

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

214 B



FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS DATE: 11/18/14

**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
November 6, 2014

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

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

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

**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 69 new residential lots in the Glen Ivy Hot Springs area.

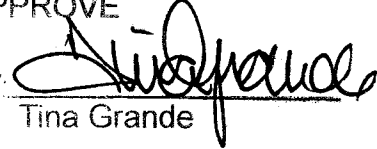
  
Patricia Romo

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	Policy <input type="checkbox"/>

**SOURCE OF FUNDS:** N/A  
Budget Adjustment: N/A  
For Fiscal Year: N/A

**C.E.O. RECOMMENDATION:**

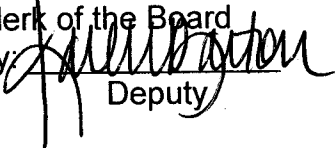
APPROVE  
BY:   
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: November 24, 2014  
xc: TRANSP., COB

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 05/16//06, Item 16-2 | District: 1/1 | Agenda Number:

2-24

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
BY: ANNA W. WANG DATE: 11/17/14

**BACKGROUND:**

**Summary (continued)**

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.

TRI Pointe Homes 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. The securities posted by Philadelphia Indemnity Insurance Company are as follows:

- \$1,977,000 for the completion of street improvements
- \$ 304,000 for the completion of the water system
- \$ 321,000 for the completion of the sewer system
- \$ 77,200 for the completion of the monumentation

Starfield Sycamore Investors, LLC desires to enter into Improvement Agreements to guarantee the construction flood control facilities 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. The securities posted by Lexon Insurance Company are as follows: \$731,000 for the completion of flood control.

**Impact on Residents and Businesses**

N/A

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS**

- Final Map
- Road/Drainage Improvement Agreements
- Water System Improvement Agreements
- Sewer System Improvement Agreements
- Monumentation Agreements
- Flood Control Facilities Agreements

**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 TRI Pointe Homes, Inc., hereinafter called Contractor.

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 31908**, 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 nine hundred seventy-seven thousand and no/100 Dollars (\$1,977,000.00)**.

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:

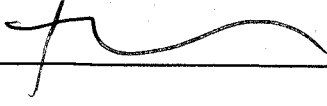
County

Contractor

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

TRI Pointe Homes, Inc.  
19520 Jamboree Road, Suite 200  
Irvine, CA 92612

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

By  \_\_\_\_\_

Title Thomas J. Mitchell, President & COO

By  \_\_\_\_\_

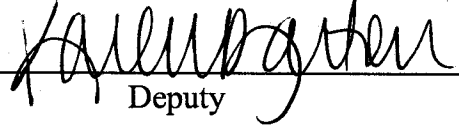
Title Gregory A. Mendoza, Assistant Secretary

COUNTY OF RIVERSIDE

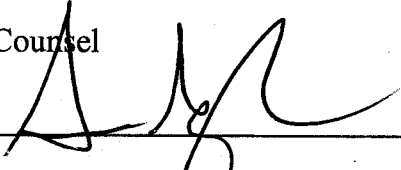
By  \_\_\_\_\_  
**JEFF STONE**  
**CHAIRMAN, BOARD OF SUPERVISORS**

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

Revised 09/29/09

**ACKNOWLEDGMENT**

State of California  
County of Orange )

On November 18, 2013 before me, Kelly J. Willis, a Notary Public,  
(insert name and title of the officer)

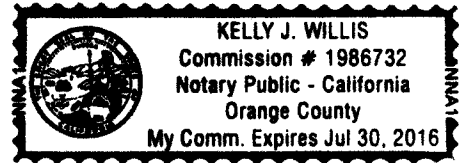
personally appeared Thomas J. Mitchell and Gregory A. Mendoza,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies),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

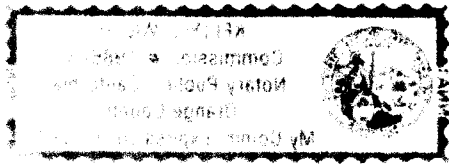
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)





**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 TRI Pointe Homes, Inc., hereinafter called Contractor.

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 31908**, 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 **Three hundred four thousand and no/100 Dollars (\$304,000.00)**.

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 water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

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



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

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

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

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

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

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

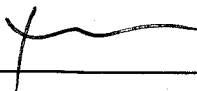
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

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

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

Contractor  
TRI Pointe Homes, Inc.  
19520 Jamboree Road, Suite 200  
Irvine, CA 92612

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

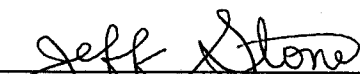
By  \_\_\_\_\_

Title Thomas J. Mitchell, President & COO

By  \_\_\_\_\_

Title Gregory A. Mendoza, Assistant Secretary

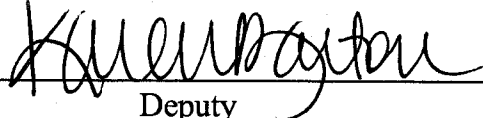
COUNTY OF RIVERSIDE

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

## ACKNOWLEDGMENT

State of California  
County of Orange )

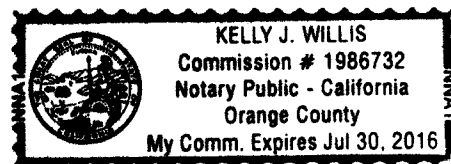
On November 18, 2013 before me, Kelly J. Willis, a Notary Public,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





**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 TRI Pointe Homes, Inc., hereinafter called Contractor.

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 31908**, 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 **Three hundred twenty-one thousand and no/100 Dollars (\$321,000.00)**.

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 water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

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

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

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

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

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

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

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

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

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

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

Contractor  
TRI Pointe Homes, Inc.  
19620 Jamboree Road, Suite 200  
Irvine, CA 92612

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

By [Signature]

Title Thomas J. Mitchell, President & CEO

By [Signature]

Title Gregory A. Mendoza, Assistant Secretary

COUNTY OF RIVERSIDE

By [Signature]  
**JEFF STONE**  
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By [Signature]  
Deputy

APPROVED AS TO FORM

County Counsel  
By [Signature]

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

**ACKNOWLEDGMENT**

State of California  
County of Orange )

On November 18, 2013 before me, Kelly J. Willis, a Notary Public,  
(insert name and title of the officer)

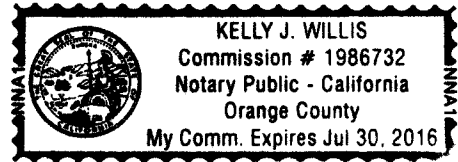
personally appeared Thomas J. Mitchell and Gregory A. Mendoza,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), 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 [Handwritten Signature]

(Seal)





**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 TRI Pointe Homes, Inc., hereinafter called Contractor.

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 31908**, 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 **Seventy-seven thousand two hundred and no/100 Dollars (\$77,200.00)**.

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.

NOV 24 2014 2-24

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

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

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

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

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

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

County

Contractor


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

TRI Pointe Homes, Inc.  
19520 Jamboree Road, suite 200  
Irvine, CA 92612

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

By 

Title Thomas J. Mitchell, President + COO

By 

Title Gregory A. Mendoza, Assistant Secretary

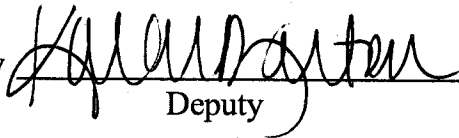
COUNTY OF RIVERSIDE

By   
**JEFF STONE**

**CHAIRMAN, BOARD OF SUPERVISORS**

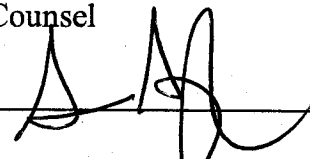
ATTEST:

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

**ACKNOWLEDGMENT**

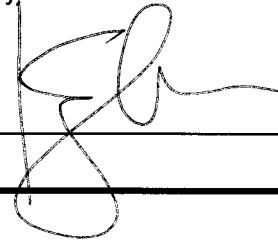
State of California  
County of Orange )

On November 18, 2013 before me, Kelly J. Willis, a Notary Public,  
(insert name and title of the officer)

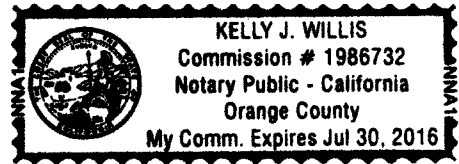
personally appeared Thomas J. Mitchell and Gregory A. Mendoza,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies),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

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

WITNESS my hand and official seal.

Signature 

(Seal)





**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 STARFIELD SYCAMORE INVESTORS, 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 (Flood Control Facilities)**, 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 **Seven hundred thirty-one thousand and no/100 Dollars (\$731,000.00)**.

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

STARFIELD SYCAMORE INVESTORS, LLC  
4590 MacArthur Blvd., Suite 600  
Newport Beach, CA 92660

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

By *Daniel P. Schwaegler*

Title Daniel P. Schwaegler, Senior Vice President

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By *Jeff Stone*  
**JEFF STONE**  
**CHAIRMAN, BOARD OF SUPERVISORS**

ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By *Kellie Harper-Ihem*  
Deputy

APPROVED AS TO FORM

County Counsel

By \_\_\_\_\_

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

Revised 09/29/09



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

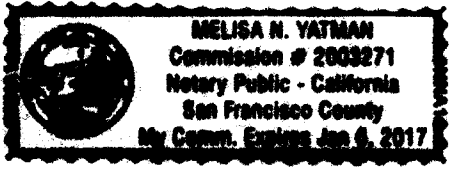
State of California

County of SAN FRANCISCO }

On 11/15/13 before me, Melisa N Yatman, Notary  
Date Here Insert Name and Title of the Officer

personally appeared Daniel P. 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: \_\_\_\_\_

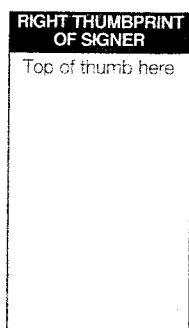
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

MELISA M. AYTMAN  
Commission # 200321  
Notary Public - California  
San Francisco County  
My Comm. Expires Feb 6, 2017





NOT TO SCALE

# VICINITY MAP

## TRACT MAP 31908

SEC. 12, TWP. 5S., RNG. 6W.

Supervisory District: 1 KEVIN JEFFERIES

**APPROVED**

**RECORDING REQUESTED BY:**

**WHEN RECORDED, MAIL TO:**

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

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*(Space Above for Recorder's Use)*

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

**KITE RIDGE (PHASE 1)**

2-24-11-24-14

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

**KITE RIDGE (PHASE 1)**

THIS SUPPLEMENTAL MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE OF ADDITION OF TERRITORY FOR SYCAMORE CREEK, KITE RIDGE (PHASE 1) ("**Supplemental Master Declaration**") is made by STARFIELD SYCAMORE INVESTORS, L.L.C., a Delaware limited liability company ("**Declarant**"), and TRI POINTE HOMES, INC., a Delaware corporation ("**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 22 to 35, inclusive, of Tract No. 31908, as shown on the Subdivision Map ("**Map**") filed on \_\_\_\_\_, 2014, 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 22 to 35, inclusive, of said Tract No. 31908 are hereby designated to be residential Lots, as defined in the Master Declaration.

(b) **Master Common Area.** Guest Builder hereby reserves nonexclusive easements for maintenance of street trees (tree trimming) over Lots in the Added Territory. These easements are hereby designated as Master Common Area, as defined in the Master Declaration.

(c) **Maintenance Areas.** Guest Builder hereby reserves a nonexclusive easement in favor of the Master Association for access, ingress and egress, maintenance, repair and replacement over, under and across those portions of Lots 22 to 27, inclusive, of said Tract No. 31908, shown on *Exhibit A* attached hereto for landscape maintenance purposes ("*Maintenance Areas*"). The foregoing Maintenance Areas are intended to be maintained by the County Service Area. As set forth in Section 1.1.30 and 3.12 of the Master Declaration, the Master Association shall have the responsibility to maintain the Maintenance Areas if, and only if, the County Service Area fails to maintain such Maintenance Areas.

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 “*Kite Ridge at Sycamore Creek*”; unless and until changed by Declarant or Guest Builder, respectively, in their sole and absolute discretion. Guest Builder shall notify the California Department of Consumer Affairs, Bureau of Real Estate (“*BRE*”) 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 BRE.

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 moderate 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. Guest 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.

(g) Gas and Hazardous Liquid Transmission Pipelines. NOTICE  
REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping system (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, You may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

Guest Builder makes no representations or warranties and provides no guarantee whatsoever concerning whether any information contained on the NPMS website is accurate or complete.

10. Dispute Resolution Procedures. 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 as they would apply to the Residential Lots described in Section 5(a) hereof, and imposes instead the following dispute resolution procedures and requirements:

**WARRANTY, DISCLAIMER OF WARRANTIES, RIGHT TO REPAIR ACKNOWLEDGEMENTS AND PROCEDURES, AND ALTERNATIVE DISPUTE RESOLUTION PROCEDURES.**

10.1 Warranties.

(a) *Limited Home Warranty.* Guest Builder presently intends, but shall not have any obligation whatsoever, to extend a Home Builder's Limited Warranty (the "*Home Warranty*") to the original purchaser from Guest Builder of a Lot in the Added Territory. If Guest Builder extends a Home Warranty to such original purchaser, a copy of the form of the

Home Warranty for the particular Lot will be available from Guest Builder. Every original purchaser and every successive Owner of such Lot shall be bound by and be a beneficiary of the Home Warranty during the "*Warranty Period*" as defined in the Home Warranty (and as generally summarized below). Any Guest Builder Dispute (defined in Section 10.3 below), shall be resolved as provided in Section 10.1(d) below. Nothing in the Home Warranty or any other document provided by Guest Builder in conjunction with the original sale of a Lot in the Added Territory diminishes any rights or obligations the original purchaser (or any successive Owner) or the Guest Builder may have under the Right to Repair Law (as defined in Section 1.1.54 of the Master Declaration), if applicable, or the ADR Procedures (defined in Section 10.2(b) below). The Home Warranty does not constitute either an "enhanced protection agreement" under California Civil Code Section 901 or alternative nonadversarial contractual provisions under California Civil Code Section 914. The ADR Procedures (as defined in Section 10.2 below) shall apply in the event that the Right to Repair Law is deemed not to apply.

(b) *Warranty Period under the Home Warranty.* The Warranty Period of the Home Warranty for a particular Lot is set forth in the Limited Warranty Validation Form included with the Home Warranty. The subsequent resale of the Lot will not extend the Warranty Period.

(c) *Coverage Limits for Residences.* The coverage limits under the Home Warranty for the Residence are set forth in the Limited Warranty Validation Form included with the Home Warranty.

(d) *Arbitration of Disputes Subject to a Home Warranty.* Notwithstanding any other dispute resolution provisions set forth in this Section 10, all disputes during the Warranty Period between any of the Guest Builder Parties (defined in Section 10.3 below) and the original purchaser of a Lot in the Added Territory, (or any successive Owner of such Lot) relating to a Lot that is subject to a Home Warranty shall be resolved by binding arbitration as provided in the Home Warranty (which is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16)), and shall be subject to the limitations on statutory and common law rights and remedies set forth in the Home Warranty. Should the binding arbitration provisions be ruled invalid, unenforceable or otherwise not applicable to a dispute between any of the Guest Builder Parties and the original purchaser, or any successive Owner, the dispute shall be resolved in accordance with the alternative dispute resolution provisions set forth in Section 10.3(d) below.

(e) **DISCLAIMER AND WAIVER OF WARRANTIES AND OTHER RIGHTS.** ANY HOME WARRANTY ISSUED BY GUEST BUILDER TO THE ORIGINAL PURCHASER OF A LOT IN THE ADDED TERRITORY IS THE ONLY WARRANTY, EXPRESS OR IMPLIED, MADE BY GUEST BUILDER WITH REGARD TO THE RESIDENCE. GUEST BUILDER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS REGARDING EITHER LATENT OR PATENT DEFECTS IN THE RESIDENCES, OR ANY COMPONENTS THEREOF, OR FIXTURES OR PERSONAL PROPERTY INSTALLED THEREIN, OR AS TO THE MERCHANTABILITY, FITNESS, HABITABILITY, OR QUALITY THEREOF, AND TO THE FULLEST EXTENT ALLOWED BY LAW, EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS.

10.2 Right to Repair Acknowledgements and Nonadversarial Pre-Litigation Procedures.

(a) ***Owner's Acknowledgment of Right to Repair Procedures.*** Guest Builder hereby notifies each Owner of a Lot in the Added Territory of the existence of the nonadversarial prelitigation procedures set forth in California Civil Code Sections 910 through 938 (the "***Right to Repair Procedures***"), and further notifies each Owner that such procedures impact the legal rights of each Owner. Each Owner acknowledges that Guest Builder has notified such Owner of the name and address of the agent for notice of claims pursuant to Section 912(e) of the California Civil Code. Each Owner also acknowledges that Guest Builder has notified such Owner pursuant to California Civil Code Section 914(a) that Guest Builder intends to engage in the Right to Repair Procedures with respect to any formal claim initiated by an Owner under the Right to Repair Procedures. Notwithstanding the foregoing, each Owner understands and agrees that pursuant to Section 915 of the California Civil Code, Guest Builder's rights include the right not to go through the Right to Repair Procedures at any time and that Guest Builder's right, but not obligation, to inspect or repair any alleged defect identified by an Owner in a written notice is not intended to be substitute for the pre-litigation non-adversarial procedures set forth in the Home Builder's Limited Warranty, the Right to Repair Procedures, or the ADR Procedures, but is specifically intended to be part of the customer service procedures of the Guest Builder, as set forth in California Civil Code Section 910(b). Each Owner covenants and agrees to comply with the provisions of the Right to Repair Procedures.

(b) ***Application of Right to Repair Procedures.*** If a claim has been made by an Owner in compliance with California Civil Code Section 910 (a "Right to Repair Claim"), the dispute resolution procedures set forth in Section 10.1(d) above and Section 10.3 below shall apply after application of the Right to Repair Procedures. If a claim for damage to or defects in the design and/or construction of any Lot and/or claims pursuant to a Home Warranty are made by an Owner who purports that the claim(s) fall outside of the Right to Repair Law or such claims are deemed to fall outside of the Right to Repair Law by a court of law, an arbitrator or a judicial referee, then Guest Builder hereby adopts the Right to Repair Procedures as its pre-litigation procedures for such claims (the "ADR Procedures"). If the parties to such dispute are unable to resolve such dispute in accordance with the Right to Repair Procedures or the ADR Procedures, as applicable, the dispute shall be resolved in accordance with the provisions of Section 10.1(d) above and Section 10.3 below. In all cases, each party shall be solely responsible for its own attorneys' fees. Nothing herein diminishes the rights and obligations of Owner or Guest Builder under the Right to Repair Procedures with respect to any Right to Repair Claim.

(c) ***Delivery of Documents.*** Each original Owner of a Lot in the Added Territory acknowledges that Guest Builder has instructed such Owner to provide any documents provided to such Owner in conjunction with the original purchase of such Lot to any subsequent purchaser, and each Owner hereby covenants to provide all of such documents to any subsequent purchaser of such Owner's Lot.

(d) ***Maintenance and Preventative Maintenance Schedules and Obligations.*** Each Owner, as to his respective Lot, acknowledges that Guest Builder has provided such Owner with maintenance and preventative maintenance schedules and obligations

pertaining to such Owner's Lot. Notwithstanding the foregoing, Guest Builder reserves the right, by written notice to each Owner, to supplement and/or amend such maintenance and preventative maintenance schedules and obligations from time to time. Each Owner also acknowledges that by law, such Owner is obligated to follow all reasonable maintenance and preventative maintenance schedules and obligations communicated in writing by Guest Builder as well as all commonly accepted maintenance practices. Each Owner covenants to faithfully follow all maintenance and preventative maintenance schedules and obligations applicable to their respective Lot (and each Owner shall require and cause any tenant or lessee of such Owner's Lot to follow all such schedules and obligations).

(e) ***Manufactured Products Maintenance and Limited Warranty Information.*** Each Owner, as to his respective Lot, acknowledges that Guest Builder has provided such Owner with manufactured product maintenance, preventative maintenance and limited warranty information pertaining to such Owner's Lot. Notwithstanding the foregoing, Guest Builder reserves the right, by written notice to each Owner to supplement and/or amend such manufactured product maintenance, preventative maintenance and limited warranty information from time to time. Each Owner also acknowledges that by law, such Owner is obligated to follow all reasonable maintenance and preventative maintenance schedules and obligations communicated in writing from Guest Builder as well as commonly accepted maintenance practices. Each Owner covenants to faithfully follow all such maintenance and preventative maintenance schedules and obligations contained in all such manufactured product maintenance, preventative maintenance and limited warranty information (and each Owner shall require and cause any tenant or lessee of such Owner's Lot to follow all such schedules and obligations).

(f) ***Indemnification.*** Each Owner of a Lot in the Added Territory covenants to indemnify, defend and hold Guest Builder harmless from any claims, expenses, liabilities, loss, costs or damages arising from such Owner's failure or refusal to perform its respective obligations under this Section 10.2.

(g) ***Termination of the Right to Repair Procedures.*** The Right to Repair Procedures set forth in this Section 10.2 shall terminate and be of no further force or effect upon the first to occur of any of the following: (a) the repeal or judicial invalidation of the Right to Repair Law, or applicable portions thereof; provided, however, for the avoidance of doubt, such repeal or judicial invalidation shall not terminate or invalidate the Right to Repair Procedures as applied to claims or disputes subject to the ADR Procedures; (b) the expiration of all applicable statutes of limitations for the filing of any form of legal proceedings against Guest Builder in any way relating to or arising out of the development, construction, marketing, sale and/or transfer of any of the Lots in the Added Territory, or (c) the fifteenth (15th) anniversary of the date of the Recordation of the Grant Deed conveying a specific Lot to the original purchaser in the Official Records of the County in which the Added Territory is located.

10.3 **Alternative Dispute Resolution Procedures.** Subject to the limitations of Article XVIII of the Master Declaration, all disputes between or among any Owner(s) of a Lot in this Added Territory and Guest Builder, or any director, officer, partner, shareholder, member, employee, representative, contractor, subcontractor, design professional or agent of the Guest

Builder (collectively, the “*Guest Builder Parties*”) which arise out of, or relate to, the Master Declaration, this Supplemental Master Declaration or the Added Territory, including, without limitation, (i) the interpretation and/or enforcement of the Governing Documents; (ii) damage to or defects in the design and/or construction of any Lot; or (iii) claims pursuant to a Home Warranty (collectively, the “*Guest Builder Disputes*”) shall be resolved in accordance with this Section 10.3. Each Owner of a Lot in the Added Territory and Guest Builder, for and on behalf of itself and all of the Guest Builder Parties, acknowledge and agree that the implementation of dispute resolution procedures pursuant to this Section 10 is in accordance with the philosophy and intent of the Federal Arbitration Act (9 U.S.C. §§ 1 through 16) which is designed to encourage the use of alternative methods of dispute resolution that avoid costly and potentially lengthy traditional court proceedings. Parties interpreting this Section shall follow the California Supreme Court ruling in *Pinnacle Museum Tower Association v. Pinnacle Market Development (US), LLC*, 55 C4th 223 (2012). In addition, parties interpreting this Section shall follow the federal court rulings which provide, without limitation, that the Federal Arbitration Act (A) is a congressional declaration of a liberal federal policy favoring arbitration agreements, notwithstanding substantive or procedural state policies to the contrary; (B) requires that federal and state courts rigorously enforce agreements to arbitrate; (C) requires the scope of this alternative dispute resolution agreement be interpreted broadly in favor of arbitration; and (D) requires disputes over whether an issue is arbitrable be resolved in favor of arbitration. Specifically, this subsection is to be interpreted in accordance with *Allied-Bruce Terminix Companies, Inc. v. Dobson*, 115 S. Ct. 834 (1995), and other federal court rulings. References herein to California Code Sections are not intended to be, and shall not be interpreted to be, a waiver of rights created under the Federal Arbitration Act.

(a) ***Arbitration of Disputes Subject to a Home Warranty.*** To the extent that a Home Warranty has been issued by Guest Builder for a specific Lot, and the Warranty Period under such Warranty is still in effect, all Guest Builder Disputes regarding such Lot shall be resolved in accordance with provisions of such Warranty, as provided in Section 10.1(d) above.

(b) ***California Civil Code Section 5925.*** The parties to any and all disputes that are subject to California Civil Code Section 5925 shall comply with the prelitigation requirements of that Section prior to initiating judicial reference proceedings pursuant to Section 10.3(d) below or any other adversarial dispute resolution procedure.

(c) ***Unresolved and Other Disputes.*** All disputes between or among any Owner(s) and the Guest Builder Parties in the following categories shall be resolved in accordance with the judicial reference provisions of Section 10.3(d) below: (i) disputes regarding a Residence not subject to a Home Warranty; (ii) disputes subject to a Home Warranty where any binding arbitration procedure in the Warranty has been ruled to be invalid, unenforceable or otherwise not applicable; and/or (iii) disputes under California Civil Code Section 5925, which are not otherwise subject to California Civil Code Section 6000, the Right to Repair Law or the ADR Procedures.

(d) ***Judicial Reference.*** All disputes specified in Section 10.3(c) above shall be submitted to general judicial reference pursuant to California Code of Civil

Procedure Sections 638 and 641 through 645 or any successor statutes thereto. Unless the parties mutually agree otherwise, the following rules and procedures shall apply in all cases:

(1) Within ten (10) days of receipt by any party of a written request to resolve any unresolved dispute referenced in Section 10.3(c), the parties shall agree upon a single Referee. If the parties are unable to agree upon a single Referee within such ten (10) day period, then any party may thereafter seek to have a Referee appointed under the California Code of Civil Procedure Sections 638 and 640, or any successor statute thereto. 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 Judicial Arbitration and Mediation Service (“JAMS”), the American Arbitration Association (“AAA”) or similar mediation/arbitration entity. The proposed Referee may be challenged for any of the grounds listed in Section 641 of the California Code of Civil Procedure, or any successor statute thereto. The parties shall use the procedures adopted by JAMS for judicial reference, or any other entity offering judicial reference dispute resolution procedures as may be mutually acceptable to the parties.

(2) 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.

(3) 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.

(4) 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 in accordance with Code of Civil Procedure Sections 644 and 645, or any successor statutes thereto.

(5) If a dispute involves parties other than those listed above, this provision shall be interpreted to bring such third-party disputes into the general reference procedure prescribed herein to the extent permitted by law. All parties shall cooperate in good faith to ensure that necessary and appropriate parties are included in the judicial reference

proceeding. Guest Builder shall not be required to participate in the judicial reference proceeding if all parties against whom Guest Builder has necessary or permissive cross-claims or counterclaims, including, without limitation, other Guest Builder Parties, will not or cannot be joined in the judicial reference proceeding, such that Guest Builder would be forced to litigate in multiple forums or potentially face inconsistent rulings.

(6) 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.

(7) 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, Guest Builder shall initially advance all fees and costs necessary to initiate the judicial reference proceeding. In any dispute not involving Guest Builder, the fees and costs necessary to initiate the judicial reference proceeding shall be advanced equally by each party to that 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, but costs shall not in any instance include attorneys' fees.

10.4 WAIVER OF COURT AND JURY TRIAL. AS TO ALL DISPUTES SUBJECT TO THE DISPUTE RESOLUTION PROVISIONS SET FORTH OR REFERENCED IN THIS SECTION 10, EACH OWNER AND GUEST BUILDER WAIVE ANY RIGHTS TO JURY TRIAL, APPEAL AND OTHER CIVIL LITIGATION PROCEEDINGS FOR SUCH DISPUTES, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH OR REFERENCED HEREIN.

10.5 Severability. If any provision of this Section 10, including, without limitation, the dispute resolution provisions, is for any reason held to be invalid, unenforceable or contrary to any public policy, law or ordinance, then the remainder of the provisions shall not be affected thereby and shall remain valid and fully enforceable.

11. 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.

12. 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: June 4, 2014

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 Schwagler

Name: Daniel Schwagler

Title: Senior Vice President

**"Declarant"**

Date: July 7, 2014

TRI POINTE HOMES, INC., a Delaware corporation

By: [Signature]

Name: Thomas G. Grable

Title: Vice President

**"Guest Builder"**

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

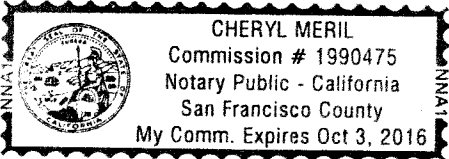
On JUNE 4, 2014, before me, Cheryl Meril, Notary Public  
(here insert name and title of the officer)

personally appeared Daniel Schweigler  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~/she executed the same in ~~his~~/her authorized capacity, and that by ~~his~~/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]



(SEAL)

STATE OF CALIFORNIA

COUNTY OF ~~San~~ Orange

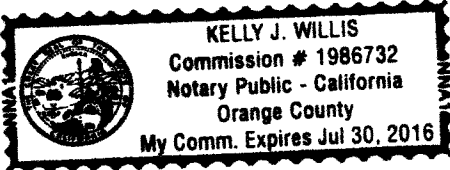
On July 7, 2014, before me, Kelly J. Willis, notary Public,  
(here insert name and title of the officer)

personally appeared Thomas G. Grable  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~/she executed the same in ~~his~~/her authorized capacity, and that by ~~his~~/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]



(SEAL)

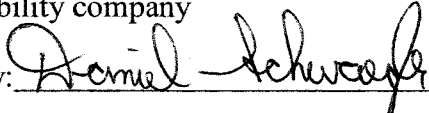
## SUBORDINATION

The undersigned, as Beneficiary of the beneficial interest in and under that certain Deed of Trust dated and recorded on September 27, 2013, as Instrument No. 2013-0468114, in the Official Records of Riverside County, California (the "**Deed of Trust**"), which Deed of Trust is by and between TRI Pointe Homes, Inc., a Delaware corporation, 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, Kite Ridge (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: June 4, 2014

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: 

Name: Daniel Schwanger

Title: Senior Vice President

**NOTARIAL ACKNOWLEDGMENT TO SUBORDINATION**

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On June 4, 2014, before me, Cheryl Meril, Notary Public  
(here insert name and title of the officer)

personally appeared Daniel Schwaepler  
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: Cheryl Meril



(SEAL)

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(SEAL)

**EXHIBIT A**

**DEPICTION OF APPROXIMATE LOCATION OF MAINTENANCE AREAS**

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