

provision being considered for amendment requires amendment approval by a higher percentage of the voting power than that specified in this Section, then the proposed amendment shall not be adopted unless approved by such higher percentage of the voting power.

13.2.2 Mortgagee Consent. In addition to the consents required by Section 13.2.1, the Mortgagees of fifty-one percent (51%) of the First Mortgages on all the Lots in the Community who have requested the Association notify them of proposed action requiring the consent of a specified percentage of First Mortgagees must approve any amendment which is of a material nature, as follows:

(a) Any amendment which affects or purports to affect the validity or priority of Mortgages or the rights or protection granted to Mortgagees, insurers or guarantors of First Mortgages.

(b) Any amendment which would require a Mortgagee after it has acquired a Lot through foreclosure to pay more than its proportionate share of any unpaid Assessment or Assessments accruing before such foreclosure.

(c) Any amendment which would or could result in a Mortgage being canceled by forfeiture, or in a Lot not being separately assessed for tax purposes.

(d) Any amendment relating to (i) the insurance provisions in Article 8, (ii) the application of insurance proceeds in Article 9, or (iii) the disposition of any money received in any taking under condemnation proceedings.

(e) Any amendment which would restrict an Owner's right to sell or transfer his or her Lot.

(f) Any amendment which would subject any Owner to a right of first refusal or other such restriction, if such Lot is proposed to be transferred.

13.2.3 Amendment of Right to Repair Law Provisions. Except for any amendment made by Declarant as authorized in Section 13.2.7, neither this Section 13.2.3 nor Sections 1.1.43, 1.1.65, 1.1.66, 2.1.1, 2.1.2, 2.1.3, 3.14, 4.2.7, 4.5, 12.1.7, 12.4, 13.2.7, 13.2.8 or 15.6 may be amended without the prior written approval of Declarant until the expiration of all applicable statutes of limitation or repose for the filing of a complaint or suit or other legal remedies against Declarant or its affiliates under the Right to Repair Law (including tolling periods). This Section shall be subject to the provisions of Section 17.1 (County Required Provisions) below.

13.2.4 Termination Approval. Termination of this Declaration requires approval of the Owners as provided in Section 13.2.1, and until the expiration of all applicable statutes of limitation or repose for the filing of a complaint or suit or other legal remedies against Declarant or its affiliates under the Right to Repair Law (including tolling periods), the prior written approval of Declarant.

13.2.5 Notice to Mortgagees. Each Mortgagee of a First Mortgage on a Lot in the Community which receives proper written notice of a proposed amendment or termination

of this Declaration, any Notice of Addition or any Supplemental Declaration with a return receipt requested is deemed to have approved the amendment or termination if the Mortgagee fails to submit a response to the notice within sixty (60) days after the Mortgagee receives the notice.

13.2.6 Certificate. A copy of each amendment must be certified by at least two (2) Association officers. The amendment becomes effective when a Certificate of Amendment is Recorded. The certificate, signed and sworn to by two (2) Association officers that the requisite number of Owners and Mortgagees have approved the amendment, when Recorded, is conclusive evidence of that fact. The Association shall keep in its files for at least four (4) years the record of all such approvals. The certificate reflecting any termination or amendment which requires the written consent of any of the Mortgagees of First Mortgages must include a certification that the requisite approval of such First Mortgagees was obtained.

13.2.7 Amendment or Termination by Declarant.

(a) **Before First Closing.** Notwithstanding any other provisions in this Article, (i) Declarant may unilaterally amend or terminate this Declaration for any purpose, until the first Close of Escrow in the Community, and (ii) Declarant may unilaterally amend or terminate a Notice of Addition or Supplemental Declaration for any purpose, until the first Close of Escrow in the real property affected by the Notice of Addition or Supplemental Declaration to be amended or terminated. Amendment or termination shall not be effective until Declarant has Recorded in the Official Records an instrument signed and acknowledged by Declarant.

(b) **Minor Corrections.** Notwithstanding any other provisions of this Article, Declarant (as long as Declarant owns any portion of the Community or the Annexable Territory) may unilaterally amend this Declaration, a Notice of Addition or a Supplemental Declaration by Recording a written instrument signed by Declarant to: (1) conform this Declaration or any Notice of Addition or Supplemental Declaration to the rules, regulations or requirements of FHFA, VA, FHA, BRE, Fannie Mae, Ginnie Mae, Freddie Mac, or the County, (2) amend, replace or substitute any exhibit to correct typographical or engineering errors, (3) include any exhibit that was inadvertently omitted at the time of Recording, (4) comply with any County, State or Federal laws or regulations, (5) correct typographical errors, (6) supplement this Declaration with provisions which pertain to rights and obligations of Declarant, the Association or Owners arising under the Right to Repair Law, (7) re-Phase any portion of the Community, and (8) change any exhibit or portion of an exhibit to conform to as-built conditions.

Nothing in this Section 13.2.7 may be amended or terminated without the prior written approval of Declarant.

13.2.8 Minor Corrections by the Board. The Board may amend this Declaration, a Notice of Addition or a Supplemental Declaration for the reasons stated in parts (2), (3), (4), (5), or (8) of Section 13.2.7(b) above by Recording a written instrument signed by two officers of the Association certifying that the Board approved the amendment for the purposes described therein. However, until the end of all applicable statutes of limitation or repose for the filing of a complaint or suit or other legal remedies against Declarant or its affiliates under the Right to Repair Law (including tolling periods), the Board must obtain the

prior written approval of Declarant to any amendment approved by the Board, or any other amendment by the Board or Association that affects the rights of Declarant under the Right to Repair Law, this Declaration or any Supplemental Declaration or Notice of Addition, or for any amendment by the Board concerning matters discussed in Article 3 or Article 15.

ARTICLE XIV GENERAL PROVISIONS

14.1 **MERGERS OR CONSOLIDATIONS.** In a merger or consolidation of the Association with another association, the property, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Community, together with the covenants and restrictions established on any other property, as one (1) plan.

14.2 **NO PUBLIC RIGHT OR DEDICATION.** Nothing in this Declaration is a gift or dedication of all or any part of the Community to the public, or for any public use.

14.3 **NOTICES.** Except as otherwise provided in this Declaration, notice to be given to an Owner must be in writing and may be delivered personally to the Owner. Personal delivery of such notice to one (1) or more co-Owners, or any general partner of a partnership owning a Lot, constitutes delivery to all Owners. Personal delivery of such notice to any officer or agent for the service of process on a corporation or limited liability company constitutes delivery to the corporation or limited liability company. Such notice may also be delivered by regular United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to the Association or, if no such address has been furnished, to the street address of such Owner's Lot. Such notice is deemed delivered three (3) business days after the time of such mailing, except for notice of a meeting of Owners or of the Board, in which case the notice provisions of the Bylaws control. Any notice to be given to the Association may be delivered personally to any member of the Board, or sent by United States mail, postage prepaid, addressed to the Association at such address as may be fixed and circulated to all Owners.

14.4 **CONSTRUCTIVE NOTICE AND ACCEPTANCE.** Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Community consents and agrees to every limit, restriction, easement, reservation, condition and covenant contained in this Declaration, whether or not any reference to these restrictions is in the instrument by which such Person acquired an interest in the Community. As soon as practicable before sale or transfer of title to a Lot or other separate interest in the Community or execution of a real property sales contract therefor, the Owner of the Lot or other separate interest shall provide to the purchaser copies of the Governing Documents listed in California Civil Code Section 4525 and its successor statutes.

**ARTICLE XV
DECLARANT'S RIGHTS AND RESERVATIONS**

If there is a conflict between any other portion of the Governing Documents and this Article, this Article shall control.

15.1 CONSTRUCTION RIGHTS. Until Declarant no longer owns any portion of the Community or the Annexable Territory, Declarant has the right, without obtaining the approval of the Association, to (a) subdivide or re-subdivide the portions of the Community owned by Declarant, (b) complete or modify Improvements in the Common Area, or in any portion of the Community or Annexable Territory that is owned or leased solely or partially by Declarant, (c) alter Improvements and Declarant's construction plans and designs, (d) modify Declarant's development plan for the Community and the Annexable Territory, including designating and redesignating Phases, reshaping the Lots and Common Area, and constructing dwellings of larger or smaller sizes, values, and of different types, (e) modify, extend, postpone or terminate the annexation of any or all of the Annexable Territory, or the completion of the Community, for any purpose, including changed economic conditions, changes in Declarant's business plans or other factors determined by Declarant in its sole discretion, and (f) construct additional or different Improvements, all as Declarant considers advisable in the course of development of the Community. Declarant may temporarily erect barriers, close off and restrict access to portions of the Common Area as reasonably necessary to allow Declarant to exercise the rights reserved in this Section so long as an Owner's access to that Owner's Lot is not eliminated.

15.2 SALES AND MARKETING RIGHTS. Declarant shall have the following rights related to sales and marketing, all of which may be exercised unilaterally by Declarant in Declarant's sole discretion. The rights reserved in this Section will terminate on the date of the last Close of Escrow for sale of a Lot in the Community and Annexable Territory.

15.2.1 Marketing and Sales Facilities. Declarant's rights under this Declaration include the right to install and maintain such structures, displays, signs, billboards, flags and sales offices in the Community, and the right to use any land, Lots or mobile homes owned or leased by Declarant in the Community for model home purposes, or for the operation of real estate sales offices or leasing offices, all as may be reasonably necessary to conduct the business of completing construction and disposing of the Lots by sale, resale, lease or otherwise.

15.2.2 Use of Common Area. Declarant reserves for its benefit, and for the benefit of its prospective purchasers of Lots who are entitled to the nonexclusive use of the Common Area owned in fee simple by the Association, without further cost for access, ingress, egress, use or enjoyment, the right to (a) show the Community to prospective purchasers, (b) dispose of the Community as provided in this Declaration, and (c) develop and sell the Annexable Territory. Declarant, its employees, agents and prospective purchasers are also entitled to the nonexclusive use of private streets, drives and walkways for ingress, egress and vehicle parking as necessary in connection with the marketing and sale of the Lots. Neither Declarant, nor its employees, agents nor prospective purchasers shall make any use of the Common Area that will unreasonably interfere with the use and enjoyment thereof by the Owners.

15.3 CREATING ADDITIONAL EASEMENTS. At any time before the Close of Escrow for a Lot, Declarant reserves the right to establish on that Lot additional licenses, easements, reservations and rights-of-way to itself, to utility companies, or to others as Declarant determines are reasonably necessary to the proper development and disposal of the Community and Annexable Territory.

15.4 ARCHITECTURAL RIGHTS. Declarant and any Person to whom Declarant may assign all or a portion of its exemption under this Declaration need not seek or obtain Design Review Committee approval of any Improvements constructed anywhere on the Community by Declarant or such Person. Declarant may exclude portions of the Community from jurisdiction of the Design Review Committee in the applicable Notice of Addition or Supplemental Declaration. Declarant, may, at its option, establish an additional design review committee for any area exempted from the jurisdiction of the Design Review Committee.

15.5 DECLARANT EXEMPTION. Declarant is exempt from the application of Article 2 of this Declaration and from all other restrictions on the use and enjoyment of real property and all maintenance covenants that are established for Owners under this Declaration, or in a Notice of Addition, a Supplemental Declaration or in any other Governing Documents, except to the extent that a particular provision expressly includes Declarant among the parties covered thereby.

15.6 ASSIGNMENT OF RIGHTS. Declarant may assign any or all of its rights and exemptions under this Article 15, and any other Declarant rights, exemptions, appointment powers, veto powers or easements in the Governing Documents to any successor in interest to any portion of Declarant's interest in the Community by a Recorded written assignment.

15.7 AMENDMENT. No amendment may be made to this Article without the prior written approval of Declarant.

15.8 POWER OF ATTORNEY. Each Owner of a Lot in the Community, by accepting a deed to a Lot, shall be deemed to have (a) agreed and acknowledged that the Owners own no interest in the Annexable Territory which may be developed, if at all, by Declarant in its sole and absolute discretion and (b) constituted and irrevocably appointed Declarant, for so long as Declarant owns all or any portion of the Annexable Territory, as his Attorney-in-Fact, for himself and each of his Mortgagees, optionees, grantees, licensees, trustees, receivers, lessees, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns, whether voluntary or involuntary, and thereby to have conveyed a Power of Attorney coupled with an interest to Declarant as his Attorney in Fact to prepare, execute, acknowledge and Record any instrument for all or any portion of the Annexable Territory. However, nothing set forth herein shall be deemed or construed as an agreement by Declarant that any Owner shall be entitled to any participation in or discretion over the preparation and Recordation of an instrument for all or any portion of the Annexable Territory. The acceptance or creation of any Mortgage or other encumbrance, whether or not voluntary, created in good faith, or given for value, shall be deemed to be accepted or created subject to each of the terms and conditions of the Power of Attorney described in this Section.

15.9 COOPERATION AND PARTICIPATION.

15.9.1 **Notice of Transfers; Other Notices.** Until the date of expiration of all applicable statutes of limitations or repose for the filing of a complaint or suit or other legal remedies against Declarant by the Association under the Right to Repair Law (including any tolling periods), the Association shall provide Declarant with written notice of the transfer of any Lot and all notices and other documents to which a Mortgagee is entitled pursuant to this Declaration, provided that Declarant shall not be required to make written request for such notices and other documents.

15.9.2 **Observation of Open Meetings.** In furtherance of Declarant's rights and the performance of the obligations of Declarant, the Association and Owners under the Right to Repair Law, Declarant shall have the right to observe and speak at open meetings of the Board in accordance with this Section 15.9.1.

(a) **Attendance and Limited Participation.** Commencing on the date on which Declarant no longer has a representative on the Board, and continuing until the date of expiration of all applicable statutes of limitations or repose for the filing of a complaint or suit or other legal remedies against Declarant by the Association under the Right to Repair Law (including any tolling periods):

(i) The Association shall provide Declarant with written notice of all meetings of the Board that any Owner is entitled to attend (each, an "**Open Meeting**"), as if Declarant was an Owner;

(ii) Declarant shall be entitled to have its representatives attend all Open Meetings and speak (during the Owner comment period) on matters governed by the Right to Repair Law, including maintenance and repair of Common Property and the Lots and Improvements thereon; and

(iii) Declarant representatives shall be entitled to receive copies of the minutes, proposed minutes and summary minutes of all Open Meetings and meetings of members, as well as copies of books, financial records, Governing Documents, or maintenance records, upon request for, and reimbursement of, the actual costs to copy and mail such materials.

(b) **Rights of Board.** Notwithstanding the foregoing, the Board shall have the unilateral right to exclude Declarant and its representatives from any Open Meeting or portion thereof, and to decline to provide Declarant or its representatives with minutes, proposed minutes or summary minutes if, in the good faith judgment of the Board, the presence of Declarant or its representatives at an Open Meeting, or delivery of minutes to Declarant or its representatives would not be in the best interest of the Association. Such determination may be made if:

(i) the presence of Declarant or its representatives at an Open Meeting or portion thereof would adversely affect the attorney-client privilege between the Association and its counsel; or

(ii) Declarant or its representatives would have access to confidential information received or developed by the Association or its consultants.

(c) **Further Limitations.** This Section creates no right in representatives of Declarant to attend executive sessions of the Board or to participate in deliberations by the Board. Declarant representatives shall attend any Open Meeting they are permitted to attend under this Section 15.9.1 in an observer capacity only, and they shall not have any right to vote on matters coming before the Board.

15.10 DECLARANT APPROVAL OF ACTIONS.

15.10.1 **General Rights.** Until Declarant no longer owns a portion of the Community or the Annexable Territory, Declarant's prior written approval is required for any amendment to the Governing Documents which would impair or diminish Declarant's right to complete the Community or the Annexable Territory or sell or lease dwellings therein.

15.10.2 **Limit on Actions.** Until the expiration of all applicable statutes of limitations or repose for the filing of a complaint or suit or other legal remedies against Declarant under the Right to Repair Law (including any tolling periods), the following actions, before being undertaken by the Association, must first be approved in writing by Declarant:

(a) Any amendment or action requiring the approval of First Mortgagees;

(b) The annexation to the Community of real property other than the Annexable Territory pursuant to Section 16.2;

(c) The levy of a Capital Improvement Assessment for the construction of new facilities not constructed on the Common Area by Declarant;

(d) Any significant reduction of Association maintenance or other services; or

(e) Any modification or termination of any provision of the Governing Documents benefiting Declarant.

15.11 **MARKETING NAME.** The Community shall be marketed under the general name "*Tramonte at Citrus Heights.*" Declarant may change the marketing name of the Community or designate a different marketing name for any Phase at any time in Declarant's sole discretion. Declarant shall notify the BRE of any change in or addition to the marketing name or names of the Community or any Phase.

ARTICLE XVI ANNEXATION OF ADDITIONAL PROPERTY

Additional real property shall be annexed to the Community and become subject to this Declaration by any of the following methods:

16.1 ADDITIONS BY DECLARANT. Declarant may add the Annexable Territory to the Community and bring such added territory under the general plan of this Declaration without the approval of the Association, the Board, or Owners, so long as Declarant owns any portion of the Annexable Territory. No amendment may be made to this Section 16.1 without the prior written approval of Declarant for so long as Declarant owns any portion of the Community or the Annexable Territory. The Annexable Territory shall be made subject to this Declaration by recording a Supplemental Declaration per Section 16.4 below.

16.2 OTHER ADDITIONS. Additional real property may be annexed to the Community and brought under the general plan of this Declaration upon the approval by vote or written consent of Members (other than Declarant) who are entitled to exercise no less than two-thirds (2/3) of the Association's voting power. Any such property shall be made subject to this Declaration by recording a Supplemental Declaration per Section 16.4 below.

16.3 RIGHTS AND OBLIGATIONS-ADDED TERRITORY. Subject to the provisions of Section 16.4, when a Notice of Addition containing the provisions required by Section 16.4 is Recorded, all provisions in this Declaration will apply to the real property described in such Notice of Addition (the "*Added Territory*") in the same manner as if the real property were originally covered by this Declaration. Thereafter, the rights, powers and responsibilities of the Owners, lessees and occupants of Lots in the Added Territory, as well as in the property originally subject to this Declaration, will be the same as if the Added Territory were originally covered by this Declaration. After the first day of the month following the first Close of Escrow in the Added Territory, the Owners of Lots located in the Added Territory shall share in the payment of Assessments to the Association to meet Common Expenses of the Community. Voting rights attributable to the Lots in the Added Territory may not be exercised until Annual Assessments have commenced on such Lots.

16.4 NOTICE OF ADDITION. The additions authorized under Sections 16.1 and 16.2 must be made by Recording in Official Records a Notice of Addition, which is also a Supplemental Declaration, against the real property to be added to the coverage of this Declaration. The Notice of Addition must (a) reference by instrument number this Declaration and the date of its Recordation, (b) describe with specificity the Added Territory, (c) state that this Declaration shall apply to the Added Territory, and (d) describe the land use designations in the Added Territory. The Notice of Addition for any addition under Section 16.1 must be signed by Declarant. The Notice of Addition for any addition under Section 16.2 must be signed by at least two (2) officers of the Association to certify that the Owner approval required under Section 16.2 was obtained. On Recordation of the Notice of Addition, the Added Territory will be annexed to and constitute a part of the Community and it will become subject to this Declaration. Subject to Section 16.2, the Owners of Lots in the Added Territory will automatically acquire Membership in the Association. No Notice of Addition or Supplemental Declaration may revoke the covenants, conditions, restrictions, reservation of easements, or equitable servitudes in this Declaration as the same pertain to the real property originally covered by this Declaration.

16.5 DE-ANNEXATION AND AMENDMENT. In addition to the rights to amend or terminate a Notice of Addition granted elsewhere in this Declaration or in a Notice of Addition, Declarant may also amend a Notice of Addition for purposes other than those

described in Section 13.2.7 or delete real property from the coverage of this Declaration and the Association's jurisdiction so long as Declarant is the owner of all of such real property and provided that (a) an amending instrument or a Notice of Deletion of Territory, as applicable, is Recorded in the same manner as the applicable Notice of Addition was Recorded, (b) Declarant has not exercised any Association vote with respect to any portion of such real property, (c) Assessments have not yet commenced with respect to any portion of such real property, (d) Close of Escrow has not occurred for the sale of any Lot in such real property, and (e) the Association has not made any expenditures or incurred any obligations with respect to any portion of such real property. No amendment may be made to this Section 16.5 without the prior written approval of Declarant, for so long as Declarant owns any portion of the Community or the Annexable Territory. No amendment may be made to this Section 16.5 without the prior written approval of Declarant and the Planning Director of the County. This Section shall be subject to the provisions of Section 17.1 (County Required Provision) below.

ARTICLE XVII RIVERSIDE COUNTY REQUIREMENTS

17.1 COUNTY REQUIRED PROVISION. The following provision is included in accordance with the County's requirements for the Community. The "home owners' association" and the "common area" referred to in the provisions below are defined in this Declaration as the Association and the Common Area, respectively:

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

The home owners' association (HOA) established herein shall manage and continuously maintain the 'common area', more particularly described on Exhibit F, attached hereto, and shall not sell or transfer 'common area' or any part thereof, absent the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.

The home owners' association (HOA) shall have the right to assess the owners of each individual lot or unit for the reasonable cost of maintaining such 'common area,' and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

This Declaration shall not be terminated, 'substantially' amended, or property de-annexed therefrom absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered 'substantial' if it affects the extent, usage, or maintenance of the 'common area' established pursuant to the Declaration.

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

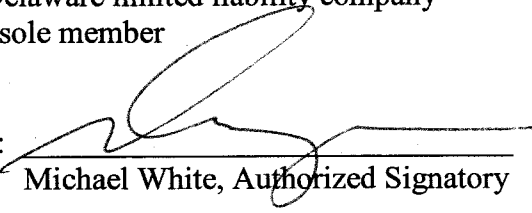
[SIGNATURES ON FOLLOWING PAGE]

**[SIGNATURE PAGE TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS]**

This Declaration is dated for identification purposes May 9, 2018.

CITY VENTURES HOMEBUILDING, LLC,
a Delaware limited liability company

By: City Ventures Communities, LLC,
a Delaware limited liability company
Its sole member

By: 
Michael White, Authorized Signatory

Declarant

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

STATE OF CALIFORNIA
COUNTY OF Orange

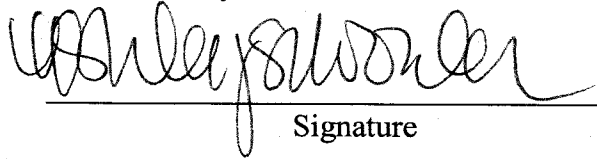
On May 9, 2018, before me, Ashley Schroeder, Notary Public
(here insert name and title of the officer)

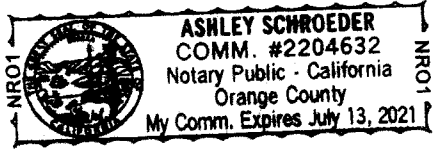
personally appeared Michael White

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



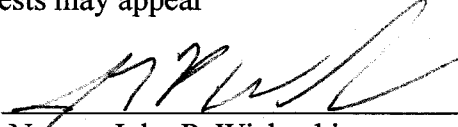
(Seal)

SUBORDINATION

The undersigned, as Beneficiary of the beneficial interest in and under that certain Deed of Trust dated January 10, 2017, and recorded on January 11, 2017, as Instrument No. 2017-0012305, as modified by that certain First Amendment to the Deed of Trust dated July 24, 2017 and recorded on July 26, 2017, as Instrument No. 2017- 0304071, both in the Official Records of Riverside County, California (collectively, the **"Deed of Trust"**), which Deed of Trust is by and between City Ventures Homebuilding, LLC, a Delaware limited liability company, as Trustor, and American Securities Company, as Trustee, and Wells Fargo Bank, a National Association, as Administrative Agent, for itself and other lenders, together with their participants, successors and/or assigns as their interests may appear, as Beneficiary, expressly subordinates said Deed of Trust and its beneficial interest thereunder to the foregoing Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Tramonte, as amended or restated (**"Declaration"**), to any Notice of Addition of Territory recorded pursuant to the provisions of Article 16 of the Declaration, as amended or restated (**"Notice"**), any Supplemental Declaration, as amended or restated, and to all easements to be conveyed to the Association in accordance with the Declaration, any Notice and any Supplemental Declaration. By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the Community by foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure or any other remedy in or relating to the Deed of Trust, the undersigned will acquire title subject to the provisions of the Declaration, any applicable Notice and any applicable Supplemental Declaration, which shall remain in full force and effect.

Dated: May 9, 2018

WELLS FARGO BANK,
a National Association, as Administrative Agent, for
itself and other lenders, together with their
participants, successors and/or assigns as their
interests may appear

By: 

Print Name: John P. Wickenhiser
Title: Senior Vice President

[NOTARIAL ACKNOWLEDGMENT ON FOLLOWING PAGE]

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 San Diego

On May 9 2018, before me, K. Balderas, Notary Public
(here insert name and title of the officer)

personally appeared John P. Wickenhiser

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:

K. Balderas
Signature

(Seal)

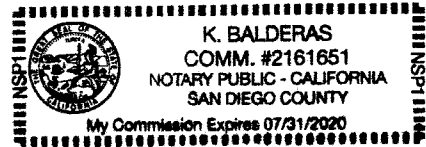


EXHIBIT A

LEGAL DESCRIPTION OF ANNEXABLE TERRITORY

All that certain real property located in the unincorporated territory of the County of Riverside, State of California, more particularly described as follows:

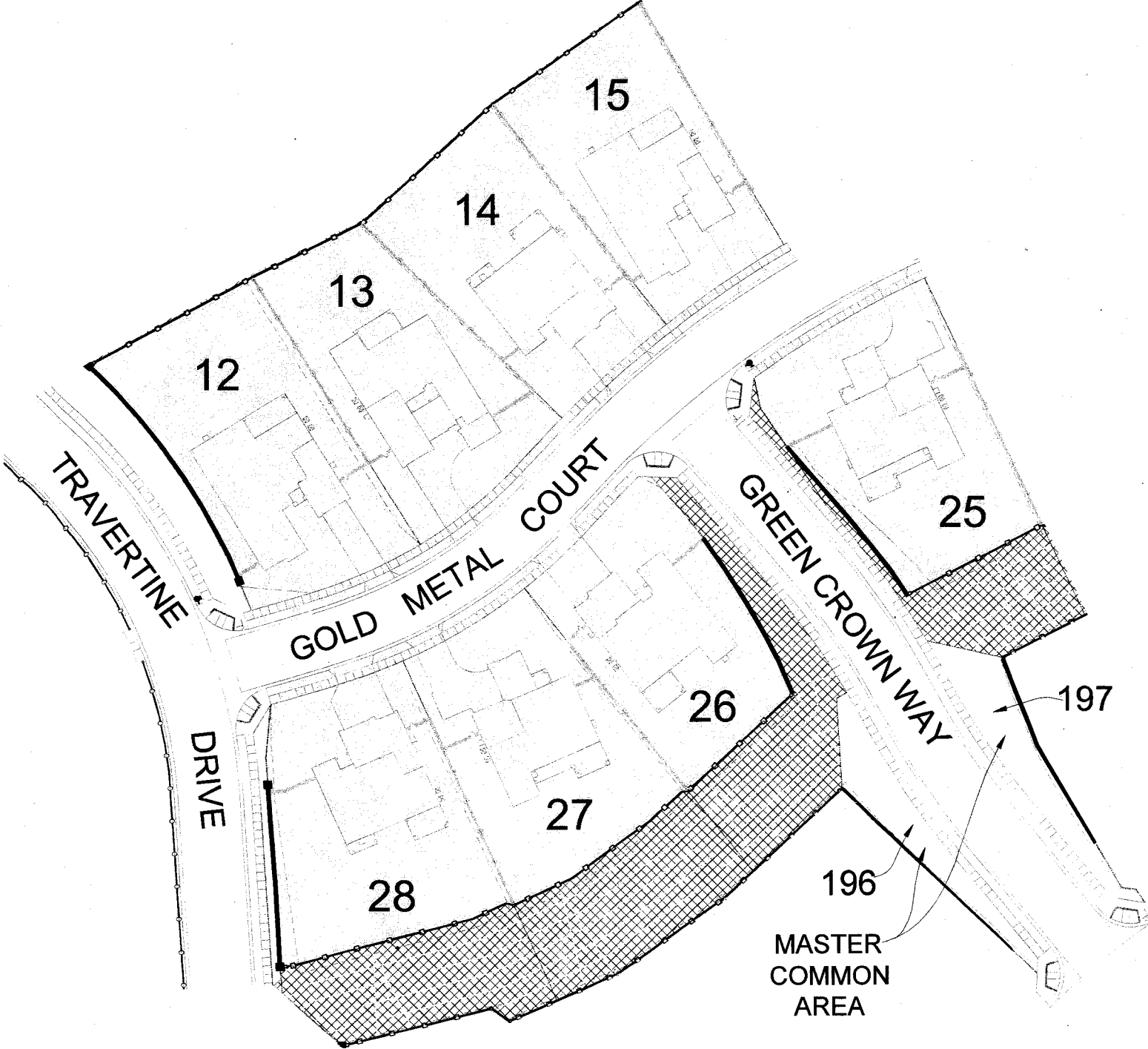
Tract No. 36475, as shown on a Subdivision Map filed on _____, 201__, in Book ____, at Pages __ to __, inclusive, of Maps, in the Office of the Riverside County Recorder, excluding Phase 1 therefrom.



EXHIBIT B

**APPROXIMATE LOCATIONS OF
ASSOCIATION MAINTENANCE AREAS IN PHASE 1**

EXHIBIT "B"

APPROXIMATE LOCATIONS OF MAINTENANCE AREAS TRAMONTE PHASE 1



LEGEND	
	PRIVATE RESIDENTIAL PAD/ SLOPE AREA - PRIVATE MAINTENANCE BY HOMEOWNER
	H.O.A. MAINTENANCE EASEMENTS

NOTE:
THIS DEPICTION IS FOR ILLUSTRATION PURPOSES ONLY AND
ACTUAL AS-BUILT CONDITION WILL CONTROL.

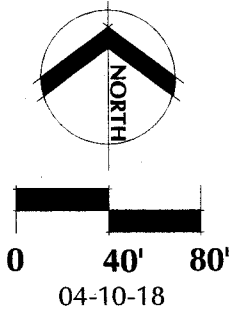
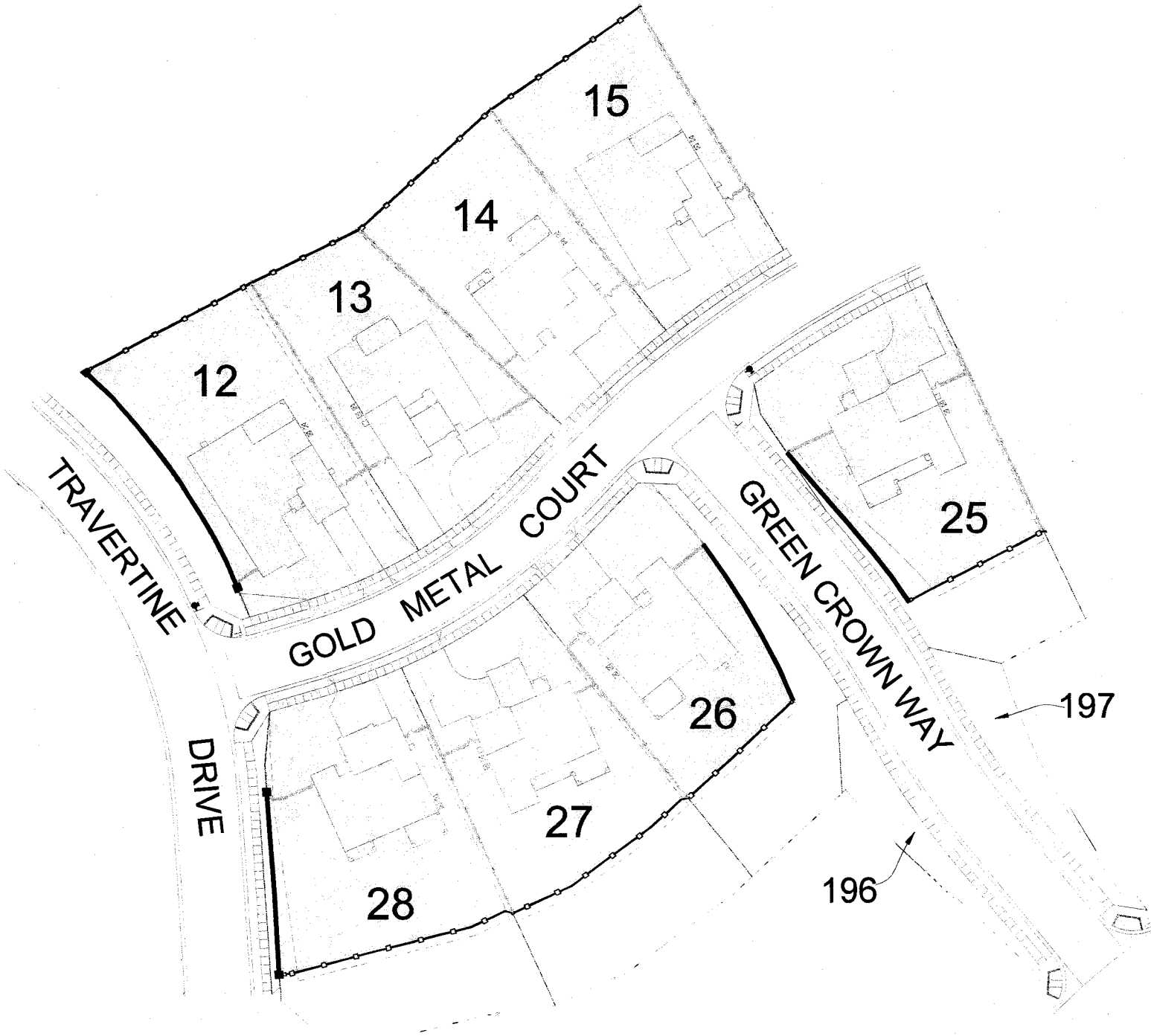


EXHIBIT C

**APPROXIMATE LOCATIONS OF
COMMUNITY WALLS IN PHASE 1**

EXHIBIT "C"

APPROXIMATE LOCATIONS OF COMMUNITY WALLS TRAMONTE PHASE 1



WALL AND FENCE LEGEND

- 6' HIGH MASONRY WALL -
HOA MAINTENANCE OF OUTSIDE SURFACE ONLY

- 24" SQ. PILASTER -
HOA MAINTENANCE OF OUTSIDE SURFACE ONLY

- 6' HIGH TUBE STEEL VIEW FENCE -
HOA MAINTAINED

NOTE:
THIS DEPICTION IS FOR ILLUSTRATION PURPOSES ONLY AND
ACTUAL AS-BUILT CONDITION WILL CONTROL.

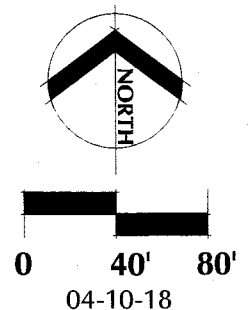


EXHIBIT D

**APPROXIMATE LOCATIONS OF FUEL MODIFICATION ZONES
IN THE COMMUNITY**

EXHIBIT E

SAMPLE FORM OF LIMITED WARRANTY

LIMITED WARRANTY AGREEMENT

[NOTE: THIS LIMITED WARRANTY PROVIDES THAT ANY AND ALL CLAIMS AND DISPUTES BETWEEN YOU AND US WHICH YOU AND WE ARE UNABLE TO RESOLVE BY MUTUAL AGREEMENT, SHALL BE RESOLVED SOLELY AND EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE TERMS AND PROCESS DESCRIBED WITHIN THIS LIMITED WARRANTY. BY THIS AGREEMENT, BOTH YOU AND WE ARE WAIVING THE RIGHT TO HAVE A JURY TRIAL AND LITIGATE DISPUTES IN COURT.]

This Limited Warranty Agreement (the "Limited Warranty") is entered into by and between CITY VENTURES HOMEBUILDING, LLC, a Delaware limited liability company ("Builder"), and [Homeowner Name(s)] ("Homeowner") as of the date set forth below on the terms and conditions herein.

RECITALS

- A. On or about _____ [date of purchase agreement], Builder and Homeowner entered into that certain Joint Contract of Purchase and Sale and Escrow Instructions (the "Purchase Agreement") for the sale and purchase of a residence (the "Home") located at _____ [full address of home] for an amount set forth in the Purchase Agreement, including all Addenda thereto (the "Purchase Price"), and the terms of which Purchase Agreement are hereby incorporated by reference as though fully set forth herein;
- B. Pursuant to the terms of the Purchase Agreement, Builder was to complete the construction of the Home, and Homeowner was to occupy the Home subject to certain mutual post-construction obligations; and
- C. The parties to this Limited Warranty now wish to identify specifically the terms and conditions for their mutual performance of those post-construction obligations, including but not limited to warranty provisions applicable to the Home.

In consideration of the mutual agreements and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Builder and Homeowner hereto agree as follows:

LIMITED WARRANTY COVERAGE

1. **Definitions.**
 - a. **Builder.** "Builder, "we", "us" or "our" means the individual, partnership, corporation or other entity which participates in this Customer Care Program, and provides this Limited Warranty.
 - b. **Common Elements.** "Common Elements" means the property as specified in the recorded Covenants, Conditions and Restrictions as Corporation Property or Association Property and any other property as to which the Homeowners Association has standing under the law to make a claim. This may include, but is not limited to, streets, slopes, the structure, components, or other parts of the Home, corridors, lobbies, vertical transportation elements, rooms, balconies, clubhouses or other spaces that are for the common use of the residents of the development in which the Home is located. Systems serving two or more Homes, and the outbuildings that contain parts of such Systems are also included in this definition.
 - c. **Consumer Products-**all appliances, equipment, and other items that are consumer products for the purposes of the Magnuson-Moss Warranty Act (15 U.S.C., Sections 2301-2312) and that are located in the Home at the commencement of the Limited Warranty period. Examples of Consumer Products include, but are not limited to a refrigerator, freezer, trash compactor, range, oven, kitchen center, dishwasher, oven hood, microwave oven, clothes washer and dryer, air-conditioning system, boiler, heat pump, space heater, furnace, central vacuum system, smoke detector, fire alarm, humidifier, ice maker, garage-door opener, chimes, water pump, intercom, burglar alarm, whirlpool bath, garbage disposal, water heater, electronic air cleaner, exhaust fan, ventilation fan, thermostat, fire extinguisher, electric meter, gas or electric barbecue grill, water softener, and sump pump.
 - d. **Customer Goodwill Warranty Period-** means the one (1) year period following either: 1.the transfer of title on the Home from Builder to Homeowner (the "close

- of escrow"); or 2. Homeowner's date of occupancy of the Home; whichever occurs first.
- e. **Defect in Materials or Workmanship**-failure of a building component or system to substantially (i) conform to the plans, specifications and change orders for the Home, or (ii) to be built in conformance with the applicable Performance Standards for such component.
 - f. **Emergency Service.** Customer care emergencies are problems that require immediate attention to protect Homeowner and Homeowner's family from harm or to avoid damage to the Home, or adjacent properties during the Warranty Period. These problems include:
 - i. A total stoppage of the plumbing drain system during the first 30 days after you move in: if your plumbing drain system ceases to work, or if none of your sinks, tubs or toilets will function properly. Frozen pipes or stoppage of one toilet or drain when other bathrooms are functional is not an emergency.
 - ii. A water leak that requires the water supply to the home to be shut off to avoid serious water damage. A leak which can be isolated by the shutoffs under a cabinet or plumbing fixture is not an emergency.
 - iii. A total electrical failure in which there is no electric service in your home. Please observe neighboring homes to decide if the failure is in your Home or throughout the neighborhood. Electrical failures in the neighborhood should be reported to the electric utility..
 - iv. A partial electrical failure which affects the operation of your refrigerator, stove, oven or heating system when the temperature inside the home falls below 54 degrees.
 - g. **Fit and Finish**-means that only those building components within the listed categories (i.e., cabinets, mirrors, flooring, interior and exterior walls, countertops, paint finishes, and trim) should fit into the spaces into which they are installed, and that such components shall have freedom of movement for the movable parts of such components, and that the finish surfaces of such components shall be free from scratches, tears, missing parts and manufactured imperfections (which are not consistent with the finish quality of natural materials such as wood and stone) at the earlier to occur of (a) the transfer of title on the Home from Builder to Homeowner or (b) Homeowner's date of occupancy of the Home. Damage to such components occurring after completion of the Home and not related to a defect in the component material is not a violation of the "Fit and Finish" warranty and is not covered.
 - h. **Fit and Finish Warranty Period**- means the one (1) year period following either: 1.the transfer of title on the Home from Builder to Homeowner (the "close of escrow"); or 2. Homeowner's date of occupancy of the Home; whichever occurs first.
 - i. **Free from Defects in Material & Workmanship**-means that at close of escrow, the construction of the Home is substantially in conformance with the plans, specifications and change orders for the Home; and that the construction practices used by Builder meet those performance standards generally in acceptance among the residential building community in the geographical area in which the Home is built.
 - j. **Home.** "Home" means a single family residence either attached or detached covered by this Limited Warranty and the land on which it sits, or a condominium unit in a multi-unit residential structure/building covered by this Limited Warranty, and the land on which it sits, except to the extent such unit, structure/building or land is part of the Common Elements.
 - k. **Homeowner.** The words "Homeowner", "You" and "Your" refer to the Homeowner, including any subsequent owners, and, where applicable, a Homeowner's Association.
 - l. **Homeowner's Association.** The term "Homeowner's Association" means a nonprofit corporation, unincorporated association, or other entity of any kind that owns, manages, maintains, repairs, administers, or is otherwise responsible for and has standing to make a claim as to any part of the Common Elements.
 - m. **Performance Failure.** The term "Performance Failure" means a condition commonly referred to as a "construction defect" arising from a flaw in materials or workmanship used by Builder in constructing the Home or Common Elements in accordance with this Limited Warranty, or the presence of a condition which renders the construction unfit for its intended purpose that:
 - i. Fails to meet Builder's Performance Standards contained in the Homeowner Resource Guide provided to Homeowner by Builder at point of sale of the Home (or, in the case of Common Elements, Builder's

- Performance Standards in effect at the time of recordation of the CC&Rs for the Common Elements);
- ii. materially affects the structural integrity of the Home or the Common Elements;
 - iii. jeopardizes the life or safety of the occupants or intended users of the structure;
 - iv. violates a building code, regulation or requirement which results in a failure of Builder's Performance Standards;
 - v. results in the inability of the Home or the Common Elements to provide the functions which can reasonably be expected in a residential building;
 - vi. has an obvious and material negative effect on the appearance of the Home or the Common Elements; or
 - vii. (1) fails to meet the construction standards set forth in California Civil Code Section 896; or (2) if a "Fit and Finish Component", fails to meet the standard of quality as measured by acceptable trade practices or applicable industry standards. Homeowner hereby acknowledges receipt of a copy of California Civil Code Section 896. In the absence of a condition which meets the definition of a "Performance Failure" under subsections (i) through (vi) above, Builder may consider whether the condition would constitute a defect under the Residential Construction Performance Guidelines published by the National Association of Home Builders. However, a "Performance Failure" does not include conditions that are caused by a condition or circumstance that is excluded from coverage under this Limited Warranty or under California Civil Code Sections 896, 897 and 941.
- n. **Performance Failure Warranty Period**- means the ten (10) year period following either: 1.the original transfer of title on the Home from Builder to Homeowner (the "close of escrow"); or 2. Homeowner's date of occupancy of the Home; whichever occurs first. In the case of Common Elements, within a residential structure, the Performance Failure Warranty Period means the ten (10) year period following the transfer of title to the first residential unit with that structure, or in the case of non-residential Common Elements, the date on which title or control over the Common Elements was transferred to the Homeowners Association.
 - o. **Performance Standards** - tolerances of workmanship and materials within which the Home should perform during the Performance Failure Warranty Period as defined within Builder's Homeowner's Resource Guide. If the Home is free from defects in material and workmanship, and does not meet the definition of a Performance Failure as defined by this Limited Warranty, it means it meets Builder's Performance Standards, and there is no failure of those Standards and Builder has no obligation to perform repairs.
2. **Scope of the Limited Warranty.** This Limited Warranty consists of two parts: the first year "Customer Warranty", and the "Performance Failure Warranty", as those terms are defined herein. Both warranties shall be collectively referred to as the "Limited Warranty". The terms and conditions of those respective parts of the Limited Warranty are as follows:
- a. **First Year "Customer Warranty"**. The components of the Customer Warranty are as follows:
 - i. Builder warrants to Homeowner, that all construction related to the Home (other than the Consumer Products installed) will be free from defects in materials and workmanship for a period of one (1) year (the "Customer Goodwill Warranty Period") from the date which the Home closes escrow or Homeowner first occupies the Home, whichever occurs first, and that Builder will cause to be repaired those components of the Home (excluding all Consumer Products) noted below. This Customer Warranty is personal to Homeowner, does not run with the Home, and may not be assigned, transferred or conveyed.
 - ii. **Fit & Finish Warranty.** Builder also warrants that the fit and finish of the following Home components will comply with generally accepted industry standards in effect on the date of this Limited Warranty for a period of one (1) year from the date which the Home closes escrow or Homeowner first occupies the Home, whichever occurs first (the "Fit and Finish Warranty Period"): Cabinets, Mirrors, Flooring, Interior and Exterior Walls, Countertops, Paint, Finishes and Trim.
 - iii.
 - 1. **Warranted if Reported with First 30 Days.** Builder warrants that during the first thirty (30) days after occupancy of the Home by Homeowner, Builder will, after inspection of the Home, adjust or correct the defects or omissions below:

- a. Surface mars, marks, spots, smudges, tears and other damage to floor tiles and other floor coverings including tile, carpet, hardwood and resilient flooring, painted surfaces, doors and/or cabinets;
 - b. Surface damage to stucco, concrete or asphalt surfaces;
 - c. Surface scratches, chips, defects and breakage of appliances, plumbing fixtures, porcelain, acrylic, fiberglass or tile in the kitchen, laundry or bathroom sinks, bathtubs, counter tops and Pullman tops;
 - d. Missing items or breakage or other damage to light fixtures (including bulbs), window glass and mirrors; and
 - e. Torn or missing window screens.
 - f. Surface deficiencies in finished woodwork such as readily apparent splits, cracks, hammer marks and exposed nail heads.
 - g. Cracks or gaps between floorboards of finished wood flooring where they exceed 1/8 inch (1/8") or greater in width.
 - h. Air conditioner condenser is out of level;
 - i. Stoppage or backup in any toilet or other plumbing.
2. **Emergency Service.** For emergency service during regular service hours, please call Builder's main service number: (949) 251-8039. For emergency service during non-business hours, please call Builder's emergency service number (866) 599-6730. Emergencies are problems that require immediate attention to protect you and your family from harm or to avoid damage to your Home, personal possessions, lot or adjacent properties during the first year after you close escrow on your home.
3. **Scheduled Operational Visits.** As a service to Homeowner, as a valued customer of Builder, and to provide Homeowner with additional professional customer service, Builder's Customer Care Department will automatically contact Homeowner within approximately thirty (30) days after Homeowner's move in date to schedule an appointment to take care of any customer care questions or concerns Homeowner may have. The purpose of these visits is to aid Homeowners with the operation of their Homes, and is not intended to be a second "walk-through" nor a service call. However, at that time, if Homeowner has a service request, Homeowner may submit it using the Customer Care Procedures outlined below. Builder suggests that during the first year of home ownership (i.e., the Customer Goodwill Warranty Period) that Homeowner maintain a list of items found in the Home which Homeowner believes should be repaired. Homeowner may wish to batch these items together when submitting requests for customer service in order to minimize inconvenience in scheduling customer care appointments
- a. **30 Day Appointment**-Builder's Customer Care Department will contact Homeowner within approximately thirty (30) days after Homeowner's move in date to schedule an appointment to discuss customer care questions which Homeowner may have and address questions which Homeowner may have with the operation of their Home. In order for our service program to operate at maximum efficiency, as well as for your own convenience, you will be contacted within thirty days of your closing to schedule a customer service appointment to review any items in your home that you feel should be repaired. This 30 day period allows you sufficient time to become settled into your new home and thoroughly examine all components.
 - b. **Eleven Month Appointment**-Near the end of your Customer Goodwill Warranty Period (usually in the eleventh month after you have moved in), Builder will endeavor to contact you to schedule a Customer Care Operational appointment. Builder's first year Customer Warranty ends at the end of the first year of home ownership. Any service requests received after the first year will only be performed if the condition arises to the level of a "Performance

Failure" in accordance with the terms, conditions and limitations of this Limited Warranty.

3. **"As Needed" Customer Care Service.** During the first year Customer Warranty Period, Builder will repair or replace or pay for the repair or replacement (at Builder's sole option) of any building component or system installed by Builder which does not comply with Builder's Standards of Performance upon receipt of a Service Request submitted electronically via Builder's website or written Service Request form faxed to Builder's office using the procedures set forth in the Customer Care Procedures section of the Homeowner's Resource Guide. Builder will acknowledge receipt of all proper written claims for warranty service within twenty-four (24) hours of submission through Builder's website. Builder will endeavor to complete all claims for warranty service within ten (10) business days of receipt thereof. The following items are covered under the first year Customer Warranty:
- a. Builder will repair cracks in exterior concrete or slabs that exceed one-quarter inch (1/4") in width will be repaired one (1) time during the first year Customer Warranty Period.
 - b. Builder will repair cracks in basement floor and/or slab-on-grade floor that exceed one-quarter inch (1/4") in width will be caulked one time during the first year Customer Warranty Period.
 - c. Builder will repair excessive settling or heaving of exterior concrete over one inch (1") in vertical dimension.
 - d. Builder will repair open joints in exterior trim in excess of three-eighths inch (3/8") in width caused by expansion and contraction of will be re-caulked one (1) time during the first year Customer Warranty Period.
 - e. When exterior paint or stain has peeled or blistered during the Limited Warranty period, Builder will prepare and refinish the affected area and match the color as closely as possible using the original exterior paint specification. Where the peeled or blistered portion affects more than 50% of the affected wall area, Builder will refinish the entire affected wall, from break line to break line, but not the entire home, one (1) time during the Customer Warranty Period. Repairs to exterior paint, stain and varnish are the Homeowner's responsibility after the first year anniversary of the Warranty Commencement Date.
 - f. Builder will repair cracks in the exterior stucco wall surfaces where they are in excess of one eighth of an inch (1/8") in width.
 - g. Builder will repair cracks in the exterior masonry that exceed one quarter of an inch (1/4") in width.
 - h. Builder will repair warped exterior doors which exceed one-fourth inch (1/4") out of plane will be repaired or replaced.
 - i. If the garage doors do not operate properly, Builder will repair the condition or make adjustments or replacements as required one (1) time during the first year Customer Warranty Period.
 - j. Builder will repair paint or stain on interior doors disfigured by the contraction or expansion of door panels will be touched up one time during the first year Customer Warranty Period.
 - k. Builder will repair any nail pop, cracked corner bead, blisters or other blemishes on a finished wall or ceiling that are clearly visible from a distance of 6 feet under normal lighting conditions one (1) time during the Customer Warranty Period (and Builder suggests that all such repairs should be batched together so they can be addressed during the eleventh month operational appointment). Surfaces covered by wallpaper will not be repaired. After making such repair, Builder will use touch up paint for repaired areas using only the original interior paint specification. An entire room will not be repainted.
 - l. Builder will re-attach loose tiles which have not been cracked or come loose due to neglect.
 - m. Builder will repair all countertops which separate from the adjacent wall in a gap exceeding one-quarter inch (1/4") one (1) time during the first year Customer Warranty Period. Caulking is an acceptable industry repair.

- n. Builder will re-caulk open joints in moldings or between moldings and adjacent surfaces that exceed an average of one-eighth inch (1/8") in width one (1) time during the first year Customer Warranty Period.
 - o. Builder will repair or replace doors or drawer fronts if warpage or gaps in cabinetry exceed 1/4 inch as measured from the face frame to the point of furthest warpage, with the door or drawer front in closed position, and will repair gaps that are greater than 1/4" inch, where the cabinet meets a ceiling or wall one (1) time during the first year Customer Warranty Period. Repairs will be done with caulk, putty or scribe molding.
 - p. Builder will repair leakage in any drain, waste, vent, or water pipe.
 - q. Builder will repair or replace smoke detectors that do not operate properly when tested during the first year Customer Warranty Period.
 - r. Failure of the fireplace or chimney to draw properly will be inspected one (1) time during the first year Customer Warranty Period.
 - s. Builder will repair cracks that are 1/4 inch or greater in width decorative face materials or mortar joints on fireplace face one (1) time during the first year Customer Warranty Period.
- b. Performance Failure Warranty.** For a period of ten (10) years following completion of construction of the Home (the "Performance Failure Warranty Period"), Builder warrants to Homeowner and any subsequent owner of the Home that the Home and the Common Elements will be free from "Performance Failures" as that term is defined in this Warranty. This Limited Warranty for Performance Failures will transfer to new owners of the Home for the remainder of the Performance Failure Warranty Period. Homeowner agrees to provide this Limited Warranty to any subsequent purchaser of the Home as a part of the contract of sale of the Home. Builder's duties under this Limited Warranty to the new Homeowner will not exceed the limit of liability then remaining, if any.
3. **Builder's Obligations.** Within the first year Customer Warranty Period, as defined herein, Builder will repair or replace, or pay the reasonable cost of repairing or replacing any item in the Home which falls within Builder's Customer Warranty Program, or does not meet the Fit & Finish standards. After expiration of the first year Customer Warranty Period (i.e., one (1) year after the close of escrow), Builder's sole repair or replacement obligation is for only those conditions constituting a Failure in Performance Standards. Builder's total liability under this Limited Warranty is limited to Homeowner's total Purchase Price for the Home. The choice among repair, replacement or payment for any item covered by this Limited Warranty is solely Builder's choice. Any steps taken by Builder to repair or correct items covered by this Limited Warranty shall not extend the Warranty Period or the applicable statutes of limitation or repose. All repairs by Builder subject to this Limited Warranty shall be at no charge to Homeowner. When Builder repairs or replaces any item covered by this Limited Warranty, the repair or replacement will include the repair or replacement of only those surfaces, finishes and coverings that were damaged by the building component covered by this Limited Warranty. Surfaces, finishes and coverings that require repair or replacement in order for Builder to repair or replace such component will be repaired or replaced by Builder. The extent of the repair and replacement of these surfaces, finishes or coverings will be to approximately the same condition they were in at the time the claim for Warranty Service was made, but not to a "like new" condition. When repairing or replacing surfaces, finishes and coverings, the repair or replacement will attempt to achieve as close a match within the surrounding areas as is reasonably possible, but will not be an exact match and is not guaranteed. The following are additional limitations on Builder's limited warranty obligations. Notwithstanding any other provision of this Limited Warranty, Builder reserves the right (in its sole discretion) to make determinations as to (a) the need for; extent, location, or type of materials used; and the amount of repair, replacement or service provided; and (b) whether items covered by the Limited Warranty will be repaired or replaced. In addition, any of the foregoing conditions that are caused or contributed to by Homeowner or Homeowner's family, guests, tenants, invitees or contractors, and conditions arising or discovered after the Warranty Period are not covered by the Limited Warranty. This Limited Warranty is separate and independent from the Purchase Agreement for the construction and/or sale of the Home. The provisions of this Limited Warranty shall in no way be restricted or expanded by anything contained in the Purchase Agreement or other documents between Homeowner and Builder. Because

of the express written warranties given by Builder, Homeowner understands and agrees that no implied warranties whatsoever apply to the structure of the Home or to items which are functionally part of the Home or any Common Elements. Builder disclaims, and Homeowner expressly waives, any implied warranties, including but not limited to the implied warranty of habitability, the implied warranty of workmanlike construction, the implied warranty of merchantability, and/or the implied warranty of fitness for a particular purpose. These limitations shall be enforceable to the extent permitted by law.

4. **Homeowner's Obligations.**

- a. **Maintenance.** All homes and Common Elements require periodic maintenance to prevent premature deterioration, water intrusion, and to ensure adequate performance. Maintenance of the Home and its Common Elements are the Homeowner's responsibility. Homeowner hereby acknowledges receipt of Builder's Homeowner's Resource Guide, containing the following types of information: Builder's Performance Standards, Homeowner's Maintenance Guidelines, Customer Care Procedures, Troubleshooting Tips and general construction and weather information, and agrees to be bound by the provisions thereof. Homeowner acknowledges and agrees that he/she shall provide normal maintenance and proper care of the Home according to this Limited Warranty, the warranties of the manufacturers of Consumer Products, Builder's Maintenance Guidelines, and generally accepted maintenance standards of the state in which the Home is located, and that Builder is not responsible for the Home or Common Element maintenance issues, or for damages which may result from Homeowner's failure to perform such maintenance. You should discuss with your insurance broker the availability of homeowner's insurance to protect against other risks.
- b. **Notice.** Written notice of a claim for warranty service for an item covered by the Customer Goodwill, or Fit & Finish Warranties must be received by Builder within the one year Customer Goodwill and Fit and Finish Warranty Periods. Homeowner shall notify Builder in writing as soon as reasonably possible after becoming aware of a potential claim for Performance Failures under this Limited Warranty, but in no event may Homeowner's written notice of a claim for Performance Failure be received by Builder more than thirty (30) days after expiration of the Performance Failure Warranty Period. No action in law or equity may be brought by Homeowner to remedy or repair any item for which coverage is claimed under this Limited Warranty about which Builder has not received timely notice according to the procedures set forth herein.
- c. **Conditions to Homeowner's Coverage.** Homeowner agrees to comply with the conditions for warranty coverage set forth herein.

5. **Exclusions from Coverage.**

- a. **Consumer Products-**The Magnuson-Moss Warranty Act requires all Consumer Products to be warranted by their manufacturers. Builder's obligation under this Limited Warranty is limited to the workmanlike installation of such Consumer Products. Builder hereby assigns to Homeowner all rights under manufacturers' warranties covering Consumer Products. Defects in items covered by manufacturers' warranties are hereby excluded from coverage of this Limited Warranty.
- b. **Excluded Causes/Damages-** This Limited Warranty does not cover any claim for Warranty Service or other damages arising or resulting, either directly or indirectly, from the following causes or occurring in the following situations and such causes and situations are specifically excluded from this Limited Warranty:
 - i. Changes of the grading of the ground by anyone other than Builder or its agents, or subcontractors which results in surface drainage towards the Home or other improper drainage or permits water to pond or become trapped in localized areas against the foundation or otherwise;
 - ii. Changes, additions, or alterations in the Home by anyone after the commencement of the Warranty Period, except those made or authorized by Builder;
 - iii. Any defect in material or workmanship supplied by anyone other than Builder or its trade contractors;
 - iv. Improper maintenance, negligence, neglect or improper use of the Home by Homeowner or anyone other than Builder or its trade contractors that causes or worsens any damage or results in excessive moisture, condensation, mildew, mold, rust, rot, dry rot or any other damage.
 - v. Dampness or moisture due to Homeowner's failure to maintain adequate ventilation;

- vi. Damage resulting from the weight and/or performance of any type of waterbed or other furnishings which exceed the load-bearing design of the Home;
 - vii. Normal wear and tear or normal deterioration of materials;
 - viii. Economic damage due to the Home's failure to meet consumer expectations;
 - ix. Any damage to personal Home that does not result from a failure in Performance Standards;
 - x. Any damage to Consumer Products;
 - xi. Any failure in Performance Standards as to which Homeowner has not taken timely and reasonable steps to protect and minimize damage after Builder has provided authorization to prevent further damage;
 - xii. Any damage to the extent it is incurred after or as a result of Homeowner's failure to notify Builder in a reasonably timely manner after Homeowner has become aware or should have become aware of the failure in Performance Standards or condition causing such damage;
 - xiii. Any non-conformity with local building codes, regulations or requirements that has not resulted in a failure in Performance Standards. While Builder acknowledges its responsibility to build in accordance with applicable building codes, this Limited Warranty does not cover building code violations in the absence of a failure in Performance Standards;
 - xiv. Any claim that a Component of the Home or real property under or surrounding the Home contains or is releasing any pollutant or contaminant, including, but not limited to toxic or hazardous chemicals, and waste materials.
 - xv. Damages arising out of the loss of, loss of use, damage to, corruption of, inability to access or inability to manipulate electronic data.
 - xvi. Damages arising out of or relating in any way to asbestos.
 - xvii. Damage to or impacts on your home from animals and wildlife including, but not limited to, insects, termites, snakes, coyotes, birds and rodents.
 - xviii. Any deviation from plans and specifications that has not resulted in a failure in Performance Standards;
 - xix. Fire;
 - xx. Lightning;
 - xxi. Explosion;
 - xxii. Riot and Civil Commotion;
 - xxiii. Smoke;
 - xxiv. Hail;
 - xxv. Frost, freezing or ice;
 - xxvi. Aircraft;
 - xxvii. Falling Objects;
 - xxviii. Vehicles;
 - xxix. Floods;
 - xxx. Earthquake;
 - xxxi. Landslide or mudslide ;
 - xxxii. Mine subsidence or sinkholes;
 - xxxiii. Changes in the underground water table;
 - xxxiv. Volcanic eruption; explosion or effusion;
 - xxxv. Wind including:
 - Gale force winds;
 - Hurricanes;
 - Tropical storms; or
 - Tornadoes;
 - xxxvi. Any costs arising or resulting from the effects of electromagnetic fields (EMF's) or radiation or radon.
- c. **Conditions.** Homeowner's or Homeowner Association's failure to fulfill the conditions below (or any of them) shall act to exclude the item under this Limited Warranty and shall result in a claim for warranty service or performance failures being denied.
- i. **Notifications.** Homeowner shall notify Builder in writing using one of the permissible forms of notice listed herein as soon as it is reasonably possible after Homeowner has become aware or should have become aware of that a component in the Home fails to meet Performance Standards, but in no event may Homeowner's written request for warranty performance be postmarked or received by Builder later than thirty (30) days after this Limited Warranty has expired. If the written notice is postmarked or received by Builder more than thirty (30) days after the expiration of this

Limited Warranty, Builder shall have no obligation to remedy the failure to meet Performance Standards. In order to establish a record of timely notification, Builder recommends that Homeowner maintain a copy of all warranty service requests submitted.

ii. Cooperate With Builder. Homeowner must give Builder and any third parties acting on its behalf reasonable help in inspecting, investigating, testing (including destructive testing), monitoring, repairing, replacing or otherwise correcting a reported failure to meet Performance Standards. Help includes, but is not limited to, granting reasonable access to the Home for the forgoing purposes. If Homeowner fails to cooperate or provide such reasonable access to the Home, Builder will have no obligation to do any of the foregoing.

iii. Do Not Make Voluntary Payments. Homeowner agrees not to make any voluntary payments or assume any obligations or incur any expenses for the remedy of a condition Homeowner believes is a failure to meet Performance Standards without prior written approval from Builder, or other parties authorized to act on Builder's behalf. Builder will not reimburse Homeowner for costs incurred where Homeowner did not obtain prior written approval to make such expenditures. However, Homeowner may incur reasonable expenses in making repairs if an Emergency Condition listed above exists without prior written approval, provided that the Homeowner tried first to reach the designated Emergency trade contractor, and after reasonable effort, was unable to do so and the repairs are solely for the protection of the Home from further damage or to prevent an unsafe living condition. Under such circumstance, Homeowner must notify Builder as soon as is reasonably possible and in no event, more than twenty-four (24) hours after the emergency condition arises or Homeowner learns of it (or reasonably should have learned of it) or such costs will not be reimbursed by Builder. To obtain reimbursement for repairs made during an Emergency Condition, Homeowner must provide Builder with an accurate written record of the repair costs, including purchase orders and copies of cancelled checks and/or credit card receipts.

d. Limitation of Builder's Obligations. Builder's obligations under this Limited Warranty are limited to the following items:

- i.** Builder's cost to correct a failure to meet a Performance Standard including the correction of those surfaces, finishes and coverings damaged by the failure to meet a Performance Standard;
- ii.** Builder's cost of repair or replacement of furniture, carpet or personal Home damaged by the failure to meet a Performance Standard. Should replacement be necessary, Builder's obligation is limited to replacement with items providing the same function and quality and that are readily available at the time the item is being replaced.
- iii.** Builder's costs of removal or replacement of other building components in order to repair or replace a failure to meet a Performance Standard;
- iv.** The reasonable cost of the Homeowner's alternative shelter where the Home is uninhabitable due to a failure to meet a Performance Standard or where the Home is rendered uninhabitable by the repair of the failure to meet a Performance Standard.

e. Limitation of Remedies. This Limited Warranty does not cover the following items:

- i. Consequential or Incidental Damages.** Diminished fair market value is considered Consequential or Incidental Damages and is excluded under this Limited Warranty unless Builder elects this remedy in lieu of the repair, replacement or other payment as to a failure of Performance Standards. Other examples of consequential or incidental damages not covered by this Limited Warranty include: compensation for lost time from work or compensation for lost income or commissions; mortgage payments; security costs, inconveniences, or annoyances, excessive or unreasonable alternative lodging expenses necessitated by Builder's repairs; alternative lodging expenses necessitated by Builder's repairs not previously approved by Builder; transportation or moving costs; home maintenance expenses; food; medical costs; or utility payments.
- ii. Emotional Distress Damages.** Damages for aggravation, mental anguish, emotional distress, or pain and suffering are not covered by this Limited Warranty.
- iii. Attorneys' Fees or Costs.** In any dispute arising from or related to the parties' mutual obligations under this Limited Warranty, including any

action to enforce the terms hereof, each party shall bear its own attorneys' fees and costs.

6. **Exclusive Homeowner Remedy.** Homeowner has thoroughly examined the Home and lot upon which the Home covered by the Purchase Agreement is located. Homeowner acknowledges that he/she/they have received, read and understand this Limited Warranty. Homeowner further acknowledges that neither Builder nor Builder's representatives have made any guarantees, warranties, understandings or representations that are not set forth in this Limited Warranty. Homeowner agrees that this Limited Warranty constitutes the exclusive remedy for all claims of the Homeowner against the Builder and Builder's representatives. Homeowner specifically waives the right to seek damages or to assert any claims against Builder or Builder's representatives, except as may be provided in this Limited Warranty.
7. **Necessity of Releases.** When Builder or a third party designated by Builder or acting on Builder's behalf have completed repairing, replacing or paying Homeowner as to any failure to meet Performance Standards or other related damage to the Home or the Common Elements covered by this Limited Warranty, Homeowner must sign a full release of Builder's obligation for the failure to meet Performance Standards. The release shall be applicable to the failure to meet Performance Standards and shall not prevent Homeowner from notifying Builder should Homeowner become aware of a subsequent failure to meet Performance Standards.

GENERAL PROVISIONS

8. If Builder performs paint or stucco repairs and/or patching, Builder does not warrant that the new paint or stucco will match with the old.
9. If any paragraph, section, sentence, clause or phrase contained in this Limited Warranty is held to be unenforceable or invalid, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Limited Warranty shall not be affected thereby.
10. This Limited Warranty hereby incorporates by reference the City Ventures Homeowners Resource Guide (the "Resource Guide") distributed in connection with this Limited Warranty. The Resource Guide was designed to be read with this Limited Warranty. In the event of a conflict between the provisions of this Limited Warranty and the provisions of the Resource Guide, the provisions of this Limited Warranty shall control.
11. In the event of any lawsuit brought to interpret or enforce the provisions of this Limited Warranty, such lawsuit shall be decided on the basis of the laws of the State of California except where not preempted by federal law under the Federal Arbitration Act, and such lawsuit shall be brought in the courts of the State of California in the judicial district in which the Home is situated.

DISPUTE RESOLUTION PROCEDURES

12. **Notice and Right to Repair.** If at any time during Homeowner's ownership of the Home, Homeowner discovers a Home condition that Homeowner believes may be the responsibility of Builder, whether or not Homeowner believes it may be covered under the Limited Warranty (a "Condition"), Homeowner shall notify Builder in writing (the "Notice"). Such Notice shall include: (a) a description of the Condition, (b) the date upon which the Condition was discovered, (c) any reports, studies or other documents/materials prepared by or at the request of Homeowner regarding the Condition, and (d) dates and times when Homeowner or Homeowner's representative will be home during ordinary business hours so that service calls or inspections by Builder can be scheduled. Builder may, in its sole discretion, inspect the Home regarding the reported Condition and may, in its sole discretion, cure such Defect. If Builder elects to inspect the Home, such inspection will take place within ten (10) business days from the date of Builder's receipt of the Notice, and Homeowner shall make the Home available for inspection during that time. Builder shall respond to Homeowner in writing not more than twenty (20) business days of the date of such inspection, informing Homeowner whether, in Builder's opinion, there is a Condition which warrants repair, and whether Builder elects to make such repair or pay Homeowner its cost of making such repair in lieu of making the repair. Nothing herein obligates Builder to perform any inspection or repair, and this Paragraph does not increase Builder's legal obligations to Homeowner. Homeowner shall not pursue any other remedies available to it under this Limited Warranty, until Builder has had the reasonable opportunity to inspect and cure the alleged Condition. Builder shall be entitled to a stay on any litigation or arbitration brought by Homeowner in violation of this provision. During the period of such inspection and cure (but not to exceed the earlier to occur of (i) ninety (90) days after the date Builder receives Homeowner's notice described above, or (ii) Builder's delivery of written notice to Homeowner of Builder's determination not to proceed with such cure), all applicable statutes of limitation shall be tolled.
13. **Mediation.** In the event that any dispute arises among the parties hereto regarding the resolution of any request for warranty service or an unresolved Notice of a Condition; the interpretation of this Limited Warranty; the condition of the Home; the presence of a condition which Homeowner claims is a Performance Failure in the Home or its lot; any claim

for damages against the Builder; and/or any claim of negligence; fraud; breach of express or implied warranty; consumer protection act or unfair business practices violations; and/or breach of contract which cannot be resolved by mutual agreement of Homeowner and Builder, such dispute shall be resolved by alternative dispute resolution procedures. The parties hereto agree to initially mediate the dispute in good faith and attempt to resolve the dispute in that manner. Either party may initiate dispute resolution procedures by giving written notice to the other party of its desire to start such process. In such event, Builder will contact a neutral third party mediator (who shall have no ties to Builder) and who is experienced in resolving construction disputes to act as a neutral party to facilitate resolution of the dispute. Builder shall pay the reasonable fees of the mediator not to exceed \$5,000.00.

14. **Binding Arbitration.** IN THE EVENT HOMEOWNER AND BUILDER ARE UNABLE TO RESOLVE THEIR DISPUTE THROUGH THE MEDIATION PROCESS, THE DISPUTE SHALL BE DECIDED BY BINDING ARBITRATION. ANY AND ALL CLAIMS, CONTROVERSIES, BREACHES OR DISPUTES (EACH A "DISPUTE") BY OR BETWEEN THE PARTIES HERETO ARISING FROM OR RELATED TO THIS LIMITED WARRANTY, THE HOME, THE SALE OF THE HOME BY BUILDER, OR ANY TRANSACTION RELATED HERETO, WHETHER BASED ON CONTRACT, TORT, OR STATUTE, INCLUDING, WITHOUT LIMITATION, ANY DISPUTE OVER THE DISPOSITION OF ANY DEPOSITS HEREUNDER, BREACH OF CONTRACT, NEGLIGENT OR INTENTIONAL MISREPRESENTATION OR FRAUD, NONDISCLOSURE, BREACH OF ANY ALLEGED DUTY OF GOOD FAITH AND FAIR DEALING, OR ALLEGATIONS OF LATENT OR PATENT CONSTRUCTION DEFECTS, OR ARISING FROM OR RELATED TO THE INTERPRETATION OF ANY TERM OR PROVISION OF THIS LIMITED WARRANTY OR ANY PROVISION OF THIS LIMITED WARRANTY, INCLUDING, WITHOUT LIMITATION, THIS SECTION OF THIS LIMITED WARRANTY, OR ANY DEFENSE GOING TO THE FORMATION OR VALIDITY OF THIS LIMITED WARRANTY, OR ANY PROVISION OF THIS LIMITED WARRANTY, INCLUDING, WITHOUT LIMITATION, THIS SECTION OF THIS LIMITED WARRANTY, INCLUDING, WITHOUT LIMITATION, ALLEGATIONS OF UNCONSCIONABILITY, FRAUD IN THE INDUCEMENT, OR FRAUD IN THE EXECUTION, WHETHER SUCH DISPUTE ARISES BEFORE OR AFTER THE CLOSE OF ESCROW, SHALL BE ARBITRATED PURSUANT TO THE FEDERAL ARBITRATION ACT AND SUBJECT TO THE PROCEDURES SET FORTH HEREIN. THE ARBITRATION SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THEIR COMMERCIAL ARBITRATION RULES IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED. THE ARBITRATOR SHALL EMPLOY THE STANDARDS OF CONSTRUCTION CONTAINED IN THE NATIONAL ASSOCIATION OF HOMEBUILDERS' "RESIDENTIAL CONSTRUCTION PERFORMANCE GUIDELINES" (HOMEOWNER MAY BE ABLE TO FIND ADDITIONAL INFORMATION ON ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AT 1-800-778-7879 OR WWW.ADR.ORG).

a. GENERAL PROVISIONS GOVERNING ARBITRATIONS:

i. THIS BINDING ARBITRATION OBLIGATION OF THIS LIMITED WARRANTY SHALL INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY, BUILDER'S TRADE CONTRACTORS, AGENTS, VENDORS, SUPPLIERS, DESIGN PROFESSIONALS, WARRANTY ADMINISTRATOR, INSURERS AND ANY OTHER PERSON WHOM HOMEOWNER CONTENDS IS RESPONSIBLE FOR ANY ALLEGED DEFECT IN OR TO THE HOME OR ITS LOT OR AN IMPROVEMENT THERETO.

ii. BUILDER AGREES TO POST THE ADMINISTRATIVE FEE CHARGED BY THE ARBITRATION SERVICE (EXCLUDING THE FEE FOR THE ARBITRATOR). HOWEVER, THE ARBITRATOR SHALL HAVE SOLE AUTHORITY TO REALLOCATE SUCH ARBITRATION FEES AND COSTS

IN THE ARBITRATOR'S FINAL AWARD. EACH PARTY TO THE ARBITRATION IS ENTITLED TO BE REPRESENTED BY COUNSEL; HOWEVER, EACH PARTY SHALL BEAR ITS OWN ATTORNEYS' FEES AND COSTS (INCLUDING EXPERT COSTS) FOR THE ARBITRATION. THIS PROVISION DOES NOT MODIFY ANY PROVISION OF ANY CONTRACT BETWEEN BUILDER AND ANY THIRD PARTY REQUIRING INDEMNIFICATION OR ESTABLISHING A DIFFERENT ALLOCATION OF COSTS BETWEEN BUILDER AND SUCH THIRD PARTY.

- iii. AFTER EVIDENCE IS PRESENTED BY THE PARTIES, THE ARBITRATOR WILL FIRST DETERMINE WHETHER ANY CONSTRUCTION DEFECT EXISTS, AND WHETHER IT IS BUILDER'S RESPONSIBILITY. SECOND, IF THE ARBITRATOR FINDS BUILDER TO BE RESPONSIBLE FOR A CONSTRUCTION DEFECT, THE ARBITRATOR WILL DETERMINE THE SCOPE OF ANY REPAIR OR REPLACEMENT, BUILDER'S COST TO MAKE SUCH REPAIR OR REPLACEMENT, AND THE DIMINUTION IN FAIR MARKET VALUE, IF ANY, CAUSED BY SUCH CONSTRUCTION DEFECT. BASED UPON THE ARBITRATOR'S DECISION, BUILDER SHALL CHOOSE WHETHER: 1. IT SHALL REPAIR OR REPLACE THE CONSTRUCTION DEFECT; 2. IT SHALL PAY HOMEOWNER THE COST OF REPAIRING OR REPLACING THE CONSTRUCTION DEFECT IN LIEU OF MAKING THE REPAIRS; OR 3. IN LIEU OF EITHER 1. OR 2., BUILDER SHALL PAY HOMEOWNER AN AMOUNT EQUAL TO THE DIMINUTION IN FAIR MARKET VALUE CAUSED DIRECTLY BY THE CONSTRUCTION DEFECT. THE DECISION TO REPAIR, REPLACE, OR MAKE PAYMENT TO HOMEOWNER IS BUILDER'S, IN ITS SOLE AND ABSOLUTE DISCRETION. IN ADDITION, THE ARBITRATOR SHALL RENDER A DECISION ON ANY OTHER MATTERS OR ISSUES RELATED TO OR ARISING FROM THIS LIMITED WARRANTY OR THE DESIGN, CONSTRUCTION OR SALE OF THE HOME.
- iv. THE WRITTEN DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING. HOMEOWNER AND BUILDER EXPRESSLY AGREE THAT AN APPLICATION TO CONFIRM, VACATE, MODIFY OR CORRECT AN AWARD RENDERED BY THE ARBITRATOR SHALL BE FILED IN ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE HOME IS LOCATED.
- v. THIS ARBITRATION AGREEMENT SHALL BE DEEMED TO BE A SELF-EXECUTING ARBITRATION AGREEMENT. ANY DISPUTE CONCERNING THE INTERPRETATION OR THE ENFORCEABILITY OF THIS SECTION, INCLUDING, WITHOUT LIMITATION, ITS REVOCABILITY OR VOIDABILITY FOR ANY CAUSE, ANY CHALLENGES TO THE ENFORCEMENT OR THE VALIDITY OF THIS LIMITED WARRANTY, OR THE SCOPE OF ARBITRABLE ISSUES UNDER THIS SECTION, AND ANY DEFENSE RELATING TO THE ENFORCEMENT OF THIS SECTION, INCLUDING, WITHOUT LIMITATION, UNCONSCIONABILITY, WAIVER, ESTOPPEL, OR LACHES, SHALL BE DECIDED BY AN ARBITRATOR IN ACCORDANCE WITH THIS SECTION AND NOT BY A COURT OF LAW.
- vi. THE PARTICIPATION BY ANY PARTY IN ANY JUDICIAL PROCEEDING CONCERNING THIS SECTION OR ANY MATTER ARBITRABLE HEREUNDER SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO ENFORCE THIS SECTION NOTWITHSTANDING ANY PROVISION OF LAW TO THE CONTRARY, SHALL NOT BE ASSERTED OR ACCEPTED

AS A REASON TO DELAY, TO REFUSE TO PARTICIPATE IN, OR TO REFUSE TO ENFORCE THIS SECTION.

- vii. NO ARBITRATION PROCEEDING SHALL INVOLVE MORE THAN ONE HOME.
- viii. HOMEOWNER AND BUILDER EXPRESSLY AGREE AND ACKNOWLEDGE THAT THIS LIMITED WARRANTY INVOLVES AND CONCERNS INTERSTATE COMMERCE AND IS GOVERNED BY THE PROVISIONS OF THE FEDERAL ARBITRATION ACT (9 U.S.C. §1, ET SEQ.) NOW IN EFFECT AND AS THE SAME MAY FROM TIME TO TIME BE AMENDED, TO THE EXCLUSION OF ANY DIFFERENT OR INCONSISTENT STATE OR LOCAL LAW, ORDINANCE, REGULATION, OR JUDICIAL RULE. ACCORDINGLY, ANY AND ALL DISPUTES (AS DEFINED IN THIS SECTION) SHALL BE ARBITRATED – WHICH ARBITRATION SHALL BE MANDATORY AND BINDING – PURSUANT TO THE FEDERAL ARBITRATION ACT, AND TO THE EXTENT THAT ANY STATE OR LOCAL LAW, ORDINANCE, REGULATION, OR JUDICIAL RULE SHALL BE INCONSISTENT WITH ANY PROVISION OF THE RULES OF THE ARBITRATION SERVICE UNDER WHICH THE ARBITRATION PROCEEDING SHALL BE CONDUCTED, THE LATTER RULES SHALL GOVERN THE CONDUCT OF THE PROCEEDING.
- ix. THERE SHALL BE A SINGLE ARBITRATOR AND THE ARBITRATOR APPOINTED TO SERVE SHALL BE A NEUTRAL AND IMPARTIAL INDIVIDUAL.
- x. THE VENUE OF THE ARBITRATION SHALL BE IN THE COUNTY WHERE THE HOME IS LOCATED UNLESS THE PARTIES AGREE IN WRITING TO ANOTHER LOCATION.
- xi. IF ANY PROVISION OF THIS SECTION SHALL BE DETERMINED BY THE ARBITRATOR TO BE UNENFORCEABLE OR TO HAVE BEEN WAIVED, THE REMAINING PROVISIONS SHALL BE DEEMED TO BE SEVERABLE THEREFROM AND ENFORCEABLE ACCORDING TO THEIR TERMS.
- xii. THE PROVISIONS OF THIS ARBITRATION CLAUSE ARE INTENDED TO SURVIVE THE CLOSE OF ESCROW, AND EXPIRATION OF THE WARRANTY PERIOD AND MAY BE ENFORCED BY ANY PARTY UNTIL SUCH TIME AS ALL APPLICABLE STATUTES OF REPOSE REGARDING THE SALE OR CONSTRUCTION OF THE HOME HAVE EXPIRED.

NOTICE: BY INITIALING IN THE SPACE BELOW, HOMEOWNER AND BUILDER AGREE TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT. BY INITIALING IN THE SPACE BELOW, HOMEOWNER AND BUILDER ARE GIVING UP THEIR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION. IF HOMEOWNER OR BUILDER REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, HOMEOWNER OR BUILDER MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. IN THE EVENT THAT THE PROVISIONS OF THIS SECTION ARE DETERMINED NOT TO APPLY SUCH THAT A DISPUTE IS NOT TO BE RESOLVED BY

ARBITRATION, THEN, NOTWITHSTANDING SUCH DETERMINATION, THE PARTIES, BY THEIR INITIALS BELOW, HEREBY AGREE TO WAIVE THEIR RIGHTS TO TRIAL BY JURY.

I/WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION TO NEUTRAL ARBITRATION.

(___/___) HOMEOWNER'S INITIALS / (___) BUILDER'S INITIALS

BY INITIALING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AND ACCEPT THAT THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL.

(___/___) HOMEOWNER'S INITIALS: / (___) BUILDERS INITIALS:

Homeowner and Builder have read the terms and conditions of this Limited Warranty and shall be bound by such provisions. Execution of this Limited Warranty by Homeowner and Builder constitute their acceptance of all the terms and conditions hereof.

"HOMEOWNER":

Print First Middle Last Name

Executed by Homeowner on _____, 201_.

Homeowner's signature

"HOMEOWNER":

Print First Middle Last Name

Executed by Homeowner on _____, 201_.

Homeowner's signature

"BUILDER":

CITY VENTURES HOMEBUILDING, LLC
A Delaware limited liability company

BY: _____

Print Full Name
ITS: Authorized Signatory

Executed by Builder on _____, 201_.

Customer Care Procedures

- 1. Procedures to Request Warranty Service.** Homeowner must submit all service requests in writing to the Builder's division office that built your new home. All emergency requests should be phoned in immediately. This assures that service requests will be responded to as quickly and efficiently as possible.

We suggest that you first review the Limited Warranty, the Performance Standards and Maintenance sections of the Homeowner Resource Guide before you request service. This will help you to determine if your request is covered by the Limited Warranty, or whether it is a condition considered to be your responsibility. For regular (non-emergency) service situations, logon onto your personalized customer Web portal at www.cityventures.com, and select the tab labeled "Customer Care". That tab will ask for your User Name and Password (included in the front of your Homeowner Resource Guide. Once you have logged onto the system, you will be prompted to answer questions describing the nature of your customer service request. Alternatively, you can send an e-mail to cvhomeowner@cityventures.com, and a Customer Service representative will respond to your e-mail. However, for fastest service and most complete tracking of your requests, Builder recommends Homeowner always use the personalized customer care Web portal. Finally, if you are without computer access, you may use one of the for Service Request forms you received at closing [included with the Homeowner Resource Guide], and mail it to Builder at 1900 Quail Street, Newport Beach, CA 92660. Builder cannot accept faxed Requests for Service.

Next, fill out the Service Request form completely. Please include the following information when submitting a Request:

- Name, address, and phone numbers where you can be reached during business hours;
- Your closing date;
- A complete description of the work requested and its location. For example, the form should read, "Guest bath - cold water line leaks under sink"; instead of "plumbing problem in bathroom"; and
- Include your lot number, and the name of your community.

Warranty service is scheduled [Monday through Friday from 8:00 am until 5:00 pm. Mail, or e-mail your written request for service to the address listed on the form.

When your service request is processed, your Customer Care Representative will review the request to determine the item or items that are covered by the Limited Warranty. If possible, defective items will be repaired or replaced at that time. If the work cannot be completed immediately, we will pick a date acceptable to you, typically within 2 weeks after the appointment. We ask that you or an adult 18 years or older be home for the scheduled repairs unless a key release form has been accepted by Builder. Once the Trade Contractor or Builder representative has completed the repairs, you will be asked to sign the form, signifying the work has been completed.

It is Builder's policy to complete appropriate customer service repairs and replacements in a reasonable time period. This includes repairs and replacements that are noted during your Homeowner Orientation. At times, due to circumstances that are beyond our control, some repairs may take more than thirty days. Delays can be caused by a shortage of materials, back-ordered parts from manufacturers, labor problems and inclement weather.

In case of customer care emergency during the first year Customer Warranty Period, your first step should be to protect your family from harm. After that, take steps to correct or lessen the effects of the emergency problem. Damage from a water leak can be minimized by turning off the water to a particular fixture or turning off the water main to your home. Next call Builder at its normal customer care phone number (949-258-7516) for emergencies occurring during business hours, or at its 24 hour emergency service phone number (866-599-6730) for emergencies occurring at times other than normal business hours. After the end of the first year Customer Warranty Period, you may call the appropriate Emergency trade contractor directly at the number listed below.

Plumbing Contractor _____
Electrical Contractor _____
HVAC Contractor _____

EXHIBIT F

LOCATIONS OF COMMON AREAS WITHIN THE COMMUNITY



EXHIBIT "F"
COMMON AREA MAINTENANCE PLAN

CITRUS HEIGHTS II - TRAMONTE

RIVERSIDE, CA

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

1. Work Order#

1. Page ___ of ___

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

DEPARTMENTAL INFORMATION

3. DEPARTMENT Clerk of the Board of Supervisors		8. ORG.#	10. DATE 08/08/2018
4. ORGANIZATION County of Riverside-CA.		9. ACCOUNT #	11. MEDIA CODE
5. ADDRESS 4080 Lemon St., Room 127		12. NO. OF BOXES TRANSFERRED	
CITY Riverside, CA. 92501		13. RECORDS TRANSFERRED BY:	
6. MAIL STOP 1010	7. Name Lorraine Williams PHONE # 951-955-8092 FAX# 951-955-1071	14. RECORDS COORDINATOR (must be Authorized):	

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS Must be the same as records series title on schedule	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Final Tract Map No 36475 Item 2.17 Board Date: 07/31/2018				
	Schedule "A" in the Lake Mathews area 1 st District				
	**Map returned 8/7 for illegible Exhibit D- Corrected by Dennis				

RECEIVED RIVERSIDE COUNTY
 2018 AUG -8 AM 10:21

21. RECORDS RECEIVED BY: AGonzales DPS		30. REMARKS	
22. TITLE Acc Tech	23. RECEIVED VIA:		
24. DATE RECEIVED:	25. TIME RECEIVED:		
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:		
28. NAME/DATE SCANNED TO HOLDING AREA:		29. NAME/DATE SCANNED TO LOCATION:	