

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



**ITEM
2.18
(ID # 7458)**

MEETING DATE:

Tuesday, July 31, 2018

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Parcel Map 33530, a Schedule "E" Subdivision in the North
Perris area. 1st District; [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities for the Final Parcel Map as approved by County Counsel; and
2. Approve the Final Map; and
3. Authorize the Chairman of the Board to sign the Improvement Agreements and Final Parcel Map 33530.

ACTION: Consent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: July 31, 2018
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

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

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Parcel Map 33530 was approved by the Board of Supervisors on June, 19, 2007 as Agenda Item 15.3. Parcel Map is a 104.10 acre subdivision that is creating Nine (9) commercial lots in the North Perris area. This Final Map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map.

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

KPRS Construction Services Inc. desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and Securities which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer. The securities posted by Fidelity and Deposit Company of Maryland are as follows:

\$4,596,500 - Bond # 9278614 for the completion of street improvements

\$250,500 - Bond # 9278614 for the completion of the water system

\$70,000 - Bond # 9278614 for the completion of the sewer system

\$32,000 - Bond # 9278615 for the completion of the monumentation

Additional Fiscal Information:

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

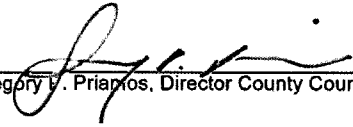
ATTACHMENTS:

33530 Vicinity Map

33530 Improvement Agreements

33530 Mylars

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



Gregory L. Priamos, Director County Counsel 7/19/2018

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KPRS Construction Services Inc., hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Parcel Map 33530-PP23332, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Four Million Five Hundred Nintey Six Thousand Five Hundred and no/100 Dollars (\$4,596,500.00).

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

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

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

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

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

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

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

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

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

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

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

Contractor
KPRS Construction Services Inc.
2850 Saturn St.
Brea CA 92821

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

Signed: _____

Print Name: Joel Stensby

Title President

Print Name: Jey Rabinovich

Signed: _____

Title Treasurer

COUNTY OF RIVERSIDE

By Chuck Washington
CHUCK WASHINGTON
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By Kecia Harper-Ihem
Deputy

APPROVED AS TO FORM

County Counsel
By [Signature]

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

Revised 09/29/09

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Orange)

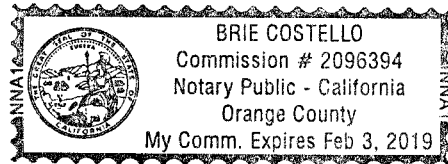
On 2/28/2018 before me, Brie Costello, Notary Public,
(Here insert name and title of the officer)

personally appeared

Joel Stensby and Lev Rabinovich

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.

Brie Costello
 Signature of Notary Public (Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

INSTRUCTIONS

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible.
- Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Securely attach this document to the signed document with a staple.

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KPRS Construction Services Inc., hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as PARCEL Map 33530-PP23332, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Eastern Municipal Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Two Hundred Fifty Thousand Five Hundred and no/100 Dollars (\$250,500.00).

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

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

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

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

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

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

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

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

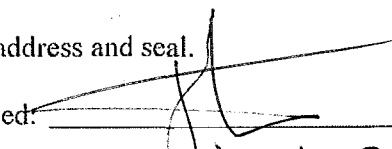
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

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

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2950 Washington Street
Riverside, CA 92504

Contractor
KPRS Construction Services Inc.
2850 Saturn St.
Brea, CA 92821

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

Signed:  _____

Print Name: Joel Stensby

Title: President

Signed:  _____

Print Name: Lev Rabinovich

Title: Treasurer

COUNTY OF RIVERSIDE

Signed:  _____

CHUCK WASHINGTON
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

Signed:  _____

Deputy

APPROVED AS TO FORM

County Counsel

By  _____

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

Revised 09/29/09

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Orange)

On 2/28/2018 before me, Brie Costello, Notary Public,
(Here insert name and title of the officer)

personally appeared

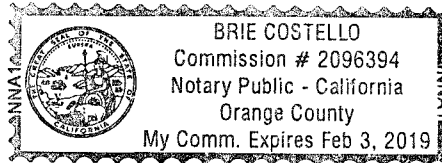
Joel Stensby and Lev Rabinovich

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.



Signature of Notary Public

(Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

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- Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Securely attach this document to the signed document with a staple.

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KPRS Construction Services Inc., hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as PARCEL Map 33530-PP23332, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Eastern Municipal Water District to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of Seventy Thousand and no/100 Dollars (\$70,000.00).

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

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

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

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

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

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

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

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

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

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

Contractor
KPRS Construction Services Inc.
2850 Saturn St.
Brea CA 92821

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

Signed: _____

Print Name: Joel Stensby


Title: President

Signed: _____

Print Name: Ley Rabinovich

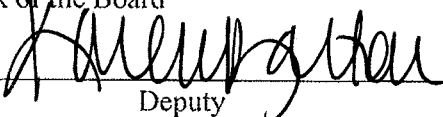
Title: Treasurer

COUNTY OF RIVERSIDE

By 
CHUCK WASHINGTON
CHAIRMAN, BOARD OF SUPERVISORS

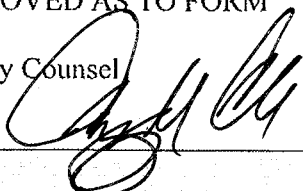
ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Orange)

On 2/28/2018 before me, Brie Costello, Notary Public,
(Here insert name and title of the officer)

personally appeared

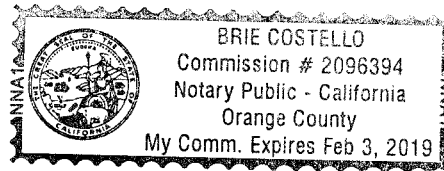
Joel Stensby and Lev Rabinovich

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.



Signature of Notary Public

(Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

INSTRUCTIONS

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Securely attach this document to the signed document with a staple.

**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KPS Construction Services Inc. hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as PARCEL Map 33530-PP 23332, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of Thirty Two Thousand and no/100 Dollars (\$32,000.00)

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

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

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

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

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

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

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

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

County

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

Contractor

KPRS Construction Services Inc.
2850 Saturn St.
Brea CA 92821

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

Signed: _____

Print Name: _____

Title _____

Signed: _____

Print Name: _____

Title _____

[Handwritten signature]
Joel Stensby
President
[Handwritten signature]
Lev Rabinovich
Treasurer

COUNTY OF RIVERSIDE

By _____

[Handwritten signature: Chuck Washington]

CHUCK WASHINGTON
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By _____

[Handwritten signature: Kecia Harper-Ihem]
Deputy

APPROVED AS TO FORM

County Counsel

By _____

[Handwritten signature]

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

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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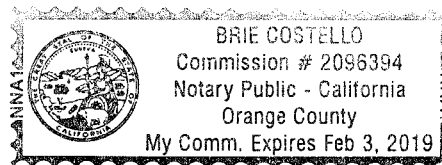
personally appeared

Joel Stensby and Lev Rabinovich

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.


 Signature of Notary Public

(Seal)



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- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Securely attach this document to the signed document with a staple.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Cox, Castle & Nicholson LLP
2029 Century Park East, Suite 2100
Los Angeles, California 90067
Attention: Amy H. Wells

(Space Above For Recorder's Use)

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND GRANT OF EASEMENTS
FOR NUEVO DISTRIBUTION CENTER**

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EXHIBITS

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EXHIBIT B	Depiction of the Property
EXHIBIT C	Site Plan
EXHIBIT D	Lots, Percentage Share of Common Expenses, Class A Voting Allocations
EXHIBIT E	Construction Rules and Regulations

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND GRANT OF EASEMENTS FOR
NUEVO DISTRIBUTION CENTER**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS FOR NUEVO DISTRIBUTION CENTER is made as of _____, 20__, **FR/Cal Harvill Road, LLC**, a Delaware limited liability company (“**Declarant**”), with reference to the following:

RECITALS:

A. Declarant owns Parcels 1 through 9, inclusive, and Lots A through I, inclusive within Parcel Map No. 33530 (“**PARCEL No. 33530**”) in the unincorporated area of the County of Riverside, State of California as per Map (the “**Parcel Map**”) filed in Book ____, Pages ____ through ____, inclusive, of Maps, in the Office of the County Recorder of the County of Riverside (the “**Property**”).

B. Parcels 1 through 9, inclusive, and Lots A through I, inclusive, of Tract No. 33530 comprise and are referred to herein as the project known as “**Nuevo Distribution Center**”, and are legally described on **Exhibit “A”** attached hereto and depicted on **Exhibit “B”** attached hereto.

C. Declarant intends that the Property be developed and operated as a commercial common interest development described in §6534 of the California Civil Code as a “Planned Development” and that portions of the Property may be sold, leased or otherwise conveyed to various individuals or entities for purposes compatible with such development and operation. The Property, together with all Improvements (as hereinafter defined) now or hereafter constructed upon the Property is referred to herein as the “**Project**”.

D. A conceptual site plan (the “**Site Plan**”) of the Project is attached hereto as **Exhibit “C”**.

NOW, THEREFORE, Declarant hereby declares that the Property and each portion thereof is and shall be held, owned, conveyed, sold, mortgaged, encumbered, leased, developed, improved, used and occupied subject to this Declaration and the limitations, covenants, conditions, restrictions, easements, liens and charges set forth herein, all of which are equitable servitudes and shall run with the title to the Property and shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any portion thereof, and their respective heirs, successors and assigns. The purpose of this Declaration is to enhance and protect, and provide a means of controlling and maintaining, the value, desirability and attractiveness of the Property and every portion thereof, for the benefit of Declarant and every Owner, in accordance with a general plan of subdivision, development and improvement.

ARTICLE 1
DEFINITIONS

In addition to any other terms defined in this Declaration, the following definitions shall apply unless otherwise indicated:

“Affiliate” – Any Person which owns, is owned by, is controlled by, controls, or is under common control with, another Person.

“Architect” – A Person holding a certificate to practice architecture in the State of California under authority of Division 3, Chapter 3 of the Business & Professions Code of the State of California or any successor legislation thereto.

“Articles” – The Articles of Incorporation of the Association which are or shall be filed in the office of the California Secretary of State, as amended and supplemented from time to time.

“Assessment, Capital Improvement” – “Capital Improvement Assessment” shall mean a charge against each Owner and each such Owner’s Lot, representing a portion of the costs to the Operator for installation, construction or replacement of any Common Area and Maintenance Area Improvements which the Association may from time to time authorize, pursuant to the provisions of this Declaration. Such charge shall be levied among all Owners and their Lots in the same proportion as Regular Assessments, unless otherwise determined by the Operator as provided in Section 3.7.

“Assessment, Reconstruction” – “Reconstruction Assessment” shall mean a charge against each Owner and each such Owner’s Lot representing a portion of the cost to the Association for reconstruction of any portion of the Common Area and Maintenance Area Improvements pursuant to the provisions of this Declaration. Such charge shall be levied among all Owners and their Lots in the same proportion as Regular Assessments, unless otherwise determined by the Operator as provided in Section 3.7.

“Assessment, Reimbursement” – “Reimbursement Assessment” shall mean a charge against a particular Owner and such Owner’s Lot directly attributable to, or reimbursable by, that Owner equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration with respect to such Owner or such Owner’s Lot, or a reasonable fine or penalty assessed by the Operator, plus interest and other charges on such Special Assessments as provided for herein. Reimbursement Assessments shall also include charges levied by the Operator against an Owner and such Owner’s Lot for excessive use of any utility which is commonly metered within the Property.

“Assessment, Regular” – “Regular Assessment” shall mean the monthly or supplemental charge against each Owner and each such Owner’s Lot representing a portion of the Common Expenses which are to be paid by each Owner to the Operator in the manner and proportions provided herein.

“Assessments, Special” – “Special Assessments” shall mean Capital Improvements Assessments and Reconstruction Assessments and any other assessment imposed by the

Operator against any Owner(s) which are not Regular Assessments or Reimbursement Assessments.

“Association” – Nuevo Distribution Center Commercial Owners’ Association, a California Nonprofit Mutual Benefit Corporation.

“Benefited Lot” – Any Lot which, pursuant to the terms of this Declaration, is the beneficiary of any right or benefit granted herein or created pursuant to the terms hereof.

“Board” – The Board of Directors of the Association, as the same may be constituted from time to time.

“Building” – Any structure now or hereafter constructed on any Lot which is enclosed by exterior walls, floor and roof.

“Building Appurtenances” – Truck docks, tunnels, ramps and wells, trash storage areas and equipment, outdoor seating areas, fountains and other architectural features servicing a Building, landscape and hardscape areas immediately appurtenant to a Building and supports and appurtenances that extend from a Building as permitted by this Declaration, such as Building canopies, support columns, pilasters, overhangs and footings, provided that such Improvements are located within a Building Area immediately adjacent to a Building or other Building Appurtenance.

“Building Area” – Prior to the commencement of construction or remodeling of a Building, that area of the Lot which is designated by Declarant or the Committee as a Building Area in the approved construction drawings for the Building; and from and after the commencement of construction or remodeling of a Building, the Building Area shall be the area within a distance measuring the greater of five feet (5’) from the exterior surface of the exterior walls of the Building structure, or the distance indicated in the approved construction drawings for the Building.

“Bylaws” – The Bylaws of the Association, as amended and supplemented from time to time.

“Committee” – The Architectural and Development Review Committee created pursuant to Article 4.

“Common Area” – The Common Area Lots and those portions of the Project intended for the common use or benefit of Owners, Occupants and Permittees and identified on the Site Plan attached hereto as Exhibit “C” as “Common Area”, together with Common Lighting Facilities, Common Landscaping, Common Drainage and Irrigation Facilities (including without limitation detention basins), Common Signage and any other portion of the Property or off-site areas over which all Owners have rights or obligations as to use, beneficial enjoyment or maintenance pursuant to the terms of this Declaration or the conditions of approval of the Parcel Map or any other governmental approval affecting the Property. Common Areas shall not include portions of the Project which, though accessible to the general public, are, or from time to time may be, designated for the exclusive use of one or more but not all Owners, Occupants and/or Permittees, and as such are “Exclusive Use Areas” as defined in this Article 1 and are

therefore controlled, operated, maintained and repaired by such Owner(s) and not by the Operator. Those portions of the Project which from time to time comprise Common Areas as described in this Declaration may be modified from time to time to change the location or configuration of such areas or to reflect the requirements of the County or other governmental authorities, and to the extent Operator determines that any supplemental Site Plan is required to reflect the actual configuration of the Project as it is developed hereafter, the Operator may record supplemental and/or replacement Site Plan(s) with the recordation of a Supplemental Declaration describing such Common Area modifications executed by the Operator, subject to Article 16.

“Common Area and Maintenance Area Improvements” – All Improvements from time to time located upon or within the Common Areas and/or the Maintenance Areas of the Project or which are maintained by the Operator pursuant to the terms of this Declaration including without limitation, all Common Lighting Facilities, Common Landscaping, Common Signage, and Common Drainage and Irrigation Facilities.

“Common Area Lots” – Those legal parcels and/or lots within the Project owned (in fee or by easement) by the Operator, which the Operator (in its capacity as Operator and not in its capacity as an Owner) is obligated to manage, operate, insure, maintain, repair, replace, restore, and/or reconstruct in accordance with this Declaration. Common Area Lots may be identified by Declarant from time to time with the recordation of a Supplemental Declaration identifying such Common Area Lots.

“Common Drainage and Irrigation Facilities” – The drainage and irrigation facilities and structures or portions thereof that serve the Common Area Lots and/or Maintenance Areas, including without limitation the detention basin located on Parcel 6 of Tract No. 33530. In clarification of the foregoing, the detention basin located on Parcel 1 of Tract No. 33530 is intended to serve Parcel 1 and is not part of the Common Drainage and Irrigation Facilities; and each Owner, by acceptance of the deed conveying a Lot to such Owner, relinquishes, as to itself, its successors and such Owner’s Lot, the private detention basin easement reserved and shown on the Parcel Map lying within Parcel 1 of Tract No. 33530.

“Common Expenses” – The actual and estimated costs and expenses of maintaining and operating the Association, property management fees, costs and expenses actually incurred by the Operator in maintaining, repairing, replacing and operating all Common Areas, Maintenance Areas, and all Common Area and Maintenance Area Improvements (excluding costs and expenses associated with any Exclusive Use Areas), the cost of utility services for the Common Areas and Maintenance Areas (excluding costs of utilities for any Exclusive Use Areas), the cost of insurance maintained by the Operator as described herein or in the Bylaws, and the costs and expenses of exercising the powers and performing the duties of the Operator under this Declaration, the Project Documents, the Articles, the Bylaws and any rules or regulations adopted by the Association, and maintaining any reasonable reserves for such purposes as determined by the Operator.

“Common Landscaping” – Landscaping and related irrigation system improvements, facilities and equipment located within or comprising any portion of the Common Area Lots or

Maintenance Areas. Common Landscaping shall specifically include all trees, shrubs, plants and grass within the Maintenance Areas identified on the Site Plan attached hereto as **Exhibit "C"**.

"Common Lighting Facilities" – The light standards and fixtures, light bulbs, tubes, electrical transformers, power panels, utility lines, and above and below ground electrical conduit and wiring which serve the Common Area Lots and/or Maintenance Areas, including any Common Landscaping, and Common Signage, as the same may from time to time exist within the Project.

"Common Signage" – All signage located within the Project (specifically excluding tenant or other Occupant identification signage) which identifies the overall Project or which provide other Project-oriented information including, without limitation, Entry Monuments and Project directional signage.

"Common Utility Lines" – All above or below ground utility lines (including water, electrical, gas, sewer and storm drains) which service Common Area and Maintenance Area Improvements, whether exclusively or in common with other Improvements (including, without limitation, Common Area Lighting Facilities and Common Area Landscaping Improvements and all utilities which service water features within the Project, if any) or which service more than one Lot, and which are not otherwise maintained by the City or other governmental agency, authority or district.

"County" – The County of Riverside, California.

"Declarant" – FR/Cal Harvill Road, LLC, a Delaware limited liability company ("FR/C"), and any successor-in-interest (defined below). As used in this definition, a "successor-in-interest" of FR/C shall mean a Person which, through a purchase or acquisition of stock or partnership interest(s), amalgamation, consolidation, reorganization, dissolution, merger or similar transaction (as opposed to a purchase, transfer or conveyance of one or more Lots), becomes vested with the rights and assumes the obligations of FR/C, as "Declarant", pursuant to this Declaration. **"Declarant"** shall also mean the transferee from FR/C or its successor-in-interest of any one or more Lots comprising a portion of the Project, provided FR/C or its successor-in-interest expressly assigns to such transferee the rights of "Declarant" and such transferee assumes the obligations of "Declarant" under this Declaration; any such assignment and assumption of the rights and obligations of "Declarant" shall be in writing and signed by both FR/C or its successor-in-interest and by the transferee in recordable form and shall be recorded by the transferee in the Office of the County Recorder of Riverside County, California.

"Declaration" – This Declaration of Covenants, Conditions and Restrictions and Grant of Easements for the Nuevo Distribution Center, as it may be amended or supplemented from time to time.

"Design Guidelines" – Guidelines, rules and regulations which may be prepared and issued from time to time (and which may be amended from time to time) by the Committee, and approved and adopted by the Operator for the purpose of assisting Owners in preparing plans and specifications for Improvements and in preparing other plans, specifications and other materials

(including designs for signs and the like) which are subject to review by the Committee pursuant to this Declaration.

“Drainage and Irrigation Facilities” – The on-site private drainage, irrigation and sewer facilities and structures for the Common Areas and Maintenance Areas of the Project, as the same may from time to time exist.

“Entry Monuments” – Entry monument signage which benefits all of the Project.

“Environmental Laws” – Any past, present or future federal, state, local or foreign statutory or common law, or any regulation, ordinance, code, plan, order, permit, grant, franchise, concession, restriction or agreement issued, entered, promulgated or approved thereunder, relating to (a) the environment, human health or safety, including, without limitation, emissions, discharges, releases or threatened releases of Hazardous Materials into the environment (including, without limitation, air, surface water, groundwater or land), or (b) the manufacture, generation, refining, processing, distribution, use, sale, treatment, receipt, storage, disposal, transport, arranging for transport, or handling of Hazardous Materials.

“Exclusive Use Areas” – Those portions of the Project, if any, designated as Exclusive Use Areas from time to time by the Operator in writing for the exclusive use of one or more (but not all) Owners and the Occupants and Permittees of such Owner(s).

“Hazardous Material” – Any hazardous or toxic substance, material or waste which is or becomes regulated by, or is subject to, or governed under, any local governmental authority, any agency of the State of California or any agency of the United States Government. The term “Hazardous Material” includes, without limitation, any material or substance which is (i) defined as a “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum and any petroleum by-products, (vi) asbestos, (vii) urea formaldehyde foam insulation, (viii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a “hazardous substance” pursuant to Section 311 of the Federal water Pollution Control Act (33 U.S.C. § 1317), (x) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. §6903), or (xi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* (42 U.S.C. § 9601).

“Improvements” – All structures and improvements of every type and kind, whether above or below the land surface, including, without limitation, all Buildings, Building

Appurtenances, accessory structures, outbuildings, underground installations, slope and grade alterations, roads, curbs, gutters, storm drains, detention basins, drainage and irrigation facilities, utilities lines, systems and equipment, driveways, surface parking area improvements, walls, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, plantings, planted trees, shrubs and other landscaping including Common Landscaping, sidewalks, poles, signs including Common Signage, loading areas and docks.

“Law(s)” – All laws, statutes, ordinances, rules, regulations, requirements, permits, or approvals promulgated by any federal, state or local governmental entity with jurisdiction over the Project or any business, use or operation thereon, as the same may, from time to time, be amended, superseded, supplemented, modified or revised, including, without limitation, all Environmental Laws.

“Lot” – Any separate legal lot or parcel which is a portion of the Project, now existing or hereafter created after this Declaration is recorded, whether by a legal split, subdivision or parcelization of a Lot, lot line adjustment, or by combination or merger of one or more Lots, but excluding the Common Area Lots. The approximate area of land contained within each of the Lots is set forth in Exhibit “D” attached hereto.

“Maintenance Area” – those areas that are not owned by the Operator but which the Operator (in its capacity as the Operator and not in its capacity as an Owner) is obligated to maintain pursuant to the terms of this Declaration, including those portions of Lots A through I of Tract No. 33530 that are identified as “Maintenance Area” on the Site Plan attached as Exhibit “C” hereto.

“Manager” – The Person appointed by the Operator hereunder as its agent and to whom is delegated certain duties, powers or functions of, the Operator as further provided in this Declaration.

“Member, “Membership” – “Member” shall mean an Owner entitled to membership in the Association as provided in this Declaration, including Declarant. “Membership” shall mean the property, voting and other rights and privileges of Members as provided herein, together with the correlative duties and obligations contained in this Declaration and the Articles and Bylaws of the Association.

“Mortgage, Mortgagee, Mortgagor” – “Mortgage” shall mean any recorded mortgage or Deed of Trust or other conveyance of a Lot or other portion of the Property to secure the performance of an obligation which will be reconveyed upon the completion of such performance. The term “Deed of Trust” or “Trust Deed” when used herein shall be synonymous with the term “Mortgage.” The term “Mortgagee” shall mean a person or entity to whom a Mortgage is made and shall include the beneficiary of a Deed of Trust. “Mortgagor” shall mean a person or entity who mortgages his or her Lot to another (*i.e.*, the maker of a Mortgage), and shall include the Trustor of a Deed of Trust. The term “Trustor” shall be synonymous with the term “Mortgagor,” and the term “Beneficiary” shall be synonymous with the term “Mortgagee.”

“Occupant” – Any Person from time to time entitled by right of ownership or under any lease, sublease or license to use and occupy any portion of a Building on any Lot within the Project.

“Operator” – The Person designated from time to time pursuant to the provisions of this Declaration to operate, insure, maintain, repair and replace the Common Area and Maintenance Area, such Person to be, in the following order of precedence: (a) Declarant; (b) any Person, whether owned in whole or in part and whether controlled directly or indirectly by the Declarant, to whom the Declarant may assign in writing its rights, duties and obligations under this Declaration by an express assignment which is recorded in the Official Records of Riverside County, California, pursuant to Section 5.3 below, provided such assignee is an Owner of a Lot within the Project and accepts such assignment and assumes such duties and obligations of Declarant; and (c) the Association formed pursuant to Article 2 below.

“Owner” – (i) Any Person (including Declarant) who from time to time holds fee title to any Lot within the Project, and (ii) an Occupant of an Owner’s entire Lot (or of all of the usable area within the Building(s) on the Lot): (a) pursuant to a lease or sublease which, as of the date of the Owner’s designation of the Occupant as Owner, has a remaining term of twenty (20) years or more, not including periods for which the term thereof may be extended by unexercised options to extend; and (b) designated as such by the Owner of the Lot pursuant to Section 2.3. If an Owner shall designate an Occupant as Owner for purposes of this Declaration, then the actual fee Owner shall not be deemed to be an Owner of such Lot during the period of such lease or sublease or such period of time as which the Lot Owner shall designate such Occupant as Owner, whichever is shorter. If the ownership of Improvements on a Lot shall be severed from the ownership of the land comprising such Lot, the Owner of the Improvements shall be deemed an Owner hereunder and shall be entitled to act on behalf of the Owner of the land for all purposes hereunder so long as such ownership rights shall be segregated.

“Parcel Map” – Shall have the meaning ascribed thereto in Recital A, above.

“Permittees” – Occupants and all customers, patrons, employees, concessionaires and other invitees of Occupants.

“Person” – An individual, partnership, association, corporation, limited liability company, trust, governmental agency, administrative tribunal or any other form of business or legal entity.

“Project” – All of the Property described in Recital A and **Exhibit “A”**, including all Improvements now or hereafter located thereon, which shall be commonly known as the Nuevo Distribution Center.

“Project Documents” – This Declaration, the exhibits attached hereto, the Articles and Bylaws, and any Design Guidelines and rules and regulations as may be adopted from time to time by the Operator, all as amended or supplemented from time to time.

“Property” – The real property legally described on **Exhibit “A”**, including all Improvements now or hereafter located thereon, which is hereby subject to this Declaration. The Property, together with all such Improvements is also referred to herein as the Project.

“Real Property Taxes and Assessments” shall mean all any form of real property tax or assessment, license fee, license tax, business license fee, commercial rental tax, levy, charge, improvement bond, tax, water and sewer rents and charges, utilities and communications taxes and charges or similar or dissimilar imposition imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof, or any other governmental charge, general and special, ordinary and extraordinary, foreseen and unforeseen, which may be assessed against any legal or equitable interest of any Owner of any Lot within the Project and all Improvements thereon.

“Rentable Area” – The rentable square footage of any Building determined as provided in Section 3.4 below.

“Site Plan(s)” – The Conceptual Site Plan attached to this Declaration as **Exhibit “C”** and any subsequent Site Plans which may be adopted for the Project and incorporated into this Declaration by any amendment hereto.

ARTICLE 2

ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

2.1 Organization of Association. It is intended that California Civil Code Section 6500 et seq. (the “Act”) apply to this Declaration and to the Project to the extent required by Law. Upon formation of the Association by Declarant, the Project shall be a planned development type of common interest subdivision. No later than the date of conveyance of a Lot by Declarant to an entity that is neither an Affiliate of Declarant nor a successor Declarant, Declarant shall cause the Association to be formed and take such steps as may be necessary or appropriate in connection with such formation including, subject to all the provisions of this Section 2.1, the preparation, execution, and filing of the Articles and Bylaws of the Association and the making of all other appropriate filings for the following purposes: (i) assuming any or all of the rights and obligations of Declarant and Operator under this Declaration; and/or (ii) exercising any or all of the duties and powers of Declarant and Operator, in the Articles and the Bylaws (hereafter, this Declaration, the Articles and the Bylaws may sometimes be referred to collectively as the “**Governing Documents**”). The Association, when formed, shall be incorporated under the name of NUEVO DISTRIBUTION CENTER COMMERCIAL OWNERS’ ASSOCIATION, as a corporation not for profit under the Nonprofit Mutual Benefit Corporation Law of the State of California, as required by Section 6750 of the California Civil Code. All costs of formation and operation of the Association shall be Common Expenses.

2.2 Duties and Powers. The duties and powers of the Association are those set forth in this Declaration and in the Articles and Bylaws, together with its general and implied powers of a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of California may lawfully do which are necessary or proper, in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and in this Declaration. The Association shall make available for inspection by any prospective purchaser of a Lot, any Owner of a Lot, and the Beneficiaries, insurers and guarantors of the first Mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the

Bylaws, the Rules and Regulations and all other books, records, and financial statements of the Association.

2.3 Membership. Every Owner of a Lot (which, in clarification, excludes the Common Area Lots) that is subject to assessment by the Association (even if assessments have not yet commenced with respect to such Lot) shall be a Member of the Association. Membership shall be appurtenant to ownership of any Lot subject to assessment, and membership shall not be separated from such ownership or transferred, pledged or alienated in any way, except that an Owner, upon giving written notice to the Association, may, at its option, grant to an Occupant which satisfies the requirements of an Owner under Article 1, a power coupled with an interest to act as the Owner's agent in all matters relating to the Association; any such power shall automatically terminate upon expiration of such Occupant's lease or the earlier termination of such Occupant's tenancy for any reason. Any attempt to transfer a membership in violation of this Section shall be void and shall not be reflected in the books and records of the Association.

2.4 Transfer. The Association membership held by any Owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Owner's Lot, and then only to the purchaser or Mortgagee of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. A Class A Member who has sold such Member's Lot to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser his membership rights in the Association. Such delegation shall be in writing and shall be delivered to the Board before such contract purchaser may vote. The contract seller shall be liable for all charges and assessments which are assessed against his Lot up to the date on which fee title to the Lot sold is transferred. If the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot upon transfer of fee title thereto, the Board of Directors shall have the right to record the transfer upon the books of the Association. Until satisfactory evidence of such transfer has been presented to the Board, the purchaser shall not be entitled to cast the votes attributable to such Lot at meetings of the Association. The Association may levy a reasonable transfer fee against such purchaser (which fee shall be added to the Annual Assessment chargeable to such new Owner) to reimburse the Association for the administrative cost of transferring the membership to the new Owner on the records of the Association.

2.5 Voting Rights. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A Members shall be all Owners of Lots other than Declarant. The Class A Members shall be entitled to cast in the aggregate a total of 10,000 votes. Each Class A Member shall from time to time be entitled (with respect to each Lot owned by such Member) to a number of votes (rounded to the nearest whole vote) equal to 10,000 multiplied by a fraction the numerator of which is the land area of such Owner's Lot and the denominator of which is the total land area of all Lots within the Property. The Class A votes for each Lot are set forth on **Exhibit "D"** attached hereto. When more than one Person holds an interest in a Lot, all such Persons shall be Members, provided the vote for such Lot by such Members shall be exercised in accordance with Section 2.6 below.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to cast 20,000 votes. The Class B Member shall be Declarant and/or its Affiliate if Declarant transfers any Lot to such Affiliate, so long as Declarant and/or Affiliate owns any interest in a Lot or until Class B membership ceases, during which time Declarant and/or its Affiliate shall be entitled to cast all the votes of the Class A members. If the Class B membership is comprised of more than one member, all decisions of the Class B membership under this Declaration shall require unanimous consent of the Class B members. The Class B membership shall cease when Declarant and its Affiliates, no longer own any interest (including but not limited to any security interest) in Lots or upon the earlier recording of an amendment to this Declaration, executed solely by Declarant, and/or its Affiliate if Declarant transfers any Lot to such Affiliate, stating that the Class B membership has ceased. If an affiliated entity succeeds to the Declarant's or its Affiliate's ownership interest in all or any portion of the Project, then such entity shall succeed to the Class B member voting rights of Declarant as it pertains to the portion of the Project owned by the entity.

2.6 Vote Distribution. All voting rights shall be subject to the restrictions and limitations provided in this Declaration and in the Articles and Bylaws. When more than one Person holds an interest or interests in any Lot ("**Co-Owner**"), all such Co-Owners shall be Members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the votes to which the Lot is entitled. Such Co-Owners may from time to time all designate in writing one of their number to vote. Fractional votes shall not be allowed, and the Class A votes for each Lot shall be exercised, if at all, as a unit. Where no voting Co-Owner is designated or if such designation has been revoked, the votes for such Lot shall be exercised as the majority of the Co-Owners of the Lot mutually agree. Unless the Board receives a written objection from a Co-Owner, it shall be presumed that the corresponding voting Co-Owner is acting with the consent of his or her Co-Owners. No votes shall be cast for any Lot where the Co-Owners present in person or by proxy owning the majority interests in such Lot cannot agree to said votes or other action. The nonvoting Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the Bylaws, shall be deemed to be binding on all Owners, their successors and assigns.

2.7 Powers. The Association shall have the following powers, rights and duties, in addition to those provided elsewhere in this Declaration, the Articles and the Bylaws and those powers granted to a nonprofit mutual benefit corporation pursuant to the California Corporations Code:

(a) **Acquisition of Property.** The Association shall have the power to acquire (by gift, purchase or otherwise), own, hold, improve, operate and maintain real or personal property in connection with the affairs of the Association.

(b) **Assessments, Liens.** The Association, acting as Operator through its Board, shall have the power to levy and collect assessments pursuant to Article 3 and to perfect and enforce liens in accordance with the provisions of Article 3.

(c) **Contracts.** The Association, acting as Operator through its Board, shall have the power to contract for goods and/or services for the Common Areas and Maintenance Areas or for the performance of any power or duty of the Operator under this Declaration, subject to limitations set forth elsewhere in this Declaration, the Articles or the Bylaws. The Association's power to contract shall include, but is not limited to, the right to enter into agreements with one or more other owners' associations for the purposes described in this Section.

(d) **Delegation.** The Association shall have the power to delegate its authority and powers to committees, officers or employees of the Association.

(e) **Enforcement.** The Association, as Operator through its Board, shall have the power to enforce this Declaration pursuant to the provisions hereof.

(f) **Security Services.** The Association, acting as Operator through its Board, shall have the power to provide, or to contract for the provision of, security patrols or other security measures, or both, as the Board deems necessary.

(g) **Variances.** The Association, acting as Operator through its Board, shall have the power to grant reasonable variances from the provisions of this Declaration from time to time, as the Board may deem, in its sole discretion, to be in the best interests of the Project, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein; provided, however, that: (a) a variance shall not materially affect any of the Lots or Improvements in the Project; and (b) the Owner seeking the variance shall otherwise be subject to and conform with all applicable Laws. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any person or real property.

2.8 Initial Board of Directors. The initial Board of Directors of the Association shall consist of three (3) directors appointed by Declarant upon the incorporation of the Association and shall hold office until the initial Board calls the first annual meeting of Members pursuant to Section 2.11 below.

2.9 Subsequent Board of Directors. At the first annual meeting of Members, a new Board consisting of three directors shall be elected, and such Board shall serve until the next annual meeting. At each subsequent annual meeting of Members, a new Board consisting of three directors shall be elected, and such Board shall serve until the next annual meeting. The Bylaws may provide for staggered terms and lengths of terms for directors different from those initially set forth in this Declaration and may provide for a greater or lesser number of directors than set forth herein; provided, however, in no event shall there be more than seven (7) directors or less than three (3) directors. The Board shall undertake all duties and responsibilities of the Association and the management and conduct of the affairs thereof including without limitation retaining services for professional management, except as expressly reserved herein to a vote of the Members.

2.10 Personal Liability. No member of the Board, or of any committee of the Association, or any officer or manager of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such Person.

2.11 Annual Membership Meetings. The initial Board may call the first annual meeting of Members at any time after the Association has been formed. Thereafter, the Association shall hold an annual meeting of the Members in accordance with the Bylaws of the Association.

2.12 Pre-Association Powers of Declarant. For purposes of this Article 2, the Association shall not be deemed formed until it is incorporated and the Board has been appointed or elected. Until such time as the Association has been formed, Declarant shall be entitled to exercise all rights and powers the Association would have when formed, as provided in this Declaration.

ARTICLE 3 **COVENANT FOR PAYMENT OF ASSESSMENTS**

3.1 Creation of Lien and Personal Obligation for Assessments. Each Owner, for each Lot owned which is subject to assessment hereunder, hereby covenants and agrees, and by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Operator: (a) Regular Assessments described in Section 3.6 for Common Expenses, if any; (b) Special Assessments described in Section 3.7; (c) Reimbursement Assessments described in Section 3.8; and (d) such other assessments which the Operator is authorized to levy pursuant to this Declaration, such assessments to be established and collected as provided in this Declaration. Assessments, together with interest pursuant to Section 3.10, reasonable collection costs and attorneys' fees, shall (except as otherwise provided in Section 3.9) be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made, the lien to be effective upon recordation of a notice of delinquent assessment. Each such assessment, together with interest pursuant to Section 3.10, reasonable collection costs and attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due. If more than one Person is the Owner of a Lot subject to assessment, the personal obligation to pay such assessment shall be joint and several. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title, however, unless expressly assumed by them, but any lien established hereunder shall remain a charge against the Lot, subject to the provisions of Section 3.12.

3.2 Purpose of Assessments. The assessments levied by the Operator shall be used exclusively to pay Common Expenses (all as defined in Article 1), for permitted reconstruction and capital improvements expenses, to reimburse the Operator for the costs incurred in bringing an Owner into compliance with the Project Documents and for such other purposes as are expressly set forth in this Declaration.

3.3 Budgets. At least thirty (30) days prior to the date for commencement of Regular Assessments pursuant to Section 3.6, and at least thirty (30) days prior to the commencement of each calendar year thereafter, the Operator shall prepare or cause to be prepared and shall

distribute to all Owners a pro forma operating budget (“**Budget**”) for such first or successive calendar year setting forth the estimated revenue and expenses on an accrual basis. The Budget shall include a reasonable allowance for contingencies, replacements and reserves. Until the first organizational meeting of the Association is held, Declarant shall have full authority to establish and determine the amount of Regular Assessments. Thereafter, Regular Assessments shall be determined by the Association through its Board as provided herein. Once the Association has been formed, the Operator shall deliver, together with each annual Budget: (a) notice of the Members’ right to obtain copies of minutes of Board meetings, to the extent required under Act; and such other documents as are required under the Act to be provided to Members together with the annual Budget.

3.4 Rentable Area. For purposes of this Declaration, the term “Rentable Area” shall be defined in accordance with the American National Standards Institute ANSI Z 65.1-1996 (“**BOMA Standards**”) method of measuring Rentable Area, as such BOMA Standards may be amended from time to time. The Rentable Area of each Building shall be determined by the Operator. Upon the alteration or modification of any Building which may materially affect the determination of Rentable Area, the Rentable Area shall be recomputed as set forth in this Section 3.4. The party or parties who cause such alteration or modification of any such Building shall pay for the cost of recomputation. From time to time, as deemed appropriate by the Operator, the Operator shall have the right to execute and record a supplement to this Declaration, to set forth the Rentable Area of all Buildings then existing in the Project. Such supplement need only be executed by the Operator and each supplement shall replace any previously recorded supplement.

3.5 Lots Subject to Assessment; Allocation of Assessments. Except as provided below, all Lots within the Project are subject to Regular Assessments and to Special Assessments.

(a) **Common Expenses.** Except as otherwise provided in this Declaration, all Regular Assessments and Special Assessments for Common Expenses, except for Reimbursement Assessments described in Section 3.8, shall be allocated pro rata among all Lot Owners entitled to use the Common Areas in question, with each Lot Owner’s share to be a fraction, the numerator of which shall be the land area of such Owner’s Lot (as set forth in Exhibit “D”, attached hereto), and the denominator of which shall be the sum of the various numerators for all Lots.

(b) **Common Utility Expenses.** Common Expenses attributable to Common Utility Lines which, in the Operator’s reasonable judgment, are fairly allocable to the servicing of Common Area and Maintenance Area Improvements shall be allocated pro rata among all Owners in the manner described in Section 3.5(a) above. The remaining cost of maintaining Common Utility Lines shall be allocated directly to and paid by the Owner or Owners whose Building(s) is (are) served by such Common Utility Lines, or, if more than one Owner, to such user Owners in such proportion as is set forth in a separate recorded agreement executed by such Owners and furnished to the Operator. If there are two (2) or more user Owners, then unless and until the Operator is provided with such a separate agreement, the Operator shall allocate the cost of the Common Utility Lines on an equal basis among all of the benefited Owners. By way of illustration, pursuant to

such pro rata allocation, if four (4) Lots were served by one Common Utility Line, each Lot Owner would be responsible for one-fourth (1/4th) of the cost thereof.

(c) **Real Property Taxes, Repairs and Insurance; Allocation of Detention Basins.** The payment of Real Property Taxes and Assessments attributable to a Lot and all Improvements thereon (including, without limitation, any Building and Improvements to any Common Area thereon, if any), costs of repairs and maintenance for the land and all Improvements located upon such Lot, and all premiums for insurance policies covering a Lot and the Improvements situated thereon (including, without limitation, any Building and Improvements to any Common Area thereon, if any) shall be paid directly by the Owner of such Lot as provided in this Declaration; provided, however, Property Taxes and Assessments, costs of repairs and maintenance, and premiums for insurance policies attributable to the detention basins within the Project that serve more than one Lot (which detention basins shall be deemed to be Improvements to the Common Area) shall be allocated by the Operator on the basis of relative use of each such Lot of the detention basins.

3.6 Regular Assessments.

(a) **Purpose.** Regular Assessments shall be used only to defray Common Expenses.

(b) **Date of Commencement of Regular Assessments; Due Dates.** So long as Declarant shall be Owner of any undeveloped Lots within undeveloped Phases of the Project, Declarant shall pay all costs and expenses for maintenance and repair of such undeveloped Lots and shall pay all Real Property Taxes and Assessments, utility costs, if any and insurance costs attributable to such undeveloped Lots. At such time as an undeveloped Lot is improved with either a Building or Parking Lot Improvements and a certificate of occupancy or other comparable governmental approval authorizing use of such Building or Parking Lot Improvements, the Owner of such Lot shall commence the payment of Regular and all other Assessments allowed pursuant to this Declaration. The first Regular Assessments shall be adjusted according to the number of months remaining in the calendar year in which such assessments commence and shall be prorated for any partial month (on the basis of a 30-day month). The Operator shall fix the amount of the Regular Assessment against each Lot at least thirty (30) days in advance of each Regular Assessment period and shall provide written notice of such Regular Assessments to every Owner of a Lot subject thereto.

(c) **Failure to Fix Regular Assessments.** The omission by the Operator to fix the Regular Assessments hereunder before the expiration of any calendar year, for the next year, shall not be deemed either a waiver or modification of any provisions of this Declaration or a release of any Owner from the obligation to pay the assessments or any installment thereof for that or any subsequent year, and the Regular Assessment fixed for the preceding year shall continue until new Regular Assessments are fixed.

(d) **Revised Regular Assessment.** If the Operator reasonably determines that the Regular Assessment established for any year is, or will become, insufficient to meet

all Common Expenses, it may determine the approximate amount of such deficiency and revise the amount of the Regular Assessments for each Owner for the balance of such year to reduce or avoid the deficiency. After the end of each calendar year, the Operator shall cause an accounting to be made of all Common Expenses for such year and the amount of Regular Assessments and any Special Assessments paid for such year. If the Regular Assessments and any Special Assessments collected exceed the Common Expenses, the Operator may refund the excess to Owners, or apply such excess toward Regular Assessments next becoming due from Owners, in either event in the same proportion as the Regular Assessments were paid.

(e) **Payment of Assessments.** Regular Assessments shall be due and payable by the Owners to the Operator in advance in equal monthly installments, on or before the first (1st) day of each month of each calendar year, or in such other manner as the Operator shall designate.

3.7 **Special Assessments.**

(a) **Purpose.** Special Assessments may be levied by the Operator:

(i) If the Operator determines that the Regular Assessments are or will be insufficient to defray actual Common Expenses for a given year due to unanticipated delinquencies or non-payment of any Assessments by any Owner(s) or cost increases or as Reconstruction Assessments for unexpected repairs, replacements or reconstruction of any Common Area and Maintenance Area Improvements maintained by the Operator;

(ii) If funds are otherwise required for any authorized activity of the Operator; or

(iii) As Capital Improvement Assessments, for the purpose of defraying, in whole or in part, the cost of construction of any capital improvements within the Common Areas and Maintenance Areas (excluding Exclusive Use Areas) deemed reasonably necessary by the Operator for the benefit of the Project, provided that any such capital improvement assessment in excess of five percent (5%) of all Regular Assessments budgeted for that calendar year, except for those necessary for compliance with the Americans With Disabilities Act or any other legal requirements enacted after the initial construction of the Common Area and Maintenance Area Improvements in question, shall require approval by the vote or written consent of Members holding a majority of the voting power of the Association Members, and the Declarant for so long as Declarant owns any portion of the Project.

(b) **Establishment.** The Operator shall determine the approximate amount necessary to defray the expenses set forth in Section 3.7(a) which shall be assessed against the Owners as a Special Assessment; provided, however, that the Operator may, in its discretion, prorate any such Special Assessment over the remaining months of the calendar year or levy the full assessment immediately against each Lot subject to

assessment. Special Assessments (other than Special Assessments for delinquent or non-payment by any Owners which shall be assessed ratably against all non-delinquent Owners) may be assessed against fewer than all Lots in the Project in the reasonable discretion of the Operator based upon an equitable allocation of the Common Expenses comprising such Special Assessments to the Lots which are benefited by such Common Expenses. Any Special Assessment in excess of ten percent (10%) of the budgeted Regular Assessments of the Association for the calendar year in which a Special Assessment is levied shall require approval by (i) Members holding a majority of the voting power of the Association Members, and (ii) the Declarant for so long as Declarant owns any portion of the Project.

(c) **Payment of Assessments.** Special Assessments shall be due and payable within thirty (30) days after a Member receives written notice from the Operator specifying the amount of the Special Assessment, unless the Operator specifies in such notice a later date for payment, provided in no event shall any Owner be liable for any Special Assessments until its obligation to pay Regular Assessments shall have commenced hereunder.

3.8 Reimbursement Assessment. The Operator may also impose a Reimbursement Assessment against any Owner to reimburse the Operator for costs incurred in bringing the Owner and the Owner's Lot into compliance with the provisions of this Declaration, the Articles, Bylaws and rules and regulations of the Association, if any, which assessment may be imposed by the Operator after notice and an opportunity for a hearing which satisfy the requirements of § 7341 of the California Corporations Code, as set forth in the Bylaws.

3.9 Rate of Assessment. Regular Assessments, Capital Improvement Assessments and Reconstruction Assessments shall be borne by the Owners as provided in Section 3.5 above. If a Lot is further subdivided in accordance with Section 8.5, then the allocation of Common Expenses for such Lot prior to such re-subdivision shall be reallocated (but not increased or decreased) by the Owner of such Lot as among the resulting Lots created by such re-subdivision based upon land area of each such Lot by Recorded instrument setting forth the details of such reallocation. All installments of Regular Assessments shall be collected in advance on a regular basis by the Operator, at such frequency as the Operator shall determine from time to time.

3.10 Effect of Non-Payment of Assessments; Remedies of the Operator. Any assessment against an Owner and its Lot made in accordance with this Declaration shall be a debt of the Owner of the Lot from the time the assessment is due. Any assessment not paid within thirty (30) days after the due date shall bear interest from thirty (30) days following the due date at the rate of the greater of (a) twelve percent (12%) per annum, or (b) two percent (2%) per annum over the Prime Rate published in the California Edition of the Wall Street Journal most recently before the due date, or the maximum amount permitted by applicable Law. The Operator may bring an action at law against the Owner personally obligated to pay the assessment, and in addition thereto, or in lieu thereof, may foreclose the lien against the Lot. Any assessment not paid within fifteen (15) days after the due date shall be delinquent. The amount of any such delinquent assessment plus costs of collection, late charges, interest and attorneys' fees, shall be and become a lien upon the Lot when the Operator causes to be recorded in the Office of the County Recorder of Riverside County, California, a Notice of Delinquent

Assessment, which shall state the amount of such delinquent assessment and such other charges thereon as may be authorized by this Declaration, a description of the Lot against which the same has been assessed, the name of the record Owner of the Lot and, in order for the lien to be foreclosed by non-judicial foreclosure, the name and address of the trustee authorized by the Operator to enforce the lien by sale. The Notice of Delinquent Assessment shall be signed by the person designated by the Operator for that purpose or, if no one is designated, by Declarant or the President of the Association. Upon payment of the delinquent assessment and charges in connection with which the Notice of Delinquent Assessment has been recorded, or other satisfaction thereof, the Operator shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. Such lien may be enforced by sale by the Operator after failure of the Owner to pay such assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of §2924, §2924b and §2924c of the California Civil Code applicable to the exercise of powers of sale in mortgages or in any other manner permitted by Law, and for purposes of the right of Operator to enforce such lien by power of sale, each Owner hereby, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, irrevocably grants, transfers, conveys and assigns to the Operator, IN TRUST WITH POWER OF SALE, for the benefit of the Operator, any and all of such Owner's right, title and interest in and to the Lot owned by such Owner, including, without limitation, any and all Improvements located thereon, such grant, transfer, conveyance and assignment to (i) be automatically deemed effective upon the recordation of any such lien in the Office of the County Recorder of Riverside County, California, and (ii) continue until such lien has been satisfied, whether by payment by the delinquent Owner or by foreclosure by judicial process or such power of sale. The Operator shall have the power to purchase the Lot at the foreclosure sale and to hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments, interest and attorney's fees may be commenced and maintained without foreclosing or waiving the lien securing the same. Any sale or transfer of any Lot pursuant to this Section 3.10 shall not disturb the possession, or otherwise diminish the rights or enlarge the obligations, of any Occupant under any then-existing lease. If after exhausting all reasonable remedies provided in this Section 3.10, Operator shall not have collected the full amount of any outstanding and unpaid Assessment by such defaulting Owner, Operator shall have the right to impose a Special Assessment against all non-delinquent Owners on a pro rata basis as provided in Sections 3.5 and 3.7 above, except that the denominator shall not include the area of the Lot encumbered by such Notice of Delinquent Assessment so long as the defaulting Owner shall be the Owner of such Lot. Should the Operator subsequently collect from any defaulting Owner a Reimbursement Assessment for delinquent amounts previously assessed to the non-delinquent Owners as a Special Assessment, the Operator shall reimburse the non-defaulting Owners ratably their pro rata portion of the total Reimbursement Assessment amount collected by Operator.

3.11 Right of Owner to Audit Books and Records of Association. Each year, each Owner shall have the right, exercisable by delivering ten (10) days advance written notice to the Operator, to have conducted, at such Owner's cost and expense, one (1) audit of the Operator's books and records pertaining to the operation of the Project. Any such audit may encompass any or all of the three (3) previous years of the operation of the Project; provided, however, any Owner shall be entitled to audit any given year only once. If any such audit discloses any error in the determination of the proportionate share of Regular Assessments of any Owner or in the composition of any cost comprising the Regular Assessments: (a) an appropriate adjustment

shall be made promptly between the Owner(s) and the Operator to correct the error; and (b) if the error is greater than ten percent (10%) of the auditing Owner's actual proportionate share of the Regular Assessments, then the Operator shall reimburse the auditing Owner for the reasonable auditor's fees and costs incurred by the auditing Owner in having the audit performed. Any audit performed under this Section 3.11 shall be conducted by an independent certified public accountant who is a member of a nationally or regionally recognized accounting firm and who shall not be retained on a contingency fee basis.

3.12 Subordination of the Lien to Mortgages. The lien of any Assessment levied upon a Lot pursuant to this Declaration other than all liens for Common Tax Assessments shall be subordinate and subject to the lien of any Mortgage now or hereafter placed upon such Lot, which has been made in good faith and for value and recorded prior to the recordation of any such assessed lien, and the sale or transfer of such Lot pursuant to judicial or nonjudicial foreclosure of a prior Mortgage shall extinguish the lien of such Assessments (other than all liens for Common Tax assessments) as to payments which became due prior to such sale or transfer; provided, however, that the Owner shall continue to remain personally liable for all delinquent Assessments and provided further that the foreclosure of any such Mortgage shall not extinguish or preclude the right of the Operator to assess against such foreclosed Lot a Special Assessment for a pro rata reallocation of such Assessments which are unpaid by the prior Owner as provided in Section 3.10 above. No sale or transfer shall relieve such Lot from lien rights for any Assessments thereafter becoming due. Where the Mortgagee of a prior Mortgage or other purchaser of a Lot obtains title to the same as a result of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer, except for (i) all liens for delinquent Common Tax assessments, and (ii) liens or claims for a share of such Assessments resulting from a prorata reallocation of such Assessments to all Lots within the Property as a Special Assessment as provided in Section 3.10 above.

3.13 Estoppel Certificate. The Operator shall furnish or cause an appropriate officer to furnish, within ten (10) days of a written demand by any person, a certificate signed by an officer of the Operator setting forth whether the assessments on a specified Lot have been paid. A properly signed certificate of the Operator with respect to the status of assessments on a Lot is binding upon the Operator as of the date of its issuance.

3.14 Personal Liability of Owner. No Owner may exempt itself from personal liability for assessments, nor any part thereof, levied by the Operator, nor release the Lot it owns from the liens and charges of assessments pursuant to this Declaration, by waiving the use and enjoyment of the Common Areas and Maintenance Areas and facilities thereof, or by abandonment of its Lot(s).

3.15 No Offsets. All assessments shall be payable in the amounts specified by that particular assessment, and no offsets against such amount shall be permitted for any reasons, including, without limitation, a claim that the Association is not properly exercising its duties of maintenance, operation or enforcement.

3.16 Transfer of Property. After transfer of any Lot within the Project, the transferring Owner shall not be liable for any assessment levied on such Owner's prior Lot after

the date such Lot is transferred and written notice of such transfer is delivered to the Operator. The transferring Owner shall remain responsible for all assessments and charges levied on its Lot prior to any such transfer.

ARTICLE 4

ARCHITECTURAL AND DEVELOPMENT REVIEW COMMITTEE

4.1 General Control over Property. Declarant shall initially exercise all of the rights and powers of the Committee set forth in this Declaration (including without limitation Article 6 hereof), unless and until any or all of such rights and powers are assigned by Declarant as provided in this Declaration. After formation of the Association, if and when any or all of such rights are assigned by Declarant to the Committee, any consent or approval previously given by Declarant in the exercise of such rights and powers shall be binding upon the Committee and all Owners. Declarant and Committee shall follow the basic procedures for granting or denying approvals, as set forth in this Article 4, unless otherwise provided in a Supplemental Declaration (as defined in Article 16), a deed or lease of a Lot reflecting a conveyance from Declarant. Whenever this Declaration requires any matter to be approved by the Committee, such matter shall require approval by Declarant (in lieu of approval by the Committee) until such rights and powers are assigned by Declarant to the Committee pursuant to this Declaration. After such rights and powers have been so assigned to the Committee, the Committee's approval of such matters shall be required as set forth in this Declaration.

4.2 Assignment of Declarant's Rights. Declarant may at any time, and from time to time, assign all or any portion of its rights in this Declaration with respect to all or any portion of the Properties to the Committee established in this Article. Unless and until Declarant assigns any of its rights to the Committee, Declarant may unilaterally (*i.e.*, without approval of the Board of the Association, the Members or any other Owner) by Recorded instrument (i) reasonably amend from time to time the procedures for granting or denying approvals, as set forth in this Article 4, and (ii) terminate or modify the requirements for architectural review and approval by Declarant or the Committee as provided in this Declaration with respect to all or any portion of the Property in which event this Declaration shall remain in full force and effect except for the provisions so terminated or modified.

4.3 Members of Committee. The Architectural Review and Design Review Committee, sometimes referred to in this Declaration as the "Committee," shall consist of three (3) members. The initial members of the Committee shall be representatives of Declarant. Declarant shall have the right and power at all times to appoint and remove a majority of the members of the Committee or to fill any vacancy of such majority until such time as Declarant's Class B membership voting rights shall cease as provided in Section 2.5; provided, however, that Declarant may, prior to such date, transfer Declarant's rights of appointment to the Owners of a majority of the Lots by Recorded instrument. In any event the Owners of a majority of the Lots may appoint and remove at least one (1) member of the Committee. After Declarant's Class B membership voting rights cease or upon such earlier date as Declarant may have transferred Declarant's right to appoint a majority of the members of the Committee, the Owners shall have the power to appoint and remove all of the members of the Committee by vote of the Members. If and when Declarant assigns any of its rights to the Committee, as provided in Section 4.2 above, the Committee shall begin to function as a committee. The Committee shall have the

right and duty to promulgate reasonable standards against which to examine any request made pursuant to this Article, in order to ensure that the proposed plans conform harmoniously to the exterior design and existing materials of the buildings in the Properties. Association Board members may also serve as Committee members.

4.4 Removal. The right to remove any member or alternate member of the Committee shall be and is hereby vested solely in the Declarant until such time as Declarant shall transfer and assign such rights to the Association, at which time, the Association, through its Board shall possess such rights.

4.5 Terms of Office. The term of all Committee members appointed shall be one (1) year. Any new member appointed to replace a member who has resigned or has been removed shall serve such member's unexpired term. Members whose terms have expired may be reappointed.

4.6 Resignations; Vacancies. Any member of the Committee may, at any time, resign from the Committee upon written notice to Declarant, the Operator and the Board.

4.7 Duties and Appeals. It shall be the duty of the Committee to perform the functions required of it pursuant to this Declaration; to consider and act upon each Application which is submitted to it pursuant to the terms of this Declaration; to enforce the Design Guidelines if any are adopted; and to perform all other duties delegated to it by the Operator or imposed upon it by this Declaration. Any Owner may appeal any decision of the Committee upon written notice to the Committee.

4.8 Meetings. The Committee shall meet as often as it, in its sole, absolute and unfettered discretion, considers necessary or proper to perform properly its duties and obligations pursuant to this Declaration. The vote, written consent or written approval of any two (2) members shall constitute an act by the Committee, unless the unanimous decision of its members is otherwise required pursuant to this Declaration. The Committee shall keep written records of all actions the Committee takes.

4.9 Design Guidelines. The Committee may, from time to time, and in its sole, absolute and unfettered discretion, adopt Design Guidelines and amend any Design Guidelines adopted by the Committee, provided, however, that no such amendment shall apply to any previously approved (or deemed approved) Improvement within the Project. The Design Guidelines may include (a) standards and procedures for Committee review; and (b) guidelines for Improvements, which may include, but not necessarily be limited to, guidelines for the architectural design of Improvements, site plans, floor plans and exterior elevations, the size and location of buildings (including setback requirements), the height of Buildings (including architectural features), the location and pitch of slopes, requirements for grading, excavation and drainage, the location and capacity of facilities for utilities, parking areas, loading areas and docks, trash areas (including compactor pads), Exclusive Use Areas, landscaping designs and irrigation plans, color schemes, signs, exterior lighting, and finishes and materials for use in the Project. Notwithstanding the foregoing, and notwithstanding anything in any Design Guidelines to the contrary (or which may be interpreted as being to the contrary), the following are exempt from the Design Guidelines: (i) Improvements existing or under construction on the date of

recordation of this Declaration; (ii) Improvements for which the discretionary governmental approvals have been obtained from the County before the date of this Declaration; (iii) the repair, restoration and/or reconstruction of those Improvements identified in (i) and (ii) above in the event of partial or total destruction or damage thereof which is not intentionally caused by the Owner.

4.10 Variances. Declarant, and once formed the Committee, may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing and signed by an authorized representative of Declarant or the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all Laws.

ARTICLE 5

DUTIES AND POWERS OF THE OPERATOR

5.1 Operator. Declarant shall initially exercise all of the rights and powers of the Operator set forth in this Declaration (including without limitation Article 6 hereof), unless and until any or all of such rights and powers are assigned by Declarant as provided in this Declaration. After formation of the Association, if and when any or all of such rights are assigned by Declarant to the Association, any consent or approval previously given by Declarant in the exercise of such rights and powers as Operator shall be binding upon the Association and all Owners. The Operator shall be charged with the duties set forth in this Declaration, including, but not limited to, the following:

(a) **Assessments.** The Operator shall fix, levy, collect and enforce Assessments as described in Article 3.

(b) **Common Areas.** The Operator shall maintain, repair, replace, restore, operate, control and manage all Common Areas and Maintenance Areas of the Project wherever located and all facilities, Improvements and equipment located thereon, as further described in Article 13, except to the extent such maintenance has been assumed by a governmental agency or public or private utility, and except as otherwise set forth herein.

(c) **Discharge of Liens.** The Operator shall discharge by payment, if necessary, any lien against any Common Areas or Maintenance Areas of the Project or any portion thereof, and, if placed thereon as a result of the action of an Owner or Owners, assess the cost thereof as a Reimbursement Assessment (as described in Section 3.8) to the Owner or Owners responsible therefor; provided, however, that such Owner or Owners shall be given notice of the lien and the proposed discharge at least

fifteen (15) days prior to discharge by the Operator, any opportunity to be heard by the Operator, either orally or in writing, at least five (5) days prior to the proposed discharge and before a decisions to discharge is made.

(d) **Payment of Expenses.** The Operator shall pay all expenses and obligations incurred by the Operator in the conduct of its business, including, without limitation, all license fees and management fees of any third party property management company performing services for the Operator, and Common Expenses.

5.2 Operator to Manage Common Area. The management of the Common Area and Maintenance Area of the Project and administration of this Declaration, as it applies to the Project, shall be vested in the Operator. The Operator may employ or contract with third party managers, employees or other persons to manage the Common Areas and Maintenance Areas on behalf of the Operator. The Owner of each Lot covenants and agrees to the foregoing and that it shall cooperate with the Operator in the administration of this Declaration.

5.3 Transfer of Interest and Obligations of Declarant and Operator.

(a) **Permissive Transfers by Declarant.** Any and all of the rights, powers and reservations of Declarant set forth herein may be assigned by Declarant to any person or entity, provided such assignee agrees in writing to accept such assignment and to assume the duties of Declarant pertaining thereto arising after the date of such assignment. An assignee may succeed to the same rights, powers and reservations and be subject to the same obligations and duties as are herein given to and assumed by Declarant, as a successor Declarant, provided such assignee: (a) holds or acquires record title to all or any portion of the Project; and (b) Declarant (or a successor Declarant) executes and records a document which expressly names such party as successor Declarant and assigns the rights and duties of Declarant hereunder. Notwithstanding any provision of this Declaration to the contrary, Declarant may, at any time, relieve itself of its rights and obligations under this Declaration by recording a notice stating that Declarant has surrendered said rights and obligations and, upon recordation of such notice, even if it is not specified therein, said powers and obligations shall immediately vest in the Association, in accordance with Article 2. If at any time Declarant ceases to exist and has not made such an assignment, the rights and obligations of Declarant shall automatically vest in the Association, in accordance with Article 2.

(b) **Operator Transfers to Managing Agent.** Nothing in this Declaration shall preclude or be interpreted as precluding the Operator from retaining a managing agent to perform all or any portion of the duties and responsibilities of the Operator. If Operator so retains such a managing agent, then the managing agent and the Operator shall make all arrangements necessary or proper to ensure that funds accepted or received by the managing agent and belonging to Operator are deposited and handled in compliance with Law and the provisions of the Project Documents. In all events, so long as Declarant is Operator, Declarant or an affiliate of Declarant may act as managing agent.

5.4 Termination of Responsibility. The responsibilities of Declarant or its transferee pursuant to this Declaration including, without limitation, all responsibilities as Operator, shall cease at the time Declarant or its transferee ceases to own any interest (including a security interest) in the Project. Upon such transfer, the Association (pursuant to Article 2) shall assume all of the obligations and succeed to all of the rights and powers of Declarant as set forth herein.

5.5 Duties of Operator. In addition to the duties elsewhere provided for in this Declaration, and without limiting the generality thereof, the Operator shall perform the following duties:

(a) **Maintenance of Common Area and Maintenance Area.** The Operator shall maintain, repair, replace, restore, operate and manage the Common Areas, Maintenance Areas, and Common Area and Maintenance Area Improvements in the Project (including, by way of clarification, the storm drain facilities and parkway landscaping identified on the Site Plan attached hereto as Exhibit "C") as provided in this Declaration, as well as all furnishings (if any), equipment and landscaping within such areas, and all property that may be acquired and retained by the Operator for inclusion in or use in connection with the Common Area and/or Maintenance Area, and all easements located on the Common Area for the benefit of the Owners, Occupants and Permittees of the Project. Such obligations shall include:

(i) Operating, insuring, maintaining, repairing and replacing all paved surfaces of all Common Areas and Maintenance Areas, if any, so as to keep such areas in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability and with periodic replacement striping of all parking spaces.

(ii) Removing from the Common Area and Maintenance Area all papers, debris, filth and refuse, and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition; provided, however, Owners and their Occupants shall be responsible for daily sweeping and cleaning of their Lots, including all Common Area located thereon, to keep their Lots clean and free and clear of trash, dust and debris;

(iii) Operating, insuring, maintaining, repairing and replacing all Project Common Signage, where necessary;

(iv) Operating, insuring, maintaining, repairing and replacing all artificial Common Lighting Facilities as reasonably required;

(v) Operating, insuring, maintaining, repairing and replacing all Common Area Landscaping, including all Common Drainage and Irrigation Facilities and further including the maintenance of all Common Area Landscaping in accordance with the requirements of Ordinance No. 859 of Riverside County

and the County of Riverside Guide to California Friendly Landscaping (as the foregoing are adopted and any amendments thereto);

(vi) Operating, insuring, maintaining, repairing and replacing all Common Utility Lines, including all walls, common storm drains, utility lines, sewers, and other facilities for utilities which are necessary for the operation of the Common Areas and Maintenance Areas of the Project; and

(vii) Maintaining free and unobstructed access to and from the Common Areas and all other adjoining portions of the Project and to and from the Common Areas and all streets abutting the Project as permitted by applicable Laws.

(b) **Common Expenses.** Operator may contract for equipment, tools, supplies and other goods for the Common Area and Maintenance Area and may employ personnel necessary for the effective operation and maintenance of the Common Area and Maintenance Area. The cost of such maintenance, repair, replacement, restoration, operation and management by Operator pursuant to this Section 5.5 shall be Common Expenses.

(c) **Negligent Owners.** The Operator shall not be responsible for maintenance and repair of any portions of any Common Area or and Maintenance Area, the need for which arises out of or is caused by the willful or negligent act or neglect of an Owner, Occupant or other Permittee of a Lot, except to the extent covered by insurance carried by Operator and to the extent provided for in this Section 5.5. The repair or replacement of any portion of the Common Area or Maintenance Area resulting from such excluded events shall be the responsibility of the Owner (the "**Negligent Owner**") whose act or neglect, or whose Occupant(s) or Permittee(s), by act or neglect, occasioned such repair or replacement. If the Negligent Owner fails to make such repairs or-replacements as provided in this Section 5.5 within thirty (30) days from the date Operator notifies such Negligent Owner that such maintenance and repair is necessary, Operator may make such repairs or replacements, provided that the Negligent Owner is given at least fifteen (15) days prior notice of the proposed repair or replacement by Operator and the reasons therefor. If Operator makes such repairs or replacements, the cost thereof shall constitute Reimbursement Assessments chargeable to such Negligent Owner and shall be payable to Operator by the Negligent Owner within ten (10) days of demand. If, in Operator's reasonable judgment, the condition caused by such Negligent Owner or its Permittee(s) represents a dangerous condition or adversely affects the use, enjoyment, or appearance of the Common Area or of any other Lot, then Operator, or its authorized agent, may take immediate action, with or without notice to such Negligent Owner, to repair or remedy such condition and such Negligent Owner shall bear the entire cost of such repair or remedy as provided in this Section 5.5(c).

5.6 Insurance. Operator shall maintain insurance for all Common Areas and Maintenance Areas of the Project including, without limitation, (i) commercial general liability insurance on an occurrence basis insuring against claims for personal injury, death and property damage occurring in, on or about the Common Area or Maintenance Area, with such liability limits as Operator may reasonably deem necessary, subject to reasonable deductible amounts;

(ii) fire and extended coverage insurance (on an "All Risk" form) if and in such amount as deemed necessary or prudent in Operator's reasonable judgment based on the nature of Common Area and Maintenance Area Improvements within the Project; (iii) Workers' Compensation Insurance covering all employees (if any) of Operator in such amounts as required by the State of California; (iv) Employers' Liability Insurance, in such amounts as Operator may reasonably deem necessary; and (i) such other insurance as it may reasonably deem necessary or prudent in connection with the operation, maintenance and repair of the Common Area and Maintenance Area and fulfillment of its other obligations hereunder, provided the type and scope of such insurance is typically carried by owners and property managers of projects in the vicinity of the Project which are comparable to the Project. Insurance premiums for such insurance shall be a Common Expenses. Operator shall use its commercially reasonable and diligent efforts to obtain an endorsement to all such policies naming as an "additional insured" any Owner, Mortgagee, or Permittee requesting such endorsement upon condition that such party pay to Operator the actual cost of such endorsement. If Operator makes a claim under any of the insurance policies on or relating to the Common Area or Maintenance Area described above, Operator shall obtain the funds required by the deductible of the applicable insurance policy by implementing a Special Assessment in the amount of such deductible. Funds to cover costs or expenditures of any uninsured loss relating to the Common Area or Maintenance Area shall be obtained by Operator by implementing a Special Assessment in the amount of such loss.

5.7 Discharge of Liens. Operator shall discharge by payment, if necessary, any lien against the Common Area or Maintenance Area, and assess the cost thereof to the Owner(s) responsible for the existence of said lien, provided that said Owner(s) shall be given at least fifteen (15) days prior notice of the proposed discharge and the reasons therefor.

5.8 Powers of Operator. In addition to the powers elsewhere provided for in this Declaration, and without limiting the generality thereof, Operator shall have the following powers:

(a) **Adoption of Rules.** Operator may adopt reasonable, non-discriminatory "Rules and Regulations" not inconsistent with this Declaration. The Rules and Regulations shall relate to the use of the Common Area, Maintenance Area, and all facilities thereon, and to the conduct of Occupants and Permittees with respect to the Project and the Owners. Such Rules and Regulations shall be binding upon all Occupants and Permittees.

(b) **Access; Right of Entry.** For the purpose of performing any act reasonably related to the performance by Operator of its responsibilities or the exercise by Operator of its rights hereunder, Operator and the agents or employees of Operator shall have the right after reasonable notice (except in cases of regular, routine maintenance and emergencies where no notice shall be necessary) to enter any Lot, whether or not within the Common Area. In addition, Operator and its authorized agents, representatives, assignees and employees, and the County and its authorized representatives shall have the right to enter upon and inspect any Lot and the exterior of any Building or Building Appurtenances for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and take whatever corrective action may be deemed necessary or proper, consistent with the

provisions of this Declaration, and shall not be deemed guilty of or liable for trespass by reason of such entry. However, nothing herein shall be construed to impose any obligation upon Operator to maintain or repair any portion of any Lot or Improvement thereon which is to be maintained or repaired by the Owner thereof. Each Owner shall permit access to such Owner's Lot and the exterior of any Building or Building Appurtenances on such Owner's Lot by any Person authorized by Operator, as Operator may deem reasonably necessary, to perform any act reasonably related to the performance by Operator of its responsibilities or rights hereunder. Each Owner hereby waives all claims for damages for any injury or inconvenience to or interference with Owner's business, any loss of occupancy or quiet enjoyment of the Building or Lot, any claim of trespass or any other loss occasioned by Operator's entry upon a Lot or Improvement thereon pursuant to this paragraph.

(c) **Enforcement.** Operator shall have the authority to enforce this Declaration in accordance with the provisions of Article 22, below.

(d) **Acquisition and Transfer of the Project.** Operator shall have the power to acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate and maintain real and/or personal property in connection with the management of the Common Area and Maintenance Area and the administration of this Declaration, as well as the right to transfer the Common Area Lots to the Association. All costs incurred in connection with such transfer shall be a Common Expense.

(e) **Contracts.** Operator shall have the power to contract for goods and services for the Common Area and Maintenance Area in fulfilling its obligations hereunder.

ARTICLE 6 **PERMITTED USES**

6.1 Permitted Uses. Unless otherwise specifically prohibited herein, Permitted Uses shall include those uses permitted by applicable County zoning and land use regulations, provided such use is performed and carried out entirely within a Building that is so designed and constructed that the operations and uses comply with: (a) all Laws and (b) the provisions of this Declaration. If applicable Law is less restrictive than the provisions of this Declaration, the more restrictive provisions shall apply.

6.2 Prohibited Uses. Without limiting the provisions of Section 6.1 or any other provision of this Article, no Lot shall be used for any of the following activities or purposes:

- (a) Massage parlor, adult bookstore, or the production, sale or exhibition of pornographic material;
- (b) Junk yard;
- (c) Commercial excavation of building or construction materials, except in the usual course of construction of Improvements on a Lot;

- (d) Distillation of bones;
- (e) Dumping, disposal, incinerations, or reduction of garbage, sewage, offal, dead animals, or refuse;
- (f) Stockyards or slaughter of animals;
- (g) Refining of petroleum or of its products;
- (h) Smelting of iron, tin, zinc, or other ores;
- (i) Jails and honor farms;
- (j) Labor camps and migrant worker camps;
- (k) Petroleum storage yards;
- (l) Munitions related manufacturing and storage activities;
- (m) Outdoor carnivals and circuses (which shall not be deemed to include occasional promotional events related to the business being conducted in the Buildings constructed on any Lot);
- (n) Penny arcades or amusement centers, provided that entertainment/amusement venues and other similar retail/entertainment uses may be permitted with the Operator's prior written approval; and
- (o) No industrial operations shall be performed or carried out except entirely within a Building in such manner that the enclosed operations and uses do not cause or produce a nuisance to other portions of the Property, such as, but not limited to, vibration, sound, electromechanical disturbance and radiation, air or water pollution, dust or emission of odors, toxic or nontoxic matter;
- (p) Residential dwelling units of all types, provided that residential dwelling units may be permitted with the Operator's prior written approval, so long as such uses are permissible under applicable Law;
- (q) Trailer courts and mobile home parks;
- (r) Cemeteries;
- (s) Outdoor recreation parks, provided that outdoor basketball courts, volleyball courts, bocce ball courts and other similar recreational areas may be permitted with the Operator's prior written approval, so long as such uses are permissible under applicable Law;
- (t) Any use which, in the Operator's sole and absolute discretion, is considered to be objectionable as an intrusion into the environment of sound, odor, visual

effect or physical impact or that will disturb or tend to disturb the other Owners or Occupants or their Permittees in the Project;

(u) Any use that produces intense glare or heat, unless such use is performed only within an enclosed or screened area in a manner such that the glare or heat emitted will not be discernible from any property line of the Lot;

(v) Any use or operation that results in a discharge or release of Hazardous Materials on or under the surface of a Lot or into the surface or ground water of the Project, unless such discharge or release is in compliance with all applicable Environmental Laws;

(w) Any use or operation that results in air omissions of pollutants or contaminants unless such emissions are in compliance with all applicable Environmental Laws;

(x) Any emission of odorous, noxious, caustic or corrosive matter or gas, whether toxic or non-toxic;

(y) Any unusual litter, dust, dirt or debris, except as generated during construction of Improvements;

(z) Any unusual firing, explosion or other damaging or dangerous hazard, including, but not limited to, storage, display or sale of explosives or fireworks;

(aa) Any drilling for, excavation, refining and/or removal of earth materials, oil, gas, hydrocarbon substance, water, geothermal steam or any other subsurface substance of any nature whatsoever, except as part of normal grading operations in connection with construction of approved Improvements;

(bb) Any dumping, disposal, incineration or reduction of garbage or reuse of the same, other than handling or reducing such garbage in a reasonably clean and sanitary manner;

(cc) Any auction, public sale or other auction house operation; or

(dd) Any display or sale of merchandise or any storage or placement of merchandise, portable signs or other objects belonging to an Owner or Occupant of the Project outside the defined exterior walls, roof and permanent doorways of any Building.

6.3 Nuisances. No Owner or Occupant shall create or permit any public or private nuisance on any portion of the Project. All incinerators or other equipment for the storage or disposal of trash, garbage or refuse shall be kept in a clean and sanitary condition. No odors shall be permitted to arise therefrom so as to render any Lot or portion thereof unsanitary, unsightly, offensive or detrimental to any property in the vicinity or to the Occupants thereof. No use or operation shall be conducted in the Project which is noxious, offensive, unsightly or which may interfere with the quiet enjoyment of other Owners and Occupants.

6.4 Necessary Permits. Prior to commencement of any operation or use upon a Lot, each Owner or Occupant, shall demonstrate to the Committee that Owner has obtained all necessary permits for the operation or use proposed by such party.

6.5 Other Operations and Uses. Operations and uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if an Application containing operational plans and specifications are submitted to and approved in writing by the Committee. Approval or disapproval of and compatibility with such operational plans and specifications shall be based upon the effect of such proposed operations or uses on the balance of the Project and the Owners and Occupants thereof, but shall be in the sole discretion of the Committee. Prior to submitting an application to and seeking approval from the County, or any other governmental or quasi-governmental agency having jurisdiction over the Project, of any permit or approval (or any amendment or modification to any previously approved permit or approval) relating to the use, development and construction of Improvements upon any Lot not previously approved and/or exempted from the provisions of this Declaration, the Owner or Occupant shall submit the same to the Committee in accordance with Article 6 hereof.

6.6 Laws. No Owner or Occupant shall permit any activity, use or operation on any portion of the Project in violation of any Law. Each Owner and Occupant shall, upon written notice from the Operator, discontinue any use which is finally determined by any governmental entity having such jurisdiction to be a violation of any Law. Each Owner and Occupant shall, immediately upon receipt from any governmental entity of an alleged violation of any Law, provide a copy of such allegation to the Operator, notwithstanding such party's belief that meritorious defenses to such allegations exist.

6.7 Access. The Operator, and its agents, including the Committee, shall have the right, but not the obligation, to enter upon a Lot as provided in Section 12.7, for the purpose of inspecting the same, in order to assure compliance with all applicable Laws. In addition, the Operator may require disclosure of any applicable information relating to the applicable Laws or permits and any other evidence necessary to assure the Operator of an Owner's compliance with said Laws.

ARTICLE 7

REGULATION OF IMPROVEMENTS

7.1 Approval of Application Required. Subject to Section 7.11, no Improvement shall be constructed, reconstructed, rebuilt, erected, placed, altered, used, maintained or permitted to remain in the Project (i) unless the Improvement and intended use thereof conforms with all applicable Laws and this Declaration; and (ii) until plans, specifications and other documentation required by the Committee (or as otherwise specified in any Design Guidelines adopted by the Committee) for the Improvement and the intended use thereof ("**Application**") have been submitted to and approved in writing by the Committee. Each Application, including all exhibits and supporting materials and documentation, must be submitted in duplicate. Such Applications shall be in such form and shall contain such information as may be required by the Committee, but shall in any event include the following:

(a) A site development plan of the Lot showing the nature, grading scheme, kind, shape, composition, and location of all structures with respect to the particular Lot (including proposed front, rear and side setback lines), and with respect to structures on adjoining Lots, and the number and location of all parking spaces and driveways on the Lot;

(b) A landscaping plan for the particular Lot;

(c) A plan for the location of signs and lighting; and

(d) A building elevation plan showing dimensions, materials and exterior color scheme in no less detail than required by the appropriate governmental authority for the issuance of a building permit.

(e) Materials board showing samples of all exterior materials.

Material changes to previously approved plans must be similarly submitted to and approved by the Committee.

7.2 Filing Fee. As a means of defraying its costs and expenses, the Committee may institute and require that a reasonable initial filing and review fee ("**Review Fee**") accompany an Application. The initial schedule of Review Fees is set forth in the following schedule:

(a) If an Application is prepared by an Architect, the Review Fee shall be One Thousand Dollars (\$1,000.00) per building per Lot.

(b) In all other cases, the Review Fee shall be Two Thousand Dollars (\$2,000.00) per Building per Lot.

(c) If an Application is resubmitted, the Committee may require an additional Review Fee in an amount not to exceed Five Hundred Dollars (\$500.00) for each resubmission.

(d) The schedule of Review Fees may be modified from time to time by the Committee to reflect increased costs and expenses or changed circumstances, such as, but not limited to, inflation.

The Review Fee shall be applied toward fees and expenses incurred by the Committee in reviewing the Application, including without limitation fees for review of the Application by qualified professionals (e.g., professional management company, planner and/or architect). If, upon completion of the review process, the Committee determines that the Review Fee paid by the applicant Owner is insufficient to pay the fees and expenses incurred by the Committee in reviewing that Owner's Application, the applicant Owner shall pay to the Committee the amount of the insufficiency within fifteen (15) days after the Owner's receipt of written notice from the Committee requesting payment of such fees, together with a copy of the invoice or other reasonable documentation evidencing such fees and expenses.

7.3 Basis for Disapproval. The Committee shall have the right to disapprove an Application submitted to it in the event any part of the Application: (a) is not in accordance with this Declaration, and any Design Guidelines or other requirements adopted by the Committee; or (b) is incomplete; or (c) is not in compliance with the applicable governmental approvals and regulations for the Project, including without limitation, the approved site plan for the Project, or other County development standards and reputations applicable to the Property; or (d) is deemed by the Committee to be contrary to the best interests of the Project or the Owners; or (e) any combination of the foregoing. The Committee shall not unreasonably withhold its approval of an Application submitted to it, but may condition its approval on the satisfaction of one or more conditions set forth in writing. In this regard, the Committee may base its approval or disapproval on criteria which may include, but are not limited to, the following: (i) the adequacy of the Building locations and dimensions on the Lot; (ii) the adequacy of the parking to be provided; (iii) conformity and harmony of external design with neighboring structures; (iv) effect of location and proposed use of proposed Improvements on neighboring Lots and the types of operations and uses thereof; (v) the effect on traffic circulation within the Project, including without limitation queuing of trucks on A Street, (vi) relation of topography, grade and finish ground elevation of the Lot being improved to that of neighboring Lots; (vii) proper facing of main elevation with respect to nearby streets and other buildings; (viii) adequacy of screening trash facilities and mechanical, air conditioning or other rooftop installations; (ix) adequacy of landscaping; and (x) conformity of the Application to the purpose and general plan and intent of this Declaration. No Application shall be approved which does not provide for the underground installation of all utility services. The Committee may condition its approval of an Application on such changes therein as it deems appropriate such as, and without limitation, the approval of such Improvements by a holder of an easement which may be impaired thereby or upon approval of any such Improvements by the appropriate governmental entity. Any Committee approval conditioned upon the approval by a governmental entity shall not imply the Association is enforcing any government codes or regulations, nor shall the failure to make such conditional approval imply that any such governmental entity approval is not required. In reviewing or approving any Application, the Committee shall not be responsible for determining compliance with any governmental land use or building construction ordinances or requirements.

7.4 Result of Inaction. The Committee shall approve or disapprove an Application within sixty (60) days after receipt of a complete Application and the Review Fee. If the Committee fails either to approve or disapprove an Application within such sixty (60) day period, then it shall be conclusively presumed that the Committee has disapproved the Application, unless the applicant has delivered to the Committee, within fifteen (15) days after the expiration of the sixty (60) day period, a notice in writing setting forth a date of initial submittal of the complete Application to the Committee and the fact that no approval or disapproval has been given as of the date of such notice. If the Committee thereafter fails to either approve or disapprove the Application on or before the fifteenth (15th) day after the Committee's receipt of such notice, the provisions of this Declaration requiring approval of such Application shall be deemed to have been waived by the Committee with respect to such Improvements; provided, however, that such waiver shall not be deemed to be a waiver of any other covenant, condition or restriction provided herein. One (1) set of the Application shall, with the approval or disapproval of the Committee endorsed thereon, be returned to the Owner submitting it, and the other set shall be retained by the Committee for its permanent files. In the

case of a conditional approval of an Application, the written conditions shall accompany the Committee's written conditional approval.

7.5 Proceeding With Work; Construction Rules and Regulations. Upon the Committee's approval of an Application pursuant to this Article 7, the Owner to whom the approval is granted and delivered, shall, as soon as practicable, satisfy all conditions thereof (if any) and diligently proceed with the commencement and completion of all approved construction, refinishing, alterations, excavations and landscaping so that no Improvement remains in a partly-finished condition any longer than reasonably necessary for completion thereof. In addition, each Owner shall cause all work to be as nondisruptive as practicable to the Project and the guests, invitees, tenants, employees and Owners who use the Project. Each Owner shall disrupt traffic flow and parking as little as possible during construction and shall clean up daily any construction debris to the extent reasonably practicable. In all cases, subject to delays in the Owner's receipt of governmental approvals for plans approved by the Committee, work shall be commenced within six (6) months following the date of such approval. If work is not commenced within six (6) months following the date of such approval, subject to delays in the Owner's receipt of governmental approvals for plans approved by the Committee, then the approval previously given pursuant to this Article 6 shall be deemed revoked; provided, however, upon written request made prior to the expiration of said six (6) month period, the Committee may, in its sole, absolute and unfettered discretion, extend the time for commencing work. At all times during construction and other work by an Owner within the Project, such Owner shall observe the rules and regulations set forth on Exhibit E attached hereto.

7.6 Completion of Work. Construction, refinishing, alteration or excavation of any Improvements previously approved under this Article 7 shall be expeditiously completed and shall in all instances be completed within one (1) year following the commencement thereof, except for so long as such completion is rendered impossible or would result in hardship due to action of the elements, fire or other casualty, war, riot, labor dispute, inability to procure or general shortage of labor or material in the normal channels of trade, delay in transportation, delay in inspections, governmental action or inaction or moratorium or any other cause beyond the reasonable control of the Owner so obligated, whether similar or dissimilar to the foregoing, financial inability excepted. Failure to comply with this Section 7.6 shall constitute a breach of this Declaration and subject the defaulting Owner or Owners to all enforcement procedures set forth in this Declaration or any other remedies provided by law or in equity. Upon completion of construction of any Improvement, one complete set of as-built plans shall be submitted to and maintained by the Committee.

7.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) The Committee or its duly authorized representative may at any time inspect any work for which approval of plans is required under this Article 7. However, the Committee's right of inspection of newly constructed Improvements for which plans have been submitted and approved shall terminate sixty (60) days after the work of Improvement has been completed and the respective Owner has given written notice to the Committee of its completion. The Committee's rights of inspection shall not terminate pursuant to this paragraph if plans for the work of Improvement have not

previously been submitted to and approved by the Committee. If, as a result of such inspection, the Committee finds that the Improvement was done without obtaining approval of the plans therefor or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing of failure to comply with this Article 7 within sixty (60) days from the inspection, specifying the particulars of noncompliance. The Committee shall have the authority to require the Owner to take such action as may be necessary to remedy the noncompliance.

(b) If upon the expiration of sixty (60) days from the date of notification of noncompliance from the Committee, the Owner has failed to remedy the noncompliance, the Committee shall notify the Operator in writing of such failure. Upon notice to the Owner and a hearing, as provided in the Bylaws, the Operator shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date that notice of the Operator's decision is given to the Owner. If the Owner does not comply with the Operator's decision within that period, the Board, at its option, may record a notice of noncompliance and commence a lawsuit for damages or injunctive relief, as appropriate, to remedy the noncompliance. In addition, the Operator may peacefully remedy the noncompliance, and the Owner shall reimburse the Operator, upon demand, for all expenses (including reasonable attorneys' fees) incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Operator, the Operator shall levy a Reimbursement Assessment against the Owner for reimbursement as provided in this Declaration. The right of the Operator to remove Improvements which are not in compliance with the terms of this Declaration or to otherwise remedy any noncompliance shall be in addition to all other rights and remedies which the Operator may have at law, in equity or in this Declaration.

(c) If for any reason the Committee fails to notify the Owner of any noncompliance with previously submitted and approved plans within sixty (60) days after receipt of written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with the approved plans.

7.8 Estoppel Certificate. The Committee shall deliver to any Owner an estoppel certificate within thirty (30) days following receipt of a written request therefor. If the Committee does not have an as-built survey of the Owner's Lot in its files, then any such request for an estoppel certificate shall be accompanied by an ALTA map of survey or a certified as-built survey of the Owner's Lot. An estoppel certificate shall certify that as of the date of the certificate either (a) all Improvements made or work done on or within the Owner's Lot comply with this Declaration; or (b) such Improvements or work do not so comply, in which event the certificate shall identify the Improvements which do not comply and shall set forth the cause or causes for such noncompliance. Any existing or prospective Owner, Occupant or Mortgagee in good faith for value shall be entitled to rely on the certificate with respect to the matters set forth therein, such matters being conclusive as between the Committee and all such subsequent parties in interest.

7.9 Indemnity and Limitation of Liability. Neither Declarant, the Association, the Operator nor the Committee, nor any member of the Board or the Committee, nor any agents, employees or contractors of Declarant, the Association, the Members, Occupants, the Operator or the Committee (individually or collectively, “**Indemnitee**”) shall be liable for any liability, damage, loss, cost, expense or prejudice suffered, incurred or claimed by any Owner, Occupant or other person (an “**Applicant**”) who submits an Application, or by any other Person (including any other Owner or Occupant); and each Applicant who submits an Application shall forever hold each and every Indemnitee harmless from and against any liability, damage, loss, cost, expense or prejudice suffered, incurred or claimed by such Applicant, and shall forever indemnify, defend, protect and hold each Indemnitee harmless for any liability, damage, loss, cost, expense or prejudice suffered, incurred or claimed by any other Person (including any other Owner or Occupant), arising from, our of or in connection with (a) any defects in any plans, drawings, specifications or other documentation submitted in any Application, revised or approved in accordance with this Declaration, or for any structural or other defects in any work done according to such plans, drawings, specifications or other documentation; (b) the approval or disapproval of any Application, whether or not defective; (c) the construction or performance of any work, whether or not constructed or performed pursuant to an approved Application; (d) the development of any Lot within the Project; (e) the execution and filing of an estoppel certificate pursuant to Section 7.8, whether or not the facts therein are correct, provided that the Committee has acted in good faith in issuing such estoppel certificate on the basis of such information as may be possessed by it; or (f) any combination of the foregoing.

7.10 Development Requirements of County. The Property is subject to and each Owner shall comply with the development criteria, restrictions and other requirements imposed by the County. The County has the right to review and approve site development plans for each Lot pursuant to policies and standards promulgated, approved or adopted by the County, including, without limitation, the County’s Zoning Ordinance and applicable private restrictions. The County’s review may include, but shall not be limited to, sign location, telecommunications equipment and facilities, landscaping, access drives and building architecture. If any requirement imposed by the County is different from a requirement contained herein, the more restrictive requirement shall prevail. Each Owner and Occupant is responsible for identifying and conforming with all County requirements.

7.11 Improvement Standards and Limitations. All standards and limitations contained in this Declaration supplement the controls established by applicable zoning, land use-related entitlements and approvals granted for development of the Project and applicable building, fire and other governmental ordinances, codes, rules and regulations; and of the foregoing, the more restrictive shall apply. Each Owner and Occupant is responsible for identifying and conforming with all Laws.

(a) **Landscaping.** Every Lot shall be landscaped by the Owner in accordance with the Application approved by the Committee pursuant to this Article 7 and any landscaping plans approved by the County for such Lot, including without limitation compliance with the County’s Ordinance No. 859 prohibiting the use of water-intensive landscaping and requiring the use of low water use landscaping, as adopted and any amendments thereto. If not previously installed, the Owner shall also install the Common Landscaping upon such Lot in accordance with the plans and specifications adopted by

the Declarant, or as otherwise approved by the Committee. Landscaping for each Lot, as approved by the Committee, shall be installed before the earlier of the date which is ninety (90) days following (a) the date on which the first Occupant occupies the Building (or any portion thereof) on such Lot; or (b) the date of substantial completion of the Building; provided, however, the Committee may, in its sole, absolute and unfettered discretion, approve in writing another final date of landscape installation. As used in this Section, "**substantial completion**" means the date on which final County inspection is obtained for the Building shell. Once installed, landscaping in the Project shall be maintained, repaired and replaced as provided in Section 13.1 and Section 14.1 of this Declaration.

(b) **Exclusive Use Areas.** Exclusive Use Areas shall be maintained, repaired and replaced by the Owner(s) entitled to the exclusive use of such areas.

(c) **Signs.** Except for street and traffic control signs and such other signs as may be required by applicable Law, and Common Signage installed by Declarant or the Operator, no sign, billboard or other advertising shall be erected, placed or maintained within the Project without written approval of the Committee.

(d) **Parking Areas.** The Committee shall have the authority to disapprove any Application for the construction of any Building if the Application does not provide for parking in compliance with applicable ordinances, rules and regulations of the County.

(e) **Exterior Lighting.** Exterior lighting shall not be of such intensity, size, color or location as to be a nuisance to Owners, Occupants or the general public, and shall conform to any Design Guidelines developed by the Committee for the Project.

(f) **Utility Lines and Antennas.** No sewer, drainage or utility lines, cables or wires or other devices for the communication or transmission of electric current, power or signals (including, but not limited to, telephone, television, microwave or radio signals) shall be constructed, placed or maintained anywhere in or upon any Lot other than within Buildings or structures unless contained in underground conduits; provided, however, transformers and terminal equipment related thereto may be installed above ground if screened from view of adjacent streets and Lots in a manner satisfactory to the Committee. No antenna, satellite dish or disc for transmitting or receiving telephone, television, microwave or radio signals shall be placed on any Lot unless (i) such antenna, dish or disc, whether on the ground or on a Building, is screened from view of adjacent streets and Lots in a manner satisfactory to the Committee; and (ii) the prior written consent of the Committee is obtained. Nothing contained in this Section shall prohibit (x) the erection or use of temporary power or telephone facilities incidental to the construction or repair of Improvements on any Lot, or (y) the installation and maintenance of security and surveillance devices upon the exterior of Buildings, within Common Areas adjacent to such Buildings or elsewhere upon an Owner's Lot and Exclusive Use Areas. No Owner shall enter into any contract or agreement with the County, the County or any other governmental agency or entity or public utility with respect to sewer lines or connections, water lines or connections, or street improvements

(including, but not limited to, curbs, gutters, parkways, street lighting or other utility connections, lines or easements) relating to the Project or any Lot without the prior written consent of the Committee (including the Committee's approval of the contract or agreement proposed to be entered into), which may be withheld if the Committee determines such contract or agreement, or the improvements to be constructed pursuant thereto, are not consistent with the Declaration or any of the other Project Documents.

(g) **Excavation and Underground Utilities.** No excavation shall be made except in connection with construction of an Improvement, and upon completion thereof, exposed openings shall be back filled and disturbed ground shall be graded, leveled and restored to its original or approved similar condition.

7.12 Certain Improvements Exempt from Application. Notwithstanding anything in this Declaration to the contrary (or which may be interpreted as being to the contrary), the following Improvements shall be exempt from the provisions of this Article 7 and are not required to be the subject of an Application pursuant to this Article 7: (i) Improvements existing or under construction on the date of recordation of this Declaration; (ii) Improvements which are substantially consistent with the Site Plans and for which the discretionary governmental approvals have been obtained from the County before the date of this Declaration; (iii) Improvements within the interior of a Building such as tenant improvements, lobbies and other interior space; and (iv) the repair, restoration and/or reconstruction of those Improvements identified in (i), (ii) and (iii) above in the event of partial or total destruction or damage thereof which is not caused by Owner.

7.13 Disclosure and Waiver of Conflict of Interest. Board and Committee members may be elected by, appointed by, affiliated with or employed by one or more Owners. If an Owner submits an Application to the Committee for approval, Committee members appointed by such Owner may have a conflict of interest in rendering their decisions. No Owner nor any Board or Committee member affiliated with such Owner shall have any liability to any other Owner, Occupant or other Person as a result of decisions which may benefit such Owner rendered in good faith by the Board, Committee or any Board or Committee member, and each Owner hereby waives any claim of liability against each other Owner, the Board, the Committee or any Board or Committee member, based upon such conflict of interest.

ARTICLE 8 **OPERATIONS GENERALLY**

8.1 Slope and Drainage Use. The Owner of each Lot will permit free access by Owners of adjacent or adjoining Lots and by Declarant to slopes or drainageways located on the Owner's Lot which affect such adjacent or adjoining Lots when such access is required for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the Lot on which the slope or drainageway is located. No Owner shall in any way interfere with or obstruct the established surface drainage pattern over the Owner's Lot from adjoining or other Lots, and each Owner shall make adequate provisions for proper drainage in the event it is necessary to change the established drainage over the Owner's Lot. For the purpose of this paragraph, "**established**" drainage is defined as the drainage patterns at the time the overall grading of each Lot is completed in accordance with the

County-approved grading plans therefor. Upon completion of final grading of a Lot, no surface drainage shall be directed across any portion of an adjoining Lot (unless an easement for such purpose is granted herein or on the Parcel Map); all surface drainage shall be directed to a public street or into the underground drainage system. Each Owner shall maintain, repair and keep free from debris or obstruction the drainage system and facilities (if any) located on his Lot.

8.2 No Shared Parking. As of the date of this Declaration, there shall be no shared parking within the Project, unless otherwise approved by the Operator and the County. Parking on each Lot is intended to be available for use only by the Owner, Occupant and other Permittees of that Lot; provided, however, that such Owner may, by separate written agreement with any other Owner(s) of a Lot or Lots permit a sharing of such facilities.

8.3 Storage and Loading Areas. No Owner shall store or permit to remain on such Owner's Parcel outside of a Building any materials, supplies, storage boxes, equipment, inventory or work in process or products unless (i) such storage complies with all applicable laws, rules, regulations and permits, and (iv) the Committee has approved such proposed storage in its sole, absolute and unfettered discretion. In clarification of the foregoing, improvement plans and proposed use of areas for the storage of trailers shall be subject to review and approval by the Committee in accordance with the provisions of Article 7 above.

8.4 Inspection. The Operator, members of the Committee and their authorized representatives may from time to time, at any reasonable hours, enter upon and inspect any Lot, or any portion thereof, or Improvements thereon, to ascertain compliance with this Declaration and other Project Documents, but without obligation to do so or liability therefor provided, however, no such entry shall be permitted to inspect the interior or exterior of any building improvements without at least five (5) business days' prior written notice and a statement for the reasons such entry is permitted or required under the Project Documents.

8.5 Division of Land. No Lot shall be subdivided or resubdivided without the prior written approval of the Operator which may be withheld in its sole, absolute and unfettered discretion and all other required government approvals. If a subdivision or resubdivision of a Lot is so approved, each of the Lots created as a result of the subdivision or resubdivision shall be subject to this Declaration and the other Project Documents.

8.6 Hazardous Materials. Without limiting the provisions of Section 6.6, each Owner with respect to the Lot(s) owned by such Owner covenants to do as follows:

(a) At all times and in all respects to comply, and cause all of its Occupants to comply, with all Environmental Laws.

(b) Each Owner shall cause its Occupants and Permittees to procure, maintain in effect and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for its or its use of the Project, including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Project. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Environmental Laws, no Person shall cause any Hazardous Materials removed from the Project to be removed and transported

except solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Each Owner, Occupant and user shall in all respects handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Project in total conformity with all applicable Environmental Laws and prudent industry practices regarding management of such Hazardous Materials.

8.7 Payment of Taxes, Liens. Each Owner shall pay or cause to be paid prior to delinquency the Real Property Taxes and Assessments and all other public, governmental, quasi-public or quasi-governmental charges which are or may become a lien upon such Owner's Lot(s) and Exclusive Use Areas benefiting said Owner ("**Impositions**"), and all other liens or charges which may be or become superior to this Declaration or any amendments thereto. Each Owner shall have the right, at its own cost and expense, and in its own name, to contest or protest or seek to have reviewed, reduced, equalized or abated any Imposition levied upon its Lot(s) by first paying such Imposition and thereafter filing a claim for refund or pursuing such other remedy as may then be available under and in accordance with California law. Upon final determination of any such proceeding, the protesting Owner shall pay the Imposition for which it is responsible pursuant to this Section as they are finally determined and all penalties, interest, costs and expense which may thereupon be due or have resulted therefrom.

8.8 Maintenance of Lots. Each Owner shall cause to be maintained and repaired in good order, condition and repair as provided in Section 13.1, all Buildings, Building Appurtenances and other Improvements, structures, all exterior lighting, exterior signs, walks, driveways, lawns and landscaping and the drainage, irrigation and/or utility facilities or structures on such Owner's Lot which serve such Owner's Lot or Building exclusively (excepting any portion of such Owner's Lot and such facilities which constitute Common Area and is maintained by the Operator as Common Areas pursuant to this Declaration). Each Owner shall cause all graffiti, rubbish, debris and unsightly material and objects of any kind to be regularly removed and not allowed to accumulate on or in the areas and Improvements referred to above within such Owner's Lot.

8.9 Outside Installations. No exterior radio antenna, "CB" antenna, television antenna, satellite dish, earth receiving station, or other antenna of any type shall be erected or maintained within the Property except as authorized by the County and the Committee and except in complete compliance with County Ordinances related to telecommunications facilities and equipment. Declarant may grant easements for such purposes. All rooftop equipment (including without limitation satellite dishes, antennae and other communication devices, ventilators, HVAC components or solar panels) must be related to the operation of the business in the Improvements located on the Lot, and must be screened from public view within the Project, and from any streets adjacent to the Project. The Operator is hereby authorized to enforce the restrictions of this Section 8.9 by any reasonable means, including without limitation, removing any rooftop equipment in violation of this Section 8.9. The Owner of the Lot with the rooftop equipment in violation of this Section 8.9 shall pay all costs of the enforcement actions as a Reimbursement Assessment.

8.10 Leases. This Declaration is intended to be binding upon all lessees and tenants of any Lot, or portion thereof. To ensure the binding effect on tenants and lessees, each Owner agrees, by acceptance of the deed or ground lease by which such Owner acquired title or a

leasehold interest in a Lot, not to rent or lease all or any portion of such Owner's Lot to any person, partnership, corporation, trust, or any other entity except pursuant to a written lease or rental agreement expressly referring to this Declaration pursuant to which (i) the lessee or tenant accepts the leasehold estate subject to this Declaration, and (ii) the lessee or tenant agrees to perform and comply with the restrictions herein or to permit entry and other actions by the lessor for the purpose of performing and complying with these restrictions.

ARTICLE 9 **COMMON AREA**

9.1 Use. Subject to the provisions of this Article 9 and such other provisions of this Declaration regarding restrictions upon use, the Common Areas and Maintenance Areas of the Project, shall be used solely for the purposes specified in this Article 9. In addition, no Owner or Occupant shall use or permit to be used the Common Areas or Maintenance Areas, if any, for any use other than the following:

(a) Pedestrian and vehicular ingress and egress by Occupants and their Permittees, to and from Buildings and adjacent public streets;

(b) Sidewalks, walls, ramps, driveways, lanes, curbs, gutters, seating areas, flagpoles, bike racks, kiosks, bus stops and similar facilities for accommodating public transportation, traffic control areas, signals, traffic islands, landscaped areas, traffic and parking lighting facilities and monument signs with appropriate underground electrical connections, and all things incidental thereto, all as approved by the Committee and only in locations approved by the Committee;

(c) Public utility installations serving Buildings or the Common Areas or Maintenance Areas;

(d) Ingress and egress of delivery and service vehicles to and from the Project or any portion thereof and adjacent public streets;

(e) Delivery of goods, wares, merchandise and providing services to Occupants of the Project;

(f) Perimeter walls and fences;

(g) If required by Law, recycling facilities or pickup points, the location of which are approved by the Committee;

(h) Lighting standards, Common Landscaping, and any other landscaping or Common Areas Improvements as may be required under applicable controls and regulations of the County. Owners may also install and maintain security and surveillance devices upon such Owner's Building or elsewhere within such Owner's Lot, subject to compliance with all terms of this Declaration related thereto; and

(i) Installation of emergency generator equipment, telecommunications equipment or similar facilities or structures in the Common Areas serving the Occupants

of one or more Buildings, subject to approval of the location and design by the Committee.

9.2 Modification of Common Areas. The initial design of the pattern of traffic flow over the Common Areas within the Project shall be as shown on the Site Plan attached hereto as **Exhibit "C"**). Declarant reserves the right in the course of the initial development of the Project to designate additional portions of the Lots of the Project as Common Areas of the Project. The Operator shall have the right, to relocate or reconfigure the Common Areas of the Project provided that: (i) any direct costs incurred in connection with such relocation shall be paid by the Association; (ii) the amount of parking available on the Property within reasonable proximity to a subject Lot shall not be less than that required by the County or pursuant to agreement between the Association and any Owner affected by such relocation or reconfiguration; and (iii) no Lot shall be deprived of reasonable access for ingress and egress from the public streets abutting or within the Property to such Lot.

9.3 Parking Regulations. No vehicle shall be parked on a Lot other than within striped parking spaces thereon, within a Building or within a storage area prepared in accordance with this Declaration, except temporarily while loading or unloading at a doorway or loading area of a Building. No Person shall store or keep anywhere on a Lot or any public street abutting such Lot, (i) any inoperable commercial vehicle, dump truck, cement mixer truck, oil or gas truck, or (ii) any operable or inoperable camping trailer, boat, aircraft, mobile home, recreational vehicle, motor home or any other similar vehicle except within an enclosed building or behind a visual barrier, prepared in accordance with Article 7 hereof, screening the sight of such vehicles from the building pads on the other Lots within the Property. No Person shall conduct repairs, restorations, or painting of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Property except wholly within an enclosed Building. No parking shall be permitted which may obstruct free traffic flow, constitute a nuisance, or otherwise create a safety hazard.

9.4 Construction and Repair. All construction, alteration or repair work requiring workers to perform activity or to use or locate materials, tools or equipment (such as, but not limited to, compressors, sawhorses, tool boxes, scaffolds, ladders and barricades) in the Common Areas (other than Exclusive Use Areas) on a Lot (primarily being the Common Utility Lines) or in the Common Areas, shall be subject to the prior written approval of the Operator and shall be accomplished in the most expeditious and speedy manner consistent with ongoing business operations within the Project. The Owner or Occupant undertaking such work shall take all measures necessary to minimize any disruption or inconvenience caused by such work. Such work shall be accomplished by the Owner or Occupant undertaking it in a reasonable manner so that any damage or adverse effect which might be caused by such work to any other Owner or Occupant or to any Lot (including the Lot on which the work is being accomplished) is minimized. The Owner or Occupant undertaking such work shall repair at its own cost any and all damage caused by such work and shall restore the affected portion of any Lot (including the Lot upon which such work is performed) to a condition which is equal to or better than the condition which existed prior to the beginning of such work. In addition, the Owner or Occupant undertaking such work shall pay all costs and expenses associated therewith and shall indemnify, protect, defend and hold Declarant, the Operator, the Association and all other Owners and Occupants harmless from all liabilities, damages, losses, costs, expenses or claims arising out of,

in connection with or attributable to the performance of such work. Except in cases of emergency, all such work shall be undertaken only after giving the Operator ten (10) days prior written notice of the work to be undertaken, the scope and nature of the work, the duration of the work and the area in which the work is to be performed.

9.5 Lighting the Common Areas. The provisions of this Section shall be subject to any resolution or resolutions to the contrary which may be adopted by the Operator from time to time. Common Area Lighting (other than lighting necessary for security of the Project or portions thereof) shall be turned on at least thirty (30) minutes before sunset (but not more than one (1) hour before sunset) and shall remain on each day until at least 11:00 p.m., unless to do so is contrary to any law, rule, statute or ordinance then in effect, in which event, the standard so prescribed shall be adhered to while in effect. Common Area Lighting representing not less than twenty-five percent (25%) of full intensity of the Common Area Lighting system, uniformly distributed throughout the Common Areas, shall remain on each day after 11:00 p.m. until dawn for security purposes, unless all of the Owners consent to a lesser amount of lighting in writing, or unless to do so is contrary to any law, rule, statute or ordinance then in effect, in which event, the standard so prescribed shall be adhered to while in effect. If "special" lighting (other than lighting necessary for security of the Project) is required or if regular lighting is required for a time later than the foregoing by any Owner or Occupant of the Project, then the electricity to service such lighting requirements shall, if reasonably feasible, be separately metered and all expenses thereof shall be paid by the Owner(s) or Occupant(s) who requires the special service. If such separate metering is not reasonably feasible, then the cost of such special lighting shall be determined and equitably prorated based on the amount of time required by each such Owner or Occupant and the Rentable Area of the Building of each Owner or Occupant in relation to the Rentable Area of the Buildings of all of the Owners or Occupants requiring the special service; all such prorated expenses shall be paid by the Owners or Occupants which require the special service.

9.6 Signs. Except for directional signs for guidance within the parking and driveway areas of the Common Area, freestanding Common Area monument signs at locations established by Declarant, and such other signs as may be required by Law (such as signs warning of hazardous substances), no sign shall be erected or maintained upon any Lot which is not in conformance with the Sign Program for the Project (subject to such variances as may be granted by the Operator as provided in Section 9.6(b) below). Subject to the foregoing, each Owner shall have the right to erect, maintain and replace signs on the exterior of the Buildings located on its Lot, provided such signs shall be constructed so as to lie flat against such exterior fascia facing outward and shall not protrude more than two (2) feet from the surface thereof, and provided further, in no event shall signs be located on the roofs (excluding canopies so long as no sign is erected on a canopy which sign will extend above the height of the Building roof) of any Buildings in the Project without the prior written consent of the Operator. Except as expressly permitted herein, there shall be no signs in the Project without the prior written approval of the Operator.

(a) Without limiting the foregoing, no sign, poster, display, billboard or other advertising device of any kind shall be erected, hung, flown or otherwise displayed to the public view on any portion of the Project, or on any public street abutting the Project, without the prior written consent of the Committee or unless otherwise permitted in a

Supplemental Declaration, except (a) traffic and other Common Signs installed by Declarant as part of the original construction of the Project, or (b) signs, regardless of size, used by Declarant, its successors or assigns, to advertise the Project during the construction and sales period. All signs or billboards and the conditions promulgated for the regulation thereof shall conform to all Laws.

(b) If an Owner desires to vary from the Sign Program for the Owner's Lot to accommodate the needs of a particular Occupant(s) for exterior signs, the Owner shall, at the Owner's sole cost and expense, prepare or cause to be prepared the proposed variance from the Sign Program. The Owner shall submit the proposed variance to the Committee for the Committee's review and approval, which, to ensure aesthetic harmony and consistency within the Project, the Committee may withhold in the Committee's sole and absolute discretion. If the Committee approves the proposed variance from the Sign Program, such Owner shall be entitled to seek variance from the design criteria imposed by County and any other applicable governmental regulations or requirements governing exterior signs in the Project (collectively, "**Government Sign Restrictions**") so that the Government Sign Restrictions will permit the Owner's proposed variance from the Sign Program. The Committee may, in its sole and absolute discretion, at such Owner's request and expense, reasonably cooperate with such Owner in seeking such variance from the Government Sign Restrictions.

(c) Declarant reserves for itself and for the Operator, the right to grant rights to Owners and/or Occupants ("**Sign Panel Users**") to place identification sign panels (individually a "**Sign Panel**" and collectively "**Sign Panels**") on any multi-tenant monument signs which may from time to time be constructed by Declarant or the Operator within the Project. Except as expressly granted by Declarant or the Operator, no other Owner or Occupant shall have any rights to place any Sign Panels on any multi-tenant monument signs within the Project. All Sign Panels shall be maintained by the Sign Panel User to whom such Sign Panel(s) belong or by the Operator at the sole cost of the Sign Panel User to whom such Sign Panel(s) belong. Except as otherwise provided herein, each Sign Panel shall comply with the Sign Program.

(d) Each Sign Panel User shall be solely responsible for all costs to fabricate, obtain permits for and install its individual Sign Panels on the monument sign to which it has been granted rights hereunder. Each Sign Panel User shall maintain its Sign Panel(s) and all individual illuminating components serving such Sign Panel(s) in an attractive and good, clean and first-class state of order and repair, including the prompt replacement of broken, faded or damaged sign panels, the prompt replacement of burned-out or broken light bulbs and the prompt removal and repainting of graffiti. The sign easements granted in this Declaration include a right of entry for Sign Panel Users and their contractors to conduct sign panel installation, replacement and maintenance, provided such entry and work shall not interfere with the use of the monument sign by other Sign Panel Users or the use and enjoyment of the grantor Owner's Lot, by such Owner or its Occupants, and the Sign Panel User conducting such work shall promptly repair any damage to the monument sign or any other improvements (including landscaping) on the Parcel on which the monument sign is located which is caused by such entry and work and shall indemnify, defend and hold the other Sign Panel Users and the Owner on whose

Parcel the monument sign is located harmless from and against any and all claims arising from such entry. If any Sign Panel User fails to properly repair and maintain its Sign Panel, and does not cure such failure within thirty (30) days following written demand to do so from the Operator or any other Sign Panel User or Owner, then the Operator may undertake and perform such maintenance, repair and/or the replacement of the Sign Panel in question. Any party undertaking such work may replace the Sign Panel with an appropriate-colored blank Sign Panel, in order to maintain the Sign Panel in first-class appearance as provided for above. The Sign Panel User which has failed to properly maintain its Sign Panel shall reimburse the party performing such curative work for all costs incurred to correct such failure, together with interest at the lesser of ten percent (10%) or the maximum legal rate.

(e) Each Sign Panel User hereunder (whether or not it has assigned its rights to an Occupant) shall pay its pro rata share of the costs reasonably incurred by the Operator to design, construct, install, illuminate, operate, repair, replace and maintain the Monument Sign, said payment to be made within thirty (30) days following receipt of each periodic billing from the Operator (to occur not more often than monthly).

ARTICLE 10 **EMINENT DOMAIN**

If the whole or any part of the Project is taken by right of eminent domain or any similar authority of law, the entire award for the value of the land and improvements so taken shall belong to the Owner(s) of the property so taken or to their Occupants, as their interest may appear, and no other Owner of land in the Project shall claim any portion of such award by virtue of any interest, easement or other right created by this Declaration; provided, however, any such other Owner may file a collateral claim with the condemning authority over and above the value of the land and improvements being so taken to the extent of any damage suffered by such Owner resulting from the severance of the area so taken, provided such collateral claim does not diminish the amount recoverable by the Owner(s) of the property so taken. In the event of a partial taking, the Owner(s) of the portion of the Project so condemned shall restore the remaining portion of the Project owned by such Owner(s), including improvements in the Common Areas, as nearly as possible to the condition existing just prior to such condemnation, without contribution from the Owners of the area not so taken and any condemnation award necessary therefor shall be held in trust and applied for such purpose; provided, however, that if any Mortgagee of any property in the Project makes the requirement pursuant to a provision in a Mortgage that the portion of the award representing compensation for severance damage to property not taken be paid to the Mortgagee, then the party required to make such payment to such Mortgagee shall not be obligated to restore the remaining portion of its Lot(s) so taken, except to the extent necessary to clear and pave for parking and/or landscape in accordance with plans approved by the Committee.

ARTICLE 11 **MUTUAL RELEASE**

Each Owner, for itself and, to the extent it is legally possible for it to do so, on behalf of its insurer, hereby releases the other Owners, Declarant, the Operator, the Association, the Board

and the Committee from any liability for (a) any loss or damage to the property of each Owner located upon or in the Project, including Buildings and other improvements in the Project or the contents thereof caused by fire or other risks of the type generally covered by a standard policy insuring against "all risk" perils (also known as "**special causes of loss**"); and (b) any other direct or indirect loss or damage caused by fire or other risks, which loss or damage is of the type generally covered by a standard policy insuring against "all risk" perils (also known as "**special causes of loss**").

ARTICLE 12 **EASEMENTS**

12.1 Grant of Easements. So long as Declarant is an Owner, Declarant shall have the right to establish, create and grant to others non-exclusive easements over portions of the Property which it owns, at such location or locations as Declarant shall deem advisable for:

- (a) the construction, maintenance and use of walkways, driveways and other passageways over the Property to provide ingress and egress to all portions of the Property;
- (b) the construction, installation and maintenance of landscaping, including trees, shrubs, lawns, flowers, foundations and similar items; and
- (c) other uses compatible with the purposes of this Declaration.

12.2 Grants of Easements over Common Areas.

(a) Declarant hereby reserves to itself, its successors and assigns, and agrees that it will and does hereby grant to each Owner of any Lot within the Project, and their respective Occupants and Permittees, non-exclusive perpetual easements for access, ingress and egress by vehicular and pedestrian traffic and vehicle parking upon, over and through the designated pedestrian and vehicular traffic circulation patterns and parking areas as may be established by Declarant from time to time upon any Common Area located upon any Lot for those purposes and any Maintenance Area that may comprise sidewalk or other areas intended for vehicular or pedestrian traffic; provided, however, Declarant shall not be entitled to redesignate or establish new pedestrian or vehicular traffic circulation patterns on Lots that have been conveyed to an Owner without such Owner's prior written approval.

(b) Declarant hereby reserves to itself, its successors and assigns, and agrees that it will and does hereby grant to the Operator, the Association and each Owner of any Lot within the Project, and their respective Occupants and Permittees, an easement over the Common Areas of the Project for the purpose of grading and installation of utilities, landscaping, irrigation and drainage facilities, and other Improvements, as necessary or appropriate to complete the improvement of such Common Areas pursuant to the conditions of approval of the Parcel Map and other applicable Laws.

(c) Declarant hereby reserves to itself, its successors and assigns, and agrees that it will and does hereby grant to the Operator and the Association, and their agents

and representatives, an easement over all Common Areas and Maintenance Areas of the Project as necessary to exercise the rights and to perform the duties of Declarant, the Operator and the Association, respectively, as set forth in this Declaration, including without limitation, for the purpose of operating, maintaining, repairing, reconstructing, restoring and replacing all Common Area and Maintenance Area Improvements, Common Landscaping, Common Lighting Facilities, and Common Utility Lines.

(d) Declarant hereby reserves to itself, its successors and assigns, and agrees that it will and does hereby grants to the Association and Owners, and their agents and representatives, easements for the installation, maintenance, repair and replacement from time to time of any Common Signage permitted under this Declaration;

(e) Declarant hereby reserves to itself, its successors and assigns, and agrees that it will and does hereby grants to the Operator, the Association and Owners an easement over the Common Drainage Facilities for drainage purposes.

The Common Areas and Maintenance Areas, including all areas subject to the easements granted herein, shall be maintained as further described in Article 14. All easements granted herein to Owners shall be appurtenant to and shall pass with title to each such Owner's Lot and may be used by the Owners and Occupants of each such Owner's Lot, and their respective Permittees, subject to any restrictions set forth in this Declaration.

12.3 Utility Easements. Declarant hereby reserves for its own use and benefit, and for the use and benefit of the Operator, the Association and all Owners, non-exclusive easements over, upon and within all Common Areas and Maintenance Areas of the Project for the location, installation and maintenance of utilities and drainage facilities of convenience or necessity as may be requested or required by the Declarant, the Operator, the Association or any Owner provided that the grant or reservation thereof does not unreasonably interfere with the normal operation, improvement, and use of the Common Areas, Maintenance Areas and the Buildings constructed within the Project, and no affirmative monetary obligation is imposed upon the Owners (other than the Owner benefiting from such easement). Declarant (or the Operator where there no longer is a Declarant) shall have the authority to grant additional easements or rights-of-way for utilities over the Common Areas and Maintenance Areas as necessary to serve the Common Areas, Maintenance Areas and/or the Lots. Any such easements shall be subject to review, approval and execution by the Owners of such portions of the Lots affected by any such easements, such approvals not to be unreasonably withheld or delayed. The Owner of any Lot and any of his Occupants or licensees shall have the right at all reasonable times to enter upon the land subject to said easements and to install, maintain, operate, repair and service utilities and drainage facilities thereon for the use and benefit of his Lot; provided, however, any such Person shall restore said land, at his own expense, as nearly as practicable, to the same condition as existed prior to such entry and shall comply with the provisions of Section 14.7. The Owner of any Lot shall have the right to assign the benefit and use of any such easement to any public or private utility company, agency or district for the purpose of installing, operating, repairing, servicing and maintaining utilities or drainage facilities and enforcing the easement rights. For purposes hereof, "utilities" shall include electricity, gas mains and lines, water distribution lines, storm water sewers, sanitary sewers, telephone, fiber optic, cable TV, and telegraph cables and lines, and other similar or related facilities commonly regarded as utilities. All storm drains,

utility lines, transformers and meters shall be maintained under the terms of this Declaration in a safe and good working condition by the party responsible therefor. No grantee of a utility easement shall in the use, construction, reconstruction, operation, maintenance or repair of any storm drains, utility lines, transformers and meters in any way interfere, obstruct or delay the business of any Owner or Occupant, or the public access to and from said business or interfere, obstruct or delay in any way the receiving of merchandise by any Owner or Occupant. Without limiting the foregoing, wherever chilled water supply lines, chilled water return lines, sanitary sewer lines, water service lines, electricity, gas, telephone, cable television and data cable lines and conduits, storm drain facilities and related connections, facilities and other utilities (collectively, the "**Utilities**") are installed on and under the Property, each Owner of any Lot served by any Utilities (a "**Served Owner**") and each public or private utility company, sanitation district or other governmental authority that is now or may hereafter become responsible for the maintenance of any Utilities on the Served Owner's Lot (collectively, the "**Responsible Utility Companies**") shall have the right, and there is hereby granted to each Served Owner and each Responsible Utility Company by each Owner of a Lot (a "**Burdened Lot**") on which are located any Utilities serving such Served Owner's Lot, a non-exclusive easement on, over, under and across all portions of the Burdened Lot on which are located Utilities for the purpose of inspecting, repairing, maintaining, replacing and reconstructing such Utilities when and as necessary, together with the right to enter upon the Burdened Lot to the extent and for such period of time as may be necessary to permit the exercise of the foregoing right and easement; provided, however, that (i) with respect to any Utilities that the Operator is required to maintain pursuant to Section 14.1 below, the Operator, and not the Served Owner, shall be entitled to exercise right and easement hereby granted to the Served Owner; (ii) any Person that proposes to enter upon a Burdened Parcel for the purpose of exercising the rights and easements hereby granted shall first give not less than forty-eight (48) hours' prior written notice of the proposed entry to the Owner of the Burdened Lot and shall further coordinate and manage such entry and any related maintenance, repair or construction work with the Owner of the Burdened Lot in such a manner as to minimize any resulting inconvenience to the occupants of the Burdened Lot; however, such written notice shall be waived when entry is required under emergency circumstances; (iii) the Owner of the Burdened Lot shall have the right, at its sole expense, in cooperation with any applicable Responsible Utility Company and at no cost or expense to the Served Owner, to relocate any Utilities on the Burdened Lot to another location on the Burdened Lot that is feasible from an engineering standpoint, to the extent that such relocation is necessary to permit the construction of new structures or the expansion of existing structures on the Burdened Lot; and (iv) any Person exercising the right and easement hereby granted shall, at its sole expense, promptly repair any and all resulting damage to the Burdened Lot or the Improvements and landscaping on the Burdened Lot (including without limitation any damage to other Utilities). In the event of any relocation of Utilities on a Burdened Lot, (i) the easement hereby granted shall automatically be deemed to apply to the Utilities as relocated, without the necessity of any instrument being delivered or recorded, and (ii) at the request of the Served Owner, the Owner of the Burdened Lot and the Served Owner shall execute, acknowledge and cause to be recorded an instrument in form and content reasonably satisfactory to the Served Owner for the purpose of confirming the relocation of the easement hereby granted without limiting the generality of the foregoing provisions, each Served Owner, by accepting title to such Served Owner's Parcel, hereby agrees to indemnify and hold harmless the owner of the Burdened Lot on which are located any utilities serving such Served Owner's Lot from and

against any and all claims, demands, liabilities, losses, obligations, causes of action, judgments, damages, costs and expenses of any nature that the Owner of the Burdened Lot may incur or suffer in connection with the exercise by the Served Owner or its authorized representatives of the easement granted in this Section 12.3(b)

12.4 Encroachments. Declarant hereby grants to all Owners for the benefit of each Lot the following mutual reciprocal perpetual easements for the purpose of providing subjacent or sublateral support for underground building footings, foundations and similar encroachments or intrusions ("**Encroachments**"):

(a) Upon any Lot for the benefit of any other adjoining Lot as a result of minor errors during the course of construction of any Improvements thereon, so long as any such Encroachment does not materially and adversely affect the reasonable use and development of any Lot being encroached upon or any Common Area Improvements thereon and is constructed pursuant to plans and specifications approved as provided in Article 7 below; or

(b) Upon any Lot for the benefit of any adjoining Lot as a result of minor settlement, shifting or movement of a building on such adjoining Lot following any such intrusion.

In the event of any such Encroachment, the Owner of such encroaching Improvement (other than Declarant) may be required by the Operator to prepare and process a lot line adjustment at the cost of such encroaching Owner. Except as to portions of the easement areas described above which are actually occupied by any Encroachment from time to time, such easements shall be non-exclusive and may be used for the installation of utilities or other facilities or any surface uses which do not unreasonably interfere with the use thereof for any Encroachment described above.

12.5 Construction and Repair. In addition to the foregoing and in connection with any work performed upon a Lot, incidental encroachments into or upon the Common Areas (if any) within that Lot shall be permitted in connection with the use of ladders, scaffolding, storefront barricades and similar facilities resulting in temporary obstruction of portions of the Common Areas, all of which are permitted under this Section so long as their use is kept within reasonable requirements of construction work expeditiously pursued. The Common Areas may be used for ingress and egress of vehicles transporting construction materials, equipment and Persons employed in connection with any work provided for in this Declaration. The Common Areas (if any) within the Lot upon which the construction is taking place may also be used for temporary storage of material and vehicles being used in connection with such construction, subject to all of the other terms of this Declaration. Reasonable precautions and measures shall be taken so that any disturbance to the use of the Common Areas generated by such encroachments will be minimized.

12.6 Obstructions Within Common Areas. Except as otherwise expressly provided in this Declaration and guarded gates and barriers as depicted on the Site Plan or otherwise approved in accordance with this Declaration, no walls, fences, barriers or obstructions of any sort or kind shall be constructed or maintained in the Project, or any portion thereof, by any

Owner, its agent or Occupant, which prevent or impair the use or exercise of any of the easements granted in this Article 12, including, but not limited to, the ingress and egress of vehicular and pedestrian traffic and parking within and upon the Common Areas and Maintenance Areas; provided, however, reasonable traffic controls (including speed bumps) as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways are not closed or blocked and the traffic circulation pattern of the Common Areas is not changed or affected in a substantial way; and provided further, temporary fences made of security chain link may be erected to cordon off areas of construction activity (including staging areas for equipment and materials).

12.7 Right of Entry by Declarant, Association, Operator. Declarant, the Association, the Operator, and their employees, agents, and contractors are hereby granted the right to enter upon the Common Areas, Maintenance Areas, and upon any other portion of the Project, to the extent reasonably necessary, to repair, improve, maintain and operate the Common Areas and Maintenance Areas and to exercise the rights and to perform the duties imposed by this Declaration on the Operator or the Association. Such right of entry upon portions of the Project other than the Common Areas and Maintenance Areas shall be exercised so as to interfere as little as reasonably possible with the possession, use and enjoyment of the Owner or Occupants of such portion and shall be subject to the provisions of Section 8.4. The Association shall indemnify, protect, hold harmless and defend the Owner and Occupants of each Lot over which the foregoing easements are reserved from and against all liabilities, losses, liens, damages, claims, costs and expenses and arising from or caused by the use of such Common Areas and Maintenance Areas by the Declarant, Association, and Operator.

12.8 Entry by Owners. In connection with any entry by an Owner onto any Common Areas or Maintenance Areas for purposes of exercising such Owner's rights pursuant to utility or drainage easements pursuant to Section 12.2, or performing any other work on the Common Areas or Maintenance Areas (not including Exclusive Use Areas within such Owner's Lot) permitted under this Declaration or otherwise approved by the Operator, such Owner shall, at its expense:

- (a) Maintain, at all times during such period of entry, commercial general liability insurance with a combined single limit per occurrence of at least \$2,000,000, naming the Association (and the Owner and Occupants of such Common Areas or Maintenance Areas if not owned by the entering Owner) as additional insureds, and providing that such coverage shall not be terminated or modified without at least thirty (30) days' prior written notice to the Operator;
- (b) Deliver to the Operator a certificate evidencing that such insurance is in full force and effect prior to entry onto such Common Areas or Maintenance Areas;
- (c) Perform all work in a safe manner, insure that no hazardous condition remains on such Common Areas or Maintenance Areas, and repair any damage thereto;
- (d) Keep such Common Areas and Maintenance Areas free and clear of all mechanics' or materialmen's liens arising out of such Owner's activities;

(e) Comply with all applicable Laws in connection with such work; and

(f) Indemnify, protect, hold harmless and defend the Association, the Operator and the Owner and Occupants of such Common Areas and Maintenance Areas from and against all liabilities, losses, liens, claims, damages, costs and expenses (including attorneys' fees and court costs) for labor or services performed or materials furnished to or for such Owner, or for personal injury, death or property damage, arising out of or related to such Owner's entry or breach of the provisions of this Section 12.8.

12.9 Easements by Owner. Upon the reasonable request of the Operator, an Owner shall grant to the Operator such additional easements over such Owner's Lot(s) as may be reasonably requested for the benefit of one or more other Lots or the Common Areas or Maintenance Areas provided, and upon condition that, the grant of such additional easement does not materially interfere or impede such Owner's use of its Lot(s).

12.10 Easements Reserved and Granted. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, as applicable, notwithstanding that a deed to any Lot fails to reference this Declaration or such reservation or grant.

12.11 Reservation by Declarant. Declarant hereby reserves the right to subsequently grant and create any additional easements over one or more of the Lots owned by Declarant, including the Common Areas contained therein and the Maintenance Areas, for the benefit of one or more other Lots owned by Declarant, provided, and upon condition that, the grant of any such additional easements shall not materially interfere with or impede with the grant and use of the other easements established hereunder.

ARTICLE 13 **OWNER MAINTENANCE**

13.1 Owners' Maintenance Obligations. Subject to Section 13.3, each Owner shall maintain, repair and replace (or cause to be maintained, repaired and replaced) the following:

(a) All Buildings, Building Appurtenances and other Improvements and structures located on such Owner's Lot(s), so that the exterior walls, exterior signs, roofing materials, glass and painted surfaces, are at all times maintained in a first-class condition in accordance with approved plans for such Lot, this Declaration, and all Laws and other applicable County standards and regulations. All painted portions of Building exteriors, trash enclosures screen walls and other structural Improvements shall be repainted no less frequently than once each eight (8) years with the same colors as such portions were originally painted or stained, unless the Committee approves a change in color, which approval may be withheld in the Committee's sole, absolute and unfettered discretion.

(b) All other portions of the Owner's Lot (excluding Common Areas, which are to be maintained by the Operator in accordance with Section 14.1 above, except for any Exclusive Use Areas benefiting that Owner, whether on such Owner's Lot or otherwise, which are to be maintained by the benefited Owner) in a neat, clean, sightly

and well-kept condition, free and clear of weeds, debris and rubbish in accordance with approved plans for such Lot, this Declaration, and all Laws and other applicable County standards and regulations (including without limitation the County's Ordinance No. 859, as adopted and any amendments thereto). All landscaping, other than Common Landscaping maintained by the Operator in accordance with Section 14.1 above, shall be maintained in a first-class condition and, as and when necessary, replaced.

(c) Any and all monument signs on which the name of an Occupant of the Owner's Lot appears, even if the monument sign is located on another Owner's Lot.

(d) Those portions of facilities for water, sewer, gas, telephone, electricity and other utilities, drainage and/or irrigation that are for the exclusive benefit of such Owners' Buildings, whether or not such facility or structure is located in Common Areas, in good order, condition and repair and so as to not interfere, interrupt or otherwise impair delivery of utilities required for maintenance of the Common Areas and by other Buildings within the Project.

(e) Each Owner and or its Occupants shall also contract for the removal of trash from its Buildings.

(f) Each Owner shall also adopt and maintain such standards of property maintenance, appearance and housekeeping as are necessary or appropriate to keep and maintain the foregoing in first-class condition, repair and appearance.

13.2 Lateral Support. Each Owner shall maintain such Owner's Lot with sufficient landscaping and plantings so as to prevent any erosion upon such Owner's Lot which may result in damage to the Lot or to any adjacent lot. No Owner shall perform any excavation upon such Owner's Lot that will result in damage to any adjacent lot.

13.3 Closure. Each Owner of a Lot shall, following the permanent closure or cessation of any business operation which is expected to continue for any extended period of time, take such measures as may be reasonably required under the circumstances to prevent vandalism, including preventing graffiti and preventing windows from being broken, and to keep the vacant Building or premises in a reasonably attractive manner.

13.4 Repair or Replacement of Damaged Building. In the event of any damage to or destruction of any Building(s), Building Appurtenance(s) and/or any other Improvement(s) on a Lot, or any Exclusive Use Areas benefiting the Owner of such Lot other than within Common Areas, the Owner of such Lot shall, subject to the requirements and limitations stated in this Declaration and any Mortgage encumbering such Lot, (a) repair, restore and rebuild such Building(s), Building Appurtenance(s) and/or other Improvement(s) as quickly as reasonably practicable subject to the requirements and limitations stated in this Declaration; (b) tear down and remove all parts of said damaged or destroyed Building(s), Building Appurtenance(s) and/or other Improvement(s) then remaining and the debris resulting therefrom and otherwise clean and restore the area affected by such casualty to a level and clean condition; or (c) any combination of the above in a manner satisfactory to the Committee. The Owner of any Lot on which damaged Building(s), Building Appurtenance(s) and/or any other Improvement(s) are located

shall be obligated to proceed with all due diligence hereunder, and such Owner shall cause cleanup and/or reconstruction to commence within three (3) months after the damage occurs and to be completed within twelve (12) months thereafter, unless prevented by causes beyond such Owner's reasonable control. Any damage or destruction to any Building(s), Building Appurtenance(s) or other Improvement(s) shall not affect the amount of assessments allocated to the Owner of the Lot upon which such Building(s), Building Appurtenance(s) and/or other Improvement(s) is (are) located as provided in Section 3.4 unless and until such time as the Building(s), Building Appurtenance(s) and/or other Improvement(s) is (are) restored and/or rebuilt and the Rentable Area of the Building is recalculated as provided in Section 3.4.

ARTICLE 14

COMMON AREA MAINTENANCE

14.1 Operator Maintenance. The Operator shall manage, maintain, repair and replace (or cause to be managed, maintained, repaired and replaced), all Common Areas, Maintenance Areas, and Common Area and Maintenance Area Improvements in a first-class condition and a good state of repair and appearance, including, but not limited to, contracting for and paying costs of or related to (i) Common Utility services provided to the Common Areas and/or Maintenance Areas including, but not limited to, water, electricity and natural gas (if applicable); (ii) sweeping and cleaning (including steam cleaning) Common Area and Maintenance Area sidewalks and other hardscape, as necessary; (iii) repairing and replacing Common Area and Maintenance Area asphalt paving using materials equal to or better than those originally installed; (iv) Common Lighting Facility light bulbs and light standards; (v) Common Area and/or Maintenance Area perimeter walls; (vi) electrical lines, gas lines (if applicable), storm drains, water lines and sanitary sewers which serve the Common Areas and/or Maintenance Areas and constitute Common Utilities; (vii) planters, landscaping and sprinkler systems comprising the Common Landscaping (including without limitation maintenance of the same in compliance with the requirements of the County's Ordinance No. 859, as adopted and any amendments thereto; (viii) hiring and supervising private security, if any; (ix) Common Area and Maintenance Area insurance as provided in Section 14.2 below; (x) the maintenance of the Common Areas and Maintenance Areas in accordance with this Declaration, the conditions of approval of the Parcel Map, and other applicable Laws; and (xi) all other items of Common Area and Maintenance Area maintenance, repair or replacement that may be needed from time to time to maintain such Common Areas and Maintenance Areas properly and in a first-class condition. The cost of maintenance for which the Operator is responsible under this Article 14 shall be assessed as part of the Regular Assessments for Common Expenses, as may be expressly provided otherwise herein.

The foregoing notwithstanding, the following exceptions shall apply:

(a) During the period of construction or repair of any Building on any Lot, the Owner of such Lot shall maintain (or cause to be maintained) those portions of the Common Areas within its Lot, if any, which are affected by such Building construction or repair and shall be responsible for controlling blowing dust and debris resulting from such construction or repair activity and, in the case of repair activity, for restoring the Common Areas to the condition existing prior to the commencement of such construction.

(b) With respect to those portions of facilities for water, sewer, gas, telephone, electricity and other utilities and any central plant facility serving more than one Building with different Owners and lying on or beneath the Common Areas or Maintenance Areas (e.g., an electric trunk line from which individual lateral lines are routed to serve different individual buildings), the Operator may elect to perform any required maintenance, repair or replacement (or cause the same to be performed), in which event the Operator will bill each Owner's share of the cost of the work to the Owners of the Lots whose Buildings are served by the facilities. Each Owner's share of the total bill shall be determined by multiplying the total bill by a fraction, the numerator of which shall be the land area of such Owner's Lot (as set forth in **Exhibit "D"**, attached hereto) and the denominator of which shall be the sum of the various numerators for all Lots served by the facility. Each Owner shall be responsible for maintenance and repair of the lateral lines serving such Owner's Lot or Lots and any central plant facilities.

(c) With respect to those portions of facilities for water, sewer, gas, telephone, electricity and other utilities and any central plant facility serving one or more Buildings owned by the same Owner and lying on or beneath the Common Areas or Maintenance Areas, the Operator may elect to perform any required maintenance, repair or replacement (or cause the same to be performed), and in such event the Operator will bill the Owner of the Lot(s) whose Building(s) is served by the facilities. With the consent of the Operator, the Owner of the affected Building or Buildings may contract directly for any such required maintenance, repair or replacement work to be performed at the sole cost and expense of such Owner.

(d) The Operator shall not be responsible for maintenance and repair of any Common Areas or Maintenance Areas arising out of or caused by the willful or negligent act or omission of any Owner, Occupants or Permittees, and such repairs or replacements shall be the responsibility of such Owner and shall be subject to the provisions of Section 5.5(c) above.

(e) The Operator shall not manage, maintain, repair or replace any Exclusive Use Areas.

14.2 Common Area Insurance.

(a) As part of its obligation to maintain the Common Areas and Maintenance Areas within the Project except those portions designated as Exclusive Use Areas, the Operator shall at all times maintain in force and effect commercial general liability insurance insuring the Operator and Declarant if Declarant is no longer the Operator, and, as additional insureds, the Association, the Board, the Committee, all Owners and Occupants who now or hereafter own or hold any Lot or any qualifying leasehold estate (i.e., qualifying the lessee thereunder to be treated as an Owner under this Declaration) and any third party property management company performing services for the Operator, if any, and any other party in interest identified by the Operator as their respective interests may appear (provided that the Operator is given prior written notice of such interest), against claims for bodily injury, personal injury, death or property damage occurring in, upon or about the Common Areas and/or Maintenance Areas of the Project.

Such insurance shall be written with an insurer licensed to do business in the State of California. All such insurance shall be primary coverage, endorsed to name as additional insureds all Owners and Owner/Occupants under leases of which the Operator has been notified in writing, and shall not require that any other insurance be called upon to contribute to a loss under such coverage, and shall have liability limits of not less than Three Million Dollars (\$3,000,000) combined single limit coverage for bodily injury, personal injury, death and/or property damage arising out of any single occurrence, which amount shall be reviewed annually and changed to reflect the current practice in mixed use commercial centers in Riverside County, California which are of a similar size and which have a similar mix of Occupants. The Operator shall cause certificates of insurance to be issued by the insurer to each of the Owners of whom the Operator has been notified in writing, certifying that such insurance is in full force and effect and shall not be canceled or materially amended without thirty (30) days prior written notice thereof to each of such Owners.

(b) The Operator shall obtain and maintain in force property damage insurance under a standard form policy or policies of all-risk insurance then in use in California, covering all Common Area, Maintenance Area, and Improvements thereon, including without limitation Common Area retaining walls and other Common Area walls, Common Lighting Facilities and lighting standards, Common Landscaping (in the reasonable business judgment of the Operator), sidewalks, walkways, driveways and other Improvements in the Common Areas and Maintenance Areas (excluding Exclusive Use Areas).

(c) Worker's compensation insurance, as required by Law;

(d) Association Directors' and Officers' errors and omissions insurance, in form and amount determined by the Board; and

(e) Insurance against any other risk which the Operator considers appropriate.

14.3 Operator's Right to Repair Neglected Lots. In addition to maintaining the Project Common Areas, if an Owner fails to maintain any Improvements or any other portions of such Owner's Lot (including Exclusive Use Areas) so as to violate Section 13.1, then the Operator shall have the right, through its agents, contractors and employees, to enter onto the Owner's Lot to repair, maintain and restore the Lot, any Exclusive Use Areas, and the exteriors of any Building(s), Building Appurtenances and other Improvements erected thereon. However, entry into a Building or Exclusive Use Area may be made only after not less than five (5) business days notice has been given to the Owner. Entry shall be made with as little inconvenience to the Owner and Occupants as possible and any damage caused thereby shall be repaired by the Operator at no cost to the Lot Owner or Occupant. The cost of such exterior maintenance shall be levied as a Reimbursement Assessment against such Lot pursuant to Section 3.8.

14.4 Property Management Company. Nothing in this Article 14 or in this Declaration shall preclude or be interpreted as precluding the Operator from retaining a managing agent to perform all or any portion of the duties and responsibilities of the Operator. If

the Operator so retains such a managing agent, then the managing agent and the Operator shall make all arrangements necessary or proper to ensure that funds accepted or received by the managing agent and belonging to the Operator are deposited and handled in compliance with law and the Project Documents. The Operator may retain an affiliate of Declarant as managing agent.

14.5 Conveyance of Common Area Lots to Association. Declarant may, but is under no obligation to, convey the Common Area Lots and all Improvements located thereon to the Association.

14.6 Assessment District; Dedication of Common Areas. The Operator shall have the right to cooperate with governmental entities to establish a special assessment district for improvement or maintenance of all or any of the Project Common Areas and/or Maintenance Areas. The Operator shall have the right to dedicate or transfer, or grant an easement over, all or any portion of the Common Areas and Maintenance Areas in which such party holds an interest to any public agency or authority or public or private utility, subject to such conditions.

14.7 Destruction, Restoration. As soon as practicable after the damage or destruction of all or any portion of the Common Areas or Maintenance Areas (excluding Exclusive Use Areas), the Operator shall: (a) obtain bids from at least two (2) reputable contractors, licensed in California, which bids shall set forth in detail the work required to repair, reconstruct and restore such damage or destroyed areas to substantially the same condition as existed prior to such damage and the itemized cost of such work; and (b) determine the amount of all insurance proceeds available to the Association for the purpose of effecting such repair, reconstruction and restoration. If the insurance proceeds available to the Operator are sufficient to effect the total repair, reconstruction and restoration of the damaged or destroyed areas, then the Operator shall cause such to be repair, reconstructed and restored to substantially the same condition as existed prior to such damage. If the proceeds of insurance available to the Operator are insufficient to cover the cost of repair, reconstruction and restoration, the Operator shall levy a Special Assessment as provided in Section 3.7 for all additional funds needed to comply with the obligation of the Operator to repair, reconstruct, restore or maintain the Common Areas and Maintenance Area in accordance with this Article 14, except that any limitations on the amount of a Special Assessment shall not apply.

ARTICLE 15

APPROVAL OF OWNERS AND NOTICES

All notices, demands or requests for consent or approval of any kind which the Operator or any Owner or Occupant is required or desires to give or make upon Declarant, the Operator, the Association or any other Owner or Occupant shall (a) be in writing; (b) specify the Section of this Declaration which requires or authorizes that such notice be given or requires that such consent or approval be obtained; and (c) be given or made by personal delivery, private express courier, or by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows: If intended for an Owner, to the last known address of the Owner. If to Declarant in its capacity as Declarant or Operator, to c/o Principal Real Estate Investors, 19125 Northcreek Parkway, Suite 120, Bothell, Washington 98011, Attention William G. Williams III. The address for the Association and the Board shall be established by Declarant upon formation

of the Association. Mailing addresses may be changed at any time upon written notification to the Operator.

When given in the manner prescribed in this Section, all notices, demands or requests for consent or approval shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or the date on which delivery is refused by the addressee.

ARTICLE 16 **AMENDMENTS**

Until such time as there is an Owner of any portion of the Property other than Declarant or an Affiliate of Declarant, this Declaration may be amended and such amendment shall be effective when executed by Declarant and recorded in the Official Records of Riverside County. From and after the date that, but only so long as there is an Owner of any portion of the Property other than Declarant or an Affiliate of Declarant, this Declaration may not be terminated, extended, amended or restated in any respect whatsoever, or rescinded, in whole or in part, except by written instrument duly recorded in the Office of the County Recorder of Riverside County ("**Supplemental Declaration**"), after first being duly signed and acknowledged by those Owners (which may include Declarant) holding at least seventy-five percent (75%) of the Members' voting power. Notwithstanding the foregoing, this amendment provision shall not be amended either (i) to allow amendments to the Declaration by the assent or vote of less than seventy-five percent (75%) in voting interest of all Owners, or (ii) to deprive Declarant or the Operator of any rights or powers granted to it hereunder. In addition, this Declaration cannot be amended to modify or eliminate the easements reserved to Declarant or granted to the Operator and the Association without the prior written approval of Declarant, the Operator or the Association, respectively. This Declaration shall not be amended in a manner that would materially and adversely affect one Owner's interest in its Lot, Building or the Project for the benefit of any other Owner(s), without the prior written consent of the Owner who is adversely affected. So long as Declarant is the Owner of any undeveloped portion of the Property, it shall have the right to modify, amend, expand or terminate this Declaration with respect to such undeveloped portion, including the right to modify the use or regulations to which said portion shall be subject or to remove such undeveloped portion from this Declaration altogether. Property shall be deemed "undeveloped" if no permanent Improvements have been constructed thereon. Landscaping and surface parking areas shall not be deemed to be "permanent Improvements." Any amendment which affects or purports to defeat or render invalid the lien of any Mortgage made in good faith and for value, to be effective, must be approved in writing by the record holders of all such Mortgages encumbering the affected portions of the Property at the time of such amendment. Any and all of the aforementioned amendments to the Declaration, whether effectuated by Declarant, Owner(s), the Association, or any other person or entity, must first receive written approval from the County Planning Director.

ARTICLE 17 **NOT A PUBLIC DEDICATION**

Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Project to the general public or for the benefit of the general public or for any

public purposes whatsoever, it being the intent of Declarant that this Declaration shall be strictly limited to and for the purposes expressed in this Declaration. The right of the public or any Person to make any use whatsoever of the Project or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission and subject to control of the Owners.

ARTICLE 18 **INJUNCTIVE RELIEF**

In the event of any violation or threatened violation by any Owner or Occupant of any portion of the Project of any of the terms, covenants, conditions and obligations of this Declaration, in addition to the other remedies for which this Declaration provides, Declarant, the Operator, the Association and any or all of the other Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

ARTICLE 19 **BREACH SHALL NOT PERMIT TERMINATION**

No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have under this Declaration by reason of any breach of this Declaration. Any breach of any of the covenants, conditions or restrictions set forth in this Declaration, however, shall not defeat or render invalid the lien of any Mortgage made in good faith and for value, but such covenants, conditions or restrictions shall be binding upon and be effective against such Owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

ARTICLE 20 **INDEMNITY/INSURANCE BY OWNERS**

20.1 Indemnity. Each Owner shall indemnify, protect, defend and hold harmless, Declarant, the Operator, the Association, the Board and the other Owners from and against all claims, expenses, liabilities, loss, damage and costs, including any actions or proceedings in connection therewith and including reasonable attorneys' fees and costs, incurred in connection with, arising from, due to or as a result of the death of or any accident, injury, loss or damage, howsoever caused, to any Person or loss or damage to the property of any Person as shall occur on the indemnifying Owner's Lot (excluding Common Areas) including, without limitation, violation of any Environmental Laws, or the failure by an Owner to comply with the provisions of Section 8.6 regarding Hazardous Materials and compliance with Environmental Laws, except claims resulting from the negligence or willful act or omission of (a) the Association or the indemnified Owner, whichever is applicable; (b) any Occupant of the indemnified Owner's Lot (including such Occupant's agents, servants and employees); or (c) the agent, servants or employees of such indemnified Owner, wherever such negligence or willful act or omission may occur. In addition, to the fullest extent permitted by law, neither Declarant, the Operator, the Association, the members of the Board nor any of their respective agents, employees, successors or assigns shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans and specifications (whether or not

defective), course of action, act, omission, error, negligence or the like made in good faith and reasonably believed to be within the scope of their respective duties.

20.2 Insurance. Each Owner shall at all times during the term of this Declaration maintain or cause to be maintained commercial general liability insurance covering the Owner's Lot and Exclusive Use Areas benefiting that Owner (excluding Common Areas) insuring against the risks of bodily injury, property damage and personal injury liability, with a limit of not less than Three Million Dollars (\$3,000,000) per occurrence, which amount shall be reviewed and adjusted by the Operator every three (3) years for increases recommended by insurance industry-recommended standards for comparable distribution center complexes in Riverside County, California. Each Owner shall maintain property insurance, insuring all Buildings, Building Appurtenances and other Improvements and structures on its Lot and Exclusive Use Areas (other than Common Areas) benefiting that Owner and personal property located therein from and against loss or damage by fire and/or casualty, under the standard form of all-risk insurance then in use in the State of California or under such other insurance as may be required under the terms of any Mortgagee encumbering the Lot.

ARTICLE 21 **SEVERABILITY**

If any provision of this Declaration is held by a court of competent jurisdiction to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Declaration, and all remaining provisions shall continue unimpaired, in full force and effect.

ARTICLE 22 **ENFORCEMENT AND REMEDIES**

22.1 Right to Enforce. Declarant or the Association, as Operator, shall have the right to enforce, by all appropriate legal and equitable proceedings, all conditions, covenants, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. It is hereby agreed that money damages are an inadequate remedy for breach of any of the conditions, covenants and restrictions contained herein, other than a default in the payment of any assessment when due. Every Owner and Occupant of a Lot subject to these restrictions expressly waives the benefit of California Code of Civil Procedure Section 731(a) and any other comparable statute or rule, and agrees that such violation or breach may be enjoined whether or not monetary damages may be provided or provable. Prior to commencing litigation, the requirements of the Project Documents relating to alternative dispute resolution shall be satisfied.

22.2 Owner's Remedies. After written request to the Operator to prevent any violation of, or remedy any failure to timely perform, any responsibility or obligation under this Declaration by the Operator, Declarant, the Association, the Committee or any other Owner or Occupant, and failure by the Operator, Declarant or the Association within thirty (30) days after receipt of such request to diligently investigate the matter and undertake to remedy or otherwise address such matter, any Owner shall additionally have all enforcement rights provided for in this Declaration. In addition, any other party to whose benefit this Declaration inures shall have

the right, in the event of violation or breach of this Declaration, to prosecute a proceeding at law or in equity against the Person or Persons who have violated or are attempting to violate this Declaration, to enjoin or prevent them from doing so, to cause said violation to be remedied and to recover damages for said violation.

22.3 Waiver. The failure of any Owner, Declarant, the Operator or the Association to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter, and neither any Owner, Declarant, the Operator nor the Association shall have any liability for such failure of such Owner, Declarant, the Operator or the Association to enforce any provision of this Declaration.

ARTICLE 23 **LITIGATION EXPENSES**

If the Operator, Declarant, any Owner or the Association brings an action against any other Owner or Occupant by reason of a breach or alleged violation of any covenant, term or obligation of this Declaration, or for the enforcement of any provision of this Declaration or otherwise arising out of this Declaration, the prevailing party in such action shall be entitled to its cost of suit and reasonable attorneys' fees, which shall be made part of any judgment rendered in such action.

ARTICLE 24 **NO ASSIGNMENT OR TRANSFER**

The rights, powers, duties and obligations conferred upon the Owners pursuant to this Declaration shall not at any time be transferred or assigned by any Owner, except (a) in the case of the rights, powers, duties and obligations of Declarant, by Declarant pursuant to the definition of "Declarant" set forth in Article 1; or (b) in the case of any Owner, (i) through a transfer of the Owner's interest in its Lot in the manner provided in Article 25, or (ii) to a qualified Occupant pursuant to Section 2.3.

ARTICLE 25 **SALE BY OWNER**

Upon the sale, transfer, conveyance or assignment by any Owner of its right, title and interest in its Lot, the following shall apply:

25.1 Notice. The transferring Owner shall give prompt written notice of the sale, transfer, conveyance or assignment to the Operator, the Association and Declarant, as long as Declarant owns a Lot. Such notice shall set forth the name of the transferee and the transferor, the description of the affected Lot, the nature of the interest transferred, the transferee's mailing address and the date of transfer. Prior to receipt of such notification, any and all communications required or permitted to be given under the Project Documents shall be deemed to be duly given to the transferee if duly and timely given to said transferee's transferor.

25.2 Constructive Notice and Acceptance. Each Owner and Occupant, and every other person who now or hereafter owns or acquires any right, title, estate or interest in or to any portion of the Project, by acceptance of a deed, lease or other interest therein, shall be

conclusively deemed to have consented and agreed to hold such title, leasehold or interest subject to and to comply with every covenant, condition and restriction contained herein and to the rights of Declarant, the Operator and the Association hereunder, whether or not any reference to this Declaration is contained in the deed, lease or other instrument by which such person acquired said interest in the Project. Every provision of this Declaration, regardless of its characterization herein, shall be deemed a covenant, condition, restriction, reservation, easement or servitude, as the circumstances may require, to permit the enforcement thereof and to carry out the intent of this Declaration.

25.3 Release of Owner. A transferring Owner shall be released from all obligations of this Declaration as of the effective date of the transfer; provided that with respect to the period before the effective date of the transfer, such Owner is not in default in the performance of any duties or obligations arising under this Declaration or in the payment of any amounts due and payable under this Declaration.

25.4 Liability of Transferee. In no event shall any transferee of any Owner be liable for any default of the transferring Owner under this Declaration which occurred prior to the effective date of the transfer; provided, however, nothing contained in this Section shall affect the existence, priority, validity or enforceability of any lien placed upon the transferred Lot or portion thereof pursuant to Section 3.15.

ARTICLE 26
TERM OF DECLARATION

Subject to the provisions of Article 16 hereof, this Declaration shall run with the land and continue in full force and effect for a period of sixty (60) years and thereafter year to year, unless, within three (3) months prior to expiration of the term (as it may be so extended), a written instrument duly signed and acknowledged by the Declarant, if the Declarant still owns a Lot within the Project, and Owners (which may include Declarant) holding at least seventy-five percent (75%) of the Members voting power is recorded in the Office of the County Recorder of Riverside County, California terminating this Declaration in whole or in part as to all or a portion of the Property.

ARTICLE 27
ANNEXATION -INTENTIONALLY OMITTED

ARTICLE 28
MISCELLANEOUS

28.1 Assignment. Notwithstanding any provision of this Declaration to the contrary, Declarant may, at any time, relieve itself of its rights and obligations under this Declaration (including all obligations and duties as the Operator) by recording a notice stating that Declarant has surrendered said rights and obligations and, upon recordation of such notice, even if it is not specified therein, said powers and obligations shall immediately vest in the Association. If at any time Declarant ceases to exist and has not made such an assignment, the rights and obligations of Declarant (including all obligations and duties as the Operator) shall automatically vest in the Association.

28.2 Constructive Notice and Acceptance. Each Owner and Occupant, and every other person who now or hereafter owns or acquires any right, title, estate or interest in or to any portion of the Property, by acceptance of a deed, lease or other interest therein, shall be conclusively deemed to have consented and agreed to hold such title, leasehold or interest subject to, and comply with, every covenant, condition and restriction contained herein and to the rights of Declarant hereunder, whether or not any reference to this Declaration is contained in the deed, lease or other instrument by which such person acquired such interest in the Property. Every provision of this Declaration, regardless of its characterization herein, shall be deemed a covenant, condition, restriction, reservation, easement or servitude, as the circumstances may require to permit the enforcement thereof and to carry out the intent of this Declaration.

28.3 Estoppel Certificate. Each Owner and Mortgagee shall, upon reasonable request to the Operator, be entitled to receive a statement specifying the nature of any known default of such applicable Owner. For such statement, the Operator shall be entitled to charge a reasonable fee based upon administrative expenses.

28.4 Captions. Captions and Section headings, where used in this Declaration, are for convenience of reference only, are not intended to be a part of this Declaration and in no way define, limit, amplify, change, alter or describe the scope or intent of the particular paragraphs to which they refer.

28.5 Gender. For the purpose of this Declaration, the neuter gender includes the feminine or masculine and the singular number includes the plural.

28.6 Declarant's Reserved Rights. Wherever it appears in this Declaration that Declarant has the right to waive compliance with certain provisions, the right to approve or deny certain matters or the right to exercise its discretion in various areas, these rights of the Declarant are expressly reserved or retained by Declarant, and all of the provisions of this Declaration are subject to such retained and reserved rights.

28.7 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.

28.8 Governing Law. This Declaration shall be governed, construed and enforced in accordance with the laws of the State of California.

28.9 Mortgage Protection. No breach of this Declaration shall affect, impair, defeat or render invalid the lien of any Mortgage now or hereafter executed in good faith and for value upon any part of the Project, except for the foreclosure of an assessment lien that is superior to such Mortgagee pursuant to Section 3.12 above and subject to the limitations contained in Section 3.12 above. However, if any portion of the Project is sold under a foreclosure of any Mortgage or is conveyed to the party so secured in lieu of foreclosure, any purchaser at such sale, and his successors and assigns, shall hold any and all property so acquired subject to all of the restrictions and other provisions of this Declaration. Such a purchaser shall not be obligated to cure any preexisting breach of this Declaration which is non-curable by payment of money (subject to Section 3.12) or of a type which is not practical or feasible to cure. Any loan to facilitate the resale of any portion of the Property after a foreclosure sale or deed in lieu of

foreclosure is a loan made in good faith and for value. If a Mortgagee delivers written notice of its Mortgage to the Operator together with a request for notices of default with respect to the Lot or Lots encumbered by the Mortgage, the Association shall deliver copies of all such notices of default to such Mortgagee (a “**Requesting Mortgagee**”) concurrently with delivery to the Owner or Owners. A Requesting Mortgagee shall also be entitled to timely written notice of any destruction, taking or threatened taking that affects a material portion of the Common Areas (including without limitation any Common Parking Area) benefiting a Lot securing the Mortgage, and any lapse, cancellation or material modification of any insurance policy maintained by the Operator. Mortgagees are hereby authorized to furnish information to the Operator concerning the status of any Mortgage. Nothing contained in this Declaration or the other Project Documents shall give the Association, any Owner, or any other party priority over the rights of a Mortgagee with respect to distributions of insurance proceeds or condemnation awards for losses to or a taking of a Lot or Building, or any portion thereof, encumbered by a Mortgage held by such Mortgagee.

28.10 Mutuality, Reciprocity; Runs With Land. This Declaration is made for the direct, mutual and reciprocal benefit of the Property and each portion thereof; shall create mutual, equitable servitudes upon the Property and each portion thereof in favor of every other portion of the Property; shall create reciprocal rights and obligations between and among the respective Owners during their respective periods of ownership and privity of contract and estate between and among all grantees of each portion of the Property, their respective heirs, successors and assigns; and shall, with respect to the Owner of each portion of the Property, its heirs, successors and assigns during their respective periods of ownership, operate as covenants running with the land, for the benefit of all other portions of the Property.

28.11 County Requirements. Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply:

The Association shall manage and continuously maintain the “common area” more particularly described on the Parcel Map attached hereto and shall not sell or transfer the “common area” or any part hereof, absent the prior written consent of the Planning Department of the County of Riverside or the County’s successor-in-interest.

The Association shall have the right to assess the Owners of each individual Lot for the reasonable cost of maintaining such “common area”, and shall have the right to lien the property of any such Owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien.

This Declaration shall not be terminated, “substantially” amended, or property deannexed therefrom, absent the prior written consent of the 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 this Declaration.

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

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have signed and made this Declaration as of the date first above written.

Declarant

FR/Cal Harvill Road, LLC
a Delaware limited liability company

By: FirstCal Industrial, LLC,
a Delaware limited liability company,
its sole member

By: California State Teachers' Retirement System,
a public entity, its member

By: Michelle Cunningham
Name: Michelle Cunningham, CFA
Title: Deputy Chief Investment Officer

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

STATE OF CALIFORNIA)
)
) SS:
COUNTY OF Yolo)

On April 1, 2016 before me, Mary Ann Avansino, Notary Public,
(insert name and title of the officer),

personally appeared Mickelle Cunningham, 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: Mary Ann Avansino

[Seal]

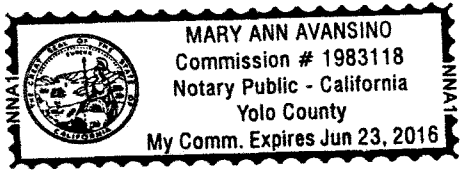


EXHIBIT "A"

SHEET 1 OF 2

LEGAL DESCRIPTION

PARCELS 1 THROUGH 9 AND LOTS "A" THROUGH "I", ALL OF PARCEL MAP NO. 33530, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK _____, PAGES _____ THROUGH _____, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CASE NUMBER: PM 33530/PP 23332
IP NUMBER: 130041

EXHIBIT "B"

Depiction of the Property

EXHIBIT "B"

PLAT

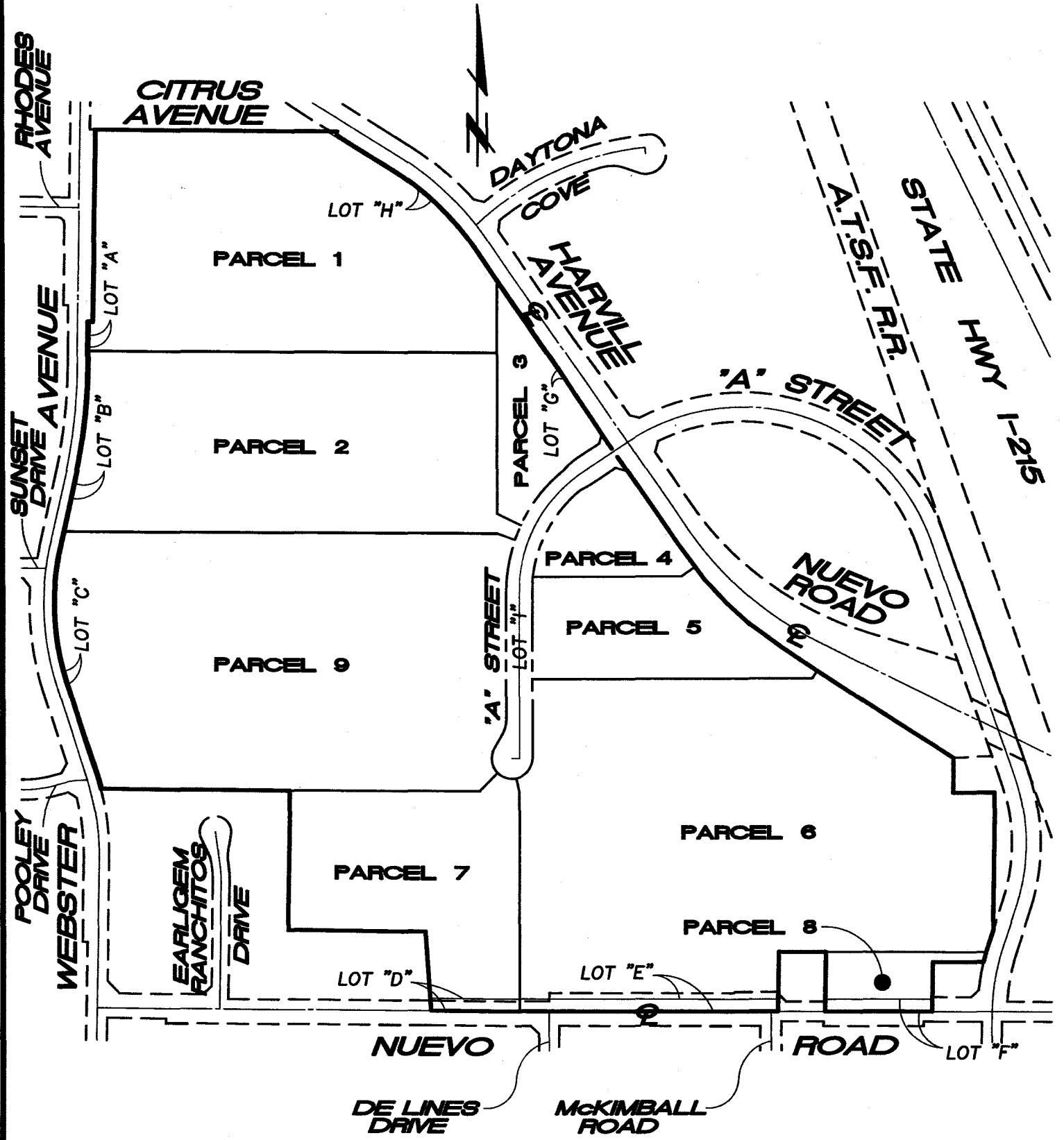


EXHIBIT "C"

SITE PLAN

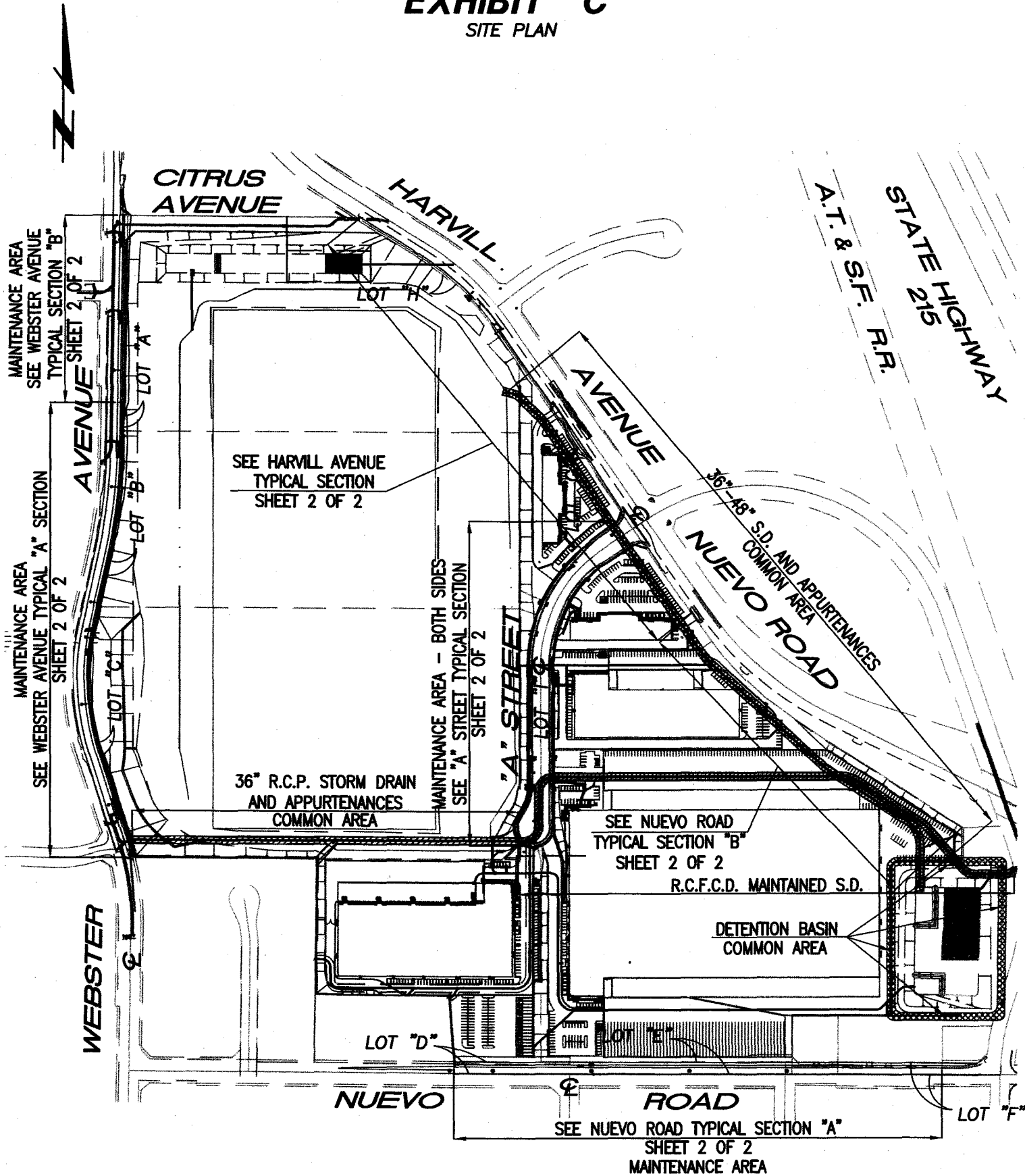
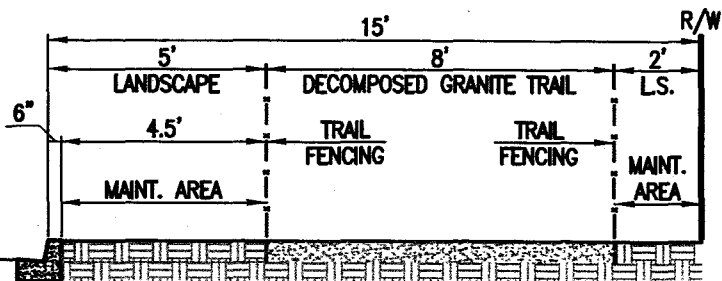


EXHIBIT "C"

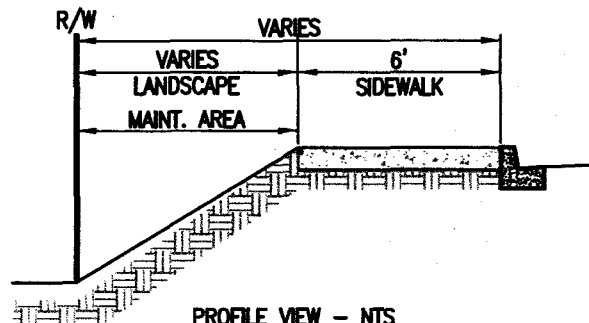
SITE PLAN

TYPICAL SECTION 'A' - NUEVO ROAD



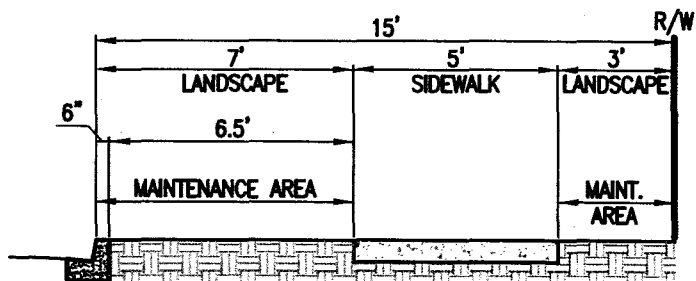
PROFILE VIEW - NTS

TYPICAL SECTION 'B' - NUEVO ROAD



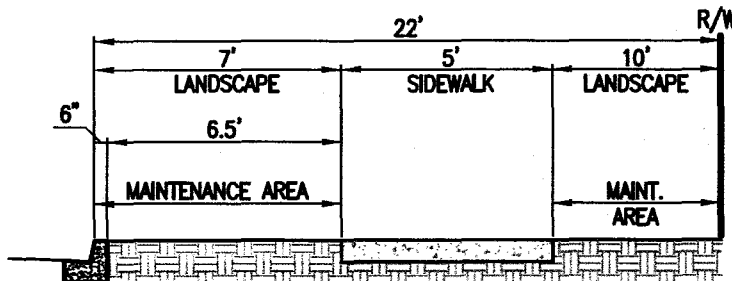
PROFILE VIEW - NTS

TYPICAL SECTION 'A' - WEBSTER AVENUE



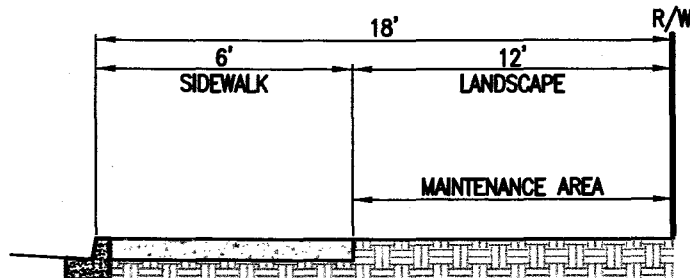
PROFILE VIEW - NTS

TYPICAL SECTION 'B' - WEBSTER AVENUE



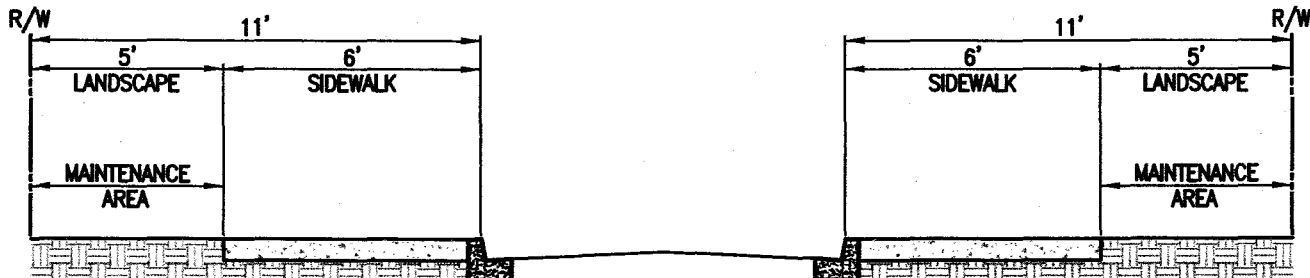
PROFILE VIEW - NTS

TYPICAL SECTION - HARMILL AVENUE



PROFILE VIEW - NTS

TYPICAL SECTION - 'A' STREET



PROFILE VIEW - NTS

PROFILE VIEW - NTS

EXHIBIT "D"

**LOTS, PERCENTAGE SHARE,
AND CLASS A VOTES**

LOT	AREA IN ACRES	PERCENTAGE SHARE BASED ON LAND AREA	CLASS A VOTES
Parcel 1	16.15	16.70	1,670
Parcel 2	15.49	16.02	1,602
Parcel 3	2.70	2.79	279
Parcel 4	2.30	2.38	238
Parcel 5	4.74	4.90	490
Parcel 6	23.31*	24.10	2,410
Parcel 7	8.01	8.28	828
Parcel 8	1.16	1.20	120
Parcel 9	22.85	23.63	2,363
TOTAL	96.71	100%	10,000

*Exclusive of detention basin acreage.

EXHIBIT "E"

CONSTRUCTION RULES AND REGULATIONS

All capitalized terms used in these Construction Rules and Regulations have the same meaning as in the Declaration of Covenants, Conditions and Restrictions and Grant of Easements for Nuevo Distribution Center to which these Construction Rules and Regulations are attached (the "**Declaration**").

I. Owner/Contractor Responsibilities and Requirements.

A. Contractors and subcontractors constructing any improvements shall be licensed in California.

B. Contractors or subcontractors shall be responsible for any actions or failures to act in violation of the Declarant or these Construction Rules and Regulations. Owner-builders shall have the same responsibility under these Construction Rules and Regulations as a general contractor.

C. In the event the work performed upon any portion of the Project is of a nature that, in accordance with the custom and practice in Riverside County, would involve a full-time, on-site construction foreman, then Builder, the general contractor or superintendent shall employ a full time, on site construction foreman with the authority to receive deliveries and direct suppliers and subcontractors.

D. All equipment operators performing work upon the Project shall possess a valid and appropriate driver's license.

E. All contractors, subcontractors and other construction personnel shall be familiar with and obey the rules governing their activities upon the Project set forth in the Declaration and these Construction Rules and Regulations.

F. Each of Builder and its general contractor or superintendent shall be responsible for familiarizing its employees, subcontractors and suppliers with all relevant construction requirements and provisions in these Construction Rules and Regulations and enforcing them, controlling employee work hours and controlling any activities of employees that may be deemed a nuisance to the owners, occupants or permitted users of the Project.

G. Improvements shall be constructed in accordance with the plans, specifications and revisions approved by Declarant therefor and in accordance with applicable law.

H. Adequate sanitary facilities shall be provided for construction personnel.

I. All applicable OSHA regulations and guidelines must be observed at all times.

J. Mufflers shall be used on all heavy construction equipment, and construction generators either shall be located a minimum of 300 feet from occupied structures or shall be appropriately shielded.

II. Preconstruction Submittals.

Before construction of improvements on the Project commences, the following items must be submitted to Declarant for such improvements :

1. One (1) copy of the building permit.
2. Proof of current insurance meeting the requirements of the Declaration.

III. Temporary Construction Facilities.

A. The following temporary construction facilities are required to be placed on the portion of the Project upon which improvements are being constructed by Builder and must be shown on a temporary construction facilities plan approved by Declarant, whose approval shall not be withheld or delayed unreasonably:

1. Temporary Toilets: Adequate temporary fiberglass or plastic toilets in good condition shall be provided with a twice weekly chemical maintenance program. These units shall be maintained in a clean, sanitary and odorless condition. Temporary toilet facilities shall be located only on areas approved by Declarant, whose approval shall not be withheld or delayed unreasonably; and

2. Dumpster: Adequate steel roll off dumpsters must be maintained on the subject portion of the Project during the duration of the construction phase. A regular dumping service must be maintained so that overflow and unpleasant odors do not occur.

B. The following temporary construction facilities are not required but must be shown on a temporary construction facilities plan approved by Declarant, whose approval shall not be withheld or delayed unreasonably, before such temporary construction facilities are installed on the site:

1. Temporary Water: Shut off valves for any temporary water.

2. Temporary Construction Trailer: Trailers must be no smaller than 8' x 16' (box size), of recent construction and in good repair. No construction shacks will be permitted. All temporary structures used for construction purposes must receive approval by Declarant, whose approval shall not be withheld or delayed unreasonably, with regard to location and appearance, must be removed promptly upon completion of construction and must not be used for overnight living accommodations.

3. Storage Bins: Storage bins for on site material storage must be of sturdy construction and in good repair.

IV. Use of Adjacent Property.

A. The use of any portion of the Project adjacent to the Land upon which Builder is constructing improvements for construction-related vehicular access, parking or equipment and

material storage will not be permitted without the written permission of the adjacent property owner.

B. Any such adjacent portion of the Project damaged in connection with construction activities on the Land upon which Builder is constructing improvements must be returned to its original condition by and at the sole expense of Builder at the end of construction thereon, or at such earlier time as may be required in the event of an emergency, to avoid injury to persons or property and to prevent unreasonable interference with the lawful use of such adjacent portion of the Project.

V. Site Signage.

Temporary signs identifying the contractor, architect, owner, or other user are permitted during construction, provided that they meet the requirements of the Declaration and provided further that such signage (i) shall not be placed upon a Lot any longer than reasonably required, and (ii) shall be of a size, design, color, style, illumination and location specified in plans approved by Declarant.

VI. Site Conduct and Safety Precautions.

Each general contractor, job superintendent and their employees, subcontractors and suppliers shall:

1. Comply with all of the construction and other applicable provisions of these Construction Rules and Regulations and the Declaration;

2. Not use illegal drugs on the site at any time on the site, not consume legal drugs which impair their ability to perform construction activities and not consume alcoholic beverages on site except at ceremonies or other special events conducted by Declarant;

3. Not damage nor disturb the work of others;

4. Take all necessary precautions for the safety of all persons, materials and equipment on or adjacent to the site, and furnish, erect and maintain approved barriers, lights, signs and other safeguards to give adequate warning to persons on or near the site of dangerous conditions during the work; and

5. Not engage in any activity which constitutes a public or private nuisance or otherwise unreasonably interferes with the use, occupancy or enjoyment of all or any portion of the Project.

VII. Site Maintenance.

Each general contractor, job superintendent, and their employees, subcontractors, and suppliers shall comply with the following rules established for the maintenance and cleanliness of the site.

1. Maintain the site in a neat and clean condition, neatly stockpile all materials delivered for or generated by the work and promptly remove any waste material or debris generated by the work;

2. Contain all trash and bottles, cans and other food debris.

3. Remove all equipment, materials, supplies and temporary structures for each phase of the work as the phase of the work is complete, leaving the area neat and clean. Equipment not in daily use must be removed from the job site or stored in approved containers.

4. Keep the streets, gutters and adjacent property clean and free of dirt, trash, debris or other material related to or caused by the work and clean up all street spills.

5. Maintain dust control on the work site.

6. Dumping, burying or burning trash anywhere on the Project is prohibited.

VIII. Disposal of Site Spoils.

A. Any spoils generated from site grading must be placed on the work site or removed to an off-site location approved by the appropriate governmental agency. Except as otherwise provided in the following paragraph B, no material may be placed on a street or the Project.

B. Storage of spoils on adjacent property will not be permitted without the written permission of the adjacent lot owner.

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

1. Work Order#

INSTRUCTIONS: Fax completed form to (909) 3586961 and submit original form to the Records Center with the records being transferred. 1. Page of

DEPARTMENTAL INFORMATION

3. DEPARTMENT Clerk of the Board of Supervisors	8. ORG.#	10. DATE 08/07/2018
4. ORGANIZATION County of Riverside-CA.	9. ACCOUNT #	11. MEDIA CODE
5. ADDRESS 4080 Lemon St., Room 127	12. NO. OF BOXES TRANSFERRED	
CITY Riverside, CA. 92501	13. RECORDS TRANSFERRED BY:	
6. MAIL STOP 1010	7. Name PHONE # FAX# Lorraine Williams 951-955-8092 951-955-1071	14. RECORDS COORDINATOR (must be Authorized):

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS <small>Must be the same as records series title on schedule</small>	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # <small>(Barcode label)</small>
	Final Parcel Map No 33530 Item 2.18 Date: 07/31/2018				
	Schedule "E" in the North Perris area 1 st District				
	** Map was returned 8/7/2018 for Notary Acknowledgement-Corrected by Dennis				

2018 AUG - 8 AM 10: 22
RECEIVED BY THE COUNTY

21. RECORDS RECEIVED BY: <i>A Gonzalez - OPS</i>		30. REMARKS
22. TITLE <i>ACR Tech</i>	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:		

PARCEL MAP

BEING A SUBDIVISION OF A PORTION OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 WEST, AND
A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN.

THIENES ENGINEERING, INC.

APRIL, 2013

BRIAN L. THIENES

P.L.S. NO. 5750

FIELD NO. _____
20 _____
OF PARCEL _____
THE REQ _____
NO. _____
FEE: _____
PETER AL _____
ASSESSO _____
BY: _____
SUBDIVIS _____
FIRST AM _____

OWNER'S STATEMENT:

I HEREBY STATE THAT I AM THE OWNER OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT I AM THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT I CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "I", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOTS "D", "E", AND "F", NUEVO ROAD, AND LOTS "G" AND "H", HARVILL AVENUE, THE OWNERS OF PARCELS 1, 3 THROUGH 8, INCLUSIVE, ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ALSO EXCEPTING ONE (FORTY-FOOT) ACCESS OPENING FOR (PARCEL 1), ONE (THIRTY-FOOT) ACCESS OPENING FOR (PARCEL 3),

AS SHOWN HEREON, ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: STORM DRAIN EASEMENT LYING WITHIN PARCEL 6, AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: SIDEWALK EASEMENT LYING WITHIN PARCEL 3, AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF SIDEWALK.

WE HEREBY RETAIN THE EASEMENTS INDICATED AS PRIVATE 15' WIDE STORM DRAIN EASEMENT LYING WITHIN PARCELS 4 THROUGH 6, INCLUSIVE, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

WE HEREBY RETAIN THE EASEMENTS INDICATED AS PRIVATE 10' WIDE STORM DRAIN EASEMENT LYING WITHIN PARCEL 5, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCELS OWNERS WITHIN THIS PARCEL MAP.

WE HEREBY RETAIN THE EASEMENTS INDICATED AS PRIVATE 10' WIDE STORM DRAIN EASEMENT LYING WITHIN PARCEL 6, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

WE HEREBY RETAIN THE EASEMENTS INDICATED AS PRIVATE DETENTION BASIN EASEMENT LYING WITHIN PARCEL 6, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

WE HEREBY RETAIN THE EASEMENTS INDICATED AS PRIVATE 20' WIDE STORM DRAIN EASEMENT WITHIN PARCEL 9, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

WE HEREBY RETAIN THE EASEMENTS INDICATED AS PRIVATE DETENTION BASIN EASEMENT LYING WITHIN PARCEL 1, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

OWNER:

FR/CAL HARVILL ROAD, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: FIRSTCAL INDUSTRIAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MEMBER

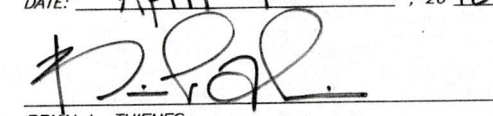
BY: CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM, A PUBLIC ENTITY, ITS MEMBER

11 . D

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT. I REQUEST OF FR/CAL HARVILL ROAD, LLC, IN OCTOBER, 2011. I HEREBY ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY,

DATE: April 4th, 2013



BRIAN L. THIENES

P.L.S. 5750

EXP. DATE: 12-31-19

TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAID BE: \$ 430,900.00

DATE: June 21, 2013

JON CHRISTENSEN
COUNTY TAX COLLECTOR

BY: Stel h Rban, DEPUTY

TAX BOND CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 430,900 AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOARD OF SUPERVISORS.

DATE: June 21, 2013

OFFICE OF COUNTY CLERK



PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Assessor
(951) 955-6200

County Clerk-Recorder
(951) 486-7000

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

www.riversideacr.com
www.riversidetaxinfo.com

Recorder Return Notice – Maps

RECEIVED RIVERSIDE COUNTY
CLERK / RECORDER
2018 AUG - 7 AM 10: 26

DATE: 08/06/2018
TO: CLERK OF THE BOARD
FROM: Maria #309
RE: PARCEL MAP NO. 33530

REASON FOR REJECTION: PARCEL MAP NO. 33530 TITLE OF THE NOTARY IS MISSING IN ACKNOWLEDGMENT.

- NOTES: 1. RETURNED CC&R'S WITH THE MAP
2. CALLED & INFORMED DPS-VERONICA RE-REJECTION

Over the Counter Pick Up

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

Signature: _____

Interoffice Delivery

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

Telephone Number: _____ Signature: _____

Received By: _____ on _____

Telephone Number: _____ Signature: _____

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

1. Work Order#

1. Page — of —

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

DEPARTMENTAL INFORMATION						
3. DEPARTMENT Clerk of the Board of Supervisors			8. ORG.#		10. DATE 07/31/2018	
4. ORGANIZATION County of Riverside-CA.			9. ACCOUNT #		11. MEDIA CODE	
5. ADDRESS 4080 Lemon St., Room 127			12. NO. OF BOXES TRANSFERRED			
CITY Riverside, CA. 92501			13. RECORDS TRANSFERRED BY:			
6. MAIL STOP 1010		7. Name PHONE # FAX# Lorraine Williams 951-955-8092 951-955-1071		14. RECORDS COORDINATOR (must be Authorized):		
15. BOX # (Temp)	16. DESCRIPTION OF RECORDS Must be the same as records series title on schedule	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)	
	Final Parcel Map No 33530 Item 2.18 Date: 07/31/2018					
	Schedule "E" in the North Perris area 1 st District					
21. RECORDS RECEIVED BY: <i>Santa C. Rodriguez</i>			30. REMARKS 2018 AUG - 1 AM 10:20 RECEIVED BY COUNTY CLERK-RECORDER			
22. TITLE <i>Acu E DPJ</i>		23. RECEIVED VIA:				
24. DATE RECEIVED: <i>8/01/18</i>		25. TIME RECEIVED:				
26. BOXES VERIFIED BY:		27. DATE BOXES VERIFIED:				
28. NAME/DATE SCANNED TO HOLDING AREA:						



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

BOARD APPROVAL REQUIRED: Yes No

COUNTY COUNSEL APPROVAL: Yes No

AGREEMENT/CONTRACT

NO.:

REQUESTED BOARD DATE: 7/31/2018

CAN IT GO AT A LATER DATE: YES NO

<input type="checkbox"/> AMENDMENT	NO.	<input type="checkbox"/> CHANGE ORDER	NO.
<input type="checkbox"/> RESOLUTION	NO.	<input type="checkbox"/> ORDINANCE	NO.
<input type="checkbox"/> AWARD PACKAGE	<input checked="" type="checkbox"/> FINAL MAP	<input type="checkbox"/> ACQUISITION/EDA	<input type="checkbox"/> ADVERTISEMENT PACKAGE
<input type="checkbox"/> OTHER:	SUPERVISORIAL DISTRICT: 1		

PROJECT/SUBJECT:

FINAL PARCEL MAP NO: 33530 (Schedule "E")

DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FPM33530 (TC-SU21)(DBF)
PROJECT MANAGER: DENNIS ODENBAUGH	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: DENNIS ODENBAUGH	EXTENSION:

FISCAL

AMOUNT: \$ (0)	CHANGE ORDER AMOUNT: \$
FUNDING SOURCE (S): Applicant Fees	FUNDING SOURCE(S):

ROUTING

SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):

THE FINAL PARCEL MAP AND AGREEMENTS ARE TO BE EXECUTED BY THE CHAIRMAN OF THE BOARD. THE FINAL PARCEL MAP, TOGETHER WITH THE CC&R'S ARE TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
7458			

BOARD AGENDA DATE:

7/31/2018

BOS ITEM NUMBER:

218