

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



ITEM
2.13
(ID # 7459)

MEETING DATE:

Tuesday, July 17, 2018

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 36430, a Schedule "A" Subdivision in the Harvest Valley/Winchester area. 3rd District; [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities for Final Tract Map 36430 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 36430.

ACTION: Consent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Jeffries 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: July 17, 2018
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Applicant fees 100%.			Budget Adjustment:	N/A
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Tract 36430 was approved by the Board of Supervisors on September 9 2014 as Agenda Item 16.2. Final Tract Map 36430 is the 1st phase of 5 phases. Final Tract Map 36430 is a 16.37 acre subdivision that is creating 52 residential lots and two (2) open space lots in the Harvest Valley/ Winchester area. This Final Map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map.

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

Western Pacific Housing 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 Liberty Mutual Insurance Company are as follows:

- \$565,500 - Bond # 016076809 for the completion of street improvements.
- \$164,500 - Bond # 016076809 for the completion of the water system.
- \$21,000 – Bond # 016076809 for the completion of the sewer system.
- \$75,100 - Bond # 016076810 for the completion of the monumentation.

- \$980,000 - Bond # 016076811 for the completion of street improvements.
- \$477,500 - Bond # 016076811 for the completion of the water system.
- \$6,000 – Bond # 016076811 for the completion of the sewer system.

Additional Fiscal Information:

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

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

ATTACHMENTS:

36430 Vicinity Map

36430 Improvement Agreements

36430-MS4321 Improvement Agreements

36430 Mylars



Gregory V. Priaplos, Director County Counsel 7/2/2018

**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 Western Pacific Housing Inc., a Delaware corporation, 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 Map 36430**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Five Hundred Sixty Five Thousand Five Hundred and no/100 Dollars (\$565,500.00)**.

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.

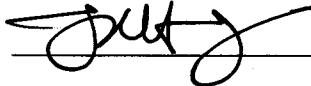
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if 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
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Contractor
Western Pacific Housing Inc., a Delaware Corporation
2280 Wardlow Circle, Ste. 100
Corona CA 92880

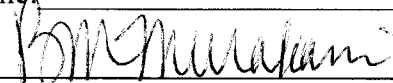
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

Signed:  _____

Print Name: Todd Funk


Title Assistant Vice President

Print Name: Barbara M. Murakami

Signed:  _____

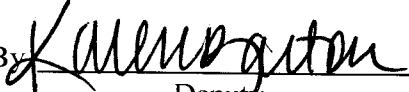
Title Vice President / Assistant Secretary

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

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)

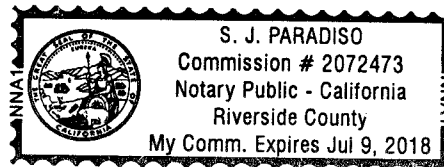
On March 26, 2018 before me, S.J. Paradiso, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Western Pacific Housing Inc., a Delaware corporation, 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 Map 36430**, 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 Five Hundred and no/100 Dollars (\$164,500.00)**.

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

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

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

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

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

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

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

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

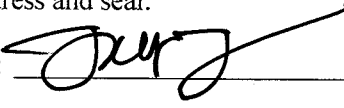
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

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

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

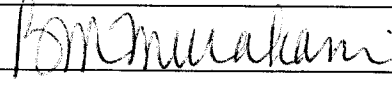
Contractor
Western Pacific Housing Inc., a Delaware corporation
2280 Wardlow Circle, Ste. 100
Corona CA 92880

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

Signed: 

Print Name: Todd Funk

Title Asst. Vice President

Signed: 

Print Name: Barbara M. Murakami

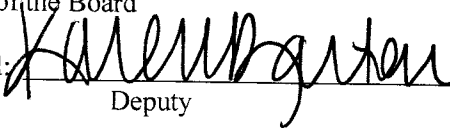
Title Vice President / Assistant Secretary

COUNTY OF RIVERSIDE

Signed: 
CHUCK WASHINGTON

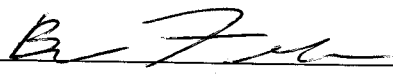
ATTEST: CHAIRMAN, BOARD OF SUPERVISORS

KECIA HARPER-IHEM,
Clerk of the Board

Signed: 
Deputy

APPROVED AS TO FORM

County Counsel

By 

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

ACKNOWLEDGMENT

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

State of California
County of Riverside)

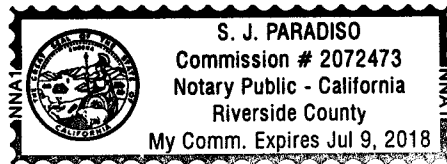
On March 26, 2018 before me, S.J. Paradiso, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Western Pacific Housing Inc., a Delaware corporation, 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 Map 36430-, 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 Twenty One Thousand and no/100 Dollars (\$21,000).

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, his 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, his 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.

JUL 17 2018 2.13

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.

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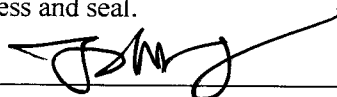
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ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

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

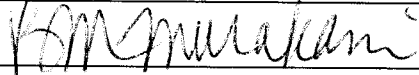
Contractor
Western Pacific Housing Inc., a Delaware Corporation
2280 Wardlow Circle, Ste. 100
Corona CA 92880

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

Signed:  _____

Print Name: Todd Funk

Title Assistant Vice President

Signed:  _____

Print Name: Barbara M. Murakami

Title Vice President / Assistant Secretary

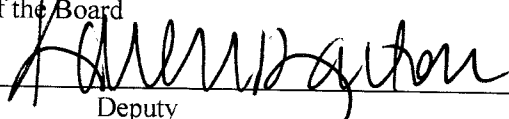
COUNTY OF RIVERSIDE

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

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.

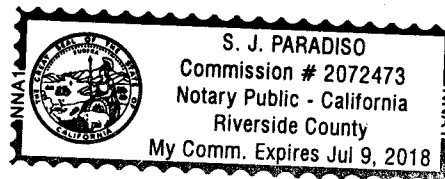
State of California
County of Riverside)

On March 26, 2018 before me, S.J. Paradiso, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)

**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Western Pacific Housing Inc., a Delaware Corporation 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 Map 36430**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **Seventy Five Thousand One Hundred and no/100 Dollars (\$75,100.00)**.

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

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

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

FIFTH: Contractor agrees to file with County prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. 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

Western Pacific Housing Inc., a Delaware Corporation
2280 Wardlow Circle, Ste. 100
Corona CA 92880

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

Signed: 

Print Name: Todd Funk

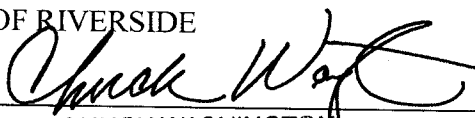
Title Assistant Vice President

Signed: 

Print Name: Barbara M. Murakami

Title Vice President / Assistant Secretary

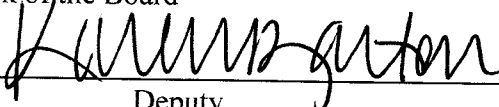
COUNTY OF RIVERSIDE

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

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State of California
County of Riverside)

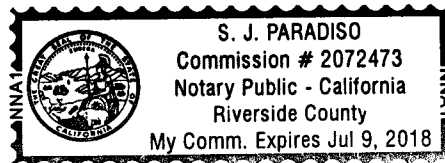
On March 26, 2018 before me, S.J. Paradiso, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Western Pacific Housing Inc., a Delaware Corporation, 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 TR36430/MS4321 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 **Nine Hundred Eighty Thousand and no/100 Dollars (\$980,000.00)**.

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

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

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

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

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

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

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

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

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

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

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Contractor

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

Western Pacific Housing Inc., a Delaware Corporation
2280 Wardlow Circle, Ste. 100
Corona CA 92880

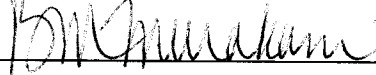
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

Signed: 

Print Name: Todd Funk

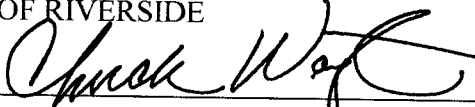
Title Assistant Vice President

Print Name: Barbara M. Murakami

Signed: 

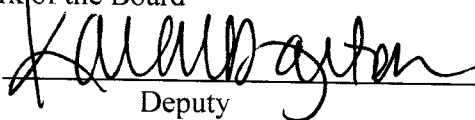
Title Vice President & Assistant Secretary

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
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State of California
County of Riverside

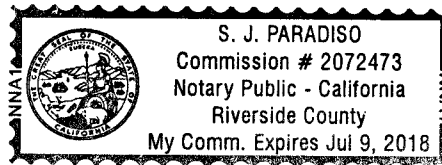
On March 26, 2018 before me, S.J. Paradiso, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Western Pacific Housing Inc., a Delaware Corporation, 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 TR36430/MS4321 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 Four Hundred Seventy Seven Thousand Five Hundred and no/100 Dollars (\$477,500.00).

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

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

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

FIFTH: The 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.

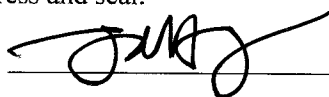
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ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

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Riverside, CA 92504

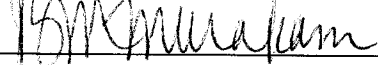
Contractor
Western Pacific Housing Inc., a Delaware Corporation
2280 Wardlow Circle, Ste. 100
Corona CA 92880

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

Signed: 

Print Name: Todd Funk

Title Assistant Vice President

Signed: 

Print Name: Barbara M. Murakami

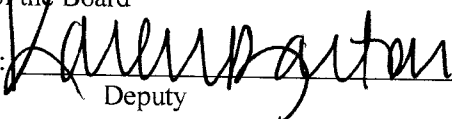
Title Vice President & Assistant Secretary

COUNTY OF RIVERSIDE

Signed: 
CHUCK WASHINGTON

ATTEST: CHAIRMAN, BOARD OF SUPERVISORS

KECIA HARPER-IHEM,
Clerk of the Board

Signed: 
Deputy

APPROVED AS TO FORM

County Counsel

By 

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County of Riverside)

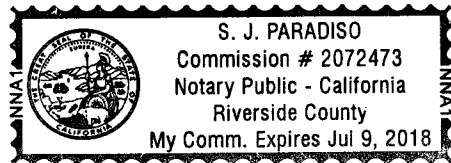
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personally appeared Todd Funk and Barbara M. Murakami
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their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

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

WITNESS my hand and official seal.

Signature  (Seal)



**AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Western Pacific Housing Inc., a Delaware Corporation, 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 TR36430/MS4321, 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 Six Thousand and no/100 Dollars (\$6,000.00).

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, his 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, his 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.

JUL 17 2018 2.13

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

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

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

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

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

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

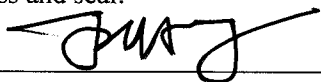
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

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

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

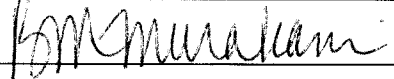
Contractor
Western Pacific Housing Inc., a Delaware Corporation
2280 Wardlow Circle, Ste. 100
Corona CA 92880

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

Signed: 

Print Name: Todd Funk

Title Assistant Vice President

Signed: 

Print Name: Barbara M. Murakami

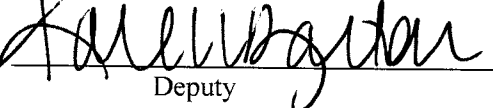
Title Vice President & Assistant Secretary

COUNTY OF RIVERSIDE

By 
CHUCK WASHINGTON

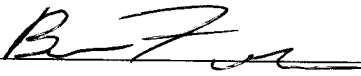
ATTEST: CHAIRMAN, BOARD OF SUPERVISORS

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

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.

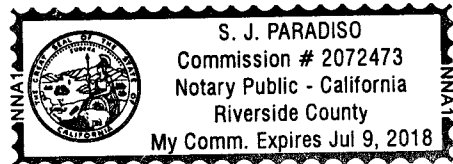
State of California
County of Riverside)

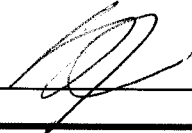
On March 26, 2018 before me, S.J. Paradiso, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)

RECORDING REQUESTED BY:

First American Title Company

WHEN RECORDED MAIL TO:

Western Pacific Housing, Inc.
2280 Wardlow Circle, Suite 100
Corona, CA 92880
Attn: Susan Paradiso

SPACE ABOVE RESERVED FOR FILING STAMP

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND ESTABLISHMENT OF EASEMENTS OF
TRACT NO. 36430 AND TRACT NO. 36430-1**

NOTICE: A MASTER DISPUTE RESOLUTION DECLARATION FOR TRACT NO. 36430 AND TRACT NO. 36430-1 IS INCORPORATED HEREIN BY REFERENCE AND ALSO BEING RECORDED CONCURRENTLY HERewith IN THE OFFICIAL RECORDS. THE MASTER DISPUTE RESOLUTION DECLARATION REQUIRES THAT ANY DISPUTES BETWEEN DECLARANT AND AN OWNER SHALL BE RESOLVED BY THE DISPUTE RESOLUTION PROCEDURES SET FORTH THEREIN. A COPY OF THE MASTER DISPUTE RESOLUTION DECLARATION CAN BE OBTAINED FROM THE COUNTY RECORDER OF RIVERSIDE COUNTY.

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS OF
TRACT NO. 36430 AND TRACT NO. 36430-1

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS OF TRACT NO. 36430 AND TRACT NO. 36430-1 ("**Declaration**") is made by WESTERN PACIFIC HOUSING, INC., a Delaware 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. Declarant is the owner in fee simple of that certain real property located in the unincorporated area of the County of Riverside, State of California, more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Property**").

B. Declarant is also the owner of, or has an interest in, that certain real property located in the unincorporated area of the County of Riverside, State of California, more particularly described on **Exhibit "B"** attached hereto ("**Annexable Property**"), which may, from time to time, be annexed to and become a part of the Property, in accordance with **Article 8** of this Declaration.

C. Declarant desires to develop the Property (including any real property which is hereafter annexed) into a single family residential community.

D. 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.

E. Declarant intends to convey the Property, and any and all portions thereof, subject to the covenants, conditions and restrictions set forth herein.

F. A separate Master Dispute Resolution Declaration will or has been recorded against the Property and will set forth, among other matters, Declarant's dispute resolution procedures for the resolution of all claims by an Owner involving Declarant. Each Owner is bound by the dispute resolution procedures set forth in the Master Dispute Resolution Declaration. An Individual Dispute Resolution Agreement may also be recorded which is executed by Declarant and the first purchaser of a Lot; each Owner is also bound by the procedures set forth in the Individual Dispute Resolution Agreement.

NOW, THEREFORE, Declarant agrees and 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 (hereinafter collectively referred to as the "**Covenants**") 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, 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 "**Annexable Property**" means that certain real property described in **Exhibit "B"** attached hereto, all or any of which Annexable Property may be annexed into the Property as set forth in **Article 8**, and

any adjustments or modifications to such Annexable Property as the result of the recordation of any modification or adjustment in the Final Map. The Annexable Property is not subject to or burdened by this Declaration until such time as it is annexed in accordance with the procedures described in **Article 8**.

1.2 "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.

1.3 "Control" as used herein is defined as possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or company, whether through the ownership of voting securities, by contract, or otherwise.

1.4 "County" means the County of Riverside, California.

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

1.6 "Declarant" means WESTERN PACIFIC HOUSING, INC., a Delaware corporation and any person or entity acquiring all or any portion of Declarant'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.

1.7 "Declarant Parties" means Declarant and its current and future affiliates, and the respective current and future directors, officers, employees, members, managers, partners, trustees, trust beneficiaries, agents, and representatives of Declarant and its current and future affiliates. As used herein, "affiliates" means any other person or company that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person or company.

1.8 "Declaration" means this Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Tract No. 36430 and Tract No. 36430-1 and all amendments to this Declaration and any Supplementary Declarations as may be recorded, from time to time, in the Official Records.

1.9 "Final Map" means the final map covering the Property recorded in the Official Records, and any adjustments or corrections thereto.

1.10 "Governmental Agency(ies)" means any federal, state, county, 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.

1.11 "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.

1.12 "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.

1.13 "Homeowner Maintenance Manual" means the manual which may be 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.

1.14 "**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.

1.15 "**Individual Dispute Resolution Agreement**" means an instrument signed by Declarant and the initial Owner (other than Declarant) of a Lot which is recorded in the Official Records and which specifies that it is an "Individual Dispute Resolution Agreement" as defined in the Master Dispute Resolution Declaration, including any subsequently recorded amendments.

1.16 "**Limited Warranty**" means the D.R. Horton 10-4-1 Limited Warranty provided by Declarant to Owners for Lots conveyed by Declarant which is contained in the Homeowner Maintenance Manual.

1.17 "**Lot**" means a plot of land 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.

1.18 "**Maintenance Obligations**" means each Owner's obligations to perform: (i) all reasonable maintenance consistent with the terms of the Homeowner Maintenance Manual, 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; (ii) 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 (iii) the maintenance obligations set forth in this Declaration.

1.19 "**Master Dispute Resolution Declaration**" means any 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 Property or Annexable Property. 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.

1.20 "**Official Records**" means the Office of the County Recorder of the County where the Property is located.

1.21 "**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.

1.22 "**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.

1.23 "**Parkway Maintenance Area**" means any parkway situated within the publicly dedicated streets bordering the area between the sidewalk and each Lot, which is to be maintained, repaired and replaced by the Owner of the Lot bordering the Parkway Maintenance Area pursuant to this Declaration.

1.24 "**Property**" means all of the real property described on **Exhibit "A"** of this Declaration and any portion of the Annexable Property which is hereafter annexed and made subject to this Declaration.

1.25 "**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.

1.26 "**Stormwater Agreement**" means that certain stormwater agreement required by the County recorded or to be recorded in the Official Records, and any amendments or supplements recorded against all or a portion of the Property that may be identified in a Supplementary Declaration.

1.27 "**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 or Annexable Property to do any of the following: (a) annex all or a portion of the Annexable Property to this Declaration or designate Lots as a phase, (b) de-annex any portion of the Property prior to conveyance to an Owner, (c) prior to Annexation, delete any portion of the Annexable Property from the description of the Annexable Property attached to this Declaration, (d) make modifications or adjustment to the description of the Annexable Property 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, (e) make such other complementary additions and/or modifications necessary to reflect the different character of the Annexable Property, (f) impose additional covenants and restrictions on the Annexable Property, (g) conform this Declaration or any previously recorded Supplementary Declarations to Governmental Requirements and/or (h) make corrections or modifications to the provisions of this Declaration or previously recorded Supplementary Declaration(s), including but not limited to exhibits attached thereto. Any such Supplementary Declaration shall be subject to the approval of the County Assistant TLMA Director – Community Development.

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 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 Parties 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 Property.** The 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 increasing or decreasing the number of Lots that may be annexed to the Property or 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, its agents, representatives and employees, and Declarant's 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 or any street in the Property.

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 other than 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.

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 1.27** without the consent of any other Owner.

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.

3.2 Easements for Encroachments. Declarant hereby creates and reserves for itself, and its successors and assigns, and grants to each Owner, 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 in other recorded instruments 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 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.

3.5 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 as 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 Easements for Cluster Mailboxes. To the extent any cluster mailboxes serving the Community are installed by Declarant or the United States Postal Service on a Lot, Declarant hereby reserves to itself and grants to the Owners, non-exclusive easements for the use, repair and replacement of the mailboxes by the Owners of the Lots serviced by such cluster mailbox.

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 or any of the Annexable Property. Failure to gain such prior written approval shall render any such amendment void and without legal effect.

ARTICLE 4 USE RESTRICTIONS

4.1 Declarant. None of the restrictions set forth in this **Article 4** shall apply to Declarant.

4.2 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 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.

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

4.4 Installation and Maintenance of Landscaping. Subject to the provisions set forth in this Declaration regarding architectural and landscaping approval, each Owner shall, at such Owner's own cost and expense, maintain such Owner's Lot in a neat, clean, safe and attractive condition at all times, in accordance with the Maintenance Obligations, so as to preserve the aesthetic quality of the Property. 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 to Declarant for approval, in accordance with the **Article 6** of this Declaration. Each Owner shall install landscaping on any portion of Owner's yard not landscaped by Declarant within twelve (12) months following the conveyance of such Lot from Declarant to an Owner. As required by the County, the use of water-intensive landscaping is prohibited and each Owner shall use low water use landscaping pursuant to the provisions of Ordinance No. 859, as adopted and any amendments thereto.

4.5 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.

4.6 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 (a) 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; (b) one (1) sign indicating that the Lot (and Residence) is protected by a security alarm system; and (c) noncommercial signs permitted under Applicable Law. All signs permitted under this Section shall conform to all Applicable Laws.

4.7 Animals. No animals, fowl, reptiles, poultry, fish or insects of any kind ("**animals**") shall be raised, bred or kept on any Lot. No Owner shall keep more than a total of four (4) domestic dogs or four (4) domestic cats, or a combination thereof, or other household pets (but not to exceed four (4) total) within Owners Lot; provided that they are not kept, bred or maintained for any commercial purpose, nor in violation of any applicable local ordinance or any other provision of this Declaration. 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.

4.8 Windows. No window in any Residence shall be covered, in whole or in part, inside or outside, with aluminum foil, newspaper, reflective tint or paint or any other material reasonably deemed inappropriate for such use by Declarant; provided, however, that an Owner may use plain white or other neutral colored sheets to cover windows for a period not to exceed six (6) months after the close of escrow pending the installation of drapes, curtains, shutters, blinds or other appropriate interior window coverings.

4.9 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.

4.10 Compliance With Applicable Laws. Each Owner shall comply with all Applicable Laws.

4.11 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.

4.12 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.

4.13 Parking and Vehicular Restrictions. None of the following (collectively "**Prohibited Vehicles**") shall be parked, stored or kept on the Property: recreational vehicles, motorhomes, travel trailers, camper vans, boats, buses, inoperable vehicles; or any vehicle or vehicular equipment constituting a nuisance. No Prohibited Vehicle shall be parked, stored or kept on any Lot except wholly within an enclosed garage, and then only if the garage door is capable of being fully closed with the Prohibited Vehicle located within the garage. Prohibited Vehicles shall not be allowed in any driveway or other exposed parking areas within the Property, except for the purposes of loading, unloading, making deliveries or emergency repairs ("**Transitory Use**"), provided that no Transitory Use shall extend over more than twenty-four hours during any seven (7) consecutive days. Notwithstanding the foregoing, the streets providing access to the Property are public streets which are outside of the jurisdiction of Declarant and may be controlled only by the County. Garages shall be used only for parking and storage of vehicles, and shall not be used for living or business purposes. Garage doors shall be kept closed at all times, except as reasonably required for ingress to and egress from the garage. No repair or restoration of any motor vehicle, operable or inoperable, or equipment shall be conducted upon a driveway or other exterior areas in a Lot.

4.14 Solar Energy Systems. Nothing in this Declaration shall be interpreted to restrict the right of any Owner to install or use any solar energy system on the Owner's Lot or Residence, in conformance with Applicable Laws, any applicable Supplementary Declaration and any other applicable covenants or restrictions. For this Declaration, a solar energy system is defined as stated in California Civil Code Section 801.5, as may be amended.

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 Leasing. No Owner shall be permitted to rent or lease such Owner's Lot for transient or hotel purposes, or for a period of less than thirty (30) days. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of this Declaration, and that any failure by the tenant or lessee to comply with the terms hereof shall constitute a default under such agreement.

4.17 Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any Lot. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained or permitted upon any Lot.

4.18 Mineral Exploration. No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, gravel, earth or any earth substance or other mineral of any kind. Notwithstanding the foregoing, nothing in this Declaration shall be deemed to prohibit, impair or in any way limit the rights of Declarant or any Declarant Parties (and any successors and assigns to Declarant's rights) to drill for, explore for, mine and/or remove any subsurface resources from the Property, and Declarant and any successors and assigns to Declarant's rights shall have such rights, including, without limitation, the right to whipstock or directionally drill and mine from lands other than the Property, wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such whipstocked or directionally drilled wells, tunnel and shafts within or beyond the exterior limits of the Property.

4.19 Unightly Articles. No unsightly articles, 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. There shall be no exterior drying or laundering of clothes or any other items, except that backyards may be used for clotheslines or drying racks provided that such laundering apparatuses are not visible at street level from outside of the Lot. All garbage cans put out for collection shall be exposed to the view of neighboring Lots for only a reasonable period of time.

4.20 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 Declarant Parties, 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.

4.21 Reduction of Pollutants in Storm Water.

4.21.1 Generally. Each Owner acknowledges that water that enters a storm drain may flow directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that impairment of the water quality may have an impact on the environment. Accordingly, the National Pollutant Discharge Elimination System ("NPDES"), the Federal Clean Water Act, and the policies and ordinances of the State Water Resources Control Board and the Regional Water Quality Control Board prohibit discharging anything other than surface runoff and drainage associated with storm events and snow melts into storm drainage systems, including gutters and streets which drain into storm drains. Disposal of pollutants and materials into a storm drain system may result in significant penalties and fines. Owner may be responsible for any activities by Owner's contractors (e.g., painters, landscapers, or others etc.) who dispose of pollutants from Owner's Lot into a storm drain system. Discharges of water associated with landscape irrigation, lawn watering, dechlorinated swimming pool discharges and noncommercial washing of vehicles in residential zones shall be made only in accordance with all Applicable Laws.

4.21.2 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 and any water quality management plan, each Owner agrees that it will, at all times, maintain all Improvements on Owner's 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. If 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 sufficiently grown so as to prevent soil erosion and transport of any sediment. All trash receptacles on an Owner's Lot shall be covered and closed at all times. Each Owner of a Lot is obligated to comply with any storm-water pollution prevention best management practices implemented from time to time by the Governmental Agencies and any water quality management plan. All Owners of Lots are subject to the Stormwater Agreement and shall comply with the Stormwater Agreement.

4.21.3 Right of Entry. Declarant and Declarant's agents and employees shall have the right to enter upon any Lot (other than the interior of the Residence situated thereon) to perform the Maintenance Obligations required to be performed by the Owner to the extent required under this **Section 4.21**. This right of entry by Declarant shall continue until Declarant's notice of termination is approved by the Regional Water Quality Control Board and the State Water Resources Control Board.

4.21.4 Indemnification. An Owner who does not comply with the storm-water requirements described above shall indemnify, defend and hold harmless the County, any other Owner, Declarant, Declarant Parties and such Owner's tenants and invitees, from all damages, losses, fines, penalties, causes of action, liabilities, costs and expenses, including, without limitation, remedial costs and attorneys' fees resulting directly or indirectly any noncompliance with such storm-water runoff requirements or from the Owner's failure to maintain the Owner's Lot pursuant to the terms set forth in this Section and any Applicable Laws.

4.22 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.

4.23 No Easements for View Purposes; Disclaimer. Neither Declarant nor the employees or agents of Declarant, 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.

4.24 Night Lighting. The Property is subject to lighting restrictions as required by County Ordinance No. 655, which are intended to reduce the effects of night lighting on the Mount Palomar Observatory. All proposed outdoor lighting systems shall be in conformance with County Ordinance No. 655.

4.25 Roof-Mounted Lighting. As required by the County, roof-mounted mechanical equipment shall not be permitted within the Property, except that solar equipment or any other energy saving devices shall be permitted with County Planning Department approval.

4.26 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.

4.27 Notice of Airport in Vicinity The Property is presently 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 (for example: 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 Owners completes its purchase and determine whether such annoyance are acceptable to such Owner.

ARTICLE 5 MAINTENANCE

5.1 Maintenance of Lots. Each Owner shall be responsible for and shall bear all costs of maintaining such Owner's Lot and all Improvements thereon. Each Owner shall be responsible for maintaining and keeping street trees, if any, in good condition at all times. The County shall have the right to review and approve any action by an Owner to remove and/or replace any street trees.

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 Homeowner Maintenance Manual and other materials describing the Maintenance Obligations to any successors in interest and/or subsequent purchasers of such Owner's Lot.

5.3 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, repairing and replacing that portion of the block wall or fence in good condition and free from graffiti at all times. In addition, each Owner shall maintain all walls and fences on their Lot as set forth in **Section 3.6** of this Declaration.

5.4 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 a nonexclusive easement across the adjacent Lot as necessary to maintain, clear and repair the drainage devices to ensure proper drainage.

5.5 Maintenance by Valley Wide and County Flood Control. The Property subject to this Declaration does not include any open space lots. Open space lots in the vicinity of the Property will be owned and/or maintained by Valley Wide Recreation & Park District and Riverside County Flood Control. Lots 53 and 54 of Tract 36430 containing water quality basins are not subject to this Declaration but will be owned and maintained by Valley Wide Recreation & Park District. A portion of Lot 99 of Tract 36430-1 is not subject to this Declaration but will contain drainage basin. Until a park is developed within Lot 99, the basin located within Lot 99 will be maintained by Riverside County Flood Control and once the park is developed within Lot 99, then all of the improvements within Lot 99 will be owned and maintained by Valley Wide Recreation & Park District. Such areas as depicted on **Exhibit "B"** attached hereto.

ARTICLE 6 ARCHITECTURAL APPROVAL

6.1 Architectural Approval. Until the date which is the conveyance of the last Lot in the Property to an Owner from Declarant, 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 Parties 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 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 to Declarant at the address set forth in **Section 9.8**.

Any Owner desiring to install any Outdoor Improvement requiring Declarant's approval shall submit Plans to Declarant either: (i) by nationally recognized overnight courier with receipt for delivery, or (ii) 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 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 indemnify, protect, defend and hold harmless Declarant, Declarant Parties 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 Parties assume 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 Parties 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 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 Rights. Except as otherwise specifically set forth in **Section 7.5** below, Declarant and/or 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. The failure of Declarant or any Owner to enforce any of the Covenants shall not constitute a waiver of the right to enforce the same thereafter.

7.2 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 Declarant or by any Owner.

7.3 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.

7.4 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.

7.5 Resolution Claims Process.

7.5.1 Definitions. For the purposes of this **Section 7.5** the following terms shall have the meanings specified below:

(a) **"Affiliated General Contractor"** means D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation. Affiliated General Contractor is both a licensed general contractor and an affiliate of Declarant.

(b) **"Builder"** means Declarant and Affiliated General Contractor. Any documents, materials, notices, information, or other papers provided to an Owner by Builder pursuant to this Declaration, the Master Dispute Resolution Declaration or the Individual Dispute Resolution Agreement shall be deemed to have been provided by both Declarant and Affiliated General Contractor. Any documents, materials, notices, information or other papers provided to Declarant or Affiliated General Contractor by an Owner pursuant to this Declaration, the Master Dispute Resolution Declaration or the Individual Dispute Resolution Agreement shall be provided to both Declarant and the Affiliated General Contractor. Any action taken by Declarant or Affiliated General Contractor pursuant to this Declaration, the Master Dispute Resolution Declaration or any Individual Dispute Resolution Agreement shall be deemed to be the authorized action of Builder.

(c) **"Claim Process"** means those non-adversarial procedures set forth in Chapter 4 of the Right to Repair Act described below.

(d) **"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.

(e) **"Dispute"** means any claim, issue or controversy that arises from or is related in any way to: (i) the Property, (ii) a Residence or (iii) the relationship between any Owner(s) and Builder, whether contractual, statutory or in tort, including without limitation, 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 Property or any portion of a Lot, the agreement between Builder and an Owner to purchase a Residence or any related agreement, any other agreement between Builder and an Owner, any Limited Warranty, any disclosures provided to an Owner by Builder, or any alleged deficiencies in the construction, design, specifications, surveying, planning, supervision, testing, or observation of construction related to an Owner's Lot, including without limitation, any Construction Defect Claim.

(f) **"Right to Repair Act"** means Title 7, Part 2 of Division 2 of the California Civil Code Section 895 through 945.5 inclusive.

7.5.2 Claim Process.

(a) **"Construction Defect Claims."** If an Owner asserts a Construction Defect Claim but elects not to make a claim under the Limited Warranty, the Owner shall file a written notice of claim with the Agent set forth in the Master Dispute Resolution Declaration. The Notice of Defect Claim must include all information required by California Civil Code Section 910 and, to the fullest extent permitted by Applicable Laws, shall: (a) provide the Owner's name, address and telephone number (or the information necessary to use an alternative method of contact such as facsimile or e-mail); and (b) describe the Construction Defect Claim in sufficient detail to enable Builder to determine the location, nature and extent of

the Construction Defect Claim and what area or components of the Residence are involved. If for any reason the Construction Defect Claim is not subject to the Right to Repair Act, Builder and/or Owner shall nevertheless comply with nonadversarial procedures set forth in Chapter 4 of the Right to Repair Act to the same extent as though the Construction Defect Claim was subject to the Right to Repair Act. To the extent any Lot is not encumbered by an Individual Dispute Resolution Agreement, the Owner, in accepting title to his or her Lot, acknowledges and agrees that such Owner is still bound by all of the covenants and agreements set forth in the Master Dispute Resolution Declaration and the failure to record an Individual Dispute Resolution Agreement shall not effect in any way or invalidate the covenants and agreements set forth in the Master Dispute Resolution Declaration which are binding on each Owner.

(b) **Other Claims.** If a Dispute does not involve a Construction Defect Claim ("**Other Claim**") and is not resolved to the satisfaction of an Owner, the Owner shall file a written Notice of Other Claim in conformance with the requirements set forth in the Master Dispute Resolution Declaration.

(c) **Conflict.** In the event of any conflict between the provisions of this **Section 7.5** and the Master Dispute Resolution Declaration, the terms of the Master Dispute Resolution Declaration shall control.

7.5.3 Legal Remedies. If any Dispute is not resolved in conformance with the Claim Process or mediation to the extent required under the Master Dispute Resolution Declaration, then the party asserting the Claim or Other Claim shall be entitled to pursue its remedies at law or equity.

ARTICLE 8 ANNEXATION OF ANNEXABLE PROPERTY AND SUPPLEMENTARY DECLARATION

8.1 Annexation. Declarant, its successors and assigns shall have the right, at any time, and from time to time, to add all or any portion of the Annexable Property to the Property, and to subject such Annexable Property to the Covenants of this Declaration by recording a Supplementary Declaration with respect to such portion of the Annexable Property to be annexed in accordance with the provisions of this Article. If Declarant is not the owner of the Annexable Property being annexed, then the owner of such property shall also execute any Supplementary Declaration which annexes such owner's property. All or any portion of the Annexable Property may be annexed to and become subject to this Declaration without the approval or assent of the Owners. The Annexable Property is not subject to or burdened by this Declaration until such time as the Annexable Property is annexed in accordance with the procedures described in this Article.

Upon the recording of a Supplementary Declaration annexing any portion of the Annexable Property, the Covenants contained in this Declaration shall apply to the Annexable Property as if it were originally covered in this Declaration and originally constituted a portion of the Property.

8.2 Effective Date of Annexation. Any Supplementary Declaration recorded on any of the Annexable Property shall become effective immediately upon its recordation in the Official Records of the County.

8.3 Right of De-Annexation. Declarant hereby reserves the right to de-annex any Annexable Property which may be annexed to the 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.

8.4 Amendments to Supplementary Declarations. Notwithstanding any other provisions in this Declaration to the contrary, a Supplementary Declaration may be amended by the requisite affirmative vote of Owners, as set forth in **Article 6**, in only the Annexable Property described in said Supplementary Declaration rather than all Owners in the Property, on condition that: (a) such amendment applies only to the Annexable Property described in said Supplementary Declaration; (b) that such amendment shall not revoke or otherwise

contradict any of the other Covenants set forth in this Declaration; and (c) that the consents described in **Section 9.7** have been obtained.

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 non-curable 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. All rights set forth in this **Section 9.2** are subject to the County's rights set forth in **Section 9.7** below.

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 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, 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. Any termination shall be subject to the written approval of the County Assistant TLMA Director – Community Development.

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 a majority 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. Notwithstanding any provision of this Declaration to the contrary, the following provisions shall apply: "This

Declaration shall not be terminated "substantially" amended, or property deannexed therefore absent the prior written consent of the Assistant TLMA Director – Community Development of the County of Riverside or the County's successor-in-interest.

9.8 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: Western Pacific Housing, Inc.
 2280 Wardlow Circle, Suite 100
 Corona, CA 92880
 Attention: Forward Planning

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

9.9 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.

9.10 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.

9.11 Exhibits. All exhibits referred to herein are incorporated by reference.

9.12 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.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date set forth below.

Date: June 27, 2018

"DECLARANT"

WESTERN PACIFIC HOUSING, INC., a Delaware
corporation

By: 

Name: Keith Alex

Title: Vice President

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 June 27, 2018, before me, S.J. Paradiso, a Notary Public, personally appeared Keith Alex, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

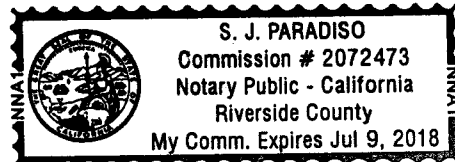


EXHIBIT "A"

PROPERTY

LOTS 1 THROUGH 52, INCLUSIVE, OF TRACT NO. 36430, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED ON _____, IN BOOK ____, PAGES __ THROUGH __, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"

ANNEXABLE PROPERTY

The Annexable Property includes the following real property, excepting any portion of the following property that is set forth on **Exhibit "A"**.

PARCEL A:

PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT NO. 05562, AS EVIDENCED BY DOCUMENT RECORDED NOVEMBER 2, 2016 AS INSTRUMENT NO. 2016-0485376 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCELS 3A OF LOT LINE ADJUSTMENT NO. 05548 RECORDED ON SEPTEMBER 16, 2016, AS INSTRUMENT NO. 2016-0404388, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 18 AND 19, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF CENTERLINE ROUSE ROAD (60 FEET WIDE) WITH CENTERLINE OF EMPEROR ROAD (60 FEET WIDE) AS SHOWN ON ROMOLA FARMS NO. 15 MAP ON FILE IN BOOK 15, PAGES 98 THROUGH 100, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 09°30'27" EAST ALONG SAID CENTERLINE OF EMPEROR ROAD, A DISTANCE OF 745.38 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT NO. 28801-2 AS SHOWN BY MAP ON FILE IN BOOK 404, PAGES 25 THROUGH 30, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THE FOLLOWING (7) SEVEN COURSES ALONG THE SOUTHERLY LINE OF SAID TRACT:

- 1) THENCE NORTH 80°29'33" WEST, A DISTANCE OF 33.00 FEET;
- 2) THENCE NORTH 33°31'03" WEST, A DISTANCE OF 20.52 FEET;
- 3) THENCE NORTH 80°29'33" WEST, A DISTANCE OF 192.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 270.00 FEET;
- 4) THENCE WESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 9°57'52", AN ARC DISTANCE OF 46.96 FEET;
- 5) THENCE SOUTH 89°32'35" WEST TANGENT TO SAID CURVE, A DISTANCE OF 716.80 FEET;

6) THENCE SOUTH 44°43'26" WEST, A DISTANCE OF 21.15 FEET;

7) THENCE SOUTH 89°54'17" WEST, A DISTANCE OF 2.00 FEET TO THE WESTERLY LINE OF SAID PARCEL 3A;

THE FOLLOWING (12) TWELVE COURSES ALONG SAID PARCEL 3A:

1) THENCE SOUTH 00°05'43" EAST, A DISTANCE OF 609.74 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 100.00 FEET;

2) THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°18'41", AN ARC DISTANCE OF 28.47 FEET;

3) THENCE SOUTH 16°24'24" EAST TANGENT TO SAID CURVE, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 48.00 FEET;

4) THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 67°08'31", AN ARC DISTANCE OF 56.25 FEET;

5) THENCE SOUTH 51°12'15" EAST, A DISTANCE OF 36.29 FEET;

6) THENCE NORTH 89°54'17" EAST, A DISTANCE OF 209.52 FEET;

7) THENCE SOUTH 10°12'06" WEST, A DISTANCE OF 16.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 66.00 FEET;

8) THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°06'26", AN ARC DISTANCE OF 60.02 FEET;

9) THENCE SOUTH 57°21'49" WEST, A DISTANCE OF 22.31 FEET;

10) THENCE SOUTH 00°05'43" EAST, A DISTANCE OF 120.00 FEET;

11) THENCE NORTH 89°54'17" EAST, A DISTANCE OF 265.50 FEET;

12) THENCE SOUTH 80°29'33" EAST, A DISTANCE OF 390.48 FEET;

THENCE NORTH 09°30'27" EAST, A DISTANCE OF 258.07 FEET TO A POINT ON CENTERLINE ROUSE ROAD;

THENCE SOUTH 89°56'00" WEST ALONG SAID CENTERLINE OF ROUSE ROAD, A DISTANCE OF

37.53 FEET TO THE INTERSECTION WITH CENTERLINE OF EMPEROR ROAD AND THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY AND ALL (I) OIL RIGHTS, (II) MINERAL RIGHTS, (III) NATURAL GAS RIGHTS, (IV) RIGHTS TO ALL OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, (V) GEOTHERMAL HEAT RIGHTS OR GEOTHERMAL SUBSTANCES THAT MAY BE PRODUCED FROM THE PROPERTY, (VI) WATER RIGHTS AND CLAIMS OR RIGHTS TO WATER AND (VII) ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY, "SUBSURFACE RESOURCES") LOCATED IN OR UNDER THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN (THE "PROPERTY"), TO THE EXTENT SUCH SUBSURFACE RESOURCES HAVE NOT BEEN PREVIOUSLY RESERVED AS CONVEYED TO DRH ENERGY, INC., A COLORADO CORPORATION IN THE GRANT DEED RECORDED JUNE 06, 2017 AS INSTRUMENT NO. 2017-0224931 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND PRODUCE, STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES ON OR FROM THE PROPERTY, INCLUDING WITHOUT LIMITATION THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE, FROM LANDS OTHER THAN THE PROPERTY, WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND

SHAFTS WITHIN OR BEYOND THE EXTERIOR LIMITS OF THE PROPERTY, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO DRILL, MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES THROUGH OR IN THE SURFACE OF THE PROPERTY OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE PROPERTY AS CONVEYED TO DRH ENERGY, INC., A COLORADO CORPORATION IN THE GRANT DEED RECORDED JUNE 06, 2017 AS INSTRUMENT NO. 2017-0224931 OF OFFICIAL RECORDS.

PARCEL B:

PARCEL 1 OF LOT LINE ADJUSTMENT NO. 05573 RECORDED JANUARY 31, 2017 AS INSTRUMENT NO. 2017-0041839 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 2A OF LOT LINE ADJUSTMENT NO. 05548, RECORDED ON SEPTEMBER 16, 2016 AS INSTRUMENT NO. 2016-0404388, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 18 AND 19, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF CENTERLINE BRIGGS ROAD (60 FEET WIDE) WITH CENTERLINE ROUSE ROAD (60 FEET WIDE) AS SHOWN

ON ROMOLA FARMS NO. 15 MAP ON FILE IN BOOK 15, PAGES 98
THROUGH 100, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY,
CALIFORNIA;

THENCE NORTH $89^{\circ}56'00''$ EAST ALONG SAID CENTERLINE OF ROUSE ROAD, A
DISTANCE OF
30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH $00^{\circ}05'43''$ WEST, A DISTANCE OF 48.13 FEET, TO THE
NORTHERLY LINE OF SAID PARCEL 2A;

THE FOLLOWING (10) TEN COURSES ALONG SAID PARCEL 2A:

1) THENCE ALONG SAID NORTHERLY LINE NORTH $89^{\circ}54'17''$ EAST, A
DISTANCE OF 29.00 FEET;

2) THENCE NORTH $84^{\circ}13'57''$ EAST, A DISTANCE OF 162.05 FEET TO THE
BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY,
HAVING A RADIUS OF 48.00 FEET, THE RADIAL LINE TO SAID POINT
BEARS SOUTH $76^{\circ}45'11''$ WEST;

3) THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE TO
THE LEFT THROUGH A CENTRAL ANGLE OF $116^{\circ}01'05''$, AN ARC DISTANCE
OF 97.19 FEET;

4) THENCE SOUTH $51^{\circ}12'15''$ EAST, A DISTANCE OF 36.29 FEET;

5) THENCE NORTH $89^{\circ}54'17''$ EAST, A DISTANCE OF 209.52 FEET;

6) THENCE SOUTH $10^{\circ}12'06''$ WEST, A DISTANCE OF 16.47 FEET TO THE
BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A
RADIUS OF 66.00 FEET;

7) THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL
ANGLE OF $52^{\circ}06'26''$, AN ARC DISTANCE OF 60.02 FEET;

8) THENCE SOUTH $57^{\circ}21'49''$ WEST, A DISTANCE OF 22.31 FEET;

9) THENCE SOUTH $00^{\circ}05'43''$ EAST, A DISTANCE OF 120.00 FEET;

10) THENCE SOUTH $00^{\circ}04'00''$ EAST, A DISTANCE OF 739.87 FEET TO THE
BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY,
HAVING A RADIUS OF 1850.00 FEET, THE RADIAL LINE TO SAID POINT
BEARS NORTH $06^{\circ}56'43''$ EAST;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE
OF $7^{\circ}02'26''$, AN ARC DISTANCE OF 227.33 FEET;

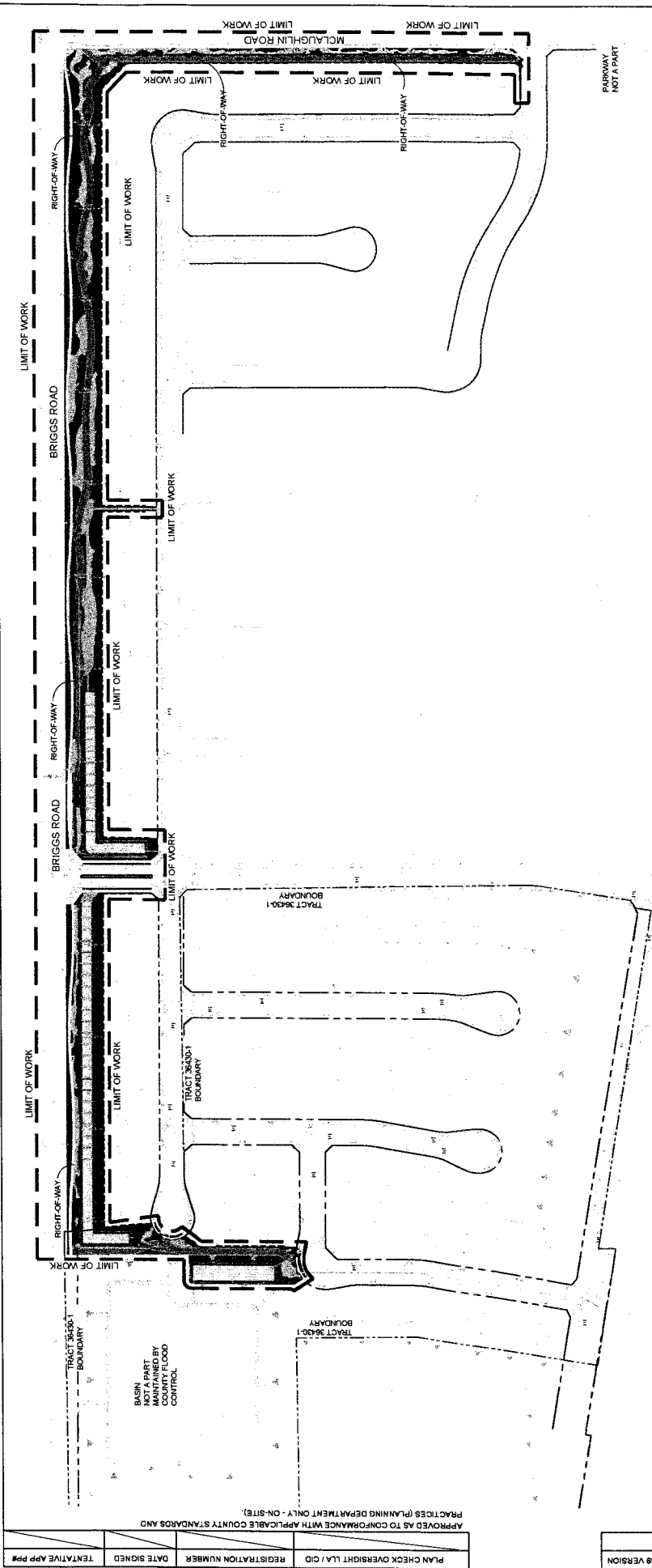
THENCE SOUTH 89°54'17" WEST, A DISTANCE OF 272.41 FEET TO THE
EASTERLY RIGHT-OF-WAY LINE OF SALD BRIGGS ROAD;

THENCE NORTH 00°04'00" WEST ALONG SAID RIGHT-OF-WAY LINE, A
DISTANCE OF 914.85 FEET; TO THE TRUE POINT OF BEGINNING;

APN: 461-020-025-4 and 461-020-026-5

EXHIBIT "C"

**VALLEY WIDE RECREATION & PARK DISTRICT AND
RIVERSIDE COUNTY FLOOD CONTROL MAINTAINED AREAS
[ATTACHED HERETO]**



LEGEND & QUANTITIES

RIGHT OF WAY
 TOTAL VALLEY-WIDE MAINTAINED LANDSCAPE AREA = 259,922 SF
WALL AND FENCE
 PERIMETER BLOCK WALL (VMRPD TO MAINTAIN FACE OF WALLS ONLY) 3,941 LF
 PVC SPLIT-RAIL FENCE 901 LF

QUANTITIES
 LANDSCAPE AREA (TO BE MAINTAINED BY VALLEY-WIDE) 146,371 SF
 BASIN BOTTOM AREA (TO BE MAINTAINED BY VALLEY-WIDE) 28,919 SF
 NON-IRRIGATED BOULDER AND COBBLE AREAS (TO BE MAINTAINED BY VALLEY WIDE) 36,879 SF
 TRAIL AREA (TO BE MAINTAINED BY VALLEY-WIDE) 48,553 SF
 SIDEWALK AREA - COUNTY MAINTAINED 24,580 SF

NOTE:
 VALLEY-WIDE WILL MAINTAIN IRRIGATION, LANDSCAPE, AND BASIN BOTTOM BMPs. THE COUNTY OF RIVERSIDE CSA WILL MAINTAIN THE PERFORATED PIPE BELOW THE BASIN.

NOTES

- MASONRY WALLS SHALL BE INSTALLED IN ALL CONDITIONS WHERE FACING THE STREET. REFER TO MAINTENANCE EXHIBIT FOR TYPE.
- IMPROVED BY DR. HORTON. ADDITIONAL AREAS MAY REQUIRE LANDSCAPE AND WILL BE ADDRESSED WITH AN ADDRESS TO BE DETERMINED BY THE COUNTY OF RIVERSIDE CSA.
- WATER QUALITY BASINS, VALLEY-WIDE WILL DO WQMP REPORTING AND MAINTAIN THE PIPING IN ALL LIMITED TO, DRAINS, ROCK, COBBLE, SOIL MEDIA, FILTER FABRIC, IRRIGATION AND MESIC RIPARIAN GRASSES WITHIN WQ BASINS.
- IT IS REQUESTED FOR BASIN BOTTOM SUB-GRADE TO BE AT 0.5% SLOPE, CONSISTENT WITH 6" PERFORATED DRAIN PIPE.
- IT IS REQUESTED FOR 6" PERFORATED PIPES TO HAVE CLEAN-OUTS AT 50' SPACING.

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES (PLANNING DEPARTMENT ONLY - ON-SITE).
 PLAN CHECK OVERSIGHT LLA / CID _____ DATE SIGNED _____ TENTATIVE APP PPR _____

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES (TRANSPORTATION DEPARTMENT ONLY - ROW / OFF-SITE).
 PLAN CHECK OVERSIGHT ENGINEER _____ DATE SIGNED _____ REGISTRATION NUMBER _____ ORD. 858 VERSION _____

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES (PLANNING DEPARTMENT ONLY - ON-SITE).
 PLAN CHECK OVERSIGHT ENGINEER _____ DATE SIGNED _____ REGISTRATION NUMBER _____ ORD. 858 VERSION _____

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES (TRANSPORTATION DEPARTMENT ONLY - ROW / OFF-SITE).
 PLAN CHECK OVERSIGHT ENGINEER _____ DATE SIGNED _____ REGISTRATION NUMBER _____ ORD. 858 VERSION _____

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES (PLANNING DEPARTMENT ONLY - ON-SITE).
 PLAN CHECK OVERSIGHT ENGINEER _____ DATE SIGNED _____ REGISTRATION NUMBER _____ ORD. 858 VERSION _____

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES (TRANSPORTATION DEPARTMENT ONLY - ROW / OFF-SITE).
 PLAN CHECK OVERSIGHT ENGINEER _____ DATE SIGNED _____ REGISTRATION NUMBER _____ ORD. 858 VERSION _____

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES (PLANNING DEPARTMENT ONLY - ON-SITE).
 PLAN CHECK OVERSIGHT ENGINEER _____ DATE SIGNED _____ REGISTRATION NUMBER _____ ORD. 858 VERSION _____

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES (TRANSPORTATION DEPARTMENT ONLY - ROW / OFF-SITE).
 PLAN CHECK OVERSIGHT ENGINEER _____ DATE SIGNED _____ REGISTRATION NUMBER _____ ORD. 858 VERSION _____

VALLEY WIDE RECREATION & PARK DISTRICT

Dean Wetter	Date: _____
<p>TRACT 36430-1 COUNTY OF RIVERSIDE CRESCENT POINTE AT SIERRA RIDGE MAINTENANCE EXHIBIT</p>	
<p>FOR HORTON LOS ANGELES HOLDING COMPANY, INC.</p>	

STATION MARK
 FOUND LEAD WITH R.C.F.C. & W.C.D. TAG
 IN LARGE BOULDER FLUSH
 ELEVATION = 1514.000 NAVD 88
 SCALE _____ H _____ V _____

REGISTRATION NUMBER
 310 NORTH JOY STREET | CORONA, CA 92709
 15 191 1251 1141 | P: 951.292.8851
JEFFREY TROJANOWSKI
 ARCHITECTURE
 REG. NO. 3765, EXP. 06/30/18
 DATE: May 16, 19 _____

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES (PLANNING DEPARTMENT ONLY - ON-SITE).
 PLAN CHECK OVERSIGHT ENGINEER _____ DATE SIGNED _____ REGISTRATION NUMBER _____ ORD. 858 VERSION _____

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES (TRANSPORTATION DEPARTMENT ONLY - ROW / OFF-SITE).
 PLAN CHECK OVERSIGHT ENGINEER _____ DATE SIGNED _____ REGISTRATION NUMBER _____ ORD. 858 VERSION _____

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