nonpayment of Assessments), related to the any of the following matters: (i) enforcement of the Governing Documents; (ii) damage to the Association Property; (iii) damage to a Residential Lot that arises out of, or is integrally related to, damage to the Association Property or Association Maintenance Area; the Association shall be required to perform any act reasonably necessary to resolve any civil claim or action through alternative dispute resolution proceedings such as mediation, binding arbitration, or non-binding arbitration proceedings. Any dispute resolution procedure imposed by the Association shall satisfy the requirements of California Civil Code Sections 5900, 5905 and 5910. In the event the Association does not comply with the minimum requirements of a fair, reasonable and expeditious dispute resolution procedure, the Association or any Member may invoke the procedures provided for in California Civil Code Section 5915. The Board may impose any of the remedies provided for in the Bylaws.

- **15.2.3** Notice Requirements. Members of the Association shall annually be provided a summary of the provisions of California Civil Code Section 5900, *et seq.* which specifically references the provisions of California Civil Code Section 5965. The summary shall be provided either at the time the Budget required by California Civil Code Section 5300 is distributed or in the manner specified in California Corporations Code Section 5016. The summary shall include a description of the Association's internal dispute resolution procedure, as required by California Civil Code Section 5920.
- **15.2.4** <u>Civil Action</u>. A civil action to enforce the Governing Documents shall comply with California Civil Code Sections 5850 through 5985.
- 15.2.5 Attorneys' Fees. In any action to enforce the terms of the Governing Documents, the prevailing party shall be awarded reasonable attorneys' fees and costs. Upon motion by any party for attorney's fees and costs as the prevailing party, the court, in determining the amount of the award, may consider a party's refusal to participate in alternative dispute resolution prior to the filing of the action.
- 15.3 <u>Enforcement of Non Payment of Assessments</u>. Each Owner of any Residential Lot then subject to Assessment shall be deemed to covenant and agree to pay to the Association each and every Assessment provided for in this Declaration. The Association shall have the right to enforce such payment obligation in accordance with the provisions set forth in **Section 5.14** (Collection of Assessments; Liens).
- **15.4** Enforcement of Bonded Obligations. The Association shall have the right to enforce bonded obligations in accordance with the provisions set forth in **Section 5.24** (Association Property Improvements).

#### 15.5 Disputes Involving Declarant

- **15.5.1 Defined Terms**. For purposes of this Section and this Declaration, the following terms shall have the meanings set forth below.
  - (a) "Claim" means any Construction Defect Claim or Other Claim.
- (b) "Claim Process" means the pre-litigation process for the resolution of Construction Defect Claims and Other Claims as described in Section 4.2 of the Master Dispute Resolution Declaration.
- (c) "Construction Defect Claim" means any claim, issue or controversy, whether or not the claim, issue or controversy is governed by or subject to the Right to Repair Act or is based upon common law, that arises from or is related in any way to any alleged deficiencies in construction, design, specifications, surveying, planning, supervision, testing, or observation of construction, including, but not limited to, any alleged violation of the standards set forth in California Civil Code Sections 895 through 897, inclusive of the Right to Repair Act.

- "Dispute" means any claim, issue or controversy that arises from or (d) is related in any way to (a) the Community, (b) any Residence, (c) the Association Property or Association Maintenance Areas, (d) the relationship between the Association, and Declarant and/or (e) the relationship between any Owner and Declarant whether contractual, statutory or in tort, including, but not limited to, claims, issues or controversies that arise from or are related to the purchase, sale, condition, design, construction or materials used in construction of any portion of the Community or any Residence, Association Property or Association Maintenance Areas, the agreement between Declarant and Owner to purchase the Residence or any related agreement, the Limited Warranty, disclosures, or alleged deficiencies in construction, design, specifications, surveying, planning, supervision, testing, or observation of construction related to Improvements within the Association Property, Association Maintenance Areas or the Residence, including, but not limited to, the following: (a) a Construction Defect Claim; (b) an Other Claim; (c) any disagreement as to whether a Construction Defect Claim has been properly repaired; (d) any disagreement as to the value of repairing damages which are the subject of a Construction Defect Claim; (e) the cost of repairing damage caused by the repair efforts, the cost to remove or replace an improper repair, and any alleged relocation expenses, storage expenses, lost business income, investigation costs and all other fees and costs recoverable by contract or statute as a result of a Construction Defect Claim; and (f) any disagreement concerning the timeliness of Declarant's performance or an Owner's notification under the Limited Warranty or the Claim Process.
- (e) "Other Claim" means a Dispute that does not involve a Construction Defect Claim.
- (f) "Right to Repair Act" means Division 2, Part 2, Title 7 of the California Civil Code (Section 895, et seq.) as amended from time to time.
- this Section 15.5. Except as otherwise provided in this Article, all claims, controversies and disputes between or among (i) the Association, (ii) any Owner, and/or (iii) Declarant arising out of, or relating to, the Community, the use or condition of the Association Property and/or Association Maintenance Areas or the Governing Documents, whether based on statute, in tort, contract or other applicable law (each a "Dispute") shall be resolved in accordance with the alternative dispute resolution procedures set forth in this Section 15.5 (Disputes Involving Declarant). Notwithstanding the foregoing sentence, for purposes of this Article, a "Dispute" shall not include any of the following:
- (a) Any dispute between the Association and Declarant regarding the enforcement of a completion bond for the Association Property, which dispute shall be resolved in accordance with the instructions accompanying such completion bond and with the provisions of the Section herein entitled "Association Property Improvements"; and
- **(b)** Any dispute between the Association and an Owner regarding the non-payment of any Assessment levied by the Association, which dispute shall be resolved in accordance with the provisions of Article 5 and California Civil Code § 5700, et seq.
- Dispute Resolution
  Declaration which sets forth the procedures that shall be used to resolve Disputes with Declarant or a Declarant Party for any Claims asserted by an Owner and/or the Association. For any Construction Defect Claims, the Owners and the Association shall comply with the Claims Process set forth in the Master Dispute Resolution Declaration. For any Construction Defect Claims not resolved through the Claims Process or any Other Claims, the Owners and the Association shall comply with the procedures set forth in the Master Dispute Resolution Declaration which require the Dispute to be mediated or arbitrated. The Owners have also agreed to comply with the Claim Process under the Individual Dispute Resolution Agreement executed by the Owners and the Declarant which sets forth the same Claim Process as the Master Dispute Resolution Declaration. Each Owner and the Association acknowledge and agree that the terms and provisions set forth in the Master Dispute Resolution Declaration and any Individual Dispute Resolution Agreement are covenants running with the land which are binding upon the Owners and the Association and successor Owners. To the extent any Residential Lot is not

encumbered by an Individual Dispute Resolution Agreement, the Owner, in accepting title to his or her Residential Lot, acknowledges and agrees that such Owner is still bound by all of the covenants and agreements set forth in the Master Dispute Resolution Declaration and the failure to record an Individual Dispute Resolution Agreement shall not effect in any way or invalidate the covenants and agreements set forth in the Master Dispute Resolution Declaration which are binding on each Owner and the Association.

- 15.5.4 Relinquishment of Control. Notwithstanding any other provision in the Declaration or the Master Dispute Resolution Declaration to the contrary (including, without limitation, any provision which expressly or implicitly provides Declarant with control over Association decisions for any period of time), while the Declarant has majority control of the Board, Declarant hereby relinquishes control over the Association's ability to decide whether to initiate any Claim against Declarant or any of Declarant's agents or contractors ("Declarant's Agents"). No representative of Declarant on the Board shall vote on the initiation of any Claim, including, without limitation, any Construction Defect Claim under California Civil Code Section 895, et seq., of the Right to Repair Act, such that from and after the first election of directors in which Class A Members of the Association participate, Declarant shall have no control over the Association's ability to decide whether to initiate a Claim, including, without limitation, any Construction Defect Claim and in the event of such a vote, the affirmative vote of the two non-Declarant representatives on the Board shall be binding so long as a quorum of the Board is present at any meeting where such vote is taken. In addition to the foregoing, in the event a vote of the Members is taken to decide to initiate a Claim, including, without limitation, a Construction Defect Claim, Declarant shall not have any Class A or Class B voting rights with respect thereto.
- 15.5.5 <u>Pursuit of Claims</u>. An Owner may only assert Limited Warranty claims pertaining to such Owner's Residential Lot. The Association and not the individual Owners shall have the power to pursue any Construction Defect Claims for the Association Property, Association Maintenance Areas and/or Offsite Maintenance Areas. The Association and each Owner shall comply with the Claim Process in bringing any such Construction Defect Claims. Each Owner hereby agrees to delegate authority to the Association and assigns to the Association all power and authority as is necessary for any settlement or release of any Claim relating to the Association Property, Association Maintenance Areas and/or Offsite Maintenance Areas.
- 15.5.6 <u>Notification to Prospective Buyers</u>. In the event that the Association commences a Claim pursuant to the Master Dispute Resolution Declaration, or pursues any other legal action, all Owners must notify prospective purchasers of such action or Claim and must provide such prospective purchasers with a copy of the notice produced by the Association and delivered to the Owners in accordance with Section 6000 of the California Civil Code and this Declaration.
- 15.5.7 CLASS ACTIONS NOT AVAILABLE. AS SET FORTH IN THE MASTER DISPUTE DECLARATION, EACH OWNER AND THE ASSOCIATION HAVE AGREED TO WAIVE THE RIGHT FOR ANY CLAIM TO BE COMMENCED, HEARD OR RESOLVED AS A CLASS ACTION. EACH OWNER, BY ACCEPTANCE OF FEE TITLE TO A RESIDENCE AND THE ASSOCIATION BY ACCEPTANCE OF FEE TITLE TO ANY ASSOCIATION PROPERTY OR BY PERFORMANCE OF THE OBLIGATIONS FOR THE MAINTENANCE OF THE ASSOCIATION MAINTAINED IMPROVEMENTS AND DECLARANT AGREE NOT TO ASSERT ANY CLASS ACTION OR REPRESENTATIVE ACTION CLAIMS AGAINST THE OTHER IN MEDIATION, ARBITRATION OR OTHERWISE, AND AGREE THAT IT IS THE EXPRESS INTENT OF EACH PARTY THAT CLASS ACTION AND REPRESENTATIVE ACTION PROCEDURES NOT BE ASSERTED OR APPLIED WITH RESPECT TO ANY CLAIM.
- 15.5.8 JURY, DISCOVERY AND APPEAL NOT AVAILABLE. THE OBLIGATIONS ESTABLISHED IN THE MASTER DISPUTE DECLARATION TO SUBMIT DISPUTES TO NEUTRAL ARBITRATION ELIMINATES ALL RIGHTS WHICH A PARTY MIGHT POSSESS TO HAVE A DISPUTE LITIGATED IN A COURT OR JURY TRIAL. NO PARTY SHALL HAVE ANY JUDICIAL RIGHTS TO DISCOVERY OR APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE MASTER DISPUTE DECLARATION IF ANY CLAIMANT REFUSES TO SUBMIT TO ARBITRATION

## THEY MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.

- by the Association against Declarant, is not resolved pursuant to the Limited Warranty or the non-adversarial procedures set forth in Right to Repair Act, the Association shall not initiate a further action or arbitration proceeding without first obtaining the consent of the Owners other than Declarant constituting a majority of the Voting Power. Each Owner and the Association, by acceptance of a deed to a Residential Lot or Association Property, as applicable, agrees that because representative claims (i.e. claims related to the Association Property or claims by the Association on behalf of the Owners) by the Association may create disclosure requirements and/or may impair the ability of Owners to sell or finance their Residential Lot, the Association must obtain the consent of a majority of Owners before filing such representative claims. Each Owner and the Association acknowledge that obtaining such consent is a reasonable requirement to ensure that each Owner is given the ability to evaluate the impact such action or arbitration proceeding may have on the value, sale and/or financeability of the Residential Lots.
- 15.5.10 <u>Notice Required If Reserve Funds to Pay for Litigation</u>. As required by California Civil Code Section 5520, if a decision is made to use reserve funds or to temporarily transfer money from the reserve fund to pay for litigation, the Association shall comply with the notice and accounting requirements set forth in California Civil Code Section 5520.
- 15.5.11 <u>Conflict</u>. In the event of any conflict between the provisions of this **Section**15.5 (Disputes Involving Declarant) and the Master Dispute Resolution Declaration, the terms of the Master Dispute Resolution Declaration shall control.

## ARTICLE 16 COUNTY REQUIRED PROVISIONS

This Articles sets forth provisions that are included pursuant to the requirements of the County and the Conditions of Approval for the Community.

Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply:

The property owners' association established herein shall unconditionally accept from the County of Riverside, RCFC, Valley-Wide or CFD 17-3M, or any combination thereof, upon that entity's demand, maintenance responsibility for the Valley-Wide Maintenance Areas, RCFC Maintenance Areas, and/or CFC 17-3M Maintenance Areas, as applicable, more particularly described on Exhibits "C," "D," "E," and "F" attached hereto. Such acceptance shall be through the president of the property owner's association, who shall be authorized to execute any documents required to facilitate transfer of such maintenance responsibility. The decision to require that the association unconditionally accept maintenance responsibility for the Valley-Wide Maintenance Areas, RCFC Maintenance Areas, and/or CFD 17-3M Maintenance Areas, shall be at the sole discretion of the County of Riverside, RCFC, Valley-Wide or CFD 17-3M, whichever entity holds title.

In the event that the maintenance obligations for the Valley-Wide Maintenance Areas, RCFC Maintenance Areas, and/or CFC 17-3M Maintenance Areas, or any part thereof, are transferred to the property owners association, the association, thereafter, shall manage and continuously maintain such common area', and shall not sell or transfer such common area or any part thereof, absent the prior written consent of the Assistant TLMA Director – Community Development 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 'common area, 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 TLMA Director – Community Development 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 the 'common area' established pursuant to this Declaration.

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

## ARTICLE 17 GENERAL PROVISIONS

This Article sets forth the general provisions which govern this Declaration.

- **17.1 Headings**. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.
- 17.2 <u>Severability</u>. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions of it shall not invalidate any other provisions. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Declaration shall become illegal, null, void, against public policy or otherwise unenforceable, for any reason, the remaining portions of this Declaration shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.
- 17.3 <u>Cumulative Remedies</u>. Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver.
- **17.4** <u>Violations as Nuisance</u>. Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies herein set forth, may be abated or enjoined by any Owner, any Member of the Board, the manager, or the Association.
- 17.5 <u>No Racial Restriction</u>. No Owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of its Residential Lot on the basis of race, sex, color or creed.
- 17.6 <u>Access to Books</u>. Declarant may, at any reasonable time and upon reasonable notice to the Board or manager cause an audit or inspection to be made of the books and financial records of the Association.
- **17.7 Liberal Construction**. The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.
- 17.8 <u>Mergers or Consolidations</u>. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this

Declaration within the Community, together with the covenants and restrictions established upon any other property.

- Notification of Sale of Residential Lot. Concurrently with the consummation of the 17.9 sale of any Residential Lot under circumstances whereby the transferee becomes an Owner thereof, or within five (5) business days thereafter, the transferee shall notify the Board in writing of such sale. Such notification shall set forth the name of the transferee and its Mortgagee and transferor, the common address of the Residential Lot purchased by the transferee, the transferee's and the Mortgagee's mailing address, and the date of sale. Prior to the receipt of such notification, any and all communications required or permitted to be given by the Association, the Board or the manager shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor. Mailing addresses may be changed at any time upon written notification to the Board. Notices shall be deemed received forty-eight (48) hours after mailing if mailed to the transferee, or to its transferor if the Board has received no notice of transfer as above provided, by certified mail, return receipt requested, at the mailing address above specified. Notices shall also be deemed received on the next business day after being sent by overnight courier or upon delivery if delivered personally to any occupant of a Residential Lot over the age of twelve (12) years.
- 17.10 Provision of Governing Documents to Prospective Purchasers. Pursuant to California Civil Code Section 4525, as soon as practicable before the transfer of title or the execution of a real property sales contract, the Owner shall provide copies of the Governing Documents to the prospective purchaser of a Residential Lot, which Governing Documents include, but are not limited to, this Declaration and the Master Dispute Resolution.
- 17.11 Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.
- 17.12 Exhibits. All exhibits referred to in this Declaration are attached to this Declaration and incorporated by reference.
- 17.13 Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors and assigns of Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of the Owners.
- 17.14 Easements Reserved and Granted. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in the first deed by Declarant to any Residential Lot.
- 17.15 Statutory References. All references in this Declaration to various statutes, codes, regulations, ordinances and other laws shall be deemed to include those laws in effect as of the date of this Declaration and any successor laws as may be amended from time to time.

IN WITNESS WHEREOF, Declarant has executed this instrument as the date first written above.

#### DECLARANT:

Pardee Homes, a California corporation

Name Community Deve

that document. STATE OF **COUNTY OF** before me, personally appeared nam on the basis of satisfactory evidence to be the person(x) whose name(x) (is/are subscribed to the within instrument and acknowledged to me that helshe/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. ANA E. CHAVEZ PEREZ WITNESS my hand and official seal. NOTARY PUBLIC - CALIFORNIA **COMMISSION # 2107702** Signature RIVERSIDE COUNTY My Comm. Exp. April 19, 2019 This area for official notarial seal My Commission Expires: Notary Name: Ana Notary Phone: Notary Registration Number: A County of Principal Place of Business:

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

#### **LIST OF EXHIBITS AND SCHEDULES**

EXHIBIT "A"	Description of Property and Association Property
EXHIBIT "B"	Annexable Property
EXHIBIT "C"	CFD 17-3M Maintenance Areas
EXHIBIT "D"	RCFC Maintenance Areas
EXHIBIT "E"	Valley-Wide Maintenance Areas
EXHIBIT "F"	Fence and Wall Maintenance
EXHIBIT "G"	Association Landscape Maintenance Areas

#### **EXHIBIT "A"**

## DESCRIPTION OF PROPERTY AND ASSOCIATION PROPERTY

#### PROPERTY:

LOTS 23 THROUGH 36, INCLUSIVE, AND 76 THROUGH 81, INCLUSIVE, OF TRACT NO. 36536 IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN BOOK \_\_\_\_\_, PAGES \_\_\_\_ THROUGH \_\_\_\_ OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ("MAP").

#### **ASSOCIATION PROPERTY:**

NONE IN THIS PHASE.

### **EXHIBIT "B"**

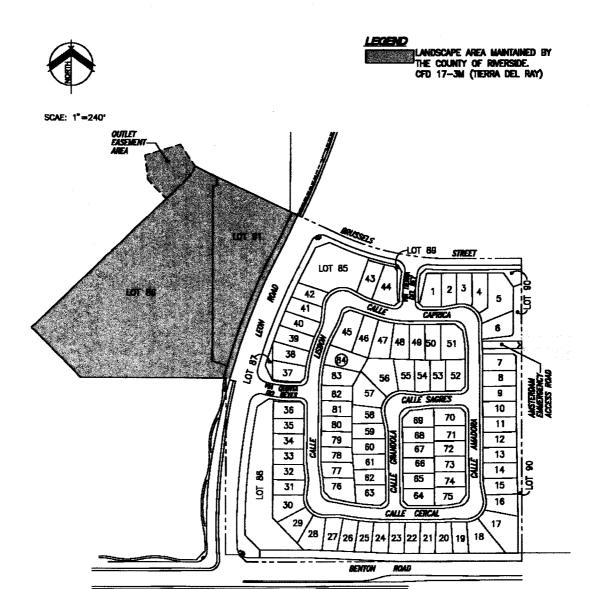
### **ANNEXABLE PROPERTY**

ALL REAL PROP	ERTY LOCATE	D WITHIN T	RACT NO.	36536 IN TH	IE UNINCORF	PORATED AREA OF
THE COUNTY OF	FRIVERSIDE, S	STATE OF C	<b>ALIFORNIA</b>	A, AS FILED	IN BOOK	, PAGES
THROUGH	OF MAPS, IN	N THE OFFI	CE OF TH	E COUNTY	RECORDER	OF SAID COUNTY.

#### **EXHIBIT "C"**

#### **CFD 17-3M MAINTENANCE AREAS**

#### [Attached Hereto]



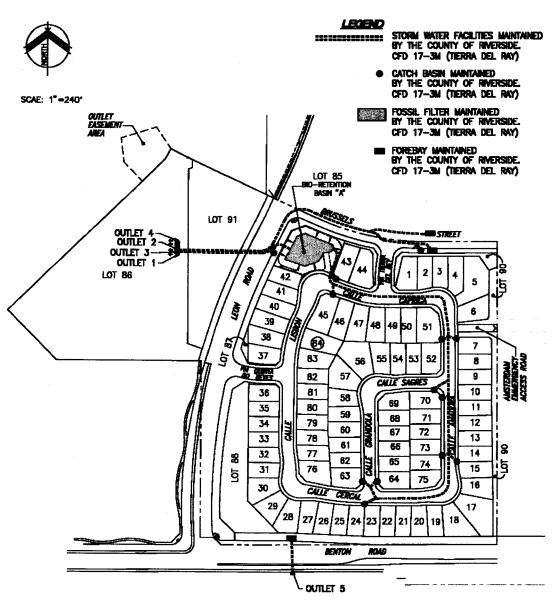


PREPARED BY:



DATE PREPARED: 6-22-17
AVENA
COUNTY OF RIVERSIDE
LANDSCAPE MAINTENANCE
TRACT 36536, LOTS 1-84
RIVERSIDE COUNTY, STATE OF CALIFORNIA

SMRH:481646398.9 070517

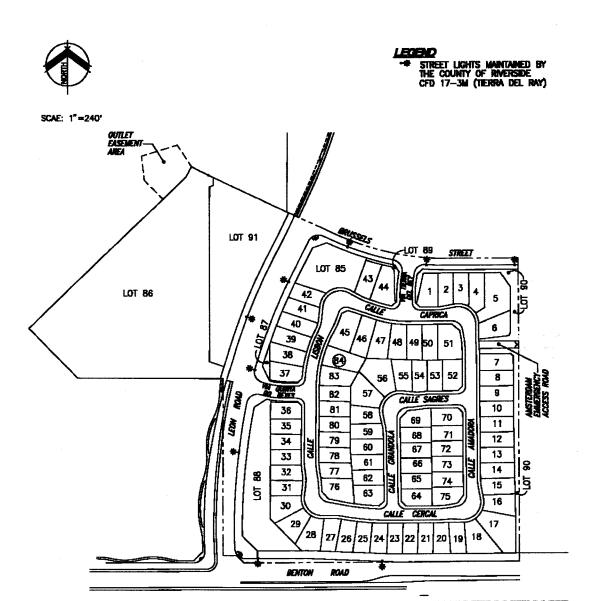


PREPARED FOR:
Pardee Homes

PREPARED BY:



DATE PREPARED: 6-22-17
AVENA
COUNTY OF RIVERSIDE
STORM WATER FACILITIES
MAINTENANCE
TRACT 36536, LOTS 1-84
RIVERSIDE COUNTY, STATE OF CALIFORNIA





PREPARED BY:



DATE PREPARED: 6-22-17
AVENA
COUNTY OF RIVERSIDE
STREET LIGHT EXHIBIT
TRACT 36536, LOTS 1-84
RIVERSIDE COUNTY, STATE OF CALIFORNIA

#### **EXHIBIT "D"**

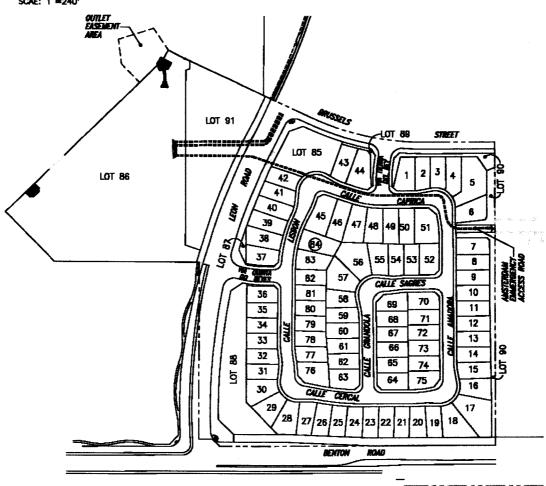
#### **RCFC MAINTENANCE AREAS**

#### [Attached Hereto]



\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* STORM WATER FACILITIES MAINTAINED BY RCFC AND WCD

SCAE: 1"=240"



PREPARED FOR: **Pardee** Homes

PREPARED BY:



DATE PREPARED: 6-22-17 **AVENA** RCFC AND WCD STORM WATER FACILITY **MAINTENAN** TRACT 36536, LOTS 1-84 RIVERSIDE COUNTY, STATE OF CALIFORNIA

#### **EXHIBIT "E"**

#### **VALLEY-WIDE MAINTENANCE AREAS**

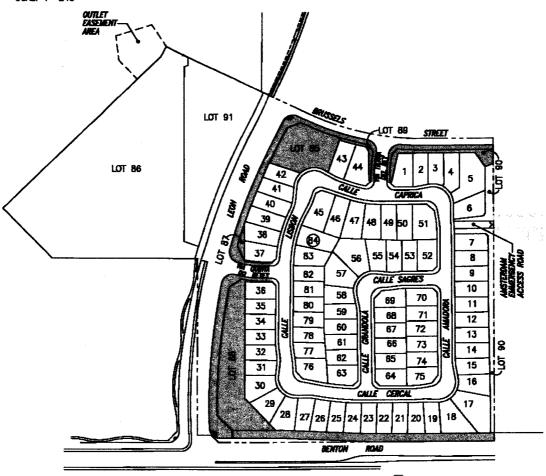
#### [Attached Hereto]





LANDSCAPE AREA MAINTAINED BY VALLEY WIDE REC AND PARK DISTRICT FRENCH VALLEY CFD ZONE 7 (TIERRA DEL RAY)

SCAE: 1"=240"



PREPARED FOR Pardee Homes

PREPARED BY:



DATE PREPARED: 6-22-17

AVENA

VALLEY WIDE

LANDSCAPE MAINTENANCE

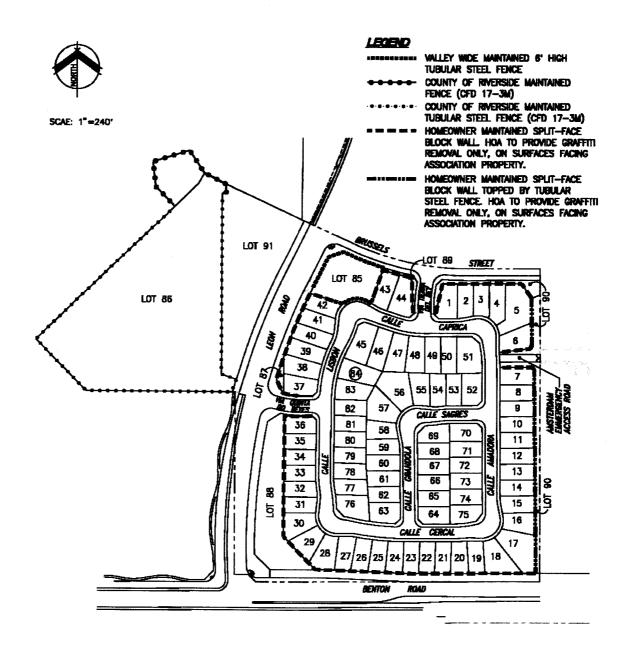
TRACT 36536, LOTS 1-84

RIVERSIDE COUNTY, STATE OF CALIFORNA

#### **EXHIBIT "F"**

#### **FENCE AND WALL MAINTENANCE**

#### [Attached Hereto]





PREPARED BY:

M D S

MOREE SHALL OR SHALL SEE SCHULTZ

White BRASSHALL SEE SCHULTZ

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WHITE SHALL SEE SEE SCHULTZ

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PLANNERS ENGINEERS

DATE PREPARED: 6-30-17

AVENA
FENCE MAINTENANCE EXHIBIT
TRACT 36536, LOTS 1-84
RIVERSIDE COUNTY, STATE OF CALIFORNIA

#### **EXHIBIT "G"**

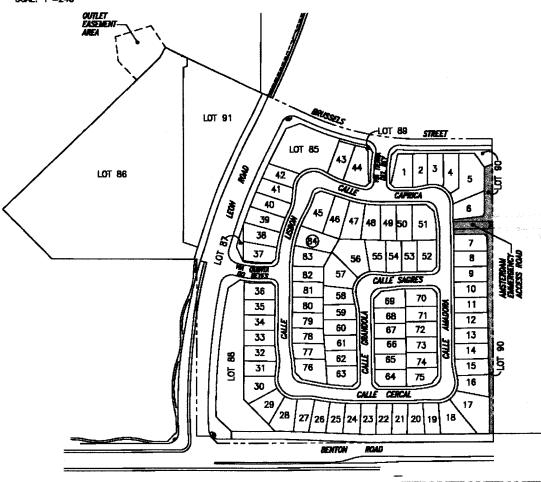
#### ASSOCIATION LANDSCAPE MAINTENANCE AREAS

#### [Attached Hereto]





SCAE: 1"=240"



PREPARED FOR:
Pardee Homes

PREPARED BY:



DATE PREPARED: 6-22-17
AVENA
HOA MAINTAINED
LANDSCAPE MAINTENANCE
TRACT 36536, LOTS 1-84
RIVERSDE COUNTY, STATE OF CALIFORNIA

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

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#### IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

### RACT NO. 3653**6**

BEING A SUBDIVISION OF PARCEL 1 OF THAI CERTAIN LOT LINE ADJUSTMENT NO. 04068 RECORDED APRIL 5, 1999, AS INSTRUMENT NO. 143158 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. LYING WITHIN PORTIONS OF SECTIONS 5 & 6, TOWNSHIP 7 SOUTH, RANGE 2 WEST, SAN BERNARDING MERIDIAN.

MOS CONSULTING

AUGUST, 2012

STANLEY C. MORSE L.S.3640

RECORDER'S STATEMENT
FILED THIS DAY OF2017
ATN, IN 800KOF
MAPS, AT PAGES AT THE REQUEST OF THE CLERK OF THE BOARD.
NO.
FEE
PETER ALDANA, ASSESSOR—COUNTY CLERK-RECORDER
BY: DEPUTY.
SUBDIVISION GUARANTES: FIRST AMERICAN SHE

AND CHARLES

#### OWNER'S STATEMENT

WE HERBEY STATE THAT WE ARE THE OWNERS OF THE LAND MICLIONED WITHIN THE SUBDUNISON SHOWN HERBED. THAT WE ARE THE ONLY PERSONS WHOSE CONSIST IS RECESSARY TO PASS A CLEAR THE TO SAID LAND, THAT WE CONSIST IN THE SAID AND RECOGNING OF THIS SUBDUNISON MAP AS SHOWN WITHIN THE USTRICTURE OF THE SUBDUNISON MAP AS SHOWN WITHIN THE USTRICTURE OF THE SUBDUNISON MAP AS SHOWN WITHIN THE USTRICTURE OF THE TRAIL PROPERTY DESCRIBED BELOW IS DESCRIBED AS AN EXCENSIVE FOR PUBLIC PURPOSES. INTO SAID THE DESCRIPTION STORT STREET AND PUBLIC OFFICE PURPOSES.

THE REAL PROPERTY DESCRIPTION BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES; STORM DHAIN BESSELENS LYMP WITHIN LOTS 35, 86, 90 AND 91, AS SHOWN HEREON. THE DEDICATION IS FOR THE DONSTRUCTION AD MAINTENANCE OF FLODIC CONTROL FEGURES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EXSEMENT FOR PUBLIC PURPOSES: DRAINAGE EXSENDED'S LIDRA WITHER LOTS 85, 86, 90 AND 91 AS SHOWN HEREON. THE DEDICATION IS FOR DRAINAGE AND MARKETHANCE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUREUC PURPOSES: ACCESS EASEMENT, LOT B6 AS SHOWN HEREON. THE DEDICATION IS FOR INGRESS AND EGRESS TO AND FROM STORM DRAIN EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTING! FACULTIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ACCESS EASEMENT LYBIG WHITHE LOT 90 AS SHOWN HEREON, THE DEDICATION IS FOR INCRESS AND EXPRESS TO DEMANDED EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF DERMANDE FACULIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES; LANDICAPE EASEMENT, LOT 86 AND 91 AS SHOWN HEREON. THE DEDICATION IS FOR LAMISCAPE AND HAMILTONIANCE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EXSEMENT FOR PUBLIC PURPOSES: EXERGENCY ACCESS EXECUTED, LYING WITHIN LITT 90 AS SHOWN HEREON, THE DEDICATION IS FOR EMERICENCY ACCESS PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED FOR PRIVATE PURPAGES; LDTS S7 THROUGH 91, INCLUSING, FOR OPEN SPACE PURPOSES, AS SKOWN, HEREON FOR THE SOLE BENESH! OF OURSELVES, OUR SUCCESSORS, ASSOCIACES AND LOT OWNERS WHEN THIS TRACE MAP.

THE REAL PROPERTY DESCRIBED BELOW IS RETAMBED FOR PROVATE PURPOSES; LOT 86, FOR STORM DRAWN DEFERTION BASIN PURPOSES, AS SHOWN BERLOW FOR THE SOLE BENEFIT OF OURSELIVES, OUR SUICCESSORS, ASSORIESS AND INTO ORDHERS WITHIN THIS TREACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED FOR PRIVATE PURPOSES: LOTS 85 FOR WATER QUALITY BA PURPOSES, AS SHOWN HEREON FOR THE SOLE BEMEAT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WHITH THIS TRACT MAY.

AS A CONDITION OF DEDICATION OF LOT "V", LEON ROAD AND LOT "K", BENTON ROAD, THE OWNERS OF LOTS 17 THROUGH 28, INCLUSING, LUTS 38 THROUGH 42 INCLUSING AND LOTS 55, 87, 88 AND 91, ADDITION FIRST BENTON'S AND DISHAIS SUCH THE WILL HARK NO ROCKES OF ROCKES EXCEPT THE SCHEMEL ASSENCED TO TRANSLE ANY CHANGE OF ALKANDEN OR WITH HAR RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONSTRUM OF ACCESS ROKETS AS TO THE PART VACATION.

THE REAL PROPERTY DESCRIBED BILLOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES; ALL OF LOTS 85, 87, 88 AND 89 AND A PORTION OF LOT 90, 85 SHOWN REPRON, THE DEDICATION IS FOR LANDSCAPE, MANTENANCE PURPOSES SE FORM OF VALLEY-MIDE RECRETAINS AND PARK DISTRICT.

PARDEE HONES, A CAUFORNIA CORPORATION

MICHAEL C. TAYLOR DIVISION PRESIDENT - INLAND EMPIRE

#### VALLEY-WIDE RECREATION AND PARK DISTRICT ACCEPTANCE STATEMENT

THE VALLEY-INDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALEGRAM, HEREBY APPRAISES THE TRUCT MAP BUT DUES NOT NOW ADDEPT THE TRIPPODABLE OFFERS OF DEDICATION MADE HEREON FOR LANDSCAFE PURPOSES.

THE VALLEY-WIDE REGREATION AND PARK DISTRICT, STATE OF CALIFORNIA.

DATED: 6-23-17

BY DEAN WETTER, GENERAL MANAGER

#### NOTICE OF DRAINAGE FEES

SYSTEMS. S. PETANGETSYM. J. SANS.

MINICE OF DEMANGE FEES NOTICE S HEREST GREN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA.

DREEK/MADA STRINGS VALLEY AREA DRANNOE PLAN WHICH MAS ACCOTED BY THE BOARD OF SUPERINGORS OF THE
COUNTY OF RINNERSOF PURSUANT TO SECTION 1255 OF GROWNED 464 AND STORMED AND ACCOUNTY OF THE RESPONDED THAT SAID PROPERTY IS SUBJECT TO FEES FOR \$430 DRANNOE FEES TOO, OF THE
DOMERNAMENT COURS AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR \$430 DRANNOE FEES SAID. REPORTED
THEN THAT, PRESIDENT IS SECTION 10.25 OF GROWNED 465 OF PAPICHED OF THE REMANDE FEES SAID. REPORT
MINE DESIGNATION OF THE BOARD FEES AND THE PROPERTY FLOOD CONTROL, AND WATER
OFFICENCING INSTRUCT AT THE BOARD FEES AND THE PROPERTY FLOOD CONTROL, AND WATER
OFFICENCING INSTRUCT AT THE BOARD FEES AND THE PROPERTY FLOOD CONTROL AND WATER
OFFICENCING BOARD FEESTIT SHALL PAY THE PREFERENCE OF THE GROWNED OF BUILDING FEESTING THE BOARD OF SUMMED.

#### SIGNATURE OMISSION NOTE

PURSUANT TO SECTION 66436 (A) (3) OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING OWNERS OF BASEMENTS AND/OR OTHER RITCHESTS MAVE BEEN OMITTED:

AN EASEMENT TO UNITED STATES OF AMERICA FOR PIPE LINEARD APPORTENANCES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 14, 1953 IN BOOK 1535, PAGE 83 OF OFFICIAL RECORDS.

AN 88 POOT WIDE EASEMENT AGREEMENT AND COVENANT RUNNING WITH THE LAND EXECUTED APRIL 23, 1990 RECORDED JULY 20, 1990 INSTRUMENT NO. 267625 OF OFFICIAL RECORDS.

AN EXSEMENT TO FRENCH VALLEY TOWNE CENTER LLC. JURIES EL QUER FOR INGRESS AND EGRESS FOR VEHICULAR AND PEDESTRIAN ACCESS, AND FOR LITUTIES AND INCIDENTAL PURPOSES, RECORDED ANAMARY 15, 2008 AS INCIDENTAL PLAPOSES, RECORDED ANAMARY 15, 2008 AS

#### SURVEYOR'S STATEMENT

THIS MAP WAS PREMARD BY ME OR HODER MY DRECTION AND IS BASED UPON A PELD SIRRY IN COMPORABACE WITH THE REQUESTATION OF THE SUBDIMISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THERM DELIFEY SHE RESTRICT, LLC, ON AUDUST 20, 7012. I HERRY SHE THAT MAY THE MONHARD ARE OF THE COMPORTER AND CONFIRM THE PERSON DITTOR OF THAT THEY WILL US SET IN ACCORDANCE WITH THE TERMS OF THE MONHARD ASSELBENT FOR THE MAP AND THAT THE MONHARD ASSELBENT FOR THE MONHARD ASSELBENT FOR THE MAP AND THAT THE MONHARD ASSELBENT FOR THE MONHARD ASSELBENT FOR THE MAP AND THAT THE MONHARD ASSELBENT FOR THE CONDITIONAL PROPRIET HE SOURCE TO THE CONDITIONAL PROPRIET HE SHARD ASSELBENT FOR THE CONDITIONAL PROPRIET HERMAND. LAKE

DATE: 6-16, 2017. STANLEY C. MORSE, C. SANDAN DATE: 6/30/18

COUNTY SURVEYOR'S STATEMENT
THE MEP CONDUCTOR TO THE STREEMENTS OF THE STREEMSON MAP ACT AND LOCAL ORDINANCES I HEREBY
STATE THAT THIS MAP HIS BETTE PRANNED THE OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTALLY
THE SAME AS IL PRESEND ON THE TEXAMINE MAP OF TRACT MAP 355% AS FIELD AMENDED AND APPROVED BY
THAT HAS SAME FOR THE THAT THE PRINCIPLE OF THE EXPIRATION DATE BEING SEPTEMBER 17, 2017 AND
THAT I AN SAMEDRED THIS MAP IS TEXAMORETED CORRECT.

NE:	Sac 12/31/2018
CHARD G. LANGIS, COUNTY SURVEYOR  L.S. 7611	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

BOARD OF SUPERVISOR'S STATEMENT
THE COUNTY OF RIVERSDE. STATE OF CAUDRING, BY ITS GOARD OF SUPERMISORS, HEREBY APPRIMES THE TRACT
MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE, HEREBY OF LOTS "A" THROUGH "A", INCLUSIVE, FOR PUBLIC
ROOA HAP PUBLIC UTILITY PURPOSES AND AS PART OF THE COUNTY MARKENED ROAD SYSTEM SUBJECT TO
IMPROVEMENTS IN ACCORDANCE WITH COUNTY STAMDARDS.

THE OFFERS OF DEDICATION MADE HEREON OF THE UNAMAGE PASCHERIS ARE HEREBY ACCEPTED FOR CONSIDERZION AND UNMERSHARED STRANGED FACELERS, AND AS PART OF THE COUNTY MARGAMED ROME STEEM, SUBJECT ON INFORMEMENTS BY ACCEPTANCE WITH COUNTY STANDARDS.

THE OFFER OF DEDICATION MADE MERCON OF THE ACCESS EASEMENT FOR INDRESS AND EGRESS TO AND FROM DRIBBOR EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DINAMORE FACULTIES, IS HERESY ADSERTED TO VESTILLER. IN THE COUNTY ON BEHALF OF THE PUBLIC PUR NAME PURPOSES.

THE OFFERS OF DEDICATION MADE HEALON OF THE ACCESS EASIMENTS FOR INGRESS AND EGRESS TO AND FROM STORM DRAW EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACETTES ARE HEREBY NOT ACCEPTED.

THE OFFER OF DEDICATION MADE HEREON OF THE EMERGENCY ACCESS EASEMENTS ARE MERCBY ACCEPTED.

THE EASENENT FOR LANDSCAPE AND MAINTENANCE PURPOSES, AS SHOWN HERECH, ARE HEREBY ACCEPTED FOR LANDSCAPE. AND MAINTENANCE EASENENT SUBJECT TO IMPROVEMENTS. IN ACCORDANCE WITH COUNTY STANDARDS.

DATE: 20	AFTEST: KECIA HARPER-INEM CLERK OF THE BOARD OF SUPERWSORS
BY: CHARMAN OF THE BOARD OF SUPERVISORS	8Y:

#### TAX BOND CERTIFICATE

LIBERTY CRITEY HAIL A BRID IN HE SUM OF \$ 27 300 CO HAS BEEN SPECULTED AND REED WITH SOME OF \$ SWEETNINGS OF THE COUNTY OF PROFESSOR, CALEGREMA, CANDIDATED UPON THE PANNEY. OF ALL THAS, STALE, CRITEY, MARKENA, OR LICAL, MAY ALL SPECIAL ASSESSMENTS COLLITORIES AS TAXES, WHICH AT THE REED OF THE COUNTY ME COUNTY RECORDER AREA IN THE ARRANGE THAT PROFESSOR OF THE MARKEN THAT IN THE COUNTY ROUGHER AREA IN THE ARRANGE AND SOME SING SEEN DILY APPROVED BY SAU BRAND OF SUPERVISORS.

DATE: NURE 27	, 20 17
CASHDOR SURETY BOND	
COUNTY TAX COLLECTOR	, , 1
ex. Otheren	Kirlan DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE. AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR LIMINAD STATE, COUNTY, MANICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, ELECTRIFICACE, OF SPECIAL ASSESSMENTS COLLECTED AS TAXES.
TAKES MORE A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO DE \$ 97,522.2.2.2.2.2.2.2.2.

DATE CLUBE 27	20_17-
DON KENT COUNTY TAX SOMECTOR /	
of these hat	licke L. DEPUTY

NOTARY ACKNOWLEDGMENTS, (SEE SHEET 2)

FOR BOUNDARY MAP, BASIS OF BEARINGS, MONUMENT NOTES AND SURVEYOR'S NOTES. (SEE SHEET 3)

FOR SHEET INDEX AND EASEMENT NOTES. (SEE SHEET 4) FOR DETAILS (SEE SHEETS 10 & 11)

SCHEDULE "A" SEC.6, T.7S, R.2W S.B.M. i₽≸ 140078

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

	1.	Work	Order	#	 
1					

1. Page---- of----

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

ine the end of the configuration is (500) 50000001	DEPARTMENTAL						
3. DEPARTMENT Clerk of the Board of Supervisors 8. OF			RG.#		10. D	DATE 08/14/2017	
4. ORGANIZATION County of Riverside			9. A	CCOUNT#		11. N	MEDIA CODE
5. ADDRESS 4080 Lemon St., Room	127		12. N	O. OF BOXES T	RANSFER	RED	
сіту Riverside, Ca. 92501			13. R	ECORDS TRAN	SFERRED	BY:A	shley Aparicio
6. MAIL STOP 7. Name PHONE # Ashley Aparicio 955	FAX# -8092 951-955-1071		14. F	14. RECORDS COORDINATOR (must be Authorized)			
15. BOX # DESCRIPTION OF RECORDS RANGE (Temp) Must be the same as records series title on schedule OF YEAR				RS DATE SERIES TITLE BOX #			PERMANENT
Item No. 2.28 Board Meeting 07/25/2017							
Final Map for Tract 36536 Schedule A Subdivision in Frer	nch Valley Area						
Resubmission on 8/14/2017							
				·			2017
21. RECORDS RECEIVED BY:  22. TITLE RMAP  23. RECEIVED VIA:  24. DATE RECEIVED: 8/14/17  25. TIME RECEIVED: 11:15 mm  26. BOXES VERIFIED BY:  27. DATE BOXES VERIFIED:			30. REMARKS			AUG 14 AM 11: 13	
28. NAME\DATE SCANNED TO HOLDING AREA:				29. NAME\DATE	SCANNED	TO LO	CATION: