

Section 18.4 Notice and Right to Cure.

(a) Any Bound Party having a Dispute ("**Claimant**") against any other Bound Party ("**Respondent**") (the Claimant and the Respondent, being individually referred to herein as a "**Party**," or, collectively, as the "**Parties**") shall notify each Respondent in writing (the "**Notice**"), as soon as is reasonably possible after the Claimant becomes aware of the Dispute, stating plainly and concisely:

(i) The nature of the Dispute, including the Parties involved and Respondent's role in the Dispute;

(ii) The legal basis of the Dispute (i.e., the specific authority out of which the Dispute arises);

(iii) The proposed remedy; and

(iv) The fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Dispute.

(b) Tolling of Statute of Limitations. Except as provided in this Section 18.4(b), the Notice shall, upon mailing, toll all statutory and contractual limitations on actions against all Parties who may be responsible for the Disputes, whether named in the Notice or not, including claims for indemnity applicable to the Dispute, for a period of 180 days or such longer period as may be agreed to in writing between the Parties; provided, however, at any time, Declarant may give written notice (the "**Cancellation Notice**") to cancel the tolling of the statute of limitations provided in this Section 18.4(b). Upon delivery of a Cancellation Notice, the Parties shall be relieved of any further obligations to satisfy the requirements of this Section 18.4(b) except that Claimant shall not be relieved of the obligations under Section 18.4(g), below. The tolling of all applicable statutes of limitations shall cease sixty (60) days after a Cancellation Notice is delivered to the Claimant.

(c) Alleged Defect. In the event that any Claimant asserts any Dispute(s) that any portion of the Common Area, any Lot and/or any improvement constructed on the Project, is deficient, inadequate, incomplete, or otherwise defective or that Declarant or any Builder was negligent in the planning, design, engineering, grading, construction or other development of the Project (collectively, an "**Alleged Defect**"), Declarant hereby reserves the right for itself and any successor, assign or agent to inspect, repair and/or replace such Alleged Defect as set forth herein.

(d) Meet and Confer; Inspection.

(i) Within a reasonable time after the receipt by Declarant of Claimant's Notice, which period shall not exceed sixty (60) days, the Parties to the Dispute shall participate in an initial meeting at a mutually acceptable place and time to explain their positions to each other and confer in good faith in an effort to resolve the Dispute, including, without limitation, discussion of available alternative processes for resolving the Dispute, available processes for reducing costs or losses by the involved Parties, and the scope of discovery, if any, to be conducted prior to the inception of any alternative dispute resolution procedure. In the event the

Dispute involves all or a portion of the Property or the Improvements thereto, then at such meeting and at other mutually agreeable times, the Parties shall have full access to that portion of the Property and the Improvements that are the subject of the Dispute for purposes of inspection. Claimant shall provide Declarant with access to Claimant's Lot for inspection and testing purposes, including testing that may cause physical damage to any property within the Project, in order to evaluate such Alleged Defect. If the Claimant has conducted inspection and testing prior to the date Declarant received the Notice asserting an Alleged Defect, the Claimant shall make available to the Declarant for inspection and testing at least those areas inspected or tested by the Claimant. The Declarant shall further have the right, upon reasonable notice to Claimant and the Owners of Lots upon which the Declarant intends to enter, during normal business hours to enter onto or into, as applicable, the Project, including, without limitation, any residential dwelling unit or other improvement constructed within the Project, for the purposes of inspection and testing (including testing that may cause physical damage to any property in the Project) in order to evaluate the Alleged Defect, and each Owner and Association shall make such areas available to Declarant for inspection and testing. The inspection and testing shall be completed within a reasonable period of time, taking into consideration the nature of the Alleged Defect and other circumstances affecting the inspection and testing. If Declarant does not timely complete the inspection and testing, Claimant shall be relieved of any further obligations to satisfy the requirements of this Section 18.4; provided, however, that Claimant shall not be relieved of the obligations under Section 18.4(g), below. In conducting such inspection and testing, the Declarant shall be entitled to take any actions it deems reasonable and necessary under the circumstances. The Declarant shall pay all costs of inspection and testing that is requested by the Declarant, shall restore the property to the condition that existed immediately prior to the testing, and shall indemnify the Association and each Owner of a Lot upon which the Declarant enters for the purposes of inspection and testing for any damages resulting from such inspection and testing. The results of the inspection and testing shall not be inadmissible in evidence in any civil action solely because the inspection and testing was conducted pursuant to this Section.

(ii) Any resolution of the Dispute agreed to by the Parties pursuant to this Section 18.4 shall be memorialized in writing and signed by the Parties, including, if the Association is a Party to the Dispute, the Board designee for the Association, and such agreement shall bind the Parties to the Dispute and shall be enforceable so long as (i) the agreement is not in conflict with law or the Management Documents and (ii), if the Association is a Party to the Dispute, the agreement either is consistent with the authority granted by the Board to its designee or the agreement is ratified by the Board.

(iii) With respect to a Dispute between the Association and an Owner, the Owner may not be charged a fee to participate in the process described in this Section 18.4.

(iv) This Section 18.4(c) is intended to comply with the requirements of Article 5 (commencing with California Civil Code Section 5900) of the Davis-Stirling Common Interest Development Act (set forth at California Civil Code Section 4000, et seq.). In the event of a conflict between this Section 18.4(c) and the provisions of said Article 5 (as the same may be amended or modified), the provisions of said Article 5 (as amended or modified) shall control.

(e) Disputes Regarding Alleged Defects in Common Area. Notwithstanding the provisions of Section 18.4(d), in the event of a Dispute involving a claim (a "**Damage Claim**")

for damage to the Common Area, Association Maintenance Area or damage to any Lot that is integrally related to any damage to the Common Area, the provisions of this Section 18.4(e), rather than the provisions of Section 18.4(d), shall apply. Before commencing any legal proceedings against any Bound Party based upon a Damage Claim, the Association covenants and agrees that the Association shall comply with the provisions of California Civil Code Section 6000. In the event the Board either rejects a settlement offer as referenced in, or decides to commence an action for damages pursuant to, California Civil Code Section 6000 or any other provision of California law, the Association first shall call a special meeting of the Members. In addition to the information required by California Civil Code Section 6000 to be specified in the notice of such meeting, the notice also shall specify the following:

(i) A good faith estimate of the costs to repair the alleged defects prepared by a licensed contractor who has submitted a bid to perform the necessary repair work;

(ii) How the necessary repairs will be funded;

(iii) The name of the attorney whom the Association is contemplating retaining and an estimate of the attorney's fees, consultant's fees and any other costs to be incurred to prosecute such proceedings;

(iv) How such fees and costs will be funded;

(v) Each Owner's duty to disclose to prospective purchasers the alleged defects; and

(vi) The potential impact the proceedings may have on the marketability and availability of financing and/or insurance for the Lot in the Project.

(f) At any time after any Notice is delivered pursuant to this Section, the Parties may agree in writing to modify or excuse any of the time periods or other obligations imposed by this Section. All notices, requests, statements, or other communications required pursuant to this Section shall be delivered by first-class registered or certified mail, return receipt requested, or in any manner in which it is permissible to serve a summons pursuant to Section 415.10 or 415.20 of the California Code of Civil Procedure.

(g) Any judgment or award in connection with any legal action, cause of action, proceeding, reference or arbitration against the Declarant alleging damages (1) for the costs of repairing or the replacement of any Alleged Defect, (2) for the diminution in value of any real or personal property resulting from such Alleged Defect, or (3) for any consequential damages resulting from such Alleged Defect shall first be used to correct and/or repair such Alleged Defect or to reimburse the Claimant for any costs actually incurred by such Claimant in correcting and/or repairing the Alleged Defect. In the event the Association recovers any funds from the Declarant (or any other person or entity) to repair an Alleged Defect, any excess funds remaining after repair of such Alleged Defect shall be paid into the Association's reserve fund unless at least seventy-five percent (75%) of the voting power of the Association elects to allocate or distribute the remaining funds otherwise.

(h) Nothing set forth in this Section shall be construed to impose any obligation on the Declarant to inspect, repair or replace any item or Alleged Defect for which the Declarant is not otherwise obligated under applicable law or any limited warranty provided by the Declarant in connection with the sale of the Lots and/or the improvements constructed thereon. The right of the Declarant to enter, inspect, repair, and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and recorded by the Declarant in the Official Records of the County.

Section 18.5 Mediation. If the Parties cannot resolve the Dispute pursuant to the procedures described above (including, if applicable, Civil Code Section 6000 procedures), either Party may request that the matter be submitted to mediation and if the other Parties agree, the matter shall be submitted to mediation pursuant to this Section 18.5. Such mediation shall be conducted by JAMS pursuant to the mediation procedures adopted by JAMS or its successor or, in the event that JAMS or its successor is for any reason unwilling or unable to serve as the mediation service, the parties shall select another reputable mediation service. If the Parties are unable to agree on an alternative service, then either party may petition any court of competent jurisdiction in the county in which the Project are located to appoint such an alternative service, which appointment shall be binding on the parties. The rules and procedures of such alternative service in effect at the time of the initiation of the mediation shall be followed. No person shall serve as a mediator in any dispute in which the person has any financial or personal interest in the result of the mediation, except by the written consent of all Parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt commencement of the mediation process.

(a) **Position Memoranda; Pre-Mediation Conference.** Within ten days of the selection of the mediator, each Party shall submit a memorandum setting forth its position with regard to the issues that need to be resolved. The mediator shall have the right to schedule a pre-mediation conference and all Parties shall attend unless otherwise agreed. The mediation shall be commenced within ten days following the submittal of the memoranda and shall be concluded within fifteen (15) days from the commencement of the mediation unless the parties mutually agree to extend the mediation period. The mediation shall be held in Riverside County, California, or such other place as is mutually acceptable by the Parties.

(b) **Conduct of Mediation.** The mediator shall have discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for settlement of the dispute. The mediator shall be authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator also may obtain expert advice concerning technical aspects of the dispute, provided the Parties shall assume the expenses of obtaining such advice. The mediator shall not have the authority to impose a settlement on the parties.

(c) **Evidence Exclusion Agreement.** Prior to the commencement of the mediation session, the mediator and all parties to the mediation shall execute an agreement pursuant to California Evidence Code Section 1152.5(c) *et seq.* in order to exclude the use of any testimony or evidence produced at the mediation in any subsequent dispute resolution forum, including, but not limited to court proceedings or reference proceedings. Pursuant to California Evidence Code Section 1152.5(c) *et seq.*, the agreement specifically shall state that evidence of

anything said or of any admission made in the course of the mediation is not admissible evidence, and disclosure of any such evidence shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given. Unless the document provides otherwise, no document (or copy thereof), prepared for the purpose of, or in the course of, or pursuant to the mediation, is admissible in evidence, and disclosure of any such document shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given. The provisions of California Evidence Code Sections 1115 through 1128 also shall be applicable to such mediation process.

(d) **Persons Permitted at Sessions.** Persons other than the Parties, the representatives and the mediator may attend mediation sessions only with the permission of the Parties and the consent of the mediator. Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. All records, reports or other documents received by the mediator while serving in such capacity shall be confidential. There shall be no stenographic record of the mediation proceedings.

(e) **Expenses.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, expense of witnesses and/or the cost of any proofs or expert advice produced at the request of the mediator, shall be borne equally by the parties unless they agree otherwise. Each Party to the mediation shall bear its own attorneys' fees and costs in connection with such mediation.

Section 18.6 ARBITRATION OF DISPUTES. IF THE PARTIES HAVE NOT REACHED AN ENFORCEABLE AGREEMENT OF THEIR DISPUTE THROUGH NEGOTIATION OR MEDIATION, THEN, EXCEPT FOR DISPUTES SUBJECT TO ARBITRATION UNDER THE LIMITED HOME WARRANTY PROVIDED BY DECLARANT, THE DISPUTE SHALL BE SUBMITTED TO ARBITRATION PURSUANT TO THIS SECTION 18.6 WITHOUT THE NEED TO AGAIN COMPLY WITH THE PROCEDURES SET FORTH IN SECTION 18.4 OR SECTION 18.5. ANY AND ALL SUCH UNRESOLVED DISPUTES SHALL BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH THE FOLLOWING RULES AND PROCEDURES:

(a) ALL DISPUTES SHALL BE ARBITRATED PURSUANT TO, AND SHALL BE RESOLVED BY AND PURSUANT TO, THE ARBITRATION RULES AND PROCEDURES OF DEMARS AND ASSOCIATES, LTD. ("DEMARS") OR CONSTRUCTION DISPUTE RESOLUTION SERVICES, LLC ("CDR") IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED. SUCH RULES AND PROCEDURES ARE AVAILABLE FOR REVIEW AT THE FOLLOWING WEBSITES:

FOR DEMARS: [HTTP://WWW.DEMARSASSOCIATES.COM](http://www.demarsassociates.com).

FOR CDR: [HTTP://CONSTRUCTIONDISPUTES-CDRS.COM](http://constructiondisputes-cdrs.com)

(b) IN THE EVENT THAT BOTH DEMARS AND CDR ARE UNABLE OR UNWILLING TO CONDUCT OR ARE DISABLED FROM CONDUCTING SUCH

ARBITRATION, THE ARBITRATION SHALL BE SUBMITTED TO ARBITRATION BY AND PURSUANT TO RULES OF AN ALTERNATIVE ARBITRATION SERVICE PROVIDER SELECTED IN ACCORDANCE WITH THE AGREEMENT OF THE PARTIES. IF THE PARTIES ARE UNABLE TO AGREE UPON AN ALTERNATIVE ARBITRATION SERVICE PROVIDER, THEN EITHER PARTY MAY PETITION ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY TO APPOINT SUCH AN ALTERNATIVE SERVICE PROVIDER, WHICH APPOINTMENT SHALL BE BINDING ON THE PARTIES. THE RULES AND PROCEDURES OF SUCH ALTERNATIVE ARBITRATION SERVICE PROVIDER IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED SHALL BE FOLLOWED.

(c) NOTWITHSTANDING ANY PROVISION OF THIS SECTION 18.6 TO THE CONTRARY, EITHER PARTY MAY USE SMALL CLAIMS COURT AS AN ALTERNATIVE TO ARBITRATION OF A DISPUTE IF THE AMOUNT IN CONTROVERSY IS WITHIN THE JURISDICTIONAL LIMITS OF SMALL CLAIMS COURT.

(d) GENERAL PROVISIONS.

(i) THIS SECTION 18.6 SHALL INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY, THE DECLARANT'S SUBCONTRACTORS, AGENTS, VENDORS, SUPPLIERS, DESIGN PROFESSIONALS, INSURERS AND ANY OTHER PERSON WHOM THE CLAIMANT CONTENDS IS RESPONSIBLE FOR ANY ALLEGED DEFECT IN OR TO THE PROPERTY OR AN IMPROVEMENT THERETO. THE PARTIES CONTEMPLATE THE INCLUSION OF SUCH PARTIES IN ANY ARBITRATION OF A DISPUTE AND AGREE THAT THE INCLUSION OF SUCH PARTIES WILL NOT AFFECT THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT. ANY PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS INCURRED IN ENFORCING THIS SECTION 18.6, AND THE ARBITRATOR SHALL HAVE SOLE AUTHORITY TO AWARD SUCH FEES AND COSTS.

(ii) THE ARBITRATOR SHALL BE AUTHORIZED TO PROVIDE ALL RECOGNIZED REMEDIES AVAILABLE IN LAW OR IN EQUITY FOR ANY CAUSE OF ACTION THAT IS THE BASIS OF THE ARBITRATION. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING. AN APPLICATION TO CONFIRM, VACATE, MODIFY OR CORRECT AN AWARD RENDERED BY THE ARBITRATOR SHALL BE FILED IN ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED.

(iii) THIS ARBITRATION AGREEMENT SHALL BE DEEMED TO BE A SELF-EXECUTING ARBITRATION AGREEMENT. ANY DISPUTE CONCERNING THE INTERPRETATION OR THE ENFORCEABILITY OF THIS SECTION 18.6, INCLUDING, WITHOUT LIMITATION, ITS REVOCABILITY OR VOIDABILITY FOR ANY CAUSE, ANY CHALLENGES TO THE ENFORCEMENT OR THE VALIDITY OF THIS AGREEMENT, OR THIS SECTION 18.6, OR THE

SCOPE OF ARBITRABLE ISSUES UNDER THIS SECTION 18.6, AND ANY DEFENSE RELATING TO THE ENFORCEMENT OF THIS SECTION 18.6, INCLUDING WITHOUT LIMITATION, WAIVER, ESTOPPEL, OR LACHES, SHALL BE DECIDED BY AN ARBITRATOR IN ACCORDANCE WITH THIS SECTION 18.6 AND NOT BY A COURT OF LAW.

(iv) THE PARTICIPATION BY ANY PARTY, OR ANY PARTY WHOM BUYER CONTENTS IS RESPONSIBLE FOR A DISPUTE, IN ANY JUDICIAL PROCEEDING CONCERNING THIS SECTION 18.6 OR ANY MATTER ARBITRABLE HEREUNDER SHALL NOT BE ASSERTED OR ACCEPTED AS A REASON TO DELAY, STAY, OR REFUSE TO PARTICIPATE IN, OR TO REFUSE TO ENFORCE THIS SECTION 18.6, INCLUDING INSTANCES IN WHICH THE JUDICIAL PROCEEDING INVOLVES PARTIES NOT SUBJECT TO THIS SECTION 18.6 AND/OR WHO CANNOT OTHERWISE BE COMPELLED TO ARBITRATE.

(v) EXCEPT AS AGREED BY THE PARTIES PURSUANT TO AN ENFORCEABLE PROVISION TO THE CONTRARY, IN THE EVENT OF A DISPUTE INVOLVING THE DECLARANT AND ONLY ONE (1) RESIDENT OWNER OR THE ASSOCIATION, THE DECLARANT SHALL ADVANCE THE FEES NECESSARY TO INITIATE THE ARBITRATION; IN ALL OTHER DISPUTES, SUCH FEES SHALL BE SHARED EQUALLY BY THE PARTIES TO THE ARBITRATION; PROVIDED, HOWEVER, THE ADMINISTRATION FEES AND ANY OTHER FEES AND COSTS OF THE ARBITRATION SHALL ULTIMATELY BE BORNE AS DETERMINED BY THE ARBITRATOR.

(vi) THIS DECLARATION INVOLVES AND CONCERNS INTERSTATE COMMERCE AND THIS SECTION 18.6 IS GOVERNED BY THE PROVISIONS OF THE FEDERAL ARBITRATION ACT (9 U.S.C. §1, ET SEQ.) NOW IN EFFECT AND AS THE SAME MAY FROM TIME TO TIME BE AMENDED, TO THE EXCLUSION OF ANY DIFFERENT OR INCONSISTENT STATE OR LOCAL LAW, ORDINANCE, REGULATION, OR JUDICIAL RULE. ACCORDINGLY, ANY AND ALL DISPUTES NOT OTHERWISE RESOLVED THROUGH NEGOTIATION OR MEDIATION IN ACCORDANCE WITH SECTION 18.5 SHALL BE ARBITRATED – WHICH ARBITRATION SHALL BE MANDATORY AND BINDING – PURSUANT TO THE FEDERAL ARBITRATION ACT, AND TO THE EXTENT THAT ANY STATE OR LOCAL LAW, ORDINANCE, REGULATION, OR JUDICIAL RULE IS INCONSISTENT WITH ANY PROVISION OF THE RULES OF THE ARBITRATION SERVICE UNDER WHICH THE ARBITRATION PROCEEDING SHALL BE CONDUCTED, THE LATTER RULES SHALL GOVERN THE CONDUCT OF THE PROCEEDING.

(vii) THE ARBITRATOR APPOINTED TO SERVE SHALL BE A NEUTRAL AND IMPARTIAL INDIVIDUAL.

(viii) THE VENUE OF THE ARBITRATION SHALL BE IN THE COUNTY WHERE THE PROPERTY IS LOCATED UNLESS THE PARTIES AGREE IN WRITING TO ANOTHER LOCATION.

(ix) PROMPT AND TIMELY COMMENCEMENT OF THE ARBITRATION SHALL BE REQUIRED IN ACCORDANCE WITH (I) THE ABOVE-REFERENCED RULES OF THE ARBITRATION, OR IF THE RULES DO NOT SPECIFY A DATE BY WHICH THE ARBITRATION MUST COMMENCE, THEN (II) A DATE AS AGREED TO BY THE PARTIES, AND IF THEY CANNOT AGREE, (III) A DATE DETERMINED BY THE ARBITRATOR(S).

(x) PROMPT AND TIMELY CONCLUSION OF THE ARBITRATION SHALL BE REQUIRED, INCLUDING THE ISSUANCE OF ANY DECISION OR RULING FOLLOWING THE PROCEEDING OR HEARING.

(xi) IF ANY PROVISION OF THIS SECTION 18.6 SHALL BE DETERMINED BY THE ARBITRATOR OR BY ANY COURT TO BE UNENFORCEABLE OR TO HAVE BEEN WAIVED, THE REMAINING PROVISIONS SHALL BE DEEMED TO BE SEVERABLE THEREFROM AND ENFORCEABLE ACCORDING TO THEIR TERMS.

EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT AGREES TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION 18.6 ENTITLED "ARBITRATION OF DISPUTES" DECIDED BY NEUTRAL, BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT, AND SUCH OWNER IS GIVING UP ANY RIGHTS IT MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL OR OTHER PROCEEDING. EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, IS GIVING UP ITS JUDICIAL AND/OR STATUTORY RIGHTS TO DISCOVERY, TRIAL AND APPEAL, EXCEPT TO WHATEVER EXTENT ANY RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION AGREEMENT. IF AN OWNER REFUSES TO SUBMIT TO ARBITRATION, (I) SUCH PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT, AND/OR (II) ARBITRATION MAY GO FORWARD IN THE ABSENCE OF THE REFUSING PARTY.

Section 18.7 Civil Code Provisions. In the event of a Dispute that is subject to both this Section 18.7 and the provisions of California Civil Code Section 5925 et seq., then the parties to such Dispute shall comply both with the provisions of this Section 18.7 and any additional requirements of California Civil Code Section 5925 et seq.

Section 18.8 Amendment of Article. Without the express prior written consent of Declarant, this ARTICLE XVIII may not be amended for a period of twenty years from the effective date of this Declaration.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

"DECLARANT"

CORONA-FOREST BOUNDARY ROAD 50, LLC,
a Delaware limited liability company

By: Griffin Residential III, LLC,
a California limited liability company

Its: Manager

By: Ian R. Griffin
Name: [Signature]
Its: Manager

ACKNOWLEDGEMENT

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) ss.

On May 14, 2018 before me, Dena Upp a Notary Public
(insert name and title of the officer above)

personally appeared Ian R. Griffin,

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 [Signature] (Seal)

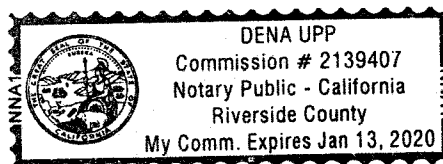


EXHIBIT "A"
to the Declaration of Covenants, Conditions and Restrictions
for Harmony Grove

Legal Description -- Initial Property

Lots 37 through 39, inclusive, and Lots 45 through 50, inclusive, of Tract No. 35249, as per Map recorded on _____, 2018, in Book _____, Pages _____ through _____, inclusive of maps, in the Office of the County Recorder of Riverside County, California.

EXHIBIT "B"
to the Declaration of Covenants, Conditions and Restrictions
for Harmony Grove

Legal Description -- Annexable Property

Lots 1 through 36, inclusive, Lots 40 through 44, inclusive, Lots 51 through 57, inclusive, and Lots B, C, and D of Tract No. 35249, as per Map recorded on _____, 2018, in Book _____, Pages _____ through _____, inclusive of maps, in the Office of the County Recorder of Riverside County, California.

Lots B, C and D shall consist of certain landscaping and infrastructure improvements, which may include, but shall not be limited to, the following: Association facilities, roadways, entry monumentation, landscaping and street lighting, retaining walls, pilasters, drive approaches, curbs and gutters, sidewalks, storm drains, catch basins, and filters.

Lots 51 through 57, inclusive, shall consist of certain landscaping and infrastructure improvements, which may include, but shall not be limited to, the following: Private Recreational Vehicle Storage, Association facilities, Association landscaping, open space, community park and park facilities, monumentation, storm drains, detention basins, mailboxes, trash racks, and a water quality drainage basin.

Additionally, the CSA Areas, or any portion thereof, may be annexed pursuant to Section 14.6 of this Declaration.

EXHIBIT "C"
to the Declaration of Covenants, Conditions and Restrictions
for Harmony Grove

Description of Association Maintenance Areas

None.

EXHIBIT "D"
to the Declaration of Covenants, Conditions and Restrictions
for Harmony Grove

Description of Common Areas

Initially, there is no Common Area.

Once annexed under the plan of this Declaration, the following Lots, which are part of that certain Tract No. 35249, as per Map recorded on _____, 2018, in Book _____, Pages _____ through _____, inclusive of maps, in the Office of the County Recorder of Riverside County, California, shall be Common Area as follows:

Lots B, C and D, shall consist of certain landscaping and infrastructure improvements, which may include, but shall not be limited to, the following: Association facilities, roadways, monumentation, landscaping and street lighting, retaining walls, pilasters, drive approaches, curbs and gutters, sidewalks, storm drains, catch basins, and filters.

Lots 51 through 57, inclusive, shall consist of certain landscaping and infrastructure improvements, which may include, but shall not be limited to, the following: Private Recreational Vehicle Storage, Association facilities, Association landscaping, open space, community park and park facilities, monumentation, storm drains, detention basins, mailboxes, trash racks, and a water quality drainage basin.

Additionally, in the event that the CSA Areas, or any portion thereof, are annexed to this Declaration pursuant to Section 14.6, they shall be designated as Common Areas.

1. Work Order #

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TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

BOARD APPROVAL REQUIRED: ☒ Yes ☐ No

COUNTY COUNSEL APPROVAL: ☒ Yes ☐ No

☐ AGREEMENT/CONTRACT

NO.:

REQUESTER: [REDACTED]

CAN IT GO AT A LATER DATE: ☐ YES ☐ NO

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

PROJECT/SUBJECT:

FINAL TRACT MAP NO: 35249 (Schedule "A")

DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FSM35249 (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:
7820			

BOARD AGENDA DATE: 10/16/18	BOS ITEM NUMBER: 2.4
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TRACT MAP NO. 36240

BEING A SUBDIVISION OF PARCEL 3 AND LETTERED LOTS B AND C AND A PORTION OF PARCEL 2, ALL OF PARCEL MAP 9082 ON FILE ON BOOK 40, PAGE 26 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTION 26, T. 4 S., R. 6 W., S.B.M.

MAVERS & ASSOCIATES CIVIL ENGINEERING, INC. AUGUST, 2015

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 CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THIS STRUCTIVE BORDER LINE. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT A (FOREST BOUNDARY ROAD), THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT A, FOREST BOUNDARY ROAD, THE OWNERS OF PARCELS 51, 56 & 57, INCLUDING, ADJOINING 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 CONDITION OF ACCESS RIGHTS AS TO PART VACATED.

WE HEREBY RETAIN LOTS B THROUGH D, INCLUSIVE, INDICATED AS PRIVATE STREETS AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "B" THROUGH "D", INCLUSIVE. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "B" THROUGH "D", INCLUSIVE.

WE HEREBY RETAIN THE EASEMENTS INDICATED AS PRIVATE DRAINAGE EASEMENT, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOTS 52 THROUGH 54 INCLUSIVE, 56 AND 57, INDICATED AS "OPEN SPACE" AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOT 56 INDICATED AS PARK, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOT 51 INDICATED AS WATER QUALITY BASIN, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: "WATER QUALITY EASEMENT" OVER ALL OF LOT 51, AS SHOWN HEREON. THE DEDICATION IS FOR WATER QUALITY AND INJECTION PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: 3 FOOT PUBLIC UTILITY EASEMENT ADJACENT TO THE RIGHT OF WAY OF LOTS 1 THROUGH 50, INCLUSIVE, AND A PORTION OF LOT 56, 58 AND 57 AS SHOWN HEREON.

RECORDERS STATEMENT

FILED THIS _____ DAY OF _____, 2015, AT _____ IN BOOK _____ OF MAPS, AT PAGES _____, AT THE REQUEST OF THE CLERK OF THE BOARD

NO. _____ FEE _____

PETER ALDAM, ASSESSOR-COUNTY CLERK-RECORDER BY: _____, DEPUTY

SUBDIVISION CLERK/TITLE COMPANY

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 ORDINANCES AT THE REQUEST OF RANCHO VAY, LLC, IN AUGUST 2015. I HEREBY STATE THAT IN THE ADJACENTS ARE OF THE CHARACTER AND OCCUPY THE PORTIONS INDICATED, OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE INSTRUMENT AGREEMENT FOR THE MAP, AND THAT THE INSTRUMENTS ARE, OR WILL BE SUFFICIENT TO SHAPE THE SURVEY TO BE REFUSED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: August 18, 2015
David L. McCallum
DAVID L. MCCALLUM, L.S. 4408
LICENSE EXPIRES 9/30/19

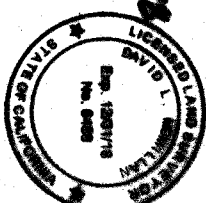
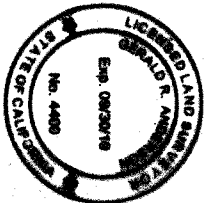
COUNTY SURVEYOR'S STATEMENT

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 OF TRACT 36240 AS FILED, APPROVED, APPROVED BY THE BOARD OF SUPERVISORS ON MAY 19, 2015. THE EXPIRATION DATE BEING 9/30/19, 7/28/15 AND I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

BY: David L. McCallum
DAVID L. MCCALLUM, COUNTY SURVEYOR
L.S. 4408
LICENSE EXPIRES 12-31-2018

BOARD OF SUPERVISORS STATEMENT:

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY



COUNTY OF RIVERSIDE, THE OFFER OF UTILIZATION FOR PUBLIC UTILITY PURPOSES AND INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS B THROUGH D, INCLUSIVE, INDICATED AS "PRIVATE STREETS", ARE HEREBY ACCEPTED. THE 3 FOOT PUBLIC UTILITY EASEMENT AS SHOWN HEREON ARE HEREBY ACCEPTED.

THE "WATER QUALITY EASEMENT" FOR WATER QUALITY AND INSPECTION PURPOSES DEDICATED HEREON, IS HEREBY ACCEPTED.

DATED: 10/14/2018

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

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BY: Yvonne Williams DEPUTY

BY: Chuck Wolf
CHAIRMAN OF THE BOARD OF SUPERVISORS

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 100,000.00 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 THE 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.

DATED: 10/14/2018 CASH OR SURETY BOND

JON CHRISTENSEN
COUNTY TAX COLLECTOR

BY: Sharon K. Hansen 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 \$ 100,000.00.

DATED: 10/14/2018

JON CHRISTENSEN, COUNTY TAX COLLECTOR

BY: Sharon K. Hansen DEPUTY

SIGNATURE OMISSIONS CONTINUED

EASEMENTS AND APURTENANCES CONTAINED IN A DOCUMENT ENTITLED ASSIGNMENT OF WATER SYSTEMS, RIGHTS OF WAY AND PRESCRIPTIVE RIGHTS, IN FAVOR OF ELSHORE WATER DISTRICT, A CALIFORNIA WATER DISTRICT AND LEE LAKE WATER DISTRICT, A CALIFORNIA WATER DISTRICT. RECORDED 08/09/2018 AS DOCUMENT NO. 2018-0183616 OF OFFICIAL RECORDS.

E FOLLOWING

FOLLOWING

IN PLACE OF OF
RECORDS DISTRICT,

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SIDE.

CHARLES H.
M AS

EDWARD A.
11/13/1984 AS

EDWARD A.
11/13/1984 AS

CHARLES H.
M AS

CHARLES T.
13/1984 AS

EUGENE A.

REALTY
NO. 402488