

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



**ITEM**  
2.19  
(ID # 7598)

**MEETING DATE:**

Tuesday, July 31, 2018

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of Final Tract Map 36851-1, a Schedule "A" Subdivision in the Thermal  
area. 4th District; [Applicant Fees 100%]

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

1. Approve the Final Map; and
2. Authorize the Chairman of the Board to sign Final Tract Map 36851-1.

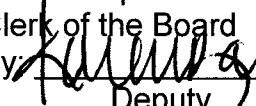
**ACTION:** Consent

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**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**

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

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

**BACKGROUND:**

**Summary**

Tract 36851 was approved by the Board of Supervisors on July 21, 2015 as Agenda Item 16.3. Final Tract Map 36851-1 is the 1<sup>st</sup> phase of 20 phases. Final Tract Map 36851-1 is a 0.17 acre subdivision for condominium purposes that is creating 1 residential lot with 2 condominium units in the Thermal 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.

**Additional Fiscal Information:**

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

**ATTACHMENTS:**

- 36851-1 Vicinity Map
- 36851-1 Mylars

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

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Dwight J. Griffith  
180 Newport Center Drive  
Suite 220  
Newport Beach, CA 92660

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHING A  
PLAN FOR CONDOMINIUM OWNERSHIP

This Declaration is made by Craig Meredith, as Trustee of The Craig Meredith Separate Property Trust u/t/a dated January 18, 1990 on and as of May 25, 2018.

RECITALS

A. Declarant is the owner of the Property located in the City of Thermal, County of Riverside, California, described as follows:

PARCEL NO. 20 OF PARCEL MAP NO. 36923-1, RECORDED IN THE OFFICE OF THE COUNTY RECORDER ON OCTOBER 3, 2012, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 234, PAGES 24 THROUGH 50, INCLUSIVE OF PARCEL MAPS, AND THAT CERTAIN CERTIFICATE OF CORRECTION MONUMENT SUBSTITUTION RECORDED SEPTEMBER 14, 2015 AS INSTRUMENT NO. 2015-0408074 OF OFFICAL RECORDS OF SAID COUNTY.

B. Concurrently herewith, Declarant is dividing the Property into two (2) condominium estates. The Project is described and depicted on a Condominium Plan recorded in official records of the County Recorder of said County and covered by this Declaration.

C. By this Declaration, Declarant intends to establish a plan of condominium ownership that is a "common interest development," consisting of two (2) condominiums which are part of a "planned development" under California Civil Code Section 4100.

DECLARATION

Declarant declares that the Project shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following limitations, reservations, restrictions, easements, covenants, conditions, servitudes, liens and charges, all of which are declared and agreed to be in furtherance of a plan of common interest development for the subdivision, improvement, and protection of the Condominiums within the Project, and all of which are declared and agreed to be enforceable equitable servitudes for the purpose of enhancing, maintaining and protecting the value and attractiveness of the Project. All of the limitations, restrictions, easements, reservations, covenants, conditions, servitudes,

liens and charges shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Project, and shall be binding on and inure to the benefit of the successors in interest of such parties. Declarant further declares that it is the express intent that this Declaration satisfy the requirements of California Civil Code Section 4250.

## 1. DEFINITIONS

1.1. "City" means the City of Thermal, the City in which the Project is located.

1.2. "Club" means The Thermal Club as defined under the Master Declaration.

1.3. "Condominium" means an estate in real property as defined in California Civil Code § 783 and 4125(b), consisting of an undivided fee interest as a tenant-in-common in the Project, a separate fee interest in a Unit.

1.4. "Condominium Plan" means a recorded Condominium Plan prepared to comply with California Civil Code §4120, and any recorded amendments thereto.

1.5. "County" means the County of Riverside, the County in which the Project is located.

1.6. "Declaration" means this Declaration of Covenants, Conditions and Restrictions Establishing a Plan for Condominium Ownership, and any recorded amendments hereto. It is intended that this Declaration shall be a "declaration" as defined in Civil Code §4135 containing the information required by Civil Code §4150.

1.7. "Declarant" means Craig Meredith, as Trustee of The Craig Meredith Separate Property Trust u/t/a dated January 18, 1990, and any successor or assign, if such successor or assign succeeds to or is assigned the rights of Declarant by operation of law or pursuant to a recorded instrument.

1.8 "Master Common Area" means the Common Area as defined under the Master Declaration.

1.9 "Master Declaration" means that certain Declaration of Easements, Convents, Conditions and Restrictions dated September 13, 2013 and recorded on October 3, 2012 as Document No. 2012-0471567 in the Official Records of the County together with all amendments thereto.

1.10 "Membership Rules" mean rules and regulations adopted by the Club and the membership agreement between OpCo and each Owner under the Master Declaration.

1.11. "Mortgage" means a recorded mortgage or deed of trust encumbering a Condominium, which is given as security by an Owner for the payment of money.

1.12. "Mortgagee" means either a mortgagee under a mortgage or the beneficiary under a deed of trust and any holder, governmental guarantor, or insurer of a Mortgage.

1.13 "OpCo" is an affiliate of the declarant under the Master Declaration and has the meaning given in the Master Declaration.

1.14. "Owner" means each person or entity holding a record ownership interest in a Condominium, including Declarant. "Owner" shall not include persons or entities that hold an interest in a Condominium merely as security for the performance of an obligation nor shall it include a lessee or tenant holding a possessory interest.

1.15. "Party Wall" means the common wall located between the Units and adjoining each Unit.

1.16. "Project" means two Condominiums and the Project Common Area as described and depicted on the Condominium Plan and as further described in this Declaration.

1.17. "Project Common Area," has the meaning give in Section 4.

1.18. "Property" means Parcel No. 20 of Parcel Map no. 36923-1as more particularly described in the Recitals.

1.19. "Unit" means a separate interest in space and includes the spatial elements of a Condominium that are not owned in common with the other Owner of a Condominium in the Project.

The Units and their respective elements and boundaries are shown and particularly described in the Condominium Plan, in the deeds conveying the Condominiums to Owners and in this Declaration. Each separate interest in space shall include all real property improvements now located or hereafter constructed within the boundaries of such space, including, without limitation, buildings, structures, landscaping, entranceways, windows, outlets and utility lines, except utility lines that are located within easements which are dedicated to a city or county or utility lines which are owned by a public utility.

## 2. DESCRIPTION OF COMMON INTERESTS, PROJECT RIGHTS, RIGHTS OF ENJOYMENT AND EASEMENTS

2.1 *Master Declaration and Master Common Areas.* The Project is located within the development created under the Master Declaration and each Condominium is subject to all of the terms, covenants, restrictions and provisions contained in the Master Declaration. Each Owner of a Unit shall be a member in the Club as created under the Master Declaration.

2.2. *Ownership of Condominium.* Ownership of each Condominium within the Project shall include an undivided interest in a Project Common Area, a membership in the Club, and any exclusive or nonexclusive easements, servitudes or rights of use appurtenant to such Condominium over the Master Common Area.

2.3. *Owner's Non-Exclusive Easements and Rights of Enjoyment.* Every Owner of a Condominium shall have a nonexclusive easement or right of use, enjoyment, ingress, egress and support in, to and throughout the Project Common Area and the Master Common Area and any improvements thereon or facilities thereof, including the streets, parking areas, sidewalks, paths and walkways.

2.4. *Owner Maintenance or Repairs.* Any Owner, and the Owner's contractor's, representatives or designees, shall have the right to enter the Unit of any other Owner to perform maintenance, repairs, installations, or improvements to the entering Owner's Unit which are reasonably necessary for the use

and enjoyment of the entering Owner's Unit. Requests for entry shall be made in writing and at least three (3) days in advance and such entry shall be at a time convenient to the Owner whose Unit is being entered, except that in case of emergency such right of entry shall be immediate. Any damage caused by such entry shall be repaired by the entering Owner or by the Owner's representative.

2.5. *Utilities Serving Units.* Each Owner, at the Owner's expense, shall have the right to install, maintain, repair, and replace telephone, gas, electric, water, sewer, cable television or other utility lines, pipes, conduits, separate meters and/or connections from the nearest junction box, main, lateral or other source located in or across the Project Common Area to and into the Owner's Unit.

2.6. *Party Wall Easement.* The Party Wall adjoining each of the Units is hereby declared to have an easement appurtenant, on, over, and upon such adjoining Unit for such Party Wall, including the right to enter such adjoining Unit to service and maintain such easement and to service, maintain, repair, or replace the improvements constituting such Party Wall. Entry shall be at reasonable times after prior written notice as required by Section 2.4 above, except that in case of emergency the right of entry shall be immediate. Each Owner shall be responsible for the maintenance, repair, and reconstruction of that portion of any Party Wall which is located within the Owner's Unit and to share the expense of repair or reconstruction of the Party Wall with the Owner of the adjoining Unit. In the event either of the Owners damages the Party Wall, and fails to correct the damage, or neglects or refuses to maintain, repair, or reconstruct the Party Wall after written notice to do so from the other Owner, the other Owner can perform the maintenance, repair, or restoration and may recover the expense thereof and any incidental expense or consequential damages from the neglecting or refusing Owner. No Owner shall alter the shape, size, or construction of the Party Wall, or repair or replace the Party Wall using materials different than those used in the original construction of the Party Wall, without the prior written consent of the other Owner.

2.7. *Delegation of Use; Contract Purchasers.* Any Owner may delegate the Owner's rights of use and enjoyment in the Project and the Master Common Area, including any recreational facilities, to the members of the Owner's family, the Owner's guests, and invitees, subject, however, to compliance by such delegatee with the provisions of this Declaration, the Master Declaration and Membership Rules. However, if an Owner has sold a Condominium to a contract purchaser or rented it to a tenant, the Owner, members of the Owner's family, the Owner's guests and invitees, shall not be entitled to use and enjoy the recreational facilities of the Project or Master Common Area while possession of the Owner's Unit is held by such contract purchaser or tenant, unless the Owner resides in another Unit in the Project. Any lease, rental agreement or contract of sale entered into between an Owner and a lessee, tenant or contract purchaser of a Condominium shall be subject to, shall incorporate by reference, and shall require performance by the lessee, tenant or contract purchaser of, all covenants, conditions and restrictions contained herein, which provision shall be for the express benefit of each Owner.

### 3. USE RESTRICTIONS AND COVENANTS

3.1. *Residential Use.* Units shall be used for residential purposes only. No part of the Project shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending, or other such non-residential purpose.

3.2. *Leasing.* The Units may not be leased or rented, and may be used only by the Owners, and/or the guests and invitees of the Owners to the extent permitted by and in compliance with the Master Declaration. The foregoing restriction on leasing applies to both long term and short term leasing (periods of less than one month) both of which are prohibited hereunder.

3.3. *Required Landscaping of Yard Areas; Maintenance Obligations of Owners; Yard Area Restrictions.*

3.3.1. *Required Landscaping of Front Yard Areas.* Each Owner of a Condominium shall install and maintain landscaping on the separate portions of their Unit which is located in the front of the Unit or otherwise visible from the street. All landscaping shall be consistent with the Membership Rules.

3.3.2. *Required Maintenance of Yard Areas.* Each Owner of a Condominium with a fenced or otherwise enclosed exterior yard area shall be responsible for maintaining and repairing and keeping such yard area in a safe, neat, clean, orderly, sanitary and attractive condition and in conformance with any minimum standards and policies established from time to time by the Club.

3.4. *Owner Maintenance of Unit.*

3.4.1. *Owner Maintenance.* Each Owner shall be responsible for maintaining and repairing the mechanical, air conditioning, plumbing, electrical, heating, water, gas, cable television, drains and other lines, equipment, systems and fixtures exclusively serving the Owner's Unit, whether located within the Owner's Unit or within the Project Common Area. Each Owner shall maintain and repair the interior walls, ceilings, windows and doors of the Owner's Unit, the garage, and as applicable, the landscaping and yard area which is part of the Owner's Unit.

3.4.2. *Restrictions on Alterations.* No Owner shall construct any improvement or make any alterations or modifications to the exterior or other structural walls of the building or to the fences or railings, which are part of or adjacent to the other Owner's Unit, without (i) first obtaining the prior written consent of the other Owner, (ii) complying with all Design Guidelines and approval requirements under the Master Declaration, and (iii) obtaining and complying with all required permits from the governmental body having jurisdiction.

3.4.3. *Unit Decoration, Furnishings and Systems.* Each Owner shall maintain in good repair the interior of such Owner's Unit. Each Owner shall have complete discretion as to the choice of furniture, furnishings, and interior decoration of the Owner's Unit and shall have the exclusive right, at such Owner's sole cost and expense, to paint, repaint, paper, drape, carpet and tile and otherwise refinish and decorate the inner surfaces of the walls, ceilings, windows, floors and doors within such Owner's Unit.

3.5 *Noise and Sound Devices.* No Owner shall use or operate any stereos, televisions, musical instruments, power tools, or other sound systems at levels that create vibration in the adjoining Unit or which are clearly audible to occupants of the adjoining Unit.

3.6. *Common Area.* No Owner shall remove, alter or injure in any way any portion of the Project Common Area, including but not limited to, all improvements thereto and personal property located thereon, or any shrubs, trees, grass, plants or other landscaping placed upon the Project Common Area without the prior written consent of the other Owner.

3.7. *Offensive Conduct; Pests; Nuisances.* No noxious or offensive activities shall be conducted within the Project. No Owner shall permit anything or condition to exist upon any portion of the Project which shall or may induce, breed or harbor infectious plant disease or noxious or poisonous insects or vermin. Nothing shall be done on or within the Project that may be or may become an annoyance or nuisance to the residents of the other Unit, or that in any way interferes with the quiet enjoyment of occupants of the other Unit.

3.8. *Motor and Recreational Vehicles and Equipment.*

3.8.1. *General.* The parking and operation of motor and recreational vehicles and equipment upon any portion of the Project or the Master Common Area shall at all times be subject to the Membership Rules as adopted by the Club or OpCo.

3.8.2. *Parking.* Only conventional passenger vehicles and vehicles intended for use upon the Club track facilities shall be permitted to park within the Project and they shall be parked only within a garage or in available parking spaces in the Master Common Area and shall be subject to the Membership Rules.

3.8.3. *Use of Garages and Assigned Parking Spaces.* Garages shall be used only for parking conventional passenger vehicles and limited storage for which the garage was originally designed, and shall not be converted for living or recreational activities. Garage doors shall remain closed at all times except when being used to enter or exit.

3.8.4. *Motor Vehicle Repairs.* No conventional passenger vehicle, recreational vehicle or equipment or commercial vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, serviced, or repainted within the Project.

3.9. *Restrictions on Animals.* Except as expressly provided herein, no animals of any kind shall be raised, bred, or kept in any Unit. Notwithstanding the foregoing Owners may keep the following animals in a Unit:

3.9.1 Trained dogs used for assistance by visually impaired, hearing impaired or physically handicapped persons, or certified companion animals prescribed by a physician; and

3.9.2 Dogs, cats or other ordinary domestic household pets, provided that no more than a combined total of three (3) such pets shall be kept in any Unit, and no animal exceeding a weight of twenty-five pounds (25lbs) may be kept in a Unit. A dog or certified companion animal permitted under 3.9.1 shall be counted towards the three (3) pet limitation. The term "ordinary domestic household pets" expressly excludes poultry (such as chickens and peacocks), pigs or animals that could be considered livestock.

3.10. *Trash Disposal.* No rubbish or debris of any kind shall be placed or permitted to accumulate within or adjacent to any Unit and no odors shall be permitted to arise or emit therefrom, so as to render any such Unit or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other Unit or the Project Common Area or to the occupants of such other Unit. Trash, garbage, or other waste shall be kept only in sanitary containers and shall be regularly collected or shall be deposited in bins or other trash collection receptacles intended for trash collection purposes. No Owner shall



permit or cause any trash or refuse to be kept within any portion of the Project other than in customary receptacles. Except on the scheduled day for trash pickup, these receptacles shall be located within the Owner's garage or in such places specifically designated for such purpose.

3.11. *Outside Drying and Laundering.* No exterior clothesline shall be erected or maintained and there shall be no exterior drying or laundering of clothes on balconies, yard areas, porches or other areas.

3.12. *Insurance Rates and Compliance With Laws and Conditional Use Permit.* Nothing shall be done or kept within any Unit or in the Project Common Area that might increase the rate of, or cause the cancellation of, insurance for the Project or for other Owner of the Project. No Owner shall permit anything to be done or kept within the Owner's Unit that violates any law, ordinance, statute, rule or regulation of any local, city, county, state or federal body.

3.13. *Owner's Obligation for Taxes.* Each Owner shall be obligated to pay any taxes or assessments assessed by the County Assessor of the County against his or her Condominium and against his or her personal property.

3.14. *Owner Obligation for Assessments.* Each Owner shall be obligated to pay, before delinquent, any and all assessments levied under the Master Declaration against their Unit. In the event any assessment under the Master Declaration has been assessed against the Project as a whole and not against the individual Units then each Owner shall pay their proportionate share of the assessment.

3.15. *Indemnification.* Each Owner shall be liable to the other Owner for any damage to the Project Common Area that may be sustained by reason of the willful misconduct or negligence of the Owner, members of the Owner's family, and the contract purchasers, tenants, guests and invitees of the Owner. Each Owner, by acceptance of the deed to the Owner's Condominium, agrees to indemnify each and every other Owner and to hold them harmless from, and to defend them against, any claim of any person for personal injury or property damage occurring within the Unit of the indemnifying Owner, except to the extent that the injury or damage occurred by reason of the willful or negligent act or omission of the or another Owner or person temporarily visiting his or her Unit.

#### 4. PROJECT COMMON AREA MAINTENANCE AND PAYMENT OF EXPENSES

4.1 *Project Common Area.* The Project Common Area shall consist of all areas designated under the Condominium Plan for the mutual or joint use of Owners of the Project and including the following areas of the Project:

- (a) the ground level walkway from the street to the Units;
- (b) the elevator, stairway, landing and common entryway to both Units;
- (c) The utility room and closet at ground level;
- (d) The planter on rear balcony separating the Units; and

(e) The roof of the Units and the Party Wall.

4.2 *Maintenance of Project Common Area.* By acceptance of the deed to a Condominium, each Owner covenants and agrees to pay for their share of the costs for maintaining and keeping the Project Common Area in a good condition and repair, which costs shall be paid equally by the Owners. Subject to Section 4.6 below, Declarant shall be primarily responsible for maintaining the Project Common Area. Declarant shall, except in the case of an emergency, provide the other Owner with a written statement ("Maintenance Notice") of the necessary maintenance work which shall include the scope of the work, the specifications of any materials that will be used in the maintenance work and the estimated cost for such work. The Owner receiving a Maintenance Notice shall have seven (7) days to comment on the same or notify the Declarant in writing of any objection to the work. If an objection is made to the proposed maintenance work, the Owners shall meet and in good faith attempt resolve the objection to the work. If no written objection is given within seven (7) days after receipt of the Maintenance Notice the Owner receiving the Maintenance Notice shall be deemed to have approved the work and agreed to pay its proportionate cost thereof.

4.3 *Payment of Maintenance Costs.* Each Owner shall deliver to the Declarant (or Owner performing the maintenance work) a check or other funds for their share of the costs of the maintenance work within five (5) days after a Maintenance Notice has been approved or deemed approved, and shall deliver any further payment needed to pay their share of the cost of the maintenance work upon completion of the same.

4.4 *Monthly Assessments – Reserves.* Upon the written request of either Owner, the Owners shall establish a monthly assessment for purposes of creating a reserve fund to pay for the maintenance and repair of the Project Common Area. The determination of monthly assessments and reserves shall be subject to the following:

4.4.1 *Procedure for Establishing Monthly Assessment.* At least once every three (3) years the Owners shall determine which portions of the Project Common Area improvements have a useful life of thirty (30) years or less. Upon determining the useful life of Project Common Area improvements, the monthly assessment shall be established to accumulate reserves to pay for the estimated costs to repair, replace or maintain the Project Common Area improvements having a useful life of thirty (30) years or less. If the Owners are unable to agree upon the estimated useful life of the Project Common Area improvements or the monthly assessment necessary to accumulate reserves for the same, then the Owners shall engage a company specializing in such services to perform a study of the Project Common Area improvements and the necessary reserves for the same.

4.4.2. *Reserve Account.* Upon determination of the monthly assessment amount, each Owner shall deposit such amount into a separately established account ("Reserve Account") on the first day of each calendar month. The Reserve Account shall be an interest-bearing account opened at a federally insured banking institution and shall be in the joint names of the Owners. The Reserve Account shall require two signatures for the removal of all funds, one signature from each Owner of a Unit.

4.4.3 *Payment of Repairs and Maintenance.* The costs for repairing, replacing or maintaining the Project Common Area improvements shall be paid out of the Reserve Account. To the extent reserve funds are insufficient to pay for necessary costs of repairing, replacing or maintaining the Project

Common Area improvements the cost shall be paid by the Owners in accordance with Section 4.3 above.

4.5 *Performance of Maintenance Work.* All maintenance work for the Project Common Area shall be performed by licensed contractors and performed in a good and workmanlike manner.

4.6 *Appointment of Maintenance Manager.* If Declarant is no longer the Owner of a Condominium, then the Owners shall agree among themselves as to which Owner will be primarily responsible for maintaining the Project Common Area. Declarant or any Owner with primary responsibility for maintaining the Project Common Area may resign from such position upon providing written notice to the other Owner. Upon any such resignation, the other Owner shall assume primary responsibility for maintaining the Project Common Area.

4.7 *Failure to Pay Maintenance Costs or Assessments.*

4.7.1 *Maintenance Costs.* If an Owner fails to pay their share of Project Common Area maintenance costs ("Defaulting Owner"), the other Owner shall have the right, but not the obligation, to advance the Defaulting Owner's share of the costs and such Owner shall be entitled to receive interest on the funds so advanced at the rate of ten percent (10%) per annum, compounded annually, until paid.

4.7.2 *Monthly Assessments.* If monthly assessments have been established as provided in Section 4.4, any assessment not deposited into the Reserve Account within fifteen (15) days after the date due shall be delinquent and subject to a late charge in the amount of ten percent (10%) of the assessment or \$10.00 whichever is greater. If an assessment is not deposited within thirty (30) days of the date due, such assessment shall bear interest at the rate of ten percent (10%) per annum until paid.

4.7.3 *Remedies for Failure to Pay Maintenance Costs or Assessments.* If an Owner fails to pay their share of Project Common Area maintenance costs or assessment the non-defaulting Owner shall have the following rights:

(a) The non-defaulting Owner shall have the right to bring a collection action against the Defaulting Owner to collect the outstanding maintenance costs and/or assessments together with all interest thereon owed by the Defaulting Owner, and the non-defaulting Owner shall have the right to receive all attorney's fees and costs incurred in such action;

(b) If the payment of any Project Common Area maintenance costs or monthly assessment shall remain outstanding for sixty (60) days or longer, the non-defaulting Owner shall have a lien against the Condominium of the Defaulting Owner in the amount of the delinquent payments plus all interest and costs that are incurred by the non-defaulting Owner or its authorized agent or representative in the collection of such amounts, including reasonable attorneys' fees. The non-defaulting Owner shall have the right to record an assessment lien against the Defaulting Owner's Condominium in accordance with Civil Code Sections 5650 through 5690 for collection of delinquent amounts and enforce the same in accordance with Civil Code Section 5700 et seq.

## 5. INSURANCE

5.1. *Liability Insurance.* Each Owner shall obtain and maintain comprehensive public liability insurance insuring the Owner and their respective family members, guests, invitees, and the agents and employees of each, against any liability incident to the ownership or use of the Project Common Area and ownership or use of Units. The limits of such insurance shall not be less than two million dollars (\$2,000,000) covering all claims for death, personal injury and property damage arising out of a single occurrence.

5.2. *Fire and Extended Coverage Insurance.* Each Owner shall obtain and maintain in force a policy of fire insurance for the full insurable value on a replacement cost basis of their Condominium and the Project Common Area, including structures and improvements located within their Unit and upon or within the Project Common Area. To the extent available, the policy shall contain an agreed amount endorsement or its equivalent, an increased cost of construction or contingent liability from operation of building laws endorsement or their equivalents, an extended coverage endorsement, vandalism and malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to repair or reconstruct the insured improvements.

## 6. PARTITION

Except as expressly provided herein, an Owner shall have no right to partition or divide the Owner's ownership of the Project Common Area. Partition of the entire Project, including the Project Common Area and can be had pursuant to California Civil Code §4610 upon a showing that one of the conditions described in California Civil Code §4610 have been met. Nothing in this Declaration shall prevent partition of a co-tenancy in a Condominium.

## 7. TERM OF DECLARATION

This Declaration shall continue in full force and effect for a term of sixty (60) years after the recordation hereof after which time it shall be automatically extended for successive periods of ten (10) years, unless either of the following occurs (i) the Project is partitioned as authorized in Article 6 hereof, or (ii) until this Declaration is revoked pursuant by the unanimous agreement of the Owners of both Condominiums. Any revocation or termination of this Declaration shall be signed by the Owners of both Condominiums.

## 8. PROTECTION OF MORTGAGEES

8.1. *Mortgage Permitted.* Any Owner may encumber the Owner's Condominium with a Mortgage.

8.2. *Subordination.* Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to any first Mortgage that encumbers all or a portion of the Project, or any Condominium, made in good faith and for value, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such Mortgage unless the Mortgagee expressly subordinates its

interest, in writing, to such lien. If any Condominium is encumbered by a first Mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration shall not operate to affect or impair the lien of the Mortgage. On foreclosure of the first Mortgage, the lien for payment of Project Common Area maintenance costs that has accrued up to the time of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser taking title to the Condominium free of such lien, that has accrued up to the time of the foreclosure sale. On taking title to the Condominium the foreclosure-purchaser shall only be obligated to pay Project Common Area maintenance costs accruing after the foreclosure-purchaser acquired title to the Condominium.

8.3. *Material Amendments and Actions Requiring Consent.* The affirmative vote or written consent of both Owners and the prior written consent (or deemed consent as provided below in Section 8.4) of first Mortgagees on the Condominiums shall be required for any material amendment to the provisions of this Declaration or the Condominium Plan.

8.4. *Material Amendment Defined and Mortgagee Consent.* For purposes of this Section 8, an addition or amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any first Mortgagee who receives a written request delivered by certified or registered mail, with a "return receipt" requested, to consent to or approve actions, additions or amendments requiring consent or approval under this Section 8 who does not submit a written negative response to the requesting party within thirty (30) days after such receipt shall be deemed to have consented to or approved such request.

## 9. DISPUTE NOTIFICATION AND RESOLUTION PROCEDURES

9.1 *Binding Arbitration.* Subject to the limitations of Section 9.2, any dispute regarding the breach of this Declaration by shall be decided by binding arbitration before IVAMS pursuant to its rules governing arbitration pursuant to contract and subject to the following conditions and limitations:

(a) There shall be a single arbitrator, and such arbitrator shall be a retired superior court judge unless the parties agree otherwise;

(b) Any demand for arbitration must be made in writing to the other party and to IVAMS. No demand for arbitration may be made after the date on which the institution of legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.

(c) The arbitrator shall have the power to grant legal and equitable remedies, and award damages, that may be granted or awarded by a judge of the Superior Court of the State of California. The arbitrator shall be required to follow California law, including all relevant precedential and statutory authority, in rendering their decision. The arbitrator shall prepare and provide to the parties a written decision on all matters subject to the arbitration, including factual findings and the reasons that form the basis of the arbitrator's decision. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award of the arbitrator shall be vacated or corrected for any such error or any other grounds specified in California Code of Civil Procedure §1286.2 or 1286.6. The award of the arbitrator shall be mailed to the parties no later than thirty (30) days after the close of the arbitration hearing.

(d) The parties shall have the right to discovery in accordance with California Code of Civil Procedure §1283.05 and the arbitrator's permission shall not be required for the parties to take two (2) or fewer discovery depositions each. Any additional discover depositions shall be subject to the agreement of the parties or the discretion of the arbitrator if the parties cannot otherwise agree. All discovery disputes shall be resolved by the arbitrator.

(e) The provisions of the California Evidence Code shall apply to the arbitration hearing.

(f) The arbitrator may, in his or her discretion, award the costs of arbitration, including the arbitrator's fees, to the prevailing party. Judgment on the arbitration award may be entered in any court having jurisdiction.

9.2. *Limitations on Arbitration.* The provisions of Section 9.1 above shall not (i) prohibit any Owner from filing a judicial action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedy, or (ii) prohibit Declarant or an Owner from recovering costs for maintenance and repair of the Project Common Areas in accordance with Section 4.7 when the Defaulting Owner did not timely object to a Maintenance Notice as provided in Section 4.2, or (iii) prohibit Declarant or any Owner from collecting delinquent assessments in accordance with Section 4.7.

## 10. PROPERTY OWNERS' ASSOCIATION

10.1 *Transfer of Common Area.* Notwithstanding any provision in this Declaration to the contrary, the following provision shall apply:

The property owner's association established herein shall, if dormant, be activated, by incorporation or otherwise, at the request of the County of Riverside, and the property owners' association shall unconditionally accept from the County of Riverside, upon the County's demand, title to all or any part of the Common Area, more particularly described in Section 4.1. Such acceptance shall be through the president of the property owners' association, who shall be authorized to execute any documents required to facilitate transfer of the Common Area. The decision to require activation of the property owners' association and the decision to require that the association unconditionally accept title to the Common Area shall be at the sole discretion of the County of Riverside.

In the event that the Common Area, or any part thereof, is conveyed to the property owners' association, the association, thereafter, shall own such Common Area, shall manage and continuously maintain such Common Area, and shall not sell or transfer such Common Area, or any part thereof, absent prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. The property owners' association shall have the right to assess the owner of each individual lot or unit for the reasonable cost of maintaining such Common Area, and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment. An assessment lien, once created shall be prior to all other liens recorded subsequent to the notice of assessment or other documents creating the assessment lien. This Declaration shall not be terminated, "substantially" amended, or property deannexed therefore 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 property owners' association Rules and Regulation, if any, this Declaration shall control.

10.2 *Formation of Association.* If the County of Riverside shall require the transfer of the Common Area to a property owners' association as provided in Section 10.1 above, the Owners shall form a non-profit mutual benefit association as required thereunder.

## 11. GENERAL PROVISIONS

11.1. *Headings.* The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

11.2. *Severability.* The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions shall not invalidate any other provisions.

11.3. *Cumulative Remedies.* Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver of the remedy.

11.4. *Amendment.* Upon the Declarant's transfer of the first Unit, this Declaration may only be amended upon the unanimous agreement of both Owners and any amendment shall be signed by both Owners.

11.5. *Violations as Nuisance.* Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies herein set forth may be abated or enjoined by any Owner.

11.6. *No Discriminatory Restriction.* No Owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of the Owner's Unit on the basis of race, sex, marital status, national ancestry, color or religion.

11.7. *Liberal Construction.* The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

11.8. *Notification of Sale.* Concurrently with the consummation of the sale of any Condominium under circumstances whereby the transferee becomes an Owner of the Condominium, or within five (5) business days thereafter, the transferee shall notify the other Owner in writing of such sale. Such notification shall set forth the name of the transferee, the transferee's Mortgagee (if any) and the transferor, the transferee's and the Mortgagee's mailing address, and the date of sale. Before the receipt of such notification, any and all communications required or permitted to be given by the Declarant or either Owner shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

11.9. *Number; Gender.* The singular shall include the plural and the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

11.10. *Notices.* Each Owner shall provide the other Owner with an address for receiving notices under the Declaration. Mailing addresses may be changed at any time upon written notification to the other Owner. If an Owner has not given an address different from their Condominium then the address for the Condominium owned by such Owner shall be used for notices. Notices shall be deemed received forty-eight (48) hours after mailing by certified mail, return receipt requested, at the mailing address above specified. Notices shall also be deemed received twenty-four (24) hours after being sent by overnight delivery. Notices given by personal delivery to any occupant of a Condominium over the age of eighteen (18) years shall be deemed given upon delivery.

11.11. *Exhibits.* All exhibits referred to are attached to this Declaration and incorporated by reference.

11.12. *Easements Reserved and Granted; Easements as Rights.* Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in a deed to any Condominium.

11.13. *Binding Effect.* This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of the Owners.

Declarant has executed this instrument as of the date first written above.



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Craig Meredith, as Trustee of The Craig Meredith  
Separate Property Trust u/t/a dated January 18, 1990



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 )

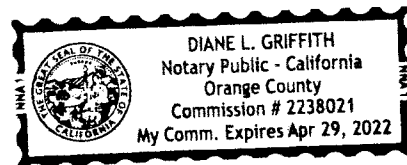
: ss.

COUNTY OF ORANGE )

On May 25, 2018, before me, Diane L. Griffith, Notary Public, personally appeared CRAIG MEREDITH, 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 *Diane L. Griffith*  
Notary Public

(Seal)

**368 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 <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 # (Barcode label)	
	Final Tract Map No 36851-1 Item 2.19 Board Date: 07/31/2018					
	Schedule "A" in the Thermal area 4 <sup>th</sup> District					
21. RECORDS RECEIVED BY: <i>Juana C. Rodriguez</i>			30. REMARKS  <div style="float: right; text-align: center;"> <b>2018 AUG -1 AM 10:21</b>  <small>RECEIVED RIVERSIDE COUNTY CLERK / BOARD OF SUPERVISORS</small> </div>			
22. TITLE <i>ACT I DPJ</i>		23. RECEIVED VIA:				
24. DATE RECEIVED: <i>8/10/18</i>		25. TIME RECEIVED:				
26. BOXES VERIFIED BY:		27. DATE BOXES VERIFIED:				
28. NAME/DATE SCANNED TO HOLDING AREA:						
29. NAME/DATE SCANNED TO LOCATION:						



# TRANSPORTATION DEPARTMENT

## FORM 11 SUMMARY/ROUTING FORM

BOARD APPROVAL REQUIRED:  Yes  No

COUNTY COUNSEL APPROVAL:  Yes  No

<input type="checkbox"/> AGREEMENT/CONTRACT	NO.:
---	------

REQUESTED BOARD DATE: 7/31/2018	CAN IT GO AT A LATER DATE: <input type="checkbox"/> YES <input type="checkbox"/> NO
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<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 TRACT MAP NO: 36851-1 (Schedule "A")

DESCRIPTION: APPROVAL OF FINAL TRACT MAP

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FSM3685101 (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 TRACT MAP IS TO BE EXECUTED BY THE CHAIRMAN OF THE BOARD. THE FINAL TRACT MAP, TOGETHER WITH THE CC&R'S ARE TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
7598			

BOARD AGENDA DATE: 7/31/2018	BOS ITEM NUMBER: 2.19
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IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA

# TRACT NO. 36851-1

BEING A SUBDIVISION OF PARCEL 20 OF PARCEL MAP NO. 36293-1, AS SHOWN BY MAP ON FILE IN BOOK 234 OF PARCEL MAPS, PAGES 24 THROUGH 50, INCLUSIVE, RIVERSIDE COUNTY RECORDS, LYING WITHIN THE SOUTH HALF OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 8 EAST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS      OCTOBER, 2016

## FOR CONDOMINIUM PURPOSES

7598  
7/31/18  
Map No  
36851-1

**RECORD**

FILED THIS  
AT \_\_\_ M. IN  
AT THE REC  
NO: \_\_\_\_\_  
FEE: \_\_\_\_\_  
PETER ALDR  
  
BY: \_\_\_\_\_  
  
SUBDIVISION  
CHICAGO TI

### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

OWNER:  
CRAIG MEREDITH, AS TRUSTEE OF THE CRAIG MEREDITH SEPARATE PROPERTY TRUST  
U/T/A DATED JANUARY 18, 1990

BY: 

CRAIG MEREDITH, TRUSTEE  
(PRINT NAME AND TITLE)

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF LOCAL ORDINANCE AT THE REQUEST OF CRAIG MEREDITH SEPARATE PROPERTY TRUST U/T/A DATED JANUARY 18, 2016. I HEREBY STATE THAT ALL MONUMENTS ARE IN THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED IS TRUE AND COMPLETE AS SHOWN.

DATE: MAY 30, 2018  
Matthew E. Webb  
MATTHEW E. WEBB  
L.S. 5529, EXP. 9/30/18

### COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE TENTATIVE MAP OF TRACT MAP NO. 36851 AS FILED WITH THE BOARD OF SUPERVISORS ON JULY 21, 2015, THE BOARD OF SUPERVISORS AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY