

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



ITEM
2.4
(ID # 8041)

MEETING DATE:
Tuesday, October 2, 2018

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 37169, a Schedule "A" Subdivision in the East
Corona area. 2nd District; [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:


1. Approve the Improvement Agreements and Securities for Final Tract Map 37169 as approved by County Counsel; and
2. Approve the Final Map; and
3. Authorize the Chairman of the Board to sign the Improvement Agreements and Final Tract Map 37169.

ACTION: Consent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: October 2, 2018
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

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

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Tract 37169 was approved by the Board of Supervisors on October 17, 2017 as Agenda Item 18.1. Tract Map 37169 is a 4.16 acre subdivision for condominium purposes in the East Corona area. This Final Map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map.

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

Woodside 05S, LP. desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and Securities which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer. The securities posted by Lexon Insurance Company are as follows:

- \$877,500 - Bond # 1159647 for the completion of street improvements
- \$612,500 - Bond # 1159649 for the completion of the water system
- \$146,000 - Bond # 1159648 for the completion of the sewer system
- \$8,000 - Bond # 1159695 for the completion of the monumentation

Additional Fiscal Information:

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

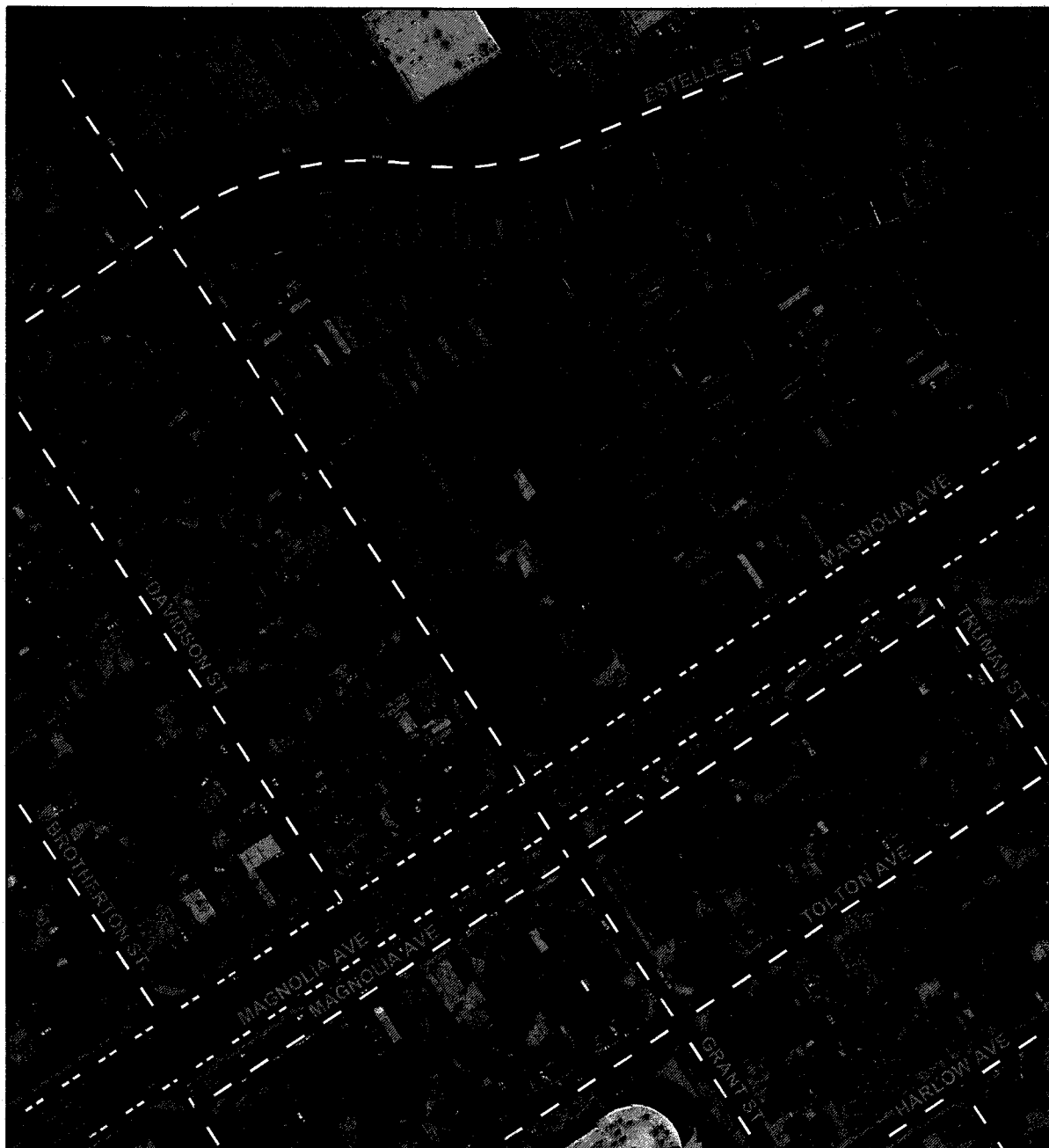
ATTACHMENTS:

- 37169 Vicinity Map
- 37169 Improvement Agreements
- 37169 Mylars

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



Gregory V. Priaplos, Director County Counsel 9/24/2018



NOT TO SCALE

VICINITY MAP

Tract 37169

TWP. 3S., RNG. 6W., SEC. 28

Supervisory District: 2

TRACT NO. 37169

BEING A SUBDIVISION OF A PORTION OF LOT 13, IN BLOCK 58 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 72 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

adkan
ENGINEERS

JUNE 2016
FOR CONDOMINIUM PURPOSES

RECORDER'S STATEMENT

FILED THIS DAY OF _____ 2018 AT _____ M.
IN BOOK _____ OF MAPS, AT PAGES _____
AT THE REQUEST OF THE CLERK OF THE BOARD.
NO. _____
FEE
PETER ALDANA, ASSESSOR-COUNTY CLERK- RECORDER
BY: _____, DEPUTY

SUBDIVISION GUARANTEE:
CHICAGO TITLE COMPANY

OWNER'S STATEMENT

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
ABUTTER'S RIGHTS OF ACCESS ALONG MAGNOLIA AVENUE, THE OWNER OF LOT 1, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES: PRIVATE DRAINAGE EASEMENT, LYING WITHIN LOT 1, AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WOODSIDE 055, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: Christopher Stanicek
CHRISTOPHER STANICEK, ASSISTANT SECRETARY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PATRIC LYNAM ON MARCH 4, 2016. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 8-29-18

Mitchell J. Adkison
MITCHELL J. ADKISON L.S. 8936
EXPIRATION DATE: 9-30-2020



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 37169 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON OCTOBER 17, 2017 THE EXPIRATION DATE BEING OCTOBER 17, 2020 AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: _____, 2018

DAVID L. MCMILLAN, COUNTY SURVEYOR
L.S. 8489
EXPIRATION DATE: 12-31-2018



NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON 9/6/2018 BEFORE ME, Rochelle M. Seonally Notary Public PERSONALLY APPEARED Christopher Stanicek

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/IT/HEY EXECUTED THE SAME IN HIS/HER/ITS/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/IT/HEIR 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 _____

PRINT NAME Rochelle M. Seonally
SIGNATURE [Signature]
NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2105778
MY COMMISSION EXPIRES: May 2, 2019
COUNTY OF PRINCIPAL PLACE OF BUSINESS Riverside

BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES SAID MAP. THE OFFER OF DEDICATION OF ABUTTER'S RIGHTS IS HEREBY ACCEPTED.

DATE: _____, 2018
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST: KECIA HARPER-IHEM
CLERK OF THE BOARD OF SUPERVISORS

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 83,700.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: September 6 2018

CASH OR SURETY BOND

JON CHRISTENSEN
COUNTY TAX COLLECTOR

BY: [Signature] DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 83,700.00.

JON CHRISTENSEN
COUNTY TAX COLLECTOR
BY: [Signature] DEPUTY

DATE: September 6, 2018

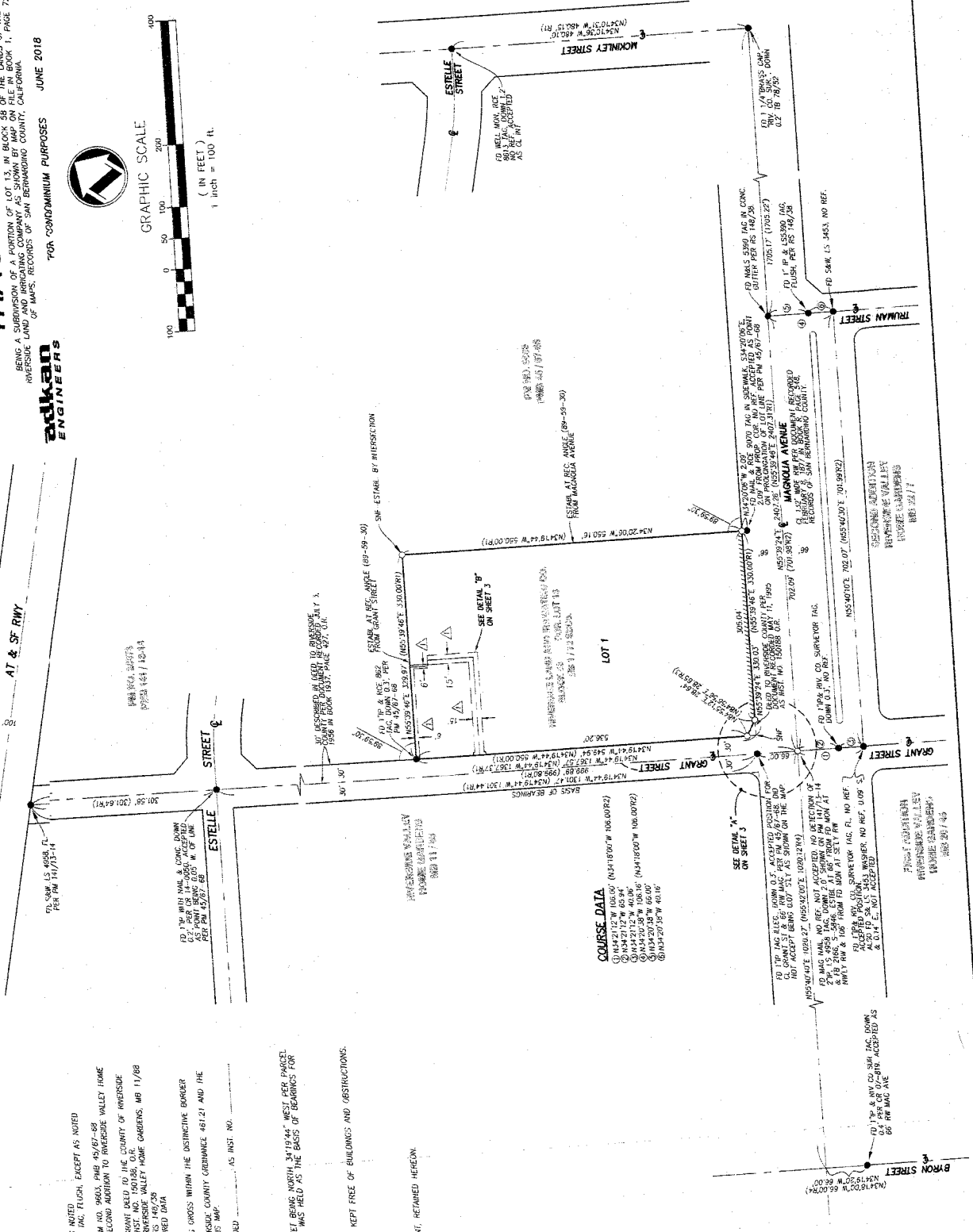
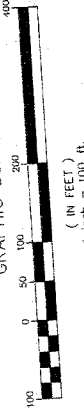
TRACT NO. 37169

BEING A SUBDIVISION OF A PORTION OF LOT 1, BLOCK 58 OF THE LANDS OF THE
RIVERSIDE LAND AND IRRIGATING COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 72
OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

FOR CONDOMINIUM PURPOSES JUNE 2018



GRAPHIC SCALE



SURVEYOR'S NOTES

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET TWP & L5 8636 FAC, FLUSH, EXCEPT AS NOTED
- R1 - INDICATES RECORD DATA PER PERM NO. 19003, DMB 16/12/58
- R2 - INDICATES RECORD DATA PER SECOND ADDITION TO BRIDGE VALLEY HOME
- R3 - INDICATES RECORD DATA PER GRANT DEED TO THE COUNTY OF RIVERSIDE
- R4 - INDICATED MAY 11, 1959 AS INST. NO. 150168
- R5 - INDICATES RECORD DATA PER PERM NO. 14829
- R6 - INDICATES RECORD AND MEASURED DATA
- RAM - INDICATES RESURVEYED ADDRESS
- WALLEY - INDICATES RESURVEYED ADDRESS

THIS MAP CONTAINS 4.11 ACRES ORDS WITHIN THE DISTINCTIVE BORDER
ALL MONUMENTS SET PER RIVERSIDE COUNTY ORDINANCE 46121 AND THE
MONUMENT AGREEMENT FOR THIS MAP.
COURT'S FOR THIS MAP RECORDED AS INST. NO. _____
D.T.L. RIVERSIDE COUNTY

BASIS OF BEARINGS

THE CENTRELINE OF GRANT STREET BEING NORTH 34°19'44" WEST PER BASED
ON THE 1983, DMB 45/17-88, WAS HELD AS THE BASIS OF BEARINGS FOR
THIS MAP.

NOTE

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

EASEMENT NOTE

PRIVATE DRAINAGE EASEMENT, RETAINED HEREIN.

COURSE DATA

- ① N44°21'12" W 65.94'
- ② N44°21'12" W 40.06'
- ③ N54°20'58" W 136.00'
- ④ N44°20'58" W 40.06'
- ⑤ N44°20'58" W 40.16'

① TWP. & L5 8636 FAC. FLUSH, NO REF. 0.09' 53"
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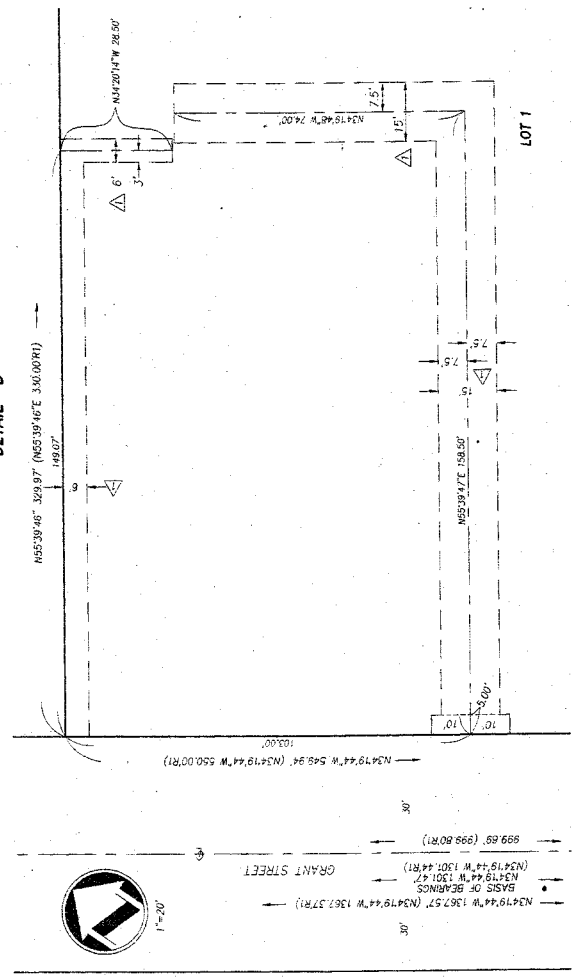
JUNE 2018



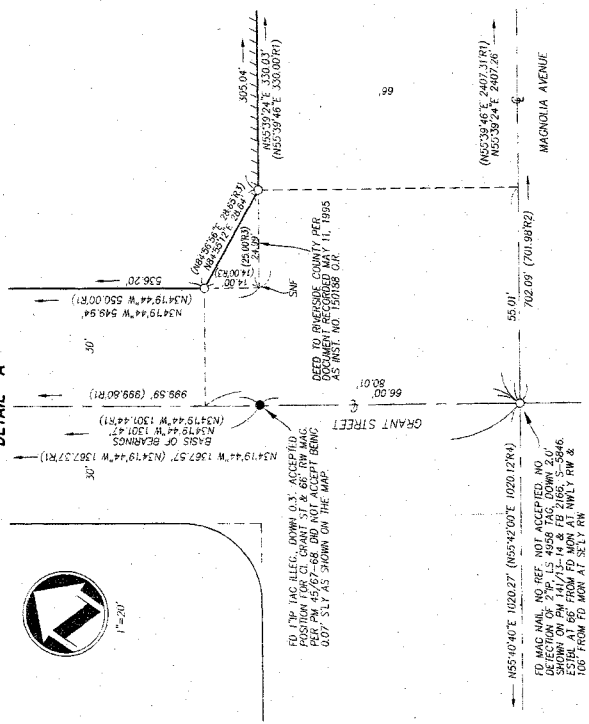
FOR CONDOMINIUM PURPOSES

SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, AND EASEMENT NOTES.
NOTE
 DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

DETAIL "B"



DETAIL "A"



FOR THE IAC FILED, DOWN U.S. ACCEPTED POSITION FOR CI, GRANT ST. & 66' RW MAC. LOCATION IS BASED ON PREVIOUS SURVEY FROM 1985. U.S. SLY AS SHOWN ON THE MAP.

N55°10'40" E 1020.27' (N55°10'20" E 1020.12 FT)
 66.00' 80.01'
 55.01' 702.09' (701.98 FT)
 68
 66.00' 80.01'
 55.01' 702.09' (701.98 FT)
 68
 (N55°39'46" E 2407.31 FT)
 (N55°39'24" E 2407.26'
 MAGNOLIA AVENUE



1"=20'



1"=20'

AGREEMENT

FOR THE PLACEMENT OF SURVEY MONUMENTS

This agreement made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Woodside OSS, LP, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as TR-37169, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of Eight Thousand and no/100 Dollars (\$8,000.00).

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

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

OCT 02 2018 2.4

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

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

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

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

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

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

County

Contractor

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

Woodside 05S, LP
11870 Pierce St. #250
Riverside, CA 92505

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

Woodside 05s, LP, a California Limited Partnership
By: WDS GP, Inc., a California Corporation
Its General Partner

Signed: 

Print Name: Chris Chambers


Title: Vice President

Signed: 

Print Name: Christopher Stanicek

Title: Assistant Secretary

COUNTY OF RIVERSIDE

By 
CHAIRMAN, BOARD OF SUPERVISORS
CHUCK WASHINGTON

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Riverside

On August 10, 2018 before me, Rochelle M. Sromalla, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Chris Chambers & Christopher Stanek
Name(s) of Signer(s)

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 Rochelle M. Sromalla
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

My Comm Expires 12/31/2011
Inveride Co
Notary Public - California
Commission # 210212
ROBERT M. SHAW



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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Woodside OSS, LP
hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **TR 37169** hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Home Gardens Sanitary District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **One Hundred Forty Six Thousand and no/100 Dollars (\$146,000.00)**.

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

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

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

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

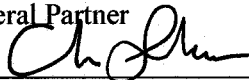
Contractor
Woodside 05S, LP
11870 Pierce St. #250
Riverside, CA 92505

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

Woodside 05S, LP, a California Limited Partnership

By: WDS GP, Inc., a California Corporation

Its General Partner

By: 

Christopher Stanicek, Assistant Secretary

By: 

Chris Chambers, Vice President

COUNTY OF RIVERSIDE

Signed: 

CHAIRMAN, BOARD OF SUPERVISORS
CHUCK WASHINGTON

ATTEST:

KECIA HARPER-IHEM,

Clerk of the Board

Signed: 

Deputy

APPROVED AS TO FORM

County Counsel

By: 

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Riverside)
On July 17, 2018 before me, Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Christopher Stanicek & Chris Chambers
Name(s) of Signer(s)

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 Rochelle Sromalla
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

ROCHELLE M. BRIDGEMAN
Commissioner of Superior
Notary Public - District
District of Columbia
My Commission Expires May 2, 2015

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Woodside OSS, LP, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **TR37169** hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **Home Gardens County Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Six Hundred Twelve Thousand Five Hundred and no/100 Dollars (\$612,500.00)**.

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

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

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

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


Contractor
Woodside 05S, LP
11870 Pierce St. #250
Riverside, CA 92505

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

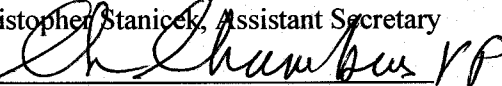
Woodside 05S, LP, a California Limited Partnership

By: WDS GP, Inc., a California Corporation

Its General Partner

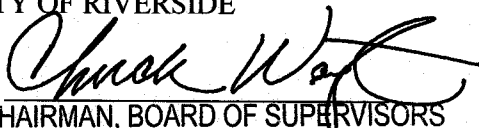
By: 

Christopher Stanicek, Assistant Secretary

By: 

Chris Chambers, Vice President

COUNTY OF RIVERSIDE

Signed: 


CHAIRMAN, BOARD OF SUPERVISORS

CHUCK WASHINGTON

ATTEST:

KECIA HARPER-IHEM,

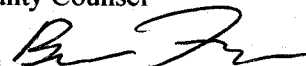
Clerk of the Board

Signed: 

Deputy

APPROVED AS TO FORM

County Counsel

By: 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY

AND EXECUTED IN TRIPLICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Riverside

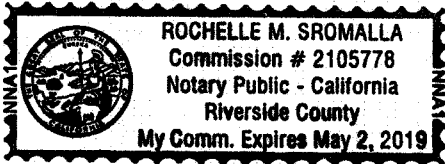
On July 12, 2018 before me, Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Christopher Stanicek & Chris Chambers
Name(s) of Signer(s)

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 Rochelle M. Sromalla
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Woodside 053LP, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **TR 37169**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Eight Hundred Seventy Seven Thousand Five Hundred and no/100 Dollars (\$877,500.00)**.

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

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

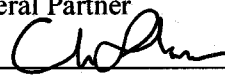
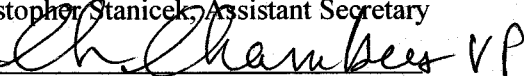
NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted,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

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

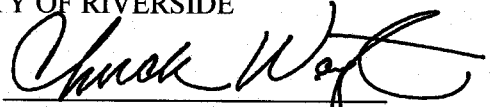
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

<u>County</u>	<u>Contractor</u>
Construction Engineer	Woodside 05S, LP
Riverside County Transportation Dept.	11870 Pierce St. #250
2950 Washington Street	Riverside, CA 92505
Riverside, CA 92504	

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

Woodside 05S, LP, a California Limited Partnership
 By: WDS GP, Inc., a California Corporation
 Its General Partner
 By: 
 Christopher Stanicek, Assistant Secretary
 By:  VP
 Chris Chambers, Vice President

COUNTY OF RIVERSIDE

Signed: 
 CHAIRMAN, BOARD OF SUPERVISORS
 CHUCK WASHINGTON

ATTEST:


KECIA HARPER-IHEM,

Clerk of the Board

Signed: 
 Deputy

APPROVED AS TO FORM

County Counsel

By 

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

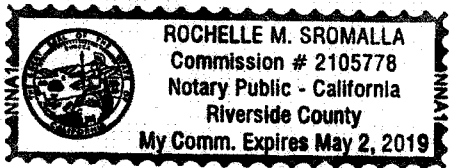
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside
On July 12, 2018 before me, Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Christopher Stanicek & Chris Chambers
Name(s) of Signer(s)

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 Rochelle M. Sromalla
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**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 10/05/2018
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)
	Item No 2.4 Final Tract Map 37169 Board Date: 10/02/2018				
	Schedule "A" in the East Corona area District 2				

21. RECORDS RECEIVED BY: <i>Joan Vallejo</i>		30. REMARKS <i>2018-10-14/153</i>
22. TITLE <i>ACRTECH III</i>	23. RECEIVED VIA:	
24. DATE RECEIVED: <i>10/9/18.</i>	25. TIME RECEIVED: <i>10:34</i>	
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-RECORDER DIVISION
 2018 OCT -9 AM 10:34

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37169

BEING A SUBDIVISION OF A PORTION OF LOT 13, IN BLOCK 58 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 72 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

adkan ENGINEERS

FOR CONDOMINIUM PURPOSES

JUNE 2018

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2018 AT _____ M.
IN BOOK _____ OF MAPS, AT PAGE _____,
AT THE REQUEST OF THE CLERK OF THE BOARD.
NO. _____
FEE _____
PETER ALDAMA, ASSESSOR-COUNTY CLERK - RECORDER
BY: _____ DEPUTY
SUBDIVISION GUARANTEE:
CHICAGO TITLE COMPANY

OWNER'S STATEMENT

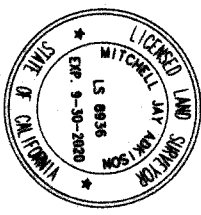
WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES.
ADULTER'S RIGHTS OF ACCESS ALONG MAGNOLIA AVENUE, THE OWNER OF LOT 1, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.
THE REAL PROPERTY DESCRIBED BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES: PRIVATE DRAINAGE EASEMENT, LINDS WITHIN LOT 1, AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WOODSIDE 055, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: *Christopher Stankewicz*
CHRISTOPHER STANKEWICZ, ASSISTANT SECRETARY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HIRING LYNN ON MARCH 4, 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONVENTIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.
DATE: **8-29-18**
MITCHELL J. ADKISON, L.S. 8936
EXPIRATION DATE: 9-30-2020



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 37169 AS FILED AND APPROVED BY THE BOARD OF SUPERVISORS ON OCTOBER 17, 2017. THE EXPIRATION DATE BEING OCTOBER 17, 2020 AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: **9-18**, 2018

David L. McMillan
DAVID L. McMILLAN, COUNTY SURVEYOR
L.S. 8468
EXPIRATION DATE: 12-31-2018



NECESSARY ACKNOWLEDGMENT
A NECESSARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE SIGNATURE OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

SURVEYOR'S STATEMENT


SHOWN HEREOF; THAT WE ARE
AT WE CONSENT TO THE
LINE.

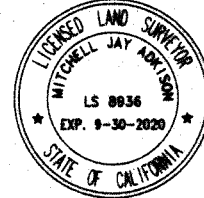
HIGHWAY AND DURING SUCH
GE OF ALIGNMENT OR WIDTH
VACATED.

PRIVATE DRAINAGE EASEMENT,
SORS, ASSIGNEES AND LOT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST
OF PATRIC LYMAN ON MARCH 4, 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND
OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE
MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE
SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED
TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 8-29-18



MITCHELL J. ADKISON L.S. 8936
EXPIRATION DATE: 9-30-2020



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY
STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY
THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 37189 AS FILED, AMENDED, AND APPROVED BY
THE BOARD OF SUPERVISORS ON OCTOBER 17, 2017, THE EXPIRATION DATE BEING OCTOBER 17, 2020 AND THAT I
AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 9-18, 2018


DAVID L. McMILLAN, COUNTY SURVEYOR
L.S. 8488
EXPIRATION DATE: 12-31-2018



PERSONALLY

WHO PROVED TO ME ON
IBED TO THE WITHIN
THEIR AUTHORIZED
), OR THE ENTITY UPON BEHALF

THE FOREGOING PARAGRAPH IS


BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES SAID MAP.
THE OFFER OF DEDICATION OF ABUTTER'S RIGHTS IS HEREBY ACCEPTED.

DATE: October 21, 2018
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA


BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: KECIA HARPER-IHEM
CLERK OF THE BOARD OF SUPERVISORS


BY: _____
DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 83,700.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD
OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY,
MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP
WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY
APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: September 6 2018

CASH OR SURETY BOND

JON CHRISTENSEN
COUNTY TAX COLLECTOR


BY: _____ DEPUTY



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

BOARD APPROVAL REQUIRED: Yes No

COUNTY COUNSEL APPROVAL: Yes No

AGREEMENT/CONTRACT NO.:

REQUESTED BOARD DATE: 10/2/2018

CAN IT GO AT A LATER DATE: YES NO

<input type="checkbox"/> AMENDMENT	NO.	<input type="checkbox"/> CHANGE ORDER	NO.
<input type="checkbox"/> RESOLUTION	NO.	<input type="checkbox"/> ORDINANCE	NO.
<input type="checkbox"/> AWARD PACKAGE	<input checked="" type="checkbox"/> FINAL MAP	<input type="checkbox"/> ACQUISITION/EDA	<input type="checkbox"/> ADVERTISEMENT PACKAGE
<input type="checkbox"/> OTHER:		SUPERVISORIAL DISTRICT: 2	

PROJECT/SUBJECT:

FINAL TRACT MAP NO: 37169 (Schedule "A") *East Corona area 2nd Dist*

DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FSM37169 (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 AND IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE
CHAIRMAN OF THE BOARD. DELIVER THE FINAL TRACT MAP AND CC&R'S, "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:
8041			

BOARD AGENDA DATE: 10/2/2018	BOS ITEM NUMBER: 2.4
-------------------------------------	-----------------------------

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

JACKSON TIDUS (JML)
2030 Main Street, Suite 1200
Irvine, CA 92614

(Space Above for Recorder's Use)

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
SAUSALITO**

NOTE: CERTAIN DISPUTES ARISING UNDER THIS DECLARATION, INCLUDING DISPUTES CONCERNING THE DESIGN OR CONSTRUCTION OF THE COMMUNITY, SHALL BE SUBMITTED TO BINDING ARBITRATION, WHICH IS A FORM OF ALTERNATIVE DISPUTE RESOLUTION, IN ACCORDANCE WITH SECTION 12.4

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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SAUSALITO

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

AND RESERVATION OF EASEMENTS

FOR

SAUSALITO

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS is made by **WOODSIDE 05S, L.P.**, a Delaware limited partnership. The capitalized terms used in the Preamble below are defined in Article 1.

PREAMBLE

A. Declarant is the owner of real property in the unincorporated area of Riverside County, State of California, described as follows:

Lot 1 of Tract No. 37169, as shown on a subdivision map Filed in Book _____, at Pages _____ to _____, inclusive, of Maps, in the Office of the Riverside County Recorder.

The real property described above is not a Phase as defined below. Declarant shall designate one or more Phases in the above real property in the applicable Final Subdivision Public Reports issued by the California Department of Real Estate.

B. Declarant intends to create a "common interest development" within the meaning of Section 4100 of the Davis-Stirling Common Interest Development Act ("*CID Act*") or successor provision, which is also a "condominium project," as defined in California Civil Code Section 4125, a "planned development" as defined in California Civil Code Section 4175, and a "subdivision" as defined in California Business and Professions Code Section 11000. Declarant intends to impose mutually beneficial restrictions under a general plan for subdividing, maintaining, improving and selling the Condominiums in the Community for the benefit of all the Condominiums pursuant to the CID Act. The general plan of development will include forming an owners association under the California Non-Profit Mutual Benefit Corporations Law to which will be assigned the powers of (1) owning, maintaining and administering the Association Property, (2) administering and enforcing the Governing Documents, and (3) collecting and disbursing the Assessments and charges hereinafter created. Declarant will cause the corporation to be formed to exercise such powers, as required under the CID Act. The Members of the Association will be the Owners in the Community, as further provided in Article 4 herein. The Condominium regime contemplated by this Declaration shall be initially established by the Recordation of a Condominium Plan for the first Phase of development and it may be expanded from time to time by Recordation of additional Condominium Plans in accordance with the Declarant's approved development and phasing plan.

C. The Community is to be held, conveyed, encumbered, leased, used and improved subject to covenants, conditions, restrictions and easements in this Declaration, all of which are in furtherance of a plan for subdividing, maintaining, improving and selling the Condominiums in the Community. All provisions of this Declaration are imposed as equitable servitudes on the Community. All covenants, conditions, restrictions and easements in this Declaration shall run with and burden the Community, and be binding on and for the benefit of all of the Community and all Persons acquiring any interest in the Community.

D. The Community is also subject to Conditions of Approval which were imposed by the County. Each Owner and the Association shall comply with the applicable provisions of the Conditions of Approval.

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1. **DEFINITIONS.** Unless otherwise expressly provided, the following words and phrases when used in this Declaration have the following meanings.

1.1.1. **Annexable Area.** Annexable Area means the real property described in *Exhibit A* which may be made subject to this Declaration pursuant to Article 16. Any references in this Declaration to Annexable Area are references to the Annexable Area as a whole and to portions thereof.

1.1.2. **Annual Assessment.** Annual Assessment means a charge against the Owners and their Condominiums representing their share of the Common Expenses. The Annual Assessment is a regular assessment as described in California Civil Code Section 5605(b).

1.1.3. **Articles of Incorporation.** Articles of Incorporation means the Articles of Incorporation of the Association. A copy of the Articles of Incorporation is attached as *Exhibit B* in form currently in effect as of the date of Recordation hereof. The Association may from time to time amend the Articles of Incorporation without need to amend this Declaration. In such event, the amended Articles of Incorporation shall control over the version attached hereto.

1.1.4. **Assessment.** Assessment means any Annual Assessment, Capital Improvement Assessment, Reconstruction Assessment and Special Assessment.

1.1.5. **Association.** Association means SAUSALITO COMMUNITY ASSOCIATION, a California nonprofit corporation (formed pursuant to the California Nonprofit Mutual Benefit Corporation Law or successor statutes), and its successors-in-interest. The Association is an "association" as defined in California Civil Code Section 4080.

1.1.6. **Association Maintenance Areas.** Association Maintenance Areas means those Improvements located on real property which is not owned in fee by the Association but which are designated in this Declaration or in a Supplemental Declaration for maintenance by the Association, if any.

(a) **Generally.** The Association Maintenance Areas in a Phase may include in-tract Association Maintenance Areas along with portions of parkway landscaping located in the County right-of-way as shown on *Exhibit F* attached hereto.

(b) **Association Maintenance Areas in Future Phases.** Association Maintenance Areas in each future Phase shall include the items listed in subparagraph (a) above, if any, as applicable to the Phase. Declarant may designate additional Association Maintenance Areas in a Declaration of Annexation or Supplemental Declaration.

1.1.7. **Association Maintenance Funds.** Association Maintenance Funds means the accounts created for Association receipts and disbursements pursuant to Article 7.

1.1.8. **Association Property.** Association Property means real or personal property designated by the Declarant or the Board as Association Property and therefore made subject to the restrictions on Association Property established in the Governing Documents. Any references in this Declaration to Association Property are references to the Association Property as a whole and to portions thereof. The Association Property in the Community is generally described and approximately depicted on *Exhibit H*.

(a) **Generally.** The Association Property in a Phase consists of all the real property described as Association Property in the Condominium Plan for the Phase, and such additional real property, Improvements, personal property and easements as may be designated Association Property in this Declaration or in a Supplemental Declaration. The Association Property in the Community includes the following:

(i) **Association Property Improvements.** Landscaped and irrigated areas, paseos, clustered mailboxes, trash receptacles, Assigned Parking Spaces, Guest Parking Spaces, Private Streets, Community Walls, entry gates and fences, the Recreational Facilities, drainage and storm-drain Improvements, water quality treatment Improvements not located within a Condominium, walkways, sidewalks, enhanced hardscaped areas, street lights, area lighting fixtures, trees, curbs, gutters and drive approaches; and

(ii) **Easements Granted to or Reserved for the Association.** In addition, Association Property includes easements for access, ingress, egress, encroachment, enforcement, support, maintenance, drainage, and repair, all as reserved in the Governing Documents, or in the Map, or in other Recorded instruments; provided, however, the Association shall only have the responsibility for maintenance of the Improvements located on or in such easements where such maintenance responsibility is assigned to the Association in a recorded Governing Document or in the Association's Budget.

(b) **Phasing of Association Property.** Section 1.1.8(a) and *Exhibit H* are descriptive listings of Association Property planned for the Community if the Community is constructed as planned. Some or all of the Association Property in the Community will be conveyed to the Association in subsequent Phases; Section 1.3 below and any Supplemental Declaration Recorded by Declarant constitute the designation of the Association Property to be made a part of Phase 1. The Association Property in the Community will be conveyed to the Association on a Phase-by-Phase basis in accordance with Declarant's development plan. In

accordance with Article 16, Declarant may designate additional Association Property Improvements not listed above in one or more Phases by describing it in the Governing Documents and/or the applicable Condominium Plan, consistent with DRE regulations, the Budget and applicable law. Notwithstanding the description or depiction of Association Property in the Governing Documents or in *Exhibits F or H*, the Association's obligation to maintain the Association in a particular Phase shall not arise until Annual Assessments commence in the Phase.

1.1.9. **Benefitted Unit.** Benefitted Unit is defined in Section 6.5.

1.1.10. **Burdened Area.** Burdened Area is defined in Section 6.5.

1.1.11. **Burdened Unit.** Burdened Unit is defined in Section 6.5.

1.1.12. **BMPs.** BMPs mean "Best Management Practices," which are methods, protocols and procedures for the control, reduction and prevention of storm water and pollutant runoff from the Community into storm drains and waterways. BMPs include both "source control" BMPs (which are structural or design requirements), and "post-construction" BMPs (which include maintenance requirements for the Association and practices and procedures that must be followed by the Association and by all occupants of the Community). The BMPs applicable to the Community are specified in detail in the maintenance schedule attached to the Water Quality Management Plan for the Community.

1.1.13. **Board or Board of Directors.** Board or Board of Directors means the Association's Board of Directors.

1.1.14. **Budget.** Budget means a written, itemized estimate of the Association's income and Common Expenses prepared pursuant to the Bylaws.

1.1.15. **Bylaws.** Bylaws means the Bylaws of the Association as currently in effect. A copy of the Bylaws in form initially adopted by the Board is attached as *Exhibit C*. The Association may from time to time amend the Bylaws without need to amend this Declaration. In such event, the amended Bylaws shall control over the version attached hereto.

1.1.16. **Capital Improvement Assessment.** Capital Improvement Assessment means a charge against the Owners and their Condominiums representing their share of the Association's cost for installing or constructing capital Improvements on the Association Property. Capital Improvement Assessments shall be levied in the same proportion as Annual Assessments. Capital Improvement Assessments are "special assessments" imposed in accordance with the requirements of California Civil Code Section 5605(b).

1.1.17. **CID Act.** CID Act means the Davis-Stirling Common Interest Development Act and its successor provisions at California Civil Code Sections 4000 to 6150, or to subsequently enacted replacement statutes.

1.1.18. **Close of Escrow.** Close of Escrow means the date on which a deed is Recorded conveying a Condominium pursuant to a transaction requiring the issuance of a Public Report.

1.1.19. **Common Expenses.** Common Expenses means those expenses for which the Association is responsible under this Declaration. Common Expenses include the actual and estimated costs of and reserves for maintaining, managing and operating the Association Property (including amounts this Declaration imposes on the Association for maintenance), including:

- (a) Replacement, maintenance and operation of street lights on Private Streets;
- (b) Maintenance services for the Association Property, including landscape maintenance;
- (c) Maintenance services for the Association Maintenance Areas;
- (d) The cost of all utilities (including sewer and water) and mechanical and electrical equipment serving the Association Property, and trash collection and removal from trash receptacles;
- (e) The costs and fees attributable to managing and administering the Association, compensating the Manager, accountants, attorneys and employees, all insurance covering the Community and the Directors, officers and agents of the Association, and bonding the members of the Board;
- (f) The cost to repair damage to public utility Improvements if caused by the Association during installation, maintenance or repair of private utility Improvements;
- (g) The cost of fire alarm monitoring and sprinkler system testing and maintenance in the building enclosing certain Recreational Facilities;
- (h) The cost of Association maintenance and performance of BMPs specified in the Water Quality Management Plan, including those discussed in Section 2.3 below, to the extent applicable to the Association Property, including regular inspection and maintenance of stormwater treatment facilities including silt removal, replacement of filter media, debris removal, and education, all as applicable;
- (i) Unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments;
- (j) Taxes paid by the Association;
- (k) Amounts paid by the Association for discharge of any lien or encumbrance levied against the Community, and
- (l) All other expenses incurred by the Association for the Community, for the common benefit of the Owners.

1.1.20. **Community.** Community means (a) Phase 1 and (b) each subsequent Phase as defined below. The Community is a "condominium project" as defined in California Civil Code Section 4125 and a "common interest development" as defined in California Civil Code Section 4100. Any references in this Declaration to the Community are references to the Community as a whole and to portions thereof. If all Phases of the Community are annexed as presently planned, the Community will include sixty-five (65) Units.

1.1.21. **Community Wall.** Community Wall means any perimeter walls, sound walls, retaining walls, and fences in the Community that are maintained entirely or partially by the Association. Any Party Walls, porch walls or other outdoor fences or walls that are maintained entirely by Owners are not Community Walls. The Community Walls in Phase 1, if any, are shown on *Exhibit G*. Declarant may designate additional Community Walls in a Declaration of Annexation or Supplemental Declaration. Community Walls in the Community in general (a) are constructed on or along a tract boundary, including, but not limited to, the vinyl fence constructed along the northern and western portions of the Community located adjacent to Unit Nos. 11, 12, 15, 31, 32, 49, 50, and 55 to 59, inclusive; or (b) are constructed entirely within Association Property, or (c) are designated as a Community Wall by Declarant in this Declaration, or in a Declaration of Annexation or Supplemental Declaration. In general, fences or walls separating one Unit from another Unit are Party Walls, not Community Walls unless shown on an exhibit attached hereto or to a Declaration of Annexation. The obligation to maintain Community Walls in a particular Phase will not arise until the commencement of Annual Assessments in the Phase or as otherwise directed in this Declaration, or in a Declaration of Annexation or Supplemental Declaration notwithstanding its depiction in this Declaration or in a Declaration of Annexation or Supplemental Declaration.

1.1.22. **Conditions of Approval.** Conditions of Approval means Resolution No. 2017-012 of the Planning Commission of the County, approved on September 27, 2017.

1.1.23. **Condominium.** Condominium means an estate in real property as defined in California Civil Code Section 4125. A Condominium consists of an undivided fee-simple ownership interest in the Condominium Common Area in a Phase, together with a separate ownership interest in fee in a Unit and all easements appurtenant thereto. The undivided fee-simple interest in the Condominium Common Area in a Phase is appurtenant to each Unit in such Phase and is a fraction having one (1) as its numerator and the number of Units in that Phase as its denominator; and it shall be held by the Owners of Condominiums in that Phase as tenants-in-common.

1.1.24. **Condominium Common Area.** Condominium Common Area means the volumes of airspace described in the Condominium Plan for each Phase, which shall be owned by the Owners of the Units in the Phase as tenants-in-common. Any references in this Declaration to Condominium Common Area are references to the Condominium Common Area as a whole and to portions thereof. The Condominium Common Area in each Phase constitutes the "undivided interest-in-common in a portion of the real property," in accordance with California Civil Code Section 4125.

1.1.25. **Condominium Plan.** Condominium Plan means the Recorded plan, as currently in effect, for a Phase consisting of (a) a description or survey map of the Phase or

portion thereof, which shall refer to or show monumentation on the ground, (b) a three dimensional description of the Phase or portion thereof, one or more dimensions of which may extend for an indefinite distance upwards or downwards in sufficient detail to identify the Association Property, Condominium Common Area and each Unit, and (c) a certificate consenting to the Recordation thereof signed and acknowledged by the record owner of fee title to the Phase or portion thereof, and by either the trustee or the Mortgagee of each Recorded Mortgage encumbering the Phase or portion thereof. The Condominium Plan for the last Phase in the Community shall also approximately show and describe the Private Streets in the Community.

1.1.26. **County.** County means Riverside County, California, and its various departments, divisions, employees and representatives. If the Community is eventually annexed to an incorporated City, then the term as used in the Governing Documents shall include the City to which the Community has been annexed.

1.1.27. **Declarant.** Declarant means **WOODSIDE 05S, L.P.**, a Delaware limited partnership, its successors and any Person to which it shall have assigned the right to act as Declarant by an express written assignment. As used in this Section, "successor" means a Person who acquires Declarant or substantially all of Declarant's assets by sale, merger, reverse merger, consolidation, sale of stock or assets, operation of law or otherwise. Declarant shall determine in its sole discretion the time, place and manner in which it discharges its obligations and exercises the rights reserved to it under this Declaration. Declarant is a "builder" as described in California Civil Code Section 6000.

1.1.28. **Declarant Parties.** Declarant Parties is defined in Section 12.4.

1.1.29. **Declaration.** Declaration means this instrument as currently in effect.

1.1.30. **Declaration of Annexation.** Declaration of Annexation means a Recorded Supplemental Declaration which satisfies the requirements of Section 16.4 for instruments annexing additional real property to the Community.

1.1.31. **Design Guidelines.** Design Guidelines mean the rules or guidelines setting forth procedures and standards for submission of plans for Design Review Committee approval.

1.1.32. **Design Review Committee or Committee.** Design Review Committee or Committee means the Design Review Committee created in accordance with Article 5.

1.1.33. **DRE.** DRE means the California Department of Real Estate and any department or agency of the California state government which succeeds to DRE's functions.

1.1.34. **Family.** Family means natural individuals, related or not, who live as a single household in a Residence.

1.1.35. **Fannie Mae.** Fannie Mae means the Federal National Mortgage Association, a government-sponsored private corporation established pursuant to Title VIII of the Housing and Urban Development Act of 1968 and its successors.

1.1.36. **FHA.** FHA means the Federal Housing Administration of the United States Department of Housing and Urban Development and its successors.

1.1.37. **FHA Requirements.** FHA Requirements means, collectively, the requirements applicable to the Community as set forth in (a) the Condominium Project Approval and Processing Guide, attachment to Mortgagee Letter ML 2011-22 dated June 30, 2011 (as modified or extended by Mortgagee Letter 2012-18 dated September 13, 2012, Mortgagee Letter 2014-17 dated August 29, 2014, Mortgagee Letter 2015-27 dated November 13, 2015, Mortgagee Letter 2016-13 dated August 24, 2016, Mortgagee Letter 2016-15 dated October 26, 2016, and Mortgagee Letter 2017-13 dated August 30, 2017), and (b) the U.S. Department of Housing and Urban Development (HUD) Condominium Regulations of the National Housing Act, Title 24 CFR Part 203, all as updated, amended, restated, revised or replaced from time to time.

1.1.38. **FHFA.** FHFA means the Federal Housing Finance Agency, established pursuant to the Housing and Economic Recovery Act of 2008.

1.1.39. **First Mortgage.** First Mortgage means a Mortgage with first priority over other Mortgages on a Condominium.

1.1.40. **First Mortgagee.** First Mortgagee means the Mortgagee of a First Mortgage.

1.1.41. **Fiscal Year.** Fiscal Year means the fiscal accounting and reporting period of the Association.

1.1.42. **Freddie Mac.** Freddie Mac means the Federal Home Loan Mortgage Corporation created by Title II of the Emergency Home Finance Act of 1970 and its successors.

1.1.43. **Ginnie Mae.** Ginnie Mae means the Government National Mortgage Association administered by the United States Department of Housing and Urban Development and its successors.

1.1.44. **Governing Documents.** Governing Documents means this Declaration, the Articles of Incorporation, Bylaws, Design Guidelines, Rules and Regulations, Supplemental Declarations and Notices of Addition.

1.1.45. **Guest Parking Spaces.** Guest Parking Spaces means those portions of the Association Property consisting of onsite, uncovered guest parking spaces that are available on a first-come-first-served basis for short-term use by residents and invitees of residents only, as further described in Section 2.11.4(c) below. Guest Parking Spaces are not Assigned Parking Spaces and shall be marked as "guest" or "visitor."

1.1.46. **HUD.** HUD means the United States Department of Housing and Urban Development and its successor agencies.

1.1.47. **Improvement.** Improvement means any structure and any appurtenance thereto. The Design Review Committee may identify additional items that are Improvements.

1.1.48. **Include, Including.** Whether capitalized or not, include and including means "includes without limitation" and "including without limitation," respectively.

1.1.49. **Local Government Agency.** Local Government Agency means the County, a public school district, a public water district, and any other local or municipal governmental entity or agency, including any special assessment district, maintenance district or community facilities district.

1.1.50. **Maintain, Maintenance.** Whether capitalized or not, maintain and maintenance mean "maintain, repair and replace" and "maintenance, repair and replacement," respectively; provided however, that maintain or maintenance shall not include repair and replace(ment) where the context or specific language of this Declaration provides another meaning.

1.1.51. **Maintenance Guidelines.** Maintenance Guidelines means any current written guidelines, setting forth procedures and standards for the maintenance and operation of Association Property or the Condominiums. Maintenance Guidelines may be provided by Declarant, by the Association, or by any governmental agency. Maintenance Guidelines include any maintenance manual initially prepared at Declarant's direction and containing recommended frequency of inspections and maintenance activities for components of the Association Property or pertaining to a Condominium.

1.1.52. **Manager.** Manager means the Person retained by the Association to perform management functions of the Association as limited by the Governing Documents and the terms of the agreement between the Association and the Person. The Manager shall at all times be a professional manager employed as an independent contractor or agent working at its own place of business.

1.1.53. **Map.** Map means the final recorded map of Tract No. 37169, as described above.

1.1.54. **Membership.** Membership means the voting and other rights, privileges, and duties established in the Governing Documents for Association members.

1.1.55. **Mortgage.** Mortgage means any Recorded document, including a deed of trust, by which a Condominium, Condominiums, or Association Property is/are hypothecated to secure performance of an obligation.

1.1.56. **Mortgagee.** Mortgagee means a Person to whom a Mortgage is made, or the assignee guarantor or insurer of the Mortgagee's rights under the Mortgage by a recorded

instrument. For purposes of this Declaration, the term Mortgagee includes a beneficiary under a deed of trust.

1.1.57. **Mortgagee Majority.** Mortgagee Majority means the First Mortgagees holding First Mortgages that in the aggregate encumber at least fifty-one percent (51%) of the Condominiums that are subject to Mortgages. For purposes of any provisions of the Governing Documents which requires the vote or approval of a Mortgagee Majority, such vote or approval is determined based on one (1) vote for each Condominium encumbered by a First Mortgage held by a First Mortgagee.

1.1.58. **Mortgagor.** Mortgagor means a person who has mortgaged his property. For purposes of this Declaration, the term Mortgagor shall include a trustor under a deed of trust.

1.1.59. **Notice and Hearing.** Notice and Hearing means written notice and a hearing before the Board as provided in the Bylaws.

1.1.60. **Official Records.** Official Records means the Official Records of the County.

1.1.61. **Operating Fund.** Operating Fund means that portion of the Common Expenses allocated in the Budget for the daily operation of the Association.

1.1.62. **Owner.** Owner means the Person or Persons, including Declarant, holding fee simple interest to a Condominium. The term "Owner" includes sellers under executory contracts of sale but excludes Mortgagees. The term "Owner" may be expanded in a Supplemental Declaration to include other Persons.

1.1.63. **Party Wall.** Party Wall means any wall or fence that is constructed by Declarant between adjacent Condominiums (whether or not constructed on the legal property boundary). Party Walls are not Community Walls.

1.1.64. **Person.** Person means a natural individual or any legal entity recognized under California law. When the word "person" is not capitalized, the word refers only to natural persons.

1.1.65. **Phase.** Phase means the real property and Improvements described and designated a Phase of the Community in this Declaration or in a Recorded Supplemental Declaration, the Units of which are described in a Public Report. For purposes of interpreting each Condominium Plan, the term Phase means and refers to the real property described and depicted within its boundaries, together with such additional real property as may be designated a part of the Phase in this Declaration or in a Recorded Supplemental Declaration.

1.1.66. **Phase 1.** Phase 1 means all of the real property described in the Recorded Supplemental Declaration for Phase 1.

1.1.67. **Private Street.** Private Street means any private drive or alley in a Phase, as approximately shown on the Condominium Plan for the final Phase of the Community.

1.1.68. **Public Report.** Public Report means the Final Subdivision Public Report issued by DRE for any Phase.

1.1.69. **Reconstruction Assessment.** Reconstruction Assessment means a charge against the Owners and their Condominiums representing their share of the Association's cost to reconstruct any Improvements on the Association Property. Such charge shall be levied among all Owners and their Condominiums in the same proportions as Annual Assessments. Reconstruction Assessments are "special assessments" as described in California Civil Code Section 5605(b).

1.1.70. **Record or File.** Record or File means, concerning any document, the entry of such document in Official Records.

1.1.71. **Recreational Facilities.** Recreational Facilities means certain recreational facilities located near the center of the Community, which are planned to include a recreation building, tot lot and open play area, pool and spa area, benches and paseos, and additional landscaped and hardscaped Improvements. The Association will own and maintain the Recreational Facilities as part of the Common Expenses.

1.1.72. **Reserve Fund.** Reserve Fund means that portion of the Common Expenses allocated for the future repair and replacement of, or additions to, structural elements, mechanical equipment and other major components of Association-maintained Improvements.

1.1.73. **Residence.** Residence means the residential structure constructed within the Unit.

1.1.74. **Right to Repair Law.** Right to Repair Law means California Civil Code Sections 895 through 945.5

1.1.75. **Right to Repair Law Claim.** Right to Repair Law Claim means any claim brought by one or more Owners or by the Association against one or more Declarant Parties (as defined in Section 12.4) on any design construction defect matters that are governed by the Right to Repair Law.

1.1.76. **Rules and Regulations.** Rules and Regulations or "Rules" means the current rules and regulations for the Community.

1.1.77. **Special Assessment.** Special Assessment means (a) a reasonable monetary penalty imposed against an Owner and the Owner's Condominium in accordance with California Civil Code Section 5725(b), as a disciplinary measure for the failure of an Owner to comply with the Governing Documents (but which may not be characterized nor treated in the Governing Documents as an Assessment that may become a lien enforceable by sale of the Condominium), or (b) a monetary charge imposed against an Owner and his Condominium in accordance with California Civil Code Section 5725(a) to recover costs incurred by the Association in the repair of damage to Association Property caused by the Owner or the Owner's Family, contractors, residents, tenants or guests (which may be characterized or treated as a lien enforceable by judicial foreclosure and sale of the Condominium), all as further described in the

CID Act and this Declaration, (c) a Capital Improvement Assessment, and (d) an Assessment imposed to pay an extraordinary expense as defined in California Civil Code Section 5610.

1.1.78. **Supplemental Declaration.** Supplemental Declaration means an instrument Recorded by Declarant against all or a portion of the Community in order to supplement, modify, or clarify conditions, covenants, restrictions or easements established under this Declaration. A Supplemental Declaration may affect one or more Condominiums, Condominium Common Area and Association Property, and it may annex additional real property to the coverage of the Declaration so long as it satisfies the requirements of a Declaration of Annexation in Article 16. A Supplemental Declaration may modify this Declaration only as it applies to the property encumbered by the Supplemental Declaration.

1.1.79. **Telecommunications Facilities.** Telecommunications Facilities means Improvements constructed in the Community, including cables, conduits, ducts, vaults, connecting hardware, wires, poles, transmitters, towers, antennae and other devices now existing or that may be developed in the future to provide Telecommunication Services to the Community.

1.1.80. **Telecommunications Services.** Telecommunications Services means the reception, distribution or transmission of video, audio, data, telephony, all related vertical services, and any other similar services now existing or that may be developed in the future. Declarant may expand this definition in any Supplemental Declaration.

1.1.81. **Unit.** Unit means a separate interest in space as defined in California Civil Code Section 4125. Each Unit is a separate freehold estate, as separately shown, numbered and designated in the Condominium Plans. Each Unit consists of all of the land, air and Improvements within the boundaries shown on the Condominium Plan for such Unit, including buildings, porches, yards, landscaping, fences, walls and utility installations (subject to easements of record). The vertical and horizontal boundaries of each Unit shall be as described in the Condominium Plans. However, in interpreting deeds, declarations and plans, the following shall apply in the case of Improvements constructed or reconstructed at Unit boundaries in accordance with the Condominium Plans or the original plans for the Unit:

(a) if a Community Wall is coterminous with a Unit boundary described in the Condominium Plans, then the finished surface of the Community Wall that faces the Unit shall be conclusively presumed to be a lateral boundary of the Unit;

(b) where a Party Wall is coterminous with a Unit boundary described in the Condominium Plans, then the lateral boundaries of the Units separated by such Party Wall shall be deemed to extend to the center of the Party Wall as constructed; and

(c) if the perimeter wall of a Residence is coterminous with a Unit boundary as described in the Condominium Plans, then such wall is not a Party Wall. The lateral boundaries of the Unit on which the Residence is constructed shall be deemed to extend through such perimeter wall to its exterior-facing surface. In such case, the adjoining Unit shall be deemed to extend up to but not include the exterior-facing surface of such Residence perimeter

wall, and the Owner of the adjoining Unit shall have no ownership interest in such Residence perimeter wall.

The foregoing shall apply to Improvements constructed or reconstructed in substantial accordance with the original plans for the Unit (if available), and it shall apply notwithstanding (a) any description expressed in the deed, the Condominium Plans or this Declaration, (b) the settling or lateral movement of Improvements, or (c) variances between the Condominium Plans or the deed and the actual location of the Improvement.

1.1.82. **VA.** VA means the Department of Veterans Affairs of the United States of America and any department or agency of the United States government which succeeds to the VA's function of issuing guarantees of notes secured by Mortgages on residential real estate.

1.1.83. **VA Requirements.** VA Requirements means Chapter 16 of VA Pamphlet 26-7 and the regulations at 38 Code of Federal Regulations Sections 36.4360 through 36.4367.

1.1.84. **Water Quality Management Plan.** Water Quality Management Plan means the Water Quality Management Plan for the Community, as amended from time to time, that includes details of the structural and nonstructural "best management practices" or "BMPs" for the prevention and control of stormwater runoff and pollutants into public storm drains.

1.2. INTERPRETATION.

1.2.1. **General Rules.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for subdividing, maintaining, improving and selling the Community. As used in this Declaration, the singular includes the plural and the plural the singular. The masculine, feminine and neuter each includes the other, unless the context dictates otherwise. Any reference in this Declaration to time of performance of obligations or to elapsed time means consecutive calendar days, months or years, as applicable, unless otherwise expressly provided.

1.2.2. **Articles, Sections and Exhibits.** The Article and Section headings are inserted for convenience only and may not be considered in resolving questions of interpretation or construction. Unless otherwise indicated, any references in this Declaration to articles, sections or exhibits are to Articles, Sections and Exhibits of this Declaration. *Exhibits A*, and *D* through *I* attached to this Declaration are incorporated in this Declaration by this reference. The Articles of Incorporation and the Bylaws that are attached as *Exhibits B* and *C* are attached for informational purposes only. Either may be amended from time to time without having to amend this Declaration. In such event, the amended version shall supersede the version attached hereto. The locations and dimensions of any Improvements shown on the Exhibits attached hereto and to any Declaration of Annexation are approximate only and the as-built location and dimension of any such Improvements shall control.

1.2.3. **Priorities and Inconsistencies.** If there are conflicts or inconsistencies between this Declaration and the Articles of Incorporation, Bylaws, Rules and Regulations, or a Condominium Plan, then the provisions of this Declaration shall prevail; however, the

conflicting documents shall be construed to be consistent with the Declaration to the extent possible. If there are any conflicts or inconsistencies between this Declaration and any Declaration of Annexation, the provisions of the Declaration of Annexation shall prevail as to the real property encumbered thereby.

1.2.4. **Supplemental Declarations.** Subject to Section 17.1, Declarant may Record one (1) or more Supplemental Declarations, which may (a) supplement this Declaration with such additional covenants, conditions, restrictions, easements and land uses as Declarant may deem appropriate for the real property described therein or affected thereby, and (b) state Declarant's intent as to covenants, conditions, restrictions, easements and land uses in the real property described therein or affected thereby. The provisions of any Supplemental Declaration may impose such additional, different or more restrictive conditions, covenants, restrictions, land uses and limitations as Declarant may deem advisable, taking into account the particular requirements of the real property described therein or affected thereby. If there is a conflict between any Supplemental Declaration and the Declaration, the Supplemental Declaration shall control concerning the real property described in such Supplemental Declaration. However, additional, different or more restrictive conditions, covenants, restrictions, land uses and limitations included in a Supplemental Declaration shall be construed in a manner consistent with the purposes of the Governing Documents and the character of the Community, and shall be consistent with applicable law and development plans on file with DRE.

1.2.5. **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 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.

1.2.6. **Statutory and Regulatory References.** All references made in this Declaration to statutes are to those statutes as currently in effect or to subsequently enacted replacement statutes.

1.2.7. **FHA Requirements/VA Requirements.** The FHA Requirements and VA Requirements are incorporated herein by reference only if there are any FHA-insured or VA-guaranteed Mortgages on Condominiums in the Community. While any FHA-insured or VA-guaranteed Mortgages are in effect, the FHA Requirements or VA Requirements, as applicable, shall control and prevail over all other provisions of the Declaration to the extent of any inconsistency between them.

1.3. LAND CLASSIFICATIONS IN PHASE 1.

1.3.1. **Units.** The Units in Phase 1 are numbered 1 to 5, inclusive, 18 to 22, inclusive, and they are shown and described in the Phase 1 Condominium Plan.

1.3.2. **Association Property.** The Association Property in Phase 1 consists of that portion of Lot 1 of Tract No. 37169 shown therein (excepting therefrom the Units and

Condominium Common Area), all as described in the Phase 1 Condominium Plan, together with the Improvements thereon.

1.3.3. **Condominium Common Area.** The Condominium Common Area in Phase 1 is shown and described in the Phase 1 Condominium Plan.

1.3.4. **Association Maintenance Area.** The Association Maintenance Areas in Phase 1 (if any) are approximately shown on *Exhibit D* attached hereto.

1.3.5. **Community Walls.** The Community Walls in Phase 1 (if any) are shown on *Exhibit G* attached hereto.

1.3.6. **Burdened Units and Benefitted Units.** The Burdened Units and Benefitted Units in Phase 1 are set forth in the table below. Each Burdened Unit designated in the left column of the table below is subject to a nonexclusive easement over the Burdened Area thereon for the benefit of the adjacent Benefitted Unit designated in the same row of the table, for use and enjoyment of a private sideyard in the Burdened Area. The approximate location of the Burdened Area on each Burdened Unit and the adjacent Benefitted Unit to which the easement is appurtenant are typically depicted on *Exhibit I* attached hereto.

Burdened Unit subject to Sideyard Easement over Burdened Area for Adjacent Benefitted Unit	Adjacent Benefitted Unit to which Burdened Area sideyard easement is appurtenant
1	2
4	3
5	4
18	19
19	20
22	21

1.4. **CONDOMINIUM PLANS FOR DIAGRAMMATIC PURPOSES ONLY.** Each Condominium Plan and the dimensions shown therein is intended to conform to California Civil Code Section 4285, which requires, in part, concerning the land and real property described therein, the inclusion of diagrammatic plans in sufficient detail to identify the Condominium Common Area and each Unit, its relative location and approximate dimensions.

The dimensions shown in the Condominium Plans are not intended to be sufficiently accurate to use for sales, leasing or appraisal purposes, or for computation of the volume of any portion of the Units shown in the Condominium Plans. The diagrammatic plans contained therein intentionally omit information with respect to the Improvements constructed within the Units.

The actual locations and dimensions of the Unit or Condominium Common Area are all dependent on the Improvements as they were actually constructed, and there may be variances

due to field conditions. There may also be variances among Condominiums of the same floor plan.

A CONDOMINIUM PLAN IS NOT A REPRESENTATION OR WARRANTY BY DECLARANT OR ITS CONSULTANTS AS TO THE ACTUAL LOCATIONS OR DIMENSIONS OF THE UNIT, CONDOMINIUM COMMON AREA OR ASSOCIATION PROPERTY SHOWN THEREIN. IN ALL INSTANCES, THE ACTUAL LOCATIONS AND DIMENSIONS OF THE IMPROVEMENTS AS CONSTRUCTED WILL CONTROL OVER LOCATIONS OR DIMENSIONS DISCLOSED IN A CONDOMINIUM PLAN. THE ONLY RELIABLE DETERMINATION OF THE VOLUME OF A UNIT, CONDOMINIUM COMMON AREA OR ASSOCIATION PROPERTY IS A DETERMINATION MADE FROM ON-SITE MEASUREMENTS OF THE IMPROVEMENTS AS THEY ARE CONSTRUCTED.

ARTICLE 2 MAINTENANCE COVENANTS AND USE RESTRICTIONS

The Community shall be held, used and enjoyed subject to the following restrictions and subject to the exemptions of Declarant set forth in the Governing Documents.

2.1. **REPAIR AND MAINTENANCE BY OWNERS.** Each Owner shall maintain the Owner's entire Unit and the Residence, Drainage Improvements, and all other Improvements on the Owner's Unit, in a safe and sanitary condition and good repair, and as directed in the Governing Documents and all applicable Maintenance Guidelines. Each Owner shall immediately notify the Association of any dangerous, defective or other condition which could cause injury to persons or damage to property in such Owner's Unit, the Units of other Owners, and Association Property. Unless other arrangements are approved by the Board, all Owner-installed Improvements must be maintained by the Owner who installed the Improvements.

2.1.1. Maintenance Requirements for Certain Improvements

(a) **Landscaping.** All Owner-maintained landscaping that is visible from other Units or from the Association Property shall be properly maintained, evenly cut, evenly edged, free of bare or brown spots, debris and weeds above the level of the lawn, all in accordance with the Maintenance Guidelines. Dead vegetation shall promptly be replaced with healthy, living plants in accordance with standard seasonal planting practices. All trees and shrubs shall be trimmed so they do not impede pedestrian traffic and root-pruned to prevent root damage to sidewalks, driveways and structures. In accordance with the Conditions of Approval, County Ordinance No. 859 and the County's Guide to California Friendly Landscaping, all Owner-maintained landscaping shall be maintained with the use of low-water-use landscaping practices and no Owner shall install any water-intensive landscaping within the Community.

(b) **Party Walls.** The Party Walls in the Community are the walls or fences separating adjacent Units. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply.

(i) **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners of the

Units connected by such Party Wall. However, each Owner shall be solely responsible for repainting the side of any Party Wall facing the Owner's Unit.

(ii) ***Destruction by Fire or Other Casualty.*** If a Party Wall is destroyed or damaged by fire or other casualty, any Owner whose Unit is affected thereby may restore it, and the Owner of the other Unit affected thereby shall contribute equally to the cost of restoration thereof, without prejudice. However, such an Owner may call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.

(iii) ***Negligent and Willful Acts.*** Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes a Party Wall to be exposed to the elements, to deteriorate, or to require repair or replacement shall bear the whole cost of furnishing the necessary protection against such elements or the necessary repairs or replacement.

(iv) ***Right to Contribution Runs with Land.*** The right of any Owner to contribution from any other Owner under this Article is appurtenant to the land and passes to such Owner's successors in title.

(c) ***Community Walls.*** The Owner of any Unit that is partially or completely enclosed by a portion of a Community Wall (whether constructed on the Unit or adjacent to the Unit) is responsible for maintaining only the Residence-facing surface of the Community Wall. No Owner may modify or remove any vinyl, tubular steel or wrought iron portions of any Community Wall, wherever located. No Owner shall place any personal property (e.g., flower pots, wet towels, laundry, rugs, athletic equipment or other personal or household items) on or over a Community Wall.

(d) ***Fire Sprinklers.*** The Residences are equipped with fire sprinkler systems. Each Owner shall maintain the fire sprinkler system within their Residence in accordance with the Maintenance Guidelines. Keep sources of direct heat away from fire sprinklers. Owners should repair any leaking or malfunctioning fire sprinklers immediately to avoid damage to their Residence.

(e) ***Carbon Monoxide Detectors/Smoke Detectors/Fire-Life Safety Systems.*** Fire-life safety systems installed in the Condominiums may include carbon monoxide detectors, smoke detectors and fire sprinklers, among other Improvements. Owners are responsible for maintaining the carbon monoxide detectors and smoke detectors and ensuring that they are kept in working order. Owners shall not interfere with or disable the function of the sprinkler heads, pipes, pressure gauges, carbon monoxide detectors, smoke detectors or any other portion of the fire-life-safety system. By acceptance of a deed to a Condominium, each Owner acknowledges that Declarant is not responsible for any damage to the Owners' Condominium or to the Association Property to the extent caused by an Owner's failure to maintain the carbon monoxide or smoke detectors or interference with the operation of the sprinkler heads, pipes or pressure gauges, or any other portion of the fire-life safety system.

(f) **Other Responsibilities.**

(i) Each Owner shall regularly inspect the Improvements on the Unit for wood-destroying pests, and if such pests are found, the Owner shall be responsible for the costs of eradication and future prevention.

(ii) Each Owner whose Unit utilizes a sewer system lateral is responsible for the maintenance and repair of the portion of the lateral lying in the boundaries of the Unit.

(iii) Prior to Close of Escrow for a Unit, each Owner shall complete an acknowledgment confirming receipt of the Water Quality Management Plan.

(iv) Each Owner shall keep the Assigned Parking Spaces free of debris, trash and any other personal property.

2.1.2. **Association Power to Perform Owner Obligations.** If an Owner fails to maintain any Improvement that the Owner is obligated to maintain, the Association has the power, but not the duty, to perform the maintenance at the Owner's expense. In an emergency, the Association may perform the maintenance immediately; in all other cases, the Association may perform the maintenance after Notice and Hearing. For purposes hereof, an "emergency" is any situation in which the Association's Manager or the Board reasonably determines that there is an imminent threat of injury to persons or damage to property.

2.1.3. **Disputes Regarding Maintenance Obligations.** Disputes between Owners or between any Owner and the Association regarding maintenance shall be resolved in accordance with the enforcement process described in Section 12.1.

2.2. **REPAIR AND MAINTENANCE BY ASSOCIATION.** The Association shall maintain everything it is obligated to maintain (including Association Maintenance Areas) in a clean, sanitary and attractive condition reasonably consistent with the level and frequency of maintenance reflected in the current adopted Budget; provided, however, that the Association shall at all times at least perform the level and frequency of maintenance specified in the applicable Maintenance Guidelines.

2.2.1. **Commencement of Association Maintenance Obligations.** The Association's obligation to maintain the Association Property in a Phase commences on the date on which Annual Assessments commence on the Units in the Phase, unless the terms of the Governing Documents applicable to the particular Association Property provide otherwise. Until the Association is responsible for maintaining the Association Property in the Phase, Declarant shall maintain such Association Property. The obligation to maintain any Association Property which is annexed to the Community independent of Units shall commence on conveyance of such Association Property to the Association by grant in fee or by easement for maintenance.

2.2.2. **Acceptance of Association Property; Exoneration of Security.** The Association must accept ownership of and maintenance responsibility for each portion of Association Property when title and maintenance responsibility are tendered by Declarant, whether in fee simple, by easement, or otherwise, and the Association shall indicate its

acceptance thereof by executing the applicable deed, grantee acceptance and escrow instructions when they are tendered by Declarant. Furthermore, the Association shall concurrently execute and deliver all exonerations of securities related to the Association Property when presented by Declarant, if the bonded obligations are satisfied, and without regard to any other dispute or controversy with Declarant. No Owner shall interfere with the exercise of the foregoing obligations by the Association, or with the rights or obligations of Declarant.

2.2.3. **Maintenance Requirements for Certain Improvements.** Unless specifically provided in this Declaration or in any Maintenance Guidelines, the Board shall determine, in its sole discretion, the level and frequency of maintenance of the Association Property. The Association shall be responsible for maintaining the Association Property and for all other maintenance not provided by the Owners pursuant to Section 2.1 above or by a Local Government Agency.

(a) **Maintenance Standards, Generally.** All site features shall be maintained so that they are safe for users. Significant pavement cracks, pavement distress, excessive slab settlement, abrupt vertical variations and debris on travel ways shall be removed or repaired promptly. Association Property shall be maintained in such a manner as to avoid the reasonable determination of a duly authorized official of the County that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to public health, safety or general welfare.

(b) **Landscaping, Generally.** All Association Property landscaping shall be properly maintained such that they are evenly cut, evenly edged, free of bare or brown spots, debris and weeds, all in accordance with the Maintenance Guidelines. Dead vegetation shall promptly be replaced with healthy, living plants in accordance with standard seasonal planting practices. All trees and shrubs shall be trimmed so they do not impede vehicular or pedestrian traffic. Trees shall be pruned so they do not intrude into the neighboring properties and shall be maintained so they do not have droppings or create other nuisances to the neighboring properties. All trees also shall be root pruned to eliminate exposed surface roots and damage to sidewalks, driveways and structures. In accordance with the Conditions of Approval, County Ordinance No. 859 and the County's Guide to California Friendly Landscaping, all Association-maintained landscaping shall be maintained with the use of low water use landscaping practices and no water-intrusive landscaping shall be installed within the Community.

(c) **Community Wall.** The Association is responsible for maintaining all portions of a Community Wall that do not enclose a Unit, and those that separate Association Property from public property or from other real property lying outside the Community.

(d) **Ingress and Egress Improvements.** The Association shall maintain all Private Streets, walkways and other means of ingress and egress in the Association Property (but not walks or other hardscape on the Units as they are not designated Association Maintenance Areas) in accordance with the Governing Documents and applicable Maintenance Guidelines.

(e) **Outdoor Lighting Maintenance.** The Association shall be responsible for maintaining exterior street lights and area lighting fixtures located on Association Property and on the Unit exteriors. The Association shall promptly replace nonfunctioning lamps and broken or damaged lighting fixtures and luminaires.

(f) **Assigned Parking Spaces.** The Association shall perform periodic structural repair, resurfacing, sealing, caulking, replacement or painting of Assigned Parking Spaces, so long as the need for any of these activities is not caused by the negligence or willful acts of the Owner of the Unit to which the Assigned Parking Space has been conveyed or any of such Owner's Family, guests, tenants or invitees.

(g) **Additional Items.** The Association shall also be responsible for maintaining any Improvements that a majority of the voting power of the Association designates for maintenance by the Association. Such Improvements shall be deemed Association Property and subject to provisions of the Governing Documents that are applicable to the Association Property.

2.2.4. **Inspections.** The Board shall periodically cause a compliance inspection of the Community to be conducted to report any violations thereof. The Board shall also cause condition inspections of the Association Property and all Improvements thereon to be conducted in conformity with the applicable Maintenance Guidelines, and in the absence of inspection frequency recommendations in any applicable Maintenance Guidelines at least annually (and more frequently if directed in the Maintenance Guidelines) in conjunction with the inspection required for the reserve study to be conducted pursuant to the requirements of the Bylaws, to:

(a) determine whether the Association Property is being maintained adequately in accordance with the standards of maintenance established in this Section 2.2;

(b) identify the condition of the Association Property and any Improvements thereon, including the existence of any hazards or defects, and the need for performing additional maintenance, refurbishment, replacement, or repair; and

(c) recommend preventive actions which may be taken to reduce potential maintenance costs to be incurred in the future.

The Board shall, during its meetings, regularly determine whether the recommended inspections and maintenance activities set forth in any applicable Maintenance Guidelines have been followed and, if not followed, what corrective steps need to be taken to assure proper inspections and maintenance of the Association Property. The Board shall keep a record of such determinations in the Board's minutes. Until the expiration of all applicable statutes of limitation or repose for the filing of a complaint or suit or other legal remedy against Declarant Parties under the Right to Repair Law, the Board shall keep Declarant fully informed of the Board's activities under this Section 2.2.4. The Board shall employ, consistent with reasonable cost management, such experts, contractors and consultants as are necessary to perform the inspections and make the reports required by this Section.

2.2.5. **Reporting Requirements.** The Association shall prepare a report of the results of the inspection required by this Section. The report shall be furnished to Owners and Declarant within the time set for furnishing the Budget to the Owners. The report must include at least the following:

(a) a description of the condition of the Association Property, including a list of items inspected, and the status of maintenance, repair and need for replacement of all such items;

(b) a description of all maintenance, repair and replacement planned for the ensuing Fiscal Year and included in the Budget;

(c) if any maintenance, repair or replacement is to be deferred, the reason for such deferral;

(d) a summary of all reports of inspections performed by any expert or consultant employed by the Association to perform inspections since the last inspection report;

(e) a report of the status of compliance with the maintenance, replacement and repair needs identified in the inspection report for preceding years;

(f) until the expiration of all applicable statutes of limitation or repose for the filing of a complaint or suit or other legal remedy against Declarant Parties under the Right to Repair Law, the Board shall keep Declarant fully informed of the Board's activities under this Section. The Board shall also furnish to Declarant (a) the report of each Condition Inspection performed for the Board, whenever such inspection is performed and for whatever portion of the Association Property that is inspected, within thirty (30) days after the completion of such inspection, and (b) the most recent Condition Inspection report prepared for any portion of the Association Property, no later than the date that is ten (10) days after the Association receives Declarant's written request; and

(g) such other matters as the Board considers appropriate.

2.2.6. **Damage by Owners.** Each Owner is liable to the Association for all damage to the Association Property that is sustained due to the negligence or willful act of the Owner, the Owner's Family, contractors, residents, tenants or invitees, and any other Persons who derive their use of the Association Property from the Owner or from the Owner's Family, contractors, residents, tenants or invitees. The Association may, after Notice and Hearing, levy against the Owner a Special Assessment representing a monetary charge imposed as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Association Property and facilities for which the Owner or the Owner's Family, contractors, residents, tenants or invitees were responsible. The amount of the Special Assessment may include (a) the amount of any deductible payable on the insured portion of the loss (if the Association elects to make a claim under its insurance policy), (b) all costs and expenses actually incurred by the Association to correct damage that is not covered by the Association's insurance or for which no claim has been made, and (c) the amount of the increase in premiums payable by the Association, to the extent the increase is directly caused by damage that was attributed to the

Owner or the Owner's Family, contractors, residents, tenants or invitees. In accordance with California Civil Code Section 5725(a), the Association shall have the power to impose a lien for the foregoing Special Assessment. If a Condominium is jointly owned, the liability of its Owners for damage to Association Property is joint and several, except to the extent that the Association and the joint Owners have otherwise agreed in writing.

2.3. **STORMWATER POLLUTANT CONTROL.**

2.3.1. The Community is subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System ("**NPDES**"), adopted in accordance with the Federal Clean Water Act. In 1999, the California State Water Resources Control Board ("**SWRCB**") enacted a new statewide General Permit for Storm Water Discharges Associated with Construction Activity (the "**General Permit**"). The General Permit imposes a comprehensive series of requirements on developers and builders to file a Water Quality Management Plan with the Regional Water Quality Control Board that sets forth BMPs for the design, implementation and maintenance of measures to mitigate or eliminate pollutants in storm water discharges from the Community both during and after construction of the Residences. The Association and the Owners shall comply with all applicable NPDES requirements and post-construction BMPs that may apply to the Community. The cost of the Association's maintenance of and compliance with post-construction BMPs applicable to the Association Property shall be treated as a Common Expense.

2.3.2. The Water Quality Management Plan for the Community contains specific maintenance requirements for post-construction operation of the BMPs. BMPs must be followed by the Owners concerning their Condominium and by the Association concerning the Association Property. The BMPs are applicable and enforceable in addition to any local ordinances established by the County and any Maintenance Guidelines imposed by the Declarant or Association relating to discharge of non-storm water into storm drains. The BMPs for the Community are set forth in the Water Quality Management Plan and include among others, (a) education of Owners regarding BMPs applicable to such Owner's Condominium and the Community, (b) training of Association employees regarding BMP requirements, (c) regular street sweeping and landscape maintenance of Association Property, and (d) regular inspection and cleaning of any catch basins, along with stenciling and signage regarding stormwater runoff. Owners and the Association should refer to the Water Quality Management Plan for detailed maintenance requirements.

2.4. **SINGLE-FAMILY DWELLING.** Subject to Sections 2.6 and 2.8 below, the Unit shall be used as a residential dwelling for a single Family and for no other purpose.

2.5. **FURTHER SUBDIVISION.** Except as otherwise provided in this Declaration, no Owner may physically or legally subdivide the Owner's Condominium in any manner, including dividing such Owner's Condominium into time-share estates or time-share uses. This provision does not limit the right of an Owner to rent or lease the Condominium pursuant to Section 2.6 below.

2.6. LEASING AND RENTAL.

2.6.1. Leasing or Rental to Declarant. Nothing in this Declaration shall be deemed to prevent an Owner from leasing or renting the Condominium to Declarant for use as sales offices, model home, parking area or for other residential or non-residential purposes. Declarant may not lease any portion of the Association Property to the Owners or the Association.

2.6.2. Leasing or Rental to Non-Declarant Parties. Nothing in this Declaration shall be deemed to prevent an Owner from leasing or renting the entirety of its Condominium for residential occupancy by a single Family, provided that:

(a) the terms of the lease or rental agreement are set out in a written lease or rental agreement;

(b) the lease or rental agreement is expressly made subject to this Declaration and the other Governing Documents;

(c) the lease or rental agreement shall be for a term of not less than thirty (30) days;

(d) the lessor or landlord shall not provide any services normally associated with transient occupancy (including hotel, inn, bed & breakfast, vacation rental, time-share or similar temporary lodging), such as providing meals, daily or weekly cleaning service or furnishing linens, cooking utensils or other household items; and

(e) the lease or rental agreement shall provide that all lessees, tenants, and their Families, agents and invitees are bound by the Governing Documents when present in the Community, and any violation of the Governing Documents by a lessee, tenant or their Families, agents or invitees also constitutes a default under the lease or rental agreement.

The Owner of the leased or rented Condominium shall be liable for all acts or omissions, whether negligent or non-negligent, of the lessee, tenant, other occupants of the Condominium and their Families, agents and invitees while present in the Community, and the lessor/landlord Owner shall indemnify, defend and hold harmless the Association and the other Owners in the Community from any liability arising from any such acts or omissions. Annual Assessments remain the responsibility of the lessor/landlord Owner during the term of the lease or rental agreement. A copy of this Declaration, the applicable Supplemental Declaration and any Rules and Regulations must be provided by the Owner to the lessee/tenant at the commencement of occupancy. The Association may not require that the tenant or lessee be approved by the Association, including but not limited to meeting creditworthiness standards.

2.7. RESALE. Nothing in this Declaration shall be deemed to prevent an Owner from (a) transferring or selling the Condominium, either to a single Person, or to more than one (1) Person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property.

2.8. BUSINESS AND COMMERCIAL ACTIVITIES.

2.8.1. **Generally.** No Owner or other occupant of the Community may undertake any activity in any Condominium nor use any portion of the Association Property, for any business, commercial or Non-Residential Purposes (as defined below), nor for any other purpose that is inconsistent with the Governing Documents. Such purposes include manufacturing, storage, vending, auctions, vehicle or equipment repair, entering into any lease or rental agreement under which the Unit would be occupied by numbers of persons in excess of the maximum occupancy permitted under applicable law, and transient occupancy of the Unit (such as hotel, inn, bed & breakfast, vacation rental, time-share or similar temporary lodging). Any lease or rental agreement for a term of fewer than thirty (30) days, and any lease or rental agreement pursuant to which the lessor provides any services normally associated with transient occupancy, shall be deemed to be for transient purposes and prohibited under this Declaration. All of the foregoing activities are prohibited whether they are engaged in full-time or part-time, whether they are for-profit or non-profit, and whether they are licensed or unlicensed.

2.8.2. **Exceptions.** This Section shall not be interpreted to prohibit any of the following:

- (a) The hiring of employees or contractors to provide maintenance, construction or repair services that are consistent with the Governing Documents;
- (b) Rental or leasing of a Unit to Declarant for use as a sales office, model homes or parking area for any period of time;
- (c) Exercise by Declarant of any rights reserved to it under Article 15;
- (d) The provision of in-home health care or assisted-living services to any resident of the Community;
- (e) The provision of family home child care services as defined in California Health and Safety Code Section 1597.40, *et seq.*, so long as such services comply with all applicable state and local laws, including licensing, inspection and zoning requirements, provided, however, that the Association has the power to limit or prohibit use of the Recreational Facilities and other common amenities in the Association Property by clientele of the business;
- (f) Small home-based service businesses (each, a "**Non-Residential Use**") that comply with all of the following (which include limitations and restrictions pursuant to the FHA Requirements):
 - (i) The total floor area used in any particular Unit for Non-Residential Uses shall not exceed twenty-five percent (25%) of the Unit's total floor area;
 - (ii) The aggregate floor area used for Non-Residential Uses among all the Units in the Community shall not exceed twenty-five percent (25%) of the total floor area of all Units in the Community;

(iii) The Non-Residential Use shall be ancillary and "subordinate" (as used in the FHA Requirements) to the Owner's use of the Unit for the residential purposes described in this Declaration

(iv) The Non-Residential Use shall be of a nature that is consistent with or "homogenous" (as used in the FHA Requirements) with residential use, meaning it does not create a nuisance to, or impose adverse conditions on, the other residents of the Community, and it is consistent with the residential nature of the Community;

(v) No unoccupied Unit may be used solely for Non-Residential Uses; in all events, the operator of any Non-Residential Use in a particular Unit must live in the Unit on a permanent, full-time basis;

(vi) When conducted in the Community, Non-Residential Use activities take place solely inside the Unit;

(vii) The operator of the business posts no business-related signage anywhere in the Community;

(viii) The Non-Residential Use complies with all laws, regulations and ordinances applicable to the Community, including zoning, health and licensing requirements;

(ix) Other than visits by clients or suppliers, there is no visible evidence in the Community of the business;

(x) The Non-Residential Use otherwise complies with the Declaration;

(xi) The business does not generate noise or odors that are apparent outside the Unit; and

(xii) The business does not increase the Association's liability or casualty insurance obligation or premium.

(g) Other activities that have been determined by Local Government Agencies to be consistent with the single-family residential uses in the Community, including, for example, residential care facilities that are operated in accordance with California Health and Safety Code Section 1566.5.

2.9. **NUISANCES.** Noxious or offensive activities are prohibited in the Community and on any public street abutting or visible from the Community. The Board is entitled to determine if any device, noise, odor, or activity constitutes a nuisance.

2.9.1. **Nuisance Devices.** Nuisance devices may not be kept or operated in the Community or on any public street abutting the Community, or exposed to the view of other Condominiums or Association Property. Nuisance devices include the following:

(a) All horns, whistles, bells or other sound devices (except security devices used exclusively to protect the security of a Unit or a vehicle and its contents);

(b) Noisy or smoky vehicles, power equipment (excluding lawn mowers and other equipment used in connection with ordinary landscape maintenance), and Restricted Vehicles (defined below);

(c) Devices that create or emit loud noises or noxious odors;

(d) Construction or demolition waste containers (except as permitted in writing by the Committee);

(e) Devices that unreasonably interfere with television or radio reception to a Condominium;

(f) Plants or seeds infected with noxious insects or plant diseases;
or

(g) The presence of any other thing in the Community which may (1) increase the rate of insurance in the Community, (2) result in cancellation of the insurance, (3) obstruct or interfere with the rights of other Owners or the Association, (4) violate any law or provisions of the Governing Documents, or (5) constitute a nuisance or other threat to health or safety under applicable law or ordinance.

2.9.2. Nuisance Activities. Nuisance activities may not be undertaken in the Community or on any public street abutting the Community, or exposed to the view of other Condominiums or Association Property without the Board's prior written approval. Nuisance activities include the following:

(a) Hanging, drying or airing clothing, fabrics or unsightly articles in any place that is visible from other Condominiums, Association Property or public streets;

(b) The creation of unreasonable levels of noise from parties, recorded music, radios, television or related devices, or live music performance;

(c) The creation of unreasonable levels of noise from a barking dog or other animal kept in the Community (for example, chronic daily nuisance barking by a dog over extended periods of time);

(d) Repair or maintenance of vehicles or mechanical equipment, except in a closed garage with adequate ventilation to maintain safety;

(e) Outdoor fires, except in barbecue grills and fire pits designed and used in such a manner that they do not create a fire hazard; or

(f) Outdoor storage of bulk materials or waste materials except in temporary storage areas designated by the Committee.

(g) Any activity which may (1) increase the rate of insurance in the Community, (2) result in cancellation of the insurance, (3) obstruct or interfere with the rights of other Owners, (4) violate any law or provisions of the Governing Documents, or (5) constitute a nuisance or other threat to health or safety under applicable law or ordinance.

2.10. **SIGNS.** Subject to California Civil Code Sections 712, 713 and 4710, and any applicable Design Guidelines, no sign, advertising device or other display of any kind shall be displayed in the Community or on any public street in or abutting the Community except for the following signs:

2.10.1. **Traffic and Parking Control.** Entry monuments, Community identification signs, and traffic or parking control signs maintained by the Association;

2.10.2. **Addressing.** For each Condominium, one (1) nameplate or address identification sign which complies with Design Review Committee rules;

2.10.3. **Security.** For each Condominium, one (1) sign advising of the existence of security services protecting a Condominium which complies with Design Review Committee rules;

2.10.4. **For Sale or Lease Signs.** For each Condominium, one (1) sign advertising the Condominium for sale or lease that complies with the following requirements:

(a) the sign has reasonable design and dimensions (which shall not exceed eighteen (18) inches by thirty (30) inches in size), provided the sign is promptly removed at the close of the resale escrow or the lease, or upon the Owner's withdrawal of the Condominium from the resale or lease market; and

(b) the sign is of a color, style and location authorized by the Design Review Committee.

The Association may adopt in its Rules and Regulations different or additional restrictions on the design and dimensions of for sale and for lease signs, for consistency with the existing practice of the local real estate board, if any. In the event of a conflict with the foregoing, the Rules and Regulations shall prevail without having to amend this Declaration.

2.10.5. **Certain Noncommercial Signs.** For each Condominium, a noncommercial sign, poster, flag or banner must comply with the following requirements:

(a) a noncommercial sign or poster must not be more than nine (9) square feet in size and a noncommercial flag or banner must not be more than fifteen (15) square feet in size; and

(b) a noncommercial sign, poster, flag or banner may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.

2.10.6. **Other Authorized Signs.** Other signs or displays authorized by the Design Review Committee. Outdoor display of the flag of the United States is permitted pursuant to California Civil Code Section 4705, as long as the flag and flag pole are located solely within the Owner's Unit.

2.11. PARKING AND VEHICULAR RESTRICTIONS.

2.11.1. **Definitions.** The following definitions shall apply to parking and vehicular restrictions set forth in this Declaration:

2.11.2. **Authorized Vehicle.** An "Authorized Vehicle" is an automobile, a passenger van designed to accommodate ten (10) or fewer people, a motorcycle, or a pickup truck having a manufacturer's rating or payload capacity of one (1) ton or less. The Association has the power to identify additional vehicles as Authorized Vehicles in the Rules and Regulations in order to adapt this restriction to other types of vehicles that are not listed above.

2.11.3. **Restricted Vehicles.** The following vehicles are "Restricted Vehicles:" (a) large commercial-type vehicles (for example, stake bed trucks, tank trucks, dump trucks, step vans, and concrete trucks), (b) buses, limousines or vans designed to accommodate more than ten (10) people, (c) inoperable vehicles or parts of vehicles, (d) aircraft, (e) boats, jet skis and other water craft, (f) trailers (for example, trailers designed for horses, boats, motorcycles or other equipment or materials), (g) motor homes and recreational vehicles (for example, fifth-wheels, folding camping trailers, travel trailers, but not including van conversions and truck campers), (h) any vehicle or vehicular equipment deemed a nuisance by the Association, (i) any other vehicle that violates a County ordinance, and (j) any other vehicle that is not classified as an Authorized Vehicle. If a vehicle qualifies as both an Authorized Vehicle and a Restricted Vehicle, then the vehicle is presumed to be a Restricted Vehicle, unless the vehicle is expressly authorized in writing by the Association. The Association has the power to identify additional vehicles as Restricted Vehicles in the Rules and Regulations to adapt this restriction to other types of vehicles that are not listed above.

2.11.4. Parking Management Plan.

(a) **Restricted Vehicles.** No Restricted Vehicle may be parked, stored or kept in the Community except for periods of two (2) hours or less in any twenty-four (24) hour period during loading, unloading, or emergency repairs. However, an Owner may park a Restricted Vehicle in the garage as long as the garage is kept closed and the presence of the Restricted Vehicle does not prevent Owner's other Authorized Vehicles from being parked in the garage at the same time. In no event shall a Restricted Vehicle be parked in any Assigned Parking Space or Guest Parking Space in the Community.

(b) **Garage Parking.** Each Owner shall at all times ensure that the garage accommodates at least the number of Authorized Vehicles for which it was originally constructed by Declarant. The garages shall be used for parking of vehicles and storage of personal property only. No garage may be used for any dwelling, commercial, recreational, or other purpose. Garage doors must be kept closed except as necessary for entry or exit of vehicles or Persons.

(c) **Guest Parking Spaces.** Guest Parking Spaces are for temporary, short-term use by residents and invitees of residents only. Guest Parking Spaces are unreserved and unassigned, and they are available on a strict first-come-first-served basis. However, the spaces shall not be used for long-term parking (more than 72 hours in any seven day period) or permanent storage of any vehicle or other personal property. The Board may, but is not required to, impose additional restrictions on a resident's use of the Guest Parking Spaces.

2.11.5. **Repair, Maintenance and Restoration.** No Person may repair, maintain or restore any vehicle in the Community, unless the work is conducted in the garage with the garage door closed if proper venting can be provided for safety purposes. However, no Person may carry on in any portion of the Community any vehicle repair, maintenance or restoration business.

2.11.6. **Enforcement.** The Board has the right and power to enforce all parking and vehicle use regulations applicable to the Community, including the removal of violating vehicles from parking areas in the Community in accordance with California Vehicle Code Section 22658 or other applicable laws; provided, however, that upon request of the County, the Board shall take all actions necessary to apply California Vehicle Code Sections 21107.5, 21107.6, 21107.7 and 21107.8 to the Community. The County may, but is not required to, enforce such restrictions, rules and regulations, in addition to applicable laws and ordinances.

2.11.7. **Regulation and Restriction by Board.** The Board has the power to: (a) establish additional rules and regulations concerning parking in the Association Property, including designating "parking," "guest parking," and "no parking" areas, (b) prohibit any vehicle parking, operation, repair, maintenance or restoration activity in the Community if it determines in its sole discretion that the activity is a nuisance, and (c) promulgate rules and regulations concerning vehicles and parking in the Community as it deems necessary and desirable.

2.12. ANIMAL REGULATIONS.

2.12.1. **Restrictions on Numbers and Types of Animals.** No commercial or farm livestock, including poultry, may be kept in the Community. However, up to two (2) dogs or two (2) cats, or one (1) dog and one (1) cat may be kept in each Unit, subject to applicable law, the Governing Documents, and such rules and regulations as may be adopted by the Board, including potential weight limitations. In addition to dogs and cats, but subject to local ordinances and such Rules and Regulations as may be adopted by the Board, residents may keep in the Unit reasonable numbers of small household pets that live in containers or cages, including fish, rodents and birds, so long as there is no external evidence of their presence in the Community. The Board has the power and discretion to determine whether the types or numbers of any animals kept in a Unit are a nuisance, and the Board shall have the power to abate the nuisance through any legal procedure that is available to the Association.

2.12.2. **Reasonable Accommodations for Service Animals.** Also notwithstanding the limitations on numbers and types of animals in Section 2.12.1, the Board shall, without having to amend Section 2.12.1, make reasonable accommodations allowing residents with legally recognized disabilities to keep service animals in their homes on receipt of

reasonable evidence: (a) that a resident of the Unit has a legally recognized disability; (b) that the service animal is properly trained to provide a necessary service for the disabled resident, and (c) showing that the animal meets the criteria for service animals set forth in state and federal law and regulation. Qualified service animals shall not be counted as pet animals for purposes of the numeric limits in Section 2.12.1, nor shall any limitations on the types of animals set forth in Section 2.12.1 apply to a qualified service animal. Qualified service animals permitted under this Section 2.12.2 remain subject to Sections 2.12.3 and 2.12.4 and the provisions of Sections 2.9 and 2.12.1, concerning the Association's rights and powers to abate nuisances.

2.12.3. Animal Keeping Areas. When in the Community, all animals belonging to an Owner, or to an Owner's Family, contractors, residents, tenants or invitees in the Community must be kept indoors or in fenced areas of the Unit, subject to restriction by the Board in accordance with applicable law, this Section and the restrictions on nuisances in Section 2.9 above. Whenever outside the Residence or fenced portions of the Unit, animals must be kept under the control of a Person capable of controlling the animal either on a leash or other appropriate restraint or carrier.

2.12.4. Owner Responsibility. The Owner of the Unit shall be solely responsible for ensuring that there is no external evidence of the presence of any animals kept by the Owner or by the other residents of the Unit (including unreasonable noise or noticeable odor). Furthermore, each Owner shall be absolutely liable to each and all other Owners, their Families, contractors, tenants, residents and guests for damages or injuries caused by any animals brought or kept in the Community by an Owner, by members of the Owner's Family, or by the Owner's contractors, residents, tenants or invitees. Each Owner shall immediately remove any excrement or clean other unsanitary conditions caused by such Owner's animals on any portion of the Community.

2.13. ANTENNA AND SATELLITE DISH RESTRICTIONS. No Person may install in the Community any antenna or over-the-air receiving device except for an "Authorized Antenna."

2.13.1. Definition of Authorized Antenna. An Authorized Antenna is (a) an antenna designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is one (1) meter or less in diameter, (b) an antenna designed to receive video programming service, including multi-channel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, and is one (1) meter or less in diameter or diagonal measurement, (c) an antenna designed to receive television broadcast signals, or (d) an antenna used to receive and transmit fixed wireless signals. The foregoing definition is not intended to prohibit cordless or wireless telephones, PDAs, computers, wireless home data networking equipment or other portable wireless data or telephony devices that do not otherwise constitute a nuisance device under the Governing Documents.

2.13.2. Mounting on Mast. An Authorized Antenna may be mounted on a mast to reach the height needed to receive an acceptable quality signal, subject to Local Governmental Agency permitting requirements for safety purposes. No mast shall be installed in such a way that it overhangs any neighboring Condominium or Association Property, or poses a threat of damage to property or injury to persons.

2.13.3. Preferred Installation Locations and Restrictions on Installation. Rooftops or fascia boards at the rear of the Residence are the preferred installation location in the Community. The Association may establish preferred installation locations for the Authorized Antenna in the Design Guidelines, subject to applicable restrictions and prohibitions in this Declaration. The Committee may adopt reasonable restrictions on installation and use of an Authorized Antenna as part of its Design Guidelines in order to minimize visibility of the Authorized Antenna from other Condominiums. Such restrictions may designate one (1) or more additional preferred installation locations, or require camouflage such as paint (subject to the antenna manufacturer's recommendations) or screening vegetation or other Improvements. However, no restriction imposed by the Committee may (a) unreasonably delay or prevent the installation, maintenance or use of an Authorized Antenna, (b) unreasonably increase the cost of the installation, maintenance or use of an Authorized Antenna, or (c) preclude acceptable quality reception.

2.13.4. Prohibitions on Installation. The Committee may prohibit the installation of an Authorized Antenna in a particular location if, in the Committee's opinion, the installation, location or maintenance of such Authorized Antenna unreasonably affects the safety of the Owners or any other Person, or for any other safety-related reason established by the Committee. The Committee may also prohibit an Owner from installing an Authorized Antenna on any real property which such Owner does not own or is not entitled to exclusively use or control under the Governing Documents, including the Association Property or any other property outside the Owner's Unit. The Committee also has the power to prohibit or restrict the installation of any antenna or other over-the-air receiving device that does not meet the definition of an Authorized Antenna as set forth above.

2.13.5. Review after Installation. The Committee may review the location and installation of an Authorized Antenna after it is installed. After its review, the Committee may require that the Authorized Antenna be moved to a preferred location (if one has been designated) for safety reasons or to comply with reasonable restrictions subject to this Section and applicable law. Approvals shall not be unreasonably withheld or delayed but may include restrictions which do not significantly increase the cost of installation, maintenance or use of the device, or significantly decrease its efficiency or performance or preclude reception of an acceptable quality signal) and in compliance with all applicable ordinances of the County, California statutes (*e.g.*, California Civil Code Section 4725), and federal regulations, as each may be amended or revised.

2.13.6. Restatement of Applicable Law. This Section is intended to be a restatement of the authority granted to the Committee under the law. All amendments, modifications, restatements and interpretations of the law applicable to the installation, use or maintenance of an antenna or over-the-air receiving device shall be interpreted to amend, modify, restate or interpret this Section.

2.14. TRASH. Trash and recyclables must be stored in sanitary containers inside the Unit and regularly moved to the Association Property exterior trash enclosures. Oversized items that will not fit in the exterior trash enclosures, and hazardous waste, electronics and other materials that may not be disposed of with regular trash or recyclables may not be abandoned anywhere in the Association Property; the Owner is solely responsible for arranging the proper

disposal thereof. No trash, trash containers or recyclable materials may be stored in view of other Units or Association Property. The Board has the power to make additional Rules and Regulations concerning the disposal of trash and recyclables, consistent with County ordinances.

2.15. OWNER-INSTALLED IMPROVEMENTS. No Person shall install any permanent outdoor Improvements on a Unit if the Improvements are visible from another Unit, or from the streets or the Association Property, without the prior written approval of the Design Review Committee obtained in accordance with Article 5 and the Rules and Regulations. Examples of outdoor Improvements that require prior Committee approval include the following:

(a) Roof-mounted equipment, including heating, ventilation and air conditioning equipment, vents or ducts;

(b) Screening structures that are intended to hide roof-mounted Improvements (such Improvements may be hidden from view only by extension of the main structure);

(c) Modifications to the building exteriors including room additions, second-story additions or other cosmetic or structural changes in the architectural elements of the Residence;

(d) Permanently installed athletic equipment, including freestanding basketball standards, backboards attached to a Residence or any other Improvement on a Unit, soccer goals, hockey goals, skate ramps or other such Improvements. However, portable athletic equipment (such as movable basketball standards, soccer goals, hockey goals and skate ramps) may be used in yards or in other areas authorized in writing by the Board, but when not in use they must be brought indoors or stored out of the view of streets, other Units and Common Area;

(e) Sunshades, awnings or patio covers, if visible from other Units, Association Property, or streets;

(f) Accessory structures;

(g) Paint or other surface finishes (unless the paint or finish used is the same as originally used by Declarant on the Improvement or the same as previously approved in writing by the Committee);

(h) Front yard landscaping and hardscape, including flatwork, fences or walls, or statuary, if visible from other Units, Association Property or streets;

(i) Rear yard landscaping and hardscape, including flatwork and fences or walls;

(j) Sideyard landscaping and hardscape, including flatwork and fences or walls; and

(k) Outdoor audio/video equipment, including speakers and monitors.

The foregoing list is provided for guidance but it is not intended to be an exhaustive list. The Committee has the power to require prior review and approval of other Improvements that are not listed above. Outdoor patio or lounge furniture, potted plants and portable barbecue equipment may be kept pursuant to the Rules and Regulations.

Persons who intend to install or construct outdoor Improvements on their Units must consult the Design Review Committee prior to installation to determine if prior review and approval are required. This Section shall not apply to any Improvements installed by Declarant or by the Association, nor shall it apply to maintenance, repair, replacement or reconstruction of existing Improvements by Declarant or by the Association.

2.15.2. Installation of Side and Rear Yard Landscaping. If not otherwise completed by Declarant prior to the Close of Escrow for such Owner's Condominium, each Owner shall complete the installation of landscaping on the sideyard and rear yard of the Unit in accordance with a plan approved by the Design Review Committee no later than three (3) months after the Close of Escrow. Provided, however, that the Owner of a Benefitted Unit as described in Section 6.5 shall be responsible for installing the landscaping in the Burdened Area of the corresponding Burdened Unit over which they hold a sideyard easement.

2.15.3. Windows. No Owner or other resident of the Community may apply paint, foil, film, or other reflective material to the glass portion of any window in the Unit. This Section shall not be interpreted to prohibit the installation of blinds, shutters, curtains and other similar window coverings. Pending installation of permanent window coverings, Owners may cover windows with white sheets up to 90 days after the Close of Escrow.

2.15.4. Holiday Decorations. Outdoor holiday decorations, or indoor holiday decorations that are visible from outside, shall be limited to a reasonable period of time prior to the date of the holiday, as determined by the Association in its Rules and Regulations, and shall be removed within no more than fourteen (14) days after such holiday, unless prior written authorization has been granted by the Association to remove them at a later date.

2.15.5. Wood-Burning Devices. No Person may install in any portion of the Community (either outdoors or indoors) any fireplace, wood-burning heater, or pellet-fueled wood heater, or any similarly enclosed, permanently installed device burning any solid fuel for aesthetic or space-heating purposes, which has a heat input of less than one million British thermal units (BTUs) per hour.

2.16. MECHANICS' LIENS. No Owner may cause or permit any mechanic's lien to be filed against the Association Property or another Owner's Condominium for labor or materials alleged to have been furnished or delivered to such Owner. Any Owner who permits a mechanics' lien to be so filed shall cause the lien to be discharged no later than five (5) days after receipt of written notice to discharge the lien is received from the Board. If the Owner fails to remove a mechanic's lien after written notice from the Board, the Board may discharge the

lien and levy a Special Assessment against the violating Owner's Condominium to recover the cost of discharge.

2.17. **DRAINAGE.** There shall be no interference with or obstruction of the established surface drainage pattern(s) and water quality Improvements located within any Condominium in the Community, unless an adequate alternative provision is made for proper drainage and approved by the Design Review Committee.

2.17.1. **Established Drainage.** Any alteration of the established drainage pattern must at all times comply with all applicable requirements of Local Government Agencies. For the purpose hereof, "Established Drainage" is defined as the drainage which exists at the time of the first Close of Escrow for the sale of the Condominium by Declarant, or as shown on any plan approved by the Committee. Established Drainage includes drainage from Condominium to Condominium and to and from property lying outside the Community.

2.17.2. **Surface Drainage Improvements; Sub-Drains.** The Established Drainage on a Condominium may consist of any or all of the following: earthen or concrete drainage swales, concrete channels, permeable water quality material, catch basins with underground drainage pipelines, roof-mounted gutters or downspouts (collectively, "**Surface Drainage Improvements**"). In addition, one or more drain lines may have been installed beneath the surface of the patio or yard of a Condominium (each, a "**Sub-Drain**"). Surface Drainage Improvements and Sub-Drains and appurtenant Improvements constructed or installed by Declarant (if any) provide for collection and drainage of surface waters from each Condominium and from elsewhere in the Community to proper points of disposal.

2.17.3. **Maintenance of Drainage and Water Quality Improvements.** Each Owner must maintain, and keep free of debris and obstructions all Surface Drainage Improvements and Sub-Drains located on or under the Condominium, except those for which the Association or a public authority or utility are responsible. To ensure adequate drainage within the Community, it is essential that the Surface Drainage Improvements and the Sub-Drains, if any, not be modified, removed or blocked without having first made alternative drainage arrangements. Therefore, no Owner may install, alter, modify, remove or replace any Surface Drainage Improvements or Sub-Drains on or under the Owner's Condominium without first making alternative drainage arrangements approved in writing by the Committee and by applicable governmental agencies. Owner-installed irrigation systems must be installed and maintained to prevent excess runoff and accumulation of surface water. Owners shall maintain water quality improvements in accordance with the BMPs as described in the Water Quality Management Plan.

2.17.4. **Grading.** The grading design in the Community should not be altered to redirect surface water flow toward the Condominiums or onto adjacent property, or to trap water so that it ponds or floods. Grading modifications are subject to law, approval by the Board, and the terms of any Recorded drainage easements.

2.18. **WATER SUPPLY SYSTEM.** No individual water supply, sewage disposal or water softener system is permitted on any Condominium unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations

of any water district having jurisdiction, the County, the Design Review Committee and all other applicable governmental authorities with jurisdiction.

2.19. VIEW OBSTRUCTIONS. Each Owner acknowledges that (a) there are no protected views in the Community, and no Condominium is assured the existence or unobstructed continuation of any particular view, and (b) any construction, landscaping (including the growth of landscaping) or other installation of Improvements by Declarant or other Owners may impair the view from any Condominium, and each Owner hereby consents to such view impairment.

2.20. SOLAR ENERGY SYSTEMS. California has a strong public policy in favor of solar heating and solar energy generating systems (each, a "System"). California policies and applicable laws, including the Solar Shade Control Act (Public Resources Code Section 25980, *et seq.*) and the Solar Rights Act (Civil Code Section 714, *et seq.*) protect each Owner's right to place and maintain equipment and facilities necessary to operate a residential System, all subject to reasonable restrictions imposed by the Association.

2.20.1. Installation. Owners who elect to install a System will be subject to the Declaration, any homeowner maintenance manual, all applicable County ordinances and zoning regulations, the Uniform Building Code and associated law and regulations. Owners must obtain written approval from the Design Review Committee prior to installing a System.

2.20.2. Impact of Neighboring Properties. California law, including the Solar Shade Control Act, may in some instances restrict an Owner's free and unfettered enjoyment of a Unit if it conflicts with the solar heating needs of an adjoining Unit, including the location and height of Owner-installed or -placed trees, landscaping or other Improvements on the Owner's property. However, nothing in the law or the Governing Documents guarantees any Owner the absolute right to operate a System entirely free of interfering shade from pre-existing vegetation and structures on neighboring Units, and Declarant makes no such warranty that any System will remain unaffected by shade caused by pre-existing vegetation or other Improvements, or the activities of neighboring Owners or the Association, including the growth of landscaping and the height of Improvements on neighboring Units or public property.

2.21. RIGHTS OF DISABLED. Subject to Article 5, each Owner may modify such Owner's Unit and the route over the Association Property leading to the front door of the Owner's Unit, at the Owner's sole expense to facilitate access to the Unit by persons who are blind, visually impaired, deaf or physically disabled, or to alter conditions which could be hazardous to such persons, in accordance with California Civil Code Section 4760 or any other applicable law.

2.22. TEMPORARY BUILDINGS; TEMPORARY DWELLINGS. No tent, shack, shed, trailer, mobile home, modular building, storage building, shipping or storage container or similar movable building or shelter may be placed on any portion of the Community either temporarily or permanently. No automobile, trailer, mobile home, camper, motor home, recreational vehicle or other vehicle may be used as a dwelling in any portion of the Community, either temporarily or permanently.

2.23. **PROHIBITED RESIDENTIAL USES.** No garage, carport, trailer, camper, motor home, recreational vehicle or other vehicle may be used as a residence in the Community, either temporarily or permanently.

2.24. **ASSOCIATION PROPERTY.** The Association Property may not be altered without the Board's prior written consent.

2.25. **MINERAL EXPLORATION AND EXTRACTION.** No oil drilling, oil, gas or mineral development operations, oil refining, geothermal exploration or development, quarrying or mining operations of any kind may be conducted on the Community, nor are oil wells, tanks, tunnels or mineral excavations or shafts permitted upon the surface of any Condominium or within five hundred (500) feet of the surface of the Community.

2.26. **POST-TENSION CONCRETE SLABS.** Concrete slabs for Improvements constructed in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is commonly known as a "Post-Tension Slab." Cutting into a Post-Tension Slab for any reason (for example, to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit, personal injury, or both. Each Owner shall determine if the floor of their Unit has been constructed with a Post-Tension Slab and, if so agrees: (a) Owner shall not cut into or otherwise tamper with the Post-Tension Slab; (b) Owner will not permit or allow any other Person to cut into or tamper with the Post-Tension Slab so long as Owner owns any interest in the Unit; (c) Owner shall disclose the existence of the Post-Tension Slab to any Person who rents, leases or purchases the Unit from Owner; and (d) Owner shall indemnify and hold Declarant and Declarant's agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Owner.

2.27. **EASEMENTS.** The ownership interests in the Units and Association Property are subject to the easements granted and reserved in this Declaration. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Owners, the Association and the Declarant, and each of their respective properties, superior to all other encumbrances applied against or in favor of any portion of the Community. Individual grant deeds to Units and Association Property may, but shall not be required to, set forth the easements specified in this Article or elsewhere in this Declaration.

2.28. **ZERO LOT LINE.** Non-fixed windows on the "zero lot line" side of the Residence, if any, wall shall only open toward the interior of the Residence to allow cleaning from inside the Residence. Any modifications to a window located on the "zero lot line" side of the Residence which are not in conformance with the foregoing restriction shall be prohibited.

ARTICLE 3 DISCLOSURES

Article 3 is intended to disclose to Owners additional information Declarant either reasonably understands to be true or that was provided to Declarant as of the date this

Declaration was Recorded, and disclose the nature and reservations of conditions elsewhere in this Declaration. The Disclosures in this Article are based on information obtained from third-party sources, including, retained consultants, public officials, employees and public records. With regards to new information disclosed in this Article, no Person should rely on the accuracy or completeness of this information because many of the matters discussed below are outside the control of Declarant and the Association. Accordingly, Declarant does not make any guarantee as to the accuracy or completeness of the matters disclosed below. Furthermore, Declarant is under no obligation to update or revise any matter disclosed in this Article. The Owners are advised to conduct an independent investigation to determine the accuracy of the information disclosed.

3.1. NO REPRESENTATIONS OR WARRANTIES. No representations or warranties, express or implied, have been given by Declarant, the Association or their agents, in connection with the Community, including, its physical condition, zoning, compliance with law, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation of the Community as a condominium project, except as expressly provided in this Declaration, as submitted by Declarant to DRE, as provided by Declarant to the first Owner of each Condominium or provided in the standard warranty required by the FHA or VA.

3.2. ACCESS FACILITIES. Vehicular and pedestrian access into the Community may be controlled by entry gates located at the Private Street entrances into the Community. There may also be controlled access pedestrian gates in the Community. It is currently intended that the entry gates will not be staffed; however, Declarant reserves the right to provide temporary staffing during the marketing period for the Community. Until the last Close of Escrow occurs in the Community (a) the access gate may be open to the general public, (b) Declarant may change the hours of access gate operation in its sole discretion without notice to accommodate construction and marketing activities, (c) interim access gate staffing may be provided or eliminated, and (d) operation of the access gate may be limited.

3.3. SECURITY AND PRIVACY DISCLAIMER. Security cameras, access gates and any staffing are not intended to provide security or privacy for persons, personal property or Condominiums in the Community. Neither Declarant nor the Association undertakes to provide security or privacy for the Community or Owners, nor do they make any representations or warranties concerning the security or privacy of the Community or Owners.

3.4. SPECIAL TAX AND ASSESSMENT DISTRICTS. The Community may lie within the boundaries of one or more special tax and assessment districts, such as landscape and lighting districts, County Service Areas, mosquito and vector control districts, water districts and school districts, and it may be annexed to other special tax districts from time to time in the future. Owners are advised to consult the County Assessor's office for further information.

3.5. SUPPLEMENTAL REAL PROPERTY TAXES. The County Assessor has the authority to reassess new homes after the Close of Escrow based on the difference between its appraised value and the home's unimproved value for the period after escrow closes. The Assessor will issue a supplemental tax bill to Owners for the difference in the taxes due based upon the reassessment. Declarant has no control over the valuation, timing or the amount of the

supplemental bill resulting from the reassessment. Owner is solely responsible for the payment of the supplemental tax bill.

The following notice is given pursuant to Section 1102.6c of the California Civil Code:

“California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes. The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any question concerning this matter, please call your local Tax Collector’s Office.”

Neither Declarant nor any of its authorized agents, representatives, employees or sales people have made any representations or warranties regarding supplemental real property taxes.

3.6. ASSOCIATION BUDGETS. Initial Association budgets are prepared by an independent professional and are based on information available at the date of preparation. They have been reviewed by the DRE. Budgets will change from time to time due to changing maintenance requirements, geographic impacts that are not anticipated when the budgets were prepared, the demand by Owners for different, higher, or enhanced services or standards of maintenance and/or unforeseen or unanticipated circumstances.

3.7. RECREATIONAL FACILITIES. The Community includes the Recreational Facilities. All persons using the Recreational Facilities are required to use caution and to watch their children at all times to prevent injuries. The use of the Recreational Facilities may cause noise, night lighting, the errant flight and/or entry of items of play and other disturbances to those Residences in close proximity to the Recreational Facilities. Owners living near the Recreational Facilities may experience higher than normal pedestrian and vehicular traffic. In addition, the Recreational Facilities may be equipped with enhanced lighting for evening activities. Lighting may be visible from Residences within the Community. All persons using the Recreational Facilities in the Community are required to use caution and to watch their children at all times to prevent drowning and other injuries. Additionally, from time to time, balls and other objects may be hit out of the Recreational Facilities and into Units and adjacent areas. The Association may, from time to time, promulgate rules for use and operation of the Recreational Facilities, including reasonable hours of operation.

3.8. ELECTRIC POWER LINES, WIRELESS COMMUNICATIONS FACILITIES, AND HUMAN HEALTH. Underground and overhead electric transmission and distribution lines and transformers (*“Power Lines”*) are located within or in the vicinity of all residential communities, including this Community. The Power Lines within and in the vicinity of the Community produce electric and magnetic fields (*“EMF”*). Antennas and other equipment for wireless telecommunications (for example, cellular phones) may also be located in

or in the vicinity of the Community. Like all wireless communications facilities, these facilities produce radio-frequency fields ("**RF**"). Numerous studies concerning the effects of EMF and/or RF on human health have been undertaken over the past several years and some are ongoing. There are studies that have reported a possible relationship between EMF exposure and some health conditions, such as childhood leukemia, miscarriages, and certain neurological disorders, while other studies found no such relationship. Some studies have reported associations between RF exposure and brain cancer, while other studies found no such relationship. Studies are ongoing. Additional information about EMF and RF is available from the following agencies:

3.8.1. the World Health Organization's International EMF Project website at http://www.who.int/topics/electromagnetic_fields/en/;

3.8.2. Southern California Edison website at <https://www.sce.com/wps/portal/home/safety/family/environmental-health>;

3.8.3. the U.S. National Institute of Environmental Health Sciences website at <http://www.niehs.nih.gov/health/topics/agents/emf/>; and

3.8.4. Electric and Magnetic Fields Program, at <http://www.ehib.org/emf/>.

This list is not meant to be all inclusive.

3.9. **UTILITY IMPROVEMENTS.** There may be above-ground and subterranean utility Improvements such as transformers, lift stations, water or sewer facilities, telecommunications vaults and other visible Improvements necessary for the delivery of utilities or other services either on or adjacent to each Condominium. The placement of such Improvements is dictated by the needs of the applicable utility or service provider, and the presence of such Improvements in the Community is in accordance with easements created prior to or during the development of the Community. Each Condominium and portions of the Association Property are subject to one or more such easements for placement of utility Improvements. No Owner may modify, remove or otherwise interfere with utility Improvements on any Condominium or other portion of the Community.

3.10. **URBAN ENVIRONMENT.** Living in a densely populated Community entails living in very close proximity to other persons and business, with attendant limitations on solitude. Owners will hear noise from adjacent Units within the Community, especially when windows are open. Finally, Owners can expect to hear noise from surrounding areas, such as parks, other residential communities and public streets and rights of way. Owners may also notice light entering the Units from street lights and area lighting fixtures located in close proximity to the windows and doors of the Units.

3.11. **PROPERTY LINES.** The boundaries of each Condominium in the Community and the Association Property are delineated on subdivision (tract) maps, lot line adjustments, parcel maps or Condominium Plans that are public records and are available at the County Recorder's office.

3.12. **MOLD.** Molds are simple, microscopic organisms, present virtually everywhere, indoors and outdoors. Mold can be any color, but is usually green, gray, brown or black. Mold

requires a food source (such as paper, wood, leaves or dirt), a source of moisture and a suitable temperature (generally 40-100 degrees Fahrenheit) to grow.

Individuals are exposed to molds on a daily basis, and in most instances there are no harmful effects. However, the buildup of molds in the indoor environment may contribute to serious health problems for some individuals. Due to a variety of factors, including the fact that sensitivities to various types of molds and other potential contaminants vary from person to person, there are currently no state or federal standards concerning acceptable levels of exposure to mold. Sources of indoor moisture that may lead to mold problems include, but are not limited to flooding, leaks, seepage, sprinkler spray hitting the Residence, overflow from sinks or sewers, damp basement or crawl space, steam from shower or cooking, humidifiers, wet clothes drying indoors, watering house plants, and clothes dryers exhausting indoors.

Each Owner should take precautions to prevent the growth of mold in the Unit from these and other sources. Preventative measures include, but are not limited to the following: (1) regularly cleaning the Unit; (2) regularly checking for accumulated moisture in corners and unventilated areas; (3) running fans, dehumidifiers and air conditioners to reduce indoor humidity; (4) stopping the source of any leak or flooding; (5) removing excess water with mops or a wet vacuum; (6) moving wet items to a dry, well-ventilated area; (7) regularly cleaning and disinfecting indoor and outdoor surfaces that may contain mold; (8) having major appliances, such as furnaces, heat pumps, central air conditioners, ventilation systems and furnace-attached humidifiers inspected, cleaned and serviced regularly by a qualified professional; (9) cleaning the refrigerator, air conditioner and dehumidifier drip pans and filters regularly and ensuring that refrigerator and freezer doors seal properly; and (10) avoiding over-watering of landscaping.

It is the Owner's responsibility to monitor the Residence on a continual basis for excessive moisture, water and mold accumulation. For additional information regarding mold, please refer to the following websites: California Department of Public Health - <http://www.cdph.ca.gov>; Centers for Disease Control and Prevention - <http://www.cdc.gov/nceh>; U.S. Environmental Protection Agency - <http://www.epa.gov>; Illinois Department of Public Health - <http://www.idph.state.il.us>; and Washington State Department of Health - <http://www.doh.wa.gov>.

3.13. RECLAIMED WATER. In its efforts to conserve water, the County may require the use of reclaimed water to irrigate parks, school yards, golf courses, greenbelt areas and other large landscaped areas. Reclaimed water is partially treated waste water. It is not treated to be suitable for consumption by humans or domestic animals.

Declarant may install, in parts of the Association Property, irrigation equipment that is designated for reclaimed water service. Such equipment is purple in color for ready identification. The County may extend reclaimed water service to the Community. There is no fixed date for the commencement of reclaimed water service, but all Persons in the Community should always assume that water originating from purple irrigation equipment is reclaimed, and therefore never suitable for human or domestic animal consumption. There is no way to reliably tell the difference between potable water and reclaimed water without a chemical test. The water delivered to the Unit will at all times be domestic potable water.

As with any water overspray, the repeated spray of reclaimed water used in irrigation may stain or discolor personal property, fences, walls and other Improvements. Neither Declarant, nor the Association nor their officers, directors, employees or agents are liable for any property damage or personal injury caused by reclaimed water. Further information concerning potential use of reclaimed water is available at from the County.

3.14. WATERING RESTRICTIONS. Drought conditions may cause municipalities and other water service providers to enact voluntary or mandatory cut-backs, prohibitions, or other restrictions on water usage, including limits on watering hours and duration, outright prohibition of landscape watering, irrigation system design requirements, and restrictions on certain plant species. Water usage related restrictions may also prevent Owners from installing or using water to fill or run a swimming pool, spa, water fountain, or other water feature. These restrictions and drought conditions could also limit the availability of recycled or reclaimed water. Water usage related restrictions may be temporary or permanent and may cause landscaping at an Owner's Condominium and in the Community to dry out and die. Dead or dried out landscaping may need to be removed if it becomes a fire hazard.

3.15. SOIL CONDITIONS. For in-depth information regarding the geotechnical aspects of the Community, Owners should review the geotechnical reports entitled "Due Diligence Geotechnical Investigation and Infiltration Testing, Proposed Residential Development, Northeast Corner of Grant Street and Magnolia Avenue, City of Corona," dated April 1, 2016 and prepared by Planet Home Living ("*Soils Report*"). Copies of the Soils Report is available for viewing at the County. The basic conclusions and recommendations of the Soils Reports are summarized below, but the following summary is not exhaustive, and, in the event of a conflict herein with the Soils Reports, the Soils Reports will control.

3.15.1. Expansive Soil. The soil in the Community may be composed of materials that have "expansive" characteristics. Owners should perform soils testing, use special construction techniques and take precautions when constructing new Improvements or modifying existing Improvements because the soil expands when it is wet and can cause Improvements to lift and crack. Owners should consider the following information and recommendations before making or modifying any Improvements:

(a) **Concrete and Masonry Improvements.** Special attention is required in designing and constructing concrete and masonry Improvements such as masonry walls and planters, concrete slabs, patios, sidewalks, spas and decking. For example, steel reinforcing bars may be required in lieu of steel mesh in concrete patio slabs. Block walls may require extra horizontal and vertical steel reinforcing bars. Spas located at or near the top or bottom of a slope or on expansive soils may require special design and construction methodology.

(b) **Drainage and Irrigation.** Owners must use adequate drainage and irrigation control. The construction or modification of Improvements by Owners should not result in ponding of water. Owner-installed drainage devices, including, but not limited to, concrete ditches, area drain lines and gutter should be carefully designed and installed with professional assistance and then maintained in an unobstructed condition. Drainage devices installed by Declarant designed to serve more than one (1) Unit should not be altered in a manner

that will redirect or obstruct the drainage through these drainage devices. All Owner-installed landscape irrigation systems should be designed, constructed, and operated to prevent excessive saturation of soils. All Owner-installed landscaping (if any) must be designed to ensure that water drains away from the Residence footings and other Improvements. Obstructions such as walls should not be constructed across swales unless adequate replacement drainage Improvements have been installed or created. Planters should be lined with an impervious surface and should contain outlets to drain excess water. Owners shall maintain and keep clear of debris any drainage or facility or device constructed by Declarant.

3.15.2. **Slope Creep.** While horizontal and vertical movement of earth at or near tops or bottom of slopes (often described as "slope creep") is generally minor in nature and does not always occur, it may affect Improvements such as spas, patios, walls, slabs, planters, decking and the like. Slope creep can cause Improvements to tilt and crack and may cause cracking or lifting in brickwork or concrete in a manner that will allow these Improvements to function yet not meet the Owner's cosmetic expectations. Professional soils and structural engineers should be retained to design and construct such Improvements to mitigate the effects of slope creep and to ensure compliance with special rules for such Improvements that are required under the applicable Building Code or other applicable regulations. If possible, Improvements should not be constructed within ten (10) feet of the edge, top or bottom of a slope. Even with professional assistance, minor lifting and cracking can occur.

3.15.3. **Fill Soil.** Some of the Residences in the Community are constructed on fill soil in accordance with the recommendations and inspection of licensed civil and soils engineers. Buildings constructed on fill soil will demonstrate some post-placement settlement. The Soils Reports certifying the compaction of fill soil is available for review at the County.

3.15.4. **Corrosive Soil.** Soils in the Community may have a potential for soluble sulfate effects on normal concrete and chloride effects on reinforcing steel and a slight corrosion potential for metal pipes. Corrosive soil may corrode buried metal Improvements. Owners should advise their consultants that below-ground Improvements must be constructed of materials that are compatible with corrosive soils.

3.15.5. **Interior Gases and Other Contaminants.** The aging process of soil and natural soil elements, as well as the aging of man-made building materials, may create unwanted and undesired gases and other contaminants in Residences, both new and previously occupied. In addition, a lower rate of air exchange between outdoor and indoor environments has resulted from modern construction techniques, which comply with energy conservation requirements enacted by the State of California. A lower air exchange rate can result in the build-up of unwanted gases and other contaminants in varying degrees. As the quality of the air we breathe can affect our health, Owners should frequently air out their Residence by opening the windows.

3.16. NATURAL HAZARD ZONE DISCLOSURES.

3.16.1. **Earthquake Fault Zones.** California is subject to a wide range of earthquake activity. California has many known faults as well as yet undiscovered faults. According to the Natural Hazard Disclosure Statement, the Community is not located within an Earthquake Fault Zone as defined by California Public Resources Code Section 2621.9;

however, Owner must evaluate the potential for future seismic activity that might seriously damage an Owner's Condominium. A major earthquake, which some have predicted will occur in our lifetimes, could cause very serious damage to Units, located even many miles from the epicenter of the earthquake. A more moderate earthquake occurring on a more minor fault, or on an undiscovered fault, could also cause substantial damage.

Declarant makes no representations or warranties as to the degree of earthquake risk within the Community. All Owners should read "The Homeowner's Guide to Earthquake Safety," which is published by the California Seismic Safety Commission and is available from their offices or by free download from their website at <http://www.seismic.ca.gov/> and consult with the County, other public agencies, and appropriate experts to evaluate the potential risk.

3.17. GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES. Notice Regarding Gas And Hazardous Liquid Transmission Pipelines:

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping system (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Community, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

Declarant and the Association make no representations or warranties and provide no guarantee whatsoever concerning whether any information contained on the NPMS website is accurate or complete.

3.18. RADON. Radon is a colorless, odorless radioactive gas that is produced by the natural decay of uranium, which is found in nearly all soils. Because radon is a gas, it can seep from the ground into the air in a house through openings in the ground, and its presence increases the risk of lung cancer. The U.S. Environmental Protection Agency (the "EPA") and U.S. Geological Survey have produced a map that assigns one to three zone designations based on radon potential to each county. According to the EPA, each zone designation reflects the average short-term radon measurement that can be expected to be measured in a building without the implementation of radon control measures. This map is not meant to be used to determine whether a particular home should be tested for radon, but is used to assist various government agencies and organizations in focusing their radon program resources. Declarant and the Association make no representations, warranties or guarantees as to the degree of radon risk within the Community. Potential buyers and residents are advised to consult with the County or other public agencies and appropriate experts to evaluate the potential risk. Additional information may be found at <http://www.stat.columbia.edu/~radon>.

3.19. AIR QUALITY. Southern California is subject to Stage I smog alerts. Owners should take advantage of the Air Quality Management District's ("A.Q.M.D.") forecasts to plan

outdoor activities to avoid peak pollution by checking your television, radio or daily newspapers to find out if unhealthy air quality is expected. For more information, Owners can also call A.Q.M.D. at 1-800-CUT-SMOG (1-800-288-7664) or check their website at www.aqmd.gov. By acceptance of a deed to a Unit, Owners, (for and on such Owners' behalf, and the members of such Owner's family, tenants, lessees, guests and invitees) expressly acknowledge and accept the existing and possible future impacts of smog on Owners and such Owners' family and forever waive any and all causes of actions against the Declarant and their respective directors, officers, employees, agents, representatives and consultants for any damages or injuries which may arise from or relate to any such conditions or risks.

3.20. **WIND.** All of Southern California is subject to periods of high winds. Wind speeds in the Community may exceed that experienced in other areas of the surrounding region. Owners must ensure that any Improvements an Owner installs on a Condominium are constructed or designed to withstand winds. Owners are advised to consult with experienced architects and engineers in the design and specification of any Improvements that an Owner plans to add.

3.21. **SURROUNDING USES.** This disclosure is intended to provide Owners with information on surrounding uses as of the date of Recordation. Uses and Improvements in the immediate vicinity of the Community include the items listed below:

North of the Community: Sampson Avenue; Commercial; Vacant Land.

South of the Community: Existing and Planned Single-Family Residential Development; Commercial; Magnolia Avenue.

East of the Community: Existing and Planned Single-Family Residential Development; Corona Palms Mobile Home Park.

West of the Community: Existing and Planned Single-Family Residential; Commercial; Grant Street; Home Gardens County Water District.

Existing and proposed uses in surrounding areas may change without notice. Neither Declarant nor the Association have any control over uses outside the Community. Owners are advised to contact applicable local governmental agencies for updated information concerning the development plan for the surrounding community.

3.22. **RESIDENTIAL DEVELOPMENTS.** There are existing single-family and multi-family residential developments located in the vicinity of the Community. Owners will experience increased automobile and pedestrian traffic resulting from the proximity of these residential developments to the Community. Declarant has no control over the proximity, height and design of such nearby buildings and makes no representation on the future impacts that these residential developments will have on residents of the Community.

3.23. **MIXED USE AREA.** The Community is located in a mixed use area, which means that surrounding the Community are commercial and retail establishments as well as residential developments. As a result, Owners may experience, noise, bright lights, odors, air pollution, traffic congestion, trash and other adverse impacts relating to the operation and

maintenance of businesses and residences in the area. Declarant has no control over the current or future tenancies or vacancies of the commercial, retail and residential locations surrounding the Community and does not control the land use or zoning of the adjacent properties and makes no representations about future land uses on adjacent or nearby properties.

3.24. MAJOR HIGHWAYS AND THOROUGHFARES. Major highways and thoroughfares are located within the vicinity of the Community, which include, among others, Magnolia Avenue, Sampson Avenue, and Grant Street. Neither Declarant nor the Association has any control over the use, maintenance or care of any highways and thoroughfares located within the vicinity of the Community. Owners may experience noise, dust and traffic within and in the vicinity of the Community based on the public's use of some of the above-referenced highways and thoroughfares.

3.25. MEGAN'S LAW NOTICE. The following notice is given pursuant to Section 2079.10a of the California Civil Code:

"Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides."

Declarant makes no representations, warranties or guarantees regarding the presence or absence of registered sex offenders within the Community or in the surrounding area. Declarant has no obligation or duty to investigate existing residents or buyers to determine whether they are sex offenders. Owners are solely responsible for making their own investigation.

3.26. CHANGE IN PLANS. Declarant has the right to develop the Annexable Area with Improvements that may be different in design, size, character, style and price from those in Phase I or any other Phase.

3.27. NO ENHANCED PROTECTION AGREEMENT. No language in this Declaration, any Declaration of Annexation or any Supplemental Declaration shall constitute, or be interpreted to constitute, an enhanced protection agreement, as defined in California Civil Code Section 901. Further, no express or implied representations or warranties made by Declarant in any other writing are intended to constitute, or to be interpreted to constitute, an enhanced protection agreement.

3.28. ADDITIONAL PROVISIONS. There may be provisions of various laws, including the Davis-Stirling Common Interest Development Act codified at Sections 4000, *et seq.* of the California Civil Code and the Federal Fair Housing Act codified at Title 42 United States Code, Section 3601, *et seq.*, which may supplement or override the Governing Documents. Declarant makes no representations or warranties regarding the future enforceability of any portion of the Governing Documents.

**ARTICLE 4
THE ASSOCIATION**

4.1. **GENERAL DUTIES AND POWERS.** The Association has the duties and powers enumerated and described in the Governing Documents, in addition to the general and implied powers of a nonprofit mutual benefit corporation, generally to do all things that a corporation organized under California law may lawfully do which are necessary or proper in operating for the general welfare of the Owners, subject only to the limits on the exercise of such powers listed in the Governing Documents. Unless otherwise indicated in the Articles of Incorporation, Bylaws, this Declaration, or a Supplemental Declaration, the powers of the Association may be exercised by the Board.

4.2. **SPECIFIC DUTIES AND POWERS.** In addition to its general powers and duties, the Association has the following specific powers and duties.

4.2.1. **Association Property.** The power and duty to accept, maintain and manage the Association Property in accordance with the Governing Documents. The Association may install or remove capital Improvements on the Association Property. The Association may reconstruct, replace or refinish any Improvement on the Association Property.

4.2.2. **Utilities.** The power and duty to obtain, for the benefit of the Community, all water, gas and electric services necessary for the Association Property. The power and duty to obtain for the benefit of the Community all commonly metered residential utilities.

4.2.3. **Granting Rights.** The power to grant exclusive or nonexclusive easements, licenses, rights of way or fee interests in the Association Property owned in fee simple by the Association, to the extent any such grant is reasonably required (a) for Improvements to serve the Community, (b) for purposes of conformity with the as-built location of Improvements installed or authorized by Declarant or the Association, (c) in connection with any lawful lot line adjustment, or (d) for other purposes consistent with the intended use of the Community. This power includes the right to create and convey easements for one or more Owners over portions of the Association Property. The Association may de-annex any portion of the Community from the encumbrance of the Declaration in connection with any lawful lot line adjustment.

After the Association acquires fee title to or any easement right over Association Property, the affirmative vote of members owning at least sixty-seven percent (67%) of the Condominiums in the Community shall be required before the Board may grant exclusive use of any portion of that Association Property to any member, except as provided in California Civil Code Sections 4202(a)(4) and 4600. Any measure placed before the members requesting that the Board grant exclusive use of any portion of the Association Property shall specify whether the Association will receive any monetary consideration for the grant and whether the Association or the transferee will be responsible for providing any insurance coverage for exclusive use of the Association Property.

4.2.4. **Employ Personnel.** The power to employ Persons necessary for the effective operation and maintenance of the Association Property, including legal, management and accounting services.

4.2.5. **Insurance.** The power and duty to keep insurance for the Association Property in accordance with this Declaration.

4.2.6. **Sewer and Storm Drains and Water Quality Improvements.** The power and duty to maintain any private sewer systems, storm drains, and water quality improvements, pursuant to the BMPs and private drainage facilities located in the Association Property in accordance with the Governing Documents.

4.2.7. **Maintenance Guidelines.** The power and duty to (a) operate, maintain and inspect the Association Property and its various components in conformity with any Maintenance Guidelines and any maintenance manual, and (b) review any maintenance manual for necessary or appropriate revisions no less than annually after the Board has prepared the Budget.

4.2.8. **Rules and Regulations.** The power, but not the duty, to adopt, amend, repeal and create exceptions to, the Rules and Regulations.

(a) **Standards for Enforceability.** To be valid and enforceable, a Rule must satisfy all the following requirements:

(i) The Rule must be in writing;

(ii) The Rule is within the authority of the Board conferred by law or by this Declaration, the Articles of Incorporation or the Bylaws;

(iii) The Rule is not inconsistent with governing law, this Declaration, the Articles of Incorporation or the Bylaws;

(iv) The Rule is adopted, amended or repealed in good faith and in substantial compliance with the requirements of Article 4 of Title 6 of Part 4 of Division 2 of the California Civil Code;

(v) The Rule is reasonable; and

(vi) The Rule complies with the requirements of California Civil Code Section 4350.

(b) **Areas of Regulation.** The Rules and Regulations may concern use of the Community, signs, parking restrictions, minimum standards of property maintenance, and any other matter under the Association's jurisdiction.

(c) **Limits on Regulation.** The Rules and Regulations must apply uniformly to all Owners and must comply with this Declaration and all applicable state and local laws. The rights of Owners to display in or on their Units religious, holiday and political signs,

symbols and decorations of the kinds normally displayed in residential condominium neighborhoods shall not be abridged. However, the Association may adopt time, place and manner restrictions for such displays if they are visible outside the Unit. No modification to the Rules and Regulations may require an Owner to dispose of personal property that was in compliance with all rules previously in force; however, this exemption shall apply only during the period of such Owner's ownership of the Condominium and it shall not apply to: (1) subsequent Owners who take title to a Condominium after the modification is adopted; or (2) clarifications to the Rules and Regulations.

(d) ***Procedure for Adoption, Amendment and Repeal.*** Rules or procedures concerning (1) the use of Association Property, (2) the use of a Condominium, including any aesthetic standards or Design Guidelines that affect Condominiums, (3) member discipline, including any schedule of monetary penalties for violation of the Governing Documents, (4) any procedure for the imposition of penalties, (5) any standards for delinquent assessment payment plans, (6) any procedures adopted by the Association for resolution of assessment disputes, (7) any procedures for reviewing and approving or disapproving a proposed physical change to a Condominium or to the Association Property, and (8) procedures for elections (each, a "***Covered Rule***") may only be adopted, amended or repealed (each, a "***Rule Change***") in accordance with the following procedure:

(i) The Board must provide written notice ("***Notice***") of a proposed Rule Change to the members at least thirty (30) days before making the Rule Change, except for an Emergency Rule Change (defined below). The Notice must include the text of the proposed Rule Change and a description of the purpose and effect of the proposed Rule Change;

(ii) The decision on a proposed Rule Change shall be made at a Board meeting after consideration of comments made by the members of the Association;

(iii) The Board shall deliver Notice of the Rule Change to every member of the Association within fifteen (15) days of adoption. If the change was an Emergency Rule Change, the Notice shall include the text of the Emergency Rule Change, and the date on which the Emergency Rule Change expires;

(iv) If the Board determines that an immediate Rule Change is required to address an imminent threat to public health or safety, or an imminent risk of substantial economic loss to the Association, it may make the change on an emergency basis ("***Emergency Rule Change***") and no Notice will be required. An Emergency Rule Change is effective for one hundred-twenty (120) days, unless the Emergency Rule Change provides for a shorter effective period. Any Rule Change that is adopted as an Emergency Rule Change may not be re-adopted under authority of this subpart;

(v) A Notice required by this Section 4.2.8(d) is subject to California Civil Code Section 4360;

(vi) A Rule Change made pursuant to this Section 4.2.8(d) may be reversed as provided in California Civil Code Section 4365.

does not apply to:

(e) **Exceptions to Procedure.** The procedure in Section 4.2.8(d) above;

(i) Rules that do not meet the definition of Covered Rules Association Property;

(ii) decisions of the Board regarding maintenance of Association Property;

(iii) a decision on a specific matter that is not intended to apply generally;

(iv) a decision setting the amount of an Annual Assessment or a Special Assessment;

(v) a Rule Change that is required by law if the Board has no discretion as to the substantive effect of the changes; or

(vi) issuance of a document that merely repeats existing law or the Governing Documents.

(f) **Use of Facilities.** The Rules and Regulations may (i) specify a maximum number of guests which an Owner, tenant or other Person may admit to the Recreational Facilities at one time, (ii) establish rules for allowing Owners, tenants or other Persons to use Association Property facilities for private functions, or (iii) establish admission fees, deposit requirements and other fees for the use of any facilities on the Association Property.

4.2.9. **Borrowings.** The power, but not the duty, to borrow money for purposes authorized by the Articles of Incorporation, Bylaws, Declaration, any Supplemental Declarations or any Declaration of Annexation, and to use the Association Property as security for the borrowing.

4.2.10. **Contracts.** The power, but not the duty, to enter into contracts. This includes contracts with Owners or other Persons to provide services or to maintain Improvements in the Community and elsewhere which the Association is not otherwise required to provide or maintain by this Declaration.

4.2.11. **Telecommunications Contract.** Notwithstanding anything in the Governing Documents to the contrary, the Board shall have the power to enter into, accept an assignment of, or otherwise cause the Association to comply with the terms and provisions of an exclusive telecommunications services contract ("**Telecommunications Contract**") with a telecommunications service provider ("**Service Provider**"), pursuant to which the Service Provider shall serve as the provider of Telecommunications Services to each Condominium in the Community. The Board shall only enter into, accept an assignment of, or otherwise cause the Association to comply with the terms of the Telecommunications Contract if the Board determines that the Telecommunications Contract is in the best interests of the Association. Although not exhaustive, the Board shall consider the following factors in making such a determination in the exercise of its business judgment:

(a) **Initial Term and Extensions.** The initial term of the Telecommunications Contract should not exceed five (5) years, and, if the Telecommunications Contract provides for automatic extensions, the length of each such extension should also not exceed five (5) years.

(b) **Termination.** The Telecommunications Contract should provide that: (1) at least six (6) months before the end of either the initial or any extended term of the Telecommunications Contract, the entire Membership of the Association may, with the vote or written approval of more than fifty percent (50%) of all Members other than Declarant, prevent any automatic extension that the Telecommunications Contract may provide for (with or without cause), and thereby cause the Telecommunications Contract to expire, and (2) at any time with reasonable notice periods, the Board may terminate the Telecommunications Contract if, in the sole discretion of the Board, the Service Provider fails to provide quality, state-of-the-art Telecommunications Services.

(c) **Fees.** Whether the monthly fee charged to the Association by the Service Provider for the provision of the Telecommunications Services to all of the Condominiums represents a discount from the comparable retail fees charged by the Service Provider in the general geographic area in which the Community is located, and, if so, the amount of such discount.

(d) **Installation of Telecommunications Facilities.** Whether the Service Provider is solely responsible for the installation, and the cost thereof, of all of the Telecommunications Facilities necessary to provide Telecommunications Services to each Condominium.

(e) **Removal of Telecommunications Facilities.** Whether the Service Provider has the right to remove the Telecommunications Facilities upon expiration or termination of the Telecommunications Contract.

4.2.12. **Indemnification.**

(a) **For Association Representatives.** To the fullest extent authorized by law, the Association has the power and duty to indemnify Board members, Association officers, Design Review Committee members, and all other Association committee members for all damages, pay all expenses incurred, and satisfy any judgment or fine levied as a result of any action or threatened action brought because of performance of an act or omission within what such Person reasonably believed to be the scope of the Person's Association duties ("**Official Act**"). Board members, Association officers, Design Review Committee members, and all other Association committee members are deemed to be agents of the Association when they are performing Official Acts for purposes of obtaining indemnification from the Association pursuant to this Section. The entitlement to indemnification under this Declaration inures to the benefit of the estate, executor, administrator and heirs of any person entitled to such indemnification.

(b) **For Other Agents of the Association.** To the fullest extent authorized by law, the Association has the power, but not the duty, to indemnify any other

Person acting as an agent of the Association for damages incurred, pay expenses incurred, and satisfy any judgment or fine levied as a result of any action or threatened action because of an Official Act.

(c) **Provided by Contract.** The Association also has the power, but not the duty, to contract with any Person to provide indemnification in addition to any indemnification authorized by law on such terms and subject to such conditions as the Association may impose.

4.2.13. **Annexing Additional Property.** The power, but not the duty, to annex, pursuant to Section 16.2, additional property to the property encumbered by this Declaration.

4.2.14. **Vehicle and Parking Restrictions.** The power granted in Section 2.11 to identify Authorized Vehicles or Restricted Vehicles and to modify the vehicle and parking restrictions in the Governing Documents.

4.2.15. **License and Use Agreements.** The Association may enter into agreements with Declarant or any homeowners association having jurisdiction over the Annexable Area to share facilities located on the Association Property ("**Facility**") with the Owners of Units in the Annexable Area. Any such agreement shall be in form and content acceptable to Declarant, the Board of Directors (without the approval of Owners) and Declarant or the board of directors of any adjacent homeowners association and shall include provisions regarding use and sharing of maintenance costs for the Facility.

4.2.16. **Landscaping.** The Board has the power, but not the duty, to grant Owners revocable licenses that allow Owners to replace and/or add landscaping Improvements to any portion of the Association Property, subject to the prior written approval of the Board, any reasonable restrictions or conditions the Board may impose, and the right of the Board to revoke such license, remove the Improvements and charge the Owner for the cost of such removal.

4.2.17. **Prohibited Functions.**

(a) **Property Manager.** The Association shall not hire any employees, furnish offices or other facilities, or use any Association Property for an "on-site" manager. The Manager shall at all times be a professional manager employed as an independent contractor or agent working at its own place of business.

(b) **Off-site Nuisances.** The Association shall not use any Association funds or resources to abate any annoyance or nuisance emanating from outside the physical boundaries of the Community.

(c) **Political Activities.** The Association shall not conduct, sponsor, participate in or expend funds or resources toward any activity, campaign or event, including any social or political campaign, event or activity which does not directly and exclusively pertain to the authorized activities of the Association. Furthermore, the Association shall not participate in federal, state or local activities or activities intended to influence a governmental action affecting areas outside the Community (for example, endorsement or support of legislative or

administrative actions by a local governmental authority), nor shall it support or campaign for or against candidates for elected or appointed office or ballot proposals. There shall be no amendment of this Section so long as Declarant owns any portion of the Community.

4.2.18. **Standing to Resolve Disputes.** The Association shall have standing to institute, defend, settle or intervene in litigation, alternative dispute resolution or administrative proceedings (each, an "**Action**") in its own name as the real party in interest and without joining the Owners, in matters pertaining to (a) damage to the Association Property, (b) damage to portions of the Condominiums which the Association is obligated to maintain or repair, and (c) damage to portions of the Condominiums which arises out of, or is integrally related to, damage to the Association Property or portions of the Condominiums that the Association is obligated to maintain or repair (each, a "**Claim**"). However, the Association shall not have standing to institute, defend, settle or intervene in any Action in any matter pertaining only to an individual Condominium and not included in clauses (b) and (c) above.

The Association may, in its sole discretion, elect to institute, intervene in, continue, settle or dismiss an Action at any time. If the Association institutes or intervenes in an Action on a Claim, the Association's standing shall be exclusive, and the Owners shall thereafter be barred from instituting a new Action or maintaining a pending Action on the same Claim. The Association's election to institute or intervene in an Action on a particular Claim shall not create any affirmative obligation on the part of the Association to maintain, settle or dismiss the Action, except in the Association's sole discretion, and subject to Section 12.4. If the Association elects to settle an Action, the terms of the settlement shall be binding on the Owners, and the Owners shall be barred from instituting or continuing any other Action on the same Claim. If the Association elects to dismiss an Action, the dismissal shall be with prejudice to the institution or continuation by one or more Owners of any Action on the same Claim.

4.3. **STANDARD OF CARE, NON-LIABILITY.**

4.3.1. **Scope of Powers and Standard of Care.**

(a) **General Scope of Powers.** Rights and powers conferred on the Board, the Design Review Committee or other committees or representatives of the Association by the Governing Documents are not duties, obligations or disabilities charged upon those Persons unless the rights and powers are explicitly identified as including duties or obligations in the Governing Documents or law. Unless a duty to act is imposed on the Board, the Design Review Committee or other committees or representatives of the Association by the Governing Documents or law, the Board, the Design Review Committee and the committees have the right to decide to act or not act. Any decision not to act is not a waiver of the right to act in the future.

(b) **Business Affairs.** This Section 4.3.1(b) applies to Board member actions in connection with management, personnel, maintenance and operations, insurance, contracts and finances, and Design Review Committee member actions. Each Board member shall perform the duties of a Board member in good faith, in a manner the Board member believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar

circumstances. When performing Board duties, a Board member is entitled to rely on information, opinions, reports or statements, including financial data prepared or presented by:

(i) One (1) or more officers or employees of the Association whom the Board member believes to be reliable and competent in the matters presented;

(ii) Counsel, independent accountants or other Persons as to matters which the Board member believes to be within such Person's professional or expert competence; or

(iii) A committee of the Board upon which the Board member does not serve, as to matters under its designated authority, which committee the Board member believes to merit confidence, so long as, in any such case, the Board member acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

This Section 4.3.1(b) is intended to be a restatement of the business judgment rule established in applicable law as it applies to the Association. All modifications and interpretations of the business judgment rule applicable to the Association shall be interpreted to modify and interpret this Section 4.3.1(b).

(c) **Association Governance.** This Section 4.3.1 applies to Board actions and Design Review Committee decisions in connection with interpretation and enforcement of the Governing Documents, architectural and landscaping control, regulation of uses within the Community, rulemaking and oversight of committees. Actions taken or decisions made in connection with these matters shall be reasonable, fair and nondiscriminatory.

4.3.2. **Non-liability.**

(a) **General Rule.** No Person is liable to any other Person (other than the Association or a 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 the Person's willful or malicious misconduct. No Person is 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. The Association is not liable for damage to property in the Community unless caused by the negligence of the Association, the Board, the Association's officers, the Manager or the Manager's staff.

(b) **Non-liability of Volunteer Board Members and Officers.** A volunteer Board member or volunteer Association officer shall not be personally liable to any Person who suffers injury, including bodily injury, emotional distress, wrongful death or property damage or loss as a result of the tortious act or omission of the volunteer officer or Board member if all applicable conditions specified in California Civil Code Section 5800 are met.

(c) **Non-liability of Owners.** Pursuant to California Civil Code Section 5805, no Owner shall be liable for any cause of action in tort which can be brought against the Owner solely because of the Owner's undivided interest in the Condominium Common Area so long as the Association keeps one (1) or more policies of insurance which include coverage for general liability of the Association in the amount required by California Civil Code Section 5805 and that insurance is in effect for the cause of action being brought.

4.4. MEMBERSHIP.

4.4.1. **Generally.** Every Owner shall automatically acquire a Membership in the Association and retain the Membership until such Owner's Condominium ownership ceases, at which time such Owner's Membership shall automatically cease. Ownership of a Condominium is the sole qualification for Membership. Memberships are not assignable except to the Person to whom title to the Condominium is transferred, and every Membership is appurtenant to and may not be separated from the fee ownership of the Condominium. The rights, duties, privileges and obligations of all Owners are as provided in the Governing Documents.

4.4.2. **Transfer.** The Membership of any Owner may not be transferred, pledged or alienated in any way, except on the transfer or encumbrance of such Owner's Condominium, and then only to the transferee or Mortgagee of the Owner's Condominium. A prohibited transfer is void and will not be reflected in the records of the Association. Any Owner who has sold the Owner's Condominium to a contract purchaser under an agreement to purchase may delegate the Owner's Membership rights to the contract purchaser. The delegation must be in writing and must be delivered to the Association before the contract purchaser may vote. The contract seller shall remain liable for all Assessments attributable to the contract seller's Condominium which accrue before title to the Condominium is transferred. If the contract seller fails or refuses to delegate the Membership rights to the contract purchaser before the Close of Escrow, the Association may record the transfer to the contract purchaser in the Association's records. However, no contract purchaser will be entitled to vote at Association meetings during the term of a purchase contract without satisfactory evidence of the delegation of the contract seller's Membership rights to the contract purchaser. The Association may levy a reasonable transfer fee against a new Owner and such Owner's Condominium (which fee shall be paid through escrow or added to the Annual Assessment chargeable to such new Owner) to reimburse the Association for the administrative cost of transferring the Membership to the new Owner on the Association's records. Such fee may not exceed the Association's actual cost involved in changing its records.

4.4.3. **Classes of Membership.** The Association classes of voting Membership are as follows:

(a) **Class A.** Class A members are all Owners except Declarant for so long as a Class B Membership exists. Class A members are entitled to one (1) vote for each Condominium owned by such Class A members which is subject to Assessment. Declarant shall become a Class A member on conversion of Declarant's Class B Membership as provided below. The vote for each Condominium shall be exercised in accordance with Section 4.5, but no more than one (1) Class A vote may be cast for any Condominium.

(b) **Class B.** The Class B member is Declarant. The Class B member is entitled to three (3) votes for each Condominium owned by Declarant which is subject to Assessment. The Class B Membership shall convert to Class A Membership on the earlier to occur of the following events:

(i) The second (2nd) anniversary of the first Close of Escrow in the most recent Phase; or

(ii) The fourth (4th) anniversary of the first Close of Escrow in Phase 1; or

(iii) The date that is 120 days after the Close of Escrow in which Declarant has conveyed 75% of the total number of Condominiums approved for the Community to purchasers in transactions requiring a Public Report.

4.5. **VOTING RIGHTS.** Voting rights attributable to the Units in a Phase shall be exercised only after Annual Assessments have commenced in the Phase.

4.5.1. **Limits Generally.** All voting rights are subject to the Governing Documents. Except as provided in Sections 4.5.2 and 12.3 of this Declaration and as provided in the Bylaws, as long as there is a Class B Membership, any provision of the Governing Documents which expressly requires the vote or written consent of a specified percentage (instead of a majority of a quorum) of the Association's voting power before action may be undertaken shall require the approval of such specified percentage of the voting power of both the Class A and the Class B Memberships. Except as provided in Section 12.3 of this Declaration and as provided in the Bylaws, on termination of the Class B Membership, any provision of the Governing Documents which expressly requires the vote or written consent of Owners representing a specified percentage (instead of a majority of a quorum) of the Association's voting power before action may be undertaken shall then require the vote or written consent of Owners representing such specified percentage of both (a) the Association's total Class A voting power, and (b) the Association's Class A voting power represented by Owners other than Declarant.

4.5.2. **Vote to Initiate Right to Repair Law Claim.** Beginning on the date of the first annual meeting of Owners, Declarant relinquishes control over the Association's ability to decide whether to initiate a Right to Repair Law 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 Owners to initiate a Right to Repair Law Claim. The Association must obtain the vote or written consent of a simple majority of the Association's voting power, excluding votes attributable to Declarant, in order to initiate a Right to Repair Law Claim.

4.5.3. **Joint Ownership.** When more than one (1) Person holds an interest in any Condominium ("*co-owners*"), each co-owner may attend any Association meeting, but only one (1) co-owner shall be entitled to exercise the single vote to which the Condominium is

entitled. Co-owners owning the majority interests in a Condominium may designate in writing one (1) of their number to vote. Fractional votes shall not be allowed and the vote for each Condominium shall be exercised, if at all, as a unit. Where no voting co-owner is designated or if the designation is revoked, the vote for the Condominium shall be exercised as the co-owners owning the majority interests in the Condominium agree. Unless the Association receives a written objection in advance from a co-owner, it shall be conclusively presumed that the voting co-owner is acting with the co-owners' consent. No vote may be cast for any Condominium if the co-owners present in person or by proxy owning the majority interests in such Condominium fail to agree to the vote or other action. The nonvoting co-owner or co-owners are jointly and severally responsible for all obligations imposed on the jointly-owned Condominium and are entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the Governing Documents are binding on all Owners and their successors in interest.

4.6. **UNSEGREGATED REAL PROPERTY TAXES.** To the extent not assessed to or paid by the Owners, the Association shall pay all real and personal property taxes and assessments levied on the Community. If all Condominiums in a Phase are taxed under a tax bill covering all of such Phase, then each Owner shall pay the Owner's share of any installment due under the tax bill to the Association at least ten (10) days before the delinquency date. The Association shall transmit the taxes to the appropriate tax collection agency on or before the delinquency date. The Association shall allocate taxes equally among the Owners and their Condominiums in such Phase, based on the total number of Condominiums in such Phase. The Association shall, at least forty five (45) days before the delinquency date of any tax installment, deliver to each Owner in such Phase a copy of the tax bill, along with a written notice setting forth the Owner's obligation to pay the Owner's share of the tax installment and the potential additional charges to the Owner for failure to comply. The Association shall pay the taxes on behalf of any Owner who does not pay the Owner's share. The Association shall add to the Annual Assessment of a delinquent Owner the amount of any sum advanced, plus interest at the rate of ten percent (10%) per annum and any amount necessary to reimburse the Association for any penalty or late charge actually assessed in connection with the tax bill for a Phase, which late charge results from the failure of the delinquent Owner to make timely payment of the Owner's share of the taxes. Until the conversion of the Class B membership to Class A, this Section may not be amended without the written consent of Declarant.

ARTICLE 5 DESIGN REVIEW COMMITTEE

5.1. **MEMBERS OF COMMITTEE.** The Design Review Committee shall be composed of three (3) members. The initial members of the Design Review Committee shall be representatives of Declarant until one (1) year after the original issuance of the Public Report for Phase 1 ("*First Anniversary*"). After the First Anniversary, the Board may appoint and remove one (1) member of the Design Review Committee, and Declarant may, but is not obligated to, appoint and remove a majority of the members of the Design Review Committee and fill any vacancy of such majority, until the earlier to occur of (a) Close of Escrow for the sale of ninety percent (90%) of all the Condominiums in the Community and the Annexable Area, or (b) the fifth (5th) anniversary of the original issuance of the Public Report for Phase 1, after which the Board may appoint and remove all members of the Design Review Committee. Design Review

Committee members appointed by the Board must be Owners, but Design Review Committee members appointed by Declarant need not be Owners. Members of the Board of Directors may serve as Design Review Committee members.

5.2. POWERS AND DUTIES.

5.2.1. **General Powers and Duties.** The Design Review Committee shall consider and act upon all plans and specifications submitted for its approval, including inspection of work in progress to assure conformity with plans approved by the Design Review Committee, and shall perform such other duties as the Board assigns to it.

5.2.2. **Issuance of Standards.** The Design Review Committee shall annually issue and update its Design Guidelines and provide notice of any requirements for Committee approval of proposed Improvements. The notice shall describe the types of proposed Improvements that require Committee approval, and it shall include a copy of the procedure used to review and approve or disapprove such proposed Improvements. The Design Guidelines or Rules and Regulations may set the amount of a fee required to accompany each application for approval, and may identify additional factors which the Design Review Committee will consider in reviewing submissions. The Design Review Committee may provide that fees it imposes be uniform, or that fees be determined in any other reasonable manner. The Design Review Committee may require such detail in plans and specifications submitted for its review as it deems proper, including landscape plans, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors.

5.2.3. **Retaining Consultants.** The Design Review Committee has the power, but not the duty, to retain licensed architects, contractors and other professionals to advise its members in connection with decisions.

5.3. REVIEW OF PLANS AND SPECIFICATIONS.

5.3.1. **Improvements Requiring Approval.** No construction, reconstruction, installation, removal or alteration of any outdoor Improvement on a Unit, including landscaping, grading, excavation, filling or other alteration to the grade or level of the land, may be commenced by any Owner without prior Design Review Committee approval. However, a Residence may be repainted or refinished without prior Design Review Committee approval so long as the Residence is repainted or refinished with materials that are identical to the materials originally used by Declarant or last applied to the Improvement with Committee approval (as applicable). The provisions of this Article apply to construction, installation and alteration of solar energy systems, as defined in California Civil Code Section 801.5, subject to the provisions of California Civil Code Sections 714 and 714.1, the applicable Building Code, zoning regulations, and other laws.

5.3.2. **Application Procedure.** Owners who seek Committee approval shall submit plans and specifications showing the dimensions, exterior elevation, color, materials used and location of the proposed Improvements, along with an initial review fee in an amount set in writing from time to time by the Committee, along with all other deposits and review materials required under this Article (collectively, an "*Application*"). Until changed by the Board, the

address for the submission of the Application is the Association's principal office. The form of Application used by the Design Review Committee may include spaces allowing "Adjacent Owners" to sign or initial the Application confirming that they have been notified of the application. The Design Review Committee may establish a definition of "Adjacent Owners" in its Design Guidelines. Applications will be complete and may be approved or disapproved by the Design Review Committee even if all of the Adjacent Owners do not initial the Applications so long as the Owner submitting plans and specifications (the "*Applicant*") certifies that the Applicant has asked the Adjacent Owners to sign the Applications. The requirement that the Applicant attempt to obtain the signatures of Adjacent Owners is intended only to provide notice of the pending application to the Adjacent Owners. It does not create in the Adjacent Owners any power to approve or disapprove the Application by signing or withholding a signature. Only the Committee may approve or disapprove an Application.

The Design Review Committee shall deliver its written approval, disapproval, or request for additional information or materials to the Applicant at the address listed in the Application no later than the date that is forty-five (45) calendar days after the date on which the Design Review Committee has received the complete Application (the "*Review Deadline*"). If, on the Review Deadline, the Committee has failed to deliver to the Applicant its written approval, disapproval, or request for additional information or materials, then the Application shall be deemed approved, and the Manager or a representative of the Board or Committee shall at the request of the Applicant execute a written approval therefor within fifteen (15) days after receipt of such request.

5.3.3. **Standard for Approval.** A decision on a proposed Improvement shall be consistent with California law, made in good faith and may not be unreasonable, arbitrary or capricious. If disapproved, the written decision shall include both an explanation of why the proposed Improvement is disapproved and a description of the procedure for reconsideration by the Board. The Design Review Committee shall approve an Application only if it determines that (a) installation, construction or alterations of the Improvements in the locations proposed will not be detrimental to the appearance of the Community as a whole, (b) the appearance of the proposed Improvements will be in harmony with the existing Improvements and the overall design theme in the Community, (c) installation, construction or alteration of the proposed Improvements will not detract from the beauty, wholesomeness and attractiveness of the Community or the enjoyment of the Community by the Owners, (d) maintenance of the proposed Improvements will not become a burden on the Association, and (e) the proposed Improvements are consistent with the Governing Documents. The Committee's decision on a proposed change may not violate any governing provision of law, including the Fair Employment and Housing Act, or a building code or other applicable law governing land use or public safety. The Committee may consider the impact of views from other Condominiums, reasonable privacy right claims, passage of light and air, beneficial shading and other aesthetic factors in reviewing, approving or disapproving any Application. However, neither the Declarant nor the Association warrants that any views in the Community are protected. No Condominium is guaranteed the existence or unobstructed continuation of any particular view.

5.3.4. **Conditions of Approval.** The Design Review Committee may condition its approval of an Application for any Improvement on any one (1) or more of the following:

(a) The Applicant's delivery to the Association of security acceptable to the Association against any mechanic's lien or other encumbrance which may be Recorded against the Association Property or another Owner's Condominium as a result of such work;

(b) The Applicant's delivery to the Association of the review fee described in Section 5.3.2 above;

(c) Such changes to the Application as the Design Review Committee considers appropriate;

(d) The Applicant's agreement to grant to the Association or other Owners such easements as are made reasonably necessary by the existence of the Improvement;

(e) The Applicant's agreement to install water, gas, electrical or other utility meters to measure any increased utility consumption;

(f) The Applicant's agreement to reimburse the Association for the cost of maintaining the Improvement (should the Association agree to accept maintenance responsibility for the Improvement as built);

(g) The Applicant's agreement to complete the proposed work within a stated period of time;

(h) If required by the Committee, the Applicant's deposit of adequate funds with the Association to repair or restore any Association Property that may be damaged by the Applicant or the Applicant's contractors. The Design Review Committee will determine the actual amount of the deposit in each case, but the amount shall be at least enough to cover the cost of repairing or restoring damage that is reasonably foreseeable to the Design Review Committee. The deposit shall be refundable to the extent the Design Review Committee finds that the work of Improvement is complete, and that the Association Property was not damaged or was restored at least to its condition when the work began;

(i) If required by the Committee, the submission of additional plans and specifications or other information before approving or disapproving the Application.

5.3.5. Governmental Approvals. The Applicant shall meet the requirements of all applicable ordinances, codes and regulations of the County, including zoning laws, building and safety codes, fire codes and applicable inspection and permit requirements before making any construction, installation or alterations permitted under this Declaration. All approvals issued by the Committee are in addition to, and not in lieu of, applicable governmental approvals, which the Applicant must also obtain at his sole cost, prior to or concurrently with Committee approvals, and before commencing any work. Furthermore, governmental approvals are in addition to, and not in lieu of, Committee approvals required under the Governing Documents. No determination by any governmental agency that the Applicant has met applicable governmental requirements for a particular Improvement shall relieve the Applicant of its obligation to obtain all required Committee approvals required under this Article and the Governing Documents.

5.3.6. **Matters Outside Scope of Approval.** The Design Review Committee's approval or disapproval of each Application shall be based solely on the aesthetic considerations listed in this Article. Approval of any Application does not constitute a finding or a warranty by the Design Review Committee that the work of Improvement described in the Application or any portion of the Application (a) incorporates good engineering practices, (b) complies with applicable law, ordinance, code, or regulation, including zoning laws, building and safety codes or fire codes, (c) complies with the requirements of any utility provider, or (d) is permissible under the terms of any easement, license, permit, Mortgage, deed of trust, or other recorded or unrecorded instrument (other than the Governing Documents) that affects the land. Nothing in this Declaration shall be construed to require Design Committee approval of any construction, reconstruction, installation, removal or alteration of an Improvement by Declarant or by the Association.

5.3.7. **Exculpation of Committee.** By submitting an Application, each Applicant is deemed to agree that neither the Design Review Committee, nor the members thereof, nor Declarant, nor their respective agents, employees, attorneys or consultants shall be liable to any Person for:

(a) Any matter outside the Committee's scope of approval as discussed in Section 5.3.6 above;

(b) Any defect in any Improvement constructed by or on behalf of the Applicant pursuant to an approved Application;

(c) Any loss, damage, or injury to Persons or property arising out of or in any way connected with work performed by or on behalf of the Applicant pursuant to an approved Application; or

(d) Any loss, damage, or injury to Persons or property arising out of or in any way connected with the performance of the Design Review Committee's duties hereunder, unless due to willful misconduct or gross negligence.

5.4. **MEETINGS AND ACTIONS OF THE DESIGN REVIEW COMMITTEE.** The Design Review Committee shall meet as necessary to perform its duties. The Design Review Committee may, by resolution unanimously adopted in writing, designate an Owner or a Declarant representative to serve as a Design Review Committee Representative to take any action or perform any duties for and on behalf of the Design Review Committee except the granting of variances. The Design Review Committee Representative need not be a current member of the Design Review Committee. In the absence of such designation, the vote or written consent of a majority of the Design Review Committee constitutes an act of the Design Review Committee. All approvals issued by the Design Review Committee must be in writing. Verbal approvals issued by the Design Review Committee, any individual Design Review Committee member or any other representative of the Association are not valid, are not binding on the Association and may not be relied on by any Person. If within six (6) months after issuance of the approval, an Owner either does not begin work pursuant to approved plans or obtain an extension of time to begin work, the approval shall be automatically revoked and a new approval must be obtained before work can begin.

5.5. **NO WAIVER OF FUTURE APPROVALS.** The Design Review Committee's approval of any proposals, plans and specifications or drawings for any work done or proposed in connection with any matter requiring the Design Review Committee's approval does not waive the right to withhold approval of any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval.

5.6. **COMPENSATION OF MEMBERS.** The Design Review Committee's members shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in performing their duties.

5.7. **INSPECTION OF WORK.** The Design Review Committee or its duly authorized representative may inspect any work for which approval of plans is required under this Article ("**Work**"). The right to inspect includes the right to require any Owner to take such action as may be necessary to remedy (including removal of) any noncompliance with the Design Review Committee-approved plans for the Work or with the requirements of this Declaration ("**Noncompliance**").

5.7.1. **Time Limit for Inspections.** When the Work is complete, the Applicant shall immediately provide the Committee with written notice of completion on the form prescribed by the Committee. The Design Review Committee's right to inspect the Work and notify the responsible Owner of any Noncompliance shall terminate on the date that is sixty (60) calendar days after the date on which the Committee has received written notice from the Applicant on a form provided by the Committee that the Work is complete. If the Design Review Committee fails to send a written notice of Noncompliance to an Applicant before this time limit expires, the Work shall be deemed to comply with the approved Application.

5.7.2. **Noncompliance.** If an Improvement that requires the prior approval of the Design Review Committee is (a) commenced or completed without prior written approval by the Committee, (b) is not completed within the time limit established by the Committee in its approval, or (c) is not completed in substantial conformity with the approved Application, or (d) if no time limit is established by the Committee, the Applicant fails to complete the Work within one (1) year after the date on which the Application was approved, then a Noncompliance is deemed to exist, and then the Committee has the right, but not the obligation, to deliver a written notice of Noncompliance to the violating Owner, and the Association may, but is not required to, pursue the remedies set forth in this Section.

5.7.3. **Remedy for Noncompliance.** The Committee shall notify the Board in writing when an Owner fails to remedy any Noncompliance within sixty (60) days after the date of the notice of Noncompliance. After Notice and Hearing, the Board shall determine whether there is 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 after 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 Association may record a Notice of Noncompliance (if allowed by law), correct the Noncompliance and charge the Owner for the Association's costs, or commence an action for damages or injunctive relief, as appropriate, to remedy the Noncompliance.

5.8. **VARIANCES.** The Design Review Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or the Design Guidelines including restrictions on height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Variances must be evidenced in writing, must be signed by a majority of the Committee, and become effective on Recordation. After Declarant's right to appoint a majority of the Design Review Committee's members ends, the Board must approve any variance recommended by the Design Review Committee before any such variance becomes effective. If variances are granted, no violation of this Declaration shall be deemed to have occurred concerning the matter for which the variances were granted. The granting of a variance does not waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision of this Declaration covered by the variance, nor does it affect the Owner's obligation to comply with all laws affecting the use of that Owner's Condominium. The Committee's written variance shall be Recorded against the Applicant's Condominium in the Official Records. The cost of Recording the variance shall be borne solely by the Applicant. No variance shall conflict with local ordinances or any specific plan for the Community without the prior written approval of the County.

5.9. **PRE-APPROVALS.** The Design Review Committee may authorize pre-approval of specified types of construction activities if, in the exercise of the Design Review Committee's judgment, a pre-approval is appropriate to carry out the purposes of the Governing Documents.

5.10. **APPEALS.** If a proposed Improvement is disapproved, the Applicant is entitled to reconsideration by the Board of Directors at an open meeting that satisfies the requirements of California Civil Code Section 4900, *et seq.* This paragraph does not require reconsideration of a decision that is made by the Board, or the Design Review Committee if the Committee has the same membership as the Board.

ARTICLE 6 PROPERTY EASEMENTS AND RIGHTS

6.1. EASEMENTS.

6.1.1. **Maintenance and Repair.** Declarant reserves for the benefit of the Association and all Association agents, officers and employees, nonexclusive easements over the Community as necessary to fulfill the obligations and perform the duties of the Association.

6.1.2. **Utility Easements.** Declarant reserves easements to install and maintain utilities over the Association Property for the benefit of the Owners and their Condominiums. Declarant reserves the right to grant additional easements and rights-of-way throughout the Community to utility companies and public agencies as it deems necessary for the proper development and disposal of the Community. Such right of Declarant shall expire on the Close of Escrow for the sale of the last Condominium in the Community and the Annexable Area.