

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



ITEM: 2.3
(ID # 15130)

MEETING DATE:
Tuesday, May 18, 2021

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 37028 a Schedule "A" Subdivision in the Rancho California area.
District 3. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements for Final Tract Map 37028 as approved by County Counsel;
2. Approve the Final Map; and
3. Authorize the Chairwoman of the Board to sign the Improvement Agreements and Final Tract Map 37028.

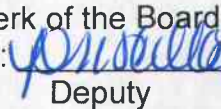
ACTION: Consent


Mark Lancaster, Director of Transportation 4/29/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: May 18, 2021
xc: Transp.

Kecia R. Harper
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 Map 37028 was approved by the Board of Supervisors on December 12, 2017 as Agenda Item 1.2. Final Map 37028 is a 34.91 acre subdivision creating 154 residential lots and 3 open space lots in the Rancho California area. This Final Map complies in all respects with the provisions of the Subdivision Map Act 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. The Transportation Department recommends approval of this final tract map.

Lennar Homes of California, Inc. desire to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer. The securities posted by Liberty Mutual Insurance Company are as follows:

FTM37028 Onsite \$2,766,500 Bond #024247552 for the completion of road and drainage improvements.

FTM37028 Onsite \$369,500 Bond #024247552 for the completion of water improvements.

FTM37028 Onsite \$304,500 Bond #024247552 for the completion of sewer improvements.

FTM37028 Onsite \$206,500 Bond #024247553 for the completion of monumentation.

FTM37028/MS4374 Offsite \$2,543,000 Bond #024247546 for the completion of road and drainage improvements.

FTM37028/MS4374 Offsite \$357,500 Bond #024247546 for the completion of water improvements.

FTM37028/MS4374 Offsite \$36,500 Bond #024247546 for the completion of sewer improvements.

Additional Fiscal Information:

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

ATTACHMENTS:

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

FTM 37028 Vicinity Map
FTM 37028 Onsite Improvement Agreements
FTM 37028/MS4374 Offsite Improvement Agreements
FTM 37028 Mylars



Jason Fann, Principal Management Analyst

5/11/2021



Gregory V. Priamos, Director County Counsel

5/3/2021

**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 Lennar Homes of California, Inc., hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 37028**, 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 **Two Million, Seven Hundred Sixty Six Thousand Five Hundred and no/100 Dollars (\$2,766,500.00)**.

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:

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

Contractor
Lennar Homes of California, Inc.
980 Montecito Dr. Ste 302
Corona CA, 92879

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

By 

Print Name Geoffrey Smith

Title VP of Forward Planning

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By Karen S. Spiegel

KAREN SPIEGEL
CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER,
Clerk of the Board

By [Signature]
Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]

Revised 09/01/2020

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 Riverside
County of _____)

On October 2, 2020 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Gregory Smith
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 Jodie Atha (Seal)

**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 Lennar Homes of California, Inc., hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 37028**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **Eastern Municipal Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Three Hundred Sixty Nine Thousand Five Hundred and no/100 Dollars (\$369,500.00)**.

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.

Agreement for the Construction of Water System Improvements

Tract 37028

Page 2

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
Lennar Homes of California, Inc.
980 Montecito Dr. Ste 302
Corona Ca, 92879

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

By 

Print Name Geoffrey Smith

Title VP of Forward Planning

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By Karen S. Spiegel
KAREN SPIEGEL

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER,
Clerk of the Board

By Pinella Russo
Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]

Revised 09/01/2020

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 Riverside

On October 2, 2020 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith
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 Jodie Atha (Seal)



**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 Lenny Homes of California, Inc., hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 37028**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Eastern Municipal Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Three Hundred Four Thousand Five Hundred and no/100 Dollars (\$304,500.00)**.

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.

Agreement for the Construction of Sewer System Improvements

Tract **37028**

Page 1

MAY 18 2021 2.3

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
Lennar Homes of California, Inc.
980 Montecito Dr Ste 302
Corona CA, 92879

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

By  _____

Print Name Geoffrey Smith _____

Title VP of Forward Planning _____

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By Karen S. Spiegel
KAREN SPIEGEL

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER,
Clerk of the Board

By [Signature]
Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]

Revised 09/01/2020

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 Riverside
County of _____

On October 2, 2020 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Greathrey Smith,
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 Jodie Atha (Seal)



**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 Lennar Homes of California, Inc., hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 37028**, 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 provided 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 **Two Hundred Six Thousand Five Hundred and no/100 Dollars (\$206,500.00)**.

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

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

FOURTH: The Contractor hereby grants to County, the Surety upon any bond, and to the agents, employees and contractors of either or 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

Lennar Homes of California, Inc.
980 Montecito Dr. Ste 302
Corona Ca. 92879

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

By 

Print Name Geoffrey Smith

Title VP of Forward Planning

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By Karen S. Spiegel
KAREN SPIEGEL

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER,
Clerk of the Board

By Wendell Passo
Deputy

APPROVED AS TO FORM

County Counsel
By [Signature]

Revised 09/01/2020

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 Riverside

On October 2, 2020 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Gregory Smith
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 Jodie Atha (Seal)



**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 Lennar Homes of California, Inc., hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Miscellaneous Case 4374 (Tract 37028 Offsite)**, 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 **Two Million Five Hundred Forty Three Thousand and no/100 Dollars (\$2,543,000.00)**.

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 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:

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

Contractor
Lennar Homes of California, Inc.
980 Montecito Dr. Ste 302
Corona Ca, 92879

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

Signed: 

Print Name: Geoffrey Smith

Title VP of Forward Planning

Print Name: _____

Signed: _____

Title _____

COUNTY OF RIVERSIDE

By 
KAREN SPIEGEL

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
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

Revised 09/29/09

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 Riverside

On October 2, 2020 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Gregory Smith
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 Jodie Atha (Seal)



**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 Lennar Homes of California, Inc., hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Miscellaneous Case 4374 (Tract 37028 Offsite)**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **Eastern Municipal Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Three Hundred Fifty Seven Thousand Five Hundred and no/100 Dollars (\$357,500.00)**.

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
Lennar Homes of California, Inc.
980 Montecito Dr. Ste 302
Corona Ca, 92879

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

Signed: 

Print Name: Geoffrey Smith

Title VP of Forward Planning

Signed: _____

Print Name: _____

Title _____

COUNTY OF RIVERSIDE

Signed: 
KAREN SPIEGEL
CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
Clerk of the Board

Signed: 
Deputy

APPROVED AS TO FORM

County Counsel 
By _____

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

Revised 09/29/09

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 Riverside

On October 2, 2020 before me, Jodie Atha Notary Public
(insert name and title of the officer)

personally appeared Gregory Smith
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

Jodie Atha

(Seal)



**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 Lennar Homes of California, Inc., hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Miscellaneous Case 4374 (Tract 37028 Offsite)**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Eastern Municipal Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Thirty Six Thousand Five Hundred and no/100 Dollars (\$36,500.00)**.

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 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
Lennar Homes of California, Inc.
980 Montecito Dr. Ste 302
Corona Ca, 92879

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

Signed:  _____

Print Name: Geoffrey Smith

Title VP of Forward Planning

Signed: _____

Print Name: _____

Title _____

COUNTY OF RIVERSIDE

By 
KAREN SPIEGEL

ATTEST: **CHAIR, BOARD OF SUPERVISORS**

KECIA HARPER,
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

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 Riverside

On October 2, 2020 before me, Jodie Atha, Notary Public
(insert name and title of the officer)

personally appeared Gregory Smith
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 Jodie Atha (Seal)





TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

2021 MAY -1 AM 11:26

BOARD APPROVAL REQUIRED: Yes No
COUNTY COUNSEL APPROVAL: Yes No

AGREEMENT/CONTRACT NO.:

REQUESTED BOARD DATE: 5/18/2018 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: 3		

PROJECT/SUBJECT:

FINAL TRACT MAP NO: 37028 (Schedule "A")

DESCRIPTION: APPROVAL OF FINAL TRACT MAP IMPROVEMENT AGREEMENTS

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FTM37028 (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, ONSITE AGREEMENTS AND OFFSITE AGREEMENTS ARE TO BE EXECUTED BY THE CHAIRWOMAN OF THE BOARD. THE COB RETAINS ONE ORIGINAL OF EACH AGREEMENT. THE 2ND ORIGINAL AND COPY ARE RETURNED TO TRANSPORTATION. THE FINAL TRACT MAP AND CC&R'S ARE TO BE DELIVERED TO THE RECORDER

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
15130			

5/18/21 2.3
2021-5-149931

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

TRACT NO. 37028

BEING A SUBDIVISION OF PARCELS 1 AND 2 OF LOT LINE ADJUSTMENT NO. 1465 AS APPROVED BY RIVERSIDE COUNTY RECORDED APRIL 30, 1982 AS PERFECTED BY DEEDS RECORDED JULY 16, 1985 AS INSTRUMENT NO. 1985-155328 AND RECORDED APRIL 8, 1987 AS INSTRUMENT NO. 1987-96093, BOTH OFFICIAL RECORDS OF RIVERSIDE COUNTY; IN SECTION 3 TOWNSHIP 7 SOUTH, RANGE 2 WEST. S.B.M.

adkan
ENGINEERS

SEPTEMBER 2019

RECORDER'S STATE

FILED THIS _____ DAY OF _____
IN BOOK _____ OF MAPS, AT PA
AT THE REQUEST OF THE CLERK OF
NO. _____
FEE _____
PETER ALDANA, ASSESSOR-COUNTY

BY: _____

SUBDIVISION GUARANTEE:

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: LOTS "A" THROUGH "K" INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES. AS A CONDITION OF DEDICATION OF LOT "J" (WASHINGTON STREET) AND LOT "K" (BENTON ROAD), THE OWNERS OF LOTS 26, 121, 122, 130, 131, 132, 133, 155, 156, 157, 158, AND 160 ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING ONE SIXTEEN (16') FOOT ACCESS OPENING FOR LOT 157. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: FLOOD CONTROL EASEMENT LYING WITHIN LOT 156 AS SHOWN HEREON. THE DEDICATION IS FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ACCESS EASEMENT LYING WITHIN LOT 156 AS SHOWN HEREON. THE DEDICATION IS FOR INGRESS AND EGRESS TO AND FROM FLOOD CONTROL EASEMENT, FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS LYING WITHIN LOTS 155, 156, 157, AND 159 AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ACCESS EASEMENTS LYING WITHIN LOTS 155, 156, 157, AND 159 AS SHOWN HEREON. THE DEDICATION IS FOR INGRESS AND EGRESS TO AND FROM DRAINAGE EASEMENTS, FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: WATER QUALITY EASEMENT OVER ALL OF BIORETENTION BASIN LOTS 155 AND 157, AND DETENTION BASIN LOT 156, AS SHOWN HEREON. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TO THE VALLEY-WIDE RECREATION AND PARKS DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FOR PUBLIC PURPOSES: ALL OF LOTS 158 AND 160 AS SHOWN HEREON. THE DEDICATION IS FOR OPEN SPACE, LANDSCAPE, DRAINAGE, AND WATER QUALITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT TO THE VALLEY-WIDE RECREATION AND PARKS DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FOR PUBLIC PURPOSES: LANDSCAPE EASEMENTS LYING WITHIN LOTS 1, 26, 92, 93, 112, 113, 114, 115, AND 116. THE DEDICATION IS FOR LANDSCAPE AND MAINTENANCE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES: PRIVATE DRAINAGE EASEMENT LYING WITHIN LOTS 83, 84, AND 85, AND LOTS 103 THROUGH, 113, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR DRAINAGE PURPOSES, FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT TO THE VALLEY-WIDE RECREATION AND PARKS DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FOR PUBLIC PURPOSES: LANDSCAPE EASEMENTS LYING WITHIN LOTS 155, 156, 157, AND 159. THE DEDICATION IS FOR OPEN SPACE, LANDSCAPE AND WATER QUALITY PURPOSES.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE OF DENISE WILLIAMS ON SEPTEMBER 12, 2019. I HEREBY STATE THAT ALL MONUMENTS ARE SET AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 3-24-2021

Edy P. Adkison

EDY P. ADKISON L.S. 5390
EXPIRATION DATE: 9-30-22



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 37028 AS FILED, AMENDMENT NO. 1, ON OCTOBER 18, 2017. THE EXPIRATION DATE BEING APRIL 18, 2021. I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 4-29, 2021

David L. McMillan

DAVID L. MCMILLAN, COUNTY SURVEYOR
L.S. 8488
EXPIRATION DATE: 12-31-2022



THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ACCESS EASEMENTS LYING WITHIN LOTS 155, 156, 157, AND 159 AS SHOWN HEREON. THE DEDICATION IS FOR INGRESS AND EGRESS TO AND FROM DRAINAGE EASEMENTS, FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: WATER QUALITY EASEMENT OVER ALL OF BIORETENTION BASIN LOTS 155 AND 157, AND DETENTION BASIN LOT 156, AS SHOWN HEREON. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TO THE VALLEY-WIDE RECREATION AND PARKS DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FOR PUBLIC PURPOSES: ALL OF LOTS 158 AND 160 AS SHOWN HEREON. THE DEDICATION IS FOR OPEN SPACE, LANDSCAPE, DRAINAGE, AND WATER QUALITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT TO THE VALLEY-WIDE RECREATION AND PARKS DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FOR PUBLIC PURPOSES: LANDSCAPE EASEMENTS LYING WITHIN LOTS 1, 26, 92, 93, 112, 113, 114, 115, AND 116. THE DEDICATION IS FOR LANDSCAPE AND MAINTENANCE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES: PRIVATE DRAINAGE EASEMENT LYING WITHIN LOTS 83, 84, AND 85, AND LOTS 103 THROUGH, 113, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR DRAINAGE PURPOSES, FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT TO THE VALLEY-WIDE RECREATION AND PARKS DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FOR PUBLIC PURPOSES: LANDSCAPE EASEMENTS LYING WITHIN LOTS 155, 156, 157, AND 159. THE DEDICATION IS FOR OPEN SPACE, LANDSCAPE AND WATER QUALITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES: LOTS 155 AND 157 FOR BIORETENTION BASIN PURPOSES 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 RETAINED IN FEE FOR PRIVATE PURPOSES: LOT 156 FOR DETENTION BASIN PURPOSES 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 RETAINED IN FEE FOR PRIVATE PURPOSES: LOT 159 FOR OPEN SPACE PURPOSES AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

BY: [Signature]
(PRINT NAME) JEFFORY SMITH
(TITLE) VP FORWARD PLANNING

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 Riverside
ON March 24, 2021 BEFORE ME, Beth Bouky, Notary Public
APPEARED Jeffory Smith PERSONALLY

_____, 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

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. 37028 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON OCTOBER 18, 2017 THE EXPIRATION DATE BEING APRIL 18, 2022 AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 4-29, 2021

[Signature]
DAVID L. MCMILLAN, COUNTY SURVEYOR
L.S. 8488
EXPIRATION DATE: 12-31-2022



BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS

THE OFFERS DEDICATION MADE HEREON OF THE DRAINAGE EASEMENTS ARE HEREBY ACCEPTED FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE EASEMENTS FOR WATER QUALITY AND INSPECTION PURPOSES ARE HEREBY ACCEPTED.

THE OFFERS OF DEDICATION MADE HEREON OF THE FLOOD CONTROL EASEMENT IS HEREBY NOT ACCEPTED.

THE OFFERS OF DEDICATION MADE HEREON OF THE ACCESS EASEMENT FOR INGRESS AND EGRESS TO AND FROM FLOOD CONTROL EASEMENT, FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES, ARE HEREBY NOT ACCEPTED.

THE OFFERS OF DEDICATION MADE HEREON OF THE ACCESS EASEMENTS FOR INGRESS AND EGRESS TO AND FROM DRAINAGE EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, ARE HEREBY ACCEPTED.

DATE: May 18, 2021
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST: Kecia Harper
CLERK OF THE BOARD OF SUPERVISORS

BY: Karen S. Spiegel
CHAIRMAN OF THE BOARD OF SUPERVISORS

BY: Ane Maxwell
DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 94,900.00 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.

RECORDING REQUESTED BY:

LENNAR TITLE, INC.

AND WHEN RECORDED MAIL TO:

Lennar Homes of California, Inc
980 Montecito Drive #302
Corona, CA 92879
Attn: Sonia Villaneda

DTT= 0 Consideration less than \$100 R&T 11911
APN: 964-030-007 & -008 TRA 094-177

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
EASEMENTS**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
WINDBROOK AND WEATHERSTONE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WINDBROOK AND WEATHERSTONE, is made by LENNAR HOMES OF CALIFORNIA, INC., a California Corporation, ("**Declarant**"), being the owner of that certain real property subject to this Declaration, and hereinafter more particularly described.

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property located in the unincorporated area of the County of Riverside, State of California, described on Exhibit "A," attached hereto and incorporated herein by this reference ("**Properties**").

WHEREAS, the development of the Properties is a residential standard subdivision known as "Windbrook and Weatherstone" ("**Community**"). The Community will be developed by Declarant and will consist of one hundred fifty-four (154) residential lots. There is no common area in the Community.

WHEREAS, it is the desire and intention of Declarant to sell and convey residential lots within the Community to various purchasers subject to certain basic protective restrictions, conditions, limitations, easements, covenants, reservations, liens and charges between it and the purchasers or users of said Community, as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the real property described above, is, and shall be held, hypothecated or encumbered, sold, leased, rented, used, occupied, conveyed, and improved subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of preserving the integrity, beauty and aesthetic qualities and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Community or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The provisions of this Declaration shall be enforceable by any of the Owners of an interest in the real property above described, against any other Owner or Owners thereof.

**ARTICLE 1
DEFINITIONS**

Section 1.1. Terms. Whenever used in this Declaration, the following terms shall have the following meanings:

1.1.1 **Community** shall mean the real property described in the Preamble of this Declaration and such additions thereto as may hereafter be brought under this Declaration through annexation procedures, and all improvements thereon.

1.1.2 **County** shall mean and refer to the County of Riverside, in the State of California.

1.1.3 **Declarant** shall mean and refer to LENNAR HOMES OF CALIFORNIA, INC., a California corporation, and its successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from Declarant for the purpose of development, and/or are designated by Declarant as the Declarant for the purpose hereof by a duly recorded written instrument. Declarant is the "builder" as defined in California Civil Code Section 911.

1.1.4 **Declaration** shall mean and refer to this enabling Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as the same may be amended, changed or modified, from time to time.

1.1.5 **DRE** shall mean and refer to the California Department of Real Estate.

1.1.6 **Lot** shall mean any residential lot shown on any recorded subdivision map, certificate of compliance, or parcel map of any portion of the Community (and as the boundaries of such Lot may be modified by a recorded lot line adjustment or certificate of compliance).

1.1.7 **Mortgage** shall mean and refer to a deed of trust as well as a Mortgage.

1.1.8 **Mortgagee** shall mean a person or entity to which a Mortgage is made, and shall include the beneficiary of a deed of trust.

1.1.9 **Notice to the Owner** shall mean written notice sent by registered mail, return receipt requested, to the Owner at the address of the Lot, or the Owner's last known residential address if different than the Lot.

1.1.10 **Owner** shall mean and refer to the record Owners, whether one (1) or more persons or entities, of fee simple title to any Lot which is part of the Community, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 1.2. Applicability of Definitions The aforesaid definitions shall be applicable to this Declaration and to any supplements or amendments thereto (unless the context shall prohibit such application), recorded pursuant to the provisions of this Declaration.

ARTICLE 2 EASEMENTS

Section 2.1. Easements. The easements herein below described shall bind and inure to the benefit of Declarant's heirs, personal representatives, successors and assigns. Subject easements shall be construed as covenants running with the land, or equitable servitudes as necessary to achieve Declarant's intent.

2.1.1 Declarant hereby acknowledges that it is its express intent to subject each Lot within the Community which contains an underground utility conduit or pipe, as described herein below, to such restrictions, covenants, easements, and servitudes as are necessary to provide for the continued operation and existence of such utility conduit, pipe and utility lines.

2.1.2 Declarant hereby grants, reserves, and establishes non-exclusive easements over, under, and through each and every Lot (excluding the actual location of the dwelling unit thereon) within the Community as necessary for the installation, operation and maintenance of underground utility conduits and lines for the sole purpose of providing utilities to such Lots.

2.1.3 Easements for installation and maintenance of utilities, sewer pipelines and facilities and drainage facilities over each of the Lots, and all pipelines and other facilities located and to be located in said easements, are reserved where such facilities are installed and as may be shown on the recorded Maps of the Community. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or a utility is responsible. In addition, all sewer pipelines and other sewer facilities located or to be located within public roads, streets and highways abutting each of the Lots are reserved.

2.1.4 Each Lot which obtains electrical power, or other utility service through an underground utility conduit, pipe or line located within an easement of another Lot or Lots, is hereby granted and shall have the benefit of a non-exclusive easement through and under such Lot or Lots for the installation, operation and maintenance of such conduit, pipe and the utility lines therein, subject to the restrictions hereinafter set forth.

2.1.5 Each Lot containing an easement within which there lies an underground utility conduit, pipe and utility lines are hereby declared to be, and shall be conveyed subject to, a non-exclusive easement by reservation for the benefit of the Lot or Lots serviced by such conduit, pipe and the utility lines therein, subject to the restrictions hereinafter set forth.

2.1.6 Said easements granted and reserved shall include incidental rights of installation, maintenance, repair and access, except that repair and replacement of the utility lines within any such conduit or pipe shall be performed with as little inconvenience and interruption of the Lot as reasonably and commercially feasible.

Section 2.2. Drainage Easements. Each Owner whose Lot is served by a yard drain for surface water runoff and/or the drainage line that crosses any adjacent Lot(s) is hereby granted a nonexclusive, perpetual easement, for the benefit of such Lot, on, over, under, along, through and across such adjacent Lot(s) for the purpose of constructing, maintaining, inspecting and repairing such drainage line.

Declarant expressly reserves, for its benefit and the benefit of each Owner of a Lot, nonexclusive easements on, over, across and through all Lots for surface water drainage and for the construction, installation, inspection, maintenance, repair and replacement of drainage lines

and improvements, and subdrain lines, access ports, and the like, wherever same may be located, in accordance with the provisions of this Declaration. Such easements over such portions of each Lot shall be appurtenant to, binding upon, and shall pass with the title to, every Lot conveyed.

Section 2.3. Encroachment Easement. Each Owner within the Community is hereby granted an easement over all adjoining Lots for the purpose of accommodating any minor encroachment, due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhang, architectural or other appendages for so long as any such encroachment continues to exist.

Section 2.4. Views. There are no express or implied easements whatsoever appurtenant to any Lot for view purposes, or for the passage of light and air across any other Lot, or any property not within the Community, regardless of whether such Lot is owned by Declarant. In addition, no Owner shall have any right to the protection of any view that may exist at any time from such Owner's Lot across any other Lot. Each Owner, by accepting a deed to a Lot, hereby expressly acknowledges and agrees that any view which Owner's Lot may enjoy as of the date of purchase may be impaired or obstructed by the installation of trees, other landscaping or other types of barriers (both natural and artificial), the growth of landscaping, the construction or installation of improvements in the Community and/or any adjoining property, and each Owner hereby expressly consents to any such obstruction. Declarant makes no assurance whatsoever concerning the impact on views of any construction of improvements by anyone after completion of Declarant's original construction, whether such construction is constructed on in the Community or on property contiguous to the Community.

Section 2.5. Fences and/or Walls. Each Owner shall maintain fences and/or walls along the perimeters of such Owner's Lot in conformance with the requirements of the County, unless otherwise indicated herein. The cost of maintenance, repair, or replacement of the fences and/or walls shall be borne by the Owner thereof, unless otherwise indicated herein, except that the cost of maintenance, repair, or replacement for fences and/or walls which straddle boundary lines of adjoining Lots shall be borne equally by such adjoining Lots as required by California Civil Code Section 841.

Section 2.6. Dedicated Easements. Declarant has dedicated various easements on, over, under and across portions of the Lots to any and all public uses, as shown and described on the recorded Maps of the Community.

ARTICLE 3 USE RESTRICTIONS AND OBLIGATIONS OF OWNERS

Section 3.1. Leasing of Lots. If leasing is permitted under the terms of Owner's Purchase Agreement, the following restrictions will apply: (i) Owner will not be permitted to rent or lease Owner's Lot for transient or hotel purposes, or for a period of less than thirty (30) days; (ii) All rental and lease agreements must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of the Declaration; and (iii) The lease must state that any failure by the tenant or lessee to comply with the terms of the Declaration constitutes a default

under the lease. Subject to the foregoing, Owner is permitted to lease the separate "mother-in-law" suite contained within the home separately from the rest of home.

Section 3.2. Landscaping of Lots. Unless landscaping is installed by Declarant, each Owner of a Lot shall, at the Owner's sole expense, comply with the following:

3.2.1 Install landscaping in the Owner's front and side yards that are visible from the street within one hundred eighty (180) days from the close of escrow of the Owner's Lot;

3.2.2 Install landscaping in the rear yard, if any portion of the Owner's rear yard is visible from the ground level of any adjacent street, within one (1) year of the close of escrow of the Owner's Lot.

Section 3.3. General Maintenance of Lots. Each Owner of a Lot shall cause the landscaping, perimeter block walls, trees, grass, hedges, shrubs vines, mass plantings, bio-swale including landscaping and drain outlets between the curb and sidewalk, front and side yards and slope areas on said Lot to be maintained in a neat and attractive condition, replacing any plant material which die or are otherwise destroyed with plant material of the same type as originally installed by Declarant. The landscaping on the outside of the block wall bordering the side yard must also be maintained in a neat and attractive condition. No weeds, rubbish, debris, objects or materials of any kind, plants or seeds infected with noxious insects or plant diseases, shall be placed, grown or permitted to accumulate on any portion of a Lot which renders such portion of the Lot unsanitary, unsightly, offensive or detrimental to any Lot in the vicinity thereof, or to the occupants of any such Lot.

Section 3.4. Use Restrictions. In addition to all other covenants contained herein, the use and enjoyment of the Community and each Lot therein shall be subject to the following:

3.4.1 The residence on each Lot shall include an attached garage for not less than two (2) or three (3) automobile-size motor vehicles. No garage shall be used for storage purposes or any other purpose which would restrict the parking of the maximum number of automobiles or other motor vehicles for which such garage was designed, or for residential purposes. Garages are prohibited from being converted to residential use except for a model home sales office, and said space must be converted back to a garage once the sales office is vacated by Declarant. Subject to any and all applicable County ordinances, in the event that the occupant of a Lot has a number of vehicles which exceed the maximum capacity of the garage of such Lot, such excess number of vehicles may be parked in the driveway or the streets, subject to compliance with the applicable parking regulations imposed by the County.

3.4.2 No part of the Community shall ever be used or caused to be used directly, or indirectly, for any business, commercial, including auctions or similar events, manufacturing, mercantile, storing, vending or other such non-residential purposes, including any activity for which the provider is compensated or receives any consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license. However, Declarant, its successors or assigns, may use any Lot or Lots in the Community owned by Declarant for a model home site or sites and display and sales office until the last Lot has closed escrow by Declarant or twenty-five (25) years following the date of the sale

of the first Lot in the Community, whichever shall first occur. If Declarant, its successors or assigns, use a garage located on any Lot or Lots in the Community for a model home sales office, said space must be converted back to a garage once the sales office is vacated by Declarant, its successors or assign. The provisions of this Section shall not preclude professional and administrative occupations, or other reasonable business activity, which have no signs, sounds, smells or other external evidence thereof within the Community, for so long as such occupations are in conformance with the provisions of this Declaration, and all applicable governmental ordinances, are consistent with the residential character for the Community. The clientele of such activities may not visit or park automobiles or other vehicles in the Community.

3.4.3 No sign or billboard of any kind shall be displayed by any Owner on any portion of the Project or Lot, except one (1) sign of reasonable size, advertising that the particular Lot is for sale or rent, or except by Declarant in connection with initial sales of the Lots, during the sales period set forth in Section 3.4.2, hereinabove. No provision herein shall be read or construed to prohibit the posting or displaying of noncommercial signs, posters, flags, or banners on or in an Owner's separate Lot, as provided by California Civil Code Section 4705 and 4710.

3.4.4 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot within the Community.

3.4.5 No noxious or offensive activity shall be carried on (i) in any Lot, (ii) in any part of the Community, (iii) or on any public street abutting or visible from the Community; nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way obstruct or interfere with Owner's rights or quiet enjoyment of each Owner's respective Lot or which shall in any way increase the rate of insurance. All horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Lot or vehicle and its contents, are also prohibited. Noisy, unsightly, unusually painted or smoky vehicles, large power equipment and large power tools (excluding lawn mowers and other equipment used in connection with ordinary landscape maintenance), off-road motor vehicles or items which may unreasonably interfere with television or radio reception to any Lot and objects which create or emit loud noises or noxious odors may not be located, used or placed in the Community or on any public street abutting or visible from the Community unless placed and maintained entirely within a Lot and obscured from view. No plants or seeds infected with noxious insects or plant diseases may be brought upon, grown or maintained within the Community.

3.4.6 Except as hereinafter provided, only authorized vehicles shall be permitted within the Community.

3.4.6.1. The following vehicles are "*Authorized Vehicles*": standard passenger vehicles, including automobiles, passenger vans designed to accommodate ten (10) or fewer people, and motorcycles and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Authorized Vehicles may be parked in any portion of the

Community intended for the parking of motorized vehicles; however, no Owner may park a vehicle in a manner, which either restricts the passage of pedestrians or vehicles over garage areas, driveways, streets or sidewalks in the Community or extends beyond the limits of the space where the vehicle is parked. No automobile, boat or other motor vehicle repair shall be permitted within the Community except entirely within a garage, or in a side yard obscured from view behind a fence, within a Lot. Under no circumstances shall such vehicle repair be permitted on any street or driveway within the Community, except in the event of an emergency. No inoperative automobile shall be permitted to remain upon the Community unless placed and maintained entirely within a garage and obscured from the view of the adjoining Lots and streets. The foregoing restriction shall not be deemed to prevent washing and polishing of Authorized Vehicles, together with those activities normally incident and necessary to such washing and polishing. Owners shall keep their garage doors closed except when in use for ingress and egress, cleaning or maintenance of the garage area.

3.4.6.2. The following vehicles are "**Prohibited Vehicles**": (a) recreational vehicles (e.g., motorhomes, travel trailers, camper vans and boats), (b) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, and limousines), (c) buses or vans designed to accommodate more than ten (10) people, (d) vehicles having more than two (2) axles, (e) trailers, (f) inoperable vehicles or parts of vehicles, (g) aircraft, and (h) any other vehicles not classified as Authorized Vehicles. Prohibited Vehicles may not be parked, stored or kept within the Community unless placed and maintained entirely within a Lot within a parking area on such Lot designed for RV parking, or otherwise screened from view from the Community streets and other Lots. Prohibited Vehicles may not be parked on the front yards, on any street in, adjacent to or visible from the Community except for brief periods (less than 24 hours) for loading, unloading, making deliveries or emergency repairs. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle. Subject to the restriction on Prohibited Vehicles, all vehicles owned or operated by or in the control of an Owner or a resident on an Owner's Lot and kept in the Community must be parked in the assigned garage or RV parking space, if any, of that Owner to the extent of the space available. Owner's additional Authorized Vehicles may be parked in Owner's driveway, RV parking space, if any, and on streets in the Community, unless otherwise prohibited by this Declaration or the applicable laws of the County in which the Community lies. No repair, maintenance or restoration of any vehicle may be conducted within the Community except in an enclosed garage when the garage door is closed. However, these activities may not be undertaken as a business.

3.4.7 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that an Owner may maintain a reasonable number of dogs, cats, fish, reptiles, birds or other domesticated household pets, provided they are not kept, bred or maintained for any commercial purpose, nor in unreasonable numbers or sizes. Notwithstanding the foregoing, no animals, livestock, birds or poultry shall be kept within the Community, which result in any annoyance or are obnoxious to residents of the Community. Each person is liable for any unreasonable noise and for damage to person or property caused by any animals brought or kept within the Community by such person. Owners keeping pets shall leash and maintain all pets under control of such Owner and be accountable to the other Owners for the acts of such pets, and should any Owner be unable to control barking or other unreasonable noise or acts of Owner's pets which disturb Owner's neighbors, Owner shall be required to remove such pet from the

Community. Owners shall clean up and remove any animal waste such pet may deposit on the property of another Owner.

3.4.8 Windows may only be covered by drapes, shades, curtains, blinds or shutters. No Owner shall install window coverings made of tin or aluminum foil, newspapers, or other window coverings, which esthetically detract from the Community. Window tinting shall be non-reflective in nature and shall not adversely affect the aesthetics of the exterior of the dwelling. Plain white sheets are acceptable as temporary window coverings for a period of time not to exceed one hundred eighty (180) days from the close of escrow of the Owner's Lot.

3.4.9 Owners are prohibited from installing any antenna or satellite dish on the exterior of a residence for any purpose, except for an "Authorized Antenna." Outdoor locations permitted for Authorized Antennas shall be limited to those areas where the visibility thereof from the streets and from other Lots is minimized. An "Authorized Antenna" is which is one that is (a) designed to receive direct broadcast satellite service, including direct-to-home satellite service and that is one (1) meter or less in diameter, and, (b) that is designed to receive video programming service, including multichannel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, and that is one (1) meter or less in diameter, or (c) an antenna that is designed to receive television broadcast signals. Antenna towers or short-wave radio antennas extending higher than the roof are prohibited. Each Owner may maintain individual radio or television antennae systems if such system is not visible from other Lots provided that such system does not interfere with radio and television reception of other Owners within the Community.

3.4.10 Each Owner shall be responsible for obtaining all necessary permits and approvals from the County for the construction, installation, alteration or removal of building structures, walls, fences, patio covers and other structures and improvements on such Owner's Lot.

3.4.11 No individual water supply, sewage disposal or water softener system is permitted in any Lot, unless such system is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of any water district having jurisdiction and all other governmental authorities with jurisdiction. In no event shall any private wells be installed within the Community for purposes of exporting water off of the Lot where such well is located.

3.4.12 No Owner shall install any "window style" air conditioning unit in any structure within the Community, nor shall any person install any air conditioning unit upon the roof of any structure in the Community. Air conditioning compressors shall be located at ground level along side or behind the structure being serviced by such unit, in compliance with all applicable County regulations, and concealed for sound attenuation purposes and in order to obscure such unit from the view from Community streets.

3.4.13 Owners may repaint their homes, including trim, using any color palette without restriction. No amendment or restrictions may be adopted herein that restrict the ability of Owners to select the color palette used to repaint their home and/or trim.

3.4.14 No major appliances, including without limitation clothes washers, clothes dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area of any Lot, structure or improvement.

3.4.15 Except for in the backyards of a Lot, no exterior clotheslines or other outside clothes drying or airing facility shall be erected or maintained on the balcony, railing, awning, other part of a structure or building, or in any location where the same would be visible from any street or neighboring Lot.

3.4.16 All trash receptacles and containers, and containers for recyclable materials shall be stored behind fences and walls, or in the garage, and shall not be visible from the streets. Such containers shall be set out at curbside for a reasonable period of time on the day of collection, not to exceed twelve (12) hours before and after the scheduled collection hours.

3.4.17 Each Owner of a Lot has the responsibility and duty to maintain in a first-class condition the appearance and integrity of Owner's Lot, including, but not limited to, the perimeter block wall, all landscaping and slope areas. All structures and improvements within the Community shall at all times be maintained by their respective Owners in a clean, first-class and properly painted condition.

3.4.18 Each Owner of a Lot within the Community covenants for said Owner, said Owner's heirs, successors and assigns, that the said Owner will permit free access by Owners of adjacent or adjoining Lots, their agents and employees, to all slope areas or drainage ways located on Owner's Lot, which affect said adjacent or adjoining Lots, which access is essential for the maintenance or permanent stabilization of said slopes, or maintenance of the drainage facilities for Lots other than the Lot on which the slope or drainage way is located.

3.4.19 For the purposes hereof, "established drainage" is defined as the drainage, which occurred at the time the overall grading of the Community, and completed by Declarant. Each Owner of a Lot within the Community covenants for said Owner, said Owner's heirs, successors and assigns, that the aforementioned persons will not in any way, or at any time, interfere with the established drainage patterns or create erosion or sliding problems over said Owner's Lot from adjoining or other Lots within the Community, and that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over Owner's Lot.

3.4.20 Each Owner of a Lot within the Community shall, in accordance with Declarant's grading plan(s) on file with the County, maintain the structural integrity of any slopes within said Owner's Lot, including watering and planting of the slopes. Within slope areas, no structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope areas of each Lot and all improvements thereto shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or maintenance district is responsible. Declarant shall, for a period of two (2) years following sale and deed of any particular Lot, have the right but not the obligation to enter upon said Lot and alter or maintain the slope areas. An easement of reasonable

access for said purpose is hereby reserved to Declarant, and the purchaser, by the acceptance of a deed from Declarant, shall take title subject to such easement for said period of two (2) years.

3.4.21 Declarant is developing the Community in accordance with a water quality management plan ("*WQM Plan*") required by the California State Water Quality Control Board. The WQM Plan imposes requirements for the design, implementation and maintenance of Best Management Practices ("*BMPs*") to eliminate and/or mitigate all non-storm water discharges into storm drains during and after construction of the Community. Upon the close of escrow, Owners will be subject to the terms and conditions of the BMPs. All activities undertaken by Owner or Owner's agents, employees, sub-contractors or representatives, with respect to Owner's Lot must comply with the BMPs. The requirements of the BMPs include, but are not limited to, preventing run-off of soil, sand, sediment, oil, gasoline or other hydrocarbons, paint, fertilizers, pool chemicals, and other household chemicals into the storm drains located in the Community. For example, Owners must place sandbags around soil and sod when installing landscaping in order to prevent run-off into the storm drain. Also, when fertilizing or landscaping, Owners must take measures to prevent the over-watering of the landscaping to ensure that fertilizer and other lawn chemicals do not run into the storm drains. The WQM Plan also affirmatively obligates Owners to take immediate corrective action whenever there is a violation of the BMPs as to Owner's Lot. Penalties include significant fines that may be imposed against Owners for violation of the WQM Plan. For more specific information and literature, please contact the County.

3.4.22 To ensure proper maintenance of the Community, the Declarant shall have the right but not the obligation for a period of ten (10) years from the close of escrow for the sale of the last Lot in the Community to provide each Owner with reasonable maintenance recommendations and/or maintenance guidelines for such Owner's Lot and any updates thereto ("*Maintenance Manual*"). Each Owner shall maintain such Owner's Lot in accordance with the Maintenance Manual. The provisions of this Section shall not be amended without the prior written consent of Declarant.

3.4.23 Conveyance of a substantial number of the Lots is essential to the establishment and welfare of said Community as a residential community. In order that all work necessary to complete the Community and establish a substantially occupied residential community be completed as rapidly as possible, no Owner shall and nothing in this Declaration shall be understood or construed to:

3.4.23.1. Prevent Declarant, its contractor or subcontractors, from doing work on said Community or any part thereof whenever it determines such work to be reasonably necessary or advisable in connection with the completion of the Community; or

3.4.24 Prevent Declarant, or its representatives from erecting, constructing and maintaining on any part or parts of said property owned or controlled by Declarant, its contractors, or subcontractors, such structures, signs, displays or monuments as may be reasonably necessary for the conduct of its business of completing said work and establishing the Community as a residential community and disposing of the same by sale, lease, or otherwise.

ARTICLE 4
SCOPE OF ENFORCEMENT

Section 4.1. Enforcement. The limitations, restrictions, conditions and covenants set forth in this Declaration constitute a general scheme for (i) the maintenance, protection and enhancement of the aesthetic value of the Lots within the Community; and (ii) the benefit of all Owners. Said limitations, restrictions, conditions and covenants are and shall be covenants running with the land or equitable servitudes, as the case may be.

Section 4.2. Remedies. Remedies specified in this Declaration shall be deemed cumulative. Every act or omission whereby any covenant, restriction or condition in this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by Declarant, by the then Owner or Owners of any Lot within the Community. The Declarant, or any Owner shall have the right to enforce, by binding arbitration, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto. In the event of a dispute between any of the foregoing parties concerning the provisions of this Declaration or any amendments thereto, the issue shall, at the request of a party, be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). In the event of a referral to arbitration, the party initiating the arbitration will remit the fee to initiate the arbitration. The parties agree, however, that the costs of arbitration shall ultimately be borne and determined by the arbitrator. The arbitrator’s decision shall be binding and conclusive on all of the parties with respect to the resolution of the dispute and with respect to the payment of the costs of arbitration. The failure of Declarant or any Owner to enforce any of the covenants, restrictions or conditions contained herein shall not be deemed a waiver of the right to enforce the same thereafter or to enforce any other covenant, restriction or condition herein.

Section 4.3. Notice of Breach. Any of the foregoing to the contrary notwithstanding, no action to enforce this Declaration shall be instituted unless and until a written notice of such breach setting forth the facts of such breach has been delivered by certified mail to the Owner of such Lot.

Section 4.4. Disputes Relating to Enforcement of Governing Documents. In the event of a dispute between an Owner and another Owner, relating to the enforcement of this Declaration, the parties shall comply with the provisions of California Civil Code Section 5925, and following, prior to filing any civil action.

ARTICLE 5
MORTGAGEE PROTECTION

Section 5.1. Mortgagee Protection. No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any Mortgage on any Lot made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

ARTICLE 6 AMENDMENTS

Section 6.1. Amendment Vote. This Declaration may be amended only by an affirmative vote or written consent of not less than sixty seven percent (67%) of the Owners, and further, this amendment provision shall not be amended to allow amendments by vote of less than sixty seven percent (67%) of the Owners. The percentage of the voting power necessary to amend a specific provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under said provision.

Section 6.2. Effective Date of Amendment. From and after its effective date, each amendment made pursuant to the preceding paragraph shall be as effective as to all Lots within the Community, the Owners thereof and their successors in interest.

Section 6.3. Declarant's Right to Amend. Prior to the close of the first escrow for the sale of a Lot in the Community, this Declaration may be unilaterally amended by Declarant, its successors and assigns. Notwithstanding any other provision of this Article, but subject to Section 6.4 below, for so long as Declarant owns any portion of the Properties, Declarant may unilaterally amend this Declaration by recording an instrument in writing, signed by Declarant, without the consent of any other Owner, provided that such amendment is made to correct a typographical error or internal inconsistency herein, and such amendment does not adversely affect the interests of any Owner without such Owner's written consent, or in order to conform this Declaration to the requirements of the County of Riverside, the DRE, the United States Department of Veterans Affairs, FHA, FNMA, GNMA, FHLMC, or any other governmental entity.

Section 6.4. County Consent Required. Notwithstanding any other provision in this Declaration to the contrary, the following provisions shall apply: This Declaration shall not be terminated, 'substantially' amended, or property deannexed therefrom absent the prior written consent of the Assistant TLMA Director—Community Development of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered "substantial" if it affects the extent, usage, or maintenance of the "common area" established pursuant to this Declaration. There is no "common area" within the Community or otherwise established pursuant to this Declaration.

ARTICLE 7 DISPUTE MECHANISM

Section 7.1. Dispute Resolution. Any disputes between any Owner(s), the Declarant, or any director, officer, partner, employer, general contractor, subcontractor, material supplier, individual product manufacturer, design professional, consultant, or agent of the Declarant (collectively "***Declarant Parties***"), arising under this Declaration or relating to or arising out of the Community, shall be subject to the following provisions of this Section 7.1 and the following Sections 7.2, 7.3 and 7.4 and this Article.

Section 7.2. Construction Defect Disputes.

7.2.1 **Notice of Construction Claims Statute.** California Civil Code Section 895 *et seq.*, as hereafter amended ("***Construction Claims Statute***"), delineates standards for how various components of structures (as defined in the Construction Claims Statute), limits the time frames for bringing various claims against the builder, imposes an obligation on all Owners to follow Declarant's maintenance recommendations and schedules, or other applicable maintenance guidelines, and establishes a non-adversarial claims resolution procedure that must be followed by an Owner before the Owner can initiate an adversarial claim and proceed to mediation or binding arbitration, as described in Section 7.4 below. THE CONSTRUCTION CLAIMS STATUTE AFFECTS EACH OWNER'S LEGAL RIGHTS. OWNERS ARE ADVISED TO READ THE STATUTE CAREFULLY AND SEEK LEGAL ADVICE IF OWNER HAS ANY QUESTIONS REGARDING ITS AFFECT ON OWNER'S LEGAL RIGHTS. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 914, DECLARANT IS PERMITTED TO ELECT TO USE ALTERNATE CONTRACTUAL NON-ADVERSARIAL PROCEDURES INSTEAD OF USING THE STATUTORY PRE-LITIGATION PROCEDURES PROVIDED IN THE CONSTRUCTION CLAIMS STATUTE, AND DECLARANT HAS ELECTED TO USE ITS OWN CONTRACTUAL NON-ADVERSARIAL PROCEDURES AS PROVIDED BELOW.

7.2.1.1. **Obligation to Follow Maintenance Recommendations and Schedules.** All Owners are obligated by Section 907 of the California Construction Claims Statute to follow Declarant's maintenance recommendations and schedules, including the maintenance recommendations and schedules for manufactured products and appliances provided with such Owner's Lot, or any improvements thereon, as well as all commonly accepted maintenance practices (collectively, "***Maintenance Recommendations***"). Per Section 945.5 of the California Construction Claims Statute, failure to follow the Maintenance Recommendations may reduce or preclude Owner's right to recover damages relating to such Lot, which could have been prevented or mitigated had the Maintenance Recommendations been followed.

7.2.1.2. **Obligation to Retain Documents and Provide Copies to Successors.** All Owners, who originally purchased a Lot from Declarant were provided copies of certain documents in conjunction with the purchase of their Lot, including copies of this Declaration, maintenance recommendations from Declarant, maintenance recommendations for manufactured products or appliances included with the Lot, a limited warranty, claim forms, and other documentation relating to the Construction Claims Statute. All Owners are required by the Construction Claims Statute to retain these documents and provide copies of such documents to their successors in interest upon the sale or transfer of such Owner's Lot.

7.2.2 **Owners' Construction Defect Claims.** Prior to the commencement of any legal proceeding by any Owner against Declarant or any Declarant Party based upon a claim for defects in the design or construction of any Lot, Residence, or any improvements thereon, the Owner must first comply with the provisions of this paragraph. If at any time during the applicable time period(s) identified in the Construction Claims Statute, as such period may be extended by any applicable tolling statute or provision, or any shorter period as provided by applicable law, such Owner believes Declarant has violated any of the standards set forth in the Construction Claims Statute ("***Claimed Defect***"), which such Owner feels may be the responsibility of Declarant, such

Owner shall promptly notify Declarant's agent for notice of construction defect claims on file with the Secretary of State, whose name and address is: Lennar Corporation, 700 NW 107 Avenue, 4th Floor, Miami, FL 33172, attention General Counsel, in writing, with a copy to Declarant at 15131 Alton Parkway, Suite 365, Irvine, CA 92618, attention Litigation Counsel. Such notice shall be deemed a notice of intention to commence a legal proceeding and shall include: (a) a detailed description of the Claimed Defect, (b) the date upon which the Claimed Defect was first discovered, and (c) dates and times when Owner or Owner's agent will be available during ordinary business hours, so that service calls or inspections by Declarant can be scheduled. Declarant shall, in its sole discretion, be entitled to inspect the applicable property regarding the reported Claimed Defect and, within its sole discretion, shall be entitled to cure such Claimed Defect. Nothing contained in this Article shall obligate Declarant to perform any such inspection or repair, nor shall this Section be deemed to increase Declarant's legal obligations to Owner. Owner's written notice delivered to Declarant shall be a condition precedent to Owner's right to institute any legal proceeding and to proceed to mediation and binding arbitration as set forth Section 7.4 below, and Owner shall not pursue any other remedies available to it, at law or otherwise, including without limitation the filing of any legal proceeding or action, until Declarant has had the reasonable opportunity to inspect and cure the Claimed Defect. During the term of any written Limited Warranty provided to the original Owner of the Lot by Declarant, any conflict between the provisions of this Section and the Limited Warranty shall be resolved in favor of the Limited Warranty. Declarant shall not be liable for any general, special or consequential damage, cost, diminution in value or other loss which Owner may suffer as a result of any Claimed Defect in the Lot, which reasonably might have been avoided had Owner given Declarant the notice and opportunity to cure as described above within a reasonable time of discovering the Claimed Defect. Except as otherwise provided in the written Limited Warranty, if any, provided to Owner, nothing contained herein shall establish any contractual duty or obligation on the part of Declarant to repair, replace or cure any Claimed Defect. If an Owner sells or otherwise transfers ownership of such Owner's Lot to any other person during the applicable time period(s) identified in the Construction Claims Statute, as such period may be extended by any applicable tolling statute or provision, Owner covenants and agrees to give such other person written notice of these procedures by personal delivery. Owner's continuing obligation under this covenant shall be binding upon Owner and Owner's successors and assigns.

Section 7.3. Other Disputes. Any disputes involving matters other than a claimed violation of the Construction Claim Statute arising under this Declaration, or otherwise, between any Owner and Declarant or any Declarant Party shall be resolved in accordance with the alternate dispute resolution provisions of Section 7.4 below. Any person with a claim involving such other matters shall first notify each applicable Declarant Party in writing of such claim, which writing shall describe the nature of such claim and any proposed remedy ("*Claim Notice*"). Within a reasonable period after receipt of the Claim Notice, which period shall not exceed sixty (60) days, Declarant (and any applicable Declarant Parties) and the person(s) making the claim ("*Claimant(s)*") shall meet at a mutually acceptable place within or near the Community to discuss the Dispute claim. At such meeting or at such other mutually agreeable time, the Declarant (and any applicable Declarant Parties) and their respective representatives shall negotiate in good faith in an attempt to resolve the claim. Owner's written Claim Notice is a condition precedent to Owner's right to institute a legal proceeding and proceed to mediation and binding arbitration as set forth in Section 7.4 below.

Section 7.4. Alternate Dispute Resolution Procedures. The following procedures provide for resolution of disputes through mediation and binding arbitration. In either event, Declarant and each Owner of a Lot within the Community expressly acknowledge and accept that, by invoking or electing to participate in the procedure, they are waiving their respective rights to a jury trial.

7.4.1 Mediation and Arbitration. Subject to compliance with the provisions of Sections 7.1 through 7.3, to the extent applicable, it is the intention of Declarant, that, except as otherwise expressly provided herein, any and all disputes, shall be resolved by mediation, and if necessary, binding arbitration as provided herein. Accordingly, except as otherwise expressly provided in this Declaration, any dispute, between any Owner(s) and the Declarant, any Declarant Parties or other developer of the Community, or between any Owners with respect to interpretation of any of the provisions of this Declaration, or with respect to any alleged breach hereof, or with respect to any other claim related to a Lot, including, without limitation, any alleged latent or patent construction or design defect in the Community, any Lot or any part thereof, any alleged violation of the standards set forth in the Construction Claims Statute (collectively, a “*Dispute*”), shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by or in a court of law or equity. Any dispute (whether contract, warranty, tort, statutory or otherwise) not settled during mediation shall be submitted to binding arbitration within a reasonable time after such dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitation or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such dispute would be barred by the applicable statute of limitations or statute of repose. Notwithstanding any other provision of this Declaration, this Article shall not be amended without the written consent of Declarant.

7.4.2 Any and all mediations commenced under this Section shall be filed with and administered by the American Arbitration Association (“AAA”) or any successor thereto in accordance with AAA’s Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA’s Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

7.4.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA’s Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA’s Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any California State Court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000 or includes a

demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Arbitrators must base all awards in conformity with applicable rules of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all the parties.

7.4.4 The waiver or invalidity of any portion of this paragraph 7.4 shall not affect the validity or enforcement of the remaining portions of this paragraph 7.4. Any Dispute involving any Declarant Parties shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity, and may, at the Declarant Party's sole election, include its contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties to the mediation and arbitration, and be limited to the parties specified herein.

7.4.5 To the fullest extent permitted by applicable law, no finding or stipulation of fact, no conclusion of law and no arbitration award in any other arbitration, judicial or similar proceeding shall be given preclusive collateral estoppel effect in any arbitration hereunder unless there is a mutuality of parties. In addition, no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is a mutuality of parties.

7.4.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a Court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

7.4.7 Additional information concerning the Rules of the AAA are available at its website WWW.ADR.ORG or from the AAA at 335 Madison Avenue, New York, New York 10017.

7.4.8 Notwithstanding the requirements of arbitration stated in this Section, the person initiating mediation shall have the option, after pursuing mediation as provided herein, to seek relief in a Small Claims Court for Disputes or claims within the scope of the Court's jurisdiction in lieu of proceeding to arbitration. This decision does not apply to any appeal from a decision by a small claims court.

7.4.9 In any mediation involving a Declarant Party, the Declarant Party shall pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation).

Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

7.4.10 The fees for any claim pursued via arbitration in an amount of Ten Thousand Dollars (\$10,000.00) or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

7.4.11 . Notwithstanding the foregoing, if either party seeks injunctive relief, and not monetary damages, from a Court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate or arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief has been filed with a Court.

7.4.12 . The parties may bring claims against the other party only on an individual basis and not as a member in any purported class or representative action or collective proceeding. The arbitrator(s) may not consolidate or join claims regarding more than one property and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator(s) may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot be awarded on class-wide or mass-party basis or otherwise affect parties who are not a party to the arbitration. Nothing in the foregoing prevents a Declarant Party from exercising its right to include in the mediation and arbitration any other Declarant Party.

7.4.13 . Notwithstanding any other provision of this Section 7.4, as authorized by the *California Arbitration Act and Cable Connection, Inc. V. Directv, Inc.* (2008) 44 Cal.4th 1334, the arbitrator(s) shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a California Court of competent jurisdiction for any such error.

Section 7.5. Disputes Relating To Enforcement Of Governing Documents. In the event of a dispute between an Owner and another Owner, relating to the enforcement of this Declaration, the parties shall comply with the provisions of California Civil Code Sections 5900, 5925, and following, prior to filing of any civil action.

Section 7.6. California Civil Code Sections 6000-6150. Nothing contained herein shall be deemed a waiver or limitation of the provisions of California Civil Code Sections 6000-6150.

Section 7.7. Use of Damage Award Amounts. Any and all amounts awarded to a claimant on account of a claimed construction or design defect in the Community, or damage suffered as a result thereof, shall be expended by such claimant for the attorney fees and costs of the proceeding and the repair, rehabilitation, or remediation of the claimed defect or damage.

Section 7.8. Miscellaneous. Nothing in the Article shall constitute a waiver of any of the benefits of statute of limitations or equitable defense of any party. Notwithstanding any other

provision of this Declaration, this Article may not be amended without the prior written consent of the Declarant.

ARTICLE 8 GENERAL PROVISIONS

Section 8.1. Term and Extension of Declaration. The provisions of this Declaration shall run with the land and bind the Community, and shall inure to the benefit of and shall be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time the provisions of this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by at least sixty-seven percent (67%) of the then Owners of Lots in the Community, has been recorded within six (6) months of the anticipated termination date. The contents of such instrument shall contain the agreement to terminate this Declaration as it may be supplemented in whole or in part.

Section 8.2. Severability. In the event any limitation, restriction, condition, covenant or provision contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

Section 8.3. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the residential Community.

Section 8.4. Attorneys' Fees. In the event the Declarant or any Owner(s) should commence any legal or equitable proceeding, including judicial reference or binding arbitration, to enforce any of the provisions of this Declaration, the prevailing party, shall be entitled to have judgment against and recover from any defendant in such proceeding such attorney's fees (other than nominal) and costs as the court, judicial referee, arbitration panel or arbitrator may adjudge reasonable and proper.

Section 8.5. Termination of Declarant's Obligations. In the event Declarant shall convey all of its rights, title and interests in and to the Community to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

Section 8.6. Number, Gender. The singular shall include the plural and the plural the singular unless the context requires to the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

Section 8.7. Non-Liability of Declarant. Each Owner, by acceptance of a deed, shall be deemed to have agreed that Declarant shall have no liability whatsoever resulting from any term or provision thereof having been held to be unenforceable in whole or in part.

Section 8.8. Grantees Subject to this Declaration. Each grantee of a conveyance or purchaser under a contract or agreement of sale, by accepting the deed or contract of sale or agreement of purchase, accepts the same subject to all of the limitations, restrictions, conditions and covenants, and agreements set forth in this Declaration, and agrees to be bound by the same.

IN WITNESS WHEREOF, the undersigned, have hereunto executed this Declaration on this 31st day of August, 2020.

“DECLARANT”

LENNAR HOMES OF CALIFORNIA, INC.,
a California corporation

By: [Signature]
Name: Gregory Smith
Its: Vice President

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,)
) ss.
COUNTY OF Riverside)

On August 31, 2020, before me, Jodie Atha, Notary Public
(here insert name and title of the officer), personally appeared Gregory Smith,
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 Jodie Atha (Seal)

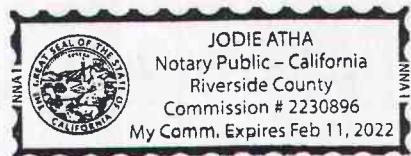


EXHIBIT "A"
THE PROPERTIES

In the County of Riverside, State of California:

LOTS 1 THROUGH 154, INCLUSIVE, OF TRACT NO. 37028, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED ON _____, 20__, IN BOOK ___, AT PAGES ___ THROUGH ___, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER.