

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



ITEM
2.23
(ID # 2965)

MEETING DATE:
Tuesday, January 17, 2017


FROM : TLMA-TRANSPORTATION:

SUBJECT: TLMA-TRANSPORTATION: Approval of the Final Map for Tract 36894, a Schedule "A" Subdivision in the Lake Mathews Area. 1st District; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities as approved by County Counsel; and
2. Approve the Final Map; and
3. Authorize the Chairman of the Board to sign the Improvement Agreements and Final Map for Tract Map 36894.

ACTION: Policy


Patricia Romo, Director of Transportation 11/10/2016

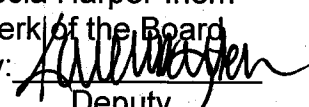
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 16/17	

C.E.O. RECOMMENDATION: Approve

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: January 17, 2017
xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

2.23

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

BACKGROUND:

Summary

Tract 36894 was approved by the Board of Supervisors on February 9, 2016, as Agenda 16-1. Tract Map 36894 is a 13.78 acre subdivision that is creating 22 residential lots and two (2) open space lots in the Lake Mathews Area. This Final Map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map.

Government Code Section 66458 directs the Board of Supervisors to approve a final map, without any discretion, if the map conforms to all the requirements of the Subdivision Map Act and local ordinances applicable at the time of approval or conditional approval of the tentative map.

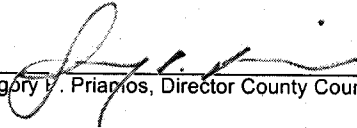
Riverside-Praed Street 22, LLC. desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and Securities which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer. The securities posted by International Fidelity Insurance Company are as follows:

- \$589,000 - Bond # 0699549 for the completion of street improvements
- \$110,000 - Bond # 0699549 for the completion of the water system
- \$64,500 - Bond # 0699549 for the completion of the sewer system
- \$30,600 - Bond # 0699550 for the completion of the monumentation

ATTACHMENTS:

- Vicinity Map
- Mylars
- Road/Drainage Improvement Agreement
- Water System Improvement Agreement
- Sewer System Improvement Agreement
- Monumentation Agreement

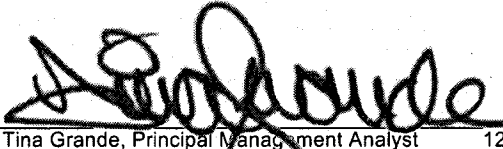
SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA



Gregory V. Priamos, Director County Counsel 11/10/2016



Bruce Fordon 11/10/2016



Tina Grande, Principal Management Analyst 12/27/2016

2965 1/17/17

**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 Riverside-Praed Street 22, 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 36894**, 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 **Five hundred eighty-nine thousand and no/100 Dollars (\$589,000.00)**.

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 reasonable recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The reasonable 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 and the Director of Transportation has reasonably demonstrated to Contractor 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

Riverside-Praed Street 22, LLC
110 N. Lincoln Ave., Suite 100
Corona, CA

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

Riverside-Praed Street 22, LLC
a Delaware limited liability company

By: Griffin Residential III, LLC
a California limited liability company

Its: Manager

By 

Title Manager

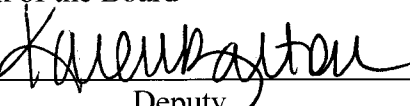
COUNTY OF RIVERSIDE

By 

JOHN TAVAGLIONE

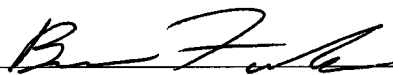
ATTEST: **CHAIRMAN, BOARD OF SUPERVISORS**

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

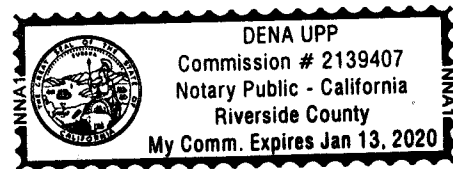
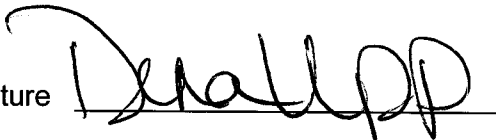
On September 29, 2016 before me, Dena Upp, A Notary Public personally appeared Ian Griffin

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 Riverside-Praed Street 22, 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 36894**, 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 **Riverside Public Utilities** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **One hundred ten thousand and no/100 Dollars (\$110,000.00)**.

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 the reasonable recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The reasonable 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 and the Director of Transportation has reasonably demonstrated to Contractor that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

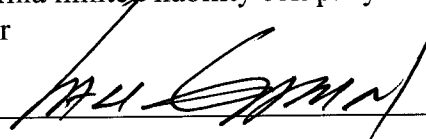
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Riverside-Praed Street 22, LLC 110 N. Lincoln Ave., Suite 100 Corona, CA 92882

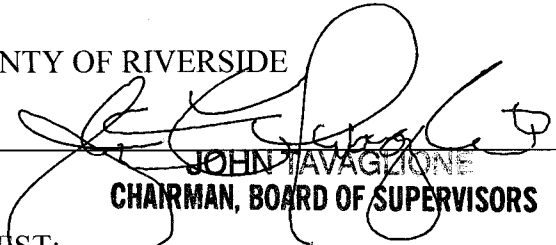
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

Riverside-Praed Street 22, LLC
a Delaware limited liability company

By: Griffin Residential III, LLC
a California limited liability company
Its: Manager

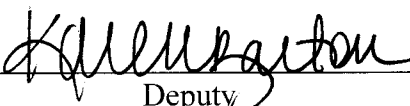
By 
Title Manager

COUNTY OF RIVERSIDE

By 
JOHN TAVAGZONE
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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

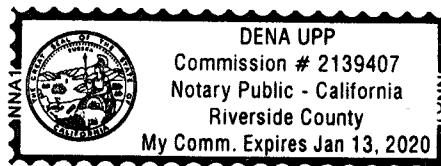
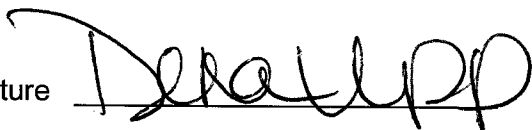
On September 29, 2016 before me, Dena Upp, A Notary Public personally appeared Ian Griffin

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 Riverside-Præd Street 22, 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 36894**, 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 **Western Municipal Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Sixty-four thousand five hundred and no/100 Dollars (\$64,500.00)**.

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

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

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

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

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

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on the reasonable recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The reasonable 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 and the Director of Transportation has reasonably demonstrated to Contractor that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

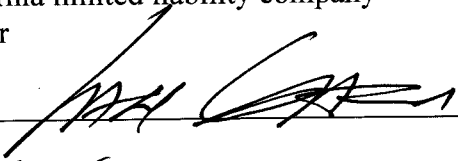
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Riverside-Praed Street 22, LLC 110 N. Lincoln Ave., Suite 100 Corona, CA 92882

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

Riverside-Praed Street 22, LLC
a Delaware limited liability company

By: Griffin Residential III, LLC
a California limited liability company
Its: Manager

By: 
Title Manager

COUNTY OF RIVERSIDE

By: 
JOHN TAVAGLIONE
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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On September 29, 2016 before me, Dena Upp, A Notary Public personally appeared Ian Griffin

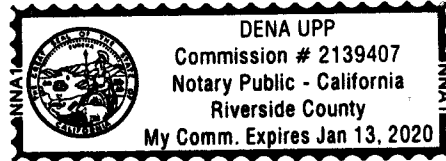
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~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

Dena Upp



(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 Riverside-Praed Street 22, 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 36894**, 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 **Thirty thousand six hundred and no/100 Dollars (\$30,600.00)**.

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

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

FOURTH: The Contractor hereby grants to County, the Surety upon any bond, and to the agents, employees and contractors of either of 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 and the Director of Transportation has reasonably demonstrated to Contractor 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 the reasonable 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 reasonable 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

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

Contractor

Riverside-Praed Street 22, LLC
110 N. Lincoln Ave., Suite 100
Corona, CA 92882

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

Riverside-Praed Street 22, LLC
a Delaware limited liability company

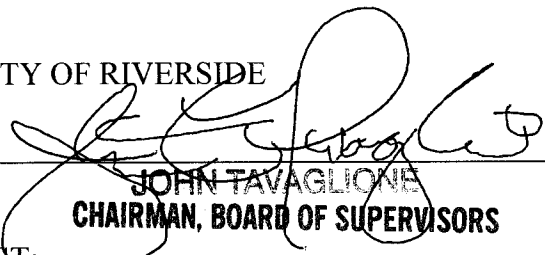
By: Griffin Residential III, LLC
a California limited liability company

Its: Manager

By 

Title Manager

COUNTY OF RIVERSIDE

By 

JOHN TAVAGLIONE
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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

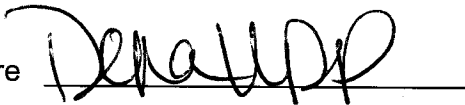
On September 29, 2016 before me, Dena Upp, A Notary Public personally appeared Ian Griffin

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)

MT 2965 1/10/17
17

Maxwell, Sue

From: Maxwell, Sue
Sent: Monday, December 19, 2016 2:12 PM
To: BOYDD, April
Subject: RE: TR36894 / Mintrac #2965

Tract map 36894 to follow

Hi April,

Thank you for the heads-up. I've printed this to keep with the January 10, 2017 Agenda Back-Up, awaiting the map.

Thanks again, ☺
Sue

17

From: BOYDD, April
Sent: Monday, December 19, 2016 1:50 PM
To: Maxwell, Sue <smaxwell@RIVCO.ORG>
Subject: FYI: TR36894 / Mintrac #2965

Hi Sue,

This is just an FYI.

Best regards,

April Boydd

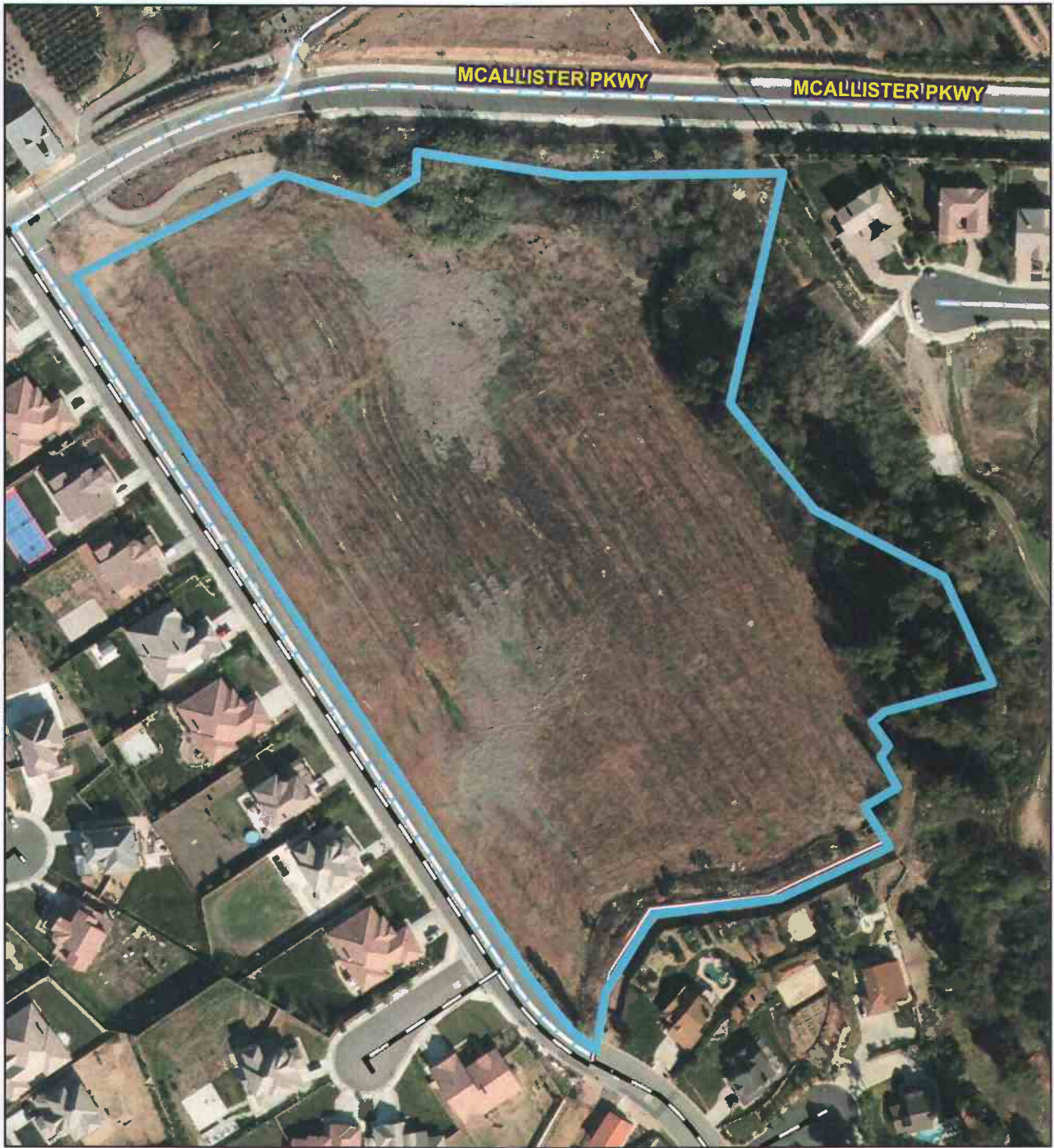
*Deputy Clerk of the Board
Riverside County Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor
Riverside, CA 92501
(951)955-1068 Fax (951)955-1071
Mail Stop #1010
aboydd@rivco.org
<http://rivcocob.org/>*



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From: Odenbaugh, Dennis [<mailto:DODENBAU@rctlma.org>]
Sent: Monday, December 19, 2016 1:44 PM
To: BOYDD, April <ABOYDD@RIVCO.ORG>
Subject: RE: TR36894 / Mintrac #2965

2965 1/17/17
2.23



NOT TO SCALE

VICINITY MAP
TRACT MAP 36894
SEC. 30, TWP. 3S., RNG. 5W.
Supervisory District: 1

RECORDING REQUESTED BY:)

)

)

)

WHEN RECORDED MAIL TO:)

)

Riverside-Præd Street 22, LLC)

110 N. Lincoln Ave., Suite 100)

Corona, CA 92882)

)



DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

FOR

BELLA VISTA

**NOTICE OF ARBITRATION AND WAIVER OF RIGHT TO HAVE
DISPUTES LITIGATED IN A COURT OR JURY TRIAL:**

ARTICLE VI of this Declaration of Covenants, Conditions and Restrictions requires binding arbitration of, among other things, any dispute arising out of or relating to the planning, design, engineering, grading, construction or other development of the Project. Please refer to ARTICLE VI for additional details regarding binding arbitration.

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BELLA VISTA**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLA VISTA is made this 22 day of December, 2016, by Riverside-Praed Street 22, LLC, a Delaware limited liability company, and its successors and assigns (hereafter collectively referred to as "**Declarant**").

RECITALS

A. Declarant is the fee owner of certain real property located in the unincorporated area of the County of Riverside, State of California, and legally described as:

Lots 1 through 22, inclusive, of Tract Number 36894, as per Map recorded on _____, in Book _____, Pages _____ through _____, inclusive of maps, in the Office of the County Recorder of Riverside County, California (hereinafter collectively referred to as the "**Property**").

B. Declarant deems it desirable to establish covenants, conditions and restrictions upon the Property, and each and every portion thereof, which will constitute a general scheme for the use, occupancy and enjoyment of the Property, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and enhancing the quality of life within the Project (as hereinafter defined).

NOW, THEREFORE, in furtherance of such intent, Declarant hereby declares that the Property and each part thereof shall be held, conveyed, hypothecated, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the following easements, covenants, conditions and restrictions set forth in this Declaration, as this Declaration may be amended from time to time, all of which easements, covenants, conditions and restrictions are declared to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability and enjoyment of the Property, and the interest or interests therein to be conveyed or reserved. All such easements, covenants, conditions and restrictions shall constitute covenants running with the land and equitable servitudes and liens, and shall be binding upon and for the benefit of Declarant and shall be binding upon and for the benefit of all parties having or acquiring any right, title, interest or estate in the Property, including, but not limited to, the heirs, executors, administrators and assigns of any such parties and all subsequent owners and lessees of all or any part of the Property.

ARTICLE I.

DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

Section 1.1 “**Architectural Committee**” shall mean the architectural committee as provided for in ARTICLE II of this Declaration.

Section 1.2 “**County**” shall mean the County of Riverside, State of California.

Section 1.3 “**Declarant**” shall mean Riverside-Praed Street 22, LLC, a Delaware limited liability company, its successors and assigns by merger, consolidation or by purchase of all or substantially all of its assets, and any Person to which it shall have assigned or delegated any of its rights or duties hereunder by an express written assignment. Any such assignment may be to all or any portion of the Project, may include only certain specific rights and/or duties of the Declarant, and may be subject to such conditions as Declarant may impose in its sole and absolute discretion.

Section 1.4 “**Declaration**” shall mean this Declaration of Covenants, Conditions and Restrictions for Bella Vista, as the same may be amended, changed or modified from time to time and recorded in the Office of the Riverside County Recorder.

Section 1.5 “**Federal Agencies**” shall mean collectively one or more of the following agencies and the following letter designation of such agencies shall mean respectively the agency specified within the parentheses following such letter designation: VA (Department of Veterans Affairs), FHLMC (Federal Home Loan Mortgage Corporation), FNMA (Federal National Mortgage Association), and GNMA (Government National Mortgage Association).

Section 1.6 “**Institutional Mortgagee**” shall mean a First Mortgagee that is a bank, savings and loan association, established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, any federal or state agency, or any other institution regulated by federal or state law.

Section 1.7 “**Lot**” shall mean a lot shown on any final map filed for record or a parcel shown on any parcel map filed for record to the extent such lots or parcels are part of the Project, and any improvements thereon.

Section 1.8 “**Mortgage**” shall mean any duly recorded mortgage or deed of trust encumbering a Lot. A “First Mortgage” shall refer to a Mortgage that has priority over all other Mortgages encumbering a specific Lot.

Section 1.9 “**Mortgagee**” shall mean the mortgagee or beneficiary under any Mortgage. A “First Mortgage” shall mean the holder of a First Mortgage.

Section 1.10 “**Owner**” shall mean one or more persons or entities who are alone or collectively the record owner of fee simple title to a Lot, including Declarant, or the vendee under an installment land sales contract, but excluding those having any such interest merely as security for the performance of an obligation. If a Lot is leased by Declarant for a term in excess of twenty (20) years and the lease or memorandum thereof is recorded, the lessee or transferee of the leasehold interest and not the Declarant shall be deemed to be the Owner. If fee title to a Lot is owned other than by Declarant, the Owner of the fee title and not the lessee of such Lot shall be deemed the Owner regardless of the term of the lease.

Section 1.11 "Project" shall mean the Property and any and all improvements located thereon.

Section 1.12 "RCRCD" shall mean Riverside-Corona Resource Conservation District, a governmental special district, and its successors in interest.

Section 1.13 "Resident Owner" shall mean any Owner of a Lot other than Declarant.

ARTICLE II.

ARCHITECTURAL AND LANDSCAPING CONTROL

Section 2.1 **Appointment of Architectural Committee.** The Architectural Committee shall consist of three (3) persons. Declarant shall initially appoint all three (3) members of the Architectural Committee. Declarant shall retain the exclusive right to appoint members to, remove members and their successors from, and fill vacancies on, the Architectural Committee until the first to occur of either: (a) five (5) years after the date of recordation of this Declaration, or (b) the recordation by Declarant, in the official records of the Riverside County Recorder's Office, of an instrument relinquishing Declarant's rights of appointment and removal. Thereafter, the exclusive right to appoint members to, remove members and their successors from, and fill vacancies on, the Architectural Committee shall automatically be transferred to the Owners. Persons appointed by the Owners to the Architectural Committee must be Owners; however, persons appointed by Declarant to the Architectural Committee need not be Owners. Declarant hereby appoints the following Persons to the Architectural Committee: Ian Griffin, Emily Griffin, and Rick Peters. No appointment to or resignation from the Architectural Committee shall become effective until an instrument evidencing same has been recorded with the Riverside County Recorder's Office; provided, however, all appointees of Declarant shall automatically cease to be members of the Architectural Committee upon termination of Declarant's exclusive right to appoint the members of the Architectural Committee.

Section 2.2 **General Provisions.** The Architectural Committee, by the vote or written consent of a majority of its members, may establish, amend and repeal reasonable procedural rules in connection with the review of plans and specifications including, without limitation, the number of sets of plans to be submitted and fees for the review of such plans; however, the Architectural Committee may, by a majority of its members, delegate its plan review responsibilities to one (1) or more members of such Architectural Committee. Upon such delegation, the approval or disapproval of plans and specifications by such persons shall be equivalent to approval or disapproval by the entire Architectural Committee. Unless any such rules are complied with, such plans and specifications shall be deemed not submitted.

(a) The address of the Architectural Committee shall be Bella Vista Architectural Committee, c/o Riverside-Praed Street 22, LLC, 110 N. Lincoln Avenue, Suite 100, Corona, CA 92882, or such other address as may be designated by the Architectural Committee by a written instrument recorded with the Riverside County Recorder's Office. Such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Standards (as that term is defined below) shall be kept.

(b) The Architectural committee shall have the right, but not the obligation to (i) require any Owner to remove, trim, top or prune any shrub, tree, bush, plant or hedge that the Architectural Committee reasonable believes impedes the view of any Lot, and (b) to require any Owner to keep the yard areas of Lots visible to persons who do not occupy such Lot in a first-class and aesthetically-pleasing condition properly landscaped, planted, irrigated, mowed, trimmed and free of brush and debris as determined by the Architectural Committee.

(c) In the event the Architectural Committee disapproves such plans and specifications, such disapproval shall be in writing and shall include an explanation of the reasons for such disapproval.

(d) In the event the Architectural Committee fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been duly submitted in accordance with any rules regarding such submission adopted by the Architectural Committee, such plans and specifications will be deemed to have been approved.

Section 2.3 Approval and Conformity of Plans. Plans and specifications shall include, where appropriate, the following: (a) plot plans showing the location of all structures and showing grade elevations and drainage; (b) building plans, including floor, foundation and roof plans, with all materials therefor; (c) exterior elevations and surfaces, and sections, structural design and salient exterior details; (d) exterior color schemes; (e) landscaping plans showing type, location and elevation of trees, bushes, shrubs, plants and hedges; and (f) fence plans showing type, including exterior materials and colors, location and elevation. Declarant shall not be required to comply with any of the provisions of this Section.

All such plans and specifications shall be submitted in writing with the signature of the Owner of the Lot seeking approval or under penalty of perjury of such Owner or Owner's authorized agent stating that a copy of such plans and specifications has been delivered to and received by the Owner(s) of each Lot within five hundred (500) feet of the perimeter boundary of the Lot of such Owner seeking approval.

Approval shall be by the vote or written consent of a majority of the members of the Architectural Committee and shall be based, among other things, on: (a) the comments, if any, of such Owner(s) of each Lot within five hundred (500) feet of the perimeter boundary of the Lot of the Owner seeking approval of such plans and specifications, (b) protection of property values, (c) adequacy of site dimensions, as well as adequacy of structural design and materials, (d) conformity and harmony of external design with neighboring structures, (e) effect of location and use of neighboring structures, (f) effect of location and use of improvement and landscaping on neighboring property, improvements, landscaping, operations and uses, (g) relation of topography, grade and finished ground elevation of the property being improved to that of neighboring property, (h) proper fencing of main elevations with respect to nearby streets and preservation of view and aesthetic beauty, (i) with respect to landscaping, assurance of adequate access in connection with the performance of its duties and the exercise of its powers hereunder, (j) conformity with any rules and regulations as may be adopted by the Architectural Committee in accordance with this Article, and (k) conformity of the plans and specifications to the purpose and plan and intent of this Declaration.

Where circumstances such as topography, location of property lines, location of trees, configuration of Lots, or other matters require, the Architectural Committee, by the vote or written consent of a majority of its members, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of the Architectural Committee, on such terms and conditions as it shall require; provided, however, that (i) the granting of one such variance shall not be considered as establishing a precedent and the Architectural Committee shall not be required to grant another variance under the same or similar circumstances, and (ii) all variances shall be in keeping with the plan for the improvement of the Project as contained in this Declaration.

Regardless of whether an Owner has an approved building permit from the County, no building, fence, wall, structure, sign, landscaping, change of Lot grading or drainage, or other improvements, including without limitation pools, waterfalls, gazebos, sports equipment and facilities, jacuzzis, spas, patio covers, tree houses or playhouses, shall be commenced, erected, altered or removed from the Project, nor shall there be any addition to or change in the exterior of any building, fence, wall, structure, the painting (other than painting with the same color of paint as previously existed) of exterior walls, doors, trim, patio covers and solar and other energy saving devices, except in compliance with plans and specifications therefor that have been submitted to and approved by the Architectural Committee as to harmony of external design and location in relation to surrounding structures and topography. The Architectural Committee, by a majority vote of its members, may, from time to time, adopt and promulgate reasonable architectural and landscaping standards (collectively, the "**Architectural Standards**") to be administered through the Architectural Committee.

The Architectural Standards may include among other things those restrictions and limitations upon the Owners set forth below:

(a) time limitations for the completion of the architectural and landscaping improvements for which approval is required pursuant to the Architectural Standards;

(b) conformity of completed architectural and landscaping improvements to plans and specifications approved by the Architectural Committee; provided, however, as to purchasers and encumbrances in good faith and for value, unless notice of noncompletion or nonconformance identifying the violating Lot and its Owner and specifying the reason for the notice, executed by the Architectural Committee, shall be filed of record in the Office of the County Recorder of the County, and given to such Owner within the later of: (i) one (1) year from the date of issuance of the required building permit by the County or other governmental authority for any improvements; or (ii) one (1) year from the date of the beginning of construction of improvements on the Lot, or unless legal proceedings shall have been instituted to enforce compliance or completion within said one (1) year period, the completed architectural and landscaping improvements shall be deemed to be in compliance with plans and specifications approved by the Architectural Committee and in compliance with the Architectural Standards, but only with respect to purchasers and encumbrances in good faith and for value;

(c) such other limitations and restrictions as the Architectural Committee in its reasonable discretion shall adopt, including, without limitation, the regulation of the following:

construction, reconstruction, exterior addition, change or alteration to or maintenance of any building, structure, wall or fence, including, without limitation, the nature, kind, shape, height, materials, exterior color and surface and location of such dwelling structure, and bonding and licensing requirements applicable to contractors and subcontractors performing work on behalf of an Owner; and

(d) a description of the types of such construction, reconstruction, additions, alterations or maintenance that, if completed in conformity with the Architectural Standards, do not require the approval of the Architectural Committee.

Section 2.4 Non-Liability for Approval of Plans. All improvement work approved or deemed approved by the Architectural Committee shall be diligently completed and constructed in accordance with the approved plans and specifications; provided, however, such deemed approval by the Architectural Committee shall not constitute final approval to build, and each party submitting plans and specifications to the Architectural committee shall also obtain all required permits from all applicable governmental jurisdictions, including County of Riverside and all applicable departments and agencies.

Each Owner shall be solely responsible for any violation of this Declaration or any applicable instrument, law or regulation caused by an improvement made by such Owner even though same is approved by the Architectural Committee. Plans and specifications shall be approved by the Architectural Committee as to style, exterior design, appearance and location and are not approved for engineering design or for compliance with zoning and building ordinances, this Declaration, easements, deed restrictions and other rights and obligations affecting the Project, and by approving such plans and specifications, neither the Architectural Committee, nor the members thereof, or Declarant assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

Neither Declarant, the Architectural Committee nor designated representatives thereof shall be liable for damages to anyone submitting plans or specifications to them for approval, or to any Owner of the Property affected by this Declaration by reason or mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans and specifications or for any defect in any structure constructed from such plans and specifications. Such plans and specifications are not approved for engineering design or compliance with laws, ordinances, building codes and the like. Every person who submits plans or specifications to the Architectural Committee for approval, agrees by submission of such plans and specifications, and every Owner within the Project agrees that he/she will not bring any action or suit against Declarant, the Architectural Committee or any of the members or designated representatives of either to recover any such damages.

Section 2.5 Indemnification. The Architectural Committee shall have the right to require, as a condition of approval, that an Owner provide indemnification on terms and conditions satisfactory to the Architectural Committee.

Section 2.6 Inspection and Recording of Approval. Any member or agent of the Architectural Committee may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot after notice to the Owner in order to inspect improvements constructed or

being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with plans and specifications approved by the Architectural Committee and in accordance with the Architectural Standards. The Architectural Committee shall cause such an inspection to be undertaken within thirty (30) days of receipt of a written request therefor from any Owner as to his or her Lot, and if such inspection reveals that the improvements located on such Lot have been completed in compliance with this Article, the Architectural Committee shall provide to such Owner a notice of such approval in recordable form, which, when recorded, shall be conclusive evidence of compliance with the provisions of this ARTICLE II as to the improvements described in such recorded notice, but as to such improvements only.

ARTICLE III.

USE RESTRICTIONS

Section 3.1 Commercial Use. No part of a Lot shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or any nonresidential purposes. Nothing in this Section shall prohibit Owners from conducting certain non-disturbing commercial activities; provided, however, that such activities are secondary and subordinate to the primary residential use of such Lot and do not create unreasonable traffic congestion (and the patrons or clientele of the activity do not visit the Lot or park automobiles or other vehicles within the Project), involve advertising on the Lot, alter the appearance of a Lot, alter the aesthetics of the Project, create sight, sound or smell disturbances detectable from outside the boundaries of the Lot, or violate any applicable laws or regulations. Additionally, the establishment and operation by Declarant, or any affiliate thereof, upon any Lot that Declarant (or such affiliate) owns within the Project, of model homes and/or a sales center to facilitate the sale of homes shall not be prohibited.

Section 3.2 Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Project except such signs as may be used by Declarant in connection with: (i) the development of the Project and the sale of the Lots; (ii) the sale by Declarant of homes utilizing one or more model homes and/or a sales center located within the Project; (iii) directional or traffic signs used by Declarant; or (iv) signs used in connection with the construction of residences and related improvements upon the Project and approved by the Architectural Committee; provided, however, an Owner may display the following signs:

(a) An Owner or his or her agent may display on his or her Lot, a sign advertising its sale or lease by him so long as such sign shall comply with any customary and reasonable standards promulgated by the Architectural Committee as to the size, color, shape or other qualification for permitted signs;

(b) An Owner may display a noncommercial sign, poster, flag, or banner (a "Sign") if such Sign (i) is made of paper, cardboard, cloth, plastic, or fabric, (ii) is posted or displayed in the yard, balcony or deck of the Owner's Lot or on the window or door of the Owner's residence; (iii) does not include lights, balloons or any other similar decorative component, or include the painting of architectural surfaces; (iv) is not more than nine (9) square feet in size with respect to solid Signs and fifteen (15) square feet in size for flags or banners; (v)

does not endanger public health or safety or violate a local, state, or federal law, and (vi) is not otherwise a nuisance under Section 3.3;

(c) This Section shall not be deemed to prohibit an Owner from displaying the flag of the United States made of fabric, cloth or paper and displayed from a staff or pole or in a window on or in that Owner's Lot; provided, however, a depiction or emblem of the flag of the United States made of lights, paint, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component shall be prohibited; and

(d) Owners may install a maximum of two (2) signs that disclose that the Lot is protected by a security system. Such security signs may be placed on or around the Lot; provided, however, that such signs do not exceed customary dimensions.

Section 3.3 Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot or any part of the Project, nor shall anything be done thereon that may be or may become an annoyance, health or safety concern or nuisance to the Project, that shall in any way interfere with the quiet enjoyment of each of the Owners of his or her respective Lot, or that will violate any applicable law, ordinance, statute, rule or regulation of any governmental body with jurisdiction over the Project. The establishment and operation by Declarant, or any affiliate thereof, upon any Lot that Declarant (or such affiliate) owns within the Project, of model homes and/or a sales center to facilitate the sale of homes or homesites shall not be considered a nuisance hereunder, and shall not be prohibited, unless such operations shall violate any applicable law, ordinance, statute, rule or regulation of any governmental body with jurisdiction over the Project.

Section 3.4 Social Gatherings; Special Events. There shall be no social gathering or other special event of fifty (50) or more persons upon any portion of the Project without the prior consent or approval of the Architectural Committee, which shall be authorized to review arrangements related thereto, including, without limitation, parking arrangements and proposed temporary facilities such as portable shades, tents and restroom facilities. However, nothing in this Section 3.4 or this Declaration shall prohibit Declarant, or any affiliate thereof, from holding a social gathering or other special event of any size upon the Project. Furthermore, arrangements related thereto, including, without limitation, parking arrangements and proposed temporary facilities such as portable shades, tents and restroom facilities, shall not be subject to review by the Architectural Committee.

Section 3.5 Temporary Structures. No structure of a temporary character (including, without limitation, temporary shades, tents and restrooms), trailer, basement, shack, barn, storage building or shed or other outbuilding shall hereafter be used on any Lot at any time either temporarily or permanently by anyone other than Declarant, or any affiliate thereof, without the prior consent or approval of the Architectural Committee.

Section 3.6 Vehicles and Garages.

(a) Conventional passenger vehicles of Owners shall be kept in garages. Each Owner shall maintain the space within his or her garage so that at least two (2) vehicles may be parked therein. In amplification, an Owner shall not remodel the interior of a garage, nor

maintain clutter in a garage, so that two (2) vehicles cannot be parked therein. Owners owning more than two (2) vehicles may park such excess vehicles in his or her garage or, with respect to excess cars that are generally driven on an everyday basis, on such Owner's driveway (provided that no Owner shall park more vehicles on his or her driveway than the intended capacity of that driveway).

(b) No commercial vehicles or equipment shall be permitted to remain upon the Project (including, without limitation, on driveways, or side and rear yards); provided, however, nothing contained herein shall preclude the parking of a vehicle within the Owner's garage, and provided further that commercial vehicles may remain "temporarily" upon a Lot for deliveries and short periods for similar purposes.

(c) Recreational vehicles and equipment are not permitted to be parked upon the Project except as follows:

(i) Recreational vehicles and equipment may be parked in the Owner's garage;

(ii) Recreational vehicles and equipment may be parked in the Owner's side yard behind both the side yard fence and the side yard fence return. No screening above the side yard fence or side yard fence return shall be permitted. No recreational vehicle covering or equipment covering that is visible from the street, other than one that is of a light color or earth tone, shall be used without prior written approval of the Architectural Committee. Such covers must be maintained in a clean and serviceable condition; and

(iii) For a maximum of twenty-four (24) hours in any forty-eight (48) hour period, recreational vehicles and equipment owned or rented by an Owner may be parked on that Owner's driveway for the sole purpose of loading and/or unloading such recreational vehicle or equipment immediately prior to or after the use of such recreational vehicle or equipment for recreational purposes.

(d) No conventional passenger vehicle, recreational vehicle or equipment or commercial vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, abandoned, stored, disabled, serviced or repainted upon the Project, nor shall any non-operational vehicle be parked upon the Project (other than within the Owner's garage); provided, however, such activity with respect to an Owner's conventional passenger vehicle or commercial vehicle of less than one and one-half (1.5) ton capacity shall not be prohibited if such activity takes place within such Owner's garage with the garage door closed and such activity does not become an annoyance or nuisance to the neighborhood or in any way interfere with the quiet enjoyment of each of the other Owners of their respective Lots. For purposes of this Section, and without limiting the generality of the foregoing, a vehicle shall be deemed to be in storage if such vehicle is placed on a Lot for the primary purpose of storing such vehicle even if such vehicle is used occasionally. By way of example and not limitation, a vehicle that is parked upon the Project for a continuous period exceeding seven (7) days shall be deemed to be in storage. The foregoing restrictions shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and those activities normally incident to

washing and polishing of vehicles; provided, however, that such activities remain subject to Section 3.21, below.

(e) As used in this Section "conventional passenger vehicles" shall be defined to be station wagons, family sedans, mini-vans, sport utility vehicles, compacts, subcompacts, pick-up trucks, pick-up trucks with shell not extending above the cab level beyond one (1) foot, passenger vans and passenger vans with extended tops not extending more than six (6) inches above the top of such van.

(f) As used in this Section, "recreational vehicles or equipment" shall include, without limitation, trailers, horse trailers, animal transporters, off road vehicles, motorcycles, jet skis, wave runners, ATV's, boats, campers, trailer coaches, buses, house cars, camp cars, motor homes (if a size larger than six (6) feet in height or greater than 124" in wheel base length), or any other similar type of equipment or vehicle.

(g) As used in this Section, "commercial vehicle" shall be defined as a truck of greater than one and one-half (1.5) ton capacity and/or any vehicle with a sign displayed on any part thereof advertising any kind of business or on which racks, materials, and/or tools are visible, or with a body type normally employed as a business vehicle whether or not a sign is displayed on any part thereof. The type of motor vehicle license plate shall not be material to the foregoing definition.

(h) Temporary parking shall mean parking of vehicles belonging to guests of Owners and commercial vehicles being used in the furnishing of services to Owners and parking of vehicles belonging to or being used by Owners for loading and unloading purposes.

(i) Except as may be reasonably necessary to enter into and exit from a garage, Owners shall keep their garage doors closed.

Section 3.7 Animals. No animals, livestock, reptiles, or poultry of any kind shall be kept within a Lot, except that domestic dogs, cats, birds and fish may be kept as household pets thereupon, provided that they are not kept, raised, bred or maintained for any commercial purpose. No Owner shall keep more than two (2) domestic household pets which are kept outdoors for more than six (6) hours per day on average. Notwithstanding anything set forth herein, no animals or fowl may be kept on the Lots which result in an annoyance or are obnoxious to residents in the vicinity, including without limitation, any dog that routinely barks excessively. All dogs permitted to be kept by this Section shall be kept on a leash by a person capable of controlling the dog when on any portion of the Project except within the fenced area of the Owner's Lot. Each and every owner of any pet shall immediately clean, remove and dispose of all animal waste materials and shall dispose of same on their own Lot. Each person bringing an animal upon or keeping an animal within the Project shall be liable for any injury or damage to persons or property caused by such animal.

Section 3.8 Oil and Mineral Rights. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Project nor, subsequent to the recording of this Declaration, shall oil or water wells, tanks, tunnels, or mineral excavations or shafts be installed upon the surface of the Project or with respect to water

wells, within fifty (50) feet below the surface of the Project and with respect to all other matters, within five hundred (500) feet below the surface of such properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Project.

Section 3.9 Unsightly Items. All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon, nor shall any exterior portion of a Lot be used for storage purposes except within enclosed facilities approved by the Architectural Committee. There shall be no exterior drying or laundering of clothes on balconies, patios, porches or other outside areas. Trash, garbage and other waste shall be kept only in sanitary containers, and no Owner shall permit or cause any trash or refuse to be kept on any portion of the Project other than in receptacles customarily used for it, and any and all refuse containers, trash cans, woodpiles, storage areas, machinery and equipment that are stored on a Lot must be concealed behind fences or in the Owner's garage such that they are not visible from the street or clearly visible from adjacent Lots, except, as to refuse containers and trash cans, on the scheduled day for trash pickup. All walls, fences and screens shall comply with any standards established pursuant to Article II (Architectural Control) of this Declaration as to size, color and other qualifications for permitted walls, fences and screens. Without limiting the Architectural Committee's authority to adopt more restrictive height limitations, no improvement within a Lot (including without limitation, any structures, walls, fences or screens) (other than improvements constructed by Declarant and/or as may be reconstructed in substantial compliance with that original construction from time to time) shall exceed six (6) feet in height unless a variance from such restriction is obtained from the Architectural Committee. Additionally, no structures shall be located within six (6) feet of whichever is more interior of (i) the property line of a Lot or (ii) the wall or fence surrounding that Lot, unless a variance from such restriction is obtained from the Architectural Committee.

Section 3.10 Antennae and Other Roof Structures. With the exception of a satellite dish, no television, radio, or other electronic towers, aerials, antennae or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on the Project unless and until the same shall have been approved in writing by the Architectural Committee. In no event shall any of the above described devices (including satellite dishes) be located anywhere other than attached to a house in a location behind the front fence, unless the same is contained within a building or underground conduits. Notwithstanding the foregoing, all restrictions on video or television antennas (including satellite dishes) shall be subject to all applicable federal, state and local laws, including, but not limited to, the Federal Telecommunications Act of 1996.

No appliances or installations on exterior roofs of structures shall be permitted unless they are installed in such a manner that they are not visible from the streets or other Lots, except as otherwise provided above with respect to a video or television antenna and except that attic ventilators and solar panels that are architecturally treated in conformity with guidelines contained in the Architectural Standards (subject to the provisions of Section 714 of the California Civil Code, as same may be amended from time to time) and that have been approved by the Architectural Committee pursuant to the provisions of Article II shall be permitted. Notwithstanding anything to the contrary contained herein, solar panels shall not be permitted on the front elevation of any home.

Section 3.11 Drainage. All drainage of water from any Lot shall drain or flow into adjacent streets or alleys and shall not be allowed to drain or flow upon, across, or under any other portion of the Project unless an easement for such purpose is granted. An Owner shall not alter the drainage of water that exists pursuant to the drainage plan originally created at the time of the initial sale of his or her Lot by Declarant except through the use of a positive drainage device approved by a licensed landscape architect or civil engineer that does not materially affect the concentration or flow direction of drainage water under said drainage plan. Each Owner shall also maintain in good condition and repair all gutters and other drainage devices installed upon his or her Lot.

Section 3.12 Party Walls. For purposes of this Declaration, a "Party Wall" is defined as any wall or fence that is either built as part of the original construction of any improvements within the Property or is built thereafter with the approval or deemed approval of the Architectural Committee and that is located and placed upon the dividing line between the two (2) Lots. The Owners who share a Party Wall shall equally have the right to use the interior surface of the wall or fence on the side of his/her Lot. Neither Owner shall use or permit to be used any portion of the wall or fence so as to interfere with the use and enjoyment of the other Owner. The Party Wall shall be considered to adjoin and abut against the property line from the bottom of the foundation over the full length and height thereof. In the event that it shall become necessary to perform normal maintenance to such Party Wall, and such maintenance affects more than the interior surface, then the expenses thereof shall be a joint expense of such adjoining Owners that shall be shared equally by the adjoining Owners. In the event that any portion of such Party Wall, except the interior surface, is damaged or injured from any cause other than the act of negligence or willful conduct of either Owner or person entering upon such Owner's Lot with Owner's consent, it shall be repaired or rebuilt at the joint expense of such adjoining Owners and such expense shall be shared equally by such adjoining Owners. In the event said Party Wall is damaged through the act or negligence or willful conduct of one of the Owners of the two Lots, or any person entering upon said Owner's Lot with Owner's consent (herein the "Lot Owner at fault") it shall be replaced or repaired, as applicable, by the other Lot Owner at the cost of the Lot Owner at fault, and the other Lot Owner shall have an action at law against the Lot Owner at fault for the cost of such replacement or repair, as applicable, together with any and all costs of suit and reasonable attorneys' fees. The Architectural Committee in accordance with such procedures shall arbitrate any dispute involving any Party Wall, and the decision of the Architectural Committee shall be binding upon all parties to such dispute.

Section 3.13 Windows. Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil, newspaper or other material not designed for use as a window cover. Window coverings may only be mounted on the interior of a structure, and are prohibited on the exterior thereof. All awnings, shade structures and covered or enclosed patios shall be subject to approval by the Architectural Committee.

Section 3.14 Backboards and other Sports Equipment. Unless otherwise approved by the Architectural Committee, no basketball backboards or other sports equipment or facilities may be installed anywhere within the Project; provided, however, that an Owner may erect a temporary basketball backboard if such temporary basketball backboard is stored out of sight from the streets at all times when not in use.

Section 3.15 Single-Family Residential. All Lots shall only be used for the residential purposes of a household except as provided in Section 3.1 above.

Section 3.16 Maintenance by Owner. The Owner of each Lot shall maintain his or her Lot including the improvements that are a part thereof in a clean and attractive condition. Without limiting the generality of the foregoing, the Owner of each Lot shall: (a) keep his or her Lot free from rubbish and litter, (b) maintain and keep in good condition and repair the dwelling located upon his or her Lot, (c) maintain in good condition and repair and adequately painted or otherwise finished all improvements that are from time to time a part of his or her Lot, and (d) maintain all paved surfaces on his or her Lot and keep them clean, reasonably dry and free of oil and other extraneous matter.

Section 3.17 Landscaping. All landscaping of every kind and character, within a Lot, including shrubs, trees, grass and other plants, shall be neatly trimmed and properly cultivated, irrigated and maintained continuously by the Owner at Owner's sole cost and expense. Any Lot acquired with a yard area that is partially or wholly unlandscaped at the time of acquisition must be fully landscaped in a manner so that the same will properly drain and so that the same may be properly irrigated by an appropriately installed irrigation system by the Owner at his sole cost and expense. All unlandscaped yard areas shall be landscaped as herein set forth within one (1) year after initial occupancy or close of escrow, whichever shall first occur. The use of water-intensive landscaping is prohibited. Low water use landscaping shall be installed pursuant to the provisions of Riverside County Ordinance No. 859 (as adopted and including any amendments thereto).

Section 3.18 Solar and Other Energy Saving Devices. No solar and other energy saving device or system that was not part of the original construction of the Lots shall be permitted to be installed without the prior written approval of the Architectural Committee.

Section 3.19 No Views. There are no views in the Project that are protected to any extent pursuant to this Declaration, and no Owner who becomes subject to the terms hereof shall thereby obtain any view rights whatsoever. Each Owner, by accepting a deed to a Lot, hereby acknowledges that any construction or installation by Declarant or by other Owners following required approvals may impair the view of such Owner, and each Owner hereby consents to such impairment.

Section 3.20 Limited Use Areas. Owners of Lots that contain an exclusive easement in favor of a utility company, special assessment district or similar entity for maintenance and repair, are prohibited from constructing any improvement, including without limitation, balconies and decks over or on such easement areas (the "**Limited Use Areas**"), or in any way interfering with the maintenance and repair obligations of any such entity with respect to the Limited Use Areas.

Section 3.21 Conservation Areas. Lots 16 through 21, inclusive, are subject to the Conservation Easement described in Section 4.6 below. The Owners of Lots 16 through 21 are bound by the terms, covenants, conditions and restrictions in the Conservation Easement.

Section 3.22 Pollutant Control.

(a) **NPDES Requirements.** The Project is subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System ("NPDES") adopted pursuant to the Federal Clean Water Act. Pursuant to a NPDES General Permit adopted by the state Water Resources Control Board and the county NPDES Storm Water Permit Program, Drainage Area Management Plan ("DAMP"), the applicable governing authority has adopted a Water Quality Management Plan for the Project ("Water Management Plan") which identifies certain Best Management Practices ("BMP") to reduce the discharge of pollutants to storm water facilities, before, during and after construction on the Project is completed. Owners shall comply with all applicable BMPs imposed by DAMP and the Water Management Plan, as amended.

(b) **Environmental Requirements.** To reduce and/or eliminate negative effects on the environment within the Project, all Owners and/or tenants, as applicable, shall:

(i) Not discharge toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, and other such fluids into the public right-of-way, or into storm drain or into the storm drain or storm water conveyance systems. Owners shall use and dispose of pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemical treatments in accordance with the recommended County guidelines on BMPs as prescribed, in their respective containers.

(ii) Use BMPs to eliminate or reduce surface pollutants when planning any changes to the landscaping and surface improvements to the Project.

Section 3.23 Compliance with Law. No Owner shall permit anything to be done or kept in its, his or her Lot that violates any law, ordinance, statute, rule, or regulation of any local, county, state, or federal body.

Section 3.24 Exceptions. The restrictions set forth in ARTICLE V and in this ARTICLE XI shall not and do not apply to any of the following:

(a) any part of the Project that is owned by any public body;

(b) any act done or proposed to be done upon the Project, or any condition created thereon, by any governmental agency or entity, or the agents or employees of any governmental entity acting in the scope of their authority as such agents or employees;

(c) any act done or proposed to be done upon the Project, or any condition created thereon, by any utility company (including, but not limited to, companies furnishing electric, gas, water, telephone, cable television and/or sewer service to all or parts of the Project), or the agents or employees of any such company, which act could be done by such company were this Declaration not made;

(d) any act done or proposed to be done upon the Project, or any condition created thereon, by Declarant or its successors, assigns, agents, employees, contractors or affiliates, in connection with the marketing and sales by Declarant, or an affiliate thereof, of homes or homesites, or in the course of planning for, preparing the Project for and/or construction upon the Project, or any Lot, of streets, utilities and residential buildings, and all

other original improvements, or in connection with the exercise of any easement reserved to Declarant in the ARTICLE IV (Easements) of this Declaration or in any conveyance document; provided, however, Declarant, in exercising all of its rights under this Declaration, shall not unreasonably interfere with the use of the Lots; and

(e) any act done or proposed to be done upon the Project or any condition created thereon by any person pursuant to court order or the order of any public officer or public agency; provided, however, the orders contemplated in this subparagraph are only those that are the result of action initiated by public officers or agencies and that embody mandatory requirements with penalties for non-performance and are not those orders that result from the application of private parties or are merely permissive.

ARTICLE IV.

EASEMENTS

Section 4.1 Amendment to Eliminate Easements. This Declaration cannot be amended to modify or eliminate the easements reserved to Declarant without prior written approval of Declarant, and any attempt to do so shall have no effect. Any attempt to modify or eliminate this Section shall likewise require the prior written approval of Declarant.

Section 4.2 Nature of Easements. Unless otherwise set forth herein, any easement reserved to Declarant herein shall be nonexclusive.

Section 4.3 Certain Rights and Easements Reserved to Declarant.

(a) Utilities. There is hereby reserved to Declarant, together with the right to grant and transfer the same to its successors and assigns, easements over the Project for the construction, installation, maintenance, restoration and repair of electric, telephone, cable television, water, gas, sanitary sewer lines, drainage facilities and a subterranean drain line as are needed to service the Project; provided, however, such easements shall not unreasonably interfere with the use and enjoyment by the Owners of their Lots.

(b) Cable Television. There is hereby reserved to Declarant, together with the right to grant and transfer the same to its successors and assigns, easements over the Project for the placement on, under or across the Project of transmission lines and other facilities for a community antenna television system and thereafter to own and convey such lines and facilities and the right to enter upon the Project to service, maintain, repair, reconstruct and replace said lines or facilities, together with the right to grant and transfer the same; provided, however, the exercise of such rights shall not unreasonably interfere with any Owner's reasonable use and enjoyment of his or her Lot.

(c) Water Rights. There is hereby reserved to Declarant with full right and power, among others, to transfer or assign to others or to use or utilize on any other property owned or leased by Declarant, any and all water rights or interests in water rights no matter how acquired by Declarant and owned or used by Declarant, in connection with or with respect to the Project, whether such water rights shall be riparian, overlying, appropriative, percolating,

prescriptive or contractual, provided, however, the reservation made herein shall not reserve to or for the benefit of Declarant any right to enter upon the surface of the Project in the exercise of such rights.

(d) Construction and Sales. There is hereby reserved to Declarant, together with the right to grant and transfer the same to its successors and assigns, sales agents and representatives and prospective purchasers of Lots, over the Project as the same may from time to time exist, easements for construction, display, maintenance, sales and exhibit purposes in connection with the sale or lease of Lots within the Project; provided, however, such easements shall not be for a period beyond the earlier of (i) ten (10) years from the conveyance of the first Lot by Declarant to a Resident Owner or (ii) the sale of all Lots within the Project to Resident Owners, and provided further that no such use by Declarant or others shall otherwise unreasonably restrict the Owners in the reasonable use and enjoyment of the Project.

(e) Emergency Vehicle Access. There is hereby reserved to Declarant, together with the right to grant and transfer the same to its successors and assigns, easements over the Project for fire department and other emergency vehicle access, as needed to service the Project; provided, however, that such easements shall not unreasonably interfere with the use and enjoyment by the Owners of their Lots.

(f) Drainage. There is hereby reserved to Declarant, together with the right to grant and transfer same, an easement appurtenant to each Lot for surface drainage to and across any contiguous portion of the Project for drainage over, under, through and across any drainage improvements therein that were installed by Declarant for the purpose of accepting such drainage.

(g) Conservation. There is hereby reserved to Declarant, together with the right to grant and transfer same, easements over the Property for the purpose of habitat preservation and/or related purposes.

(h) Mailboxes. There is hereby reserved to Declarant, together with the right to grant and transfer same, easements over the Property to the extent necessary to comply with any requirements of the United States Postal Service and the appropriate public agency to cluster or individually locate mailboxes for the delivery, deposit and pickup of United States mail.

(i) Special Tax Assessment District. There is hereby reserved to Declarant, together with the right to grant and transfer same, the right to establish, in cooperation with the County, a special tax assessment district (i.e. Community Facilities District No. 17-1M) for the ownership and maintenance (and/or other functions) of: (1) Lot 23 of Tract 36894 and all improvements thereon (including, but not limited to, landscaping, irrigation, fire fuel modification areas, walls/fences, lighting, utilities, monumentation, mailboxes, walking paths, and seating areas); and (2) any or all portion(s) of Lot 24 of Tract 36894 (and all improvements thereon, including, but not limited to, detention basins, drainage facilities, fire fuel modification areas, vehicular and walking paths, walls/fences, utilities, lighting, landscaping, and irrigation) that are not conveyed to RCRCDC by the Grant Deed that is described in the Donation Agreement dated November 15, 2016 by and between Declarant and RCRCDC, as well as for the maintenance (and/or other functions) of all portions of Lots 8, 9, and 16 through 21, inclusive, and all

improvements thereon, over which Declarant shall grant an easement therefor. All resulting taxes and assessments of such special tax assessment district shall be assessed to Lots 1 through 22, inclusive. Furthermore, there is hereby reserved to Declarant, together with the right to grant and transfer same, the right to convey, if requested by the County to do so, all or a portion of the above-described Lots 23 and 24 in fee and easements over Lots 8, 9 and 16 through 21 to the district established pursuant to this Section.

Section 4.4 Certain Easements for Owners.

(a) Rights and Duties: Utilities and Cable Television. Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Project, Declarant hereby reserves to itself, its successors and assigns, and hereby grants to the Owners of any Lot served by said connections, lines or facilities, easements and rights to the full extent necessary for the full use and enjoyment of such portion of such connections that service that Lot, and to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided that such entry shall be during normal business hours, except for emergencies, and such Owner or utility company shall promptly repair any damage to a Lot caused by such entry as promptly as possible after completion of work thereon.

(b) Rain Water Drainage Easements. Declarant hereby reserves to itself, its successors and assigns, and hereby grants to all Owners, nonexclusive easements in and over portions of Lots, which easements are hereby granted for the purpose of the installation and placement of drainage pipes in the locations as initially installed by Declarant in order to drain rain water from roofs or Lots; provided, however, that Declarant shall be under no obligation to install or place such drainage pipes. No Owner shall interfere with the operation of such drainage pipes, gutters or any other drainage devices installed by Declarant.

(c) Slopes. Declarant hereby reserves to itself, its successors and assigns, and hereby grants to the Owner of each Lot (the "**Subject Lot**") nonexclusive easements in and over those portions of Lots adjacent to the Subject Lot (the "**Adjacent Lots**") that comprise slopes and drainage ways, together with ingress and egress over the Adjacent Lot for access thereto, when such access is essential for the maintenance or stabilization of such slopes or drainage. The Owner of the Subject Lot shall have the right at all reasonable times and upon prior notice to the Owner of the Adjacent Lot (except that notice shall not be required in the event of an emergency) to enter upon the Adjacent Lot in order to perform work related to the maintenance or stabilization of the slopes and drainage ways; provided, however, that the Owner of the Subject Lot is responsible for repairing any damage to the Adjacent Lot and restoring the Adjacent Lot to its previous condition within a reasonable time to the extent such damage could have been avoided using reasonable care and to the extent such restoration can be affected using reasonable efforts. The Owner of the Subject Lot shall not be responsible for damage to flatwork, softscape landscaping or other items permitted to exist in the Adjacent Lot to the extent such damage could not be reasonably avoided in connection with such entry upon the Adjacent Lot for authorized purposes. Such damage shall be the responsibility of the Owner of the Adjacent Lot. In addition, the Owner of the Subject Lot shall use reasonable efforts to consult

with the Owner of the Adjacent Lot and use his/her reasonable efforts to minimize any inconvenience to the Owner of the Adjacent Lot that may be caused by the Subject Lot Owner's exercise of the easement reserved by this Section 4.4(c).

(d) Mailboxes. Declarant hereby reserves to itself, together with the right to grant and transfer same, and Declarant hereby grants to each Owner, nonexclusive easements over the affected portions of the Property for the location of clustered and individual mailboxes as required by the United States Postal Service, for the delivery, deposit and pickup of mail, for the maintenance of such mailboxes and for ingress and egress to and across that portion of the Property as is reasonably necessary for each Owner to access the mailbox that services his or her Lot.

(e) Architectural Committee. Declarant hereby reserves to itself, together with the right to grant and transfer same, and Declarant hereby grants to each Owner, nonexclusive easements over the Property necessary or required for the purpose of permitting the Architectural Committee, Declarant, its agents, owners and others to discharge their rights and obligations and effectuate all terms and provisions of this Declaration.

Section 4.5 Support, Settlement and Encroachment. There is hereby reserved to Declarant and its successors and assigns the following reciprocal easements, which easements are hereby granted to the Owners, for the purposes set forth below:

(a) an easement appurtenant to each Lot that is contiguous to another Lot, which Lot shall be the dominant tenement and the contiguous Lot shall be the servient tenement;

(b) the easements described in this Section shall be for the purposes of:

(i) engineering errors, errors in original construction and support and accommodation of the natural settlement or shifting of structures;

(ii) encroachment by reason of a roof or eave overhang from a Lot and for the maintenance of such roof or eave overhang by the Owner of the dominant tenement; and

(iii) encroachment of fireplaces, doorsteps, foundation footings, garage doors, utilities and other appurtenances or fixtures and the maintenance thereof by the Owner of the dominant tenement that, in the construction of the structures upon the dominant tenement or from any reconstruction or modifications of such structures, project beyond the external surface of the outer walls of such structures.

Section 4.6 Conservation Easement.

Lots 16 through 21, inclusive, are subject to the Conservation Easement Deed (the "Conservation Easement") that is described in the Donation Agreement dated November 15, 2016 by and between Declarant and RCRC, and Declarant and Resident Owners (and their successors in interest) of said lots are bound by the terms, covenants, conditions and restrictions therein. Resident Owners of Lots 16 through 21 shall incorporate the terms of the Conservation Easement by reference in any deed or other legal instrument by which a respective Resident Owner divests itself of any interest in all or any portion of its Property, including, without limitation, a

leasehold interest. Resident Owners of Lots 16 through 21 shall give prior written notice to RCRC D of their intent to transfer any interest in their respective Property within the timeframe specified within the Conservation Easement. RCRC D shall have the right to prevent transfers in which prospective transferees are not given notice of the terms, covenants, conditions and restrictions of the Conservation Easement.

ARTICLE V.

GENERAL PROVISIONS

Section 5.1 Enforcement.

(a) Enforcement by Declarant and/or Owners. Declarant and/or any Owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration or any amendment or supplement thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations, the right to cause said violation to be remedied, and the right to recover damages for such violation and/or attempted violation.

(i) During reasonable hours and after reasonable notice, Declarant or any agent of Declarant, so long as Declarant is an Owner, or any member of the Architectural Committee, or any agent thereof, shall have the right to enter upon and inspect any Lot and the improvements thereon for the purpose of ascertaining whether the provisions of this Declaration are being complied with, and no person gaining entry pursuant hereto shall be deemed guilty of trespass by reason thereof.

(ii) Should any Owner fail to comply with any provisions of this Declaration, and should any such failure of an Owner continue for a period of thirty (30) days following written notice of such failure from the Architectural Committee to said Owner, the Architectural Committee shall have the right, but not the duty, to correct such noncompliance and the costs thereof shall be borne by said Owner; provided, however, that in the event such costs are not paid to the Architectural Committee within thirty (30) days after the Architectural Committee has furnished a statement to said Owner, the Architectural Committee shall have the right, but not the duty, to institute court proceedings against said Owner to recover such costs, plus attorneys' fees and court costs. The foregoing notwithstanding, the Architectural Committee shall have the right to sue and collect such costs before correcting such noncompliance. No one or more failures or refusals by the Architectural Committee to eliminate said noncompliance shall be construed as a waiver of the right of the Architectural Committee to eliminate any noncompliance herewith at a later time as to the same or a different matter.

(iii) Noting in this Declaration shall be deemed to require the Declarant to enforce any covenant, condition, restriction, easement charge or provision of this Declaration.

(b) Enforcement by County. The County shall have the right, but not the obligation, to enforce, by proceedings at law or in equity, any or all of the covenants, conditions and restrictions imposed by this Declaration, as well as the Water Quality Management Plans, including, without limitation, the right to prosecute a proceeding, at law or in equity, against the

person or persons who have violated, or are attempting to violate, any of said covenants, conditions or restrictions, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation. In accordance with any applicable ordinance of the County, the County may be allowed to maintain the Lots and place a special assessment on the tax bills of the individual Lot Owners in the event said Owners fail to maintain said Lots in accordance with the provisions of this Declaration.

(c) A property owners' association shall be established or, if dormant, activated, by incorporation or otherwise, at the request of the County of Riverside, the Riverside-Corona Resource Conservation District, or Community Facilities District NO. 17-1M TR36894 and the property owner's association shall unconditionally accept from that aforementioned local agency, upon that local agency's demand, title to all or any part of Lot 23, Lot 24 or any combination of both, such lots which are more particularly described on Exhibit A, attached hereto. The decision to require activation of the property owners' association and the decision to require that the association unconditionally accept title to all or any portion of Lot 23, Lot 24 or any combination of both shall be at the sole discretion of the County of Riverside, the Riverside-Corona Resource Conservation District, or Community Facilities District # NO. 17-1M Tract Map 36894.

In the event that all or any part of Lot 23, Lot 24, or any combination of both, is conveyed to the property owners' association, the association, thereafter, shall own such property, shall manage and continuously maintain such property, and shall not sell or transfer such property, or any part thereof, absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. The property owners' association shall have the right to assess the owner of each individual lot or unit for the reasonable cost of maintaining such property, and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment. An assessment lien, once created shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

This Declaration shall not be terminated, "substantially" amended, or property deannexed therefrom absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered "substantial" if it affects the extent, usage or maintenance of all or any portion of Lot 23, Lot 24, or any combination of both lots.

In the event of any conflict between this Declaration and the Articles of Incorporation, Bylaws, or the property owners' association Rules and Regulations, if any, this Declaration shall control.

Section 5.2 No Waiver. Failure by any party to enforce any covenant, condition, or restriction contained in this Declaration in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition or restriction.

Section 5.3 Cumulative Remedies. All rights, options and remedies of Declarant (so long as Declarant is an Owner) and the Owners are cumulative, and not one of them shall be exclusive of any other, and Declarant (so long as Declarant is an Owner) and the Owners shall

have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief that may be provided by law whether or not stated in this Declaration.

Section 5.4 Severability. Invalidation of any one or a portion of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5.5 Covenants to Run with the Land; Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Project and shall inure to the benefit of and be enforceable by Declarant or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners and seventy-five percent (75%) of the Institutional Mortgagees, based on one (1) vote for each First Mortgage held, has been recorded at least one (1) year prior to the end of any such period, agreeing to terminate said covenants, conditions and restrictions in whole or in part.

Section 5.6 Sale or Title Transfer. Any Resident Owner, prior to the sale or transfer of his or her interest, must provide the prospective purchaser with a copy of this Declaration.

Section 5.7 Priority of Mortgage Lien. No breach or amendment of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall affect, impair, defeat or render invalid the lien or charge of any First Mortgage made in good faith and for value encumbering any Lot, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot except as otherwise provided in this Article.

Section 5.8 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract and for the maintenance of the Project. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5.9 Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

Section 5.10 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by Declarant or any Owner. Such remedy shall be deemed cumulative and not exclusive.

Section 5.11 Attorneys' Fees. In the event action is instituted to enforce, or to restrain the violation of, any of the provisions contained in this Declaration, the party prevailing in such

action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such action.

Section 5.12 Notices. Any notice to be given to an Owner under the provisions of this Declaration shall be in writing and may be delivered as follows:

(a) notice to an Owner shall be deemed to have been properly delivered when delivered to the Owner's Lot, whether said Owner personally receives said notice or not, or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Architectural Committee for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Lot. Any notice so deposited in the mail within the County shall be deemed delivered forty-eight (48) hours after such deposit. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivery on all such co-Owners;

(b) notice shall be deemed to have been properly delivered to the Architectural Committee when placed in the first class United States mail to the address furnished by the Architectural Committee;

(c) the affidavit of an member or authorized agent of the Architectural Committee declaring under penalty of perjury that a notice has been mailed to any Owner or Owners shall be deemed conclusive proof of such mailing, whether or not such notices are actually received.

Section 5.13 Obligations of Declarant. So long as Declarant owns any portion of the Project, Declarant shall not be subject to the provisions of ARTICLE II (Architectural and Landscape Control) of this Declaration or the provisions of ARTICLE III (Use Restrictions) of this Declaration to the extent necessary to exercise Declarant's rights and fulfill Declarant's duties with regard to the development and disposal of the Project.

Section 5.14 Assignment of Declarant's Rights/Duties. Any or all of the rights and/or duties, if any, of Declarant herein may be assigned to any other person or entity, and upon any assignment, any such person or entity shall, to the extent of such assignment, have the same rights and/or duties as are given to and/or assumed by Declarant herein, and, thereupon Declarant shall be relieved of the performance of any further duty, if any, hereunder to the extent set forth in such assignment.

Section 5.15 Effect of Declaration. This Declaration is made for the purposes set forth in the Recitals to this Declaration and Declarant makes no warranty or representation, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

Section 5.16 Personal Covenant. To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Owner of such Lot and Declarant or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner.

Section 5.17 Non-Liability of Officials. To the fullest extent permitted by law, neither the Architectural Committee nor any member or authorized agent of the Architectural Committee shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications, course of action, act, omission, error, negligence or the like, including without limitation a decision not to institute inspections for alleged defects or a decision not to file a lawsuit on behalf of the Architectural Committee within the time limits provided by the statute of limitations, made in good faith within which such committee or persons reasonably believed to be the scope of their duties and/or in the interests of the committee or its members.

Section 5.18 Leases. Any agreement for the leasing or rental of a Lot (hereinafter in this Section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the lease. Any Owner who shall lease his or her Lot shall be responsible for assuring compliance by such Owner's lessee with this Declaration. No Lot shall be leased for transient or hotel purposes, which shall be defined as rental for any period less than one hundred eighty (180) days or any rental whatsoever if the occupants of the Lot are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen service or bellboy service.

Section 5.19 Construction by Declarant. Nothing in this Declaration shall limit the right of Declarant to alter the Lots or to construct such initial or additional improvements as Declarant deems advisable prior to completion of improvements upon and the sale of the entire Project. In amplification but not limitation of the foregoing, Declarant shall not be subject to the provisions set forth in ARTICLE II, above, entitled "Architectural and Landscape Control." Such right shall include but shall not be limited to erecting, constructing and maintaining on the Project such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease or otherwise. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchaser from Declarant to establish on the Project additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Project. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. The rights of Declarant hereunder may be assigned to any successor or successors to all or part of said entity's respective interest in the Project, by an express assignment incorporated in a recorded deed or lease, as the case may be, transferring such interest to such successor. Declarant shall exercise its rights contained in this provision in such a way as to not unreasonably interfere with the Owners' rights to use and enjoy the Project.

Section 5.20 Amendments. Subject to the other provisions of this Declaration, this Declaration may be amended as follows:

(a) prior to the close of the first sale of a Lot by Declarant to an Owner other than Declarant, amendments or modifications shall be effective when executed by Declarant and recorded in the Official Records of the County. After the close of the first sale of a Lot by Declarant to an Owner other than Declarant, amendments or modifications shall be effective

when executed by Owners of fifty-one percent (51%) of the Lots within the Project and recorded in the Official Records of the County; provided, however, that so long as Declarant is an Owner, Declarant must consent in writing to such amendment or modification for the same to be valid. In the event a Lot is owned by more than one Owner, any one of the co-Owners may sign such instrument on behalf of all such co-Owners;

(b) notwithstanding any other provisions of this Section, for so long as Declarant owns any portion of the Project, Declarant may unilaterally amend this Declaration by recording a written instrument signed by Declarant in order to conform this Declaration to the requirements of the VA, the BRE, FNMA, GNMA or FHLMC then in effect; and

ARTICLE VI.

DISPUTE RESOLUTION

Section 6.1 Dispute with Declarant. Prior to any Owner commencing any proceeding to which Declarant is a party, including but not limited to an Alleged Defect (as that term is defined below), Declarant shall have the right to meet and confer with the Claimant (as that term is defined below) and shall have the right to cure the Alleged Defect as set forth in Section 6.4, below.

Section 6.2 Election to Opt Out of Civil Code Sections 910-938; Alternative Method for Resolving Disputes. DECLARANT HEREBY INFORMS ALL OWNERS THAT DECLARANT HAS ELECTED NOT TO ENGAGE IN, FOLLOW, NOR BE BOUND BY, CIVIL CODE SECTIONS 910-938. Notwithstanding any provision of this Declaration to the contrary, (i) Declarant, its officers, directors, partners, members, employees, agents, successors and assigns; (ii) the Architectural Committee and its committee members; (iii) all persons subject to this Declaration, including, without limitation, any Owner (except to the degree the procedures set forth in this ARTICLE VI are contrary to any contractual obligation between any Owner and the Declarant); (iv) any contractor, subcontractor, consultant, design professional, engineer or supplier who provided labor, services or materials to the Project and who is bound or has agreed to be bound to this ARTICLE VI (individually, a "Builder" and, collectively, the "Builders"); and (v) any person or entity not otherwise subject to this Declaration who agrees to be bound to this ARTICLE VI (each such person or entity described in this Section 6.2 being referred to herein as a "**Bound Party**") covenants and agrees that all Disputes (as defined in Section 6.3) shall be subject to the provisions set forth in Section 6.4 prior to the inception of any alternative dispute resolution procedure.

Section 6.3 Disputes.

(a) Unless specifically exempted below, all claims, grievances and disputes between any of the Bound Parties regardless of how the same might have arisen or on what it might be based, including, but not limited to, disputes (a) arising out of or relating to the interpretation, application or enforcement of this Declaration, obligations and duties of any Bound Party under this Declaration, (b) relating to the planning, design, engineering, grading,

construction or other development of the Project; or (c) based upon any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party, shall be "Disputes" subject to the provisions of Section 6.4 and Section 6.5, below.

(b) Notwithstanding the provisions of Section 6.3(a), above, unless all parties thereto otherwise agree, the following shall not be "Disputes" and shall not be subject to the provisions of this ARTICLE VI:

(i) Any suit by the Architectural Committee or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Architectural Committee's ability to act under and enforce the provisions of ARTICLE III (entitled "Use Restrictions"); or

(ii) Any suit between or among Resident Owners that does not include Declarant, or a Builder as a party, if such suit asserts a Dispute that would constitute a cause of action independent of this Declaration.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in this ARTICLE VI.

Section 6.4 Notice and Right to Cure.

(a) Any Bound Party having a Dispute ("**Claimant**") against any other Bound Party ("**Respondent**") (the Claimant and the Respondent, being individually referred to herein as a "**Party**," or, collectively, as the "**Parties**") shall notify each Respondent in writing (the "**Notice**"), as soon as is reasonably possible after the Claimant becomes aware of the Dispute, stating plainly and concisely:

(i) The nature of the Dispute, including the Parties involved and Respondent's role in the Dispute;

(ii) The legal basis of the Dispute (i.e., the specific authority out of which the Dispute arises);

(iii) The proposed remedy; and

(iv) The fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Dispute.

(b) Tolling of Statute of Limitations. Except as provided in this Section 6.4(b), the Notice shall, upon mailing, toll all statutory and contractual limitations on actions against all Parties who may be responsible for the Disputes, whether named in the Notice or not, including claims for indemnity applicable to the Dispute, for a period of 180 days or such longer period as may be agreed to in writing between the Parties; provided, however, at any time, Declarant may give written notice (the "**Cancellation Notice**") to cancel the tolling of the statute of limitations provided in this Section 6.4(b). Upon delivery of a Cancellation Notice, the Parties shall be relieved of any further obligations to satisfy the requirements of this Section 18.4(b) except that

Claimant shall not be relieved of the obligations under Section 6.4(f), below. The tolling of all applicable statutes of limitations shall cease sixty (60) days after a Cancellation Notice is delivered to the Claimant.

(c) Alleged Defect. In the event that any Claimant asserts any Dispute(s) that any Lot and/or any improvement constructed on the Project, is deficient, inadequate, incomplete, or otherwise defective or that Declarant or any Builder was negligent in the planning, design, engineering, grading, construction or other development of the Project (collectively, an "**Alleged Defect**"), Declarant hereby reserves the right for itself and any successor, assign or agent to inspect, repair and/or replace such Alleged Defect as set forth herein.

(d) Meet and Confer; Inspection.

(i) Within a reasonable time after the receipt by Declarant of Claimant's Notice, which period shall not exceed sixty (60) days, the Parties to the Dispute shall participate in an initial meeting at a mutually acceptable place and time to explain their positions to each other and confer in good faith in an effort to resolve the Dispute, including, without limitation, discussion of available alternative processes for resolving the Dispute, available processes for reducing costs or losses by the involved Parties, and the scope of discovery, if any, to be conducted prior to the inception of any alternative dispute resolution procedure. In the event the Dispute involves all or a portion of the Property or the improvements thereto, then at such meeting and at other mutually agreeable times, the Parties shall have full access to that portion of the Property and the improvements that are the subject of the Dispute for purposes of inspection. Claimant shall provide Declarant with access to Claimant's Lot for inspection and testing purposes, including testing that may cause physical damage to any property within the Project, in order to evaluate such Alleged Defect. If the Claimant has conducted inspection and testing prior to the date Declarant received the Notice asserting an Alleged Defect, the Claimant shall make available to the Declarant for inspection and testing at least those areas inspected or tested by the Claimant. The Declarant shall further have the right, upon reasonable notice to Claimant and the Owners of Lots upon which the Declarant intends to enter, during normal business hours to enter onto or into, as applicable, the Project, including, without limitation, any residential dwelling unit or other improvement constructed within the Project, for the purposes of inspection and testing (including testing that may cause physical damage to any property in the Project) in order to evaluate the Alleged Defect, and each Owner shall make such areas available to Declarant for inspection and testing. The inspection and testing shall be completed within a reasonable period of time, taking into consideration the nature of the Alleged Defect and other circumstances affecting the inspection and testing. If Declarant does not timely complete the inspection and testing, Claimant shall be relieved of any further obligations to satisfy the requirements of this Section 6.4; provided, however, that Claimant shall not be relieved of the obligations under Section 6.4(f), below. In conducting such inspection and testing, the Declarant shall be entitled to take any actions it deems reasonable and necessary under the circumstances. The Declarant shall pay all costs of inspection and testing that is requested by the Declarant, shall restore the property to the condition that existed immediately prior to the testing, and shall indemnify each Owner of a Lot upon which the Declarant enters for the purposes of inspection and testing for any damages resulting from such inspection and testing. The results of the inspection and testing shall not be inadmissible in evidence in any civil action solely because the inspection and testing was conducted pursuant to this Section.

(ii) Any resolution of the Dispute agreed to by the Parties pursuant to this Section 6.4 shall be memorialized in writing and signed by the Parties, and such agreement shall bind the Parties to the Dispute and shall be enforceable so long as the agreement is not in conflict with law or this Declaration.

(e) At any time after any Notice is delivered pursuant to this Section, the Parties may agree in writing to modify or excuse any of the time periods or other obligations imposed by this Section. All notices, requests, statements, or other communications required pursuant to this Section shall be delivered by first-class registered or certified mail, return receipt requested, or in any manner in which it is permissible to serve a summons pursuant to Section 415.10 or 415.20 of the California Code of Civil Procedure.

(f) Any judgment or award in connection with any legal action, cause of action, proceeding, reference or arbitration against the Declarant alleging damages (1) for the costs of repairing or the replacement of any Alleged Defect, (2) for the diminution in value of any real or personal property resulting from such Alleged Defect, or (3) for any consequential damages resulting from such Alleged Defect shall first be used to correct and/or repair such Alleged Defect or to reimburse the Claimant for any costs actually incurred by such Claimant in correcting and/or repairing the Alleged Defect.

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

Section 6.5 Mediation. If the Parties cannot resolve the Dispute pursuant to the procedures described above (including, if applicable, Civil Code Section 6000 procedures), either Party may request that the matter be submitted to mediation and if the other Parties agree, the matter shall be submitted to mediation pursuant to this Section 6.5. Such mediation shall be conducted by JAMS pursuant to the mediation procedures adopted by JAMS or its successor or, in the event that JAMS or its successor is for any reason unwilling or unable to serve as the mediation service, the parties shall select another reputable mediation service. If the Parties are unable to agree on an alternative service, then either party may petition any court of competent jurisdiction in the county in which the Project are located to appoint such an alternative service, which appointment shall be binding on the parties. The rules and procedures of such alternative service in effect at the time of the initiation of the mediation shall be followed. No person shall serve as a mediator in any dispute in which the person has any financial or personal interest in the result of the mediation, except by the written consent of all Parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt commencement of the mediation process.

(a) **Position Memoranda; Pre-Mediation Conference.** Within ten (10) days of the selection of the mediator, each Party shall submit a memorandum setting forth its position with regard to the issues that need to be resolved. The mediator shall have the right to schedule a

pre-mediation conference and all Parties shall attend unless otherwise agreed. The mediation shall be commenced within ten days following the submittal of the memoranda and shall be concluded within fifteen (15) days from the commencement of the mediation unless the parties mutually agree to extend the mediation period. The mediation shall be held in Riverside County, California, or such other place as is mutually acceptable by the Parties.

(b) **Conduct of Mediation.** The mediator shall have discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for settlement of the dispute. The mediator shall be authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator also may obtain expert advice concerning technical aspects of the dispute, provided the Parties shall assume the expenses of obtaining such advice. The mediator shall not have the authority to impose a settlement on the parties.

(c) **Evidence Exclusion Agreement.** Prior to the commencement of the mediation session, the mediator and all parties to the mediation shall execute an agreement pursuant to California Evidence Code Section 1152.5(c) *et seq.* in order to exclude the use of any testimony or evidence produced at the mediation in any subsequent dispute resolution forum, including, but not limited to court proceedings or reference proceedings. Pursuant to California Evidence Code Section 1152.5(c) *et seq.*, the agreement specifically shall state that evidence of anything said or of any admission made in the course of the mediation is not admissible evidence, and disclosure of any such evidence shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given. Unless the document provides otherwise, no document (or copy thereof), prepared for the purpose of, or in the course of, or pursuant to the mediation, is admissible in evidence, and disclosure of any such document shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given. The provisions of California Evidence Code Sections 1115 through 1128 also shall be applicable to such mediation process.

(d) **Persons Permitted at Sessions.** Persons other than the Parties, the representatives and the mediator may attend mediation sessions only with the permission of the Parties and the consent of the mediator. Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. All records, reports or other documents received by the mediator while serving in such capacity shall be confidential. There shall be no stenographic record of the mediation proceedings.

(e) **Expenses.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, expense of witnesses and/or the cost of any proofs or expert advice produced at the request of the mediator, shall be borne equally by the parties unless they agree otherwise. Each Party to the mediation shall bear its own attorneys' fees and costs in connection with such mediation.

Section 6.6 ARBITRATION OF DISPUTES. If the Parties have not reached an enforceable agreement of their dispute through negotiation or mediation, then, except for disputes subject to arbitration under the limited home warranty provided by declarant, the dispute shall be submitted to arbitration pursuant to this section 6.6 without

the need to again comply with the procedures set forth in Section 6.4 or Section 6.5. Any and all such unresolved disputes shall be submitted to arbitration in accordance with the following rules and procedures:

(a) All disputes shall be arbitrated pursuant to, and shall be resolved by and pursuant to, the arbitration rules and procedures of Demars and Associates, Ltd. ("Demars") or Construction Dispute Resolution Services, LLC ("CDR") in effect at the time the request for arbitration is submitted. Such rules and procedures are available for review at the following websites:

For Demars: <http://www.demarsassociates.com>

For CDR: <http://constructiondisputes-cdrs.com>

(b) In the event that both Demars and CDR are unable or unwilling to conduct or are disabled from conducting such arbitration, the arbitration shall be submitted to arbitration by and pursuant to rules of an alternative arbitration service provider selected in accordance with the agreement of the Parties. If the Parties are unable to agree upon an alternative arbitration service provider, then either Party may petition any court of competent jurisdiction in the county to appoint such an alternative service provider, which appointment shall be binding on the Parties. The rules and procedures of such alternative arbitration service provider in effect at the time the request for arbitration is submitted shall be followed.

(c) Notwithstanding any provision of this Section 18.6 to the contrary, either Party may use small claims court as an alternative to arbitration of a dispute if the amount in controversy is within the jurisdictional limits of small claims court.

(d) General Provisions.

(i) This section 6.6 shall inure to the benefit of, and be enforceable by, the Declarant's subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person whom the Claimant contends is responsible for any alleged defect in or to the Property or an improvement thereto. The Parties contemplate the inclusion of such parties in any arbitration of a dispute and agree that the inclusion of such parties will not affect the enforceability of this arbitration agreement. Any Party shall be entitled to recover reasonable attorneys' fees and costs incurred in enforcing this Section 6.6, and the arbitrator shall have sole authority to award such fees and costs.

(ii) The arbitrator shall be authorized to provide all recognized remedies available in law or in equity for any cause of action that is the basis of the arbitration. The decision of the arbitrator shall be final and binding. An application to confirm, vacate, modify or correct an award rendered by the arbitrator shall be filed in any court of competent jurisdiction in the county in which the property is located.

(iii) This arbitration agreement shall be deemed to be a self-executing arbitration agreement. Any dispute concerning the interpretation or the enforceability of this Section 6.6, including, without limitation, its revocability or

voidability for any cause, any challenges to the enforcement or the validity of this agreement, or this Section 6.6, or the scope of arbitrable issues under this Section 6.6, and any defense relating to the enforcement of this Section 6.6, including without limitation, waiver, estoppel, or laches, shall be decided by an arbitrator in accordance with this Section 6.6 and not by a court of law.

(iv) The participation by any Party, or any Party whom an Owner contends is responsible for a dispute, in any judicial proceeding concerning this Section 6.6 or any matter arbitrable hereunder shall not be asserted or accepted as a reason to delay, stay, or refuse to participate in, or to refuse to enforce this Section 6.6, including instances in which the judicial proceeding involves parties not subject to this Section 6.6 and/or who cannot otherwise be compelled to arbitrate.

(v) Except as agreed by the Parties pursuant to an enforceable provision to the contrary, in the event of a dispute involving the Declarant and only one (1) Resident Owner, the Declarant shall advance the fees necessary to initiate the arbitration; in all other disputes, such fees shall be shared equally by the Parties to the arbitration; provided, however, the administration fees and any other fees and costs of the arbitration shall ultimately be borne as determined by the arbitrator.

(vi) This Declaration involves and concerns interstate commerce and this Section 6.6 is governed by the provisions of the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule. Accordingly, any and all disputes not otherwise resolved through negotiation or mediation in accordance with Section 6.5 shall be arbitrated – which arbitration shall be mandatory and binding – pursuant to the Federal Arbitration Act, and to the extent that any state or local law, ordinance, regulation, or judicial rule is inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

(vii) The arbitrator appointed to serve shall be a neutral and impartial individual.

(viii) The venue of the arbitration shall be in the county where the property is located unless the Parties agree in writing to another location.

(ix) Prompt and timely commencement of the arbitration shall be required in accordance with (i) the above-referenced rules of the arbitration, or if the rules do not specify a date by which the arbitration must commence, then (ii) a date as agreed to by the Parties, and if they cannot agree, (iii) a date determined by the arbitrator(s).

(x) Prompt and timely conclusion of the arbitration shall be required, including the issuance of any decision or ruling following the proceeding or hearing.

(xi) If any provision of this Section 18.6 shall be determined by the arbitrator or by any court to be unenforceable or to have been waived, the remaining

provisions shall be deemed to be severable therefrom and enforceable according to their terms.

Each Owner, by acceptance of a deed to a Lot agrees to have any dispute arising out of the matters included in this Section 6.6 entitled "Arbitration of Disputes" decided by neutral, binding arbitration in accordance with the Federal Arbitration Act and the California Arbitration Act, to the extent the California Arbitration Act is not inconsistent with the Federal Arbitration Act, and such Owner is giving up any rights it might possess to have the dispute litigated in a court or jury trial or other proceeding. Each Owner, by acceptance of a deed to a Lot, is giving up its judicial and/or statutory rights to discovery, trial and appeal, except to whatever extent any rights are specifically included in this arbitration agreement. If an Owner refuses to submit to arbitration, (i) such Party may be compelled to arbitrate under the Federal Arbitration Act and the California Arbitration Act, to the extent the California Arbitration Act is not inconsistent with the Federal Arbitration Act, and/or (ii) arbitration may go forward in the absence of the refusing Party.

Section 6.7 Civil Code Provisions. In the event of a Dispute that is subject to both this Section 6.7 and the provisions of California Civil Code Section 5925 et seq., then the parties to such Dispute shall comply both with the provisions of this Section 6.7 and any additional requirements of California Civil Code Section 5925 et seq.

Section 6.8 Amendment of Article. Without the express prior written consent of Declarant, this ARTICLE VI may not be amended for a period of twenty years from the effective date of this Declaration.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

"DECLARANT"

RIVERSIDE-PRAED STREET 22, LLC,
a Delaware limited liability company

By: Griffin Residential III, LLC,
a California limited liability company

Its: Manager

By: _____
Name: JAW GRIFFIN
Its: MANAGER

ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____
(insert name and title of the officer above)

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)

ACKNOWLEDGMENT BY NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On December 23, 2016 before me, Patricia Napasindayao, a Notary Public, personally appeared, Ian Griffin, 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.

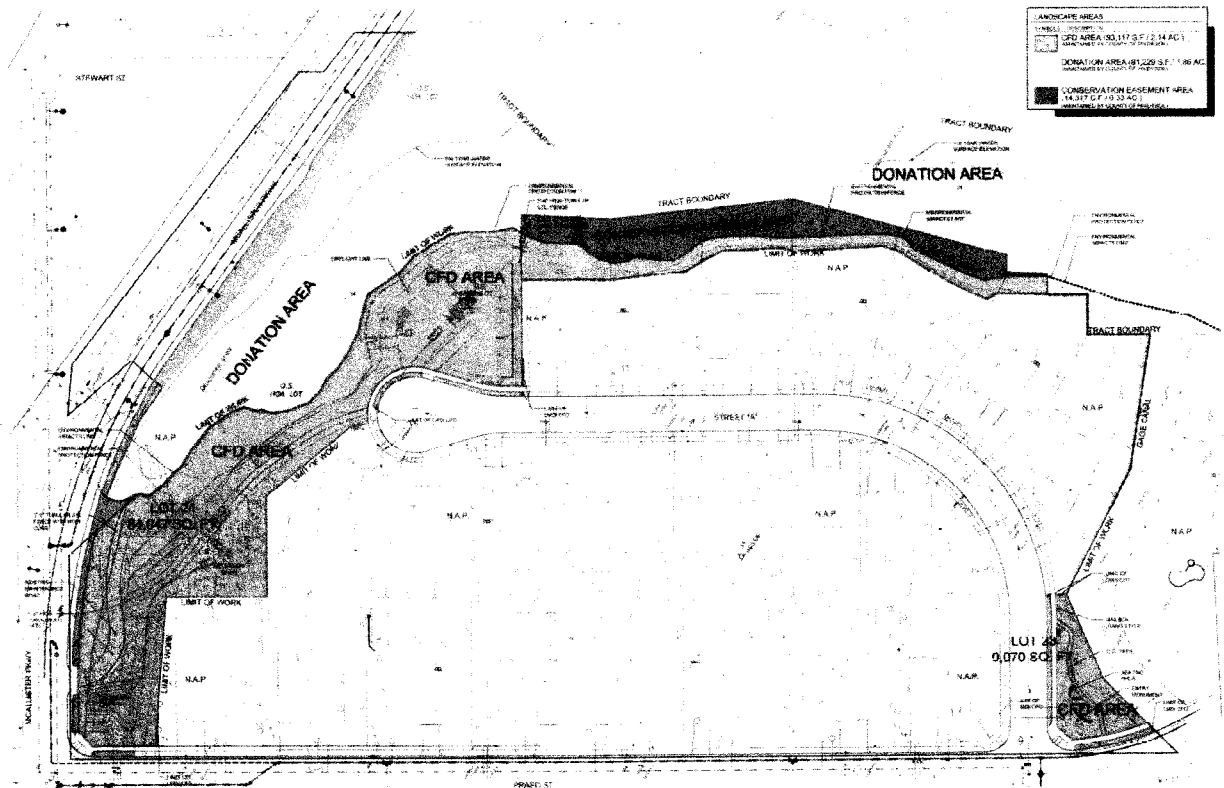
WITNESS my hand and official seal.

Patricia Napasindayao
Notary Public






(SEAL)

EXHIBIT A
to the
Declaration of Covenants, Conditions and Restrictions
for Bella Vista



LANDSCAPE AREAS	
	DONATION AREA 83,117 SQ FT (1.9 AC) As Shaded on Exhibit A
	DONATION AREA 81,229 SQ FT (1.86 AC) As Shaded on Exhibit A
	CONSERVATION EASEMENT AREA 14,317 SQ FT (0.33 AC) As Shaded on Exhibit A

DONATION AREA / CONSERVATION AREA / CFD AREA EXHIBIT IP# 180012
BELLA VISTA II - Tract No. 36894- 22 Residential Lots @ Praded St./McCallister Pkwy.




 LANDRAX ANALYTICAL & PLANNING
 365 S. Mission Ave
 Suite E
 Ontario, CA 91761
 (951) 909-2599/428
 Ontario@landrax.com
 Date: 12/15/2016

SUBORDINATION

The undersigned is holder of the beneficial interest in and under that certain deed of trust recorded on December 21, 2016 , in the Official Records of Riverside County, California; as Instrument No. 2016-0570624, which Deed of Trust is between Riverside-Praed Street 22, LLC, a Delaware limited liability company, as Trustor, Reconveyance Professionals, Inc., , as Trustee, and HomeStreet Bank, as beneficiary, (the "**Deed of Trust**"). As such, the undersigned hereby expressly subordinates such Deed of Trust and the beneficial interest thereunder to the Declaration of Covenants, Conditions and Restrictions for Bella Vista (Tract No.36894), recorded on _____, as Instrument No. _____ in the Official Records of Riverside County, California, to which this Subordination is attached and as otherwise heretofore modified and as it may be modified in the future (collectively, the "**Declaration**"), and to all easements to be conveyed in accordance with the Declaration. By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the "**Property**" (as defined in the Declaration) by foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure or any other remedy in or relating to the Deed of Trust, the undersigned will acquire title subject to the provisions of the Declaration, which shall remain in full force and effect.

Dated: 12/23/16

HomeStreet Bank, A Washington State Chartered
Commercial Bank

By: 

Name: Aram A. Poladian

Its: First Vice President

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Orange) ss.

On December 23, 2016 before me, Bonnie L. Prosser, Notary Public

(insert name and title of the officer above)

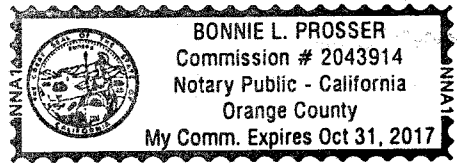
personally appeared Adam A. Poladian

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 Bonnie L. Prosser (Seal)



**ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY
RECORDS MANAGEMENT PROGRAM
RECORDS TRANSFER LIST, part 1**

1. Work Order # _____

1. Page of

INSTRUCTIONS: Fax completed form to (909) 358-6961 and submit original form to the Records Center with the records being transferred.

DEPARTMENTAL INFORMATION

3. DEPARTMENT Clerk of the Board of Supervisors		8. ORG.#	10. DATE 1/17/2017
4. ORGANIZATION County of Riverside		9. ACCOUNT #	11. MEDIA CODE
5. ADDRESS 4080 Lemon St., Room 127		12. NO. OF BOXES TRANSFERRED	
CITY Riverside, Ca. 92501		13. RECORDS TRANSFERRED BY:	
6. MAIL STOP 1010	7. Name Ashley Aparicio PHONE # 955-8092 FAX# 955-1071	14. RECORDS COORDINATOR (must be Authorized):	

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS <small>Must be the same as records series title on schedule</small>	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Item No 2.23 Board Meeting 01/17/2017				
	Final Map for Tract 36894 Schedule "A" Subdivision in Lake Mathews Area				
	<i>cc @ R orig.</i>				

RECEIVED RIVERSIDE COUNTY
 CLERK/BOARD OF SUPERVISORS
 2017 JAN 18 AM 10:51

21. RECORDS RECEIVED BY: <i>V. Advingula</i>		30. REMARKS	
22. TITLE <i>Records Tech.</i>	23. RECEIVED VIA: <i>Courier</i>		
24. DATE RECEIVED: <i>1-18-17</i>	25. TIME RECEIVED: <i>10:51</i>		
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:		
28. NAME\DATE SCANNED TO HOLDING AREA:			
		29. NAME\DATE SCANNED TO LOCATION:	

INCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 36894

RECORDED

BEING A SUBDIVISION OF A PORTION OF BLOCK 10 OF THE RESUBDIVISION OF LANDS OF MOULTON AND PRAED, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 49 OF MAPS, RECORDS OF RIVERSIDE COUNTY. IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 5 WEST OF THE SECTIONALIZED SURVEY OF RANCHO EL SOBRANTE DE SAN JACINTO.

MARCH 2015

FILED THIS _____
IN BOOK _____
AT THE REQUEST
NO. _____
FEE _____
PETER ALDANA, /

BY: _____

SUBDIVISION GUA
FIDELITY NATIONAL

**lan
EERS**

SURVEYOR'S STATEMENT

WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE
ABLE TO SAID LAND; THAT WE CONSENT TO THE
DISTINCTIVE BORDER LINE.

OR PUBLIC PURPOSES: LOTS "A" THROUGH "D"

PURPOSES: LOTS 23 AND 24, AS OPEN SPACE LOTS,
BORNS, ASSIGNEES AND LOT OWNERS WITHIN THIS

OR PUBLIC PURPOSES: DRAINAGE EASEMENT LYING
CONSTRUCTION AND MAINTENANCE OF DRAINAGE

OR PUBLIC PURPOSES: SEWER EASEMENT LYING

OR PUBLIC PURPOSES: LYING WITHIN LOT 24. THE

USES: CONSERVATION EASEMENT LYING WITHIN LOTS 16,
POSES, FOR THE SOLE BENEFIT OF OURSELVES, OUR

OR PUBLIC PURPOSES: LYING WITHIN LOTS 16, 17,
MODIFICATION AREAS.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A
REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQU
2015. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUR
WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT TO
OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS
THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLE

DATE: 11-11-2016

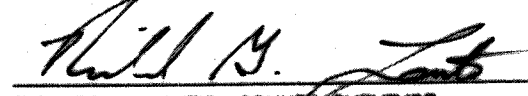


EDY P. ADRISON L.S. 5390
EXPIRATION DATE: 9-30-18

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LI
THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO
APPEARED ON THE TENTATIVE MAP OF TRACT NO. 36894 AS FILED, AMENDED, AND
ON FEBRUARY 9, 2016, THE EXPIRATION DATE BEING FEBRUARY 9, 2019, AND THA
CORRECT.

DATE: 12-22, 2016



RICHARD G. LANTIS, COUNTY SURVEYOR
L.S. 7811
EXPIRATION DATE: 12-31-2018

**ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY
RECORDS MANAGEMENT PROGRAM
RECORDS TRANSFER LIST, part 1**

1. Work Order #

1. Page ~~of~~

INSTRUCTIONS: Fax completed form to (909) 358-6961 and submit original form to the Records Center with the records being transferred.

DEPARTMENTAL INFORMATION						
3. DEPARTMENT Clerk of the Board of Supervisors			8. ORG.#		10. DATE 1/17/2017 <i>Resent 2/01/17</i>	
4. ORGANIZATION County of Riverside			9. ACCOUNT #		11. MEDIA CODE	
5. ADDRESS 4080 Lemon St., Room 127			12. NO. OF BOXES TRANSFERRED			
CITY Riverside, Ca. 92501			13. RECORDS TRANSFERRED BY:			
6. MAIL STOP 1010		7. Name Ashley Aparicio		PHONE # 955-8092	FAX# 955-1071	14. RECORDS COORDINATOR (must be Authorized):
15. BOX # (Temp)	16. DESCRIPTION OF RECORDS Must be the same as records series title on schedule	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)	
	Item No 2.23 Board Meeting 01/17/2017					
	Final Map for Tract 36894 Schedule "A" Subdivision in Lake Mathews Area					
	<i>CC & P - Orig.</i>					
	<i>2 Copies of Subdivision Guarantee</i>					
21. RECORDS RECEIVED BY: <i>V. Advingula / Jason Johnson</i>				30. REMARKS		
22. TITLE <i>Records Tech.</i>		23. RECEIVED VIA: <i>Courier</i>				
24. DATE RECEIVED: <i>1-18-17/2/8/17</i>		25. TIME RECEIVED: <i>10:51</i>				
26. BOXES VERIFIED BY:		27. DATE BOXES VERIFIED:				
28. NAME/DATE SCANNED TO HOLDING AREA:						
				29. NAME/DATE SCANNED TO LOCATION:		

RECEIVED RIVERSIDE COUNTY CLERK / BOARD OF SUPERVISORS
2017 FEB - 8 AM 11:40

RECEIVED RIVERSIDE COUNTY CLERK / BOARD OF SUPERVISORS
2017 JAN 18 AM 10:51

2017-1-132039



PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Assessor
(951) 955-6200

County Clerk-Recorder
(951) 486-7000

Mailing Address
P.O. Box 751
Riverside, CA 92502-0751

www.riversideacr.com
www.riversidetaxinfo.com

Recorder Return Notice – Maps

DATE: 01/18/2017

TO: CLERK OF THE BOARD

FROM: Sophia #466

RE: RE: TRACT MAP # 36894

REASON FOR REJECTION: NEVER RECEIVED THE SUBDIVISION GUARANTEE.
PER MY CONVERSATION WITH DENNIS I WILL BE RETURN
THE MAP ON FRIDAY TO CLERK OF THE BOARD.

NOTES:

Over the Counter Pick Up

Picked Up By: _____ on _____
(Print Name) (Print Date)

Signature: _____

Interoffice Delivery

Delivered thru Interoffice Mail By: _____ on _____
(Print Name) (Print Date)

Telephone Number: _____ Signature: _____

Received By: _____ on _____

Telephone Number: _____ Signature: _____

**ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY
RECORDS MANAGEMENT PROGRAM
RECORDS TRANSFER LIST, part 1**

1. Work Order #

1. Page ___ of ___

INSTRUCTIONS: Fax completed form to (909) 3586961 and submit original form to the Records Center with the records being transferred.

DEPARTMENTAL INFORMATION

3. DEPARTMENT Clerk of the Board of Supervisors		8. ORG.#	10. DATE 02/15/2017
4. ORGANIZATION County of Riverside		9. ACCOUNT #	11. MEDIA CODE
5. ADDRESS 4080 Lemon St., Room 127		12. NO. OF BOXES TRANSFERRED	
CITY Riverside, Ca. 92501		13. RECORDS TRANSFERRED BY: Ashley Aparicio	
6. MAIL STOP 1010	7. Name Ashley Aparicio PHONE # 955-8092 FAX# 951-955-1071	14. RECORDS COORDINATOR (must be Authorized):	

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS <small>Must be the same as records series title on schedule</small>	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # <small>(Barcode label)</small>
	Item No 2.23 Board Meeting 1/17/17				
	Final Map for Tract 36894 Schedule A Subdivision in Spanish Hills Area				
	Original CC&R				

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2017 FEB 15 AM 11:28

21. RECORDS RECEIVED BY: <i>JR Pad Johnson</i>		30. REMARKS	
22. TITLE <i>RMAP</i>	23. RECEIVED VIA: <i>COURIER</i>		
24. DATE RECEIVED: <i>2/15/17</i>	25. TIME RECEIVED: <i>11:30 AM</i>		
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:		
28. NAME/DATE SCANNED TO HOLDING AREA:			
29. NAME/DATE SCANNED TO LOCATION:			

**ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY
RECORDS MANAGEMENT PROGRAM
RECORDS TRANSFER LIST, part 1**



1. Page of

INSTRUCTIONS: Fax completed form to (909) 358-6961 and submit original form to the Records Center with the records being transferred.

DEPARTMENTAL INFORMATION					
3. DEPARTMENT Clerk of the Board of Supervisors			8. ORG.#	10. DATE 1/17/2017 <i>Resent 2/10/17</i>	
4. ORGANIZATION County of Riverside			9. ACCOUNT #	11. MEDIA CODE	
5. ADDRESS 4080 Lemon St., Room 127			12. NO. OF BOXES TRANSFERRED		
CITY Riverside, Ca. 92501			13. RECORDS TRANSFERRED BY:		
6. MAIL STOP 1010	7. Name Ashley Aparicio	PHONE # 955-8092	FAX# 955-1071	14. RECORDS COORDINATOR (must be Authorized)	
15. BOX # (Temp)	16. DESCRIPTION OF RECORDS <small>Must be the same as records series title on schedule</small>	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PUBLIC ACCESS POINT (Barcode)
	Item No 2.23 Board Meeting 01/17/2017				2017 FEB 19 AM 11:28 RECEIVED RIVERSIDE COUNTY CLERK/BOARD OF SUPERVISORS
	Final Map for Tract 36894 Schedule "A" Subdivision in Lake Mathews Area				
	CC & P - Orig.				
	2 Copies of Subdivision Guarantee				2017 FEB - 8 AM 11:40 RECEIVED RIVERSIDE COUNTY CLERK/BOARD OF SUPERVISORS
					2017 JAN 18 AM 10:51 RECEIVED RIVERSIDE COUNTY CLERK/BOARD OF SUPERVISORS
21. RECORDS RECEIVED BY: <i>V. Advingula / Jason Johnson</i>			30. REMARKS		
22. TITLE <i>Records Tech.</i>		23. RECEIVED VIA: <i>Courier</i>			
24. DATE RECEIVED: <i>1-18-17/2/8/17</i>		25. TIME RECEIVED: <i>10:51</i>			
26. BOXES VERIFIED BY:		27. DATE BOXES VERIFIED:			
28. NAME/DATE SCANNED TO HOLDING AREA:			29. NAME/DATE SCANNED TO LOCATION:		

2017-1-133939



PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Assessor
(951) 955-6200

County Clerk-Recorder
(951) 486-7000

Mailing Address
P.O. Box 751
Riverside, CA 92502-0751

www.riversideacr.com
www.riversidefaxinfo.com

Recorder Return Notice – Maps

SUE

Please keep
this. !!

DATE: 02/09/2017

TO: CLERK OF THE BOARD OF SUPERVISORS

FROM: Maria #309

RE: TRACT MAP 36894

- REASON FOR REJECTION:
1. CC & Rs ON PAGE 37 ATTACHMENT IS ILLEGIBLE , NEED CLARITY.
 2. TRACT MAP MISSING THE AMOUNT FOR THE TAX COLLECTOR STATEMENT.

Over the Counter Pick Up

Picked Up By: _____ on _____
(Print Name) (Print Date)

Signature: _____

Interoffice Delivery

Delivered thru Interoffice Mail By: _____ on _____
(Print Name) (Print Date)

Telephone Number: _____ Signature: _____

Received By: _____ on _____

Telephone Number: _____ Signature: _____

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2017 FEB 15 AM 11:32

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2017 FEB 15 AM 8:06

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2017 FEB 14 AM 11:47