

grant appropriate easements as are made reasonably necessary by the existence of the Improvement to the Association or other Owners, (4) the Applicant's agreement to install water, gas, electrical or other utility meters to measure any increased utility consumption, (5) the Applicant's agreement to reimburse the Association for the cost of maintaining the Improvement (if the Association agrees to accept maintenance responsibility for the Improvement), or (6) upon the Applicant's agreement to complete the proposed work within a stated period of time, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARC may hire architects, contractors and other professionals to assist the ARC in its decisions. The ARC may also issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee and/or a "security deposit" to accompany each application for approval, or stating additional factors which it will take into consideration in reviewing submissions. The ARC may provide that the amount of such fee or security deposit shall be uniform, or that it be determined in any other reasonable manner. The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, landscape plans, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the ARC of any required plans and specifications, the ARC may postpone review of any plans submitted for approval. Decisions of the ARC shall be transmitted in writing by the ARC to the Applicant at the address set forth in the application for approval within forty-five (45) days after receipt by the ARC of all materials required by the ARC. If the decision of the ARC includes the disapproval of any item, the decision shall include an explanation of the reasons for the disapproval and a description of the procedure for reconsideration of the decision by the Board as described in Section 8.9 below. Any application submitted pursuant to this Section 8.2 shall be deemed approved unless written disapproval or a request for additional information or materials by the ARC shall have been transmitted to the Applicant within forty-five (45) days after the date of receipt by the ARC of all required materials. The Applicant shall meet any review or permit requirements of the County prior to performing any work permitted hereunder.

8.3. Meetings of the ARC.

The ARC shall meet from time to time as necessary to perform its duties hereunder. The ARC may from time to time, by resolution unanimously adopted in writing, designate an ARC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARC, except the granting of variances pursuant to Section 8.8. In the absence of such designation, the vote or written consent of a majority of the ARC shall constitute an act of the ARC.

8.4. No Waiver of Future Approvals.

The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

8.5. Compensation of Members.

The members of the ARC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

8.6. Inspection of Work.

The ARC or its duly authorized representative may at any time inspect any work for which approval of plans is required under this Article VIII ("**Work**"), which right to inspect shall include the right to require any Owner to take such action as may be necessary to remedy any noncompliance with the ARC approved plans for the Work or with the requirements of this Declaration ("**Noncompliance**").

(a) Time Limit. The ARC's right to inspect the Work and notify the responsible Owner of any Noncompliance shall terminate sixty (60) days after the latest to occur of the following events: (i) submittal of the plans for the Work to the ARC for its approval as provided in this Article VIII; (ii) completion of the Work as provided in the ARC-approved plans; and (iii) written notice from the Owner to the ARC that the Work has been completed. If the ARC fails to send a notice of Noncompliance to an Owner before this time limit expires, the Work shall be deemed to comply with the approved plans.

(b) Remedy. If an Owner fails to remedy any Noncompliance within sixty (60) days from the date of notification from the ARC, the ARC shall notify the Board in writing of such failure. Upon Notice and Hearing, as provided in the Bylaws, the Board 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 Board ruling is given to the Owner. If the Owner does not comply with the Board ruling within that period, the Board, at its option, may Record a Notice of Noncompliance and/or commence a lawsuit for damages or injunctive relief, as appropriate, to remedy the Noncompliance.

8.7. Scope of Review.

The ARC's decisions shall be based solely on the considerations set forth in this Article VIII, and the ARC's approval of any Improvement does not constitute a finding or warranty by the ARC that the Improvement (i) incorporates good engineering practices, (ii) complies with applicable laws, ordinances, codes or regulations, including without limitation zoning laws, building and safety codes and fire codes, (iii) complies with the requirements of any utility provider, or (iv) is permissible under the terms of any easement, license, permit, Mortgage or other recorded or unrecorded document (other than the Governing Documents).

8.8. Variance.

The ARC may authorize variances from compliance with any of the architectural provisions of this Declaration, including without limitation, 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, must be signed by a majority of the ARC, and shall become

effective upon Recordation. After Declarant has lost the right to appoint a majority of the members of the ARC, the Board must approve any variance recommended by the ARC before any such variance shall become effective. 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 governmental laws and regulations affecting the use of his Lot and Dwelling Unit.

8.9. Reconsideration by the Board.

An Applicant shall have the right to appeal ARC decisions to the Board for reconsideration as required by Section 4765(a)(5) of the California Civil Code. In order to exercise such right, the Applicant must notify the Board in writing that the Applicant is electing to appeal within thirty (30) days following the Applicant's receipt of the decision of the ARC. The appeal shall be heard by the Board no later than sixty (60) days following the Board's receipt of the Applicant's notice of appeal. The decision of the Board shall be transmitted in writing to the Applicant at the address set forth in the Applicant's application to the ARC within forty-five (45) days following the Board's hearing of the appeal. The Board shall have the right, but not the obligation, to adopt additional policies and procedures related to such appeals.

8.10. Notice to Owners.

The Association shall annually provide each Owner with the notice required by Section 4765(c) of the California Civil Code.

ARTICLE IX

9. Maintenance and Repair Obligations.

9.1. Maintenance Obligations of Owners.

Subject to the provisions of Section 9.3 below and the provisions of this Declaration requiring ARC approval, each Owner, at his sole expense, shall maintain, repair, replace and restore his Lot and all Improvements thereon in a neat, sanitary and attractive condition, except for those portions of the Lot, if any, which constitute Association Maintenance Areas or which have been dedicated to and accepted for maintenance by a governmental or quasi-governmental agency or entity. In addition, each Owner, at his sole expense, subject to the provisions of this Declaration requiring ARC approval, shall maintain the interior surface (i.e., the surface facing such Owner's Lot) of any Association Walls and Fences (as defined in Section 1.6 hereof) located on or adjacent to such Owner's Lot except to the extent such Association Walls and Fences consist of wrought iron or tubular steel, in which case such Owner shall have no maintenance responsibility with respect thereto. In performing his maintenance obligations hereunder, each Owner shall follow all maintenance and preventative maintenance recommendations and schedules promulgated by Declarant and the manufacturers of any manufactured products or appliances, as well as commonly accepted maintenance practices. If any Owner shall permit any Improvement,

the maintenance of which is the responsibility of such Owner, to fall into disrepair or to become unsafe, unsightly or unattractive, or to otherwise violate this Declaration, the Association shall have the right to seek any remedies at law or in equity which it may have. In addition, the Association shall have the right, but not the duty, after Notice and Hearing, to enter upon such Owner's Lot to make such repairs or to perform such maintenance and to charge the cost thereof to the Owner. Said cost shall be a Compliance Assessment enforceable as set forth in this Declaration.

9.2. Maintenance Obligations of Association.

No improvement, excavation or work which in any way alters the Common Area or the Association Maintenance Areas shall be made or done by any person other than the Association or its authorized agents after the completion of the construction or installation of the Improvements thereto by Declarant. Subject to the provisions of Sections 6.3 and 9.5 hereof and the provisions of Section 9.1 hereof concerning the obligation of an Owner to maintain the interior surface of any Association Walls and Fences located on or adjacent to such Owner's Lot, upon commencement of Annual Assessments on the Lots in a Phase of Development the Association shall maintain, repair, replace and restore the Common Area and Association Maintenance Areas and all Improvements thereon in such Phase, including without limitation, (i) maintaining, repairing and replacing all portions of any Association Walls and Fences which are not located on or adjacent to a Lot, and (ii) maintaining, repairing and replacing the exterior and top surfaces and the structural integrity of the Association Walls and Fences located on or adjacent to a Lot which do not consist of wrought iron or tubular steel and maintaining, repairing and replacing all portions of such Association Walls and Fences which consist of wrought iron or tubular steel, in a safe, sanitary and attractive condition, and in good order and repair. The Association shall be entitled to add or remove any landscaping Improvements to or from the Common Area and Association Maintenance Areas and shall ensure that the landscaping on the Common Area and Association Maintenance Areas is maintained free of weeds and disease. In performing its maintenance obligations hereunder, the Association shall follow all maintenance and preventative maintenance recommendations and schedules promulgated by Declarant and any applicable product manufacturers, as well as commonly accepted maintenance practices. Notwithstanding the foregoing, the Association shall not be responsible for the maintenance of any portions of the Common Area or Association Maintenance Areas which have been dedicated to and accepted for maintenance by a governmental or quasi-governmental agency or entity.

No water intensive landscaping shall be included in the Common Area. Instead, low water use landscaping shall be utilized in accordance with County Ordinance No. 859 as adopted and any amendments thereto ("**Ordinance 859**"). The maintenance of such landscaping shall be accomplished in accordance with Ordinance 859 and the County of Riverside Guide to California Friendly Landscaping.

The Association shall inspect and, if required, clean all structural BMPs (as defined in Section 9.4 below) in the Common Area no later than October 15 each year.

The Association must accept ownership of and maintenance responsibility for each portion of the Common Area and Association Maintenance Areas when maintenance responsibility is tendered by Declarant.

The Association shall also be responsible for the maintenance, repair and replacement of any additional areas or Improvements designated for Association maintenance by a majority of the voting power of the Association. Any such property shall be deemed to be a portion of the Association Maintenance Areas.

9.3. Party Walls.

(a) General Rules of Law to Apply. Each wall and fence which is built as a part of the original construction of the Dwelling Units by Declarant and which is located on the Lot line or which serves as the effective boundary between two (2) or more Lots ("**Party Wall**") shall be deemed to be and shall be treated in the same manner as a party wall. To the extent not inconsistent with the provisions of this Section 9.3, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions (including without limitation California Civil Code Section 841) shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable structural repair and maintenance of a Party Wall shall be shared equally by the Owners of the Lots sharing such Party Wall. However, each Owner shall be solely responsible for maintaining and painting the side of any Party Wall which faces such Owner's Lot.

(c) Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner whose Lot is affected thereby may restore it, and the Owner(s) of any other Lot(s) which is/are affected thereby shall contribute equally to the cost of restoration thereof without prejudice, however, to the right of any such Owner to call for a larger contribution from the other(s) under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner for work performed under this Section 9.3 shall be appurtenant to and shall run with the land and shall be binding upon the Owners and their successors, assigns and grantees. Notwithstanding the foregoing, the obligation to pay contribution for work already performed shall not run with the land and be binding upon (i) any "first Mortgagee" (as defined in Article XIII below) who obtains title to a Lot pursuant to foreclosure of its Mortgage or by deed in lieu of foreclosure, and (ii) any purchaser at a foreclosure sale of a first Mortgage.

9.4. NPDES Requirements.

The Properties are subject to any applicable Federal, State and local requirements of the National Pollutant Discharge Elimination System ("**NPDES**") adopted pursuant to the Federal Clean Water Act, including without limitation any Storm Water Pollution Prevention Plan, Water

Quality Management Plan or similar plan for the Properties ("**Water Management Plan**") which identifies certain Best Management Practices ("**BMPs**") to reduce the discharge of pollutants to storm water facilities before, during and after construction on the Properties is completed. The Association and the Owners, as applicable, shall comply with all BMPs and perform all maintenance imposed by the Water Management Plan and all other governmental requirements. Any costs incurred by the Association in connection with the foregoing shall be Common Expenses.

9.5. Damage to Common Area by Owners.

The cost of any maintenance, repairs or replacements by the Association within the Common Area or Association Maintenance Areas, arising out of or caused by the willful or negligent act of an Owner, his tenants, or their Families, guests or invitees shall, after Notice and Hearing, be levied by the Board as a Compliance Assessment against such Owner.

9.6. Damage to Dwelling Units-Reconstruction.

If all or any portion of any Lot or Dwelling Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Lot to rebuild, repair or reconstruct the Lot and the Dwelling Unit on such Lot in a manner which will restore them substantially to their appearance and condition immediately prior to the casualty or as otherwise approved by the ARC. The Owner of any damaged Lot or Dwelling Unit and the ARC shall be obligated to proceed with all due diligence hereunder, and such Owner shall cause reconstruction to commence within six (6) months after the damage occurs and to be completed within one (1) year after damage occurs, unless prevented by causes beyond his reasonable control. A transferee of title to the Lot which is damaged or upon which is located a damaged Dwelling Unit shall commence and complete reconstruction in the respective periods which would have remained for the performance of such obligations if the Owner of the Lot at the time of the damage still held title to the Lot. However, in no event shall such transferee of title be required to commence or complete such reconstruction in less than three (3) months from the date such transferee acquired title to the Lot. Notwithstanding any of the foregoing, the provisions of this Section 9.6 shall not require an Owner to repair or reconstruct any portion of his Lot which constitutes Association Maintenance Areas which are required to be repaired or reconstructed by the Association pursuant to Article XI of this Declaration.

ARTICLE X

10. Use Restrictions.

All real property within the Properties shall be held, used and enjoyed subject to the following limitations and restrictions and the exemptions of Declarant set forth in this Declaration.

10.1. Single Family Residence.

Each Lot shall be used as a residence for a single Family and for no other purpose. An Owner may rent his Lot to a single Family provided that the Lot is rented pursuant to a lease or rental agreement which is (a) in writing, (b) subject to all of the provisions of the Governing Documents, (c) for a term of not less than thirty (30) days, and (d) not for transient occupancy

purposes (including hotel, inn, bed and breakfast, vacation rental, time-share or similar temporary lodging). Upon the renting of a Lot, the Owner shall be deemed to have assigned all of the Owner's rights to use the Common Area owned in fee by the Association, if any, to the lessee or tenant. The Owner shall at all times be responsible for his tenant's or lessee's compliance with all of the provisions of the Governing Documents. A lessee or tenant shall have no obligation to the Association to pay assessments imposed by the Association, nor shall any lessee or tenant have any voting rights in the Association. Copies of the Governing Documents shall be provided to each tenant or lessee by the Owner of the Lot. None of the foregoing shall prevent an Owner from renting his Lot to Declarant for use as a sales office, model home, parking area or for other residential or non-residential purposes.

10.2. Business or Commercial Activity.

No part of the Properties shall ever be used for any business, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes, including without limitation any activity for which the provider is compensated in any way or receives any form of consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license; except Declarant, its successors and assigns may use any portion of the Properties for a model home site and display and sales offices in accordance with Article XIV hereof. The provisions of this Section 10.2 shall not preclude any of the above-described activities without external evidence thereof, provided that all of the following conditions are fulfilled: (a) such activities are conducted in conformance with all applicable governmental ordinances; (b) the patrons or clientele of such activities do not visit the Lot or park automobiles or other vehicles within the Properties; (c) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Lot; (d) no such activity increases the liability or casualty insurance obligation or premium of the Association; and (e) such activities are consistent with the residential character of the Properties and conform with the provisions of this Declaration.

10.3. Nuisances.

No noxious or offensive activities shall be carried on upon the Properties or on any public street abutting or visible from the Properties. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Dwelling Unit and its contents and reasonable speakers (including exterior speakers) for home entertainment sound systems, shall be placed or used on any Lot. Noisy or smoky vehicles, large power equipment and large power tools (excluding lawn mowers and other equipment utilized in connection with ordinary landscape maintenance), off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Properties, and objects which create or emit loud noises or noxious odors shall not be located, used or placed on any portion of the Properties or on any public street abutting the Properties. No unreasonable noise levels from a barking dog or other animal are permitted (e.g., chronic daily barking by a dog over extended periods of time). The Board shall have the right to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance. No Owner shall permit or cause anything to be done or kept on the Properties or on any public street abutting the Properties which may increase the rate of

insurance in the Properties, or result in the cancellation of such insurance, or which will obstruct or interfere with the rights of other Owners, nor commit or permit any nuisance thereon or violate any law. Each Owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a Dwelling Unit. Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of children and other Family members or persons residing in or visiting his Lot. Any damage to the Common Area, personal property of the Association, Association Maintenance Areas or property of another Owner, caused by such children or other Family members, shall be repaired at the sole expense of the Owner of the Lot where such children or other Family members or persons are residing or visiting.

10.4. Signs.

Subject to the provisions of Sections 712, 713 and 4710 of the California Civil Code, no sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties or on any public street abutting or visible from the Properties without the prior written consent of the ARC, except (a) one (1) sign for each Lot, not larger than eighteen (18) inches by thirty (30) inches, advertising the Lot for sale or rent, (b) traffic and other signs installed by Declarant as part of the original construction of the Properties, or (c) signs, regardless of size, used by Declarant to advertise the Properties during the construction and sales period or installed by Declarant to denote visitor parking on the Common Area. All signs or billboards shall conform to the requirements of all applicable laws.

10.5. Parking and Vehicular Restrictions.

(a) Prohibited Vehicles. The following vehicles are Prohibited Vehicles: recreational vehicles (e.g., motorhomes, travel trailers, camper vans, boats, etc.), commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, etc.), buses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, inoperable vehicles or parts of vehicles, aircraft, other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board. Prohibited Vehicles shall not be parked, stored or kept within the Properties. The foregoing shall not preclude (i) the parking of commercial-type vehicles, buses or vans owned by third parties for purposes of loading or unloading or completing their intended tasks, and (ii) the parking of recreational vehicles for purposes of loading or unloading for periods not to exceed four (4) hours in any twenty four (24) hour period. The Association has the power to identify additional vehicles as Prohibited Vehicles and to adapt the foregoing restrictions to other types of vehicles that are not listed above.

(b) General Restrictions. Subject to the restriction on Prohibited Vehicles, all vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Lot and kept within the Properties shall be parked in the garage of that Owner to the extent of the space available; provided that each Owner shall ensure that any such garage accommodates the number of vehicles for which it was originally constructed by Declarant. The Association, upon not less than two (2) days prior written notice to the Owner, shall have the right to inspect the

garage of any Owner to verify compliance with the foregoing. No repair, maintenance or restoration of any vehicle shall be conducted on the Properties except within an enclosed garage when the garage door is closed (with proper ventilation to prevent the dangerous build-up of toxic fumes), provided such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance.

(c) Parking Regulations. The Board may establish additional regulations as it deems appropriate in its sole discretion with regard to any of the parking areas not assigned to individual Lots, including without limitation designating "parking," "guest parking," and "no parking" areas thereon; and shall have the power to enforce all parking and vehicle use regulations applicable to the Properties, including the power to remove violating vehicles from any of the Properties pursuant to California Vehicle Code Section 22658 or other applicable laws. If the Board fails to enforce any of the parking or vehicle use regulations, the County may, but need not, enforce such regulations in accordance with state and local laws and ordinances.

10.6. Animal Restrictions.

No livestock, insects, reptiles, poultry or other animals of any kind shall be raised, bred or kept on the Properties except that usual and ordinary domestic dogs, cats, fish, birds and other household pets (excluding, without limitation, equine, bovine, sheep, swine, goats and other such animals) may be kept on Lots, provided that they are not kept, bred or maintained for commercial purposes, in unreasonable quantities, or in violation of the Rules and Regulations. As used in this Declaration, "**unreasonable quantities**" shall mean more than two (2) dogs, cats or combination thereof per household. Small household pets such as fish and caged birds may also be kept in reasonable quantities so long as there is no external evidence of their presence in the Properties. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure or on a leash being held by a person capable of controlling the animal. Furthermore, any Owner shall be liable to each and all remaining Owners, their Families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Properties by such Owner or by members of his Family, his tenants or his guests. It shall be the duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Properties, or public street abutting or visible from the Properties. In addition to the foregoing, any Owner who maintains any animal within the Properties, whether in compliance with or in violation of this Declaration, shall indemnify, defend and hold the Association and its officers, directors, agents and employees free and harmless from any and all claims, demands and causes of action (including without limitation attorneys' fees) brought by any party against the Association or its officers, directors, agents or employees for any personal injury, property damage or other damage caused by such animal.

10.7. Trash and Unsightly Items.

No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Lot, the Common Area or on any public street abutting or visible from the Properties, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be

permitted to arise therefrom so as to render the Properties, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of neighboring Lots only from 5:00 p.m. the day before the trash collection to 10:00 p.m. the day of trash collection. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor and fire pits in enclosed areas and designed in such a manner that they do not create a fire hazard. No clothing, household fabrics or other unsightly articles shall be hung, dried or aired on or over any Lot in such a way as to be visible from any other Lot, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties except within an enclosed structure or if appropriately screened from view. No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon the Properties.

10.8. Temporary Buildings.

No outbuilding, basement, tent, shack, shed or other temporary building or Improvement of any kind shall be placed upon any portion of the Properties either temporarily or permanently (except for short term use of tents for recreational purposes in the back yards of the Lots). No garage, carport, trailer, camper, motor home, recreation vehicle or other vehicle shall be used as a residence in the Properties, either temporarily or permanently.

10.9. Outside Installations.

No radio station or shortwave operators of any kind shall operate from any Lot or Dwelling Unit unless approved by the ARC. Subject to the provisions of Section 4725 of the California Civil Code and any rules or regulations adopted by the Federal Communications Commission pursuant to the Telecommunications Act of 1996, no exterior radio antenna, "C.B." antenna, television antenna, earth receiving station, satellite dish or other antenna of any type shall be erected or maintained in the Properties unless approved by the ARC. However, a master antenna or antennae or cable television antenna or antennae may, but need not, be provided by Declarant for the use of all Owners, and Declarant may grant easements for such purposes. No basketball backboard or other sports apparatus shall be constructed or maintained in the Properties without the prior approval of the ARC. No patio cover, wiring, or air conditioning fixture, water softeners, or other devices shall be installed on the exterior of a Dwelling Unit or be allowed to protrude through the walls or roof of the Dwelling Unit (with the exception of those items installed during the original construction of the Dwelling Unit) unless the prior written approval of the ARC is obtained.

10.10. Drilling.

No oil drilling, oil, gas or mineral development operations, oil refining, geothermal exploration or development, quarrying or mining operations of any kind shall be permitted upon or in any Lot or the Common Area, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any Lot or the Common Area or within five hundred feet (500') below the surface thereof. No derrick or other structure designed for use in boring for water, oil, geothermal heat or natural gas shall be erected, maintained or permitted upon any Lot or the Common Area.

10.11. Further Subdivision.

Except as otherwise provided herein, no Owner shall further partition or subdivide his Lot, including without limitation any division of his Lot into time-share estates or time-share uses; provided, however, that this provision shall not be construed to limit the right of an Owner (1) to rent or lease his entire Lot by means of a written lease or rental agreement subject to the restrictions of this Declaration; (2) to sell his Lot; or (3) to transfer or sell any Lot to more than one Person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property. Any failure by the lessee of such Lot to comply with the terms of this Declaration, the Bylaws of the Association or the Rules and Regulations shall constitute a default under the lease or rental agreement.

10.12. Drainage.

There shall be no interference with or alteration of the established surface and subsurface drainage patterns over any Lot within the Properties unless an adequate alternative provision is made for proper drainage with the prior written approval of the ARC. For the purpose hereof, "**established**" drainage is defined as the drainage which exists at the time that such Lot is conveyed to a purchaser from Declarant or as shown on any plan subsequently approved by the ARC, and shall include drainage from the Lots onto the Common Area and from the Common Area onto the Lots. The "**established drainage pattern**" may include roof mounted gutters and downspouts and "cross lot drainage" whereby water from a Lot drains across one (1) or more adjoining Lots or the Common Area or whereby water from the Common Area drains across one (1) or more adjoining Lots by means which include surface sheet flow, subsurface drain lines, bench drains, "v" ditches or other drainage facilities. Each Owner of a Lot affected by such cross lot drainage shall permit free access by the Association and/or other applicable Owners to all drainage facilities located on his Lot which affect the Common Area or adjoining Lots when such access is essential for the maintenance or permanent stabilization of slopes or the maintenance of such drainage facilities. Each Owner shall keep all such drainage facilities on his Lot in proper working order and free from dirt, debris and other obstructions. Declarant expressly reserves for the benefit of each Owner and his Lot and for the Common Area, reciprocal nonexclusive easements over the Lots and the Common Area for the drainage of water in accordance with the foregoing.

10.13. Water Supply Systems.

No individual water supply, sewage disposal system, or water softener system shall be permitted on any Lot in the Properties unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water district, the County, the ARC, and all other applicable governmental authorities.

10.14. View Obstructions.

Each Owner, by accepting title to a Lot, hereby acknowledges that (a) there are no protected views within the Properties, and no Lot is assured the existence or unobstructed continuation of any particular view, and (b) any construction, landscaping or other installation of Improvements

by Declarant, other Owners or others may impair the view from any Lot, and the Owners hereby consent to such view impairment.

10.15. Solar Energy Systems.

Each Owner may install a solar energy system on his Lot which serves his Dwelling Unit so long as (1) the design and location of the solar energy system meets the requirements of all applicable laws, and (2) said design and location receives the prior written approval of the ARC pursuant to Article VIII of this Declaration (subject to the provisions of Section 714 of the California Civil Code).

(a) System Described. Some or all of the Dwelling Units in the Properties may be improved with roof-mounted residential solar energy systems (each, including any modifications or replacements, a **"System"**). Each system may include some or all of the following components:

- (i) roof-mounted frames and brackets;
- (ii) roof-integrated photovoltaic roof tiles, roof-mounted or roof-inserted solar panels, or other roof-mounted devices or structures or part of a device or structure used to collect and transform solar energy into thermal, chemical or electrical energy for any or all of (i) water heating, (ii) space heating or cooling, or (iii) power generation (each a **"Solar Array"**);
- (iii) electrical wiring;
- (iv) an inverter that converts DC electricity generated by the Solar Array to AC electricity for home use;
- (v) a bi-directional electric meter compatible with solar energy generation; and
- (vi) a web-based solar energy monitoring system.

(b) Other System Requirements. To be subject to the protections of this Declaration, a Solar Array must be located on the roof, comply with the building codes and other applicable regulations of the local governmental agencies having jurisdiction over the Properties, and must be no less than ten (10) feet above the Grade Plane of the Lot on which the Solar Array is located. As used herein, **"Grade Plane"** means a reference plane representing the average of the finished ground level adjoining the Dwelling Unit along the exterior walls nearest the Solar Array. Where the finished ground level slopes away from the exterior walls, the Grade Plane shall be established by the lowest points within the area between the Dwelling Unit and the Lot line or, where the Lot line is more than six (6) feet from the Dwelling Unit, between the Dwelling Unit and a point six (6) feet from the Dwelling Unit. The components of a System may change due to the cost or availability of new or different technology. A System that is

installed on a Lot may be purchased and owned by the Owner of the Lot, or it may be operated under the terms of a written lease or power purchase agreement between the Owner and a third-party entity.

(c) Solar Array Shading Restriction. A System generates energy by exposure to the sun, and the generation of energy will be reduced or even eliminated if trees, landscaping, structures or other Improvements on any Lot are allowed to cause shading of the System's Solar Array. Solar Array shading restrictions are established to protect the reliable and beneficial production of solar energy from Systems.

As used in this Declaration, "**Prohibited Shading**" means any shadow cast over any portion of the surface of any Solar Array at any time by any trees, other landscaping, structures or other Improvements that do not comply with the requirements of Section 10.15(e) below. No Owner of a Lot may permit any trees, other landscaping, structures or other Improvements to be installed or maintained on such Lot that causes Prohibited Shading of a Solar Array, whether such Solar Array is located on such Owner's Lot or on a neighboring Lot. Further, no Owner of a Lot may permit the planting of any tree or other landscaping on the Lot that, at its generally accepted mature height, will likely cause Prohibited Shading.

Every Owner of a Lot must consider the height at maturity and the location of trees planted on such Owner's Lot, and the height and location of other Improvements installed on such Owner's Lot, in order to prevent Prohibited Shading of any Solar Array. This Prohibited Shading restriction will apply to any Solar Array installed in the future unless Prohibited Shading of such Solar Array exists at the time the Solar Array is installed or will occur at any time during the three hundred sixty four (364) days after installation as a result of pre-existing shading conditions. Notwithstanding the foregoing, no Prohibited Shading is ever permitted if the future Solar Array that is being shaded is or will be installed by or on behalf of Declarant as part of the original construction of a Dwelling Unit by Declarant ("**Declarant Installed Array**"), and every Owner must obtain from Declarant information concerning Declarant Installed Arrays planned for the future as described in Section 10.15(h) below. This Prohibited Shading restriction also applies regardless of the fact that an applicable local governmental agency or the ARC may have issued an approval or permit for the subject tree, other landscaping, structures or other Improvements causing the Prohibited Shading. This Prohibited Shading restriction does not apply to shading caused by Dwelling Units or other Improvements constructed by Declarant or to trees or other landscaping installed by Declarant.

(d) Design and Approval of Improvements. To prevent Prohibited Shading of Solar Arrays by Improvements installed by Owners of Lots or persons in control of such Lots (and except for Declarant installed trees as provided below), the distance of planted trees and other Improvements from the nearest point of a nearby Solar Array must be carefully planned. Mature trees are generally categorized by height as being small (up to twenty (20) feet), medium (up to thirty five (35) feet) or large (up to fifty (50) feet). An as example, a Solar Array on a one-story Dwelling Unit means that even a small tree, if planted too close to the Dwelling Unit, can cause shading of the Solar Array when the tree matures. Determining the height and

distance of mature trees and other Improvements is very important when Improvements to a Lot are planned by the Owner of such Lot.

(e) Height and Distance Requirements. The following table (“**Horizontal Distance Table**”) is based on the horizontal distance guidelines established by the California Energy Commission (“**CEC**”) to minimize the shading of Solar Arrays in the CEC’s New Solar Homes Partnership Guidebook, Ninth Edition, July 2015. The Horizontal Distance Table describes the closest horizontal distance that trees (as measured from the vertical prolongation of the tree trunk at grade) or other Improvements of various heights may be located from the nearest point of a nearby Solar Array on the roof of a one-story, two-story or three-story Dwelling Unit. The criterion used to determine these height and distance guidelines (“**Minimal Shading Criterion**”) is that no obstruction can be closer than a distance of twice the height the obstruction extends above the lowest point of the Solar Array.

(CONTINUED ON NEXT PAGE)

Solar Array Location	Small Tree Distance (up to 20 feet tall)	Medium Tree Distance (up to 35 feet tall)	Large Tree Distance (up to 50 feet tall)
1 story Dwelling Unit (lowest point of Solar Array is 12 feet above grade)	16 feet (minimum distance from nearest point on Solar Array)	46 feet (minimum distance from nearest point on Solar Array)	76 feet (minimum distance from nearest point on Solar Array)
2 story Dwelling Unit (lowest point of Solar Array is 22 feet above grade)	Any distance	26 feet (minimum distance from nearest point on Solar Array)	56 feet (minimum distance from nearest point on Solar Array)
3 story Dwelling Unit (lowest point of Solar Array is 32 feet above grade)	Any distance	6 feet (minimum distance from nearest point on Solar Array)	36 feet (minimum distance from nearest point on Solar Array)

(f) Application of Requirements. The Minimal Shading Criterion and the requirements established in the Horizontal Distance Table apply to the distance of trees, other landscaping, structures and other Improvements on a Lot from any Solar Array, whether the Solar Array is located on such Lot or on a neighboring Lot. When planning to plant a tree or install any Improvements, the Minimal Shading Criterion and Horizontal Distance Table must be used to determine the areas of maximum height at minimum distance from the nearest point or

points on the Solar Array. For example, using the Minimal Shading Criterion, a tree having a mature height of forty (40) feet should be planted at a distance not less than fifty six (56) feet from the nearest point on a Solar Array on the roof of a one-story Dwelling Unit. The Horizontal Distance Table and the Minimal Shading Criterion do not apply to the location of trees and other landscaping planted on a Lot, the Common Area, the Association Maintenance Areas, a public right-of-way or otherwise by Declarant.

(g) Tree Selection. Once the planned height and distance of trees has been determined, a tree variety must be selected that has the appropriate mature height characteristics. The ARC may issue rules or guidelines containing tree recommendations.

(h) Improvement Plan Approval. An Owner may not permit the planting of any tree or the installation of other Improvements on such Owner's Lot without the prior approval of the ARC under Article VIII of this Declaration. The Improvement plan submitted to the ARC must include, in a scaled drawing, the height and distance from the applicable Solar Arrays of the proposed Improvements and the types of planned trees and their mature heights. The foregoing includes the height and distance from any Declarant Installed Arrays that may be constructed at a later date, and as part of its application to the ARC the Owner shall obtain from Declarant and submit to the ARC information for Declarant Installed Arrays planned for the future that could be shaded by the Improvements planned by the Owner. If Declarant fails to provide such information within twenty (20) days of Declarant's receipt of a written request therefor, the Owner and the ARC shall be entitled to proceed based on the assumption that all adjacent Lots owned by Declarant will ultimately contain a one (1) story Dwelling Unit located five (5) feet from the side property lines and ten (10) feet from the rear property line. The ARC shall not issue any approval to the Owner if the planned Improvement will result in Prohibited Shading of any Solar Array, including any Declarant Installed Arrays planned for the future. In making this determination, the ARC may require that the Improvement plan submitted by the Owner include a certification ("**Certification**") from a licensed architect or a licensed landscape architect (as applicable) that the planned Improvement complies with this Section 10.15, including the prohibition against Prohibited Shading of Declarant Installed Arrays that may be constructed at a later date. The ARC shall be entitled to rely on the Certification, and the ARC shall have no liability for any error, inaccuracy or misrepresentation contained in the Certification.

(i) Maintenance Requirements. Each Owner must maintain the height of trees and other landscaping on such Owner's Lot to prevent Prohibited Shading of any Solar Array. This same obligation applies to the Association with respect to the Common Area and the Association Maintenance Areas. The height and distance standards in the Horizontal Distance Table and the Minimal Shading Criterion establish the maximum height of trees and other landscaping that may be maintained to minimize the shading of Solar Arrays. For example, for a Solar Array on the roof of a one-story Dwelling Unit, existing trees and landscaping must be maintained so that they do not exceeded twenty (20) feet in height at a distance of sixteen (16) feet from the nearest point on the Solar Array, thirty five (35) feet in height at a distance of forty

six (46) feet from the nearest point on the Solar Array, and fifty (50) feet in height at a distance of seventy six (76) feet from the nearest point on the Solar Array.

(j) Impact of Shading Restriction. The restriction against Prohibited Shading of Solar Arrays by trees and other Improvements means that (i) the planting of trees or at least certain trees in the yard areas of a Lot, (ii) the installation of upper-floor additions, roof-mounted structures or other tall Improvements within a Lot, and (iii) the growth of trees to mature heights may be restricted or prohibited. In some cases, the Lots may be adjacent to other lots that are not encumbered by this Declaration. In such cases, these adjacent lots might not be restricted from causing Prohibited Shading of Solar Arrays installed on one or more of the Lots, which may result in the occurrence of Prohibited Shading which impairs the performance of one (1) or more Systems on the Lots.

(k) Effect of Applicable Laws. The provisions of this Declaration are in addition to other restrictions (for example, height, setback, landscaping and architectural design restrictions) that may also apply to the height, location and maintenance of trees and other Improvements installed on a Lot, whether such other restrictions are imposed by law (including without limitation California Civil Code Sections 714 and 714.1 and California Public Resources Code Sections 25980 et seq.) or by easements or other matters of record (collectively, the **“Other Restrictions”**). If there is a conflict between the Other Restrictions and this Declaration, the one that provides for greater protection of the Solar Arrays shall control.

10.16. Installation of Landscaping.

The Owner of each Lot shall complete the installation of landscaping on the front yard of his Lot and any other portions of his Lot which are visible from any street, in accordance with a plan approved by the ARC, within six (6) months after the Close of Escrow for the sale of such Lot from Declarant (except to the extent such landscaping has been installed by Declarant). Each Owner shall obtain all permits necessary and shall comply with all requirements of the County in connection with such landscaping.

10.17. Window Coverings.

No window in any Dwelling Unit shall be covered, in whole or in part, inside or outside, with sheets, aluminum foil, newspaper, paint, reflective tint or any other material reasonably deemed inappropriate for such use by the ARC; provided, however, that an Owner may use plain white sheets to cover windows for a period not to exceed three (3) months from the Close of Escrow or initial occupancy of the Dwelling Unit, whichever occurs first, pending the installation of drapes, curtains, shutters or other appropriate interior window coverings.

10.18. Hazardous Materials.

All Hazardous Materials shall be used and disposed of within the Properties in compliance with applicable law and any program established by the Association with respect thereto. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, anti-freeze, solvents, paints, paint thinners, wood preservatives and other such fluids shall not be discharged into any street or any storm drain or storm water conveyance system within the Properties. Use and disposal of

pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemical treatments shall comply with all applicable laws. As used herein, "**Hazardous Materials**" means any waste, substance, chemical or material which is or becomes subject to any federal, state or local law (including any regulation or ordinance) concerning toxic or hazardous substances, health, industrial hygiene or the environment.

ARTICLE XI

11. Damage and Condemnation.

Damage to or destruction of all or any portion of the Common Area or the Association Maintenance Areas and condemnation of all or any portion of the Common Area shall be handled in the following manner:

(a) If the Common Area or the Association Maintenance Areas are damaged or destroyed, the Association shall cause such Common Area or Association Maintenance Areas to be repaired and reconstructed substantially as they previously existed.

(b) If the cost of effecting total restoration of such Common Area or Association Maintenance Areas exceeds the amount of insurance proceeds, the Association shall cause the same to be repaired and reconstructed substantially as they previously existed, and the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment against each Lot and its respective Owner.

(c) To the extent of funds available for restoration, any restoration or repair of such Common Area or Association Maintenance Areas shall be performed substantially in accordance with the original plans and specifications unless other action is approved by sixty-seven percent (67%) of the voting power of the Association.

(d) Each Member shall be liable to the Association for any damage to the Common Area or the Association Maintenance Areas not fully reimbursed to the Association by insurance proceeds which may be sustained by reason of the negligence or willful misconduct of said Member or the Persons deriving their right and easement of use and enjoyment of the Common Area from said Member, or of his respective Family and guests, both minor and adult. The Association reserves the right, acting through the Board, after Notice and Hearing, to (1) determine whether any claim shall be made upon the insurance maintained by the Association and (2) levy against such Member a Compliance Assessment equal to any deductible paid and the increase, if any, in the insurance premium directly attributable to the damage caused by such Member or the Persons for whom such Member may be liable as described herein. In the case of joint ownership of a Lot, the liability of the owners thereof shall be joint and several, except to the extent that the Association has previously contracted in writing with such joint owners to the contrary. After Notice and Hearing, the cost of correcting such damage, to the extent not reimbursed to the Association by insurance, shall be a Compliance Assessment against such Member.

(e) If at any time all or any portion of the Common Area owned in fee by the Association, if any, or any interest therein, is taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the award in condemnation shall be paid to the Association. Any such award payable to the Association shall be deposited in the Operating Fund. No Member shall be entitled to participate as a party, or otherwise, in any proceedings relating to such condemnation. The Association shall have the exclusive right to participate in such proceedings and shall, in its name alone, represent the interests of all Members.

ARTICLE XII

12. Insurance.

12.1. Casualty Insurance.

The Association shall cause to be obtained and maintained fire and casualty insurance with extended coverage for loss or damage to all insurable Improvements and fixtures originally installed by Declarant or installed by the Association on the Common Area or the Association Maintenance Areas for the full insurance replacement cost thereof without deduction for depreciation or coinsurance. The Association may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area and the Association Maintenance Areas shall be written in the name of, and the proceeds thereof shall be payable to the Association. Subject to Article XI(d) and XIII(d) hereof, insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Annual Assessments levied by the Association.

12.2. Insurance Obligations of Owners.

Each Owner shall insure the Improvements on his Lot, including his entire Dwelling Unit, against loss or damage by fire or by any other casualty, under the standard form of extended endorsement now in use in the State of California or under such other insurance as may be required by the Beneficiary of the first Mortgage on his Lot. All such insurance shall be in an amount as near as practicable to the full replacement value of the Dwelling Unit and appurtenant Improvements, without deduction for depreciation or coinsurance. All such policies shall contain a provision that the same shall not be cancelled or terminated except upon at least thirty (30) days' written notice to the Association. Each Owner shall notify the Association of the existence or nonexistence of an assignment of such insurance maintained by said Owner upon the sale of his Lot. The Association may, but is not obligated to, cure an Owner's failure to comply with this section by purchasing the insurance on behalf of the Owner, who shall then be required to reimburse the Association for its cost of obtaining the insurance. Such cost shall constitute a Compliance Assessment against the Owner.

It is the responsibility of each Owner to provide insurance on his personal property and upon all other property and Improvements within his Dwelling Unit. It shall also be the responsibility of each Owner to carry public liability insurance in the amount such Owner deems desirable to cover his individual liability for damage to person or property occurring inside his Dwelling Unit or elsewhere upon his Lot. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon the Board's request. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him to the Association, to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

12.3. Waiver of Subrogation.

All policies of physical damage insurance maintained by the Association shall provide, if reasonably possible, for waiver of: (1) any defense based on coinsurance; (2) any right of setoff, counterclaim, apportionment, proration or contribution by reason of other insurance not carried by the Association; (3) any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner, or arising from any act, neglect, or omission of any named insured or the respective agents, contractors and employees of any insured; (4) any rights of the insurer to repair, rebuild or replace, and, in the event any Improvement is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the Improvements insured; or (5) notice of the assignment of any Owner of its interest in the insurance by virtue of a conveyance of any Lot. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Manager, Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by such persons, but only to the extent that insurance proceeds are received in compensation for such loss.

12.4. Liability and Other Insurance.

The Association shall have the power and duty to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, in such limits as it shall deem desirable (but in no event less than Two Million Dollars (\$2,000,000.00)) covering all claims for personal injury and property damage arising out of a single occurrence), insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property maintained or required to be maintained by the Association including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The Association may also obtain Worker's Compensation insurance and such other insurance as it may deem desirable, the premiums for which shall be a Common Expense included in the Annual Assessments levied against the Owners. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Association may also obtain such errors and omissions insurance, indemnity bonds, fidelity

bonds and other insurance as it deems advisable, insuring the Board, the officers of the Association and the Manager against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof. However, fidelity bond coverage which names the Association as an obligee must be obtained by or on behalf of the Association for any person or entity handling funds of the Association, including, but not limited to, officers, directors, trustees, employees and agents of the Association and employees of the Manager of the Association, whether or not such Persons are compensated for their services, in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the Manager, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than the sum equal to one-fourth (1/4) of the Annual Assessments on all Lots in the Properties, plus reserve funds. In addition, the Association shall continuously maintain in effect such casualty, flood and liability insurance and fidelity bond coverage meeting the requirements for planned unit developments established by FNMA, GNMA and FHLMC, so long as any of which is a Mortgagee or an Owner of a Lot in the Properties, except to the extent such coverage is not available or has been waived in writing by FNMA, GNMA and FHLMC, as applicable.

12.5. Notice of Expiration Requirements.

If available, each of the policies of insurance maintained by the Association shall contain a provision that said policy shall not be cancelled, terminated, materially modified or allowed to expire by its terms, without ten (10) days' prior written notice to the Board and Declarant and to each Owner and Beneficiary, insurer and guarantor of a first Mortgage who has filed a written request with the carrier for such notice, and every other Person in interest who requests such notice of the insurer.

ARTICLE XIII

13. Rights of Mortgagees.

Notwithstanding any other provision of this Declaration, no amendment or violation of the Declaration shall operate to defeat or render invalid the rights of the Beneficiary under any Deed of Trust upon one (1) or more Lots made in good faith and for value, provided that after the foreclosure of any such Deed of Trust such Lot(s) shall remain subject to this Declaration. For purposes of this Declaration, "**first Mortgage**" shall mean a Mortgage with first priority over other Mortgages or Deeds of Trust on a Lot, and "**first Mortgagee**" shall mean the Beneficiary of a first Mortgage. For purposes of any provisions of this Declaration or the other Governing Documents which require the vote or approval of a specified percentage of first Mortgagees, such vote or approval shall be determined based upon one (1) vote for each Lot encumbered by each such first Mortgage. In order to induce FHLMC, GNMA and FNMA to participate in the financing of the sale of Lots within the Properties, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Governing Documents, these added provisions shall control):

(a) All Beneficiaries, insurers and guarantors of first Mortgages, upon written request to the Association, shall have the right to:

(1) examine current copies of the Association's books, records and financial statements and the Governing Documents during normal business hours; and

(2) receive written notice of all meetings of Owners; and

(3) designate in writing a representative who shall be authorized to attend all meetings of Owners.

(b) The Board may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of FHLMC, FNMA or GNMA or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first Mortgages encumbering Lots. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential Mortgage borrowers and potential sellers of their residential Dwelling Units, if such agencies approve the Properties as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time. Each Owner hereby authorizes his Mortgagees to furnish information to the Board concerning the status of any Mortgage encumbering a Lot.

ARTICLE XIV

14. Declarant Exemption.

Declarant or its successors or assigns intend, but shall not be obligated to undertake the work of constructing Dwelling Units and developing all of the Lots included within the Properties. The completion of that work and sale, resale, rental and other disposal of Dwelling Units is essential to the establishment and welfare of the Properties as a quality residential community. As used in this Article and its subparagraphs, the words "its successors or assigns" specifically do not include purchasers of Lots pursuant to transactions requiring the issuance of a Final Subdivision Public Report. In order that such work may be completed and the Properties be established as a fully occupied residential community as rapidly as possible, no Owner nor the Association shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any Lot or other portion of the Properties owned by them whatever they determine to be necessary or advisable in connection with the completion of such work, including without limitation the alteration of construction plans and designs as Declarant deems advisable in the course of development; or

(b) Prevent Declarant, its successors or assigns, or its or their representatives, from erecting, constructing and maintaining on any portion of the Properties owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing

such work and establishing the Properties as a residential community and disposing of the same by sale, resale, lease or otherwise; or

(c) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any Lot, or any portion thereof, owned or controlled by Declarant, or its successors or assigns, its or their business of developing, altering, subdividing, grading and constructing Dwelling Units and other Improvements to or on any portion of the Properties as a residential community and of disposing of Lots or Dwelling Units by sale, lease or otherwise; or

(d) Prevent Declarant, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any portion of the Properties owned or controlled by any of them as may be necessary in connection with the sale, lease or other marketing of Lots or Dwelling Units in the Properties; or

(e) Prevent Declarant, at any time prior to acquisition of title to a Lot by a purchaser from Declarant, to establish on that Lot additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Properties.

Without in any way limiting the foregoing, there is hereby reserved to Declarant, together with the right to grant and transfer same:

(f) Easements (i) over the Common Area owned in fee by the Association, if any, for the purpose of constructing, erecting, operating and maintaining thereon, therein or thereunder roads, streets, walks, driveways and parkways, and (ii) over the Properties for the installation and maintenance of electric, telephone, cable television, water, gas, irrigation, sanitary sewer and drainage lines and facilities; and

(g) The right to place on, under or across the Properties transmission lines and other facilities for a cable television or a community antenna television system and the right to enter upon the Properties to service, maintain, repair, reconstruct and replace said lines and facilities.

Declarant has the right to develop the Annexable Territory with Improvements that may be different in design, size, character, style and price from those in Phase 1 or any other Phase.

Declarant need not seek or obtain ARC approval of any Improvement constructed or placed on the Properties by Declarant. Declarant, in the exercise of its rights under this Article, shall not unreasonably interfere with the use of the Common Area by any other Owner. Declarant hereby reserves for itself an easement over the Common Area and Association Maintenance Areas to complete such work and Improvements thereon as Declarant may determine in its sole discretion.

Until the date which is ten (10) years following the last Close of Escrow for the sale of a Lot in the Properties and in addition to Declarant's rights as an Owner or Board member, Declarant shall have the right (i) to inspect the books and records of the Association, including without limitation the financial and maintenance records, (ii) to inspect the Common Area and Association Maintenance Areas, (iii) to receive copies of all maintenance records and inspection reports concerning the Common Area and Association Maintenance Areas, (iv) to receive all notices and other documents to which a Beneficiary is entitled pursuant to this Declaration, provided that Declarant shall be provided such notices and other documents without making written request therefor, (v) to receive notice of, attend and speak at all regular and special meetings of the Members and the Board, and (vi) to receive copies of the minutes of all meetings of the Board and the Members.

ARTICLE XV

15. General Provisions.

15.1. Enforcement of Governing Documents.

Subject to the provisions of Section 15.14 of this Declaration, the Governing Documents may be enforced as set forth below.

(a) Violations Identified by the Association. If the Board determines that there is a violation of any provision of the Governing Documents, or the ARC determines that an Improvement which is the maintenance responsibility of an Owner is in need of installation, maintenance, repair, restoration or painting, then the Board shall give written notice to the responsible Owner identifying (i) the condition or violation complained of, and (ii) the length of time the Owner has to remedy the violation including, if applicable, the length of time the Owner has to submit plans to the ARC and the length of time the Owner has to complete the work proposed in the plans submitted to the ARC.

If an Owner does not perform such corrective action as is required by the Board and the ARC within the allotted time, the Board, after Notice and Hearing, may undertake to remedy such condition or violation complained of, and the cost thereof shall be charged to the Owner as a Compliance Assessment. Such Compliance Assessment shall be subject to enforcement and collection by the Board in accordance with the procedures provided for in this Declaration.

If the violation involves nonpayment of any type of Assessment, then the Board shall be entitled to collect such delinquent Assessment pursuant to the procedures set forth in Article VII.

(b) Violations Identified by an Owner. In the event that an Owner alleges that another Owner, his Family, guests or tenants, is violating the Governing Documents (other than nonpayment of any type of Assessment), the complaining Owner must first submit the matter to

the Board for Notice and Hearing before the complaining Owner may resort to alternative dispute resolution if required by Sections 5925 et seq. of the California Civil Code or to litigation for relief.

(c) Legal Proceedings. Failure to comply with any of the terms of the Governing Documents by an Owner, his Family, guests, employees, invitees or tenants, shall be grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of any lien, or any combination thereof; provided, however, that the procedures established in Sections 5900 et seq. and 5925 et seq. of the California Civil Code and in Sections 15.1(a) and (b) above must first be followed if they are applicable. The Rules and Regulations may, but shall not be required to, include the dispute resolution procedures contemplated by Sections 5905 and 5910 of the California Civil Code.

(d) Schedule of Fines. The Board may adopt a schedule of reasonable fines or penalties which, in its reasonable discretion, it may assess against an Owner for the failure of such Owner, or of a resident of or visitor to such Owner's Lot, to comply with any provisions of the Governing Documents. Such fines or penalties may only be assessed by the Board after Notice and Hearing.

(e) No Waiver. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision, or any other provision hereof.

(f) Right to Enforce. The Association, any Owner or Declarant (so long as Declarant is an Owner) shall be entitled to enforce the Governing Documents as described in this Article, subject to Sections 5900 et seq. and 5925 et seq. of the California Civil Code. Each Owner shall have a right of action against the Association for the Association's failure to comply with the Governing Documents. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive.

(g) Attorneys' Fees. Unless specifically provided herein to the contrary, any judgment rendered in any action or proceeding pursuant to this Declaration shall include a sum for attorneys' fees in such amount as the court or arbitrator, as applicable, may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and costs of court or alternative dispute resolution, as applicable.

15.2. Severability.

The provisions of this Declaration are independent and severable. If for any reason any provision of this Declaration becomes invalid, partially invalid, unenforceable, illegal, null and void, or against public policy, or if for any reason a court of competent jurisdiction or arbitrator determines that any provision of this Declaration is invalid, partially invalid, unenforceable, illegal, null and void, or against public policy, the validity and enforceability of the remaining provisions of this Declaration shall remain in effect to the fullest extent permitted by law.

15.3. Term.

This Declaration shall continue in full force for a term of sixty (60) years from the date of Recordation hereof, after which the term shall be automatically extended for successive periods of ten (10) years unless a Declaration of Termination satisfying the requirements of an amendment to the Declaration as set forth in Section 15.5 is Recorded.

15.4. Interpretation.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Common Area and Association Maintenance Areas, and any violation of this Declaration shall be deemed to be a nuisance. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. As used herein, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the other, unless the context dictates otherwise.

15.5. Termination and Amendment.

(a) Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting or election of the Association at which a proposed amendment is to be considered. To be effective, a proposed amendment must be adopted by the vote, in person or by proxy, or written consent of Members representing not less than (i) sixty-seven percent (67%) of the voting power of each class of Members of the Association, and (ii) sixty-seven percent (67%) of the voting power of the Association residing in Members other than Declarant; provided that the specified percentage of the voting power of the Association necessary to amend a specified Section or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that Section or provision. In addition, (i) Article XIV hereof may not be amended, nor shall any amendment be effective which would be counter to Article XIV or any other rights of Declarant, without the prior written consent of Declarant, and (ii) an amendment to this Declaration shall require the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest if such consent is required under Section 15.21 of this Declaration.

(b) Termination of this Declaration shall require approval by the Members as provided in subsection (a) of this Section 15.5 and the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest as provided in Section 15.21 of this Declaration.

(c) A copy of each amendment or termination shall be certified by at least two (2) officers of the Association, and the amendment or termination shall be effective when a Certificate of Amendment or Termination is Recorded. The Certificate, signed and sworn to by at least two (2) officers of the Association that the requisite number of Owners have either voted for or consented in writing to any termination or amendment adopted as provided above, when

Recorded, shall be conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years.

(d) Notwithstanding any other provisions of this Section 15.5 but subject to the provisions of Section 15.21 of this Declaration, at any time prior to the first Close of Escrow for the sale of a Lot within Phase 1, Declarant may unilaterally amend or terminate this Declaration by Recording a written instrument which effects the amendment or termination and is signed and acknowledged by Declarant.

(e) Notwithstanding any other provisions of this Declaration other than Section 15.21 hereof, for so long as Declarant owns any portion of the Properties or the Annexable Territory, Declarant may unilaterally amend this Declaration or a Notice of Addition by Recording a written instrument signed by Declarant in order to (i) conform this Declaration or a Notice of Addition to applicable law, (ii) conform this Declaration or a Notice of Addition to the requirements of the County or other governmental agency or entity, Cal BRE, FNMA, GNMA, FHLMC, VA or FHA then in effect, (iii) correct typographical or other errors, including without limitation errors to any exhibit to this Declaration or a Notice of Addition, or (iv) amend Section 15.14 of this Declaration with respect to any property then owned by Declarant.

(f) Notwithstanding any other provisions of this Declaration other than Section 15.21 hereof, after Declarant no longer owns any portion of the Properties or the Annexable Territory, the Board, on behalf of the Association, may amend this Declaration or a Notice of Addition by Recording a written instrument signed by at least two (2) officers of the Association certifying that the Board approved the amendment for one (1) or more of the purposes described in clauses (i), (ii) and (iii) of Section 15.5(e) above.

15.6. No Public Right or Dedication.

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Properties to the public, or for any public use.

15.7. Constructive Notice and Acceptance.

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Properties does hereby consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Properties or any portion thereof.

15.8. Exhibits.

All exhibits to this Declaration are incorporated herein by this reference. To the extent the location of any Common Area or other Improvements or areas depicted on any exhibit to this Declaration, a Notice of Addition or other document Recorded pursuant to this Declaration conflicts with the actual location of such Improvements or areas, the actual location shall control.

15.9. Notices.

Except as otherwise provided in the Governing Documents or Sections 4040, 4045, 4050 or 4055 of the California Civil Code, notice to be given to an Owner shall be in writing and may be delivered personally to the Owner. Except as otherwise provided in the Governing Documents, personal delivery of such notice to one (1) or more co-owners of a Lot or to any general partner of a partnership owning a Lot shall be deemed delivery to all co-owners or to the partnership, as the case may be. Personal delivery of such notice to any officer or agent for the service of process of a corporation shall be deemed delivery to the corporation, and personal delivery of such notice to any manager, managing member or agent for the service of process of a limited liability company shall be deemed delivery to the limited liability company. In lieu of the foregoing, except as otherwise provided in the Governing Documents or Sections 4040, 4045, 4050 or 4055 of the California Civil Code, such notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to the Association or, if no such address shall have been furnished, to the street address of such Owner's Lot, and such notice shall be deemed delivered three (3) business days after the time of such mailing. Except as otherwise provided in Section 4035 of the California Civil Code, any notice to be given to the Association may be delivered personally to any member of the Board, or sent by United States mail, postage prepaid, addressed to the Association at such address as shall be fixed from time to time and circulated to all Owners.

15.10. Enforcement of Bonded Obligations.

If (1) the Common Area and Association Maintenance Area Improvements in any Phase of Development are not completed prior to the issuance of a Final Subdivision Public Report for such Phase by the Cal BRE, and (2) the Association is obligee under a bond or other arrangement ("**Bond**") required by the Cal BRE to secure performance of the commitment of Declarant to complete such Improvements, the following provisions of this Section will be applicable:

(a) The Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond, with respect to any such Improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that Improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Common Area Improvement, the Board shall be directed to consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of the extension.

(b) A special meeting of Members, for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the failure of the Board to consider and vote on the question, shall be held no fewer than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting signed by Members representing five percent (5%) of the total voting power of the Association. A vote of a majority of the voting power of the Association residing in Members other than Declarant to take action to enforce the obligations under the Bond shall be deemed to

be the decision of the Association, and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

15.11. Nonliability and Indemnification.

(a) General Limitation. Except as specifically provided in the Governing Documents, or as required by law, no right or power conferred on the Board or the ARC by this Declaration, the Articles or the Bylaws shall be construed as a duty, obligation or disability charged upon the Board, the ARC, any member of the Board or of the ARC, or any other officer, employee or agent of the Association. No such Person shall be liable to any party (other than the Association or a party claiming in the name of the Association) for injuries or damage resulting from such Person's acts or omissions within what such Person reasonably believed to be the scope of his Association duties ("**Official Acts**"), except to the extent that such injuries or damage result from such Person's willful or malicious misconduct. No such Person shall be liable to the Association (or to any party claiming in the name of the Association) for injuries or damage resulting from such Person's Official Acts, except to the extent that such injuries or damage result from such Person's negligence or willful or malicious misconduct.

(b) Damages Limitation. A volunteer Board member or volunteer Association officer shall not be personally liable in excess of the coverage of insurance specified below to any Person who suffers injury, including without limitation bodily injury, emotional distress, wrongful death or property damage or loss as a result of the tortious act or omission of the volunteer Board member or officer if all of the following conditions are satisfied:

(1) The Board member or officer is a tenant of a Lot or an Owner of no more than two (2) Lots;

(2) The act or omission was performed within the scope of the Board member's or officer's Association duties (the scope of the Board member's or officer's Association duties shall include but not be limited to (i) whether to conduct an investigation of the Properties for latent deficiencies prior to the expiration of the applicable statute of limitations, and (ii) whether to commence a civil action against the builder for defects in design or construction);

(3) The act or omission was performed in good faith;

(4) The act or omission was not willful, wanton or grossly negligent;

and

(5) The Association maintained and had in effect at the time the act or omission occurred and at the time a claim was made one (1) or more policies of insurance which shall include coverage for (A) general liability of the Association, and (B) individual liability of officers and Board members for negligent acts or omissions in that capacity; provided that both types of coverage are in the amount of at least five hundred thousand dollars (\$500,000.00) if the

Properties then consisted of one hundred (100) or fewer Lots, and at least one million dollars (\$1,000,000.00) if the Properties then consisted of more than one hundred (100) Lots.

A Board member or Association officer who at the time of the act or omission was the Declarant or received direct or indirect compensation as an employee from Declarant or from a financial institution that purchased a Lot at a judicial or nonjudicial foreclosure of a Mortgage is not a volunteer for purposes of this Section 15.11(b). The payment of actual expenses incurred by a Board member or Association officer does not affect the member's or officer's status as a volunteer for purposes of this Section 15.11(b).

(c) Indemnification. The Association shall pay all expenses incurred by, and satisfy any judgment or fine levied against, any person as a result of any action or threatened action against such person to impose liability on such person for his Official Acts, provided that:

(1) The Board determines that such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Association;

(2) In the case of a criminal proceeding, the Board determines that such person had no reasonable cause to believe his conduct was unlawful; and

(3) In the case of an action or threatened action by or in the right of the Association, the Board determines that such person acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Any determination of the Board required under this Section 15.11(c) must be approved by a majority vote of a quorum consisting of Directors who are not parties to the action or threatened action giving rise to the indemnification. If the Board fails or refuses to make any such determination, such determination may be made by the vote of a majority of a quorum of the Members of the Association voting at a meeting of the Association called for such purpose, provided that the person to be indemnified shall not be entitled to vote. Payments made hereunder shall include amounts paid and expenses incurred in settling any such action or threatened action. This Section 15.11(c) shall be construed to authorize payments and indemnification to the fullest extent now or hereafter permitted by applicable law. The entitlement to indemnification hereunder shall inure to the benefit of the estate, executor, administrator, heirs, legatees, or devisees of any person entitled to such indemnification.

15.12. Priorities and Inconsistencies.

If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the Bylaws of the Association, the terms and provisions of this Declaration shall prevail.

15.13. Mergers or Consolidations.

Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated

association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Properties, together with the covenants and restrictions established upon any other property, as one (1) plan.

15.14. Disputes With Declarant.

(a) Prelitigation Procedures. Before the Association commences any action for damages arising out of or related to deficiencies in the design or construction of the Properties or any portion thereof, the parties shall comply with the provisions of California Civil Code Section 6000 (and not with the "Statutory Procedures" described below to the extent such Statutory Procedures could be elected by Declarant). Chapter 4 of Title 7 of Part 2 of Division 2 of the California Civil Code (California Civil Code Sections 910 to 938, inclusive) establishes non-adversarial procedures (the "**Statutory Procedures**") for resolution of certain disputes between (i) homeowners and builders, and (ii) homeowners associations and builders, including claims for damages arising out of or related to deficiencies in the residential construction, design, specifications, surveying, planning, supervision, testing or observation of construction, or other alleged violations of the standards of Chapter 2 of said Title 7. Section 914(a) of the California Civil Code permits builders to elect to use alternative non-adversarial provisions instead of the Statutory Procedures. Section 15.14(b) below contains mediation provisions, which are alternative non-adversarial provisions. Declarant has elected to use the mediation provisions set forth in Section 15.14(b) below instead of the Statutory Procedures. This election is binding. Owners and the Association are not required to initiate the Statutory Procedures under Section 910 of the California Civil Code. Instead, the procedures described in Section 15.14(b) below must be followed. In connection with any civil action by the Association against Declarant for alleged damage to the Properties or any portion thereof, the Board of Directors shall provide any written notice to the Members which may be required by Section 6150 of the California Civil Code.

Commencing on the date of the first annual meeting of the Members, Declarant relinquishes control over the Association's ability to decide whether to initiate any claim related to deficiencies in the construction, design, specifications, surveying, planning, supervision, testing or observation of construction with respect to the Properties or any portion thereof pursuant to Sections 895 et seq. of the California Civil Code ("**Defect Claim**"). This means that Declarant, current employees and agents of Declarant, Board members who are appointed by Declarant, Board members elected by a majority of votes cast by Declarant, and all other persons whose vote or written consent is inconsistent with the intent of the preceding sentence, are prohibited from participating and voting in any decision of the Association or the Owners to initiate a Defect Claim.

The Association may not initiate legal proceedings relating to a Defect Claim without the approval of sixty-seven percent (67%) of the voting power of the Association residing in Members other than Declarant.

(b) Mediation by Owners and Other Parties. As provided in Section 15.14(a) above, before the Association commences any action for damages arising out of or related to deficiencies in the design or construction of the Properties or any portion thereof, the parties shall comply with the provisions of California Civil Code Section 6000 to the extent applicable. All parties, including without limitation any Owner personally and individually (i.e. without serving as a class representative for others or becoming a member of a class action commenced by others), as well as the Association except with respect to (i) matters subject to California Civil Code Section 6000 ("**Section 6000 Matters**"), and (ii) actions taken by the Association against Declarant to collect delinquent Assessments, agree to mediate any and all controversies, disputes or claims with Declarant arising out of, related to, or in any way connected with the Properties, the purchase agreement pursuant to which any Owner acquired a Lot from Declarant ("**Purchase Agreement**") or any resulting transaction, including without limitation claims relating to personal injury or property damage alleged to have been sustained by any Owner, such Owner's Family or other occupants of the Properties or invitees to the Properties ("**Disputes**") before resorting to arbitration as described in Section 15.14(c) below. Mediation is a process in which the parties attempt to resolve a dispute by discussing the dispute in the presence of an impartial, neutral third party authorized by the parties to facilitate the resolution of the dispute ("**Mediator**"). The Mediator is not empowered to impose a settlement on the parties. The parties shall agree upon a Mediator within thirty (30) days of written notice of a Dispute delivered by one party to the other. Delivery of a notice of Dispute shall be in accordance with the notice provisions of the Purchase Agreement if the Dispute is between Declarant and the initial purchaser of a Lot from Declarant and otherwise in accordance with the notice provisions of this Declaration unless applicable law requires notice to be given in another manner. If the parties cannot agree upon the selection of a Mediator within such time period, the parties shall request JAMS, Judicial Arbitrator Group, Inc. or another mutually acceptable dispute resolution service provider (as selected, the "**ADR Provider**") to appoint, within the shortest possible period of time, a Mediator to conduct the mediation. Any party who will be relying upon an expert report and/or or repair estimate at the mediation shall provide the Mediator and the other parties with a copy of such reports and/or estimates. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and evaluate the alleged deficiencies prior to mediation, and any Owner and the Association, as applicable, shall make the property that is the subject of the Dispute available for such purpose. All mediation fees shall be divided equally among the parties; provided, however, that Declarant shall be responsible for any initiation fee to commence mediation, the first eight (8) hours of the Mediator's time, and any administrative fees charged by the ADR Provider for such initiation of mediation and the first eight (8) hours of mediation. Before the mediation begins and consistent with the laws of California, the parties shall agree in writing to limit the admissibility in any arbitration or court action of anything said, any admission made, and any documents prepared in the course of the mediation. If any party commences an arbitration or court proceeding based on

a Dispute without first attempting to resolve the matter through mediation, the other party shall have the right, at any time, to cause such proceeding to be dismissed or set aside, and the commencing party shall pay all costs, expenses and reasonable attorney fees incurred by such party to have such proceeding set aside or dismissed.

(c) ARBITRATION OF DISPUTES. FOR PURPOSES OF THIS SECTION 15.14(c) AND THE REMAINING PORTIONS OF THIS SECTION 15.14 BELOW, "DISPUTE" SHALL INCLUDE SECTION 6000 MATTERS. WITHOUT IN ANY WAY LIMITING THE PROVISIONS OF SECTIONS 15.14(a) AND (b) ABOVE, ALL PARTIES AGREE THAT THE TRANSACTION UNDERLYING ANY DISPUTE INVOLVES INTERSTATE COMMERCE AND THAT ANY DISPUTE NOT SETTLED DURING MEDIATION (OR DURING THE PROCEDURES DESCRIBED IN CALIFORNIA CIVIL CODE SECTION 6000 [**"SECTION 6000 PROCEDURES"**] WITH RESPECT TO SECTION 6000 MATTERS BETWEEN DECLARANT AND THE ASSOCIATION) SHALL BE RESOLVED BY BINDING ARBITRATION AS PROVIDED IN THE FEDERAL ARBITRATION ACT (9 U.S.C. §§1 *ET SEQ.*) BY THE ADR PROVIDER SELECTED BY THE PARTIES, WHICH ADR PROVIDER MAY BE DIFFERENT THAN THE ADR PROVIDER THAT CONDUCTED THE MEDIATION, AND SUCH DISPUTE SHALL NOT BE RESOLVED BY OR IN A COURT OF LAW OR EQUITY. EACH OWNER AGREES TO PERSONALLY AND INDIVIDUALLY (I.E., WITHOUT SERVING AS A CLASS REPRESENTATIVE FOR OTHERS OR BECOMING A MEMBER OF A CLASS ACTION COMMENCED BY OTHERS WITH RESPECT TO THE DISPUTE) ARBITRATE SUCH DISPUTE. A WRITTEN NOTICE OF THE INTENT TO ARBITRATE SUCH DISPUTE SHALL BE DELIVERED BY THE PARTY DESIRING TO ARBITRATE SUCH DISPUTE TO THE OTHER PARTY WITHIN THIRTY (30) DAYS AFTER THE CONCLUSION OF THE MEDIATION (OR THE SECTION 6000 PROCEDURES, IF APPLICABLE) IN ACCORDANCE WITH THE NOTICE PROVISIONS IN THE PURCHASE AGREEMENT IF THE DISPUTE IS BETWEEN DECLARANT AND THE INITIAL PURCHASER OF A LOT FROM DECLARANT AND OTHERWISE IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS DECLARATION UNLESS APPLICABLE LAW REQUIRES NOTICE TO BE GIVEN IN ANOTHER MANNER. THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES SPECIFIED BY THE ADR PROVIDER ("**RULES**"), WHICH RULES MUST INCLUDE, AND IT IS THE EXPRESS INTENT OF ALL PARTIES TO THE DISPUTE, THAT EACH SHALL BE BOUND BY THE FOLLOWING:

(1) THE ARBITRATION SHALL BE CONDUCTED BY A SINGLE ARBITRATOR AGREED UPON BY THE PARTIES WITH AT LEAST TEN (10) YEARS OF EXPERIENCE IN THE SUBJECT MATTER OF THE DISPUTE WHO MAY BE, WITHOUT LIMITATION, AN ATTORNEY LICENSED TO PRACTICE LAW IN CALIFORNIA WITH EXPERIENCE IN REAL ESTATE OR CONSTRUCTION LAW, OR AN EXPERT IN THE CONSTRUCTION INDUSTRY ("**ARBITRATOR**"). IF THE PARTIES CANNOT AGREE UPON THE SELECTION OF AN ARBITRATOR, THE ARBITRATOR SHALL BE SELECTED BY THE ADR PROVIDER IN ACCORDANCE WITH THE RULES. AN ARBITRATOR SHALL BE SELECTED WITHIN THE SHORTEST POSSIBLE PERIOD

AFTER DELIVERY OF THE WRITTEN NOTICE OF INTENT TO ARBITRATE THE DISPUTE. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 15.14, ANY FEES DUE TO THE ADR PROVIDER IN CONNECTION WITH SUCH SELECTION PROCESS SHALL BE SPLIT EQUALLY BY THE PARTIES. IF THE AMOUNT CLAIMED EXCEEDS ONE MILLION DOLLARS (\$1,000,000), THE ARBITRATION SHALL BE HEARD AND DETERMINED BY THREE (3) ARBITRATORS UNLESS THE PARTIES AGREE ON A SINGLE ARBITRATOR. IF THREE (3) ARBITRATORS ARE TO HEAR THE DISPUTE, DECLARANT AND THE OTHER PARTY SHALL EACH SELECT AN ARBITRATOR OF THEIR CHOICE AND THOSE TWO ARBITRATORS SHALL AGREE ON THE SELECTION OF THE THIRD ARBITRATOR.

(2) THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE, INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THE PURCHASE AGREEMENT OR ANY ADDENDA OR AMENDMENT THERETO IS VOID OR VOIDABLE. THE ARBITRATOR'S AUTHORITY IS LIMITED TO RESOLUTION OF THE DISPUTE, AND OTHER CLAIMS MAY NOT BE JOINED OR CONSOLIDATED WITH THE DISPUTE UNLESS AGREED TO IN WRITING BY ALL PARTIES. THE ARBITRATOR SHALL BE AUTHORIZED TO PROVIDE ALL RECOGNIZED REMEDIES AVAILABLE AT LAW FOR ANY CAUSE OF ACTION, EXCEPT INJUNCTIVE RELIEF. THE ARBITRATOR SHALL MAKE A DETERMINATION OF THE DISPUTE AS SOON AS POSSIBLE AFTER COMPLETION OF THE ARBITRATION PROCEEDING. THE PARTIES AGREE THAT THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AGREE THAT NO FINDING OR STIPULATION OF FACT, NO CONCLUSION OF LAW, AND NO ARBITRATION AWARD IN ANY ARBITRATION SHALL BE GIVEN PRECLUSIVE OR COLLATERAL ESTOPPEL EFFECT WITH RESPECT TO ANY ISSUE OR CLAIM IN ANY SUBSEQUENT ARBITRATION OR COURT ACTION, EXCEPT AMONG THE PARTIES TO THE ARBITRATION.

(3) IF THE ARBITRATOR REQUIRES ANY ADVANCE FEES TO BE PAID, DECLARANT SHALL PAY THE ADVANCE FEES. HOWEVER, THE FEES SHALL ULTIMATLEY BE SPLIT EQUALLY AMONG THE PARTIES AS SET FORTH IN SECTION 15.14(C)(1) ABOVE.

(4) JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

(5) ALL ARBITRATIONS SHALL BE CONCLUDED, IF PRACTICABLE, WITHIN ONE HUNDRED EIGHTY (180) DAYS OF THE APPLICABLE PARTY PROVIDING A NOTICE OF INTENT TO ARBITRATE THE DISPUTE TO THE OTHER PARTY.

NOTICE: YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION

DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.

(d) Additional Parties. Any dispute involving Declarant's affiliates, directors, officers, employees and/or agents shall also be subject to mediation and arbitration as described above, and shall not be pursued in a court of law or equity. Declarant may, at its sole discretion, include Declarant's contractors, subcontractors and/or suppliers, as well as any warranty company, insurer or other necessary or proper party as parties in the mediation and arbitration notwithstanding any contrary provision.

(e) Attorneys' Fees/Costs. Except as otherwise expressly provided in this Section 15.14, each party shall bear its own costs and expenses, including attorneys' fees and expert costs and fees, related to any Dispute. The fees and costs associated with mediation and/or arbitration proceedings will depend in large part on the nature of the Dispute. As such, it is not possible to estimate the fees and costs in advance.

(f) Time for Filing/Location. In no event shall the Dispute be submitted for mediation or arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose. Arbitration proceedings shall be conducted in the jurisdiction where the Properties are located.

(g) Consumer Due Process Protocol. Declarant supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees that, notwithstanding the requirements for arbitration stated in this Section 15.14, an Owner or the Association, as applicable, shall have the option, after pursuing mediation (or the Section 6000 Procedures, if applicable) as provided herein, to seek relief in a small claims court for Disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. There shall be no appeal from a decision by a small claims court.

(h) Injunctive Relief. Notwithstanding anything in this Section 15.14 to the contrary, if any party seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such action shall not be interpreted to indicate or be deemed a waiver of the right to mediate or arbitrate.

(i) WAIVER OF CLASS ACTION. EACH PARTY WAIVES THE RIGHT FOR ANY DISPUTE TO BE COMMENCED, HEARD OR RESOLVED AS A CLASS ACTION. DECLARANT AND EACH OWNER WAIVE AND AGREE NOT TO ASSERT ANY

CLASS ACTION OR REPRESENTATIVE ACTION CLAIMS AGAINST THE OTHER IN MEDIATION, ARBITRATION OR OTHERWISE, AND AGREE THAT IT IS THE EXPRESS INTENT OF EACH PARTY THAT CLASS ACTION AND REPRESENTATIVE ACTION PROCEDURES NOT BE ASSERTED OR APPLIED WITH RESPECT TO ANY DISPUTE.

Notwithstanding any other provisions of this Declaration, this Section 15.14 may not be amended without the written consent of Declarant attached to and recorded with such amendment, regardless of whether Declarant continues to maintain an ownership interest in any Lot or Membership in the Association.

15.15. No Representations or Warranties.

No representations or warranties of any kind, express or implied, have been given or made by Declarant, or its agents or employees in connection with the Properties, or any portion thereof, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof as a planned development, except as specifically and expressly set forth in this Declaration and except as may be filed by Declarant from time to time with the Cal BRE.

15.16. Compliance with Applicable Laws.

Notwithstanding the provisions contained in the Governing Documents, the Association and the Owners should be aware that various laws (including without limitation the Davis-Stirling Common Interest Development Act codified at Sections 4000 et seq. of the California Civil Code, the federal Fair Housing Act codified at Title 42 United States Code, Sections 3601 et seq. and the Regulations of the Real Estate Commissioner set forth in Title 10 of the California Code of Regulations, Sections 2790 et seq.) may affect the Properties. Additionally, various governmental bodies (including without limitation the California legislature, the United States Congress and various state and federal agencies) from time to time enact new laws and regulations and amend or repeal existing laws and regulations, and laws and regulations are interpreted by the courts. Accordingly, it is Declarant's intent that the Governing Documents be interpreted and construed to be consistent with applicable laws, which may supplement or override the Governing Documents. Declarant makes no representations or warranties regarding the enforceability of any portion of the Governing Documents.

15.17. References to Code Sections and Regulations.

All references in this Declaration and the other Governing Documents to a federal or state code section or regulation shall mean such code section or regulation as it may be amended or otherwise modified from time to time.

15.18. Post-Tension Concrete System.

Each Owner acknowledges and understands that his Dwelling Unit may have been built using a post-tension concrete system ("**System**"). The System involves placing steel cables under high tension in the concrete slab foundation located beneath the Dwelling Unit. Therefore, any attempt to alter or pierce the foundation (for example, cutting, drilling or installation of a subterranean floor safe) could damage the integrity of the System and/or cause serious injury or

damage to persons or property. Each Owner covenants and agrees that: (i) he shall not cut into or otherwise tamper with the System unless required in the event of an emergency (such as a plumbing leak); (ii) he shall not permit or allow any other person to cut into or tamper with the System unless required in the event of an emergency (such as a plumbing leak); (iii) he shall disclose the existence of the System to any tenant, lessee or subsequent purchaser of the Lot and to any person who may perform the emergency repairs authorized by clauses (i) and (ii) above; and (iv) Declarant shall not be responsible for any damage or injury resulting from or arising in connection with the alteration of the System by the Owner or any employee, agent, Family member or representative of the Owner.

15.19. No Enhanced Protection Agreement.

No provisions of the Governing Documents are intended by Declarant to constitute an "enhanced protection agreement" as defined in California Civil Code Section 901. No provisions of the Governing Documents shall be interpreted to constitute such an enhanced protection agreement.

15.20. Providing Documents to Subsequent Owners.

Each Owner of a Lot shall provide to any subsequent Owner of such Lot all warranties, maintenance recommendations and other documents and information related to such Lot which were provided to the original purchaser of such Lot by Declarant.

15.21. County Required Provisions.

The County's conditions of approval for the Properties require that the provisions set forth below be included in this Declaration verbatim. The "property owners' association" referred to in the provisions below is defined in this Declaration as the "Association."

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

1. The property owners' association established herein shall manage and continuously maintain the 'common area' more particularly described on Exhibit 'B' attached hereto, and shall not sell or transfer the 'common Area' or any part thereof, absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest.

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

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

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

ARTICLE XVI

16. Annexation of Additional Property.

Additional real property may be annexed to Phase 1 and such additional real property may become subject to this Declaration by any of the methods set forth hereinafter:

16.1. Additions by Declarant.

Declarant or its successors or assigns shall have the right from time to time to add the Annexable Territory, or any portion or portions thereof (including any Common Area located therein), to the Properties and to bring such added territory within the general plan and scheme of this Declaration without the approval of the Association, its Board of Directors or Members. As each Phase of Development is developed, Declarant may, with respect thereto, record a supplemental declaration ("**Supplemental Declaration**") which may supplement this Declaration with such additional covenants, conditions, restrictions, reservations and easements as Declarant may deem appropriate for that Phase of Development. Unless otherwise permitted by the County, all of the Annexable Territory must ultimately be annexed to this Declaration.

16.2. Other Additions.

In addition to the provisions for annexation specified in Section 16.1 above, additional real property may be annexed to the Properties and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of Members entitled to exercise no less than two-thirds (2/3) of the voting power of the Association.

16.3. Rights of Added Territory Members.

Subject to the provisions of Section 16.4, upon the Recording of a Notice of Addition containing the provisions as set forth in this Section, all provisions contained in this Declaration shall apply to the real property described in such Notice of Addition (the "**added territory**") in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added territory shall be the same as with respect to the property originally covered hereby, and the rights, powers and responsibilities of the Owners, lessees and occupants of Lots within the added territory, as well as within the property originally subject to this Declaration, shall be the same as if the added territory were originally covered by this Declaration. From and after the first day of the first month following the first Close of Escrow for the sale of a Lot in the added territory, the Owners of Lots located in the added territory shall share in the payment of assessments to the Association to meet Common Expenses of the entire Properties as provided in Section 6.7 hereof. Voting rights attributable to the Lots in the added territory shall not vest until Annual Assessments have commenced as to such Lots.

16.4. Notice of Addition of Territory.

The additions authorized under Sections 16.1 and 16.2 shall be made by Recording a Notice of Addition of Territory, or other similar instrument with respect to the added territory ("**Notice of Addition**") which shall extend the general plan and scheme of this Declaration to such added territory. The Notice of Addition for any addition under Section 16.1 shall be signed by Declarant. The Notice of Addition for any addition under Section 16.2 shall be signed by at least two (2) officers of the Association to certify that the requisite approval of the Members under Section 16.2 was obtained. The Recordation of said Notice of Addition shall constitute and effectuate the annexation of the added territory described therein, and thereupon said added territory shall become and constitute a part of the Properties, become subject to this Declaration and encompassed within the general plan and scheme of the covenants, conditions, restrictions, reservation of easements and equitable servitudes contained herein, and become subject to the functions, powers and jurisdiction of the Association; and the Owners of Lots in the added territory shall automatically become Members of the Association. Such Notice of Addition may contain a Supplemental Declaration with such additions and modifications of the covenants, conditions, restrictions, reservation of easements and equitable servitudes contained in this Declaration as may be necessary to reflect the different character, if any, of the added territory, or as Declarant may deem appropriate in the development of the added territory, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such Notice of Addition or Supplemental Declaration revoke, modify or add to the covenants, conditions, restrictions, reservation of easements, or equitable servitudes established by this Declaration as the same shall pertain to the real property originally covered by this Declaration. Concurrently with the first Close of Escrow for the sale of a Lot in any Phase of Development annexed to the Properties in accordance herewith, Declarant shall pay to the Association an appropriate amount (as determined by the Cal BRE) for reserves for replacement or deferred maintenance of the Common Area in such Phase necessitated by or arising out of the use and occupancy of the Dwelling Units in such Phase under a rental program conducted by Declarant if such rental program was in effect for at least one (1) year prior to such first Close of Escrow.

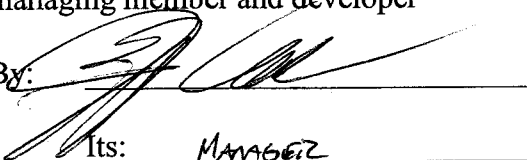
16.5. Deannexation and Amendment.

Declarant may amend a Notice of Addition or delete all or a portion of a Phase of Development or other property subject to this Declaration from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all of such Phase of Development or other property, and provided that (1) an amending instrument or a Notice of Deletion of Territory, as applicable, is Recorded in the same manner as the applicable Notice of Addition was Recorded, (2) Declarant has not exercised any Association vote with respect to any portion of such Phase of Development or other property, (3) assessments have not yet commenced with respect to any portion of such Phase of Development or other property, (4) Close of Escrow has not occurred for the sale of any Lot in such Phase of Development or other property, (5) the Association has not made any expenditures or incurred any obligations with respect to any portion of such Phase of Development or other property, and (6) the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest has been obtained if such consent is required under Section 15.21 of this Declaration.

This Declaration is dated for identification purposes August 23, 2016.

SR CONESTOGA, LLC, a Delaware
limited liability company

By: CONESTOGA DEVELOPMENT, LLC, a
California limited liability company, its co-
managing member and developer

By: 
Its: MANAGER

"Declarant"

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On AUGUST 23, 2016, before me, CINDY R SMITH
_____, Notary Public, personally appeared _____

JEFF COMERCHEZO, 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 Cindy R. Smith

(Seal)

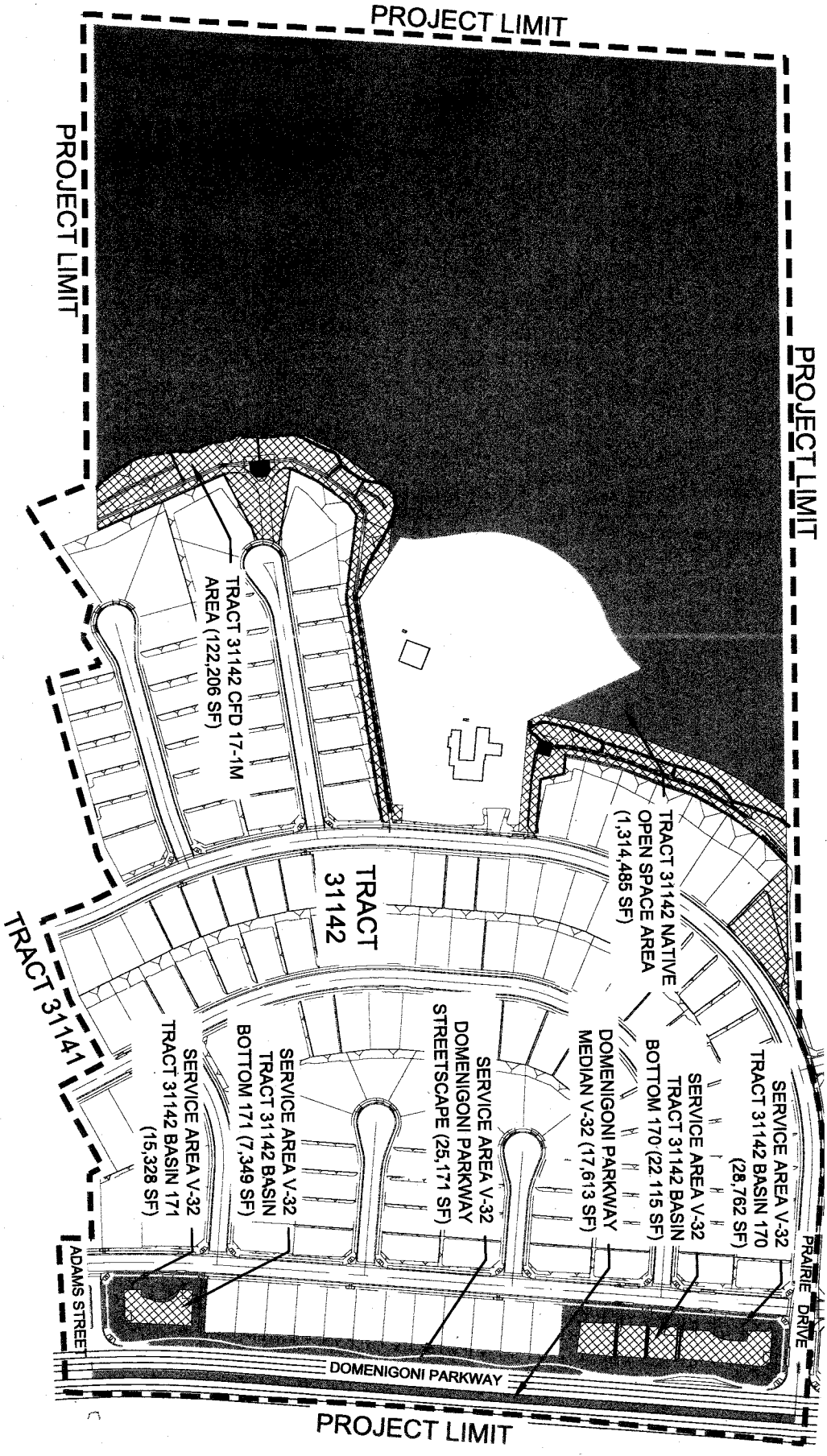
EXHIBIT "A"

LEGAL DESCRIPTION OF ANNEXABLE TERRITORY



That certain real property in the County of Riverside, State of California which is more particularly described as follows:

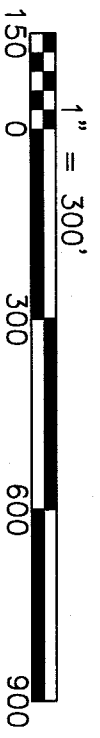
All of Tract No. 31142, as per Map Recorded in Book ____, Pages ____ through ____, inclusive, of Maps, in the Office of the Riverside County Recorder; excepting therefrom, Phase 1.

TRACT NO. 31142 LANDSCAPE MAINTENANCE EXHIBIT B



LANDSCAPE MAINTENANCE LEGEND:

SYMBOL	DESCRIPTION	MAINTENANCE ENTITY
	TRACT 31142 CFD17-1M MAINTAINED LANDSCAPE AREAS	CFD 17-1M
	TRACT 31142 VALLEY WIDE MAINTAINED LANDSCAPE AREAS	V.W.R.&P.D.



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

1. Work Order # _____

1. Page _____ of _____

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

DEPARTMENTAL INFORMATION					
3. DEPARTMENT Clerk of the Board of Supervisors			8. ORG.#		10. DATE 08/29/2018
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 Tract Map 31142 Schedule A 8/28/2018 Item 2.21 CC&R's & Signed Lien Agreement				
21. RECORDS RECEIVED BY: <i>DPS Santa Rodriguez</i>			30. REMARKS		
22. TITLE		23. RECEIVED VIA:			
24. DATE RECEIVED: <i>8/29/18</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:		

RECEIVED RIVERSIDE COUNTY
 CLERK OF SUPERVISORS
 2018 AUG 29 AM 10:09



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: 8/28/2018	CAN IT GO AT A LATER DATE: <input type="checkbox"/> YES <input type="checkbox"/> 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 TRACT MAP NO: 31142 (Schedule "A")
DESCRIPTION: APPROVAL OF FINAL TRACT MAP, IMPROVEMENT AGREEMENTS AND LIEN AGREEMENT

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FSM31142 (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 IMPROVEMENT AGREEMENTS AND LIEN AGREEMENT ARE TO BE EXECUTED BY THE CHAIRMAN OF THE BOARD. THE FINAL TRACT MAP, CC&R'S AND LIEN AGREEMENT ARE DELIVERED, TOGETHER TO THE COUNTY RECORDER. ONE SET OF THE IMPROVEMENT AGREEMENTS ARE RETAINED BY THE COB AND THE REMAINING 2 SETS DELIVERED BACK TO TRANSPORTATION.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
7699			

BOARD AGENDA DATE: 8/28/2018	BOS ITEM NUMBER: 2.21
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