPERATIONS AND INCIDENTAL PURPOSES, IN FAVOR OF C.L. PHAM'S SAND AND GRAVEL, INC., A CALIFORNIA CORPORATION, THE DELAWARE CORPORATION, RECORDED JUNE 10, 1982 AS INST. NO. 24352, O.R. R.V. CO. (SAND EASEMENT BEING BLANKET IN NATURE).

AN EASEMENT FOR MINING AND INCIDENTAL PURPOSES IN FAVOR OF COMMERCIAL STREET INVESTMENT COMPANY, ET AL., RECORDED NOVEMBER 12, 1993 AS INST. NO. 491589, O.R. R.V. CO. (SAND EASEMENT BEING BLANKET IN NATURE).

AN EASEMENT FOR PUBLIC ROAD, DRAINAGE, PUBLIC UTILITIES AND PUBLIC SERVICES AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED DECEMBER 20, 2005 AS INST. NO. 2005-1046519, O.R. R.V. CO. PORTIONS ABANDONED HEREIN.

AN EASEMENT FOR PUBLIC ROAD, DRAINAGE, PUBLIC UTILITIES AND PUBLIC SERVICES AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED JUNE 15, 2004 AS INST. NO. 2004-0496953, O.R. R.V. CO. PORTIONS ABANDONED HEREIN.

AN EASEMENT FOR PUBLIC ROAD, DRAINAGE, PUBLIC UTILITIES AND PUBLIC SERVICES AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED JANUARY 24, 2008 AS INST. NO. 2008-001328, O.R. R.V. CO. PORTIONS ABANDONED HEREIN.

AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED JANUARY 24, 2008 AS INST. NO. 2008-001328, O.R. R.V. CO. PORTIONS ABANDONED HEREIN.

AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, RECORDED MAY 10, 2013 AS INST. NO. 2013-023139, O.R. R.V. CO.

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EASEMENT NOTES

SEE SHEET 4

COUNTY OF RIVERSIDE

PROJECT SITE

VICINITY MAP

N.T.S.

NO SCALE

DETAIL 'A'

NO SCALE

NO SCALE

NO SCALE

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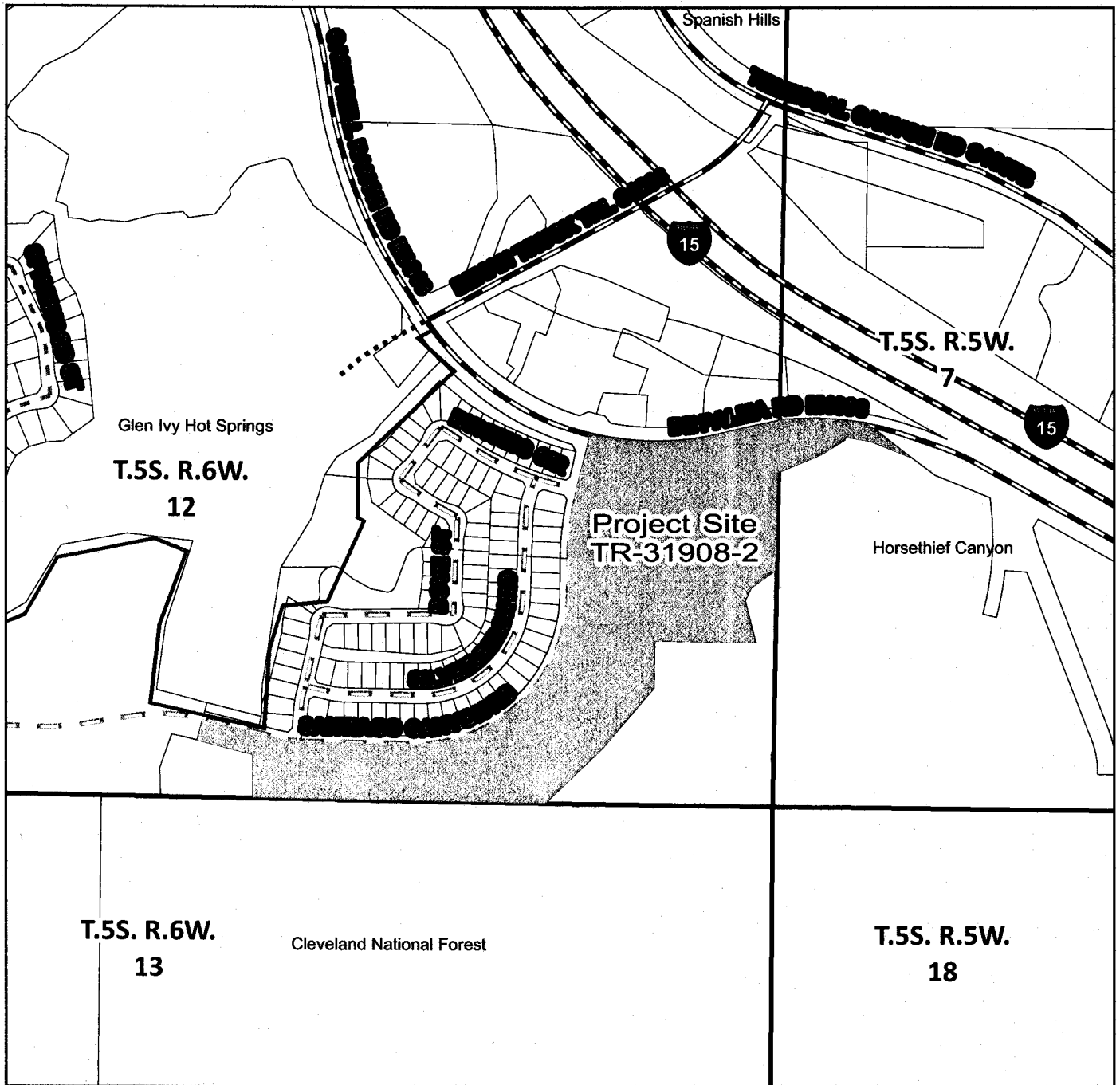
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VICINITY MAP

TR-31908-2

SEC. 12 TWP. 5S RNG. 6W
&
SEC. 7 TWP. 5S RNG. 5W

Supervisory District: Kevin Jeffries, District 1



**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 VD Sycamore Creek, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 31908-2**, 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 **One million one hundred seventy-nine thousand and no/100 Dollars (\$1,179,000.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the 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

VD Sycamore Creek, LLC
2900 Adams Street, Suite C-25
Riverside, CA 92504

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

VD Sycamore Creek, LLC, a CA limited liability company

By: Van Daele Homes LLC, a CA limited Liability company

Its Managing Member

By 
Michael B. Van Daele

Title Chairman

COUNTY OF RIVERSIDE

By 
JEFF STONE CHAIRMAN, BOARD OF SUPERVISORS

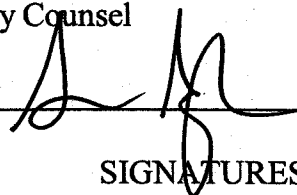
ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

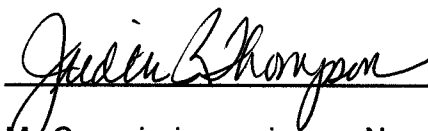
SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPPLICATE

STATE OF CALIFORNIA)
)
)
COUNTY OF RIVERSIDE)

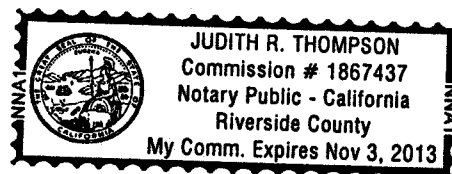
On August 5, 2013, before me, Judith R. Thompson, Notary Public in and for said State and County, personally appeared MICHAEL B. VAN DAELE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), 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 official Seal.



My Commission expires on November 3, 2013



**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 VO Sycamore Creek, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 31908-2**, 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 **Lee Lake 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 **One hundred seventeen thousand five hundred and no/100 Dollars (\$117,500.00)**.

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.

JAN 07 2014

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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.

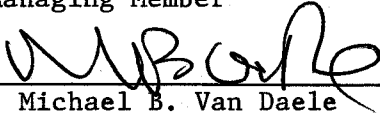
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

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

Contractor
VD Sycamore Creek, LLC
2900 Adams Street, Suite C-25
Riverside, CA 92504

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

VD Sycamore Creek, LLC, a CA limited liability company
By: Van Daele Homes, LLC, a CA limited liability company
Its Managing Member
By 
Michael B. Van Daele
Chairman
Title _____

COUNTY OF RIVERSIDE

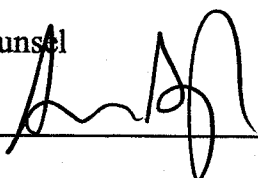
By 
JEFF STONE CHAIRMAN, BOARD OF SUPERVISORS

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

STATE OF CALIFORNIA)
)
)
COUNTY OF RIVERSIDE)

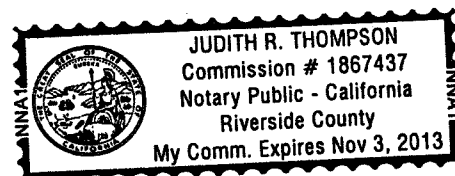
On August 5, 2013, before me, Judith R. Thompson, Notary Public in and for said State and County, personally appeared MICHAEL B. VAN DAELE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), 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 official Seal.



My Commission expires on November 3, 2013



**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 VO Sycamore Creek, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 31908-2**, 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 **Lee Lake 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 **One hundred thirty-seven thousand five hundred and no/100 Dollars (\$137,500.00)**.

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.

JAN 07 2014

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

Contractor
VD Sycamore Creek, LLC
2900 Adams Street, Suite C-25
Riverside, CA 92504

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

VD Sycamore Creek, LLC, a CA limited liability company


By: Van Daele Homes, LLC, a CA limited liability Company

Its Managing Member

By 
Michael B. Van Daele

Title Chairman

COUNTY OF RIVERSIDE

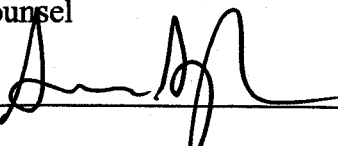
By 
JEFF STONE CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel
By 

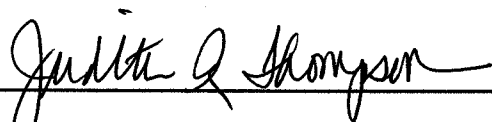
SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE

STATE OF CALIFORNIA)
)
)
COUNTY OF RIVERSIDE)

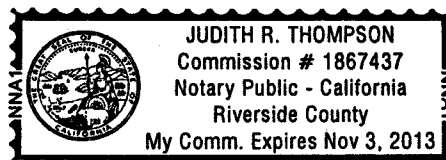
On August 5, 2013, before me, Judith R. Thompson, Notary Public in and for said State and County, personally appeared MICHAEL B. VAN DAELE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), 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 official Seal.



My Commission expires on November 3, 2013



**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 VO Sycamore Creek, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 31908-2**, 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 **One hundred twenty thousand two hundred fifty and no/100 Dollars (\$120,250.00)**.

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.

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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:

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Contractor
VD Sycamore Creek, LLC
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Riverside, CA 92504

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

VD Sycamore Creek, LLC, a CA limited liability company

By: Van Daele Homes, LLC, a CA limited liability company

By Its Managing Member
Michael B. VanDaele
Title Chairman

COUNTY OF RIVERSIDE

By Jeff Stone
JEFF STONE CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By Raquel Rose
Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]

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

STATE OF CALIFORNIA)
)
)
COUNTY OF RIVERSIDE)

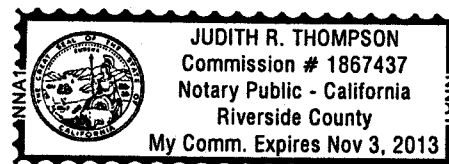
On August 5, 2013, before me, Judith R. Thompson, Notary Public in and for said State and County, personally appeared MICHAEL B. VAN DAELE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), 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 official Seal.



My Commission expires on November 3, 2013





MEMORANDUM

RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE

DATE: October 22, 2013

TO: Bahelila Boothe
Urban Regional Planner III

FROM: Tiffany North *MD/MTN*
Supervising Deputy County Counsel

RE: Tract No. 31908-2
Developer Van Daele Homes

We have reviewed the Sample Grant Deed and Declaration of Covenants, Conditions and Restrictions and Grant of Easements (CC&R's) for Tract No. 31908-2 submitted by Linda Valia. As forwarded herewith, the documents are **APPROVED** as to form.

Accordingly, the requirement for a Declaration of CC&R's for Tract No. 31908-2 is **SATISFIED**.

Enclosures

cc: Linda Valia, (951) 354-2996

APPROVED

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

JACKSON, DeMARCO, TIDUS
& PECKENPAUGH (SAN)
2030 Main Street, Suite 1200
Irvine, CA 92614

(Space Above for Recorder's Use)

**SUPPLEMENTAL MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND
NOTICE OF ADDITION OF TERRITORY
FOR
SYCAMORE CREEK
THE ARBORS (PHASE 1)**

**SUPPLEMENTAL MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND
NOTICE OF ADDITION OF TERRITORY
FOR
SYCAMORE CREEK**

THE ARBORS (PHASE 1)

THIS SUPPLEMENTAL MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE OF ADDITION OF TERRITORY FOR SYCAMORE CREEK, THE ARBORS (PHASE 1) ("***Supplemental Master Declaration***") is made by STARFIELD SYCAMORE INVESTORS, L.L.C., a Delaware limited liability company ("***Declarant***"), and VD SYCAMORE CREEK, LLC, a California limited liability company ("***Guest Builder***").

P R E A M B L E:

A. Declarant Recorded a Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sycamore Creek on December 5, 2003, as Instrument No. 2003-956058, in the Official Records of Riverside County, California ("***Official Records***"), and a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sycamore Creek on August 5, 2004, as Instrument No. 2004-0612136, both of Official Records (collectively, the "***Master Declaration***"). The Master Declaration is binding upon all Owners of Lots in the master planned development known as Sycamore Creek ("***Properties***").

B. Guest Builder is the owner of certain real property ("***Added Territory***") in the unincorporated area of Riverside County, State of California, described as follows:

Lots 55 to 59, inclusive, of Tract No. 31908-2, as shown on the Subdivision Map ("***Map***") filed on _____, 2013, in Book _____, at Pages _____ to _____, inclusive, of Maps in the Office of the Riverside County Recorder, California.

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

D. Pursuant to Article XVI of the Master Declaration, Declarant now desires to add the Added Territory to the property already subject to the Master Declaration as a Phase of Development of the Properties.

THEREFORE, DECLARANT AND GUEST BUILDER HEREBY DECLARE
AS FOLLOWS:

1. **Annexation of Added Territory.** Guest Builder, as the owner of the Added Territory, and Declarant hereby declare that the Added Territory is annexed to and made a part of the real property already subject to the Master Declaration as a Phase of development of the Properties. This Supplemental Master Declaration constitutes a "Notice of Addition," as described in Section 16.4 of the Master Declaration.

2. **Membership in Master Association.** Each Owner of one or more residential Lots in the Added Territory shall automatically become a member of the Sycamore Creek Community Association ("***Master Association***"), a California nonprofit corporation, as provided in Section 16.3 of the Master Declaration.

3. **Assessment Obligations.** The rights and obligations of all Owners of residential Lots located in the Added Territory with respect to payment of assessments are set forth in Article VII of the Master Declaration. The Annual Assessments to be paid to the Master Association shall commence as to all residential Lots in the Added Territory on the first day of the first calendar month following the first Close of Escrow for the sale of a residential Lot in the Added Territory, as provided in Section 7.6 of the Master Declaration.

4. **Voting Rights.** As provided in Section 16.3 of the Master Declaration, the entitlement to vote shall commence as to all residential Lots within the Added Territory on the first day of the first calendar month following the first Close of Escrow for the sale of a residential Lot in the Added Territory.

5. **Land Classifications.**

(a) **Residential Lots.** Lots 55 to 59, inclusive, of said Tract No. 31908-2 are hereby designated to be residential Lots, as defined in the Master Declaration.

(b) **Master Common Area.** There is no Master Common Area in the Added Territory.

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

7. **Marketing Name.** The Added Territory shall be marketed under the name "***Sycamore Creek***" and "***The Arbors at Sycamore Creek***"; unless and until changed by Declarant or Guest Builder, respectively, in their sole and absolute discretion. Guest Builder shall notify the DRE of any change in the name of the Properties under which it is marketed by Guest Builder.

8. **Conformity with Development Plan.** This Supplemental Master Declaration is in conformity with the development plan currently on file with the DRE.

9. **Additional Natural Hazard Disclosures.** In addition to the disclosures set forth in Section 3.9 of the Master Declaration, Guest Builder has been advised of the following as of the date of recordation of this Supplemental Master Declaration:

(a) **Seismic Hazard Zone.** Many portions of California are subject to risks associated with seismic activity. Areas that meet the definition of "Seismic Hazard Zone" in the Seismic Hazards Mapping Act (California Public Resources Code Section 2690, et seq.) are shown on maps that are prepared and released by the California Department of Conservation, Division of Mines and Geology. Such zones may pose an increased risk of damage to property from earthquakes and liquefaction. As of the date this Supplemental Master Declaration is Recorded, the State of California has not yet produced any seismic hazard zone maps for the Added Territory. When such maps are released, they will be available for inspection at the offices of the County. Guest Builder makes no representations or warranties as to whether the Added Territory is in a Seismic Hazard Zone, or whether seismic activity poses any elevated degree of risk to the Added Territory. Owners are advised to consult with the City, County, other public agencies, and appropriate experts to evaluate the potential risk. For more information concerning seismic activity and risks, read "The Homeowner's Guide to Earthquake Safety."

(b) **County-Designated Zone Determinations.** California law allows cities and counties to establish policies and criteria stricter than those set by the State respecting, but not limited to, the permitting and development of properties found to be in or affected by the certain natural hazards. This information may be used by the local jurisdiction relative to making decisions regarding new development or additional construction. The agencies and jurisdictions which develop the official maps do not necessarily define or delineate hazards in the same way. A site can be in a hazard zone from one source and not in a hazard zone from another source. Properties that are in a mapped geologic hazard zone may require a geologic study prior to any new or additional construction. As of the date this Supplemental Master Declaration is Recorded, the Added Territory lies within a County-determined area of low or very low liquefaction susceptibility.

(c) **Right To Farm Disclosure.** As of the date this Supplemental Master Declaration is Recorded, the Added Territory is located within one (1) mile of lands that are or were used for agricultural operations, including farming operations. By reason of such agricultural use, residents may be exposed to chemicals in the soils. Owners may consult the soils report for the Added Territory for additional information regarding chemicals that may have been used historically in the Added Territory. The following notice is provided as required by California law:

NOTICE OF RIGHT TO FARM

The property is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of

living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

(d) Commercial/Industrial Zone Disclosure. As of the date this Supplemental Master Declaration is Recorded, the Added Territory is located within one (1) mile of a property that is zoned by the City to allow commercial or industrial use. California Code of Civil Procedure Section 731a provides that, except in an action to abate a public nuisance brought in the name of the people of the State of California, no Person shall be enjoined or restrained by the injunctive process from the reasonable and necessary operation in any industrial or commercial zone or airport of any use expressly permitted therein, nor shall such use be deemed a nuisance without evidence of the employment of unnecessary and injurious methods of operation, provided any city, city and county, or county shall have established zones or districts under authority of law wherein certain manufacturing or commercial or airport uses are expressly permitted.

(e) Notice of Mining Operations Disclosure. As of the date this Supplemental Master Declaration is Recorded, the Added Territory is located within one (1) mile of reported mining operations. The following notice is provided as required by California law:

NOTICE OF MINING OPERATIONS

The property is located within one mile of a mine operation for which the mine owner or operator has reported mine location date to the Department of Conservation pursuant to Section 2207 of the Public Resources Code. Accordingly, the property may be subject to inconveniences resulting from mining operations. You may wish to consider the impacts of these practices before you complete your transaction.

(f) Energy Efficiency Standards and Duct Sealing Requirements. Neighborhood Builder has been informed that based on climate zone maps issued by the California Energy Commission, the Added Territory is located in a designated climate zone in which properties are subject to duct sealing and testing requirements set forth by the California Energy Commission. According to the California Energy Commission, certain duct sealing

requirements apply when any of the following Improvements are replaced on a home: the air handler, the outdoor condensing unit of a split system air conditioner or heat pump, the cooling or heating coil or the furnace heat changer. Please refer to the Natural Hazard Disclosure Report for more information regarding energy efficiency standards and duct sealing requirements applicable to the Residences in the Added Territory.

10. Notice of Guest Builder's Election of Alternative Contractual Pre-Litigation Procedures and Election to Opt Out of Civil Code Sections 910-938.

(a) Pursuant to California Civil Code Section 912(f), Guest Builder hereby notifies all Owners in the Added Territory of the existence of the statutory non-adversarial pre-litigation procedures set forth in California Civil Code Section 910 through 938 (the "***Statutory Pre-Litigation Procedures***") and a notice that these Statutory Pre-Litigation Procedures impact the legal rights of each Owner. GUEST BUILDER HEREBY INFORMS ALL OWNERS THAT GUEST BUILDER HAS ELECTED TO USE ALTERNATIVE CONTRACTUAL NON-ADVERSARIAL PRE-LITIGATION PROCEDURES ("***Contractual Pre-Litigation Procedures***") IN LIEU OF THE STATUTORY PRE-LITIGATION PROCEDURES AND THE OWNERS ARE BOUND BY THE CONTRACTUAL PRE-LITIGATION PROCEDURES. THE CONTRACTUAL PRE-LITIGATION PROCEDURES ARE SET FORTH IN SECTION 10(b) BELOW.

(b) Contractual Pre-Litigation Procedures.

(i) **Notification to Guest Builder.** An Owner shall provide Guest Builder with written notice of any matters relating to a claim for defect or faulty workmanship ("***Dispute***") as soon as is reasonably possible after Owner becomes aware of such matters ("***Notice***"). Notice to Guest Builder under this subsection does not constitute notice of a claim, or any other notice, under the Right to Repair Law. For purposes of this Section, "Right to Repair Law" means Division 2, Part 2, Title 7 (commencing with Section 895) of the California Civil Code.

(ii) **Cooperation; Access; Repair.** Each Owner agrees to provide Guest Builder and its representatives, contractors, and others as Guest Builder may request, with prompt, reasonable cooperation, which may, for example, include access to all portions of the Owner's Lot, in order to facilitate Guest Builder's investigation regarding a Dispute, including, without limitation, for purposes of inspecting, testing, repairing, replacing, correcting or otherwise addressing matters related to the Dispute. If the Dispute arises out of or related to the planning, surveying, design, engineering, grading, specifications, construction, or other development of the Owner's Lot, Guest Builder is hereby granted the irrevocable right to inspect, repair and/or replace any and all affected parts of the Lot at its sole discretion, but is under no obligation to do so.

Guest Builder will inspect the Lot within ten (10) business days of receipt of Owner's written notification, and within ten (10) days of the inspection, Guest Builder will advise the Owner in writing whether any repairs or replacements are warranted. Written notification can be transmitted by U.S. mail, facsimile or e-mail, and shall be delivered as

follows: if by U.S. mail, to VD Sycamore Creek, LLC, c/o Van Daele Development Corporation, Attn: Buyer Services, 2900 Adams St., Suite C-25, Riverside, CA 92504; if by facsimile, to 951-354-2202; or by e-mail, to: buyerservices@vandaele.com.

If the Contractual Pre-Litigation Procedures are unsuccessful, the Parties shall comply with the binding arbitration procedure set forth in Section 12, below.

(c) Nothing set forth in this Section 10 shall be construed to impose any obligation on Guest Builder to inspect, repair or replace any item or Alleged Defect (as defined in the Warranty) for which Guest Builder is not otherwise obligated under applicable law or any limited warranty provided by Guest Builder in connection with the sale of the Lot and/or the improvements constructed thereon (the "*Warranty*"). The right of Guest Builder to enter, inspect, repair, and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and recorded by Guest Builder in the Official Records.

(d) Ratification of Recorded Notice. Guest Builder recorded that certain Notice of Builder's Election of Alternative Pre-Litigation Procedures for Construction Claims Pursuant to California Civil Code Section 895 et seq. ("*ADR Notice*") concurrently with the recordation of this Supplemental Master Declaration in the Official Records against the Added Territory to provide homeowners with notice regarding the applicable Contractual Pre-Litigation Procedures set forth in this Section 10. In the event of any conflict between the provisions of this Supplemental Master Declaration and the ADR Notice, the provisions of the ADR Notice shall control. Specifically, as provided in Article XVIII of the Master Declaration, Guest Builder has chosen not to adopt the dispute resolution provisions contained in said Article XVIII of the Master Declaration as they would apply to the Residential Lots described in Section 5(a) hereof and imposes instead the dispute resolution procedures and requirements set forth in the ADR Notice.

11. **Resolution of Disputes Involving the Declarant under the Master Declaration, the Master Association, the Master Common Area and the Maintenance Areas under the Master Declaration.** As set forth in the Master Declaration, all disputes that involve the Declarant, the Master Association, Master Common Area, Maintenance Areas, and/or a contractor affiliated with the Master Association shall be resolved in accordance with the dispute resolution provisions set forth in Article XVIII of the Master Declaration. Notwithstanding the foregoing, any dispute between an Owner or Owners and Guest Builder or any director, officer, partner, member, employee, agent, representative, affiliate, contractor, subcontractor, design professional, engineer, or supplier of Guest Builder ("*Guest Builder Party*"), shall be resolved in accordance with this Supplemental Master Declaration.

12. **ARBITRATION OF DISPUTES.** IF THE PARTIES HAVE NOT REACHED AN ENFORCEABLE AGREEMENT OF THEIR DISPUTE THROUGH THE CONTRACTUAL PRE-LITIGATION PROCEDURES SET FORTH IN SECTION 10(B) ABOVE, THE DISPUTE SHALL BE SUBMITTED TO ARBITRATION PURSUANT TO THIS SECTION 12 WITHOUT THE NEED TO AGAIN COMPLY WITH THE PROCEDURES SET FORTH IN SECTION 10(B) ABOVE. ANY AND ALL SUCH

UNRESOLVED DISPUTES SHALL BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH THE FOLLOWING RULES AND PROCEDURES:

(a) Following commencement of the Warranty provided by Guest Builder to an Owner upon the close of escrow for the purchase of Owner's Lot from Guest Builder, any Dispute between such Owner and Guest Builder, or parties acting on Owner's or Guest Builder's behalf, and any successor, or assign of either Owner or Guest Builder which relates to or arises from the Warranty, or the design, condition, or construction of the Owner's home or any other Alleged Defect, or the sale of the Owner's home, will be resolved solely by binding arbitration and not through litigation in court before a judge or jury. This agreement to arbitrate is intended to inure to the benefit of, and be enforceable by any Guest Builder Party or related entities alleged to be responsible for any construction defect. Disputes subject to binding arbitration include, but are not limited to:

(i) Any disagreement that a condition in the home is a construction defect;

(ii) Any disagreement as to the method or scope of repair required to correct a construction defect or whether a construction defect has been corrected in compliance with the Warranty;

(iii) Any alleged breach of the Warranty;

(iv) Any alleged violation of consumer protection, unfair trade practice, or any other statute;

(v) Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and any other claims arising in equity or from common law;

(vi) Any dispute concerning the interpretation of this arbitration provision or the arbitrability of any issue;

(vii) Any dispute concerning the timeliness of Guest Builder's performance and/or the Owner's notifications under the Warranty;

(viii) Any dispute as to the payment or reimbursement of the arbitration filing fee;

(ix) Any dispute as to whether the Warranty, or any provision thereof, including, but not limited to, this arbitration clause and any waiver hereunder, is enforceable;

(x) Any other claim arising out of or relating to the sale, design or construction of the home, including but not limited to any claim arising out of, relating to or based on any implied warranty or claim for negligence or strict liability not effectively waived by the Warranty.

NOTICE: EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT AGREES THAT ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION 12 TITLED "ARBITRATION OF DISPUTES" THAT REMAINS UNRESOLVED AFTER COMPLETION OF THE PROCEDURES SET FORTH IN THE WARRANTY AND THE ALTERNATIVE CONTRACTUAL PRE-LITIGATION PROCEDURES SHALL BE DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND CALIFORNIA LAW, TO THE EXTENT, CALIFORNIA LAW IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT, AND EACH OWNER IS GIVING UP ANY RIGHTS THE OWNER POSSESSES TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, ACKNOWLEDGES AND AGREES THAT OWNER IS GIVING UP OWNER'S JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE BINDING ARBITRATION PROVISIONS SET FORTH IN THIS SECTION 12. IF OWNER REFUSES TO SUBMIT TO ARBITRATION, OWNER MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE FEDERAL ARBITRATION ACT AND CALIFORNIA LAW, TO THE EXTENT CALIFORNIA LAW IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT. OWNER'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

(b) The arbitration shall be conducted by JAMS (www.jamsadr.com), located in the County in which the Lot is located, pursuant to its engineering and construction arbitration rules and procedures ("*JAMS Procedures*"). Any modification or change to JAMS' Procedures shall be used by both the Owner that is a party and Guest Builder (the "*Parties*") and such Parties shall use the JAMS Procedures in effect at the time the demand for arbitration is received by the applicable party. If the Owner objects to JAMS as arbitrator, then the Parties shall request the court of competent jurisdiction to appoint an arbitrator pursuant to Federal Arbitration Act (9 U.S.C. Section 1, et seq.). If Owner objects to JAMS as arbitrator, the Owner must so inform Guest Builder, in writing, within ten (10) days of the Owner's receipt of written notice informing Owner of the appointed arbitration service. The court's selection of an arbitrator shall be binding on the Parties.

(c) This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and interpreted under the Federal Arbitration Act now in effect and as it may be hereafter amended to the exclusion of any

inconsistent state law, regulation or judicial decision. The award of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

(d) Each party shall bear its own attorney's fees and costs (including expert's costs) for the arbitration. In the event of a dispute involving (i) Guest Builder and an Owner, the arbitration filing fee and other fees charged by the arbitration service shall be paid by Guest Builder, unless the parties have otherwise agreed in writing to a different allocation. If Guest Builder initiates the request for arbitration, Guest Builder shall pay the entire arbitration filing fee as well as all other fees charged by the arbitration service. Under no circumstances shall an Owner be required to reimburse Guest Builder any portion of the arbitration filing fee and other arbitration fees Guest Builder paid.

(e) Before commencing arbitration proceedings, Owner agrees to address any Disputes with Guest Builder through the Warranty. After the expiration of the one-year Warranty or if the Parties fail to resolve their Disputes through the Warranty, Owner agrees to implement the Contractual Pre-Litigation Procedures. The Warranty and Contractual Pre-Litigation Procedures must be exhausted before the arbitration procedure may be commenced. Once these procedures have been completed, the process for initiating arbitration is described below, which process shall apply to all Disputes subject to arbitration under this Section 12.

Step 1: Claimant Completes a Binding Arbitration Request Form and Mails it to Guest Builder Along with Claimant's Share of the Arbitration Filing Fee. A Binding Arbitration Request Form is attached to the Warranty and such form should be provided to all subsequent owners of a Lot. For claims under the Warranty, the Claimant's Binding Arbitration Request Form must be received by the other Bound Party ("*Respondent*") no later than ninety (90) days after the Warranty Period expires. While the Owner has ninety (90) days after the Warranty Period expires to file for arbitration, this time period does not extend the Warranty Period for construction defects. Additionally, no investigation, inspection, testing, repair, replacement, or payment, nor any promise of same by Respondent under the Warranty, nor any dispute resolution efforts shall extend the term of the Warranty or extend or toll any statutes of limitations or any of your rights or remedies.

Step 2: The Arbitration Service Will Arrange for the Arbitration. The arbitrator or arbitration organization will notify the Claimant and Respondent of the time, date and location of the arbitration hearing. The arbitration shall be set at a location to be determined by the arbitrator. In scheduling the hearing the arbitrator will set a time and date that is reasonably convenient to all the Parties.

Step 3: The Arbitration Hearing. The parties at the arbitration hearing will include the arbitrator, the Claimant and the Respondent. Any Party to the proceeding may be represented by legal counsel at the hearing.

All persons who are Parties to the arbitration, as well as representatives and witnesses are entitled to attend hearings.

After evidence is presented by the Parties and their representatives, a decision will be rendered by the arbitrator. The decision is final and binding on the Parties. The arbitrator may grant any remedy, including statutory remedies, and other relief that the arbitrator deems just and equitable and within the scope of this arbitration agreement.

The arbitrator will decide any dispute between the Parties, as described above. Where a construction defect is alleged, the arbitrator will determine whether the alleged construction defect exists and whether it is Guest Builder's responsibility. If the arbitrator finds Guest Builder responsible for a construction defect, Guest Builder shall be obligated to perform in accordance with the Warranty, as applicable.

In connection with a construction defect dispute, the arbitrator retains jurisdiction and authority to decide any dispute as to the required scope of repair and the cost to repair the construction defect. In deciding such disputes, the arbitrator considers the terms of the Warranty, any third-party evaluations, binding bids for repair work supplied by either of the Parties, any estimates of diminished fair market value, and such other information submitted by the Parties, and deemed relevant by the arbitrator. Except where otherwise directed by the arbitrator's award, the decision to repair, replace, or to make payment to the Claimant in lieu of repair or replacement is at Guest Builder's sole option. The arbitrator will also render a decision as to any other claims, disputed matters, or issues stated in the Binding Arbitration Request Form.

Step 4: Guest Builder's Arbitration Performance Obligations. If an arbitrator concludes that Guest Builder is responsible for a construction defect, Guest Builder will perform in accordance with the arbitrator's decision within sixty (60) days from the date of the award or such greater time as may be allowed by the arbitrator's decision. Delays caused by circumstances beyond Guest Builder's control shall be excused.

Step 5: Disputes as to Compliance with the Award. If there is any dispute as to the Respondent's compliance with an arbitrator's award, the Claimant shall so inform the arbitrator and the Respondent in writing. If the Respondent is unable to resolve the dispute, then either Party may request a compliance inspection arbitration to decide the question of compliance with the arbitrator award. If it is determined that the Respondent has not properly performed, the Respondent will be obligated to immediately comply. As with the original arbitration award, any such subsequent arbitration rulings shall be enforceable by any court of competent jurisdiction.

(f) In the event that the above arbitration procedure is ruled invalid, unenforceable, or otherwise not applicable, the Dispute shall be resolved by the judicial reference provisions in Section 13 below.

EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, AND GUEST BUILDER AGREE TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND CALIFORNIA LAW, TO THE EXTENT, CALIFORNIA LAW IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT, AND YOU ARE GIVING UP ANY RIGHTS YOU POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, AND GUEST BUILDER ARE GIVING UP ITS RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION. IF ANY PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, SUCH PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT AND CALIFORNIA LAW, TO THE EXTENT CALIFORNIA LAW IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT.

13. **Resolution of Disputes Through Judicial Reference.** If the Parties to a Dispute are unable to resolve the Dispute pursuant to the procedures described in Section 12 and in the event the arbitration provisions set forth in Section 12 are ruled invalid, unenforceable or not applicable, all Disputes shall be resolved in accordance with the judicial reference provisions set forth in this Section 13. Such Disputes shall be submitted to general judicial reference pursuant to California Code of Civil Procedure Sections 638 and 641 through 645, inclusive, or any successor statutes thereto. Additionally, the Parties shall use the judicial reference procedures adopted by the selected referee, provided that the following rules and procedures shall apply in all cases unless all Parties agree otherwise:

(a) If the Parties are unable to agree upon a referee within ten (10) days, then any Party may thereafter seek to have a referee appointed under the California Code of Civil Procedure Sections 638 and 640. If the referee is appointed by the Court, the referee shall be a neutral and impartial retired judge with substantial experience in relevant matters from JAMS. The proposed referee may be challenged for any of the grounds listed in Section 641 of the California Code of Civil Procedure.

(b) The judicial reference proceeding shall proceed without a jury, and the Parties acknowledge and agree that they are waiving any and all rights to a jury trial.

(c) The Parties shall be entitled to conduct all discovery as provided in the California Code of Civil Procedure, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge, with rights to regulate discovery and to issue and/or enforce subpoenas, protective orders or other limitations on discovery available under California law.

(d) The judicial reference proceeding shall be conducted in accordance with California law (including the rules of evidence), and in all regards the referee shall follow California law as applicable at the time of the reference proceedings. The referee may issue any remedy or relief which the courts of the State of California could issue if presented the same circumstances, and the referee shall follow and otherwise employ the standards for issuing such relief as defined by California law. The referee may require one or more pre-hearing conferences. A stenographic record of the proceedings shall be made. The referee's statement of decision shall contain findings of fact and conclusions of law to the extent applicable. The referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge. The statement of decision of the referee upon all of the issues considered by the referee shall be binding upon the Parties, and upon filing of the statement of decision with the clerk of any court of the State of California having jurisdiction thereof, or with the judge where there is no clerk, judgment may be entered thereon in the same manner as if the action had been tried by the court. The judgment and decision of the referee shall be appealable in the same manner and subject to the same rules as if rendered by the court.

(e) The exclusive venue for all judicial reference proceedings shall be the County in which the Added Territory is located, unless all Parties agree to a different location; and

(f) Except where attorneys' fees are awarded as an element of sanctions or pursuant to a written agreement, the Parties shall bear their own attorneys' fees in any proceedings conducted hereunder. In any Dispute involving Guest Builder on the one hand and an Owner on the other hand, Guest Builder shall initially advance all fees and costs necessary to initiate the judicial reference proceeding. In all cases, the costs and fees (including any initiation fees and costs) of such judicial reference proceeding shall ultimately be borne as determined by the referee in his discretion as the interests of justice dictate. The referee may award litigation costs to the prevailing party.

EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, AGREES TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION 13 TITLED "RESOLUTION OF DISPUTES THROUGH JUDICIAL REFERENCE" DECIDED BY JUDICIAL REFERENCE IN ACCORDANCE WITH CALIFORNIA LAW AND SUCH OWNER IS GIVING UP ANY RIGHTS THE OWNER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

14. **Amendment.** This Supplemental Master Declaration may be amended or terminated only by complying with the requirements of Sections 15.7 and 16.6 of the Master Declaration. Unless amended or terminated, this Supplemental Master Declaration shall continue in full force and effect for so long as the Master Declaration remains in effect.

15. **Miscellaneous.** The provisions of this Supplemental Master Declaration shall run with all of the Added Territory, the Properties and the Master Common Area, shall be binding upon all persons having or acquiring any interest in the Added Territory, the Properties and the Master Common Area, or any part thereof, shall inure to the benefit of and burden every portion of the Added Territory, the Properties and the Master Common Area and any interest therein, and shall inure to the benefit of, be binding upon, and may be enforced by Declarant, Guest Builder, and each successor in interest of Declarant and Guest Builder, the Master Association and its successive owners and assigns and any Owner. Except as otherwise provided herein, the terms in this Supplemental Master Declaration shall have the same meanings as are given such terms by the Master Declaration. Except as otherwise expressly provided herein, all of the provisions of the Master Declaration are hereby incorporated by reference as if fully set forth herein.

SIGNATURES ON NEXT PAGE

SIGNATURES TO SUPPLEMENTAL MASTER DECLARATION (PHASE 1)

This Supplemental Master Declaration has been executed on the date set forth below to be effective as of the date of its Recordation.

Date: August 16, 2013

STARFIELD SYCAMORE INVESTORS,
L.L.C., a Delaware limited liability company

By: SOF-VI SYCAMORE CREEK
HOLDINGS, L.L.C., a Delaware limited
liability company

By: Daniel Schwaegler

Name: Daniel Schwaegler
Title: Senior Vice President

"Declarant"

Date: AUGUST 20, 2013

VD SYCAMORE CREEK, LLC,
a California limited liability company

By: Van Daele Homes, LLC
Its Managing Member

By: Jeffrey M. Hack
Jeffrey M. Hack, President & CEO

"Guest Builder"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

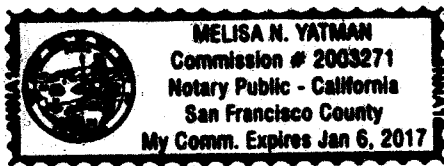
CIVIL CODE § 1189

State of California

County of SAN FRANCISCO }

On 8/16/13 before me, Melisa N Yatman, Notary
Date Here Insert Name and Title of the Officer

personally appeared Daniel Schwaegler
Name(s) of Signer(s)



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.

Place Notary Seal Above

Signature: Melisa N Yatman
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

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OF SIGNER

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RIGHT THUMBPRINT
OF SIGNER

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

)

)


COUNTY OF RIVERSIDE

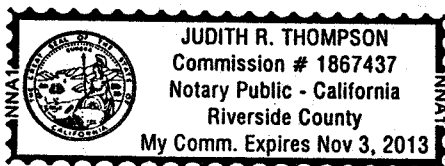
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ON AUGUST 20, 2013, BEFORE ME, JUDITH R. THOMPSON, NOTARY PUBLIC,
PERSONALLY APPEARED JEFFREY M. HACK, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY
EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND
ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS
SIGNATURE ON THE INSTRUMENT THE PERSON(S), 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.


JUDITH R. THOMPSON



SUBORDINATION

The undersigned, as Beneficiary of the beneficial interest in and under those certain Deeds of Trust dated July 1, 2013, and recorded on July 2, 2013, as Instrument Nos. 2013-0321923, 2013-0321924 and 2013-0321925, in the Official Records of Riverside County, California (collectively, the "**Deeds of Trust**"), which Deeds of Trust are by and between VD Sycamore Creek, LLC, a California limited liability company, as Trustor, and American Securities Company, a California corporation, as Trustee, and Wells Fargo Bank, a national association, as Beneficiary, expressly subordinates said Deeds of Trust and its beneficial interest thereunder to the foregoing Supplemental Master Declaration of Covenants, Conditions and Restrictions and Notice of Addition of Territory for Sycamore Creek, The Arbors (Phase 1), as amended or restated ("**Supplemental Master Declaration**"), the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sycamore Creek, as amended or restated ("**Master Declaration**") described in the Supplemental Master Declaration, and to all easements to be conveyed to the Master Association in accordance with the Master Declaration or the Supplemental Master Declaration. By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the Added Territory by foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure or any other remedy in or relating to the Deeds of Trust, the undersigned will acquire title subject to the provisions of the Master Declaration and the Supplemental Master Declaration, which shall remain in full force and effect

Dated: August 21, 2013

WELLS FARGO BANK, a national
association

By: 

Print Name: Ilya Voznyan

Title: Assistant Vice President

NOTARIAL ACKNOWLEDGMENT ON FOLLOWING PAGE

NOTARIAL ACKNOWLEDGMENT TO SUBORDINATION

STATE OF CALIFORNIA

COUNTY OF Orange

On August 21, 2013, before me, Sarice D. Grushkin, Notary Public
(here insert name and title of the officer)

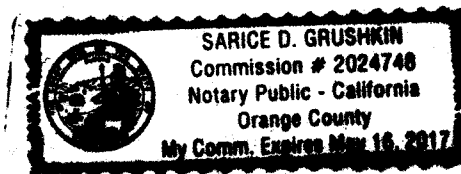
personally appeared Ilya Voznyan
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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: Sarice D. Grushkin

(SEAL)



SUBORDINATION

The undersigned, as Beneficiary of the beneficial interest in and under that certain Deed of Trust dated July 2, 2013, and recorded on July 2, 2013, as Instrument No. 2013-0321926, in the Official Records of Riverside County, California (the "**Deed of Trust**"), which Deed of Trust is by and between VD Sycamore Creek, LLC, a California limited liability company, as Trustor, and First American Title Insurance Company, a California corporation, as Trustee, and Starfield Sycamore Investors, L.L.C., a Delaware limited liability company, as Beneficiary, expressly subordinates said Deed of Trust and its beneficial interest thereunder to the foregoing Supplemental Master Declaration of Covenants, Conditions and Restrictions and Notice of Addition of Territory for Sycamore Creek, The Arbors (Phase 1), as amended or restated ("**Supplemental Master Declaration**"), the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sycamore Creek, as amended or restated ("**Master Declaration**") described in the Supplemental Master Declaration, and to all easements to be conveyed to the Master Association in accordance with the Master Declaration or the Supplemental Master Declaration. By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the Added Territory 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 Master Declaration and the Supplemental Master Declaration, which shall remain in full force and effect

Dated: August 16, 2013

STARFIELD SYCAMORE INVESTORS,
L.L.C., a Delaware limited liability company

By: SOF-VI SYCAMORE CREEK
HOLDINGS, L.L.C., a Delaware limited
liability company

By: Daniel Schwaegler

Name: DANIEL SCHWAEGLER
Title: SENIOR VICE PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

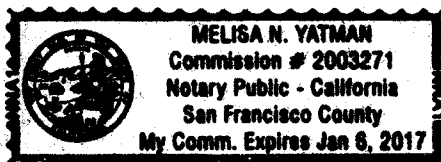
CIVIL CODE § 1189

State of California

County of SAN FRANCISCO

On 8/14/13 before me, Melisa W Yatman
Date Here Insert Name and Title of the Officer

personally appeared Daniel Schwaegler
Name(s) of Signer(s)



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: Melisa N Yatman
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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OF SIGNER
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Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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