

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



ITEM: 2.12
(ID # 15386)

MEETING DATE:
Tuesday, June 22, 2021

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 32185 a Schedule "A" Subdivision in the French Valley area.
District 3. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements for Final Tract Map 32185 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 32185.

ACTION: Consent


Mark Lancaster, Director of Transportation 6/14/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries 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: June 22, 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 32185 was approved by the Board of Supervisors on November 30, 2004 as Agenda Item 16.3. Tract Map 32185 is the sixth (6th) phase out of a total of six (6th) phases. Final Map 32185 is 41.72 acre subdivision creating 55 residential lots and 8 open space lots in the French Valley 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.

Beazer Homes Holding, LLC, desires 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 Harco National Insurance Company are as follows:

FSM32185 Onsite \$3,633,895 Bond #0791222 for the completion of road and drainage improvements.

FSM32185 Onsite \$211,500 Bond #0791222 for the completion of water improvements.

FSM32185 Onsite \$273,500 Bond #0791222 for the completion of sewer improvements.

FSM32185 Onsite \$98,085 Bond #0230587 for the completion of monumentation.

Additional Fiscal Information:

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

ATTACHMENTS:

FSM 32185 Vicinity Map

FSM 32185 Improvement Agreements

FSM 32185 Mylars

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



Jason Farin, Principal Management Analyst

6/15/2021



Gregory L. Priamos, Director County Counsel

6/15/2021

**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 Beazer Homes Holdings, LLC, 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 32185**, 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 **Three Million Six Hundred Thirty Three Thousand Eight Hundred Ninety Five and no/100 Dollars (\$3,633,895.00)**.

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.

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 Y. D. Kasso
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 November 24th 2020 before me, Carolina Iniguez, Notary Public
(insert name and title of the officer)

personally appeared Christopher P. Courtney,
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  (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 Beazer Homes Holdings, LLC, 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 32185**, 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 **Ninety Eight Thousand Eighty Five and no/100 Dollars (\$98,085.00)**.

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

Beazer Homes Holdings, LLC
310 Commerce, #150
Irvine, CA 92602
Attn: Chris Courtney

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

By Ch Cf

Print Name Christopher P. Courtney

Title Authorized Signatory - West Region

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 November 24th 2020 before me, Carolina Iniguez, Notary Public
(insert name and title of the officer)

personally appeared Christopher P. Courtney,
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 

(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 Beazer Homes Holdings, LLC, 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 32185**, 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 **Two Hundred Eleven Thousand Five Hundred and no/100 Dollars (\$211,500.00)**.

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 32185

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
Beazer Homes Holdings, LLC
310 Commerce, #150
IRVINE, CA 92602
Attn: Chris Courtney

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

By Chris Courtney

Print Name Christopher P. Courtney

Title Authorized Signatory - West Region

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 *Kecia R. Harper*
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 November 24th 2020 before me, Carolina Iniguez, Notary Public
(insert name and title of the officer)

personally appeared Christopher P. Courtney,
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 

(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 Beazer Homes Holdings, LLC, 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 32185**, 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 **Two Hundred Seventy Three Thousand Five Hundred and no/100 Dollars (\$273,500.00)**.

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 **32185**

Page 1

JUN 22 2021 2.12

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
Beazer Homes Holdings, LLC
310 Commerce, #150
Irvine, CA 92602
Attn: Chris Courtney

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

By *Ch Cf*
Print Name *Christopher P. Courtney*
Title *Authorized Signatory - West Region*

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 Yonellia Raso
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 November 24th 2020 before me, Carolina Iniguez, Notary Public
(insert name and title of the officer)

personally appeared Christopher P. Courtney
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  (Seal)



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

1. Work Order #

1. Page — of —

INSTRUCTIONS: Fax completed for [redacted] form to the Records Center with the records being transferred.

COB5
2.12

GENERAL INFORMATION					
3. DEPARTMENT Clerk of the		8. ORG.#		10. DATE 06/22/2021	
4. ORGANIZATION County of Riverside		9. ACCOUNT #		11. MEDIA CODE	
5. ADDRESS 4080 Lemon St., Room 127		12. NO. OF BOXES TRANSFERRED			
CITY Riverside, CA 92501		13. RECORDS TRANSFERRED BY: Sue Maxwell			
6. MAIL STOP 1010		7. Name PHONE # FAX# Sue Maxwell 951-955-1069 951-955-1071		14. RECORDS COORDINATOR (must be Authorized):	
15. BOX # (Temp)	16. DESCRIPTION OF RECORDS Must be the same as records series title on schedule	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Item No 2.12 Board Date: 06/22/2021				
	Final Tract Map No 32185 – District 3				
	Schedule "A" SEC 29 T6S R2W SBM				
	(with CC+Rs + Subdivision Guarantee)				
21. RECORDS RECEIVED BY: <i>Maricela Hurtado</i>			30. REMARKS		
22. TITLE <i>ACR Tech 1</i>		23. RECEIVED VIA:			
24. DATE RECEIVED:		25. TIME RECEIVED:			
26. BOXES VERIFIED BY:		27. DATE BOXES VERIFIED:			
28. NAME/DATE SCANNED TO HOLDING AREA:					
29. NAME/DATE SCANNED TO LOCATION:			RECEIVED RIVERSIDE COUNTY CLERK/BOARD OF SUPERVISORS 2021 JUN 23 AM 10:31		



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2021 JUN 16 PM 12:48

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

AGREEMENT/CONTRACT NO.:

REQUESTED BOARD DATE: 6/22/2021 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: 32185 (Schedule "A")

DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS.

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FSM32185 (TC-SU21)(DBF)
PROJECT MANAGER: DENNIS ODENBAUGH	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: DENNIS ODENBAUGH	EXTENSION:

FISCAL

AMOUNT: \$ (0)	CHANGE ORDER AMOUNT: \$
FUNDING SOURCE (S): Applicant Fees	FUNDING SOURCE(S):

ROUTING

SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):

THE FINAL TRACT MAP AND ONSITE AGREEMENTS ARE TO BE EXECUTED BY THE CHAIRWOMAN OF THE BOARD. THE COB RETAINS ONE ORIGINAL OF THE AGREEMENTS. THE 2ND ORIGINAL AND COPY ARE RETURNED TO TRANSPORTATION. THE FINAL TRACT MAP, DECLARATION OF RESTRICTIONS AND SUBDIVISION GUARANTEE ARE TO BE DELIVERED TO THE RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
15386			

6/22/21 2.12
2021-6-150288

IN UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 32185

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AND A PORTION OF PARCEL 2, OF PARCEL MAP NO. 13588, AS SHOWN BY MAP ON FILE IN BOOK 101, AT PAGES 17 AND 18, TOGETHER WITH A PORTION OF PARCEL 4 AND A PORTION OF PARCEL 5, OF PARCEL MAP NO. 9720, AS SHOWN BY MAP ON FILE IN BOOK 50, AT PAGES 32 THROUGH 34, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, ALSO LYING WITHIN A PORTION OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.B.M.

MAYERS & ASSOCIATES CIVIL ENGINEERING, INC. GERALD R. ANDERSON, L.S. 4400

IT

RE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION
IE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A
HAT WE CONSENT TO THE MAKING AND RECORDING OF THIS
WITHIN THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY
TED AS AN EASEMENT FOR PUBLIC PURPOSES. LOTS "A" THROUGH
N IS FOR STREET AND PUBLIC UTILITY PURPOSES.

ON OF LOT "H" (LEON ROAD), LOT "I" (WHISPER HEIGHTS PARKWAY),
LIOT ROAD) AND LOT "L" (RUFF ROAD). THE OWNERS OF LOTS 7, 28
GH 59 AND LOTS 61 THROUGH 65 INCLUSIVE, ABUTTING THIS
TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL
EXCEPTING ONE 20 FOOT WIDE ACCESS OPENING FOR LOT 59
RKWAY. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN
LL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART

GED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
ED WITHIN LOT 58, 60 AND 61 AS SHOWN HEREON. THE DEDICATION IS
OOD CONTROL FACILITIES.

BED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
WITHIN LOTS 58 AND 59, AS SHOWN HEREON. THE DEDICATION IS
MAINTENANCE OF DRAINAGE FACILITIES.

BED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
TION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF
TS 60 AND 61 INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS
CAPE MAINTENANCE PURPOSES.

BED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
TION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF
, 11 AND 40 THROUGH 55, INCLUSIVE, AS SHOWN HEREON. THE
PE MAINTENANCE PURPOSES.

BED BELOW IS DEDICATED IN FEE TO THE VALLEY-WIDE RECREATION
OF RIVERSIDE, STATE OF CALIFORNIA FOR OPEN SPACE PURPOSES:
TS 62 THROUGH 65.

BED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
LOT 59, AS SHOWN HEREON. THE DEDICATION IS FOR REGIONAL
F RIVERSIDE COUNTY REGIONAL PARKS AND OPEN SPACE DISTRICT.

BED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
LOTS 12 THROUGH 18, AS SHOWN HEREON. THE DEDICATION IS

BENEFICIARY

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS BENEFICIARY UNDER DEED OF TRUST RECORDED MAY 16,
2008, AS INSTRUMENT NO. 2008-0295821 AND AMENDED JANUARY 24, 2013 AS INSTRUMENT NO. 2013-0038883,
BOTH OF OFFICIAL RECORDS.

BY: FIRST AMERICAN TITLE INSURANCE COMPANY AS AUTHORIZED AGENT BY LIMITED POWER OF ATTORNEY
RECORDED NOVEMBER 12, 2019 AS DOC# 2019-0465048. OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

BY:

Jon H. Anderson
TITLE: *Authorized Agent*

**RIVERSIDE COUNTY REGIONAL PARKS AND OPEN-SPACE
DISTRICT, CERTIFICATE OF ACCEPTANCE**

THE RIVERSIDE COUNTY REGIONAL PARKS AND OPEN-SPACE DISTRICT HEREBY ACCEPTS THE DEDICATION OF
THE REGIONAL TRAIL EASEMENT, AS SHOWN HEREON, TO YEST TITLE IN THE DISTRICT ON BEHALF OF THE
PUBLIC FOR SAID PURPOSES, BUT THAT SAID REGIONAL TRAIL EASEMENT, SHALL NOT BECOME PART OF THE
DISTRICT'S MAINTAINED TRAIL SYSTEM.

Kyla Brown
BY: KYLA BROWN

DATE: 25 MAY 21

Gonzal Manner
BOARD SECRETARY OF THE EASTERN MUNICIPAL WATER DISTRICT
AND THE BOARD OF DIRECTORS THEREOF

VALLEY-WIDE RECREATION AND PARK DISTRICT

VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HEREBY
APPROVES THE TRACT MAP BUT DOES NOT NOW ACCEPT THE IRREVOCABLE OFFERS OF DEDICATION MADE
HEREON.

Dean Welter
BY: DEAN WELTER
TITLE: GENERAL MANAGER

DATE: 14 APR 2021

EASTERN MUNICIPAL WATER DISTRICT'S ACCEPTANCE STATEMENT

HEREBY STATE THE EASEMENTS DEDICATED ON THIS MAP TO THE EASTERN MUNICIPAL WATER DISTRICT ARE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UN
IN CONFORMANCE WITH THE REQUIREM
ORDINANCE AT THE REQUEST OF BEAZE
STATE THAT ALL THE MONUMENTS ARE
INDICATED, OR THAT THEY WILL BE SET
AGREEMENT FOR THE MAP, AND THAT T
THE SURVEY TO BE RETRACED, AND TH
CONDITIONALLY APPROVED TENTATIVE

DATED: April 14, 2021

Gerald R. Anderson
GERALD R. ANDERSON, L.S. 4400
LICENSE EXPIRES 9/30/21

COUNTY SURVEYOR'S STA

THIS MAP CONFORMS TO THE REQUIRE
ORDINANCES. I HEREBY STATE THAT TH
SUPERVISION AND FOUND TO BE SUBST
OF TRACT 32185 AS FILED, AMENDED AN
NOVEMBER 30, 2004, THE EXPIRATION D
THIS MAP IS TECHNICALLY CORRECT.

David L. McMillan
BY: DAVID L. McMILLAN, COUNTY SURVEYOR
L.S. 8488
LICENSE EXPIRES 12-31-2022

BOARD OF SUPERVISOR'S :

RIVERSIDE COUNTY REGIONAL PARKS AND OPEN-SPACE TRAIL EASEMENT CERTIFICATE OF ACCEPTANCE

RIVERSIDE COUNTY REGIONAL PARKS AND OPEN-SPACE DISTRICT HEREBY ACCEPTS THE DEDICATION OF REGIONAL TRAIL EASEMENT, AS SHOWN HEREON, TO VEST TITLE IN THE DISTRICT ON BEHALF OF THE COUNTY FOR SAID PURPOSES, BUT THAT SAID REGIONAL TRAIL EASEMENT SHALL NOT BECOME PART OF THE TRAILS MAINTAINED TRAIL SYSTEM.

[Signature]
SECRETARY OF THE EASTERN MUNICIPAL WATER DISTRICT
GENERAL MANAGER

DATE: 25 May 21

RIVERSIDE COUNTY REGIONAL PARKS AND OPEN-SPACE DISTRICT

WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HEREBY ACCEPTS THE TRACT MAP BUT DOES NOT NOW ACCEPT THE IRREVOCABLE OFFERS OF DEDICATION MADE

[Signature]
GENERAL MANAGER

DATE: 14 APR 2021

RIVERSIDE COUNTY REGIONAL PARKS AND OPEN-SPACE DISTRICT

STATE THE EASEMENTS DEDICATED ON THIS MAP TO THE EASTERN MUNICIPAL WATER DISTRICT ARE ACCEPTED AND THE DISTRICT CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED

[Signature]
SECRETARY OF THE EASTERN MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS THEREOF

DATE: 4/14/21

COMMENTS

IT TO SECTIONS 66436 AND 66499.20.2 OF SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

SECTION OF PARCELS 1 AND 2, TOGETHER WITH THAT PORTION OF LOTS "D", "E" AND "F" OF PM 13599 1/7-18, THAT PORTION OF PARCELS 4 (KODDEN RD.), 5 (KODDEN ROAD) AND 13 (KODDEN RD. AND PART M. 9720 P.M.B. 50/32-34, ALL DEDICATED ON SAID MAPS TO PUBLIC USE, FOR STREET AND PUBLIC PURPOSES, WITHIN THIS TRACT MAP.

FEES OF DRAINAGE

HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK / WARM SPRINGS VALLEY DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO SECTION 10.25 OF ORDINANCE 480 AND SECTION 66483, ET SEQ. OF THE GOVERNMENT CODE AND PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.

FURTHER GIVEN THAT PURSUANT TO SECTION 10.25 OF ORDINANCE 480, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE OPTION OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER OCCURS FIRST, AND THE OWNER OF EACH PARCEL, AT THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING PERMIT, THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

DAVID L. MCMILLAN, COUNTY SURVEYOR
GERALD R. ANDERSON, L.S. 4400
LICENSE EXPIRES 9/30/21

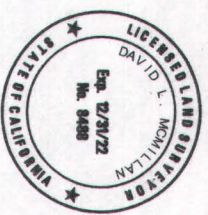


COUNTY SURVEYOR'S STATEMENT

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 32185 AS FILED, AMENDED AND APPROVED BY THE BOARD OF SUPERVISORS ON NOVEMBER 30, 2004, THE EXPIRATION DATE BEING NOVEMBER 11, 2021 AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

BY: *[Signature]*
DAVID L. MCMILLAN, COUNTY SURVEYOR
L.S. 9488
LICENSE EXPIRES 12-31-2022

DATE: 6-14-2021



BOARD OF SUPERVISORS STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON 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 OF DEDICATIONS MADE HEREON FOR THE STORM DRAIN EASEMENTS, ARE HEREBY NOT ACCEPTED.

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

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

DATE: June 22, 2021
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
By: *[Signature]*, DEPUTY

ATTEST:
KECIA HARPER
CLERK OF THE BOARD OF SUPERVISORS

BY: *[Signature]*
CHAIRMAN OF THE BOARD OF SUPERVISORS

RECORDING REQUESTED BY:

First American Title Company
Homebuilder Services Division

WHEN RECORDED MAIL TO:

First American Title Company
1250 Corona Pointe Ct., Suite 200
Corona, CA 92879

Order: 6321808

**TRACT MAP NO. 32185
SUBDIVISION GUARANTEE**

SUBDIVISION GUARANTEE

Fee: \$150.00
Tract Map No. 32185

First American Title Insurance Company
a corporation

GUARANTEES

The County of Riverside and any City within which said subdivision is located in a sum not exceeding \$10,000.00.

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

BEAZER HOMES HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR BY CONVERSION TO BEAZER HOMES HOLDINGS CORPORATIONS, A DELAWARE CORPORATION. (OWNER)

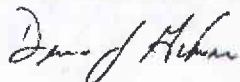
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS BENEFICIARY UNDER DEED OF TRUST RECORDED MAY 16, 2008, AS INSTRUMENT NO. 2008-0265821 AND AMENDED JANUARY 24, 2013 AS INSTRUMENT NO. 2013-0038583, BOTH OF OFFICIAL RECORDS.

The map hereinbefore referred to is a subdivision of:

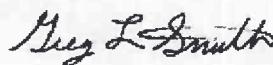
BEING A SUBDIVISION OF A PORTION OF PARCEL 1 AND A PORTION OF PARCEL 2, OF PARCEL MAP NO. 13599, AS SHOWN BY MAP ON FILE IN BOOK 101, AT PAGES 17 AND 18, TOGETHER WITH A PORTION OF PARCEL 4 AND A PORTION OF PARCEL 5, OF PARCEL MAP NO. 9720, AS SHOWN BY MAP ON FILE IN BOOK 50, AT PAGES 32 THROUGH 34, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, ALSO LYING WITHIN A PORTION OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.B.M.

Dated: 4/23/2021

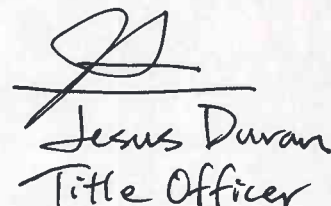
First American Title Insurance Company



Dennis J. Gilmore, President



Greg L. Smith, Secretary



Jesus Duran
Title Officer

Recorded at the Request of

And When Recorded Mail to:

Susan L. Daly
PROCOPIO, CORY, HARGREAVES &
SAVITCH, LLP
525 B Street, Suite 2200
San Diego, California 92101

**DECLARATION OF RESTRICTIONS
FOR
SUTTON RANCH**

NOTICE: ARTICLE VIII AND EXHIBIT "B" OF THIS DECLARATION REQUIRES THAT ANY SUBJECT DISPUTES BETWEEN DECLARANT AND AN OWNER BE RESOLVED BY THE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES SET FORTH IN ARTICLE VIII AND EXHIBIT "B". ARTICLE VIII AND EXHIBIT "B" ALSO CONTAIN A WAIVER OF JURY TRIAL WITH RESPECT TO ANY SUCH DISPUTES.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Susan L. Daly
PROCOPIO, CORY, HARGREAVES & SAVITCH LLP
525 B Street, Suite 2200
San Diego, California 92101

**DECLARATION OF RESTRICTIONS
FOR
SUTTON RANCH**

NOTICE: ARTICLE VIII AND EXHIBIT "B" OF THIS DECLARATION REQUIRES THAT ANY SUBJECT DISPUTES BETWEEN DECLARANT AND AN OWNER BE RESOLVED BY THE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES SET FORTH IN ARTICLE VIII AND EXHIBIT "B". ARTICLE VIII AND EXHIBIT "B" ALSO CONTAIN A WAIVER OF JURY TRIAL WITH RESPECT TO ANY SUCH DISPUTES.

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EXHIBITS

- EXHIBIT "A" Site Plan Depiction of Walls and Fences

- EXHIBIT "B" Notice of Election Under the Right to Repair Law and Binding Covenants [Re: Construction Defect Disputes (California CIVIL CODE Section 914 et seq.)]

**DECLARATION OF RESTRICTIONS
FOR
SUTTON RANCH**

THIS DECLARATION OF RESTRICTIONS FOR SUTTON RANCH is made this ____ day of _____, 2021, by BEAZER HOMES HOLDINGS, LLC, a Delaware limited liability company, successor by conversion to Beazer Homes Holdings Corp., a Delaware corporation (hereinafter called "Declarant") with reference to the following:

WITNESSETH:

A. **COVERED PROPERTY.** Declarant is the owner of that certain real property situated in the unincorporated area of the County of Riverside, State of California, which is more particularly described as:

Lots 1 through 55, inclusive, as per TRACT MAP NO. 32185, filed for Record in Book _____, Pages _____ through _____, inclusive, of Maps, in the County of Riverside, State of California ("Final Map"),

the "**Covered Property**".

B. **THE COMMUNITY.** The Covered Property is referred to as the "**Community**" and is subject to applicable governmental requirements. The overall Community is referred to as "**Sutton Ranch**". Declarant intends to build detached single-family homes within the Community. If fully developed consistent with current plans and applicable governmental requirements, approximately fifty-five (55) detached single-family residences located on Lots shown on the Final Map will be subject to this Declaration. No homeowners association is being established for the Community and the Community does not constitute a planned development or any other form of Common Interest Development as defined in California Civil Code Section 4175. Declarant reserves the right during the development of the Community to change the design, size, type and price of the homes to be built within the Community.

C. **INTERPRETATION OF DECLARATION.** In preparing this Declaration the law firm of PROCOPIO, CORY, HARGREAVES & SAVITCH LLP represented Declarant and not any Owner. For interpretation of this Declaration or for advice concerning it, Owners should contact their own legal advisor.

D. **SUCCESSOR STATUTES.** Any reference in this Declaration to a statute will be deemed a reference to any amended or successor statute.

E. **AIRPORT INFLUENCE ZONE.** The Covered Property is in close proximity to the French Valley Airport and lies within the boundaries of an airport influence area. Declarant, therefore, provides the following notice:

NOTICE OF AIRPORT IN VICINITY

The Covered Property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the Covered Property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibrations, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the Covered Property before you complete your purchase and determine whether they are acceptable to you.

F. **COMMON PLAN OF RESTRICTIONS; BINDING ON FUTURE OWNERS.** Before selling any portion of the Community, Declarant wishes to impose on all of the Community the following plan of covenants and restrictions.

NOW, THEREFORE, Declarant hereby certifies and declares and does hereby establish the following general plan for the protection and benefit of the Community and has fixed and does hereby fix the following protective covenants and restrictions upon each and every ownership interest in the Community, under which said covenants and restrictions, each ownership interest therein shall be hereafter held, used, occupied, leased, sold, encumbered, conveyed and/or transferred. Each and all of said covenants and restrictions are for the purpose of protecting the value and desirability of and shall inure to the benefit of the Community and shall run with and be binding upon and pass with the Community and each and every ownership interest therein and shall inure to the benefit of, apply to and bind the respective successors in title or interest of Declarant.

ARTICLE I DEFINITIONS

Section 1.1 **"Architectural Committee"** shall mean the committee formed pursuant to and further described in **Article VI**.

Section 1.2 **"Community"** shall mean and refer to that certain Covered Property described in **Recital A** of this Declaration. Any portion of the Community which is de-annexed from this Declaration shall not be deemed a part of the Community unless and until such area becomes re-annexed hereto.

Section 1.3 **"County"** shall mean and refer to the County of Riverside, California.

Section 1.4 **"Declarant"** shall mean and refer to BEAZER HOMES HOLDINGS, LLC, a Delaware limited liability company, successor by conversion to Beazer Homes Holdings Corp., a Delaware corporation. Declarant shall also refer to (i) the assigns of Declarant who are expressly assigned the rights of Declarant (any such assignment need not be of all of the rights of Declarant); (ii) successors of Declarant who become successors by operation of law or by exercise of the remedies under a mortgage, deed of trust or deed in lieu of foreclosure.

Section 1.5 **"Declaration"** shall mean and refer to this DECLARATION OF RESTRICTIONS FOR SUTTON RANCH, as it may from time to time be amended.

Section 1.6 **"Final Map"** shall mean and refer to the final map defined in **Recital A**.

Section 1.7 **"First Mortgagee"** shall mean and refer to any person who holds a Mortgage which is not inferior in priority to any other Mortgage.

Section 1.8 **"First Purchaser"** shall mean and refer to anyone other than a successive Declarant who purchases a Lot from Declarant.

Section 1.9 **"Improvements"** shall mean and include all construction, development, alteration, grading, landscaping, addition, excavation, modification, decoration, painting or reconstruction of any exterior improvement on a Lot, including, but not limited to, a dwelling unit, garage, patio cover, deck, fence or wall, landscaping or other yard improvements, walkways, driveways or parking areas, poles, signs, and exterior air conditioning and water softener fixtures or equipment.

Section 1.10 **"Lot"** shall mean and refer to any plot of land shown as a separate lot or parcel upon any recorded final map or parcel map of any portion of the Community. In the event the boundaries of any Lot are adjusted in compliance with the California Subdivision Map Act, then "Lot" shall refer to the Lot as so adjusted.

Section 1.11 **"Mortgage"** shall mean and refer to a deed of trust as well as a mortgage encumbering a Lot.

Section 1.12 "Mortgagee" shall mean and refer to the beneficiary of a deed of trust as well as the mortgagee of a mortgage encumbering a Lot.

Section 1.13 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Lot which is a part of the Community, including contract purchasers who have a possessory interest pursuant to their contract to purchase, and excluding contract sellers having such interest merely as security for the performance of an obligation.

Section 1.14 "Official Records" shall mean and refer to the Office of the Riverside County Recorder.

Section 1.15 "Solar Shade Act" shall mean and refer to the CALIFORNIA SOLAR SHADE CONTROL ACT (CALIFORNIA PUBLIC RESOURCE CODE SECTIONS 25980 et. seq.), as it may be amended from time to time.

Section 1.16 "Supplemental Declaration" shall mean those certain declarations of restrictions, or similar instruments, which may be recorded by Declarant without the consent of any Owner while Declarant owns any portion of the Covered Property to do any or all of the following: (i) make modifications or supplements to any areas designated for maintenance by any Owner; (ii) conform this Declaration or any previously recorded Supplemental Declaration(s) to any applicable Federal, State and local laws and regulations or any conditions of approval imposed by any governmental authority or federal agencies (to include, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration and the United States Department of Veteran Affairs); or (iii) make corrections to the provisions of this Declaration or previously recorded Supplemental Declaration(s).

ARTICLE II USE RESTRICTIONS

Section 2.1 Use of Lots. All Lots within the Community shall be improved and used solely for residential use except as provided in **Section 2.2**. No building or buildings shall be erected, constructed, altered or maintained on any Lot other than one (1) detached residence, together with customary ancillary structures, as permitted from time to time by applicable zoning ordinances and other governmental regulations. Notwithstanding the foregoing, an Accessory Dwelling Unit ("**ADU**") required to be allowed, approved and permitted for such use by the County and all applicable laws (including compliance with applicable parking requirements), subject further to compliance with the applicable provisions of the Design Guidelines, shall be allowed.

No Owner shall permit anything to be done or kept on his or her Lot or within the residence located thereon which would be in violation of any law. No obnoxious or offensive activity shall be carried on in any residence on a Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

Section 2.2 Business or Commercial Activity. No Lot shall be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other non-residential purposes; except Lots may be used for model home sites, construction offices, a design center, and display and sales office purposes during the construction and sales period by Declarant. The provisions of this Section shall not preclude an Owner from maintaining a home-office and conducting business activities therefrom on the following conditions: (a) there is not external evidence of such activity; (b) such activities are conducted in conformance with all applicable government ordinances; (c) the patrons or clientele of such activities do not visit the Lot or park automobiles or other vehicles within the Community; (d) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Lot; and (e) such activities are consistent with the residential character of the Community and conform with the provisions of this Declaration.

Section 2.3 Alteration of Residences; County's Enhanced Exterior Elevation Requirements; Diligence in Construction Required. In the event that the exterior of any residence on a Lot needs to be repaired or remodeled, it shall be repaired or remodeled in a manner which is identical or substantially similar to the exterior of the residence at the time that the residence was conveyed from Declarant to the First Purchaser. **Notice is provided that the County requires enhanced exterior elevations on residences located on Lots 1, 6 through 11, inclusive and 40 through 55, inclusive of the Final Map.** Any alteration or rebuilding of the residences shall comply with the County's enhanced exterior elevation requirements, unless otherwise approved by the County. Any other Improvements permitted to be constructed within the Community shall conform with the general plan established by this Declaration and the aesthetic appearance of the Community. In the event that the exterior of any residence or fence, if installed by Declarant, needs to be painted, said residence or fence or wall shall be painted in a color identical or substantially similar to the original color of the residence at the time that the residence was conveyed from Declarant to the First Purchaser. The work of constructing and erecting any Improvements shall be prosecuted diligently from the commencement thereof, and the same shall be completed within a reasonable time. This Section shall not apply to any Improvements made by Declarant on any Lot.

Section 2.4 Solar Panels. Roof-mounted photovoltaic system consisting of solar panels are planned to be installed for the collection of solar energy.

(a) California Solar Shade Control Act. The Owners shall not engage in any activity that is prohibited by the SOLAR SHADE ACT, including, without limitation, the installation and/or maintenance of Improvements in violation of the SOLAR SHADE ACT. If there is a conflict between the SOLAR SHADE ACT and the restrictions set forth herein, the provisions that impose the greater restrictions on the shading of the Solar Panels shall control.

(b) Shading Restrictions. The provisions in this **Section 2.4(b)** are referred to in this Declaration as the "**Shading Restrictions**". Subject to **Section 2.4(c)**, Owners shall not allow any Improvement(s) to be installed or maintained within his or her Lot, which cast, or may at any time in the future, cast a shadow over greater than ten percent (10%) of a solar collector absorption area upon the solar collector surface at any one time between the hours of 10 a.m. and 2 p.m. local standard time ("**Prohibited Shading**"). Before constructing or installing any Improvements on the exterior of a residence within a Lot, the Owner of such Lot shall ensure all Improvements comply with the Shading Restrictions. In addition, each Owner shall comply with the architectural review and other requirements set forth in **Article VI** and in any governing document promulgated pursuant to the Declaration. No Owner shall plant any tree or other landscaping on any portion of such Owner's Lot that, at its generally-accepted mature height, will likely cause Prohibited Shading whether the solar panels are located on the Owner's Lot or on a neighboring Lot.

(c) Application of the Shading Restrictions.

(i) Solar Panels Installed by Declarant. If an Owner has Improvements which are causing shading on Lots being developed by Declarant, such improvements shall be subject to the Shading Restrictions and Declarant shall have the right to require such Improvements be removed at the sole cost of the Owner on whose Lot the Improvements are located. The Shading Restrictions are intended to apply, control and be enforceable regardless of the fact that the Architectural Committee or an applicable local governmental agency has issued an approval, authorization or permit for the improvement causing the Prohibited Shading. The effect of the restrictions set forth in this **Section 2.4(c)** is that an Owner may be required to remove Improvements installed on such Owner's Lot prior to the conveyance of neighboring Lots by Declarant. The removal of such Improvements would be performed at the sole cost and expense of such Owner.

(ii) Non-Applicable to Declarant Installed improvements. These Shading Restrictions, other than those required by the SOLAR SHADE ACT, do not apply to shading caused by the Lot or any other Improvements constructed or installed by Declarant within the Community, whenever such Declarant-installed Improvements are constructed.

(d) Maintenance Requirements. Each Owner shall continually prune, cut back and otherwise limit the height and fullness of trees, shrubs, and other landscaping located within the Lot owned or required to be maintained by the respective Owner to prevent Prohibited Shading within the Community.

(e) Impact of Shading Restrictions. The Shading Restrictions mean that the dimensions of some Lots may not accommodate (a) the planting of any trees, or the planting of medium or large trees, in the yard area of the Lot, and/or (b) the growth of trees and shrubs to mature heights. For example, the planting of shade trees may be prohibited as a result of the restriction against Prohibited Shading. Also, the Shading Restrictions may have the foregoing impacts on Lots within the Community on which no solar panels are installed or constructed. **Each Owner within the Community must carefully review and comply with the Shading Restrictions in connection with the planting of all improvements in the vicinity of solar panels that might be impacted by such improvements.**

(f) Tree Selection. Once the planned height and location of trees has been determined, the Owner in making any selection of trees to be planted on his or her respective Lot shall select a tree species that has the appropriate mature height restriction.

(g) No Restriction on Adjacent Property. In some cases the Lots may be adjacent to other real property that is not encumbered by this Declaration, similar prohibited shading covenants, or similar prohibitions against shading imposed by law. In such cases, adjacent real property might not be restricted from causing Prohibited Shading of solar panels installed on one or more of the Lots. While the provisions of this Declaration may not apply to such adjacent property, all applicable laws including without limitation the SOLAR SHADE ACT, will apply.

(h) No Review of improvements. The Architectural Committee shall not have any obligation to review plans and specifications to ensure that any proposed landscaping or other improvement complies with the Shading Restrictions set forth herein. It shall be the sole and absolute responsibility of Owner to confirm that any proposed improvements are constructed in accordance with the requirements set forth herein.

Section 2.5 Parking and Vehicular Restrictions.

(a) Prohibited Vehicles. No "**Prohibited Vehicles**" (as defined herein) shall be parked, stored or kept on any Lot except wholly within an enclosed garage, and then only if the garage door is capable of being fully closed. A Prohibited Vehicle is defined as: any commercial type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck); any inoperable vehicle or any other similar vehicle; or any vehicle or vehicular equipment, mobile or otherwise, constituting a nuisance. Prohibited Vehicles shall not be allowed in any driveway or other exposed parking areas, except for the purposes of loading, unloading, making deliveries or emergency repairs ("**Transitory Use**"), provided that no Transitory Use shall extend over more than twenty four (24) hours during any seven (7) consecutive days.

(b) Recreational Vehicles. "**Recreational Vehicles**" is defined as: any recreational vehicle (including, but not limited to, any camper unit, house/car or motor home), or any bus, trailer, trailer coach, camp trailer, boat, aircraft or mobile home. Owners shall be permitted to park, store and keep Recreational Vehicles within the side yard or rear yard of such Owner's Lot provided that the Recreational Vehicle is screened from view from the public street and neighboring Lots within the Community. Declarant reserves the right to designate at its sole discretion, certain Lots as "RV Designated Lots".

(c) Garages and Other Parking Areas. Garages or other parking areas shall be used only for parking vehicles (including Recreational Vehicles and Prohibited Vehicles); provided, however, if an Owner has fewer vehicles than the garage will accommodate, the extra space in the garage may be used for temporary storage. No garage shall be used as an habitual living area; provided, however, an Owner of a residence with a garage which provides for parking of more than two (2) vehicles may convert

his or her additional parking space(s) in the garage into an habitual living area which is a part of the residence on the Lot subject to: (i) County Code requirements and the prior approval of the County, if required; and (ii) at least two (2) parking spaces remaining within the garage. Notwithstanding the foregoing, such prohibition on the conversion of a garage to a habitual living area shall not apply to a conversion specifically required to be allowed, approved and permitted for such use by the County and all applicable laws (including compliance with applicable parking requirements), subject further to compliance with the applicable provisions of the Design Guidelines. Except as otherwise provided herein, there shall be no parking in the driveways if the Owner's garage is not being utilized to the maximum designed capacity for the parking of vehicles, or if to do so obstructs free traffic flow, constitutes a nuisance or otherwise creates a safety hazard. There shall be no parking on the lawn of any Lot. No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited within the Community.

(d) Garage Doors. Notice is provided that the County requires all garage doors within the Community to be automatic roll-up garage doors and at least twenty-five percent (25%) of the garage doors to include windows. If Declarant installed a garage door with windows, the Owner may not replace the garage door without windows. All replacement garage doors shall be automatic roll-up garage doors. Garage doors shall be kept closed at all times, except as reasonably required for ingress to and egress from the interiors of the garages.

(e) Repairs. No repairs or restorations of any vehicle or equipment shall be conducted upon any Lot or elsewhere within the Community, except (i) wholly within an enclosed garage or (ii) within a fenced yard where activities are not visible from any street; provided, however, that such activity is not undertaken as a business, and provided further that such activity may be prohibited entirely if it constitutes a nuisance.

(f) Public Streets. Notice is provided that all streets within the Community are public and shall be subject to all applicable laws, statutes, ordinances and regulations of the County. The County shall have the right, but not the obligation, to enforce the "no parking" restrictions required by the County. Pursuant to County requirements, no RV parking is permitted on the public streets.

These restrictions shall not be interpreted in a manner which would permit any activity which would be contrary to any ordinance of the County, or other governmental agency having jurisdiction over the Community.

Section 2.6 No Signs. No commercial sign, poster, billboard, advertising device or other display of any kind shall be displayed to the public view except (i) such signs as may be used by Declarant in connection with the development of the Community and the sale or leasing of Lots, (ii) one sign on each Lot advertising the Lot for sale or lease provided the sign is of customary and reasonable dimensions and (iii) one sign on each Lot referring to an Owner's security system, if any, provided the sign is of customary and reasonable dimensions. All signs and the maintenance thereof shall conform to the County Sign Ordinances and Regulations.

Section 2.7 Flags. An Owner may display the flag of the United States, as defined by subdivision (b) of Section 434.5 of the California GOVERNMENT CODE within such Owner's Lot, in a location reasonably approved by the Architectural Committee. For purposes of this paragraph, "displaying the flag of the United States" means a flag of the United States made of fabric, cloth or paper displayed from a staff or pole or in a window, and does not mean a depiction or emblem of the flag of the United States made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any similar building, landscaping, or decorative component. The Architectural Committee may impose conditions to the approval of the location of the flag. However, in considering whether to approve a location or to impose requirements on such approval, the Architectural Committee shall comply with California CIVIL CODE Section 4705.

Section 2.8 No Mining or Drilling. No portion of the Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 2.9 Animals. No animals, fowl, poultry, fish, reptiles or insects of any kind shall be raised, bred or kept on any Lot, except for dogs, cats, fish, tropical birds or such other typical household pets; provided that such pets are not kept, bred or maintained for any commercial purpose nor in unreasonable quantities nor in violation of any applicable law or ordinance. A "reasonable number" as used in this Section shall ordinarily include no more than an aggregate of three (3) dogs and cats per household; provided, however, a reasonable number in any instance may be more or less depending on whether the pets constitute a nuisance to other Owners. Each and every dog and cat must carry an identification tag which contains the address of the Owner of the animal. No animal shall be maintained on any Lot which constitutes a nuisance to other Owners of Lots. Animals belonging to Owners, occupants or their licensees, tenants or invitees must be either kept within the enclosure, an enclosed yard, or on a leash being held by a person capable of controlling the animal. Furthermore, to the extent permitted by law, an Owner shall be liable to each and all Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Community by such an Owner or by members of his or her family, his or her tenants or his or her guests; and it shall be the duty and responsibility of each Owner to clean up any excrement or other unclean or unsanitary condition caused by such Owner's animal within the Community.

Section 2.10 No Nuisance. No Lot or residence located thereon shall be used in such manner as unreasonably to obstruct or interfere with the residential use of other Lots, nor in such manner as unreasonably to annoy the occupants of residences located on other Lots by unreasonable noises, offensive odors, noxious or offensive trade or activity, or otherwise. No external bells or horns shall be permitted on any Lot. Nothing herein stated shall disallow installation of an alarm system. Any Owner who has an alarm system installed shall use reasonable care to prevent false alarm occurrences.

Section 2.11 No Hazardous Activities. No activities shall be conducted on any Lot, and no Improvements shall be constructed on any Lot, which are or might be unsafe to any person or property.

Section 2.12 Weeds, Rubbish, Sanitary Containers, Etc.

(a) No rubbish, trash, garbage, refuse or other waste material shall be kept or permitted upon any Lot, except in sanitary containers, which must be stored in the garage or behind the side yard fence, concealed from view from any other Lot or any street within the Community. No odor shall be permitted to arise therefrom so as to render the Community or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Trash containers shall be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twenty four (24) hours) before and after scheduled trash collection hours.

(b) There shall be no exterior fires whatsoever within any Lot, except barbecues or fires contained within receptacles commercially designed therefor, in enclosed yards and located in such a manner that they do not create a fire hazard. No incinerators shall be kept or maintained within the Community.

(c) No clothing or household fabrics shall be hung, dried or aired within the Community in such a way as to be visible from any other portion of the Community, and no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on any portion of the Community, except within an enclosed structure or appropriately screened from view from any other portion of the Community.

Section 2.13 Leasing of Lots. Each Owner shall have the right to lease his or her Lot. Any such lease shall be subject in all respects to the provisions of this Declaration and any failure of the lessee to comply with the provisions of this Declaration shall constitute a default under the lease. No Owner may lease his or her Lot or Improvements thereon for hotel, motel, time share or transient purposes. Any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes. Leases of only a portion of a residence are not allowed except as stated otherwise in this Section. An Owner who rents his or her residence shall not occupy the residence during the term of the lease or rental agreement;

however, the Owner will be allowed to occupy his residence if not more than one bedroom is rented and that bedroom is occupied by only a single individual. No boarding house is permitted. Lease of a residence shall also include the garage. An Owner or tenant shall not lease the garage separately from the residence.

Section 2.14 No Further Subdivision. No Owner, excluding Declarant, shall further partition or subdivide a Lot within the Community; provided, however, that this provision shall not be construed to limit the right of an Owner to: (a) rent or lease his or her entire Lot; (b) sell his or her Lot; or (c) transfer or sell any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property.

Section 2.15 Drainage.

(a) There shall be no interference with the established surface drainage pattern over any Lot which affects any other portion of the Community, unless (i) an adequate alternative provision is made for proper drainage, and (ii) it is in accordance with all applicable governmental codes and ordinances. "**Established Drainage**" is defined as the surface and subsurface drainage which exists at the time the overall grading and landscaping of the Community is completed by Declarant pursuant to grading plans approved by the County. Established drainage refers to both surface and subsurface drainage, if any.

(b) There are created, granted and reserved non-exclusive easements appurtenant to each Lot in the Community for drainage according to the Established Drainage, as well as according to the actual, natural and existing patterns for drainage. Each Owner covenants and agrees that he or she shall not obstruct or otherwise interfere with any Established Drainage of water from adjacent Lots in the Community over his or her Lot or, in the alternative, that in the event it is necessary and essential to alter the Established Drainage for the protection and use of his or her Lot, he or she will make adequate provisions for proper drainage in accordance with the applicable governmental grading ordinance.

(c) No drainage shall be allowed from one Lot to another unless that drainage pattern is part of the Established Drainage pattern. The soil level of each Lot adjacent to a building shall be at least six (6) inches below the finished floor slab of the adjacent building.

(d) Any drainage ways and related Improvements located on a Lot (except for those drainage facilities for which a public authority or utility company is responsible) shall be maintained continuously by the Owner of the Lot in good working order and free and clear of obstructions.

Section 2.16 Slope Control, Use and Maintenance. Each Lot Owner will keep, maintain, water, plant and replant all slope banks located on the Owner's Lot to prevent erosion and control brush, to create an attractive appearance, and comply with all County requirements. Certain Lots with slope banks have landscaping and irrigation installed pursuant to County requirements for slope erosion control. Owners of Lots with installed landscaping and irrigation shall maintain the slope landscaping and irrigation pursuant to County requirements for slope erosion control purposes. No structure (including stairs, decks or terraces), planting or other material shall be placed or permitted to remain or other activities undertaken on any slope banks 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. No retaining wall, steps or deck or similar Improvement shall be placed within any slope without Architectural Committee approval.

Section 2.17 Access to Slopes and Drainage Ways. By acceptance of a deed to a Lot, each Owner agrees for himself or herself and his or her successors in interest to permit free access by Owners of other Lots to slopes or drainage ways (if any) located on his or her Lot that affect such other Lots, when such access is essential for the maintenance of permanent stabilization on such slopes or for the maintenance of such drainage ways for the protection or use of the other Lots.

Section 2.18 Installation of Landscaping and Irrigation System. The Owner shall install the yard landscaping and automatic irrigation system. The rear and side yard landscaping and automatic irrigation system shall be installed within six (6) months after the close of escrow for sale by Declarant of a Lot improved with a residence. The improvements to be installed shall be designed to prevent soil erosion from occurring. The landscape and irrigation plans shall not alter the Established Drainage unless alternate plans for drainage are made; provided, however, should the alternate plans for drainage affect the Established Drainage on another Lot, the Owner proposing the alternate plans must acquire the written consent of the Owner whose Lot is affected. Low water use irrigation systems are encouraged by the County.

Section 2.19 No Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the Community except with the approval of the Architectural Committee. This Section shall not apply to temporary structures which are reasonable and customary to facilitate construction activities on any Lot.

Section 2.20 Fencing and Walls. In the event any fencing or a wall within the Lot installed by Declarant requires replacement, the replacement fencing or wall shall be substantially identical to the fencing or wall being replaced. Any fencing installed on a Lot by Declarant is not intended to comply with any barrier requirements for installation of a pool or spa on the Lot. Should an Owner wish to install a pool or spa on his or her Lot and he or she has obtained both the County's approval and the County Health Department's approval for such Improvement, that Owner is responsible to install all fencing or walls required by law to be installed for the pool or spa.

Section 2.21 Outdoor Lighting. Outdoor lighting on a Lot shall be shaded and adjusted so the light falls only on the Lot on which the lighting is located and does not fall or reflect on other Lots. Subject to the County's approval, lighting may be installed and maintained for safety purposes. Outdoor lighting shall conform to County Ordinance No. 655.

Section 2.22 Street Grades, Cuts and Fills. Declarant reserves the right to make such cuts and fills as are necessary to grade the streets within the Community in accordance with such grades as the County or other political subdivision may establish, and the right to provide the necessary support and protection of streets so graded, including to slope upon abutting Lots.

Section 2.23 Window Coverings. No newspapers or metallic foil shall be placed on any window of a residence on a Lot, and no sheets shall be placed on any window of a residence of a Lot for a period in excess of six (6) months.

Section 2.24 Water Quality Protection.

(a) To protect the quality of our nation's waters, a number of Federal, State and local laws, ordinances, rules, regulations and orders prohibit the discharge of anything other than natural rain water into storm drain facilities. These governmental requirements include the Clean Water Act, the National Pollution Discharge Elimination System, orders and permits of the State Water Resources Control Board and the Regional Water Quality Control Board, the ordinances and regulations of the County. Each Owner shall comply with all such governmental requirements.

(b) Most discharges of anything other than natural rain water into storm drain facilities are unlawful and may result in significant penalties and fines. No Owner shall discharge or permit to be discharged (for example, by a contractor working for the Owner) any of the following into the streets or storm drain facilities: toxic or hazardous chemicals, hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinner, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, or other similar materials or pollutants.

(c) Each Owner shall comply with and cause their respective contractors to comply with all Federal, State and County requirements, and the requirements of any other applicable

governmental agency regarding the use, storage and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemicals. Owners should consult with the County or other governmental authorities, and their refuse hauler regarding the proper disposal of any toxic or hazardous materials.

(d) Each Owner, as to the Owner's Lot, shall ensure that any landscaping and construction materials brought into the Community by the Owner or his or her contractor shall be properly contained to prevent spillage into the streets or storm drain facilities. Should a spillage occur, the Owner shall (or cause the contractor responsible for the spill to) sweep the spilled material and place it in a container; it shall not be washed into any storm water curb drain inlet. Each Owner shall prevent erosion and the runoff of soil and other sediment from the Owner's Lot into the streets or storm drain facilities.

(e) No Owner shall remove any temporary devices installed by Declarant during construction of the Community to prevent the discharge of soil, sediment or other materials into any storm drain facilities.

(f) Each Owner shall indemnify, protect, defend and hold Declarant and the County harmless from any and all claims, liability, actions, penalties or damages (including attorneys' fees, experts' fees and costs of suit) arising from or attributable to the Owner's failure to comply with the requirements of this Section.

(g) Each Owner shall comply with all post-construction "**Best Management Practices**" as set forth in the "**California Storm Water Best Management Practices Handbook**".

(h) Until landscaping has been installed on a Lot and the landscaping is effective at substantially reducing runoff of siltation, the Owner of the Lot shall install sand bags or similar devices to limit siltation from his or her Lot from entering any storm drain facilities or street in compliance with the Clean Water Act and any applicable Best Management Practices.

Section 2.25 Address Markers. Pursuant to UNIFORM FIRE CODE Section 901.4.4, all address markers for a Lot be placed and maintained in such a position as to be plainly visible and legible from the street fronting the home. The street numbers on such markers shall be maintained in a manner to contrast with their background.

Section 2.26 Accessory Buildings. No accessory buildings shall be visible from the street side of the side yard of corner Lots. The finish of an accessory building must match the finish on the home. The County has imposed a maximum Lot coverage requirement for the Community. All Improvements to a Lot must strictly adhere to the maximum Lot coverage requirements and restrictions imposed by the County.

Section 2.27 Antennae, Satellite Dishes. There shall be no outside television or radio antennas, masts, satellite dishes or transmitter tower or facility constructed, installed or maintained in the Community for any purpose whatsoever without approval of the Architectural Committee, which approval may be subject to conditions imposed by the Architectural Committee. The Architectural Committee shall not impose any requirement which would violate Part 1 of Title 47 of the CODE OF FEDERAL REGULATIONS (pertaining to antennae) or other applicable laws or regulations.

Nothing herein stated shall be deemed to forbid the installation and use of temporary power or telephone services or other improvements if incident to the construction of improvements.

Section 2.28 Roof Mounted Equipment. Except for roof-mounted photovoltaic system installed pursuant to **Section 2.4** and **Article VI** and subject to any applicable County Ordinances, no roof mounted appliances, equipment, or installations of any kind shall be permitted on the roof without the approval of the Riverside County Planning Department.

Section 2.29 Post Tension Slabs. Each Owner hereby acknowledges that the concrete slab for Owner's Lot may be reinforced with a grid of steel cables which would be installed in the concrete and then tightened to create very high tension. This type of slab is commonly known as a "**Post Tension Slab**". Each Owner further acknowledges cutting into a Post Tension Slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the residence and/or personal injury. By accepting a grant deed to the Lot, and subject to confirmation by the Owner that his/her Lot was constructed with a Post Tension Slab, each such Owner hereby specifically covenants and agrees that:

- (a) He/she shall not cut into or otherwise tamper with the Post Tension Slab;
- (b) He/she shall not knowingly permit any other person to cut into or tamper with the Post Tension Slab so long as Owner owns any interest in the Lot;
- (c) He/she shall disclose the existence of the Post Tension Slab to any tenant, lessee, or grantee of the Lot; and
- (d) He/she shall indemnify and hold Declarant, and its respective officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses, or other liability (including attorneys' fees) arising from any breach of this Section.

Section 2.30 Sight Distance Corridors. The Owner of each affected Lot shall at all times comply with any sight distance corridor requirements which may be required by the County.

Section 2.31 Entry Monument. Notice is provided to the Owners of Lots that the Community entry monument is planned to be located on lot 56 of the Final Map along Sutton Ranch Place and Whisper Heights Parkway. The entry monument is planned to be maintained by Valley-Wide Recreation and Park District.

**ARTICLE III
ADDITIONAL EASEMENTS AND LICENSES**

Section 3.1 Encroachment Easement. Each Owner of a Lot is granted an easement over adjoining Lots for the purpose of accommodating encroachments due to design, construction, engineering errors, errors in construction, settlement or shifting of the building, roof overhangs, architectural or other appendants and drainage of water from roofs. There shall be easements for the maintenance of encroachments so long as they shall exist; provided, however, that no easement is created in favor of an Owner if the encroachment occurred due to the willful misconduct of the Owner. In the event a structure on any Lot is partially or totally destroyed and then rebuilt or repaired, the minor encroachments over adjoining Lots shall be permitted and there shall be easements for maintenance of encroachments so long as they shall exist.

Section 3.2 Easements for Clustered Mailbox. In order to comply with the various requirements of the County and the United States Postal Service, cluster mailboxes are planned for the Community. Easements are hereby created, granted and established on and over any Lot on which a cluster mailbox may be located ("**Affected Lot**") in favor of all Owners in the Community and the United States Postal Service for delivery and deposit and retrieval of mail. Each Owner shall have the right to effect repair, maintenance or replacement of the cluster mailbox subject to the terms provided herein; provided, however that if the cluster mailbox is located within a public right-of-way, the Owners' right of access to the public right-of-way to effect the repair, maintenance or replacement of the cluster mailbox shall be subject to any superior rights of the County. The cost of reasonable repair, maintenance and replacement of the cluster mailboxes shall be shared equally by all Owners; provided, however, an Owner shall be solely responsible to maintain, repair and replace any damage caused to any cluster mailbox by such Owner or the occupants, guests or invitees of the Owner's residence. Any Owner initiating the repair, maintenance or replacement of a cluster mailbox shall: (i) provide at least thirty (30) days' written notice to

the other Owners of such intended maintenance, repair and replacement and the estimated cost thereof as set forth in a bid for the work, and (ii) provide other Owners with an opportunity to obtain separate bids for the work to be completed. In the event of an emergency, an Owner may affect the repair, maintenance or replacement of the mailbox without the notice and bid requirements set forth in this Section.

Section 3.3 Easement to the County Affecting Lots 12 through 18, Inclusive of the Final Map. An access easement has been dedicated on the Final Map to the Riverside County Flood Control & Water Conservation District ("**District**") over portions of Lots 12 through 18, inclusive of the Final Map. The locations of the easement areas are shown on the Final Map. The easement provides the District access to maintain the Flood Control Facilities located on Lot 61 of the Final Map. The easement includes the right to maintain the access easement areas.

Section 3.4 Easement to Valley-Wide Recreation and Park District Affecting Lots 1, 7, 11 and 40 through 55, Inclusive of the Final Map. A landscape maintenance easement has been dedicated on the Final Map to Valley-Wide Recreation and Park District over portions of Lots 1, 7, 11 and 40 through 55, inclusive of the Final Map. The locations of the easement areas are shown on the Final Map. The easement is for landscape maintenance purposes and includes the right of access.

Section 3.5 Common Fences/Walls. There is created, established and granted an easement appurtenant to all Lots in the Community for the placement of any common fences/walls originally installed by Declarant, in the location where Declarant installed such fences/walls, regardless of whether the fences/walls are located precisely upon the boundary separating two (2) Lots. Those Owners who have a common fence/wall which adjoins their Lots and effectively creates the boundary line between the Lots shall equally have the right to use the fence/wall, and each shall have the exclusive right to the use and the obligations of maintenance of the interior surface of the fence/wall facing the Owner's residence subject to **Section 5.3**. Neither Owner shall drive nails, screws, bolts or other objects more than half way through any common fence/wall, or impair in any way the structural integrity of the common fence/wall. In the event that any portion of the common fence/wall, except the interior surface of one (1) side, is damaged from any cause other than the act or negligence of either party, it shall be replaced or rebuilt at their joint expense. In the event any portion of the common fence/wall is damaged by the Owner of only one of the Lots, that Owner shall, at its expense, be responsible for the repair of the damage to the fence/wall.

ARTICLE IV GOVERNMENTAL REQUIREMENTS

The Community and its use are subject to the jurisdiction of, and the ordinances, regulations and permits issued by, the County and all other governmental entities for the Community, including but not limited to (i) Riverside County LMS Conditions of Approval – Tract Map Tract # TR32185 and (ii) Riverside County Planning Department – Plot Plan No. 190092 Substantial Conformance No. 2 -FSPD for TR32185. Each Owner shall comply with these and all other applicable governmental requirements.

ARTICLE V MAINTENANCE RESPONSIBILITIES

Section 5.1 In General. Each Owner shall keep and maintain in good repair and appearance all portions of his or her Lot any Improvements thereon which may include, without limitation, his or her residence and any private drainage system, irrigation system, fence and/or wall, brow ditch which are located within his or her Lot (other than any portion of his or her Lot the maintenance of which is the responsibility of the County or a public utility company) and any backflow preventers. It is currently contemplated that some, but not all of the Lots will have backflow preventers. In addition, each Owner shall maintain his or her Lot in accordance with all applicable requirements of the County. No Improvement within the Community shall be permitted to fall into disrepair.

Section 5.2 Landscaping. The Owner of each Lot shall water, weed, maintain and care for the landscaping located on his or her Lot so that the same presents a neat and attractive appearance at all times; except, however, an Owner shall not be responsible to maintain any parkways that have been

annexed into either a landscape maintenance district, communities facilities district or other special district. All trees, hedges and other plant materials located within the Lot shall be trimmed by the Owner of such Lot so they do not create a nuisance. Each Owner shall maintain the landscaping on his or her Lot in accordance with all applicable requirements of the County.

Section 5.3 Walls and Fences.

(a) General Maintenance Obligation. Each Owner shall Maintain any fence or wall located in whole or in part within the Owner's Lot unless otherwise shown on **Exhibit "A"** to this Declaration.

(b) Interior Sideyard Walls and Fences. The interior surface area of a fence or wall located between two Lots shall be maintained by the respective Owners and the respective Owners shall share equitably in the cost of repairing or replacing the structure of any such fence or wall except for (i) damage caused by one such Owner. Should an Owner cause any damage to a fence or wall, such Owner shall be solely responsible to repair the same.

(c) Certain Fences/Walls shown on Exhibit "A". The structure and interior surface area of a fence or wall shown on **Exhibit "A"** shall be maintained by the Owner of the Lot on which the fence or wall is located. The exterior surface area of such fence or wall shall be maintained by the party identified on **Exhibit "A"**.

Section 5.4 Declarant's Maintenance Obligations. Prior to the conveyance of each Lot to a First Purchaser, Declarant shall be responsible for the Owner's maintenance obligations set forth in this **Article V** as to each such Lot.

Section 5.5 Homeowner Manual. Declarant may provide its First Purchasers with manuals ("**Homeowner Manual**") which outline Declarant's or manufacturers' recommended homeowner maintenance obligations and schedules.

(a) Each Owner who receives a Homeowner Manual shall provide the same to any purchaser or other transferee of his or her Lot.

(b) Each Owner, respectively, shall follow the recommendations set forth in the applicable Homeowner Manual provided by Declarant, as the same may be updated from time to time.

Section 5.6 Mold; Mildew. Each Owner, with respect to his or her Lot, shall take all reasonable and appropriate steps to prevent conditions that may cause mold or mildew to develop, including following any recommendations contained in the Homeowner Manual or in any applicable publications of the California Department of Health Services ("**DHS**") or the United States Environmental Protection Agency ("**EPA**"). As of the date of this Declaration, the EPA and DHS have Web sites containing information and publications regarding mold and other biological pollutants. For example, see "**Biological Pollutants in Your Home**" and "**Mold Resources**" on the EPA Web site (<http://www.epa.gov>); and "Indoor Air Quality Info Sheet: Mold in My Home: What Do I Do" on the DHS Web site (<http://www.dhs.ca.gov>). Each Owner, with respect to his or her Lot, shall make repairs or take necessary remedial action should mold or mildew develop on property it is to maintain.

Section 5.7 Owner Responsible for Damages if Failure to Maintain. Any Owner who fails to fulfill his or her maintenance obligations or to follow the recommended maintenance to his or her Lot set forth in a Homeowner Manual shall be responsible for any damage which results to his or her Lot and the Community.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 6.1 Architectural Committee. No Improvements or exterior changes to any Improvements shall be made to any Lot (including, but not limited to, construction, installation or alteration of any Lot pad, building or landscaping, installation of any patio cover, room addition, fencing or other improvements) until: the plans and specifications therefore showing the nature, design, kind, shape, height, width, color, materials and location have been submitted to and approved in writing by the Architectural Committee unless the Architectural Committee has categorically exempted the particular improvements from its review. The Architectural Committee shall consist of not less than three (3) nor more than five (5) persons. All members of the Architectural Committee may be appointed and replaced by Declarant until one hundred percent (100%) of the Lots planned for the Community have been conveyed by Declarant to First Purchasers. Thereafter, the members of the Architectural Committee may be appointed and replaced by the Owners within the Community. Architectural Committee members need not be Owners.

Section 6.2 Architectural Committee Approval. Persons submitting proposals or plans and specifications to the Architectural Committee (each person is referred to as the "**Applicant**") may obtain a dated, written receipt for such plans and specifications and furnish the Architectural Committee with the address to which communications from the Architectural Committee to the Applicant are to be directed. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, addition or other construction activity contemplated thereby in the locations indicated will not be detrimental to the appearance of the Community and surrounding Community as a whole, and that the appearance of any structure or other Improvement will be in harmony with the surrounding structures and Improvements. However, the Architectural Committee shall have the right from time to time to categorically exempt certain types of Improvements from review by the Architectural Committee. The Architectural Committee will not have jurisdiction to require removal of any Improvements which were exempt from Architectural Committee approval when installed. However, the Architectural Committee does have jurisdiction to approve or disapprove any changes to such Improvements or to require landscaping to be trimmed and/or thinned.

Section 6.3 Other Approvals. In addition to Architectural Committee approval, Improvements to a Lot may require a building permit, the County and other governmental entities.

Section 6.4 Approved Conditions. The Architectural Committee may condition its approval of proposals or plans and specifications on such changes thereto as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Architectural Committee may adopt, amend or supplement the Design Guidelines (defined below) (i) concerning design and materials standards, rules and guidelines for construction activities; (ii) setting forth procedures for the submission of plans for approval; (iii) requiring a reasonable fee ("**Review Fee**") payable to the Architectural Committee for any costs involved to accompany each application for approval; and (iv) specifying additional factors which it will take into consideration in reviewing submissions. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of plantings, exterior materials and colors. Until receipt by the Architectural Committee of all plans, specifications or other materials deemed necessary by the Architectural Committee, the Architectural Committee may postpone review of any plans submitted for approval.

Section 6.5 Notification. Decisions of the Architectural Committee and the reasons for decisions shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within forty five (45) days after receipt by the Architectural Committee of all materials required by the Architectural Committee ("**Review Period**"). Should the Applicant not have received a decision or a request for additional information or materials from the Architectural Committee before expiration of the Review Period, the application shall be deemed disapproved unless the Applicant submits to the Architectural Committee, within fifteen (15) days after expiration of the Review Period, a written request for decision ("**Request for Decision**"). The Architectural Committee shall have fifteen (15)

days after receipt of a Request for Decision in which to transmit its decision to the Applicant. If the Applicant has not received a decision from the Architectural Committee within fifteen (15) days after the Architectural Committee's receipt of a Request for Decision, the Applicant's application shall be deemed approved.

Section 6.6 Waiver. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 6.7 No Liability. Neither the Architectural Committee, nor any members of the Architectural Committee, nor their duly authorized representatives, shall be liable to any Applicant or Lot Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties, unless due to the willful misconduct of the Architectural Committee.

Section 6.8 Design Criteria. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration, addition or other construction activity on the basis of satisfaction of the Architectural Committee with the grading plan, location of the improvements on the Lot, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height, style, appropriateness of proposed improvements, effect on adjoining Lots, the materials to be used, the kinds, pitch or type of roof proposed, the planting, landscaping, size, height or location of vegetation on a Lot, and on the basis of aesthetic considerations and the overall benefit or detriment to the Community and surrounding Community generally which would result from such Improvement, alteration, addition or other construction activity. Although the Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color, schemes, exterior finishes and materials, and similar features, it shall not be responsible for reviewing, nor shall its approval of any plans or design be deemed approval of, any plan or design from the standpoint of adequacy of drainage, structural safety, view impacts or conformance with building or other codes. The Architectural Committee approval of any particular construction activity shall expire and the plans and specifications therefor shall be resubmitted for Architectural Committee approval if substantial work pursuant to the approved plans and specifications is not commenced within six (6) months after the Architectural Committee's approval of such construction activity. All construction activities shall be performed as promptly and as diligently as possible and shall be completed within such reasonable period of time specified by the Architectural Committee.

Section 6.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Article, including, without limitation, restrictions on height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be in writing and must be signed by at least a majority of the members of the Architectural Committee. The granting of a variance shall not operate to waive any of the terms and provisions of this Article for any purpose except as to the particular property and particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all laws and regulations of any governmental authority affecting the use of his Lot, including, but not limited to, zoning and building requirements of any governmental agency or entity having jurisdiction over the Lot.

Section 6.10 Design Guidelines. The Architectural Committee may adopt rules for the conduct of its affairs and design guidelines for construction activities ("**Design Guidelines**"). The Design Guidelines of the Architectural Committee may provide for the pre-approval of certain specified types or categories of construction activities, provided that such pre-approved construction activities are implemented by the affected Owner in conformance with the standards for design, materials and other criteria established in the Design Guidelines for such preapproved construction activities. The Architectural Committee may from time to time adopt, supplement or amend Design Guidelines to establish, expand, limit or otherwise modify the categories and criteria for any preapproved construction activities.

Section 6.11 Consultants. The Architectural Committee shall have the right to obtain the recommendations of consultants and rely on such recommendations in making its decisions pursuant to this Article.

Section 6.12 Consultant to the Architectural Committee. The Architectural Committee shall have the right to utilize a consultant ("ARC Consultant") and empower the ARC Consultant with the right to act on behalf of the Architectural Committee in approving, conditionally approving or disapproving application submitted pursuant to this Article; provided, however, any decision of an ARC Consultant may be appealed by the applicant to the full Architectural Committee by the applicant delivering written notice of appeal to the Architectural Committee within ten (10) days after the ARC Consultant's written decision is delivered to the applicant. Any appeal to the Architectural Committee shall be heard de novo by the Architectural Committee; provided, however, the Architectural Committee may consider and weigh the opinions of the ARC Consultant in the matter.

Section 6.13 Architectural Committee's Decision. The Architectural Committee shall comply with the procedural requirements set forth in California CIVIL CODE Section 4765. Among other things, Section 4765 requires that decision on any proposed work shall be in writing. Additionally, if a proposed change is disapproved by the Architectural Committee, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Architectural Committee (if applicable).

Section 6.14 Right of Entry. Architectural Committee members shall have the reasonable right to enter a yard of a Lot in order to fulfill their responsibilities under this Declaration or any Design Guidelines.

Section 6.15 Declarant Exemption. This Article shall not apply to, and the Architectural Committee shall have no authority or responsibility to review or approve any, Improvements made by Declarant on any Lot area.

ARTICLE VII RIGHTS OF LENDERS

Section 7.1 Priority of Lien of Mortgage. No breach of the covenants, conditions or restrictions herein contained shall affect, impair, defeat or render invalid the lien or charge of any first Mortgage made in good faith and for value encumbering any Lot, 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, with respect to a Lot.

Section 7.2 Curing Defaults. A Mortgagee who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which is non-curable or of a type which is not practical or feasible to cure.

ARTICLE VIII DISPUTE RESOLUTION

Section 8.1 Exempt Disputes. The provisions of **Section 8.3** do not apply to the following disputes between any Owner on the one hand and Declarant on the other hand.

(a) **Construction Defect Claims.** Certain construction defect disputes are exempt from the provisions of **Section 8.3**. In connection with the construction and sale of residences within the Covered Property, the Declarant has elected to be governed by, and obtain the benefits of, certain provisions of Title 7 of Part 2 of Division 2 of *California CIVIL CODE Sections 895 et seq.* ("**Right to Repair Law**") as set forth in the Notice of Election attached as **Exhibit "B"** to this Declaration ("**Election Notice**"). As set forth in the Notice of Election, disputes between any Owner, on the one hand, and the Declarant, on the other hand, that are within the purview of the Right to Repair Law or the Election Notice shall be exempt

from the provisions of **Section 8.3** and shall be resolved pursuant to the provisions and conditions set forth in, or incorporated by reference into, the Election Notice.

(b) Contract Claims. The procedures and requirements of **Section 8.3** shall not apply to any dispute or claim between an Owner on the one hand and Declarant on the other hand that is otherwise governed by a written contract (whether a purchase and sale agreement, a warranty agreement, or other contract or agreement) to which the disputing Owner and Declarant are parties and by which they are bound that contains express provisions for the resolution of the subject dispute, it being intended that this Declaration shall not supersede or replace any such agreed-upon procedure for resolving such a dispute.

Section 8.2 Owner Disputes; Election to Arbitrate. If there is a dispute (other than disputes involving Declarant) between two or more Owners ("**Disputing Owners**") concerning the enforcement or application of any of the limitations, easements, restrictions, conditions and/or covenants set forth in this Declaration, all Disputing Owners by unanimous consent shall be entitled to elect to resolve such dispute by arbitration in accordance with this **Section 8.2**.

(a) Owner's Arbitration Panel. The Disputing Owners may elect that the dispute be resolved by arbitration before a panel composed of three (3) Owners ("**Arbitration Panel**"). If there are only two (2) Disputing Owners, each such Owner shall select one (1) uninvolved Owner ("**Selected Owner**") to sit on the Arbitration Panel and the two (2) Selected Owners shall select a third uninvolved Owner to complete the Arbitration Panel. If there are more than two (2) Disputing Owners the Arbitration Panel shall be composed of two (2) uninvolved Owners selected by a majority of the Disputing Owners, and (1) uninvolved Owner selected by the two (2) Selected Owners. Within five (5) calendar days after selection of the Arbitration Panel, all Disputing Owners shall submit to the Arbitration Panel written consents (a) agreeing to be bound by the Arbitration Panel's determination regarding the dispute and (b) containing a statement of facts surrounding the dispute and issues to be resolved ("**Owner Consents**"). Within five (5) days after the Arbitration Panel receives the Owner Consents from all Disputing Owners, the Arbitration Panel shall deliver to all Disputing Owners a written summary of the facts and issues included in the Owner Consents, and any additional information, facts or statements deemed appropriate by the Arbitration Panel ("**Panel Notice**"). The Panel Notice shall also include a date which shall be no more than ten (10) calendar days after the date of the Panel Notice on which the Arbitration Panel shall conduct a hearing on the Dispute, and at which all interested parties shall have the opportunity to be heard. The foregoing Panel Notice requirement shall be deemed satisfied as to any Disputing Owner if the Disputing Owner attends the hearing. Within five (5) days following the hearing, the Panel shall meet to deliberate in good faith on a resolution of the Dispute, and within such time period shall deliver to each Disputing Owner a written statement as to the Arbitration Panel's decision.

(b) Arbitration Before JAMS. The Disputing Owners may elect in the alternative that the dispute be resolved by arbitration in accordance with the Commercial Arbitration Rules of the JAMS before an arbitrator(s) selected from the panels of the arbitrators of the JAMS. Any fees or costs in initiating arbitration which must be paid prior to such arbitration shall be borne equally by the Disputing Owners, provided, however, that all such costs or fees and all other costs of the arbitration, including without limitation, reasonable attorneys' fees, shall be borne by the Disputing Owners in such amounts and such proportions as shall be determined by the JAMS arbitrator(s).

(c) Effect of Arbitration. The decision of the Arbitration Panel or JAMS arbitrator(s), as applicable, shall be binding upon all Disputing Owners (except where the Arbitration Panel fails to act in good faith or acts arbitrarily or capriciously) and may, as long as not otherwise prohibited by applicable law, be entered as a judgment or order in any court of competent jurisdiction. The cost for the entry of such judgment shall be borne by the Disputing Owner or Owners that do not prevail in such arbitration. No members of the Arbitration Panel shall be entitled to any form of compensation for serving on the Arbitration Panel, nor shall they be reimbursed for any costs incurred in connection therewith, unless the amount and manner of allocation shall be agreed to in writing by all Disputing Owners.

Section 8.3 Other Disputes Involving Declarant Parties. Any other disputes arising under this Declaration, or otherwise, between or among the any Owner and Declarant or any Declarant party shall be resolved in accordance with the alternate dispute resolution provisions of **Section 8.4.**

Section 8.4 Resolution Disputes by Binding Arbitration. All Disputes involving Declarant shall be resolved by binding arbitration in accordance with the procedures set forth in this Section. It is the desire and the intention of the Declarant and Owners to agree upon a mechanism and procedure under which any controversy, breach or dispute between Declarant, and Declarant parties and an Owner pertaining to construction disputes will be resolved in a prompt and expeditious manner. The matter shall be submitted and resolved exclusively through binding arbitration in County, subject to the following claim resolution procedures:

(a) Applicable Rules. All arbitrations shall be conducted in accordance with procedures established by Judicial Arbitration and Mediation Services ("**JAMS**"), its successor, or any other entity offering arbitration services agreed to by the parties in effect at the time of the initiation of the arbitration.

(b) Applicability of Federal Arbitration Act. The binding arbitration procedures contained in this Section are implemented for the Community in accordance with the philosophy and intent of the Federal Arbitration Act (9 U.S.C. Section 1 et seq.) ("**FAA**"), which is designed to encourage the use of alternative methods of dispute resolution and avoid costly and potentially lengthy traditional court proceedings. The binding arbitration procedures in said Section are to be interpreted and enforced as authorized by the FAA. Parties interpreting this Section shall follow the federal court rulings, which provide among other things that: (1) the FAA is a congressional declaration of liberal federal policy favoring alternate dispute resolution notwithstanding substantive or procedural state policies or laws to the contrary; (2) alternate dispute resolution agreements are to be rigorously enforced by state courts; and (3) the scope of issues subject to alternate dispute resolution are to be interpreted in favor of alternate dispute resolution.

(c) Selection of Arbitrator. The proceeding shall be conducted by one (1) qualified arbitrator selected in accordance with the rules of JAMS. The term "qualified" shall mean a retired judge who has experience with the laws governing residential real estate development and construction or an attorney who has actively practiced law in California for at least fifteen (15) years and who has experience with laws governing residential real estate development and construction.

(d) Expenses of Arbitration. The fee to initiate the arbitration proceedings shall be advanced by Declarant. However, the arbitrator shall have the sole authority to reallocate such arbitration fees and costs in the arbitrator's final award; provided, however, each party shall bear its own attorney's fees and costs (including expert costs, for the arbitration. This provision does not modify any provision of any contract between Declarant and any third party requiring indemnification or establishing a different allocation of costs as between Declarant and such third party.

(e) Preliminary Procedures Required by Law. If a state or federal law requires any of the parties to take steps or follow procedures before commencing an action in court, such party must take the steps or follow the procedures, as applicable, before commencing the arbitration. For example, the non-adversarial procedures contained in California CIVIL CODE Sections 910 through 938, inclusive, must be followed with respect to any construction dispute governed by California CIVIL CODE Sections 895, et seq.

(f) Rules of Law. The arbitrator must follow California substantive law.

(g) Counsel. Each party to the arbitration proceeding shall have the right to be represented by counsel.

(h) Discovery. The parties may conduct discovery as if the matter were pending before a California court, and the arbitrator shall have the power to issue and enforce subpoenas

and to award sanctions; provided, however, that the parties may apply to the arbitrator or the courts of the State of California for protective orders with respect to such discovery.

(i) Final and Binding Award. The parties agree to be bound by the decision of the arbitrator, which shall be final and non-appealable.

(j) Written Decision of Arbitrator. The arbitrator must issue a written decision within a reasonable period of time following the conclusion of the matter.

(k) AGREEMENT TO ARBITRATE AND WAIVER OF JURY TRIAL.

(i) ARBITRATION OF DISPUTES. BY EXECUTING THIS DECLARATION, DECLARANT AND BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, EACH OWNER AGREE TO HAVE ANY DISPUTE DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT, DECLARANT AND EACH OWNER ARE GIVING UP ANY RIGHTS DECLARANT AND EACH OWNER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. DECLARANT AND EACH OWNER ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF DECLARANT OR ANY OWNER REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, DECLARANT OR SUCH OWNER MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. DECLARANT'S AND EACH OWNER'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

(ii) WAIVER OF JURY TRIAL. IN THE EVENT THE FOREGOING ARBITRATION PROVISION IS HELD NOT TO APPLY OR IS HELD INVALID, VOID OR UNENFORCEABLE IN ITS ENTIRETY FOR ANY REASON, ALL DISPUTES SHALL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. THE JUDGE IN SUCH COURT OF COMPETENT JURISDICTION SHALL HAVE THE POWER TO GRANT ALL LEGAL AND EQUITABLE REMEDIES AND AWARD COMPENSATORY DAMAGES. DECLARANT, BY EXECUTING THIS DECLARATION AND EACH OWNER BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, HEREBY WAIVE AND COVENANT NOT TO ASSERT THEIR CONSTITUTIONAL RIGHT TO TRIAL BY JURY OF ANY DISPUTES, INCLUDING, BUT NOT LIMITED TO, DISPUTES RELATING TO CONSTRUCTION DEFECTS, MISREPRESENTATION OR DECLARANT'S FAILURE TO DISCLOSE MATERIAL FACTS. THIS MUTUAL WAIVER OF JURY TRIAL SHALL BE BINDING UPON THE RESPECTIVE SUCCESSORS AND ASSIGNS OF SUCH PARTIES AND UPON ALL PERSONS AND ENTITIES ASSERTING RIGHTS OR CLAIMS OR OTHERWISE ACTING ON BEHALF OF DECLARANT OR ANY OWNER AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

(l) Final and Binding Award. The decision of the arbitrator shall be final and binding. A petition to confirm, vacate, modify or correct an award may be filed in any court of competent jurisdiction in County, but the award may be vacated, modified or corrected only as permitted by the Federal Arbitration Act.

(m) Not Applicable Unless Declarant is a Party. This Article does not apply to any construction dispute in which Declarant has not been named as a party.

(n) No Amendment Without Declarant's Consent. No amendment may be made to this Article without the express written consent of Declarant, which right to consent shall extend for a period of ten (10) years from the conveyance of a Lot (including the residence) constructed thereon to a First Purchaser.

Section 8.5 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 8.6 Disputes Relating To Enforcement Of Governing Documents. In the event of a dispute between an Owner and another Owner, relating to the enforcement of the governing documents, the parties shall comply with the provisions of ARTICLE III, CHAPTER 3 OF THE ACT, prior to filing of any civil action.

Section 8.7 Amendments. The provisions of this **Article VIII** may not be amended without the express written consent of Declarant.

ARTICLE IX DE-ANNEXATION

Section 9.1 De-annexation. Declarant shall have the right to de-annex the Covered Property, in whole or part, from this Declaration so long as the area to be de-annexed is described in a Notice of De-annexation executed and acknowledged by Declarant and filed for record with the Official Records. No de-annexation shall be permitted without the prior written consent of the Planning Director of the County.

Section 9.2 Declarant's Consent Required for Amendment. This Article shall not be amended without Declarant's prior written consent.

ARTICLE X GENERAL PROVISIONS

Section 10.1 Enforcement by Declarant or any Owner. Declarant, or any Owner, at its sole option, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations and/or to recover damages.

Section 10.2 Enforcement by County. This Declaration includes covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and favor of, and enforceable by the County. Although the County should be a beneficiary of this Declaration, and shall have a right to enforce this Declaration, the County shall not be obligated hereunder to exercise such rights of enforcement.

Section 10.3 Severability. Should any provision in this Declaration be void or become invalid or unenforceable in law or equity by judgment or court order, the remaining provisions hereof shall be and remain in full force and effect.

Section 10.4 Amendments; Termination. These covenants and restrictions may be amended at any time and from time to time by an instrument in writing signed by the Owners of two thirds ($\frac{2}{3}$) or more of the Lots subject to this Declaration. No provision of this Declaration regarding Declarant's rights shall be amended without the written consent of Declarant. An amendment to this Declaration shall be effective when it is set forth in writing, executed before a notary public by the requisite number of Owners and, by Declarant if Declarant's rights would be diminished and recorded in the Office of the County Recorder. Upon such recordation, the amendment shall be effective and binding upon all Owners and all Mortgagees, regardless of whether the Owner or Mortgagee consented to the amendment. Anything herein stated to the contrary notwithstanding, no amendment that is a material adverse nature to Mortgagees may be made to

this Declaration without the prior written consent of First Mortgagees encumbering fifty one percent (51%) or more of the Lots within the Community which are subject to a Mortgage.

In addition, this Declaration shall not be terminated or amended in any way that affects the rights of the Riverside County Planning Department without the prior written consent of the Planning Director of the County. Rights of the Riverside County Planning Department shall mean and refer to any section of this Declaration that requires approval of the Riverside County Planning Department or restrictions required pursuant to **Article IV**.

Section 10.5 Extension of Declaration. Each and all of the covenants, conditions and restrictions shall run with and bind the Community for a term of sixty (60) years from the date this Declaration is recorded, after which date they shall automatically be extended for successive periods of ten (10) years, unless the Owners of two thirds ($\frac{2}{3}$) of the Lots subject to the Declaration have executed and recorded at any time within six (6) months prior to the end of the fifty (50) year period, or within six (6) months prior to the end of any such ten (10) year period, in the manner required for a conveyance of real property, a written instrument in which it is agreed that the restrictions shall terminate at the end of the sixty (60) year period or at the end of any ten (10) year period.

Section 10.6 Reservations of Easements by Declarant. There is hereby reserved by Declarant, together with the right to grant and transfer the same, easements over the Community for the installation, maintenance, service, repair, reconstruction and replacement of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded tract of the Community.

Section 10.7 Attorneys' Fees. Except for disputes covered under the arbitration and other procedures referred to in **Article VIII**, in the event of litigation arising out of or in connection with the Declaration, the prevailing party shall be entitled to receive costs of suit and such sum for attorneys' fees as the Court deems reasonable. The "prevailing party" shall be the party in whose favor a final judgment entered.

Section 10.8 Documents to be Provided by Owners to Subsequent Purchasers. The purchaser of each Lot from Declarant shall be provided with certain documents ("**Homeowner Documents**"), which shall include the following: (a) a Homeowner Manual and/or other maintenance or preventive maintenance information; (b) manufactured products' maintenance and limited warranty information; and (c) a fit and finish warranty or other contractual warranty. Each Owner shall maintain a full and completed copy of the Homeowner Documents and provide the Homeowner Documents to any subsequent purchaser of the Owner's Lot.

Section 10.9 Limitation of Restrictions on Declarant. Declarant is undertaking the work of construction of residential dwellings and incidental improvements upon the Community. The completion of that work, and the sale, rental and other disposal of dwellings are essential to the establishment and welfare of the Community as a residential community. In order that the work may be completed and the Community be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors or subcontractors from doing on any Lot whatever is reasonably necessary or advisable in connection with the completion of the work, including access over the Community;

(b) Prevent Declarant or its representatives from grading and developing, erecting, constructing and/or maintaining on any part or parts of the Community, such structures as may be reasonable and necessary for the conduct of its business of completing the work and establishing the Community as a residential community and transferring the Community in parcels by sale, lease or otherwise;

(c) Prevent Declarant from conducting on any part of the Community its business of completing the work, including subdividing or re-subdividing any portion of the Community, and of establishing a plan of ownership and of transferring the Community by sale, lease or otherwise;

(d) Prevent Declarant from maintaining such signs, poles or flags on any of the Community as may be necessary for the sale, lease or disposition thereof; provided, however, that the maintenance of any sign, pole or flag (i) shall not unreasonably interfere with the use by any Owner of his or her Lot; and (ii) shall be consistent with County Codes, Sign Ordinances and Regulations;

(e) Prevent the right of Declarant to: (i) modify all unsold Lots in the Community, including increasing or decreasing the size or number of Lots; (ii) complete construction of any improvements in the Community; (iii) redesign or otherwise change the style, square footage, color or appearance of any improvement in any portion of the Community owned or controlled by Declarant; (iv) construct such additional improvements on any portion of the Community owned or controlled by Declarant; and/or (v) otherwise control all aspects of designing and constructing the improvements and selling or leasing Lots in the Community, provided prior approval of the appropriate governmental agencies, if applicable, is obtained by Declarant. Declarant hereby reserves unto itself, and its successors and assigns, a non-exclusive easement for ingress and egress on, over and across the Community as necessary to construct improvements, and further reserves the exclusive right to maintain a sales office, model complex and reasonable signs on any portion of the Community owned or controlled by Declarant;

(f) Prevent Declarant from establishing additional licenses, easements and rights-of-way for building, constructing or installing any utility or other similar facilities over any portion of the Community owned by Declarant, in favor of Declarant, utility companies or others, as may, from time to time be reasonably necessary for the development of the Community; or

(g) Prevent Declarant from using any Lot owned or leased by it for model home display purposes or for real estate sales purposes.

The rights of Declarant provided in **Section 10.9(a)** through **Section 10.9(g)**, may be exercised by Declarant as long as Declarant owns any portion of the Community. So long as Declarant, its successors and assigns, owns one or more of the Lots described herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration.

Section 10.10 Personal Liability. No member of the Architectural Committee, or any manager, or Declarant, or any agent of Declarant, shall be personally liable to any Owner or any other party, for any error or omission of the Architectural Committee or any other committee, if such person or entity has, on the basis of such information as may be possessed by him or her, acted in good faith without willful or intentional misconduct.

SUBORDINATION AGREEMENT

Wachovia Bank, National Association, as beneficiary ("Beneficiary"), under a deed of trust recorded on May 16, 2008, as Document No. 2008-0265821 ("Deed of Trust"), as assigned to Credit Suisse AG, Cayman Islands Branch in Assignment recorded on January 24, 2013, as Document No. 2013-0038582, both with the Office of the County Recorder of Riverside County, California ("Official Records") hereby declares that the lien and charge of the Deed of Trust are and shall be subordinate and inferior to the Declaration of Restrictions for Sutton Ranch to which this Subordination Agreement is attached.

By: First American Title Insurance Company, as Authorized Agent by Limited Power of Attorney recorded December 15, 2020, as Document No. 2020-0805232, of Official Records of Riverside County.

Dated: May 12, 2021

By: First American Title Insurance Company, as authorized agent by Power of Attorney December 15, 2020, as Document No. 2020-0805232 for CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: Lori L. Whitehead
Lori L. Whitehead
Authorized Agent

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 Utah
CALIFORNIA)
COUNTY OF Salt Lake) ss.

On May 12, 2021, before me, Courtney Payne
Notary Public, personally appeared Lori Whitehead
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 Courtney Payne

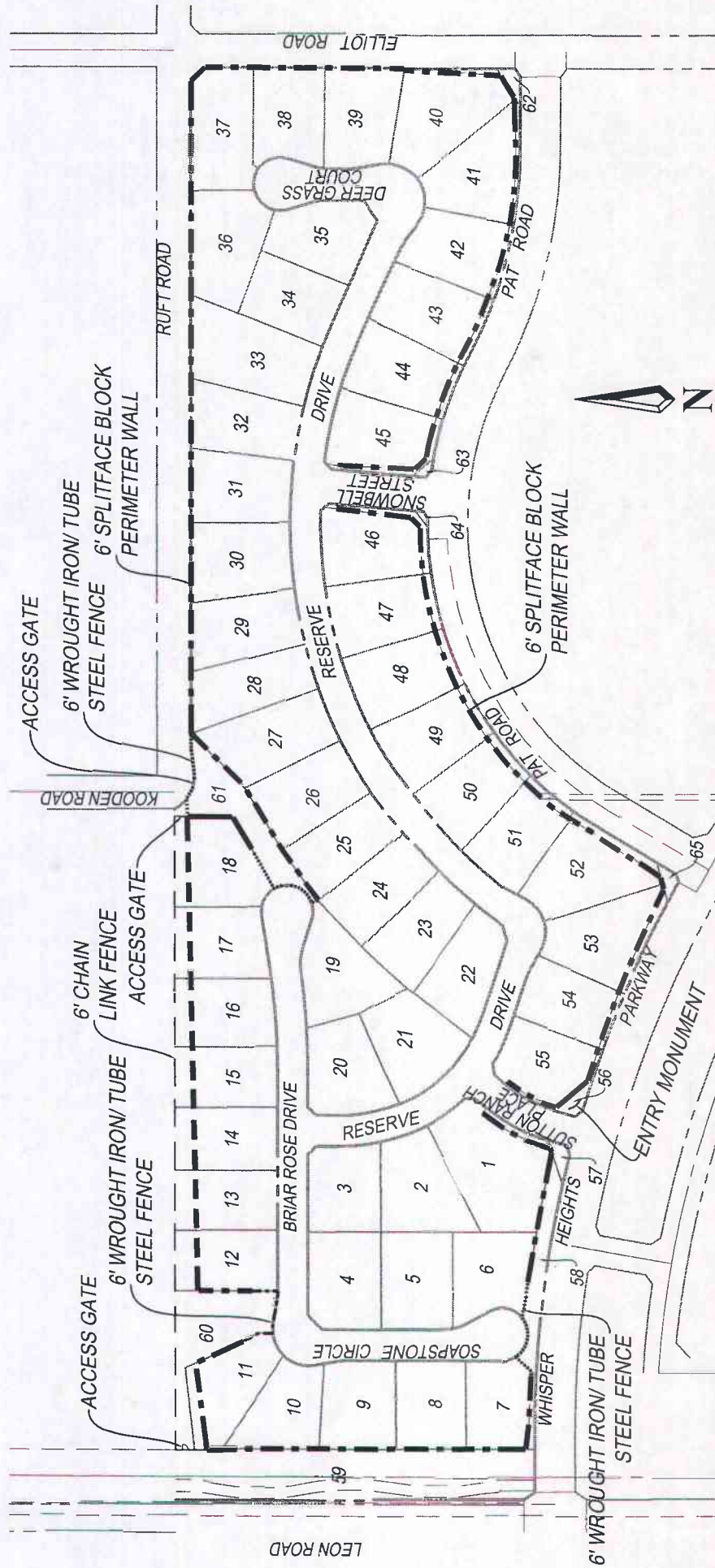
(Seal)



EXHIBIT "A"

Site Plan Depiction of Walls and Fences
[To be attached]

EXHIBIT A: SITE PLAN DESCRIPTION OF WALLS & FENCES



PREPARED FOR:

BEAZER
HOMES



PREPARED BY:

MAYERS & ASSOCIATES
CIVIL ENGINEERING, INC.
PLANNING • ENGINEERING • SURVEYING
19 Spectrum Pointe Drive • Suite 609 Lake Forest, CA 92650
(949) 599-0870 • (949) 599-0880 Fax • www.mayerscivil.com



DATE: 5/13/2021

VALLEY-WIDE MAINTAINED

- 6' SPLITFACE BLOCK PERIMETER WALL
- 6' WROUGHT IRON/TUBE STEEL FENCE
- MONUMENT WALL

RIVERSIDE COUNTY FLOOD MAINTAINED

- 6' SPLITFACE BLOCK PERIMETER WALL
- 6' WROUGHT IRON/TUBE STEEL FENCE
- 6' CHAIN LINK FENCE



NO SCALE

EXHIBIT "B"

[PLEASE SEE ATTACHED NOTICE OF ELECTION UNDER THE RIGHT TO REPAIR AND BINDING COVENANTS [RE: CONSTRUCTION DEFECT DISPUTES (CALIFORNIA CIVIL CODE SECTION 914 ET SEQ.)]]

**NOTICE OF ELECTION UNDER THE RIGHT TO REPAIR LAW
AND BINDING COVENANTS
RE: CONSTRUCTION DEFECT DISPUTES
(CALIFORNIA CIVIL CODE SECTION 914 et seq.)**

THIS NOTICE REQUIRES, AMONG OTHER THINGS, THAT THE FINAL RESOLUTION OF ANY DISPUTE CONCERNING AN UNRESOLVED CLAIM SHALL BE RESOLVED BY BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT. ARBITRATION INCLUDES A WAIVER OF THE CONSTITUTIONAL RIGHT TO A JURY. YOU SHOULD READ THE ARBITRATION PROVISIONS OF THIS NOTICE CAREFULLY AND CONSULT LEGAL COUNSEL IF YOU HAVE QUESTIONS.

**NOTICE OF ELECTION UNDER THE RIGHT TO REPAIR LAW
AND BINDING COVENANTS**

[Re: Construction Defect Disputes (CALIFORNIA CIVIL CODE SECTION 914 et. Seq.)]

THIS NOTICE OF ELECTION UNDER THE RIGHT TO REPAIR LAW AND BINDING COVENANTS RE: CONSTRUCTION DEFECT DISPUTES ("**Notice**"), is made by **BEAZER HOMES HOLDINGS, LLC**, a Delaware limited liability company, successor by conversion to **BEAZER HOMES HOLDINGS CORP.**, a Delaware corporation ("**Builder**"), with reference to the following facts:

A. Builder has constructed, or will construct residences on the Covered Property and, in connection with the sale of such newly constructed residences to members of the home buying public, Builder is permitted and desires (i) to record against the Covered Property notice of its election to be governed by certain alternative non-adversarial contractual provisions applicable to initial claims of a construction defect and (ii) to advise the initial buyers (each, an "**Original Buyer**") as well as subsequent buyers (each, a "**Subsequent Buyer**") of the Lots that such elected alternative non-adversarial contractual provisions impact the legal rights of each of them with respect to the Lot they purchase and the original residence constructed thereon by Builder.

B. Builder also desires (i) to provide Builder's contact information to each Original Buyer and each Subsequent Buyer (individually, a "**Buyer**" and collectively, "**Buyers**") for notice purposes hereunder and under the Right To Repair Law, as described in **Section 1** below, and (ii) to describe the contractual procedures for the resolution of construction defect disputes that are and shall be binding upon the residences and each Buyer thereof, as provided herein.

NOW, THEREFORE, in consideration of the foregoing, incorporated herein by this reference, and in consideration of the covenants now or hereafter made and accepted by each Buyer with respect to its residence, Builder does hereby declare and provide notice of the following election and covenants, each of which shall run with the land that constitutes the Covered Property including each of the residences, and all of which election and covenants shall be binding upon and shall inure to the benefit of Builder and each of the Buyers of each of the residences constructed on the Covered Property .

1. **Right To Repair Law.** This Notice is made and recorded pursuant to the terms and provisions of certain legislation effective as of January 1, 2003, commonly known as the "**Right To Repair Law**" that is set forth in Title 7 of Part 2 of Division 2 of the *CALIFORNIA CIVIL CODE, SECTIONS 895 et seq.* The Right To Repair Law, among other things, sets forth certain standards (herein, the "**Functionality Standards**") for the functioning of various components of a residential structure and its related improvements, and violations of those Functionality Standards may serve as the basis for a construction defect claim thereunder and hereunder.

2. **Materials Provided To Buyers.** Pursuant to the Right To Repair Law, Builder has provided or will provide the following materials (the "**Homeowner Documents**") to each Original Buyer:

(a) a copy of The Right To Repair Law, *i.e.*, Title 7 of Part 2 of Division 2 of *CALIFORNIA CIVIL CODE, SECTIONS 895 et seq.*;

(b) a Homeowner's Manual prepared by Builder with respect to the original residence constructed upon each of the Lots; said Homeowner's Manual contains, among other things, preventive maintenance guidelines to be observed by Buyers with respect to the original residence constructed by Builder;

(c) a Home Builder's Limited Warranty in the form attached hereto as **Exhibit 1** incorporated herein by this reference (the "**Limited Warranty**"), which is subject to and based upon the Functionality Standards (hereby adopted by Builder to establish the construction performance standards of Builder thereunder) and the time limitations set forth in the Right To Repair Law in order to determine the existence of construction defects or lack thereof with respect to a Lot and its residence, and the same includes, among other items, a one-year warranty with respect to certain fit and finish items;

(d) to the extent available, limited warranties provided by manufacturers of consumer and other manufactured products installed in the residence constructed by Builder on the Lot;

(e) notice of the name and address of the agent for Builder to whom claims under the Right To Repair Law are to be made and delivered; and

(f) such other documents pertaining to the original residence constructed by Builder within the Lot as Builder may now or hereafter determine to deliver to an Original Buyer.

Each Original Buyer agrees to keep and maintain the Homeowner Documents and to provide copies of the same to the Subsequent Buyer, if any, of the applicable Lot. If the Homeowner Documents are damaged or misplaced, Original Buyers may obtain copies of the same from Builder upon request and payment of Builder's costs incurred in providing the same. Subsequent Buyers of the Lots and the original residences constructed thereon are hereby notified that they are to obtain copies of the applicable Homeowner Documents from the Original Buyer or its Subsequent Buyer as applicable. Subsequent Buyers are also hereby notified that they are also obligated to provide copies of the Homeowner Documents to Subsequent Buyers who purchase the Lots and original residence from them and so on.

3. **Notice of Election re: Alternative Provisions.** CALIFORNIA CIVIL CODE SECTION 914 of the Right To Repair Law allows Builder to elect its own alternative provisions to resolve potential claims of construction defects rather than utilizing the prelitigation procedures set forth in CALIFORNIA CIVIL CODE SECTION 910 – 913. Accordingly Builder hereby elects to utilize the alternative pre-litigation provisions set forth on **Exhibit 2** (the "**Alternative Provisions**") in order to resolve the potential construction defect claims of Buyers with respect to the original improvements constructed by Builder, which claims are based on the Functionality Standards and otherwise governed by the Right To Repair Law. In other words, this Notice constitutes Builder's election (a) **not** to utilize the non-adversarial pre-litigation procedures set forth in CALIFORNIA CIVIL CODE SECTIONS 910 through 913 of the Right To Repair Law and (b) to substitute therefor the Alternative Provisions herein described and incorporated herein. Builder does also hereby notify Buyers that, notwithstanding such election, Builder intends to and shall be bound by and obtain the benefits and protections of all of the other provisions of the Right To Repair Law including, by way of example only, and without limitation, the affirmative defenses therein contained. All Buyers of Lot, as a condition of purchase of the same, are and shall be bound by said election, which shall run with the land, and title to Lots, and shall be subject to this Notice and each of the terms, provisions, elections and covenants herein declared and established.

4. **Covenant To Arbitrate Unresolved Claims.** Claims made under the Right To Repair Law and timely made to Builder are to be resolved, if possible, pursuant to the Alternative Provisions defined above. If, however, any such claim remains unresolved after the parties have utilized the Alternative Provisions (herein, an "**Unresolved Claim**"), then Builder and each Buyer agree that any further resolution of such an Unresolved Claim (or so much thereof that remains unresolved) shall be resolved pursuant to the provisions of the **Section of the Limited Warranty entitled Dispute Resolution** (the "**Arbitration Agreement**"), i.e., by a single arbitrator pursuant to the Federal Arbitration Act (9 U.S.C. Section 1 et seq.), it being understood and agreed that the original residence constructed by Builder on the Lot will have utilized labor, materials and products available through interstate commerce and Builder constructs and sells residences on a nation-wide basis. As a result, Original Buyers and Builder have agreed in connection with the sale and purchase of the Lots, which agreement shall be binding upon Subsequent Buyers, that the final resolution of any Unresolved Claim should be and shall be governed by the Federal Arbitration Act and the provisions set forth the **Section of the Limited Warranty entitled Dispute Resolution**. If Builder or any Buyer refuses to submit to arbitration as herein required, then such person may be compelled to arbitrate under the authority of applicable law.

5. **IMPACT ON LEGAL RIGHTS. THE ALTERNATIVE PROVISIONS AND THE LIMITED WARRANTY WHICH INCLUDES THE ARBITRATION AGREEMENT (COLLECTIVELY, THE "AGREED PROCEDURES") DO NOT INCLUDE THE RIGHT TO HAVE AN UNRESOLVED CLAIM DECIDED BY OR LITIGATED BEFORE A JURY. CONSEQUENTLY THE AGREED PROCEDURES IMPACT THE**

LEGAL RIGHTS OF BUYERS WITH RESPECT TO CONSTRUCTION DEFECT CLAIMS. BUILDER AND EACH ORIGINAL BUYER (AND EACH SUBSEQUENT BUYER, BY ACCEPTING A DEED TO A LOT) HAS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY RELINQUISHED THOSE RIGHTS, NAMELY, (1) THE RIGHT TO A JURY TRIAL AND (2) THE RIGHT TO DISCOVERY AND APPEAL, AND EACH OF THEM HAS AGREED TO COMPLY WITH THE AGREED PROCEDURES SET FORTH IN THE LIMITED WARRANTY AND ON EXHIBIT 2 HERETO. IF ANY OF THEM FAILS OR REFUSES TO SO COMPLY HEREWITH, THEY MAY BE COMPELLED TO DO SO.

6. **Damage Awards.** All amounts, if any, awarded to a Buyer on account of an Unresolved Claim shall be expended by the Buyer to pay for the attorneys' fees and costs of the proceeding for which the Buyer is liable and for the repair, rehabilitation and/or remediation of the construction defect that was the subject of the Unresolved Claim.

7. **Term of Notice.** For purposes of determining the expiration date of this Notice with respect to any of the Lots and/or any statute of limitation applicable to claims under the Right To Repair Law, the commencement date of the term of this Notice as it applies to any Lot and the Buyers thereof and the date on which any such statute of limitation shall commence to run with respect to any applicable claim shall be the date on which the particular Lot is transferred by deed by Builder to the Original Buyer thereof.

8. **Severability.** In the event that any provision hereof is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such determination shall not affect the remaining provisions hereof, each of which shall remain in full force and effect.

9. **Successors and Assigns.** This Notice shall be binding upon and shall inure to the benefit of Builder and all Buyers of a Lot and the successors and assigns of each of them including Subsequent Buyers thereof.

10. **Rights Reserved.** Any provision hereof to the contrary notwithstanding, Builder hereby reserves the right to rescind, cancel, amend, supplement, and/or restate this Notice unilaterally at any time with respect to any Lot that Builder then owns. Any such action on the part of Builder will not alter or affect this Notice, its enforceability or applicability, as it applies to any Lot that is then owned by a Buyer unless the same is thereafter transferred to Builder.

11. **Amendments.** Prior to the close of escrow of any Lot in the Community, Builder shall have the unilateral right to revoke or amend this Notice as it relates to such Lot by recording an instrument amending or revoking this Notice and any such amendment or revocation shall not impair the effect of this Notice as to any other portion of the Lot not covered by the amendment or revocation. No lender consents shall be required as a condition to any such revocation or amendment.

12. **Exhibits Incorporated.** Exhibits 1 and 2 attached hereto are incorporated herein by this reference and made a part hereof.

13. **Successor Statutes.** Any reference in this Notice to the Right to Repair Law shall be deemed a reference to any amended or successor statutes.

HOME BUILDER'S LIMITED WARRANTY

Administered by Professional Warranty Service Corporation

This Limited Warranty is not a service agreement, nor is it a contract of insurance.

I. Introduction

Throughout this HOME BUILDER'S LIMITED WARRANTY, hereafter referred to as the "LIMITED WARRANTY," the words "YOU" and "YOUR" refer to the HOMEOWNER, including any subsequent owners, and, where applicable, a HOMEOWNERS ASSOCIATION. The words "WE," "US" and "OUR" refer to the BUILDER. YOU and WE may sometimes be referred to as a "party" or, together, as "parties." Other words and phrases which appear in uppercase font also have special meaning. YOU should refer to Section XI, Definitions, so that YOU are acquainted with the terminology used in this LIMITED WARRANTY.

This LIMITED WARRANTY is subject to terms, conditions, and limitations which affect YOUR rights as the HOMEOWNER and OUR obligations as the BUILDER/warrantor of the HOME. YOU should read it carefully and in its entirety so that YOU are informed of its coverage and required processes. **IN PARTICULAR, YOU SHOULD NOTE THAT THIS LIMITED WARRANTY INCLUDES AN AGREEMENT BETWEEN YOU AND US THAT, IN THE ABSENCE OF A DIFFERENT ALTERNATE DISPUTE RESOLUTION ("ADR") PROCESS IN OUR CONTRACT WITH YOU FOR THE CONSTRUCTION AND/OR SALE OF THE HOME (OUR "SALES CONTRACT"), YOU AND WE AGREE TO RESOLVE DISPUTES EXCLUSIVELY THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN SECTION VIII BELOW.**

WE have contracted with Professional Warranty Service Corporation ("PWSC") for certain administrative services relative to this LIMITED WARRANTY, but under no circumstances or conditions is PWSC responsible for fulfilling OUR obligations to YOU under this LIMITED WARRANTY. PWSC is neither the warrantor nor OUR co-warrantor on the HOME.

WE shall register this LIMITED WARRANTY with PWSC and it shall then become effective as of the date of close of escrow on the first purchase of the HOME. Following that registration, another copy of this LIMITED WARRANTY booklet, along with a warranty validation form confirming that this LIMITED WARRANTY is in effect and recording the HOMEOWNER(s)' name(s), the address and purchase price of the HOME, and the LIMITED WARRANTY's commencement date will be mailed by PWSC directly to YOU. If YOU have not received a warranty validation form from PWSC within forty-five days following close of escrow, YOU should contact PWSC at 800-850-2799.

If the first purchase of the HOME is financed through FHA, VA, or FmHA, YOU may receive an additional PWSC-administered Builder's Limited Warranty booklet along with this LIMITED WARRANTY booklet. That is because, in certain instances, federally-guaranteed mortgage programs require certain warranty provisions different than those included in this LIMITED WARRANTY. If an additional warranty form (PWSC Form No. 107H) is mailed to YOU by PWSC, YOU may request OUR warranty performance under either warranty, but YOU may not collect twice for the same warranted defect.

Note: In the event that YOU need to submit a claim to US under this LIMITED WARRANTY, YOU should review Section IV below which describes the requirements for written notice and OUR right to repair warranted defects in the HOME.

II. Exclusive Warranty

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY THAT WE ISSUE TO YOU ON THE HOME AND THE COMMON ELEMENTS OF THE HOME. WE DO NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, SUCH AS AN IMPLIED WARRANTY OF GOOD WORKMANSHIP, QUALITY, FITNESS FOR USE OR PARTICULAR PURPOSE, HABITABILITY, MERCHANTABILITY OR OTHERWISE. NOTHING IN THIS LIMITED WARRANTY SHALL DIMINISH ANY RIGHTS, OBLIGATIONS OR REMEDIES THAT YOU OR WE MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTIONS 895 ET SEQ.

III. Warranty Coverage

WE warrant the "fit and finish" of the following building components for one year (or such longer term as WE may provide in OUR construction performance standards referred to in Section V below) following the date that WE close escrow with the original purchaser of the HOME ("close of escrow"): cabinets, mirrors, flooring, interior and exterior walls, countertops, paint finishes and trim. "Fit and finish" as used in this LIMITED WARRANTY means the listed building components shall not exhibit readily observable defects or cosmetic deficiencies in material or installation. Scratched, stained, dented, chipped or scuffed surfaces, finishes, countertops, fixtures, tile or grout, or torn screens, or broken glass in windows or mirrors which are not noted in writing at the time of YOUR pre-closing walk through and which could have occurred during move-in or after YOU occupy the HOME are not OUR responsibility under this fit and finish warranty.

In addition to OUR warranty on FIT AND FINISH COMPONENTS, and subject to exclusions stated in Section VII below, WE warrant OUR original materials and workmanship against CONSTRUCTION DEFECTS for up to 10 years following commencement of the WARRANTY PERIOD. A lesser WARRANTY PERIOD shall apply if so provided in California Civil Code Section 896 or OUR construction performance standards referred to in Section V below.

OUR obligation under this LIMITED WARRANTY is limited solely to repairing CONSTRUCTION DEFECTS in a workmanlike manner. However, if the cost to repair is greater than the diminution in current value of the HOME caused by the CONSTRUCTION DEFECT, WE may elect to pay YOU a sum equal to such diminution in value in lieu of repair.

IV. Notice and Opportunity to Repair

OUR obligation to respond to a claim under this LIMITED WARRANTY begins after YOU have promptly notified OUR customer service department, in writing, of a condition in YOUR HOME which YOU believe requires OUR attention. YOU should refer to the Homeowner's Guide or other materials WE provided to YOU for directions on how to communicate with OUR customer service department. YOUR notice must describe, with reasonable specificity, why YOU believe a CONSTRUCTION DEFECT exists. YOUR notice should also inform US of how YOU prefer to be contacted for follow-up.

We shall contact YOU promptly and, if necessary, arrange to inspect and initiate testing (including destructive testing where necessary) to determine the existence, cause, and scope of any CONSTRUCTION DEFECT reported to US. We ask that YOU cooperate in allowing US and parties acting on OUR behalf reasonable weekday access to YOUR HOME for this purpose. If WE determine that a CONSTRUCTION DEFECT exists, WE shall arrange a schedule to remedy YOUR claim. If corrective work is to be performed, YOU and WE shall agree upon a commencement date for the work and WE shall diligently move to complete the work within a reasonable period of time, allowing for availability of necessary materials and scope of work to be performed.

These requirements for written notice and opportunity to cure are necessary pre-conditions to YOU initiating any action relating to or arising out of OUR performance under this LIMITED WARRANTY.

OUR goal is to promptly respond to all warranty related requests and perform warranty service to YOUR satisfaction. If, at any time, YOU are not satisfied with OUR responsiveness to YOUR warranty service request, YOU may so inform PWSC and PWSC will facilitate communication between YOU and US in an effort to resolve any disagreement. YOU may contact PWSC at the address in the Definitions section of this LIMITED WARRANTY.

Communication, mutual respect, and cooperation are all key to resolving claims under this LIMITED WARRANTY. WE pledge to do whatever is reasonable to assure that materials and workmanship used in constructing YOUR HOME conform to OUR construction standards and perform as required under applicable standards.

Surfaces, finishes and coverings in the HOME which require repair due to damage caused by a CONSTRUCTION DEFECT, or such damage caused in the course of OUR repair of a CONSTRUCTION DEFECT, shall be repaired and restored to approximately the same condition as existed prior to the CONSTRUCTION DEFECT, but not necessarily to a like new condition. When repairing or replacing surfaces, finishes and coverings, the repair or replacement will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but an exact match cannot be guaranteed due to factors such as fading, aging and unavailability of the same materials.

Home furnishings, carpet or personal property damaged by a CONSTRUCTION DEFECT shall be repaired or replaced at market value of the item at the time of damage. "Market value" shall mean the amount it would cost to repair or replace the damaged item with material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

Alternate shelter, storage expenses and lost business income (if the HOME was used as a principal place of business licensed and permitted to be operated from the HOME) during such time as the HOME is uninhabitable due to a CONSTRUCTION DEFECT or uninhabitable during work to repair a CONSTRUCTION DEFECT, shall be limited to those reasonable shelter, storage and other expenses expressly pre-approved by US or OUR designated representative.

Action taken by US to correct a CONSTRUCTION DEFECT shall not serve to extend the WARRANTY PERIOD.

In the event that WE offer and YOU accept a cash payment or other thing of value in lieu of OUR repairing a CONSTRUCTION DEFECT, then YOU must sign a release of any further obligation by US relating to the CONSTRUCTION DEFECT for which YOU received payment or other thing of value.

V. Standards by Which a CONSTRUCTION DEFECT Will Be Determined

In any dispute as to the existence of a CONSTRUCTION DEFECT or the adequacy of OUR corrective action to remedy a CONSTRUCTION DEFECT, OUR construction performance standards, tolerances or guidelines, including those applicable to FIT AND FINISH COMPONENTS, contained in documents provided to YOU by US at or prior to closing on the HOME or, in the case of COMMON ELEMENTS, provided by US to the HOMEOWNERS ASSOCIATION ("OUR standards"), shall be determinative of OUR performance obligations under this LIMITED WARRANTY. If WE have not adopted and provided YOU with such standards, OUR standards shall be those contained in that edition of "The Home Book" published by The Building Standards Institute, Sacramento, California (www.buildingstandardsinstitute.org) current as of the date of OUR sales contract. In the event that OUR standards do not address an alleged CONSTRUCTION DEFECT, then generally accepted local building practices and standards shall apply.

VI. Homeowner Maintenance Obligations

Maintenance of the HOME and the COMMON ELEMENTS is YOUR responsibility. All HOMES and COMMON ELEMENTS require periodic maintenance to prevent premature deterioration and water intrusion. WE will make a "Homeowner Maintenance Manual" or similar document available to YOU. YOU must understand and perform the routine maintenance that the HOME and COMMON ELEMENTS require. If YOU have a question about maintenance, YOU should contact US. WE are not responsible for HOME or COMMON ELEMENTS maintenance issues or for damage that results from YOUR failure to perform normal maintenance on the HOME or the COMMON ELEMENTS.

VII. Exclusions

WE shall not be liable under this LIMITED WARRANTY for any damages or losses that occur because YOU failed to allow US to make timely repairs. Additionally, if YOU make or pay for repairs without first notifying US of the problem and allowing US to investigate and repair as required by this LIMITED WARRANTY, then WE shall not be obligated to reimburse YOU for those repairs. Notwithstanding the preceding sentence, if an emergency situation occurs at a time when WE are not available to take YOUR call, and immediate repairs are necessary to protect the safety of occupants of the HOME or to prevent imminent serious damage to the HOME, YOU may make those necessary repairs and WE will reimburse YOU the reasonable cost of those repairs that would otherwise be OUR obligation under this LIMITED WARRANTY. YOU are still obligated to give US notice as soon as possible, even in an emergency situation.

Other exclusions for which WE shall not be liable under this LIMITED WARRANTY include damage or loss excused by, caused by or resulting from any of the following occurrences, conditions or events:

- A. Ordinary wear and tear.
- B. Unforeseen acts of nature including, but not limited to, extreme weather events or conditions, or natural disasters responsible for conditions in excess of the design criteria expressed by applicable building codes, regulations or ordinances in effect when the HOME was originally constructed.
- C. Manmade events such as war, terrorism, vandalism, riot or civil commotion.
- D. Changes to the grading of the ground or the installation or alteration of improvements such as drain or gutter outlets by anyone other than US.
- E. Accidents or events over which WE have no control, including move-ins.
- F. Improvements or repairs made by any party other than US.
- G. Misuse, abuse, neglect or failure to reasonably maintain the HOME and COMMON ELEMENTS in accordance with recommendations and schedules provided by US or by manufacturers of CONSUMER PRODUCTS.
- H. Mine subsidence or sinkholes.
- I. Changes in the underground water table not reasonably foreseeable by US.
- J. Damage caused by insects, animals or vermin.
- K. Dampness or condensation due to YOUR failure to properly ventilate the HOME.
- L. Installation of furniture, equipment and appliances weighing in excess of design loads for the HOME expressed by applicable building codes in effect when the HOME was originally constructed.
- M. Actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of POLLUTANTS, whether occurring inside or outside the HOME.
- N. Proximity to or effects of electromagnetic fields (EMFs) or radiation.
- O. CONSEQUENTIAL OR INCIDENTAL DAMAGES other than as expressly allowed in this LIMITED WARRANTY.
- P. Any deviation from plans and specifications where the deviation does not cause a condition described the definition of CONSTRUCTION DEFECT.
- Q. Any release of liability obtained by US from YOU.
- R. Expiration of any limitations period applicable to a CONSTRUCTION DEFECT as provided by law.
- S. Any affirmative defenses available to US under California Civil Code Section 945.5 (a)-(h).

Further, the exclusions stated above shall apply without regard to whether any other occurrence, condition or event not directly caused by US acted concurrently or in any sequence with the excluded occurrence, condition or event.

VIII. Dispute Resolution

Claims, controversies, or disputes (collectively "disputes") arising out of or relating to this LIMITED WARRANTY, and which are not resolved through the process described in Section IV above, shall be resolved through the dispute resolution process described in OUR sales contract for the HOME. If OUR sales contract does not include a provision for the resolution of warranty disputes through an ADR process or if the process in our sales contract is determined to be unenforceable or inapplicable, or if YOU are not the original purchaser of the HOME from US, then YOU and WE agree for ourselves as well as for any other party acting on behalf of YOU or US, including PWSC, that such disputes shall be arbitrated by a single arbitrator pursuant to the Federal Arbitration Act (9 U.S.C. Section 1, *et seq.*) and according to the procedures set forth in this section of the LIMITED WARRANTY, hereafter referred to as the "Arbitration Agreement."

This agreement to arbitrate shall be deemed a self-executing Arbitration Agreement and it may be enforced by any party bound by the Arbitration Agreement included in this LIMITED WARRANTY.

The "Notice and Opportunity to Cure" process described in Section IV of this LIMITED WARRANTY shall be a pre-condition to YOUR initiation of any action relating to or arising out of OUR obligations under this LIMITED WARRANTY. In the event that YOU initiate any action, including arbitration, without first complying with the process described in Section IV above, WE shall be entitled to an order from the Superior Court to stay such action and to obtain an order compelling compliance with the "Notice and Opportunity to Cure" process required in Section IV of this LIMITED WARRANTY.

Notwithstanding anything to the contrary stated in this Section VIII, either party may elect to bring an action in a small claims tribunal if the total amount in controversy between the parties is within the jurisdictional limits of the small claims tribunal. If a counter claim in excess of the jurisdiction of the small claims tribunal is filed, then the party filing in the small claims tribunal may demand arbitration pursuant to this Arbitration Agreement. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration and not by judicial review.

Any dispute concerning the interpretation or enforceability of this agreement to arbitrate including, without limitation, its revocability or voidability for any cause, any challenge going to the formation or validity of this agreement to arbitrate including, without limitation, allegations of unconscionability, fraud in the inducement, or fraud in the execution, any dispute as to the scope of arbitral issues, and any defense relating to the enforcement of this Arbitration Agreement, including, without limitation, waiver, estoppel, or laches, shall be decided by an arbitrator in accordance with this Arbitration Agreement and not by a court of law, subject to the following general provisions:

- A. The party initiating the arbitration may select one of the following independent arbitration service organizations:

JAMS, the Resolution Experts (www.jamsadr.com) ph. 1-949-224-1810;
American Arbitration Association ("AAA") (www.adr.org) ph. 1-800-778-7879;
ADR Services, Inc. (www.adrservices.org) ph. 1-213-683-1600; or
DeMars & Associates, Ltd. (www.demarsassociates.com), ph. 1-800-279-5343.

If YOU have a question about the arbitration service providers mentioned here or would like to obtain a copy of their arbitration rules or fee schedules, YOU may contact them through their websites or directly by phone. At YOUR request, WE or PWSC will assist YOU in obtaining any of these organizations' rules and fees for arbitrating disputes under this Arbitration Agreement (see paragraphs I and N below for additional

information on fees and costs). YOU should review the rules and fees before selecting an arbitration service provider. The list of organizations above is not intended to be exclusive and the parties shall be free to select another arbitration service organization mutually acceptable to them. If, for any reason, the selected organization is not willing or able to conduct the arbitration, the initiating party shall then select another arbitration service from among those listed above or another that is mutually acceptable. The arbitration service finally selected shall administer the arbitration of any and all disputes required to be joined under the law.

- B. The party initiating the arbitration shall complete and submit the Binding Arbitration Request Form at the back of the LIMITED WARRANTY booklet to PWSC or otherwise communicate to PWSC, in writing, the party's request to initiate binding arbitration, including a description of the dispute and identifying the arbitration service selected to conduct the arbitration. PWSC shall then coordinate with the arbitration service provider to arrange for the arbitration.
- C. The rules of the arbitration service provider applicable to residential construction disputes in effect when the request for binding arbitration is filed shall apply, including the arbitration service's rules regarding selection of the arbitrator or appointment of the arbitrator by the service. If the rules of the selected arbitration service in effect when the request for arbitration is filed are materially different than the rules in effect when the parties entered into the sales contract for the HOME, the initiating party may request that the earlier rules apply to the arbitration. The arbitrator shall retain jurisdiction and authority to decide any dispute as to the sufficiency of OUR performance in accordance with any part of an arbitration award in YOUR favor.
- D. Venue of the arbitration shall be the county where the HOME is located, unless the parties agree to some other location. Unless circumstances make it impractical, the arbitration will be conducted at the HOME.
- E. Arbitrations shall be limited to disputes relating to YOUR HOME only and to COMMON ELEMENTS conveyed by US, and disputes, if any, relating to other homes may not be consolidated in any representative or class proceeding unless the parties expressly agree otherwise.
- F. This Arbitration Agreement is made pursuant to a transaction involving and concerning interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. §1, *et seq.*) now in effect and as it may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, judicial or arbitral rule. Accordingly, any and all disputes described in this Section VIII shall be arbitrated, which arbitration shall be mandatory and binding pursuant to the Federal Arbitration Act and the California Arbitration Act (California Code of Civil Procedure §1280, *et seq.*) to the extent the California Arbitration Act is not inconsistent with the Federal Arbitration Act. To the extent that any state or local law, ordinance, regulation, judicial or arbitral rule shall be inconsistent with this Arbitration Agreement and/or any provision of the rules of the arbitration service conducting the arbitration proceeding, this Arbitration Agreement and the rules of the arbitration service shall govern the conduct of the proceeding.
- G. This Arbitration Agreement shall inure to the benefit of, bind, and be enforceable by OUR subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person or entity whom YOU contend is responsible for any matter relating to the dispute. This Arbitration Agreement shall remain in effect as to any dispute whether such dispute arises during or after expiration of the WARRANTY PERIOD.
- H. In addition to binding the parties, this Arbitration Agreement is intended to apply to and also bind the parties' respective heirs, executors, administrators, successors, and assigns to the extent any of them shall have standing to assert a claim under the LIMITED WARRANTY.
- I. Each party shall bear its own attorney's fees and costs (including expert costs) for the arbitration.
- J. The arbitrator shall have authority to award all recognized remedies available in law or in equity for any cause of action that is the basis for the arbitration including, in particular, damages recoverable by YOU as

provided in California Civil Code Section 944, except, as noted above, the arbitrator may not consolidate disputes relating to homes other than YOUR HOME and may not otherwise preside over any form of a representative or class proceeding unless the parties expressly agree otherwise. The decision of the arbitrator shall be final, conclusive and binding and shall not be subject to any judicial or other review or appeal unless and except as may be expressly permitted under the rules of the arbitration service administering the arbitration. No applications to vacate, modify or correct an arbitrator's award may be made except as permitted under the Federal Arbitration Act.

- K. A judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The judgment so entered shall have the same force and effect, in all respects, as, and be subject to all of the provisions of law relating to, a judgment in a legal action filed in court; and it may be enforced as if it had been rendered in an action in the court in which it is entered.
- L. The participation by any party in any judicial proceeding concerning this Arbitration Agreement or any matter arbitrable hereunder shall not be asserted or serve as a reason to delay, to refuse to participate in, or to refuse to enforce this Arbitration Agreement.
- M. The arbitrator selected or appointed to serve shall be a neutral and impartial individual.
- N. Fees and costs charged by the arbitration service and/or the arbitrator shall be advanced by US, including the fee required to initiate the arbitration. The arbitrator shall have authority to apportion such fees and costs among parties to the arbitration, but no such fees or costs shall be apportioned to YOU unless the arbitrator determines that YOUR initiation of the arbitration was frivolous, unreasonable, without foundation, or in bad faith. Each party to arbitration conducted pursuant this LIMITED WARRANTY shall be responsible for its own attorney's fees and costs and such fees and costs shall not be subject to apportionment between or among the parties.
- O. If any provision of this Arbitration Agreement is determined to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable and enforceable according to their terms.

IX. Subsequent Owners of the Home

If YOU are not the original purchaser of the HOME from US, then YOU shall have the benefit of any remaining term of this LIMITED WARRANTY subject to all of its terms, conditions and limitations including, in particular, the Dispute Resolution requirement described in Section VIII above and provided YOU first complete and return to PWSC the "Subsequent Home Buyer Acknowledgement and Transfer" form located at the back of this warranty booklet. YOU may also request a copy of this form directly from PWSC by phoning 800-850-2799. YOU should not submit the Subsequent Home Buyer Acknowledgement and Transfer form until YOU have reviewed the Dispute Resolution requirement described in Section VIII of this LIMITED WARRANTY.

X. General Conditions

- A. WE assign to YOU all the manufacturers' warranties on all CONSUMER PRODUCTS that WE installed in the HOME. Should a CONSUMER PRODUCT malfunction YOU must follow the procedures set forth in that manufacturer's warranty to correct the problem. OUR obligation is limited to workmanlike installation of CONSUMER PRODUCTS.
- B. If WE repair a CONSTRUCTION DEFECT, or other related damage to the HOME or COMMON ELEMENTS covered by this LIMITED WARRANTY, or if WE make a payment to YOU in lieu of repair, WE shall then be entitled, to the extent of OUR cost to repair or payment in lieu of repair, to take over YOUR rights to recover from other persons and entities, including but not limited to, other warrantors and insurance obligated to pay for all or part of costs incurred by US. YOU have an obligation not to make it harder for US to enforce these rights. YOU agree to sign any papers, and do anything else that is reasonably necessary for US to exercise these recovery rights.

- C. If any provision of this LIMITED WARRANTY is determined to be unenforceable or to have been waived, that provision shall be deemed severed and the remaining provisions shall continue to apply according to their terms. Any such determination shall be limited to the LIMITED WARRANTY on the HOME then at issue.

XI. Definitions

BUILDER means the individual or legal entity which participates in the Warranty Program administered by the Professional Warranty Service Corporation and provides YOU with this LIMITED WARRANTY. Where other persons or entities undertake to act on the BUILDER's behalf or otherwise assume obligations of the BUILDER under this LIMITED WARRANTY, they shall, in that limited context, have the same rights as the BUILDER under this LIMITED WARRANTY.

COMMON ELEMENTS means the property as specified in the recorded Covenants, Conditions and Restrictions as common area and any other property as to which the HOMEOWNERS ASSOCIATION has standing under the law to make a claim. This may include, but is not limited to, streets, slopes, the structure or components of enclosure or other parts of the HOME, corridors, lobbies, vertical transportation elements, rooms, balconies, clubhouses or other spaces that are for the common use of the residents of the development in which the HOME is located. Plumbing, electrical, heating, cooling and ventilation systems, including wiring, piping and ductwork serving two or more HOMES in a multi-unit building, and the outbuildings that contain parts of such systems are also included in this definition.

CONSEQUENTIAL OR INCIDENTAL DAMAGES means any loss or damage other than:

- A. OUR cost to correct a CONSTRUCTION DEFECT including the correction of those surfaces, finishes and coverings damaged by the CONSTRUCTION DEFECT;
- B. OUR cost to repair or replace, at market value, furniture, carpet or personal property damaged by the CONSTRUCTION DEFECT;
- C. OUR cost to repair damage to the HOME which occurs in the course of OUR repair or replacement of a CONSTRUCTION DEFECT;
- D. The reasonable cost of the HOMEOWNER'S alternative shelter, storage expenses and lost business income (if the HOME was used as a principal place of business licensed to be operated from the HOME) when the HOME is temporarily uninhabitable due to a CONSTRUCTION DEFECT and when the HOME is rendered uninhabitable by the work necessary to repair a CONSTRUCTION DEFECT.

CONSTRUCTION DEFECT(S) means a deficiency in materials or workmanship when measured against OUR construction performance standards, as referred to in Section V above, and which:

- materially affects the structural integrity of the HOME or a COMMON ELEMENT; or
- jeopardizes the safety of occupants of the HOME or users of a COMMON ELEMENT; or
- violates any applicable standards under California Civil Code Sections 896 - 897.

CONSUMER PRODUCT means any piece of equipment, appliance or other item that is a CONSUMER PRODUCT for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, et seq.) which is installed by US in the HOME. Examples of CONSUMER PRODUCTS include, but are not limited to, dishwasher, garbage disposal, gas or electric cook-top, range, range hood, refrigerator or refrigerator/freezer combination, gas oven, electric oven, microwave oven, trash compactor, automatic garage door opener, clothes washer and dryer, hot water heater, solar water heater, solar water heating panels, furnace, boiler, heat pump, air conditioning unit, humidifier, thermostat, and security alarm system.

FIT AND FINISH COMPONENTS means cabinets, mirrors, flooring, interior and exterior walls, countertops, paint finishes, and trim.

HOME means a single family residence either attached or detached covered by this LIMITED WARRANTY, or a condominium or cooperative unit in a multi-unit residential building covered by this LIMITED WARRANTY, except for any components of the HOME that are part of the COMMON ELEMENTS.

HOME BUILDER'S LIMITED WARRANTY means only this express warranty document provided to YOU by US.

HOMEOWNER means the first person(s) to whom a HOME (or a unit in a multi-unit residential structure/building) is sold, or for whom such HOME is constructed, for occupancy by such person or such person's family, and such person's(s') successors in title to the HOME, or mortgagees in possession and any representative of such person(s) who has standing to make a claim on that person(s) behalf.

HOMEOWNERS ASSOCIATION means a profit or nonprofit corporation, unincorporated association, organization, partnership, assessment district, limited liability company, limited liability partnership or other entity of any kind that owns, manages, maintains, repairs, administers, or is otherwise responsible for and has standing to make a claim as to any part of the COMMON ELEMENTS.

POLLUTANTS mean all solid, liquid, gaseous or thermal irritants or contaminants. The term includes, but is not limited to, petroleum products, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, radon gas, mold, and waste materials, including materials to be recycled.

PWSC means Professional Warranty Service Corporation which administers the warranty program in which WE participate. The PWSC mailing address is: Professional Warranty Service Corporation, P.O. Box 800, Annandale, VA 22003-0800. Ph. 800-850-2799.

WARRANTY PERIOD shall commence on the date the title to the HOME is transferred to the first HOMEOWNER. The WARRANTY PERIOD for the COMMON ELEMENTS of an individual structure/building commences on the date the title for the first HOME in the structure/building is transferred to the first HOMEOWNER or, as concerns clubhouses or outbuildings or other COMMON ELEMENTS not part of the HOME, the earlier of the date of substantial completion or the date title to these structures is transferred to the HOMEOWNERS ASSOCIATION. The WARRANTY PERIOD shall expire 10 years following its commencement date or at such earlier time as consistent with the limitations period assigned to a standard described in California Civil Code Section 896 or other applicable limitations period under California law, whichever is the shorter period.

WE, US, OUR means the BUILDER.

YOU, YOUR means the HOMEOWNER and the HOMEOWNERS ASSOCIATION and any successors in interest to the HOME or COMMON ELEMENTS.

BINDING ARBITRATION REQUEST FORM

Prior to requesting binding arbitration under the terms of the HOME BUILDER'S LIMITED WARRANTY, the initiating party should have sent the other party a clear and specific written request outlining the claim(s) or dispute(s) that are being submitted for decision through binding arbitration. If you have taken this step and believe the other party has not satisfactorily responded in accordance with the HOME BUILDER'S LIMITED WARRANTY, fill out this form and send it to PWSC. Be sure to attach a copy of all pertinent correspondence between you and the other party relative to the issue.

If you do not know the answers to any questions, write "Don't Know." Please do not leave any item blank.

Homeowner name(s): _____

Address: _____

CITY STATE ZIP

Home Phone : (____) _____ E-mail: _____ Work Phone: (____) _____

LIMITED WARRANTY #: _____ Date Warranty Period begins: _____

Builder's Name: _____

Address: _____

Business Phone: (____) _____

Describe the dispute that you wish to submit to binding arbitration under the terms of the HOME BUILDER'S LIMITED WARRANTY. If the dispute is relative to a construction defect please include information on when the construction defect(s) first occurred or when you first noticed the construction defect. (Attach additional sheets, if necessary).

I/we are hereby requesting PWSC to initiate a binding arbitration to resolve the dispute described above. We request that this arbitration be conducted by (please check one):

AAA ADR Services, Inc. DeMars & Associates JAMS Other _____

Signature Date Signature Date

INSTRUCTIONS: Photo-copy this form and complete the fields.

If you have questions about selecting an arbitration service, contact PWSC at 1-800/850-2799.

Send this Binding Arbitration Request Form to:

PROFESSIONAL WARRANTY SERVICE CORPORATION
P. O. BOX 800
ANNANDALE, VIRGINIA 22003-0800

SUBSEQUENT HOME BUYER ACKNOWLEDGMENT AND TRANSFER

Any coverage remaining under the HOME BUILDER'S LIMITED WARRANTY applicable to the home specified on the Limited Warranty Validation Form is transferred to the subsequent homeowner.

The undersigned home buyer(s) hereby acknowledge and agree:

I/we acknowledge that I/we have reviewed, understand and agree to all the terms of the HOME BUILDER'S LIMITED WARRANTY document (PWSC Form No. 117). (Note: If you did not receive a copy of the HOME BUILDER'S LIMITED WARRANTY booklet from the Seller, you should request a copy from PWSC at 800-850-2799 and review it before signing this form.)

I/we understand and acknowledge that Professional Warranty Service Corporation ("PWSC") is not the warrantor of the HOME BUILDER'S LIMITED WARRANTY.

I/we understand that I/we am/are responsible for the maintenance of the home including maintenance of the grade of the land surrounding the home, and that the Builder shall not be responsible for any defect or damage to the home which is the result of my/our failure to maintain the home.

I/we acknowledge and agree to the Binding Arbitration Procedure contained in the HOME BUILDER'S LIMITED WARRANTY.

Signature(s) of Subsequent Home Buyer(s): _____

Date: _____

Date: _____

Print above name(s):

Re-issuance of the Limited Warranty Validation Form with the name(s) of the new Home Buyer(s) is not necessary for you to receive the coverage remaining under the HOME BUILDER'S LIMITED WARRANTY. Upon receipt of this signed form, PWSC will update its records to reflect the name(s) of the new homeowner(s). If you want PWSC to issue another Limited Warranty Validation Form with your name(s) on the form, please check the box below and send a check in the amount of \$20.00 made payable to "PWSC" with your submission of this form.

YES, re-issue the Limited Warranty Validation Form in the above name(s) (check box) Initial _____

Address of Home: _____

Limited Warranty No.: _____

INSTRUCTIONS: Photo-copy this form. Provide information requested, sign, fill in Limited Warranty # in the space provided (this number is provided on the Limited Warranty Validation Form), and provide a telephone number where you can be reached (_____) _____. If you want the Limited Warranty Validation Form reissued in your name, enclose your check to PWSC in the amount of \$20.00 (check box above and initial). To reach PWSC by phone, call: 1-800/850-2799.

Mail this form and a photocopy of applicable settlement/closing documents indicating transfer of title, to:

PROFESSIONAL WARRANTY SERVICE CORPORATION
P.O. BOX 800
ANNANDALE, VA 22003-0800

Exhibit 2

Alternative Provisions

The following provisions together with the provisions of the **Section of the Limited Warranty entitled Notice and Opportunity to Repair** constitute the Alternative Provisions elected by Builder under *CALIFORNIA CIVIL CODE SECTION 914* of the Right To Repair Law, and the same are subject to and governed by the time frames (statutes of limitation and/or repose) set forth in the Right To Repair Law in connection with any claim of violation of a Functionality Standard thereunder and/or under the Limited Warranty. Builder shall have no obligation to respond to any Claim Notice that is not timely delivered pursuant to the Right To Repair Law.

1. **Notification.** As soon as a Buyer becomes aware of a condition affecting his original residence situated on a lot constructed by Builder that the Buyer believes is a violation of the Functionality Standards set forth in Chapter 2 of the Right to Repair Law (*CALIFORNIA CIVIL CODE SECTION 896 et seq.*), then that Buyer shall notify Builder in writing, delivered by certified mail, overnight mail or personal delivery, of the Buyer's claim of violation of a Functionality Standard (a "**Functionality Claim**"). Such notice shall provide the Buyer's name, address, preferred method of contact, and shall describe the Functionality Claim in reasonable detail sufficient to determine the nature and location, to the extent known, of the claimed violation of the Functionality Standard(s). All such notices (each a "**Claim Notice**") to Builder shall be sent to Builder's agent at its address on file from time to time with the California Secretary of State as permitted under *CALIFORNIA CIVIL CODE SECTION 912(e)*. Builder's initial address for a Claim Notice is as follows:

BEAZER HOMES
Attn: Warranty/SB800 Claims Director
1800 E. Imperial Highway, Suite 140
Brea, CA 92821
(714) 672-7000

Such address is subject to change, however. To ensure that a Claim Notice is delivered to Builder at its correct address, the current name and address of Builder should be confirmed with the Secretary of State prior to delivery of the Claim Notice. As of the date hereof, the Secretary of State may be contacted at the address and/or phone number set forth below:

California Secretary of State, Special Filings
P.O. Box 942870
Sacramento, CA 94277-2780
(916) 653-3984

2. **Cooperation.** Having delivered a Claim Notice to Builder, the provisions of the **Section of the Limited Warranty entitled Notice and Opportunity to Repair** shall apply. In addition, a claimant Buyer shall cooperate with and provide all necessary assistance to Builder and all third parties acting on behalf of Builder in order to permit the following activities by Builder: inspecting, investigating, interviewing Buyer as to maintenance and/or other activities of Buyer, testing (including destructive testing), monitoring, repairing, replacing or otherwise correcting a claimed violation of the Functionality Standards. Builder shall use reasonable efforts to complete such activities within sixty (60) days after receipt of the Claim Notice provided that the claimant Buyer timely provides all requested information and otherwise cooperates with Builder's efforts to determine the nature and cause of the Functionality Claim. Builder may, however, as a result of or during such activities determine that no violation of a Functionality Standard has occurred, in which case Builder shall notify the claimant Buyer of the same as soon as such a determination has been made.

3. **Right To Mediate-Mandatory Arbitration.** If during or following the completion of Builder's activities under **Section 2** above and/or the **Section of the Limited Warranty entitled Notice and Opportunity to Repair**, a Buyer is not satisfied with Builder's response to or resolution of the Functionality Claim, then the claimant Buyer may elect to mediate the Functionality Claim with Builder. To do so, the

claimant Buyer shall provide written notice to Professional Warranty Service Corporation ("**PWC**"), the administrator of the Limited Warranty, at its address set forth in the **defined term entitled "PWC in Article XI of the Limited Warranty"**, requesting such mediation. Upon PWC's receipt of such written notice, PWC may review and mediate such request by communicating with the claimant Buyer, Builder and any other individuals or entities that PWC believes may possess relevant information. If after sixty (60) days, PWC is unable to successfully mediate the request for resolution of the Functionality Claim or at any earlier time should PWC determine that the claimant Buyer and Builder are at an impasse, PWC will notify the claimant Buyer that its Functionality Claim remains unresolved and that the claimant Buyer may then elect to initiate binding arbitration in order to resolve the same as provided in the Limited Warranty. Binding arbitration as described in the **Section of the Limited Warranty entitled Dispute Resolution** is and shall be the sole and final remedy for the resolution of construction defect disputes between a claimant Buyer and Builder in connection with a Functionality Claim.



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

Website: www.riversideacr.com

DOCUMENTARY TRANSFER TAX AFFIDAVIT

WARNING

ANY PERSON WHO MAKES ANY MATERIAL MISREPRESENTATION OF FACT FOR THE PURPOSE OF AVOIDING ALL OR ANY PART OF THE DOCUMENTARY TRANSFER TAX IS GUILTY OF A MISDEMEANOR UNDER SECTION 5 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE AND IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

ASSESSOR'S PARCEL NO. 480 --030 --053
Property Address: Vacant Land

I declare that the documentary transfer tax for this transaction is: \$0.00

If this transaction is exempt from Documentary Transfer Tax, the reason must be identified below.

I CLAIM THAT THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX BECAUSE: (The Sections listed below are taken from the Revenue and Taxation Code with the exception of items 9 and 10 which are taken from Riverside County Ordinance 516). Please check one or explain in "Other".

- 1. [X] Section 11911. The consideration or value of the property, exclusive of any liens and encumbrances is \$100.00 or less and there is no additional consideration received by the grantor.
2. Section 11911. The conveyance transfers to a revocable living trust by the grantor or from a revocable living trust to a beneficiary.
3. Section 11921. The conveyance was given to secure a debt.
4. Section 11922. The conveyance is to a governmental entity or political subdivision.
5. Section 11925. The transfer is between individuals and a legal entity or partnership, or between legal entities and does not change the proportional interests held.
6. Section 11926. The conveyance is to a grantee who is the foreclosing beneficiary and the consideration paid by the foreclosing beneficiary does not exceed the unpaid debt.
7. Section 11927. The conveyance relates to a dissolution of marriage or legal separation.
8. Section 11930. The conveyance is an inter vivos gift* or a transfer by death.
9. Section 8. The easement is not perpetual, permanent, or for life.
10. Section 9. The document is a lease for a term of less than (35) years (including written options.)
11. Other (Include explanation and legal authority)

*Please be aware that information stated on this document may be given to and used by governmental agencies, including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this 4 day of May, 2021 at Corona CA
City State

Signature of Affiant

Jesus Duran
Printed Name of Affiant

First American Title - HSD
Name of Firm (if applicable)

1250 Corona Pointe, Suite 200, Corona, CA 92879
Address of Affiant (including City, State, and Zip Code)

951-256-5820
Telephone Number of Affiant (including area code)

This form is subject to the California Public Records Act (Government Code 6250 et. seq.)

For Recorder's Use:

Affix PCOR Label Here

RIVERSIDE COUNTY RECORDER

FANHS

FIRST AMERICAN, NHS

EXAMINER

RECORDING DATE :

NUMBER

DOCS

DPS

FOR RECORDER'S USE ONLY

FOR RECORDER'S USE ONLY

Documents will be recorded in the order submitted

FAX (714) 481-9208

JESUS DURAN PHONE (951) 256-5820

DOCUMENT NUMBER	ORDER NUMBER	FEES	DOC	MISC.	FOR RECORDER'S USE ONLY	
					FEES	TRANSFER TAX
1	6321808		Map			
2	TM 32185					
3	6321808		CC&Rs			
4						
5						
6						
7	*Record Concurrently					
8	*Fill ins					
9	*Conformed Copy Please					
10	Please email confirmation to					
11	jduran@firstam.com					
12	mkeough@firstam.com					
13	riverside@synrgo.com					
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RECORDER'S USE ONLY