

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



ITEM  
2.17  
(ID # 6311)

**MEETING DATE:**

Tuesday, February 27, 2018

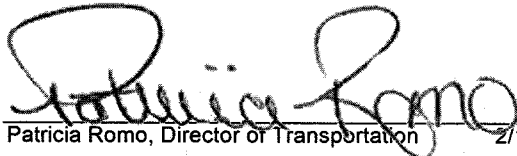
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of Final Tract Map 35161, a Schedule "A" Subdivision in the French Valley Area. 3rd District; [Applicant Fees 100%]

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

1. Approve the Improvement Agreements for Final Tract Map 35161 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 Tract Map 35161.

**ACTION:** Consent


  
Patricia Romo, Director of Transportation 2/14/2018

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**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, Perez and Ashley  
Nays: None  
Absent: None  
Date: February 27, 2018  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Applicant fees 100%. No general funds will be used.			<b>Budget Adjustment:</b>	N/A
			<b>For Fiscal Year:</b>	17/18

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

**BACKGROUND:**

**Summary**

Tract 35161 was approved by the Board of Supervisors on June 22, 2010 as Agenda Item 16.1. Final Tract Map 35161 is a 19.35 acre subdivision that is creating 51 residential lots and 2 open space lots in the French Valley area. This Final Tract 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.

KB Home Costal, Inc., 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 Berley Insurance Company are as follows:

- \$1,978,500 - Bond # 0200088 for the completion of street improvements
- \$164,000 - Bond # 0200088 for the completion of the water system
- \$198,000 - Bond # 0200088 for the completion of the sewer system
- \$68,400 - Bond # 30015506 for the completion of the monumentation

**Impact on Residents and Businesses:**

N/A

**Additional Fiscal Information:**

All fees paid by the applicant. There is no general fund obligation.

**Contract History and Price Reasonableness:**

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

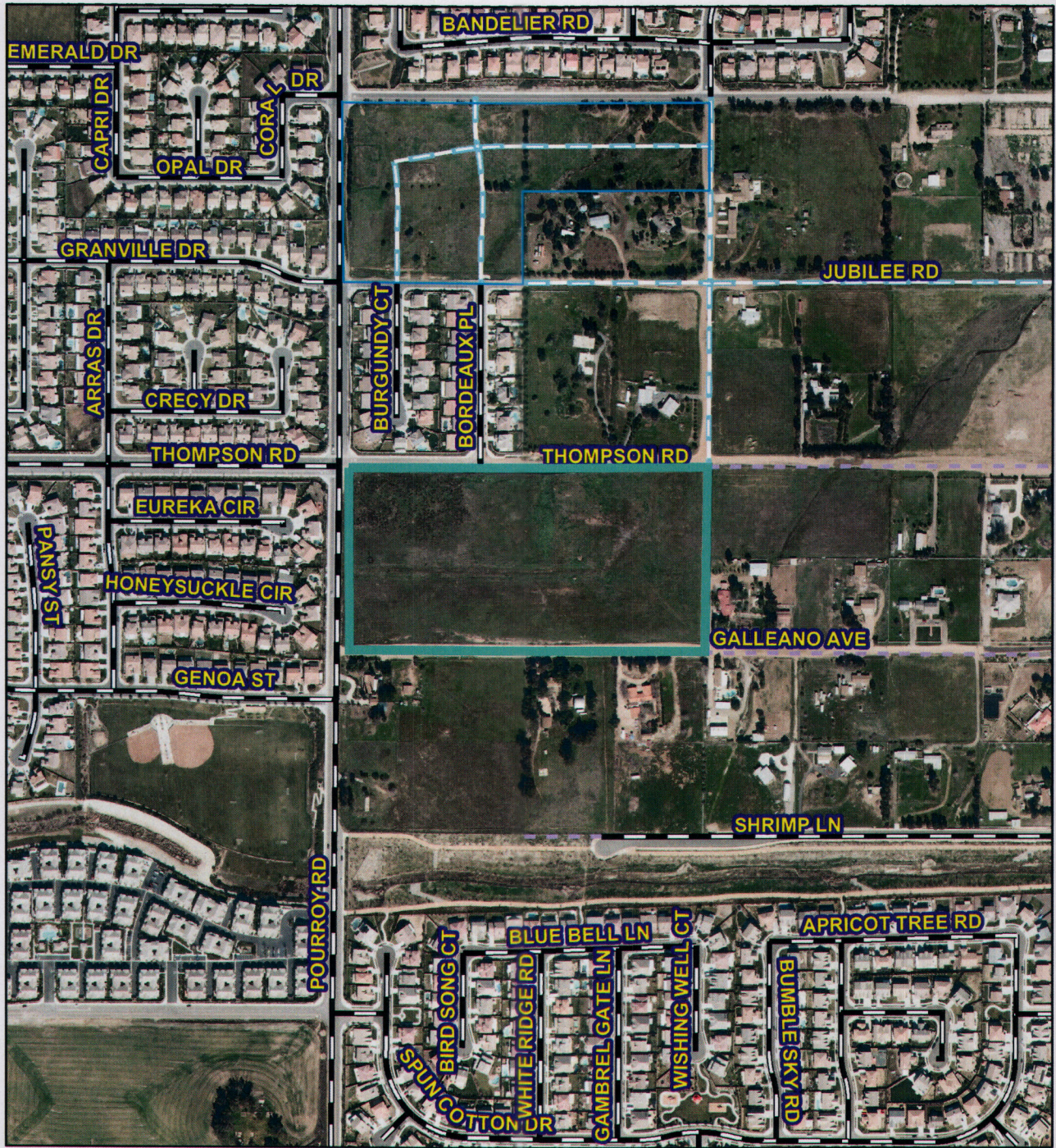
N/A

**ATTACHMENTS:**

Final Map 35161 Vicinity Map  
Road/Drainage Improvement Agreement  
Water System Improvement Agreement  
Sewer System Improvement Agreement  
Monumentation Agreement  
Final Map 35161 Mylars

  
\_\_\_\_\_  
Scott Bruckner 2/20/2018

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel 2/15/2018



NOT TO SCALE

# VICINITY MAP

## Tract 35161

TWP. 7S., RNG. 2W., SEC. 4

Supervisory District: 3

**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 KB Home Coastal, Inc., hereinafter called Contractor.

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 35161, 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 Sixty-eight thousand four hundred and no/100 Dollars (\$68,400.00).

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 or them, the irrevocable permission to enter upon the lands of the subject land division

for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow Contractor to carry out this agreement.

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

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

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

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

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

County

Contractor

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

KB Home Coastal, Inc.  
36310 Inland Valley Drive  
Wildomar, CA 92595

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

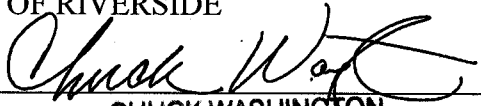
By  \_\_\_\_\_

Title Chris Larsen, Sr. Project Manager

By \_\_\_\_\_

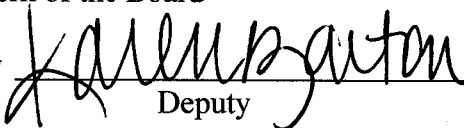
Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By  \_\_\_\_\_  
**CHUCK WASHINGTON**  
**CHAIRMAN, BOARD OF SUPERVISORS**

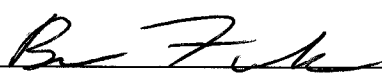
ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By  \_\_\_\_\_  
Deputy

APPROVED AS TO FORM

County Counsel

By  \_\_\_\_\_

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

Revised 09/29/09

# CALIFORNIA ALL-PURPOSE 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 August 30, 2017 before me, Sonia Rodriguez, Notary Public, personally appeared Chris Larsen, 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.



  
\_\_\_\_\_  
Sonia Rodriguez

(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 KB Home Coastal, Inc., hereinafter called Contractor.

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 35161**, 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 **Eastern 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 **One hundred ninety-eight thousand and no/100 Dollars (\$198,000.00)**.

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

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

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

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

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

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

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

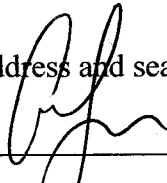
NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted,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

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

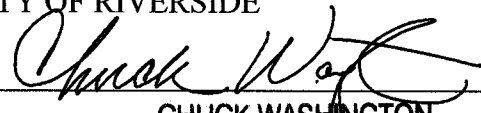
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street	KB Home Coastal, Inc. 36310 Inland Valley Drive Wildomar, CA 92595

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

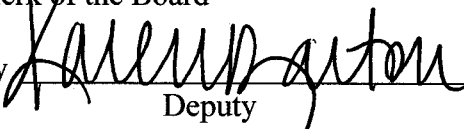
By  \_\_\_\_\_  
Title Chris Larsen, Sr. Project Manager  
By \_\_\_\_\_  
Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By  \_\_\_\_\_  
CHUCK WASHINGTON

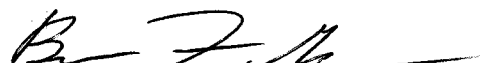
ATTEST: CHAIRMAN, BOARD OF SUPERVISORS

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 TRIPPLICATE

# CALIFORNIA ALL-PURPOSE 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.

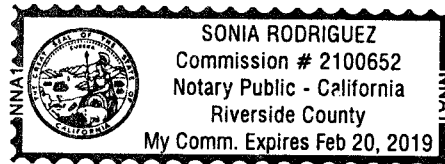
State of California }


County of Riverside }

On August 30, 2017 before me, Sonia Rodriguez, Notary Public, personally appeared Chris Larsen, 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.



  
\_\_\_\_\_  
Sonia Rodriguez

(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 KB Home Coastal, Inc., hereinafter called Contractor.

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 35161**, 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 **Eastern Municipal Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **One hundred sixty-four thousand and no/100 Dollars (\$164,000.00)**.

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

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

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

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

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

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

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

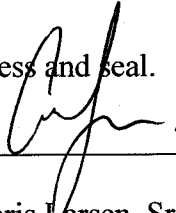
NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted,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

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

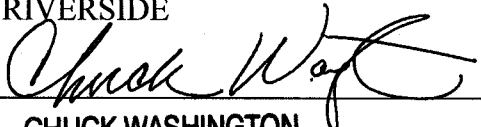
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street	KB Home Coastal, Inc. 36310 Inland Valley Drive Wildomar, CA 92595

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

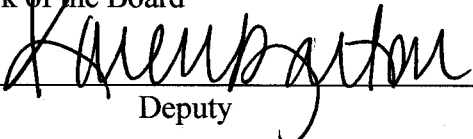
By   
Title Chris Larsen, Sr. Project Manager  
By \_\_\_\_\_  
Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By   
CHUCK WASHINGTON  
CHAIRMAN, BOARD OF SUPERVISORS

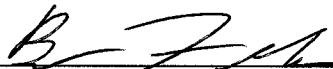
ATTEST:

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

Revised 09/29/09

# CALIFORNIA ALL-PURPOSE 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 }

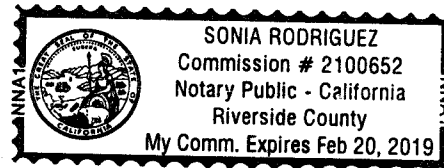
County of Riverside }

On August 30, 2017 before me, Sonia Rodriguez, Notary Public, personally appeared Chris Larsen, 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.

  
\_\_\_\_\_  
Sonia Rodriguez



(SEAL)



**AGREEMENT  
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KB Home Coastal, Inc., hereinafter called Contractor.

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 35161**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **One million nine hundred seventy-eight thousand five hundred and no/100 Dollars (\$1,978,500.00)**.

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

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

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

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

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

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

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

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

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

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

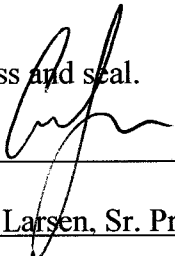
County

Contractor

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street

KB Home Coastal, Inc.  
36310 Inland Valley Drive  
Wildomar, CA 92595

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

By  \_\_\_\_\_

Title Chris Larsen, Sr. Project Manager

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By  \_\_\_\_\_

CHUCK WASHINGTON

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

# CALIFORNIA ALL-PURPOSE 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.

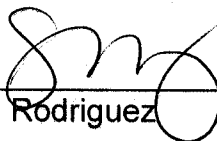
State of California }

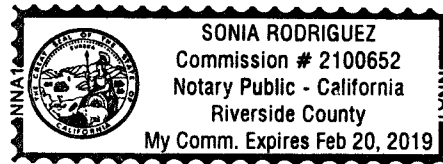
County of Riverside }

On August 30, 2017 before me, Sonia Rodriguez, Notary Public, personally appeared Chris Larsen, 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.

  
\_\_\_\_\_  
Sonia Rodriguez



(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 03/01/2018			
4. ORGANIZATION County of Riverside-CA.			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 PHONE # FAX# Lorraine Williams 951-955-8092 951-955-1071		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 2.17 Tract Map 35161 Board Date: 02/28/2018						
	Schedule "A" Subdivision in the French Valley area 3 <sup>rd</sup> District						
21. RECORDS RECEIVED BY: <i>Rene Sifantog</i>			30. REMARKS  <b>RECEIVED RIVERSIDE COUNTY CLERK / BOARD OF SUPERVISORS 2018 MAR - 1 AM 10:23</b>				
22. TITLE <i>DPS</i>	23. RECEIVED VIA: <i>Courier</i>						
24. DATE RECEIVED: <i>3-1-18</i>	25. TIME RECEIVED: <i>5-1-18</i>						
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:						
28. NAME/DATE SCANNED TO HOLDING AREA:						29. NAME/DATE SCANNED TO LOCATION:	

*2018 - 3 - 138 763*

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

TRACT NO. 35161

BEING A SUBDIVISION OF PARCEL 1 AND LOT C, OF PARCEL MAP NO. 6643, AS SHOWN BY MAP ON FILE IN BOOK 24, PAGE 59 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 4, TOWNSHIP 7 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN.

APRIL, 2014

VSL ENGINEERING

STATEMENT

WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE RIGHT TO PASS A CLEAR TITLE TO SAID LAND, THAT WE ARE AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN ON THE BORDER LINE. THE REAL PROPERTY DESCRIBED BELOW IS INTENDED FOR PUBLIC PURPOSES. LOTS "A" THROUGH "G", ARE FOR STREET AND PUBLIC UTILITY PURPOSES.

DEDICATION OF LOTS "A" AND "B" THE OWNERS OF LOTS 1, 2, 3 ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ANY WIDTH OR WIDTH THAT RESULTS IN THE VACATION THEREOF IS CONDITION OF ACCESS RIGHTS AS TO THE PART

DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR WATER QUALITY EASEMENT" LYING OVER ALL OF LOTS 52 AND 53. HEREON THE DEDICATION IS FOR WATER QUALITY AND

DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR DRAINAGE EASEMENTS LYING OVER ALL OF LOTS 52 AND 53. THE DEDICATION IS FOR CONSTRUCTION AND MAINTENANCE

DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR LANDSCAPE EASEMENTS, LYING WITHIN LOTS 1, 11, 12, 23, THROUGH 51 AND ALL OF LOTS 52 AND 53, AS SHOWN HEREON IS FOR OPEN SPACE AND LANDSCAPE MAINTENANCE OF VALLEY-WIDE RECREATION AND PARK DISTRICT.

A CALIFORNIA CORPORATION.

HANSEN  
VIT. FORWARD PLANNING

KNOWLEDGEMENT

OR OTHER OFFICER COMPLETING THIS CERTIFICATE THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE HIGH THIS CERTIFICATE IS ATTACHED, AND NOT THE ACCURACY, OR VALIDITY OF THAT DOCUMENT.

BEFORE ME, Brittney Lobo  
PERSONALLY APPEARED John Hansen

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 UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$28,300.00. THIS Certificate is not valid if any supplemental tax assessments to + yet extended. DATE: January 31, 2018.

JON CHRISTENSEN  
COUNTY TAX COLLECTOR  
BY: John Hansen DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$2,300.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS. THIS Certificate is not valid if any supplemental tax assessments to + yet extended. DATE: January 31, 2018.

CAS TAX BOND  
JON CHRISTENSEN  
COUNTY TAX COLLECTOR

REGA HARPER-IHEM  
CLERK OF THE BOARD OF SUPERVISORS  
BY: John Hansen DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBD MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RON KIPPER IN OC 2007. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER A OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORD WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND CO. AS SHOWN.

DATE: 12/31/19, 20  
WILLIAM T. SMITH  
L.S. 7910  
EXP. 12/31/19



NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURR CREEK/WARM SPRINGS VALLEY AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 66483, ET SEQ. OF GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA. NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID WITH CASHIER'S CHECK OR MONEY ORDER ONLY TO THE RIVERSIDE COUNTY FL CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE FIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING PERMIT, SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

**SURVEYOR'S STATEMENT**

MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND LOCAL ORDINANCE AT THE REQUEST OF RON KIPPER IN OCTOBER, 2011. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND COPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVELY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE SHOWN.

DATE: 12/31/19, 20\_\_

JAM T. SMITH  
7910  
12/31/19



**NOTICE OF DRAINAGE FEES**

THIS IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA WARM SPRINGS VALLEY AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO ORDINANCE 460 AND SECTION 66483, ET SEQ. OF THE DRAINAGE CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR DRAINAGE AREA. IT IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF VANCE 460, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID WITH THE CHECK OR MONEY ORDER ONLY TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER OCCURS FIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMIT, SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE PERMIT.

**ALLEY-WIDE RECREATION AND PARK DISTRICT**

ALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HEREBY APPROVES THE TRACT MAP BUT DOES NOT NOW ACCEPT IRREVOCABLE OFFERS OF DEDICATION MADE HEREON.

NO. \_\_\_\_\_  
FEE \_\_\_\_\_  
PETER ALDANA  
ASSESSOR - COUNTY CLERK - RECORDER



BY: \_\_\_\_\_, DEPUTY  
SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

**COUNTY SURVEYOR'S STATEMENT**

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP NO. 35161 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON JUNE 22, 2010, THE EXPIRATION DATE BEING JUNE 22, 2018 AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 2-14, 2018

DAVID L. McMILLAN, COUNTY SURVEYOR  
L.S. 8488  
EXP. 12/31/2018



**BOARD OF SUPERVISOR'S STATEMENT**

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE DEDICATION OF THE WATER QUALITY EASEMENTS AS SHOWN HEREON ARE HEREBY ACCEPTED.

THE DEDICATION OF THE DRAINAGE EASEMENTS AS SHOWN HEREON ARE ACCEPTED SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

DATE: 2/28/18, 2018

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
ATTEST:  
BY: Kevin Holt KECIA HARPER-HEM  
CHAIRMAN OF THE BOARD OF SUPERVISORS CLERK OF THE BOARD OF SUPERVISORS  
BY: Thomas Wain DEPUTY

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Sheppard, Mullin, Richter & Hampton LLP  
501 West Broadway, 19th Floor  
San Diego, CA 92101-3598  
Attn: Nancy T. Scull, Esq.

SPACE ABOVE RESERVED FOR FILING STAMP

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ALURE**

**NOTICE: A MASTER DISPUTE RESOLUTION DECLARATION FOR ALURE IS INCORPORATED HEREIN BY REFERENCE AND ALSO BEING RECORDED CONCURRENTLY HERewith IN THE OFFICIAL RECORDS. THE MASTER DISPUTE RESOLUTION DECLARATION REQUIRES THAT CERTAIN DISPUTES SHALL BE RESOLVED BY THE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES SET FORTH THEREIN INCLUDING MANDATORY BINDING ARBITRATION. THE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES DO NOT UTILIZE A JURY AND DO NOT PERMIT CLASS ACTION LAWSUITS. A COPY OF THE MASTER DISPUTE RESOLUTION DECLARATION CAN BE OBTAINED FROM THE COUNTY RECORDER OF RIVERSIDE COUNTY.**



**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE 1 DEFINITIONS.....	1
1.1 "Applicable Laws".....	1
1.2 "Conditions of Approval".....	1
1.3 "County".....	1
1.4 "Community".....	2
1.5 "Community Entitlement Documents".....	2
1.6 "CFD".....	2
1.7 "County Service Area 103".....	2
1.8 "County Service Area 103 Maintained Areas".....	2
1.9 "Covenants".....	2
1.10 "Covered Property".....	2
1.11 "Cross Lot Drainage Easement Areas".....	2
1.12 "Cross Lot Drainage Facilities".....	2
1.13 "Declarant".....	2
1.14 "Declaration".....	2
1.15 "Final Map(s)".....	2
1.16 "Governmental Agency(ies)".....	2
1.17 "Governmental Requirements".....	3
1.18 "Hazardous Materials".....	3
1.19 "Homeowners Maintenance Guide".....	3
1.20 "Improvements".....	3
1.21 "Lot".....	3
1.22 "Maintenance Obligations".....	3
1.23 "Master Dispute Resolution Declaration".....	3
1.24 "Official Records".....	3
1.25 "Outdoor Improvements".....	3
1.26 "Owner".....	3
1.27 "Residence".....	4
1.28 "Storm Drain and Water Quality Improvements".....	4
1.29 "Subdivision Map" or "Final Map".....	4
1.30 "Supplementary Declaration".....	4
1.31 "Valley-Wide".....	4
1.32 "Valley-Wide Maintained Areas".....	4
ARTICLE 2 GENERAL PLAN OF DEVELOPMENT AND DECLARANT'S RIGHTS.....	4
2.1 Limitations of Restrictions.....	4
2.2 Rights of Access and Completion of Construction.....	4
2.3 The Covered Property.....	5
2.4 Rights to Change Size and Appearance of the Property.....	5
2.5 Marketing Rights.....	5
2.6 Alterations to Map.....	5
2.7 Supplementary Declaration.....	5
2.8 Power of Attorney.....	5
ARTICLE 3 OWNERSHIP AND EASEMENTS.....	6
3.1 Ownership.....	6
3.2 Easements for Encroachments.....	6
3.3 Easements for Utilities.....	6
3.4 Easements for Drainage.....	6
3.5 Easements for Construction, Sales and/or Leasing.....	7
3.6 Easements for Common Walls and Fences.....	7

3.7	Valley-Wide and CFD Maintained Areas.....	7
3.8	Amendment to Eliminate Easements.....	8
ARTICLE 4 USE RESTRICTIONS.....		8
4.1	Residential Uses.....	8
4.2	Prohibited Dwelling Structures.....	8
4.3	Rental of Lots.....	8
4.4	Signs.....	8
4.5	Animals.....	8
4.6	Window Coverings.....	9
4.7	Nuisances.....	9
4.8	Compliance With Applicable Laws.....	9
4.9	Exterior Painting.....	9
4.10	Repair and Reconstruction.....	9
4.11	Parking, Vehicular Restrictions and Garages.....	9
4.12	Temporary Structures.....	10
4.13	Oil and Mineral Rights.....	10
4.14	Solar Energy Systems.....	10
4.15	Antennae and Satellite Dishes.....	10
4.16	Trash.....	10
4.17	Water and Sewer Systems.....	10
4.18	Unightly Articles.....	10
4.19	Hazardous Materials.....	11
4.20	Drainage.....	11
4.21	Cross Lot Drainage Facilities.....	11
4.22	No Modification of Storm Drain and Water Quality Improvements.....	11
4.23	Compliance With Requirements Regarding Storm Water Pollution.....	11
4.24	Water Supply and Water Softener Systems.....	13
4.25	Dig Alert.....	13
4.26	No Easements for View Purposes; Disclaimer.....	13
4.27	Valley-Wide Maintained Area.....	13
4.28	Landscaping Restriction.....	13
4.29	Notice of Airport in Vicinity.....	13
4.30	Restrictions Associated with Airport In Proximity.....	13
4.31	Outdoor Lighting.....	14
4.32	Agricultural and Dairy Uses.....	14
4.33	Exemption of Declarant.....	14
ARTICLE 5 MAINTENANCE.....		14
5.1	Maintenance of Lots.....	14
5.2	Performance of the Maintenance Obligations By Owner.....	14
5.3	Installation and Maintenance of Landscaping.....	14
5.4	Walls and Fences.....	14
5.5	Drainage.....	15
ARTICLE 6 ARCHITECTURAL APPROVAL.....		15
6.1	Architectural Approval.....	15
6.2	Submittal of Plans.....	15
6.3	Architectural Approval - Review of Plans.....	16
6.4	Submittal to County - Right of Declarant to Review Changes.....	16
6.5	Approval of Governmental Agency.....	16
6.6	Conflicts Between Governmental Requirements and Declarant's Requirements.....	16
6.7	Construction of Improvements.....	16

6.8	Approval Not Waiver; Enforcement .....	17
6.9	Non-Liability for Approval .....	17
6.10	Prohibited Actions .....	17
6.11	Owner Acknowledgement .....	17
ARTICLE 7 ENFORCEMENT .....		17
7.1	Enforcement and Nonwaiver .....	17
7.2	Disputes Involving Declarant.....	18
ARTICLE 8 DE-ANNEXATION AND SUPPLEMENTARY DECLARATION .....		20
8.1	Right of De-Annexation .....	20
8.2	Supplementary Declarations .....	20
ARTICLE 9 GENERAL PROVISIONS.....		20
9.1	Constructive Notice and Acceptance .....	20
9.2	Rights of Lender .....	20
9.3	Severability .....	20
9.4	Term .....	20
9.5	Covenants Running With The Land .....	20
9.6	Construction .....	21
9.7	Amendments .....	21
9.8	County Required Provision.....	21
9.9	Notices.....	21
9.10	No Racial Restriction.....	21
9.11	Number; Gender.....	21
9.12	Exhibits .....	22
9.13	Statutory References.....	22

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ALURE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ALURE ("**Declaration**") is made this \_\_\_ day of \_\_\_\_\_, 2017 by KB HOME Coastal Inc., a California corporation ("**Declarant**") with reference to the facts set forth below.

**RECITALS**

All initially capitalized terms used but not defined in the Recitals shall have the meanings set forth in **Article 1** of this Declaration.

A. **Property Within Alure.** Declarant is the Owner of a residential community situated in the County of Riverside, State of California known as "Alure" ("**Community**"), which consists of the real property more particularly described on Exhibit "A" attached hereto ("**Covered Property**" or "**Property**"). If developed as planned, the Community may consist of approximately fifty-one (51) Lots.

B. **Covenants, Conditions and Restrictions.** Declarant desires to impose a general plan for the development, protection, use, occupancy and enjoyment of the Property, and to establish and impose covenants, conditions, restrictions and easements upon the Property for the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of the Property.

C. **Master Dispute Resolution Declaration.** A separate Master Dispute Resolution Declaration will be or has been recorded against the Property and will set forth, among other matters, Declarant's binding alternative dispute resolution procedures for the resolution of all Claims by an Owner involving Declarant or a Declarant Party, including without limitation, Construction Defect Claims. Each Owner is bound by the dispute resolution procedures set forth in the Master Dispute Resolution Declaration

NOW, THEREFORE, Declarant declares that it has established, and does hereby establish, a plan for the development, protection, use, maintenance, care, occupancy and enjoyment of the Property, and has fixed, and does hereby fix, the covenants, conditions, restrictions, easements, reservations, liens and charges upon the Property. Each and all of the Covenants are imposed as equitable servitudes upon the Property, which shall run with the land and shall inure to the benefit of and be binding upon Declarant, and its successors and assigns, and all subsequent owners of all or any portion of the Property, together with their grantees and successors in interest to the Property.

**ARTICLE 1  
DEFINITIONS**

1.1 **"Applicable Laws"** means the entitlements for the Property and any law, regulation, rule, order or ordinance of any Governmental Agency(ies) having jurisdiction over the Property which are applicable to the Property or any portion thereof now in effect or as hereafter promulgated.

1.2 **"Conditions of Approval"** means the Conditions of Approval for the Covered Property as adopted by the County.

1.3 **"County"** means the County of Riverside, California.

1.4 **"Community"** means all of the Covered Property and Improvements located therein which is included within the community in the County commonly known as "Alure."

1.5 **"Community Entitlement Documents"** means all documents such as the Specific Plan for Alure as adopted and amended from time to time by the County providing overall approval for the development of the Covered Property.

1.6 **"CFD"** refers to Community Facilities District Zone 13 (Turtle Ranch) that will fund maintenance of the Valley-Wide Maintained Areas.

1.7 **"County Service Area 103"** means County Service Area 103.

1.8 **"County Service Area 103 Maintained Areas"** means those portions of the Community which will be owned by the County and maintained by County Service Area 103. The location of the County Service Area 103 Maintained Areas are depicted on **Exhibit "B."**

1.9 **"Covenants"** means the covenants, conditions, restrictions, easements, reservations, liens and charges set forth in this Declaration.

1.10 **"Covered Property"** means all the real property described on **Exhibit "A"** attached hereto and all Improvements thereon. In the event of the de-annexation of any Covered Property previously subject to this Declaration, the term "Covered Property" shall not be deemed to include any such de-annexed property.

1.11 **"Cross Lot Drainage Easement Areas"** means those certain easement areas located within Residential Lots 47 through 51, inclusive, of the Property which contain the Cross Lot Drainage Facilities. The Cross Lot Drainage Easement Areas are part of the Valley-Wide Maintenance Areas within Residential Lots 47 through 51, inclusive, as shown on **Exhibit "B."**

1.12 **"Cross Lot Drainage Facilities"** means those certain subterranean and surface area drainage facilities (if any) installed by Declarant within the Property to provide for drainage between the Lots, which are to be maintained as provided herein or in a Supplementary Declaration. The Cross Lot Drainage Facilities are located within the Valley-Wide Maintenance Areas within Residential Lots 47 through 51, inclusive, as shown on **Exhibit "B."**

1.13 **"Declarant"** means KB HOME Coastal Inc., a California corporation and any person or entity acquiring all or any portion of KB HOME's interest in the Property (including all or any portion of Declarant's rights and obligations as created and established herein) pursuant to written assignments from Declarant which are recorded in the Official Records. A successor Declarant shall also be deemed to include the beneficiary under any deed of trust securing an obligation from a then existing Declarant encumbering all or any portion of the Property, which beneficiary has acquired any such Property by foreclosure, power of sale or deed in lieu of such foreclosure or sale.

1.14 **"Declaration"** means this Declaration of Covenants, Conditions and Restrictions of Alure, and all subsequent amendments to this Declaration and any Supplementary Declarations as may be recorded, from time to time, in the Official Records.

1.15 **"Final Map(s)"** means the final map(s) covering the Property recorded in the Official Records, and any adjustments or corrections thereto.

1.16 **"Governmental Agency(ies)"** means any federal, state, county, city, local or municipal governmental entity(ies) or quasi-governmental entity(ies) or body(ies) (or any departmental agency(ies) thereof) exercising jurisdiction over a particular subject matter for any portion of the Property.

**1.17 "Governmental Requirements"** means all Applicable Laws, subdivision requirements, zoning restrictions, map conditions (including, without limitation, conditions of approval issued by the County for any portion of the overall Property), and all other requirements (including all requirements to have or to obtain permits) of any Governmental Agencies.

**1.18 "Hazardous Materials"** means any substance, material or other thing regulated by or pursuant to any Applicable Laws by reason of its potential for harm to human health or the environment, or because of its flammability, toxicity, reactivity or corrosiveness.

**1.19 "Homeowners Maintenance Guide"** means the guide prepared by Declarant or its consultants and provided to each Owner specifying obligations for maintenance of the Lots and Residences by the Owners, as updated and amended from time to time.

**1.20 "Improvements"** means all structures and appurtenances thereto of every kind, including, without limitation, Residences, and all modifications to the exterior of a Residence, accessory buildings, walkways, awnings, shades, screens, including materials used to screen recreational and other vehicles parked on a Lot, screen doors, skylights, room additions, garages, pavement, private driveways, fences, side yard and rear yard fences, retaining walls, patios and patio covers, pools, spas, basketball standards and other recreational facilities and equipment, irrigation equipment and all related facilities, exterior air conditioning units, streetscapes, antennas and related facilities, exterior lighting, water softening equipment, hedges, trees and other landscaping which can grow to a height in excess of any perimeter fence or wall of the Property.

**1.21 "Lot"** means a plot of land subject to this Declaration, which is separately numbered and shown on the Final Map, which is designed and intended for the construction of one (1) single-family Residence related Improvements.

**1.22 "Maintenance Obligations"** means each Owner's obligations to perform (a) all reasonable maintenance consistent with the terms of the Homeowners Maintenance Guide, any maintenance obligations and schedules in any warranty offered by Declarant or any manufacturer, and any maintenance obligations and schedules otherwise provided by Declarant or any manufacturer; (b) all commonly-accepted maintenance practices to prolong the life of the materials and construction in the Residence, as updated and amended from time to time; and (c) the maintenance obligations set forth in this Declaration.

**1.23 "Master Dispute Resolution Declaration"** means the Master Dispute Resolution Declaration executed by Declarant which is recorded in the Official Records against any portion of the Property. References to the Master Dispute Resolution Declaration include any subsequently recorded amendments or supplements thereto. There may be more than one (1) Master Dispute Resolution Declaration at any given time; each may apply to different Lots or portions of the Community. The Master Dispute Resolution Declaration recorded in the Official Records constitutes a part of this Declaration and is incorporated herein by this reference as though set forth in full herein. A copy of the Master Dispute Resolution Declaration can be obtained from the County Recorder of Riverside County.

**1.24 "Official Records"** means the Office of the County Recorder of the County.

**1.25 "Outdoor Improvements"** means all exterior changes or Improvements such as landscaping, hardscaping, trellises, patio covers, decks, spas, room additions, changes in grading or elevation and other similar Improvements by an Owner other than Declarant.

**1.26 "Owner"** means the record owner, whether one or more persons or entities, including Declarant, of any Lot, excluding those having such interest merely as security for the performance of an obligation. A contract purchaser under a recorded installment land sales contract shall be included as an

Owner but those merely having an interest as security for the performance of an obligation shall not be Owners.

**1.27 "Residence"** means the individual dwelling (including the garage and any other appurtenant Improvements) which is constructed upon a separate Lot and which is designed and intended for use and occupancy as a single-family residence.

**1.28 "Storm Drain and Water Quality Improvements"** means any private storm drain and water quality protection improvements and systems including, without limitation, detention and storm water basins and other pollution control devices located within the Property and any other Storm Drain and Water Quality Improvements described in a Supplementary Declaration.

**1.29 "Subdivision Map" or "Final Map"** means any final subdivision or parcel map creating Lots within the Covered Property.

**1.30 "Supplementary Declaration"** means those certain supplementary declarations or similar instruments, which may be recorded by Declarant without the consent of any Owner while Declarant owns any portion of the Property to do any of the following: (a) de-annex any portion of the Property prior to conveyance to an Owner, (b) make modifications or adjustments to reflect Declarant's development plan or any lot line adjustments, parcel maps and final subdivision maps and/or conditions or requirements imposed by Governmental Agencies, (c) conform this Declaration or any previously recorded Supplementary Declarations to Governmental Requirements, (d) identify additional Lots subject to the easements described herein, (e) designate any areas specified herein (f) make corrections or modifications to the provisions of this Declaration or previously recorded Supplementary Declaration(s), including but not limited to exhibits attached thereto; and/or (g) impose dispute resolution procedures.

**1.31 "Valley-Wide"** means Valley-Wide Park and Recreation District, and its departments, divisions, employees and representatives.

**1.32 "Valley-Wide Maintained Areas"** means those areas located within Tract 35161 maintained by Valley-Wide as depicted on **Exhibit "B"** which is attached hereto and incorporated herein by reference. The cost of maintaining the Valley-Wide Maintained Areas shall be funded by the CFD.

## **ARTICLE 2**

### **GENERAL PLAN OF DEVELOPMENT AND DECLARANT'S RIGHTS**

**2.1 Limitations of Restrictions.** Declarant is undertaking the work of developing Lots and other Improvements within portions of the Property. The completion of the development work and the marketing and sale, rental and other disposition of the Lots is essential to the establishment of the Property as a residential community. In order that the work may be completed, nothing in this Declaration shall be interpreted to deny Declarant the rights set forth in this Article.

**2.2 Rights of Access and Completion of Construction.** Declarant shall have the rights set forth below.

**2.2.1 Access.** Declarant shall have the right to do within any Lot owned by it whatever is reasonably necessary or advisable in connection with the completion of the Property and the marketing and maintenance thereof.

**2.2.2 Construct Improvements.** Declarant shall have the right to erect, construct, install, modify or remove and maintain within any Lot owned by it such Improvements, as Declarant may in its sole discretion, deem appropriate, establish the Property as a residential community and dispose of the Property or other community or project owned by Declarant by sale, lease or otherwise, as

determined by Declarant in its sole discretion and to perform or complete any work to Improvements required for Declarant to obtain a release of any bonds posted by Declarant with the County.

**2.3 The Covered Property.** The Covered Property is planned to be improved with single-family detached Residences, but Declarant makes no representation that the Property will be developed as proposed.

**2.4 Rights to Change Size and Appearance of the Property.** Declarant shall not be prevented from changing the exterior appearance of Improvements or any other matter directly or indirectly connected with the Property in any manner deemed desirable by Declarant, if Declarant satisfies the applicable Governmental Requirements.

**2.5 Marketing Rights.** Nothing in this Declaration shall limit, restrict, abridge or control in any manner whatsoever the right of Declarant and its agents, representatives and employees, and successors and assigns to do any of the following:

**2.5.1** maintain and operate model homes, advertising, sales or leasing office(s) upon any Lot owned by Declarant and conduct such advertising activities as Declarant deems necessary;

**2.5.2** post and display from any Lot owned by Declarant any sign, flag, banner, billboard and other advertising and promotional devices which Declarant may, in its sole discretion, deem appropriate, irrespective of size, color, shape or materials of such items;

**2.5.3** conduct any commercial activity upon any Lot owned by Declarant which reasonably relates to the development, marketing, leasing or sales of the Property, and other real property owned and controlled by Declarant; and

**2.5.4** park vehicles upon any Lot owned by Declarant.

Furthermore, nothing in this Declaration shall limit the right of Declarant to establish additional licenses, easements and rights-of-way in favor of Declarant, utility companies or others as Declarant, in its sole discretion, deems appropriate for the development of the Property. The foregoing rights established and reserved by Declarant shall be subject only to Applicable Laws.

**2.6 Alterations to Map.** At any time within three (3) years after the date that the first Lot is conveyed to an Owner by Declarant, the boundaries of any Lot may be altered by a lot line adjustment or other change reflected on a subsequently recorded Record of Survey, parcel map, Final Map or amended Final Map, provided that the altered boundaries are approved by Declarant and all Owners of the Property involved in the boundary adjustment. Declarant may, in its sole discretion, make minor changes to the number of Lots then owned by Declarant in the Property. An alteration shall be effective upon recordation of the Record of Survey or map and, upon such recordation, the boundaries of the affected Lots shall be altered for purposes of this Declaration to conform to the boundaries as shown on the Record of Survey or map. Any alterations to the Final Map shall be subject to the approval requirements set forth in **Section 9.8** below.

**2.7 Supplementary Declaration.** A Supplementary Declaration may be recorded by Declarant at any time for any of the purposes for which a Supplementary Declaration may be recorded as described in **Section 1.19** without the consent of any other Owner.

**2.8 Power of Attorney.** Each Owner, by accepting a deed to a Lot, shall be deemed to irrevocably appoint Declarant, as his or her Attorney-in-Fact, to prepare, execute, acknowledge and record any Final Map for all or any portion of the Property regardless of whether Declarant owns any interest in the property which is the subject of such parcel map, Final Map or amended Final Map. The



acceptance or creation of any mortgage or other encumbrance, whether or not voluntary, created in good faith, or given for value, shall be deemed to be accepted or created subject to each of the terms and conditions described in this Section.

### **ARTICLE 3 OWNERSHIP AND EASEMENTS**

**3.1 Ownership.** Title to each Lot shall be conveyed in fee to an Owner. Ownership of each Lot shall include any exclusive or non-exclusive easement or easements appurtenant to such Lot which are of record or apparent, including without limitation, the easements described in this Declaration, the Final Map and the deed to the Lot. Each Owner, by acceptance of a deed for the conveyance of a Lot burdened by such an easement, understands, acknowledges and agrees not to interfere with, disturb, erect, place, maintain or remove any structure, appurtenance or other Improvements, or to otherwise act in any manner to impede access to or impair use of the easements set forth herein, or otherwise of record or apparent.

**3.2 Easements for Encroachments.** Declarant hereby creates and reserves for Declarant and its successors and assigns, valid easements appurtenant to each Lot on, over and across contiguous Lots for the purposes of accommodating any natural movement or settlement of common walls or fences and appurtenant foundations and footings, and for minor engineering errors, errors in construction, reconstruction, repair, support and accommodation of any portion of said common walls and fences and for the maintenance thereof. The rights and obligations of an Owner shall not be altered in any way by such encroachment, settlement or shifting.

**3.3 Easements for Utilities.** The rights and duties of the Owners with respect to utility easements shall be governed by the provisions set forth below.

**3.3.1 Utility Easements Shown on Final Map or Otherwise of Record.** Easements have been or will be created and reserved on the Final Map or other recorded instrument for the construction, installation, maintenance, operation, repair and replacement of electric, telephone, cable television (or CATV service), water, gas, sanitary sewer and drainage facilities ("**Utility Facilities**").

**3.3.2 Maintenance of Utility Facilities.** Each Owner shall maintain those Utility Facilities located upon such Owner's Lot which are not maintained by the respective utility company or agency.

**3.3.3 Entry Rights.** Wherever Utility Facilities are installed within the Covered Property and it becomes necessary to gain access to such Utility Facilities through a Lot owned by someone other than the Owner of the Lot served by said Utility Facilities, the Owner of the Lot served by said Utility Facilities shall have the right, and is hereby granted an easement only to the extent reasonably necessary, and only upon prior notice, except in the case of an emergency, in which case prior notices will be required to be given as soon as reasonably practical under the circumstances, to enter upon such other Lot or to have the utility companies enter upon such other Lot to repair, replace and generally maintain said Utility Facilities.

**3.4 Easements for Drainage.** There are hereby created, granted and reserved nonexclusive easements appurtenant to each Lot for drainage according to the patterns for drainage created by the grading plans for the Property which have been reviewed and approved by the County, as well as according to the actual, natural and existing patterns for drainage.

**3.4.1 No Obstruction of Drainage.** Each Owner covenants and agrees not to obstruct or otherwise interfere with the concrete drainage swales, yard drains, catch basins and other area drains and related facilities (collectively, the "**Drainage Facilities**") installed by Declarant pursuant to

the approved grading plans for the Property, nor shall such Owner obstruct, redirect, alter or otherwise interfere with, in any manner whatsoever, the established drainage patterns for such Lot, or regrade or otherwise reconstruct such Owner's Lot in any manner which will result in the alteration of the established drainage pattern or in any way redirect, impede or otherwise impair the flow of drainage waters across such Owner's Lot without obtaining the proper permits or approval by the County for such Improvements. Each Owner shall regularly inspect and, if necessary, clean out any Drainage Facilities located on such Owner's Lot. If it is necessary to alter said drainage pattern for the protection and use of such Owner's Lot, the Owner will make adequate provisions for proper drainage in accordance with the appropriate governmental grading ordinance.

**3.4.2 Cross Lot Drainage Facilities.** Declarant hereby reserves to itself and grants to each Owner, non-exclusive easements on, over, through and across those portions of the Community that are part of the same Cross Lot Drainage Facilities system for the purpose of un-off water drainage through the Cross Lot Drainage Facilities.

**3.4.3 Storm Water Easements.** Declarant hereby reserves to itself and grants to each Owner, the County Service Area 103 and Valley-Wide non-exclusive easements over, under, through and across the Property to the extent necessary for the flow of storm water through and the Storm Drain and Water Quality Improvements.

**3.5 Easements for Construction, Sales and/or Leasing.** Declarant hereby reserves nonexclusive easements for access, ingress and egress on, over under, through and across the Property as necessary to construct the Residences and all other Improvements within the Property, and to carry on normal sales or leasing activity, including, without limitation, the operation of model homes and sales or leasing offices, and the display of promotional signs, banners, flags, balloons and exhibits and other promotional activities in connection with the sale or lease of Lots in the Property or for other projects being marketed and sold by Declarant.

**3.6 Easements for Common Walls and Fences.** There are hereby created, granted and reserved nonexclusive easements appurtenant to each Lot for the placement and maintenance of all common walls or fences, where such walls or fences were originally installed by Declarant, regardless of whether such walls or fences are located precisely upon the boundary separating two (2) Lots. Those Owners who have a common wall or fence which adjoin their Lots and effectively creates the boundary line between such Lots shall equally have the right to use such wall or fence, and each shall have the exclusive right to the use of the interior surface of the wall or fence facing such Owner's Residence. No Owner shall drive nails, screws, bolts or other objects more than half way through any common wall or fence, interfere with the adjacent Owner's use and enjoyment of the common wall or fence, or impair, in any way, the structural integrity of the common wall or fence. In the event that any portion of such wall or fence, except the interior surface of one (1) side, is damaged or injured from any cause, other than negligence or willful the act or omission of either party, it shall be repaired or rebuilt at the Owners' joint expense. Where damage to the wall or fence is caused by the negligence or willful acts or omissions of one party, the general rules of law regarding party walls and liability for property damage shall apply. Each Owner shall be solely responsible for maintaining the interior surfaces of the party wall or fence facing such Owner's Residence.

**3.7 Valley-Wide and CFD Maintained Areas.**

**3.7.1 Valley-Wide Residential Lot Easement Areas.** The Valley-Wide Maintained Areas within the Covered Property include those areas located within the Lots as shown on **Exhibit "B"** ("**Valley-Wide Easement Area**"). An easement has been or will be recorded granting Valley-Wide any easements necessary to carry out such maintenance. In no event shall any Owner modify or remove any Improvements installed or maintained by Valley-Wide within any Valley-Wide Easement Area located

within such Owner's Lot. Additional Valley-Wide Easement Areas may be designated in a Supplementary Declaration.

**3.7.2 County Owned and Valley-Wide Maintained Areas.** The County owned and Valley-Wide Maintained Areas also include those areas adjacent to the Covered Property located within Lots 52 and 53 of the Final Map as on **Exhibit "B"** which shall be owned in fee title by the County and shall be maintained, except for the portions maintained by the County Service Area 103, by Valley-Wide as designated on **Exhibit "B."**

**3.7.3 County Owned and County Service Area 103 Maintained Areas.** The County owned and County Service Area 103 Maintained Areas are those areas adjacent to the Covered Property located within Lots 52 and 53 of the Final Map as on **Exhibit "B"** which shall be owned in fee title by the County and maintained, except for the portions maintained by Valley-Wide, by the County Service Area 103 as designated on **Exhibit "B."**

**3.8 Amendment to Eliminate Easements.** Any attempt to modify or eliminate this Section shall require the prior written approval of Declarant, so long as Declarant is the Owner of a Lot. Failure to gain such prior written approval shall render any such amendment void and without legal effect.

#### **ARTICLE 4** **USE RESTRICTIONS**

**4.1 Residential Uses.** Each Residence shall be used as a private dwelling and for no other purpose. No business, commercial, manufacturing, mercantile, storage, vending or industrial operations of any kind shall be conducted in or upon any Lot or within any Residence. Notwithstanding the foregoing, this Section shall not preclude activities required to be allowed pursuant to Applicable Law or activities which do not create any external evidence thereof, including, without limitation, any increased impact on parking, provided that such activities are conducted in conformance with all Applicable Laws and are merely incidental to the use of the Residence as a single family dwelling.

**4.2 Prohibited Dwelling Structures.** At no time shall any garage, basement, attic, outbuilding, tent, shack, shed, trailer, camper, motorhome, boat or structure of any kind within the Property, except for the one (1) Residence constructed upon each Lot, be used as a dwelling.

**4.3 Rental of Lots.** An Owner shall be entitled to rent the Residence subject to the restrictions contained in this Declaration, and any other restrictions of record applicable to such Owner's Lot and all Applicable Laws. The Owners shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of this Declaration. No Owner may lease such Owner's Residence for hotel, motel or transient purposes.

**4.4 Signs.** Subject to the provisions of California Civil Code Sections 712 and 713, as same may be amended, from time to time, no sign of any kind shall be displayed to the public view on or from any Lot, except one (1) "for sale," "for lease" or "for exchange" sign of reasonable size on any Lot, which shall be permitted to include directions to the Lot, the Owner's or agent's name, and the Owner's or agent's address and telephone number, and one (1) sign indicating that the Lot (and Residence) is protected by a security alarm system. All signs permitted under this Section shall conform to all Applicable Laws.

**4.5 Animals.** No animals, fowl, reptiles, poultry, fish or insects of any kind ("animals") shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable numbers nor in violation of any applicable local ordinance or any other provision of this Declaration. As used herein, "unreasonable numbers" shall mean any number in excess of the maximum

number of animals of a particular kind permitted by the County to be kept and maintained on a Lot. Animals belonging to Owners, occupants or their licensees, tenants or invitees must be either kept within an enclosure, an enclosed yard or on a leash or other restraint being held by a person capable of controlling the animal. Furthermore, to the extent permitted by law, each Owner shall be liable to each and all other Owners, their families, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by an Owner or by members of such Owner's family, tenants or invitees. It shall be the absolute duty and responsibility of each such Owner to clean up after such animals.

**4.6 Window Coverings.** Temporary window coverings ("**Temporary Window Coverings**") in a design and color that does not conflict with the surrounding Improvements (but excluding aluminum foil, newspaper, plywood or any other contrasting material) are permitted for a maximum period of three (3) months after the Lot is conveyed by Declarant to an Owner. Except as specifically provided in the preceding sentence, no Temporary Window Coverings shall be used to cover any door or window of any Residence. All window coverings (including Temporary Window Coverings) shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the Residence.

**4.7 Nuisances.** No Owner shall commit or permit any nuisance within the Property or commit or suffer any illegal act to be committed thereon. No noxious activities or excessive noise shall be permitted within the Property.

**4.8 Compliance With Applicable Laws.** Each Owner shall comply with all Applicable Laws.

**4.9 Exterior Painting.** No Owner shall paint the exterior of the Owner's Residence or any other exterior Improvements within unless the paint color is consistent with the applicable code standards and in substantial conformance with the original design so that the Residence is architecturally and aesthetically compatible with the surrounding color scheme of the Property.

**4.10 Repair and Reconstruction.** In the event of damage or destruction to a Residence or other portion of a Lot ("**Damaged Improvement(s)**"), the Owner shall promptly, after the damage or destruction (a) commence to restore, repair, rebuild or reconstruct such Damaged Improvement(s) and diligently pursue such reconstruction to completion, or (b) clear such Owner's Lot and maintain the same clear of all debris, weeds, rubbish and other unsightly and unsafe materials. If the Owner elects to rebuild, all repairs and restoration shall be completed in a good and workmanlike manner, consistent with Governmental Requirements and in substantial conformance with the original design so that the Residence is architecturally and aesthetically compatible with surrounding Improvements.

**4.11 Parking, Vehicular Restrictions and Garages.**

**4.11.1 Authorized Vehicles.** The following vehicles are "Authorized Vehicles": standard passenger vehicles including automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles, and pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Recreational vehicles parked within the side or rear yard areas shall be permitted provided that such vehicles are screened from view of neighboring Lots. Authorized Vehicles may be parked in any portion of the Property intended for parking of motorized vehicles; however, no Owner may park a vehicle in a manner which either restricts the passage of pedestrians or vehicles over driveways, streets or sidewalks within the Property or extends beyond the limits of the space where the vehicle is parked.

**4.11.2 Prohibited Vehicles.** The following vehicles are "Prohibited Vehicles": (a) recreational vehicles, motor homes, travel trailers, camper vans, boats and the like unless screened from view as provided in **Section 4.11.1** above, (b) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, semi-truck tractor, concrete trucks and limousines), (c) buses or vans

designed to accommodate more than ten (10) people, (d) vehicles having more than two (2) axles, (e) semi-truck tractors, (f) trailers, (g) inoperable vehicles or parts of vehicles, (h) aircraft, and (i) any other vehicle not classified as an Authorized Vehicle. Prohibited Vehicles may not be parked, stored or kept on any public or private street in, adjacent to or visible from the Property except for brief periods for loading, unloading, making deliveries or emergency repairs.

**4.11.3 Garages.** Garages shall be used only for parking Authorized Vehicles, and shall not be used for storage, living or business purposes, or any other purpose which prevents the storage of the number of vehicles for which the garage was assigned. Garage doors shall be kept closed at all times, except as reasonably required for ingress to and egress from the interiors of the garages and the Residence and other temporary purposes. No pad or space adjacent to the Garage, or any other portion of a Lot, other than a driveway, shall be used for the parking of any vehicles whatsoever.

**4.12 Temporary Structures.** No trailer, mobile home, tent, shack or other outbuildings shall be kept upon any Lot, or in any street within the Covered Property, except in connection with work or construction diligently pursued.

**4.13 Oil and Mineral Rights.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted by any Owner upon or in any Lot nor, subsequent to the recording of this Declaration, shall oil wells, tanks, tunnels, or mineral excavations or shafts be installed upon the surface of any Lot or 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 by any Owner upon any Lot. No Owner shall use a Lot to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance or other mineral of any kind.

**4.14 Solar Energy Systems.** All Owners shall have the right to place and maintain on their Residence or Lot, equipment and facilities related to the installation and maintenance of individual solar heating systems. The installation and maintenance of any solar heating system by an individual Owner shall be subject to all Applicable Laws. No solar heating panels or other solar energy collection equipment shall be installed on any portion of any Lot, or any Improvement thereon, unless such equipment is installed in such location and in such manner as to be obscured from the view of other persons in the Property to the greatest degree practicable without significantly decreasing its efficiency.

**4.15 Antennae and Satellite Dishes.** No Owner shall install any antenna, satellite dish, or other over-the-air receiving device that is of a size larger than is permitted under Title 47 U.S.C. §§ 1 et seq., 47 CFR § 1.4000 and any other Applicable Laws or rules or decisions promulgated with respect thereto.

**4.16 Trash.** No trash may be kept or permitted upon the Covered Property or on any public street abutting or visible from the Covered Property except in containers located in appropriate areas screened from view. Such containers may be exposed to the view of neighboring Lots only when set out at a designated location for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours).

**4.17 Water and Sewer Systems.** No individual water supply system, water softener system or sewage disposal system shall be permitted on Lot unless the system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water district and any applicable Governmental Agencies.

**4.18 Unightly Articles.** No unsightly articles, including woodpiles, garbage cans, storage boxes, tools and equipment shall be permitted to remain on any portion of a Lot which is visible from any street or from any other Lot within the Property, unless such items are obscured from view by a fence or

other appropriate screen. All garbage cans put out for collection shall be exposed to the view of neighboring Lots for only a reasonable period of time. Clotheslines shall be permitted, provided that such clotheslines are located within the back yard area of the Lot.

**4.19 Hazardous Materials.** Any Hazardous Materials within the Property shall be disposed of in compliance with Applicable Laws. Owners are encouraged to consult with the Governmental Agencies and the refuse hauler in the area of the Property concerning the proper disposal of any Hazardous Material. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, anti-freeze, solvents, paints, paint thinners, wood preservatives and other such fluids shall not be discharged into any public street or any storm drain or storm-water conveyance system within the Property. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemical treatments shall meet Federal, State, and County requirements as prescribed in their respective containers. Owners shall indemnify, defend and hold harmless any other Owner, including Declarant, and any other Owner's tenants and invitees, from all damages, losses, causes of action, liabilities, costs and expenses, including remedial costs and attorneys' fees incurred or sustained in connection with any damage, or damage resulting from Hazardous Materials kept, maintained or released on the Property.

**4.20 Drainage.** There shall be no interference with the established drainage pattern over the Property. For the purpose hereof, "established drainage" refers to the drainage that exists at the time of conveyance of the Lot to an Owner by Declarant, or that is shown on any plans approved by the County. Each Owner shall maintain the drainage situated within any Lot free of debris and any other material that may impede the flow of water. Roof drains may not drain directly into hard pipe systems; any such roof drains must drain into grass areas before entering into any storm drain system. If such Owner fails to maintain such drainage and, as a result, imminent danger to person or property may result, then the County shall have the right of access onto the Lot for the purpose of clearing debris and other material so as to not impede the flow of water. This right of access shall be exercised only for the purpose of preventing damage to persons and property and the entering party shall use reasonable care so as to not cause any damage to the Lot. The Owner shall reimburse the County for any costs and expenses incurred in clearing such debris. In addition to the foregoing, Owners shall maintain drainage, at all times, to prevent water from seeping under the structure. Owners shall "greatly" restrict surface water near structures and slabs-on-grade. Measures to restrict surface water may include, without limitation, the following: (a) selecting landscaping that requires little or no watering, especially within three (3) feet of structures, slabs-on-grade, or pavements, (b) using low precipitation sprinkler heads, (c) regulating the amount of water distributed to lawn or planter areas by installing timers on the sprinkler system, (d) providing surface grades to drain rainfall or landscape watering to appropriate collection systems and away from structures, slabs-on-grade, or pavements, (e) preventing water from draining toward or ponding near building foundations, slabs-on-grade, or pavements, and (f) avoiding open planting areas within three (3) feet of the building perimeter.

**4.21 Cross Lot Drainage Facilities.** No Owner shall damage, alter, modify or interfere with or cause obstruction of any Cross Lot Drainage Facilities on the Owner's Lot, nor shall any such Owner erect, place or construct any building, obstruction or other structure, plant any tree, drill or dig any well within the portion of the Owner's Lot in which Cross Lot Drainage Facilities are located.

**4.22 No Modification of Storm Drain and Water Quality Improvements.** There shall be no modification or alterations to way any Storm Drain and Water Quality Improvements in the Valley-Wide Maintained Areas without the consent of the County and Declarant, so long as Declarant owns any portion of the Property.

**4.23 Compliance With Requirements Regarding Storm Water Pollution.** Each Owner acknowledges that water that enters a storm drain flows to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollutant Discharge Elimination System ("NPDES"), the Federal Clean Water Act, and the policies and ordinances of the County prohibit discharging anything other than

natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, paints and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. The disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that such Owner may be responsible for any activities by Owner's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from an Owner's Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Owners within the Community are required to comply with such restrictions. Owners are encouraged to consult with the County, and other governmental authorities, concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

**4.23.1 Storm Water Pollution Prevention Best Management Practices.** To comply with the requirements of the County in connection with the storm water pollution prevention best management practices, each Owner agrees that it will, at all times, maintain all Improvements located on a Lot, in a clean, safe and attractive condition, free and clear of any and all debris. All landscaping shall be maintained by an Owner in a manner that will prevent soil erosion and minimize sediment transport. To the extent that Declarant has installed any erosion protection devices (e.g., sandbags), an Owner shall not remove such devices unless and until all landscaping has been installed on a Lot, and has been sufficiently grown so as to prevent soil erosion and transport of any sediment. Owners shall comply with all requirements of the County of Riverside in connection with storm water pollution prevention and all applicable Best Management Practices ("BMP") and perform all maintenance that may be imposed by any water quality management plan that may affect the Property. Owners shall ensure that implementation and oversight of the BMP are in accordance with the NPDES, the Federal Clean Water Act, and policies and ordinances of the County of Riverside prohibiting all discharge of anything other than rain water into storm drain systems, including gutters and streets which drain into the storm drain. In addition to the foregoing, Owners shall comply with the Riverside County Flood Control District requirements set forth in the following Sections (a) through (d).

(a) All trash receptacles within an Owner's Lot shall be covered and closed at all times except when disposing of trash.

(b) Basins within the Community shall be maintained in accordance with the following requirements: (i) drip systems shall be utilized to irrigate plants within the basin, (ii) drought tolerant plant species or species approved by the County shall be maintained within the basins, and (iii) fertilizers shall not be used within the basins.

(c) The following activities shall be prohibited within the public streets servicing the Community or within areas of the Community that would result in discharge of materials into the public streets, (i) power washing, (ii) washing cars or conducting vehicle maintenance within the public streets or driveway areas (other than emergency vehicles maintenance), (iii) blowing of landscaping debris into the basin, (iv) dumping oil into the public street or storm drain system servicing the Community, and (v) discharging fertilizers, pesticides, animal waste, paint or masonry waste into the public street or storm drain system.

(d) Integrated pest management shall be used within the Community as required by the Water Quality Management Plan for the Community.

**4.23.2 Liability to Declarant.** So long as Declarant owns any Lot within the Community, if an Owner is not in compliance with the provisions of this Section and as a result, Declarant

may incur any liability, Declarant shall have the right but not the obligation to enter upon the Lot to correct such violation. Any Owner who violates the requirements of this Section shall indemnify, protect, defend and hold Declarant and its officers, directors, successors and assigns entirely free and harmless from and against any liabilities, penalties, costs, expenses and actions, including, without limitation, attorneys' fees and costs arising from or attributed to a violation of the provisions of this Section and shall, within fifteen (15) days after request from Declarant, reimburse Declarant for any costs and expenses incurred by Declarant in correcting any violation by any Owner of this Section.

**4.24 Water Supply and Water Softener Systems.** No individual water supply or water softener system, nor any sewage disposal system shall be permitted on the Property unless such system is designed, located, constructed and equipped in accordance with Governmental Requirements.

**4.25 Dig Alert.** Each Owner acknowledges that a voluntary organization called "Dig Alert" provides information regarding the presence of utility lines and offers other precautionary advice prior to digging or excavating any real property to Owners and other residents in the County. Additional information is available at <http://www.digalert.org/home.html> or by calling 811. Each Owner shall cooperate with the guideline established by "Dig Alert" for so long as such program remains in effect.

**4.26 No Easements for View Purposes; Disclaimer.** Neither Declarant, nor Declarant's employees or agents, have made any representations whatsoever concerning the view, if any, that a particular Lot or other Improvement thereon will enjoy. There are no express or implied easements whatsoever appurtenant to any Lot for view purposes, or for the passage of light and air across any other Lot or any real property not within the Property, regardless of whether such Lot is owned by Declarant. Each Owner, by accepting a deed to a Lot, hereby expressly acknowledges and agrees that walls and fences constructed by Declarant, and further construction, development and growth of landscaping, both within the Property and in the immediate vicinity of the Property may impair the view from such Owner's Lot, and each Owner hereby expressly consents to any such impairment.

**4.27 Valley-Wide Maintained Area.** In no event shall any Owner alter or remove any landscaping installed within any Valley-Wide Maintained Area. In no event shall any Owner install any Improvement on landscaping within any Valley-Wide Maintained Area.

**4.28 Landscaping Restriction.** Owners shall not install water intensive landscaping. Low water use landscaping shall be installed within the Community in accordance with the requirements of Ordinance 859 (as adopted and any amendments thereto).

**4.29 Notice of Airport in Vicinity.** The Property is located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the Property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (e.g., noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. Each Owner should consider what airport annoyances, if any, are associated with the Property before such Owner completes his or her purchase and determine whether such annoyance are acceptable to such Owner.

**4.30 Restrictions Associated with Airport In Proximity.** In accordance with the recommendations of the Airport Land Use Commission, uses within the Property shall comply with the following restrictions. Any outdoor lighting shall be hooded or shielded to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing. The following uses shall be prohibited: (i) any use which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA approved navigational signal light or visual approach slope indicator, (ii) any use which would cause sunlight to be reflected towards an aircraft engaged in a straight final approach towards a landing at an airport, (iii) any use which would generate smoke or water vapor or which would attract large



concentrations of birds which may otherwise affect safe air navigation within the area, and (iv) any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

**4.31 Outdoor Lighting.** All Owners shall comply with lighting restrictions as required by County Ordinance Number 655 which are intended to reduce the effects of night lighting on the Mount Palomar Observatory.

**4.32 Agricultural and Dairy Uses.** In accordance with the requirements of the County of Riverside, Owners are hereby advised that this Community is located in close proximity to land used for dairies and other agricultural purposes. Impacts from these uses may include, without limitation, smells, flies, dust, dirt, noise and other nuisances associated with these types of activities.

**4.33 Exemption of Declarant**The restrictions set forth in this Article shall not apply to Declarant so long as Declarant owns any portion of the Property.

## **ARTICLE 5** **MAINTENANCE**

**5.1 Maintenance of Lots.** Each Owner shall maintain such Owner's Lot (other than landscaping within any Valley-Wide Maintained Area), including, any portions of the Lot located outside of any fence or wall, and all landscape and irrigation improvements in the yards within the Residence, in a neat, clean, safe, sanitary and attractive condition at all times, at such Owners sole cost and expense. All slopes located within a Lot shall be kept and maintained so as to prevent erosion and ensure the proper drainage of each Lot in accordance with grading plans originally approved by the County, unless such slopes are designated for maintenance by the County. Each Owner shall comply with all requirements of the County with respect to street tree and parkway maintenance.

**5.2 Performance of the Maintenance Obligations By Owner.** Each Owner will perform and comply with the Maintenance Obligations and each Owner is further obligated to provide a copy of the Homeowners Maintenance Guide and other materials describing the Maintenance Obligations to any successors in interest and/or subsequent purchasers of such Owner's Lot.

**5.3 Installation and Maintenance of Landscaping.** Each Owner shall be responsible for the maintenance and upkeep of landscaping and irrigation within all portions of such Owner's yard. Yards shall be maintained free of all weeds, rubbish, trash and debris at all times. Plans and specifications, including the nature, type and kind of all proposed landscape and irrigation Improvements, and the dimensions thereof, must be submitted for approval, in accordance with **Article 6** of this Declaration. Unless Declarant installs landscaping on a particular Lot, all portions of a Lot which are improved with a Residence, except for Lots owned by Declarant, shall be landscaped by the Owner thereof on or before a date which is six (6) months from the original conveyance of such Lot by Declarant to an Owner under authority of a public report issued by the California Bureau of Real Estate, subject to the provisions set forth in this Declaration regarding architectural and landscaping approval.

**5.3.1 County of Riverside Required Landscape Requirements and Restrictions.** Landscaping within the Property shall comply with the Riverside County Guide to California Friendly Landscaping and Ordinance No. 859. All landscaping shall be maintained in a condition that is healthy, free of weeds, disease and pests

**5.4 Walls and Fences.** Each Owner whose Lot, or portion thereof, is improved with a block wall or fence, or a combination thereof, which borders the perimeter of the Property, as required in the conditions of approval for the Property, shall be responsible for maintaining the interior of the wall. The Owner of the Lot on which a perimeter wall or fence is located shall be responsible for graffiti removal on

the exterior of the wall or fence and for repairing and/or replacing a portion of the block wall or fence such that it is in good condition at all times. If the Owner whose Lot is affected by graffiti on the exterior of the wall does not remove the graffiti or properly maintain or repair the block wall or fence, the Owner shall bear the burden of the cost associated with such graffiti removal and/or repair or replacement work if the removal is undertaken by the County or other local agency. If replacement of the wall is required, the Owner(s) shall replace the wall with a substantially similar wall. In addition, each Owner shall maintain all walls and fences on their Lot as set forth in **Section 3.6** of this Declaration.

**5.5 Drainage.** Unless otherwise set forth in this Declaration, all drainage devices, including, without limitation, drainage swales and area drains, located on each Owner's Lot shall be maintained by said Owner free and cleared of any weeds, rubbish, mud, silt or other debris. In the event said Owner does not comply with this maintenance responsibility and the drainage devices impact the adjoining Lots, the Owner(s) of said Lot(s) is/are hereby granted, upon reasonable advance notice to the Owner of the Lot on which the drainage device is located, a nonexclusive easement appurtenant across the adjacent Lot as necessary to maintain, clear and repair the drainage devices to ensure proper drainage. The reasonable costs incurred in connection with such maintenance, clearing and repair shall be the responsibility of the Owner on whose Lot the drainage device is located.

**5.5.1 Graffiti Removal.** Owners should promptly remove graffiti from any areas required to be maintained by such Owner pursuant to this Declaration.

**5.5.2 Storm Drain Facilities.** Each Owner shall maintain any storm drain facilities on such Owner's Lot and shall replace such filters as required in conformance with all Applicable Laws, including, without limitation, the requirements and obligations set forth in **Section 4.23**.

**5.5.3 Compliance with Maintenance Guide.** Each Owner is required to comply with all of the Maintenance Obligations and any other requirements set forth in any Owner Maintenance Guide provided by Declarant and each Owner is further obligated to provide a copy of such Owner Maintenance Guide to any successor purchaser of such Owner's Lot.

**5.5.4 County Required Provisions.** All private owned structural best management practices (BMPs) shall be inspected by the County Service Area 103 and if required, cleaned no later than October 15 each year.

## **ARTICLE 6** **ARCHITECTURAL APPROVAL**

**6.1 Architectural Approval.** Until the date which is twelve (12) months after the conveyance of the last Lot in the Property to an Owner from Declarant under authority of a California Bureau of Real Estate issued Public Report, no Outdoor Improvements shall be installed upon a Lot until the plans and specifications therefore showing the nature, design, kind, shape, height, width, color, materials, and location have been submitted to and approved by Declarant in accordance with the procedures set forth in **Sections 6.2** and **6.3** ("**Plans**"). To the fullest extent permitted by Applicable Laws, Declarant shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any act, omission of negligence in connection with the approval, conditional approval or disapproval of Plans. Declarant may, in its sole discretion and at any time, waive its approval rights granted under this **Article 6**, subject to such terms and conditions as Declarant may impose.

**6.2 Submittal of Plans.** The initial address, until otherwise changed, for submission of Plans is:

Architectural Review – Alure  
c/o KB HOME  
36310 Inland Valley Drive  
Wildomar, CA 92595  
Attn: Project Manager

Any Owner desiring to install any Outdoor Improvement requiring approval shall submit Plans either: (a) by nationally recognized overnight courier with receipt for delivery, or (b) by United States certified or registered mail, postage prepaid, return receipt requested. All Plans for Outdoor Improvements requiring a County permit shall have been prepared by an architect, engineer or designer licensed or certified by the State of California, or by such other person, including an Owner, as may be approved in writing, by Declarant.

**6.3 Architectural Approval - Review of Plans.** Declarant shall have the right, but not the obligation, to promulgate reasonable guidelines ("**Design Guidelines**") against which to examine any request made pursuant to this **Article 6** in order to ensure that the Plans are in conformance and harmonious with the exterior design and existing materials of the buildings in the Property. No Outdoor Improvement shall be commenced by an Owner until the Plans have either been (i) approved in writing by Declarant, or (ii) deemed approved by Declarant pursuant to the procedures set forth below.

Until receipt by Declarant of any information as may be required herein, Declarant may postpone review of any Plans submitted for approval. Any application submitted pursuant to the provisions of **Section 6.2** above shall be deemed approved, unless written disapproval or a request for additional information or materials by Declarant shall have been transmitted to the applicant within forty-five (45) days after the receipt by Declarant of all required materials.

**6.4 Submittal to County - Right of Declarant to Review Changes.** Upon obtaining the written approval of Declarant, the Owner shall thereafter submit Plans to the appropriate Governmental Agency, if the proposed Outdoor Improvements require the issuance of a building permit or other approval. If the approvals of the Governmental Agency are not obtained or the Outdoor Improvements are not installed within six (6) months from the date of approval by Declarant, Declarant shall have the right, but not the obligation, to review all previously-approved Plans. In addition, if the Governmental Agency requires modifications to the Plans previously approved by Declarant, the Owner shall submit to Declarant all such modifications and Declarant shall have the right, but not the obligation, to review and to impose further conditions on the modified Plans.

**6.5 Approval of Governmental Agency.** Approval of any Outdoor Improvement by Declarant shall not be construed to warrant or represent in any way that the Outdoor Improvement meets Governmental Requirements. Similarly, approval of any Outdoor Improvement by the Governmental Agency shall not be construed to constitute approval of such Outdoor Improvement by Declarant.

**6.6 Conflicts Between Governmental Requirements and Declarant's Requirements.** In the event of any conflict in the Governmental Requirements and Declarant's requirements for the proposed Outdoor Improvements, the more restrictive requirements shall be controlling. Nothing herein shall limit Declarant from imposing requirements which are more restrictive than requirements imposed by any Governmental Requirements.

**6.7 Construction of Improvements.** Any work approved pursuant to this Article shall be performed in accordance with the provisions set forth below.

**6.7.1 Performance of Work.** Except in the case of an emergency, all work shall be performed during reasonable daylight hours. All persons performing such work shall use their best efforts to minimize the duration of the work and the inconvenience to other Owners. All work shall be performed

in a neat and orderly manner, and all reasonable safety precautions shall be taken during the performance of such work.

**6.7.2 Indemnification.** The Owner of any Lot upon which any work for any Improvement is being performed shall save, indemnify and hold harmless Declarant and every other Owner from and against any and all liability arising out of or otherwise resulting from any negligent or intentional act or omission relating to the performance of such work.

**6.8 Approval Not Waiver; Enforcement.** The approval or disapproval by Declarant of any Plans for Outdoor Improvements shall not be deemed to constitute a waiver by Declarant of its right to object to, or approve of, the same features or elements embodied in Plans submitted for approval for use on any other Lot.

**6.9 Non-Liability for Approval.** If Declarant approves any Plans, such approval only constitutes approval of the architectural design and does not constitute approval of: (a) engineering design, (b) compliance with Applicable Laws, (c) compliance with regulations of any public utility, or (d) any easements or other agreements affecting the applicable Lot. By approving such Plans, Declarant assumes no liability or responsibility therefor, or for any defect in any Outdoor Improvement, or for any obstruction or impairment of view caused or created as a result of any Outdoor Improvements. Each Owner, by acceptance of a deed to a Lot, agrees (i) that Declarant shall not be responsible for any damages or injuries that may result from the installation or maintenance of Outdoor Improvements by such Owner; and (ii) to indemnify and hold Declarant harmless from and against any and all liabilities, claims, damages, costs, losses, proceedings, and causes of action, including, without limitation, attorney's fees, arising from such Owner's construction, installation, demolition, repair or use of Outdoor Improvements.

**6.10 Prohibited Actions.** Owners shall not modify or otherwise alter any wall or fence originally constructed by Declarant. Notwithstanding the foregoing, if any wall or fence originally installed by Declarant is damaged or destroyed, the Owner of the Lot or Lots upon which the damaged or destroyed fence or wall is located, shall reconstruct said wall or fence to the same style and appearance as when originally constructed by Declarant, at such Owner's sole cost and expense.

**6.11 Owner Acknowledgement.** Each Owner understands and, by acceptance of a deed to a Lot, acknowledges that this Declaration does not provide for the formation or maintenance of an architectural review committee of homeowners in the Property. The formation of such a committee would require an amendment to this Declaration. Each Owner further understands and, by acceptance of a deed to a Lot, acknowledges that the Property is not considered to be a common interest development, as more particularly defined in California Civil Code Sections 4000 et seq. Consequently, if an amendment to this Declaration is made for the establishment of an architectural review committee by the Owners, any Owner who serves as a member of such architectural review committee is not protected under any liability insurance or directors' and officers' insurance coverage that might customarily be purchased by a homeowners association in a common interest development, nor are such committee members indemnified from and against any loss, cost, liability and expense that may be imposed upon such members in connection with any claim, action, suit or proceedings, or threat thereof, made or instituted, in which such members may be made a party by reason of an action alleged to have been taken or omitted as a member of such architectural review committee.

## **ARTICLE 7 ENFORCEMENT**

### **7.1 Enforcement and Nonwaiver.**

**7.1.1 Enforcement Rights.** Declarant and any Owner of any Lot, shall have the right, but not the obligation, to enforce, by proceedings at law or in equity, any or all of the Covenants imposed by this Declaration, 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, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

**7.1.2 Violation of Covenant Deemed Nuisance.** The result of every act or omission whereby any of the Covenants are 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 the Governmental Agencies or by any Owner.

**7.1.3 Remedies Are Cumulative.** The remedies herein provided for breach of the Covenants shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

**7.1.4 Failure to Enforce Covenants.** The failure of the Governmental Agencies, Declarant, or any Owner to enforce any of the Covenants shall not constitute a waiver of the right to enforce the same thereafter.

**7.1.5 Effect of Breach on Mortgagees.** A breach of the Covenants shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any Lot; provided, however, that any subsequent Owner of such Lot shall be bound by said Covenants, whether or not such Owner's title was acquired by foreclosure, a trustee's sale or otherwise.

## **7.2 Disputes Involving Declarant.**

**7.2.1 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 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 by 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.

(d) "**Dispute**" means any claim, issue or controversy that arises from or is related in any way to (a) the Community, (b) any Lot, and/or (c) 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 Residential Unit, the agreement between Declarant and Owner to purchase the Lot 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 Lot, 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 Affiliated General Contractor'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.

**7.2.2 Dispute Resolution.** Declarant has recorded a Master Dispute Resolution Declaration which sets forth the procedures that shall be used to resolve Disputes with Declarant for any Claims asserted by an Owner. For any Construction Defect Claims, the Owners 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 shall comply with the procedures set forth in the Master Dispute Resolution Declaration which require the Dispute to be mediated or arbitrated. Each Owner acknowledges and agrees that the terms and provisions set forth in the Master Dispute Resolution Declaration are covenants running with the land which are binding upon the Owners and successor Owners.

**7.2.3 Pursuit of Claims.** An Owner may only assert Limited Warranty claims pertaining to such Owner's Lot.

**7.2.4 AGREEMENT TO ARBITRATE. THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THE MASTER DISPUTE RESOLUTION DECLARATION INCLUDE AN ARBITRATION PROVISION. DECLARANT AND EACH OWNER AGREE TO HAVE ANY DISPUTE DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT, DECLARANT AND EACH OWNER ARE GIVING UP ANY RIGHTS DECLARANT AND EACH OWNER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. DECLARANT AND EACH OWNER ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE PROCEDURES SET FORTH IN THE MASTER DISPUTE RESOLUTION DECLARATION. IF DECLARANT OR ANY OWNER REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, DECLARANT OR SUCH OWNER MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. DECLARANT'S AND EACH OWNER'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**7.2.5 CLASS ACTIONS WAIVER. AS SET FORTH IN THE MASTER DISPUTE RESOLUTION DECLARATION, DECLARANT AND EACH OWNER HAVE AGREED TO ARBITRATE DISPUTES UNDER THE FEDERAL ARBITRATION ACT DUE TO THE MUTUAL ADVANTAGES OF ARBITRATION OVER BRINGING AN ACTION IN COURT TO RESOLVE A DISPUTE. DECLARANT AND EACH OWNER ACKNOWLEDGE THAT CLASS ACTION CLAIMS ARE INCONSISTENT WITH ARBITRATION UNDER THE FEDERAL ARBITRATION ACT. ARBITRATION OF A CLASS ACTION DESTROYS THE ADVANTAGES OF THE ARBITRATION PROCESS SUCH AS SPEED, EFFICIENCY, AND LOWER COSTS DUE TO THE COMPLEXITIES INVOLVED IN A CLASS ACTION. FOR THESE REASONS, DECLARANT AND EACH OWNER MUTUALLY AGREE TO WAIVE THE RIGHT TO BRING A CLASS ACTION CLAIM IN THE ARBITRATION, INCLUDING WITHOUT LIMITATION, CLAIMS BROUGHT AS A CLASS REPRESENTATIVE, CLASS MEMBER, REPRESENTATIVE ON BEHALF OF OTHERS OR PRIVATE ATTORNEY GENERAL ON BEHALF OF THE GENERAL**

**PUBLIC. IF IT IS JUDICIALLY DETERMINED BY A COURT THAT THIS CLASS ACTION WAIVER IS UNENFORCEABLE, THEN THE CLASS ACTION CLAIM SHALL BE LITIGATED IN A COURT OF COMPETENT JURISDICTION IN LIEU OF ARBITRATION GIVEN THAT ARBITRATION IS NOT WELL SUITED FOR CLASS ACTION CLAIMS.**

**7.2.6 Conflict.** In the event of any conflict between the provisions of this **Section 7.2** (Disputes Involving Declarant) and the Master Dispute Resolution Declaration, the terms of the Master Dispute Resolution Declaration shall control.

**ARTICLE 8**  
**DE-ANNEXATION AND SUPPLEMENTARY DECLARATION**

**8.1 Right of De-Annexation.** Declarant hereby reserve the right to de-annex any Property pursuant to this Declaration, and to delete said property from the scheme of this Declaration, provided that the de-annexation shall be made prior to the closing of the sale of the first Lot in the property to be de-annexed and shall require the prior written approval of the County Assistant TLMA Director – Community Development.

**8.2 Supplementary Declarations.** Supplementary Declarations may be recorded by Declarant for any of the purposes set forth in **Section 1.19** above.

**ARTICLE 9**  
**GENERAL PROVISIONS**

**9.1 Constructive Notice and Acceptance.** Every person who now or hereafter owns or acquires any right, title, estate or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to the Covenants contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Property.

**9.2 Rights of Lender.** Any Owner may encumber such Owner's Lot by a deed of trust or mortgage. The beneficiary of any bona fide deed of trust or mortgage made in good faith and for value encumbering any portion of the Property is referred to in this paragraph as a "lender." A breach of any of the provisions of this Declaration shall not affect or impair the lien or charge of any lender. A lender who acquires title by foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach of this Declaration which is noncurable or of a type which is not practical or feasible to cure, but otherwise this Declaration shall be binding upon and effective against any Owner who acquires title by foreclosure, by Trustee's sale or otherwise. It is intended that any loan to facilitate the resale of any portion of the Property after foreclosure or deed in lieu of foreclosure is a loan made in good faith and for value.

**9.3 Severability.** Invalidation of any one of these Covenants by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

**9.4 Term.** The Covenants shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the County, any Owner, and such Owner's heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by the then Owners of a majority of the Lots, agreeing to terminate said Covenants together with the consent of the County, in whole or in part, has been recorded within one (1) year prior to the termination of the initial sixty (60) year term, or within one (1) year prior to the termination of any successive ten (10) year period.

**9.5 Covenants Running With The Land.** Each of the Covenants shall be deemed to be established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants

running with the land for the use and benefit of the Lots, and superior to all other encumbrances applied against or in favor of any portion of the Property.

**9.6 Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development, use, occupancy and enjoyment of the Property. 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.

**9.7 Amendments.** Prior to the conveyance of a Lot to a member of the public, Declarant shall be entitled to amend, modify, remove and/or restate this Declaration by an instrument executed by Declarant and recorded in the Official Records. Subsequent to the conveyance of a Lot to a member of the public, this Declaration may be amended only by the written assent of the Owners of at least sixty-seven percent (67%) of the Lots. This Section shall not be amended to allow amendments by less than sixty-seven percent (67%) of the Owners. So long as Declarant is the Owner of one (1) or more Lots in the Property, no amendment, restatement or revocation of any provision of this Declaration shall be effective without the prior approval of Declarant, which approval shall be evidenced by Declarant's written consent to the recordation of such an amendment, restatement or revocation. An amendment made in accordance with the provisions of this Section shall be effective when it is set forth in writing, executed before a notary public by the requisite number of Owners and recorded in the Official Records. Upon such recordation, the amendment shall be binding upon all Owners and all mortgagees, regardless of whether such Owner or such mortgagee consented to such amendment. This Declaration shall not be 'substantially' amended without the prior written consent of County Assistant TLMA Director – Community Development or the County's successor-in-interest as further described in **Section 9.8** below.

**9.8 County Required Provision.** "Notwithstanding anything in this Declaration to the contrary, the following provisions shall apply: This Declaration shall not be terminated, 'substantially' amended or property de-annexed therefrom absent the prior written approval of the Office of County Counsel 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 Valley Wide Maintained Areas or the County Service Area 103 Maintained Areas. 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."

**9.9 Notices.** All notices other than Plans delivered pursuant to **Article 6** permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered three (3) business days after a copy of the same has been deposited in the United States mail, postage prepaid. Any such notice shall be directed as follows:

If to Declarant :           36310 Inland Valley Drive  
                                  Wildomar, CA 92595  
                                  Attn: Mr. Scott Hansen

If to an Owner:            To the street address of the Residence or other address the Owner may request

**9.10 No Racial Restriction.** No Owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of such Owner's Lot on the basis of race, sex, color or creed.

**9.11 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.



**9.12 Exhibits.** All exhibits referred to herein are incorporated by reference.

**9.13 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 of the date set forth below.

Date: 1/3/18

"DECLARANT"

KB HOME Coastal Inc., a California corporation

By: 

Name: Scott Hansen

Title: VP, Forward Planning

# CALIFORNIA ALL-PURPOSE 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 }

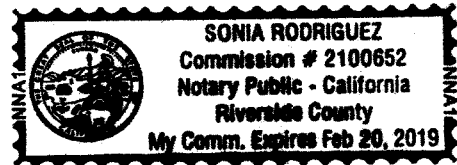
County of Riverside }

On January 3, 2018 before me, Sonia Rodriguez, Notary Public, personally appeared Scott Hansen, 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.

  
\_\_\_\_\_  
Sonia Rodriguez



(SEAL)

**EXHIBIT "A"**

**COVERED PROPERTY**

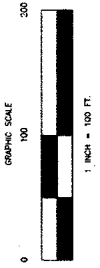
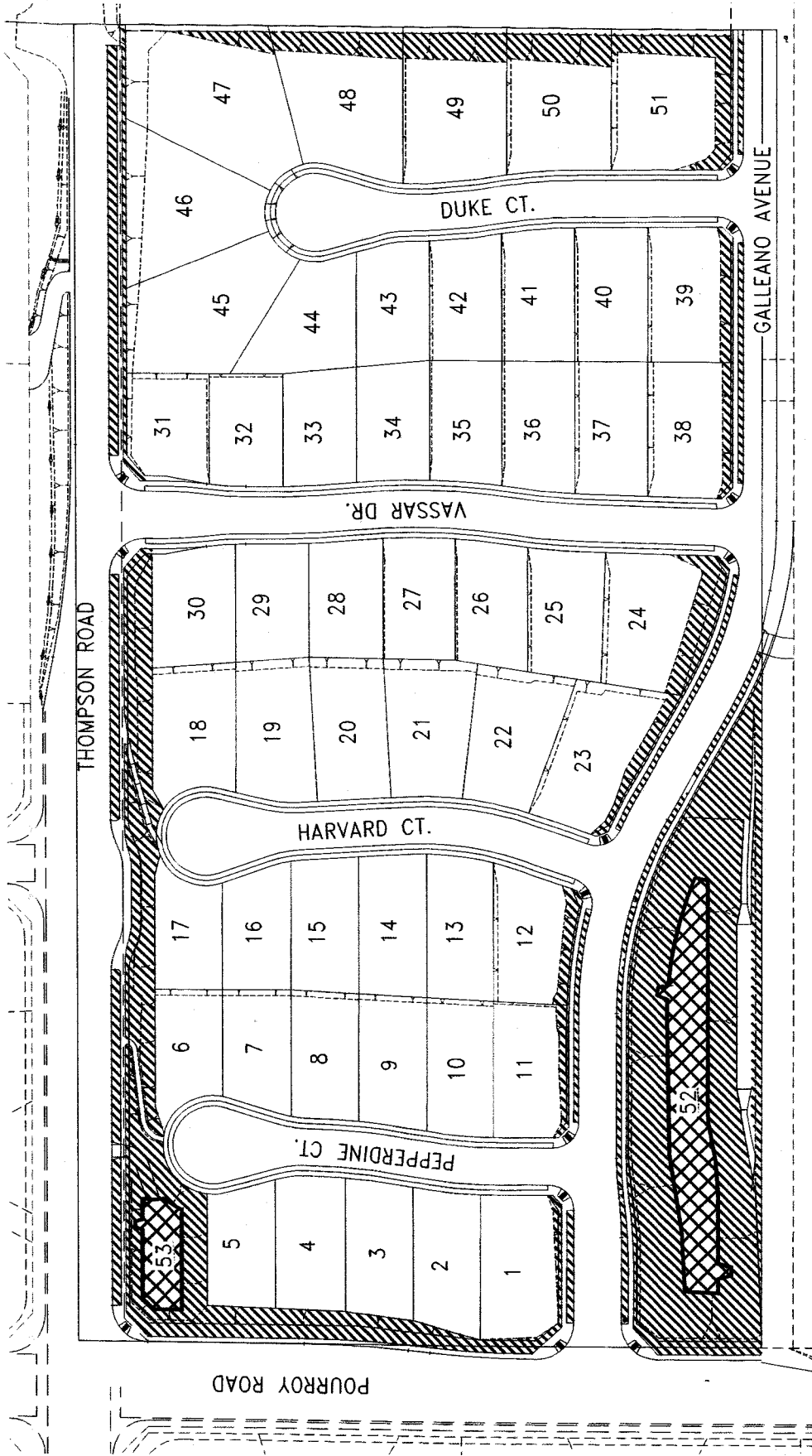
LOTS 1 THROUGH 51 INCLUSIVE OF TRACT 35161 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED ON \_\_\_\_\_ PAGES \_\_\_\_ THROUGH \_\_\_\_ INCLUSIVE.

**EXHIBIT "B"**

**VALLEY-WIDE MAINTAINED AREAS AND COUNTY SERVICE AREA 103 MAINTAINED AREAS**

**[Attached hereto.]**

TR 35161



LEGEND

- INDICATES VALLEY-WIDE CFD ZONE 13 MAINTAINED AREAS
- INDICATES COUNTY CSA 103 MAINTAINED AREAS

CFD VS CSA  
MAINTENANCE EXHIBIT PLAN  
DATE PREPARED: 2-10-2018