

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



**ITEM: 2.12
(ID # 18439)**

MEETING DATE:

Tuesday, March 08, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 30760-1 a Schedule "A" Subdivision in the Horsethief Canyon area.
District 1. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities for Final Tract Map 30760-1 as approved by County Counsel;
2. Approve the Final Map; and
3. Authorize the Chair of the Board to sign the Improvement Agreements and Final Tract Map 30760-1.

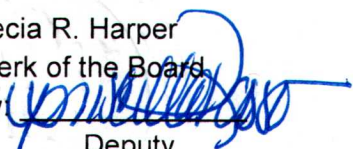
ACTION:Consent


Mark Lancaster, Director of Transportation 2/24/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 8, 2022
xc: Trans.

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

Final Tract Map 30760-1 was approved by the Board of Supervisors on September 14, 2004, as Agenda Item 16.2. Final Tract Map 30760-1 is a 70.82-acre subdivision creating 50 residential lots and 6 open space lots, in the Horsethief Canyon 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.

Temescal Valley Land, 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 Philadelphia Indemnity Insurance Company are as follows:

FTM 30760-1 \$2,214,500 Bond # PB03010407017 for the completion of road and drainage improvements.

FTM 30760-1 \$335,000 Bond # PB03010407017 for the completion of the water system.

FTM 30760-1 \$229,000 Bond # PB03010407017 for the completion of the sewer system.

FTM 30760-1 \$169,560 Bond # PB03010407037 for the completion of the monumentation.

Additional Fiscal Information:

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


ATTACHMENTS:

FTM 30760-1 Vicinity Map

FTM 30760-1 Improvement Agreements

FTM 30760-1 Mylars

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


Jason Farin, Principal Management Analyst

2/28/2022


Gregory L. Priamos, Director County Counsel

2/25/2022

**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 Temescal Valley Land, 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 30760-1**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Two Million Two Hundred Fourteen Thousand Five Hundred and no/100 Dollars (\$2,214,500.00)**.

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

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

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

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all

times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

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

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

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

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

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

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

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

Contractor
Temescal Valley Land, LLC
10621 Civic Center Dr.
Rancho Cucamonga, CA 91730

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

~~By~~ Temescal Valley Land, LLC, a Delaware limited liability company
By: Diversified Pacific Development Group, LLC, a California limited liability company

~~Print Name~~ Matthew A. Jordan, Co-Managing Member

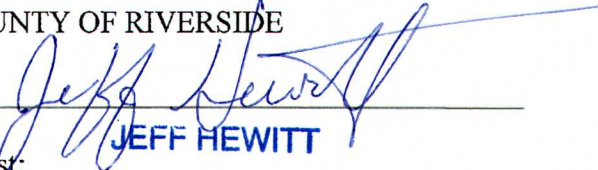
~~Title~~ By: 
Matthew A. Jordan, Co-Managing Member

~~By~~ _____

~~Print Name~~ _____

~~Title~~ _____

COUNTY OF RIVERSIDE


By: 
JEFF HEWITT

Attest:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM

County Counsel
By: 

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

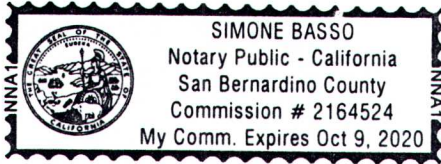
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Bernardino }

On August 11, 2020 before me, Simone Basso, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Matthew A. Jordan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

**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 Temescal Valley Land, 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 30760-1**, 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 **Elsinore Valley Municipal Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Three Hundred Thirty Five Thousand and no/100 Dollars (\$335,000.00)**.

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

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

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

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

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

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

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

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

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

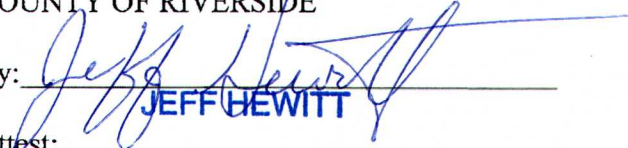
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Temescal Valley Land, LLC 10621 Civic Center Dr. Rancho Cucamonga, CA 91730

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

~~XXX~~ Temescal Valley Land, LLC, a Delaware limited liability company
 By: Diversified Pacific Development Group, LLC, a California limited liability company
~~Print Name~~ Its Manager
~~XXX~~ By: 
Matthew A. Jordan, Co-Managing Member
~~XXX~~ _____
~~Print Name~~ _____
~~XXX~~ _____

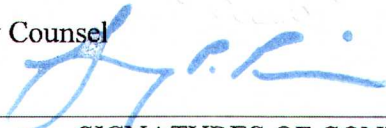
COUNTY OF RIVERSIDE

By: 
JEFF HEWITT
Attest:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM

County Counsel
By: 

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

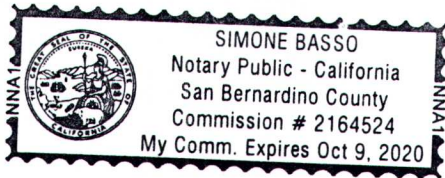
CIVIL CODE § 1189

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

State of California }
County of San Bernardino }

On August 11, 2020 before me, Simone Basso, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Matthew A. Jordan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

**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 Temescal Valley Land, 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 30760-1**, 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 **Elsinore Valley 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 Twenty Nine Thousand and no/100 Dollars (\$229,000.00)**.

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

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

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

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

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

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

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

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

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

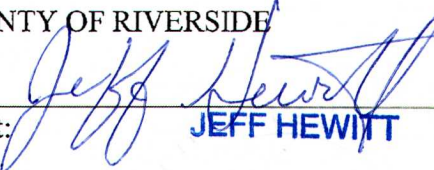
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:


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

Contractor
Temescal Valley Land, LLC
10621 Civic Center Dr.
Rancho Cucamonga, CA 91730

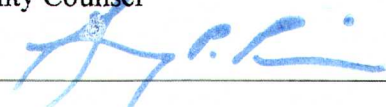
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By Temescal Valley Land, LLC, a Delaware limited liability company
By: Diversified Pacific Development Group, LLC, a California limited liability company
~~Print Name~~ _____
~~Print Name~~ _____
 By 
Matthew A. Jordan, Co-Managing Member
 By _____
~~Print Name~~ _____
~~Print Name~~ _____
 By _____

COUNTY OF RIVERSIDE
By: 
Attest: **JEFF HEWITT**

Kecia R. Harper
Clerk of the Board
By: 
Deputy

APPROVED AS TO FORM

County Counsel
By: 

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

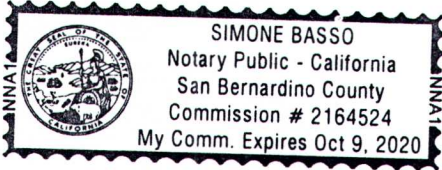
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Bernardino }

On August 11, 2020 before me, Simone Basso, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Matthew A. Jordan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

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

1. Work Order #

1. Page — of —

INSTRUCTIONS: Fax completed form to (909) 358-6961 and submit original form to the Records Center with the records being transferred.

DEPARTMENTAL INFORMATION					
3. DEPARTMENT Clerk of the Board of Supervisors		8. ORG.#		10. DATE 03/09/2022	
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:			
6. MAIL STOP 1010	7. Name PHONE # FAX# Sue Maxwell 955-1069 955-1071		14. RECORDS COORDINATOR (must be Authorized):		
15. BOX # (Temp)	16. DESCRIPTION OF RECORDS <small>Must be the same as records series title on schedule</small>	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Item No 2.12 Board of Supervisors Meeting 03/08/2022				
	Final Tract Map No 30760-1 - Sched A				
	Subdivision SEC 18 T5S R5W with CC&Rs				
	District 1				
21. RECORDS RECEIVED BY: <i>Alaska Montuoro</i>			30. REMARKS		
22. TITLE		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
 2022 MAR - 9 AM 10:18

3/8/22 2.12



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

RECEIVED RIVERSIDE COUNTY
BOARD OF SUPERVISORS

2022 MAR -7 AM 8:11

BOARD APPROVAL REQUIRED: Yes No

COUNTY COUNSEL APPROVAL: Yes No

<input type="checkbox"/> AGREEMENT/CONTRACT	NO.:
---	------

REQUESTED BOARD DATE: 3/8/2022	CAN IT GO AT A LATER DATE: <input type="checkbox"/> YES <input type="checkbox"/> NO
--------------------------------	---

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

PROJECT/SUBJECT:
FINAL TRACT MAP NO: 30760-1 (Schedule "A")
DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS.

CONTRACTING PARTY: Paul Hillmer	W.O. NO.: FTM30760-1 (TC-SU21)(DBF)
PROJECT MANAGER: Paul Hillmer	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: Paul Hillmer	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 3 COPIES OF IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE CHAIR OF THE BOARD.
THE FINAL TRACT MAP AND CC&R'S ARE TO BE DELIVERED TO THE COUNTY RECORDER. COB RETAINS 1 COPY OF THE IMPROVEMENT AGREEMENTS AND RETURNS THE REMAINING 2 COPIES TO TRANSPORTATION.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
18439			

3/8/22 2.12
2022-3-152191

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

SONGSTAD RANDALL COFFEE
& HUMPHREY LLP
3200 Park Center Drive, Suite 950
Costa Mesa, California 92626
Attention: Timothy L. Randall, Esq.

(Space Above for Recorder's Use)

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

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FOR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

AND RESERVATION OF EASEMENTS

FOR

SADDLEBACK

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

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS is made by TEMESCAL VALLEY LAND, LLC, a Delaware limited liability company ("**Declarant**"). The capitalized terms used in the Preamble are defined in Article I.

P R E A M B L E:

A. Declarant is the owner of real property (the "**Properties**") located in the County of Riverside, State of California, described as follows:

Lots 1 to 58, inclusive, of Tract No. 30760-1, in the County of Riverside, State of California, as shown on a Subdivision Map Filed on _____, in Book ___, at Pages ___ to ___, inclusive, of Maps, in the Office of the Riverside County Recorder.

B. Declarant intends to create a "subdivision" as defined in Section 11000 of the California Business and Professions Code, and to impose mutually beneficial restrictions under a general plan for subdividing, improving, maintaining and selling the Lots in the Properties for the benefit of all the Lots created pursuant to the Davis-Stirling Common Interest Development Act. If developed as planned, the Properties may ultimately contain up to two hundred eighty-five (285) single family residential lots, various open space lots, a transportation corridor, and a public trail.

C. Declarant declares that the Properties is and shall be held, conveyed, hypothecated, encumbered, leased, rented used, occupied and improved subject to the following limitations, covenants, conditions, restrictions and easements in this Declaration for the subdivision, improvements, protection and maintenance of the Properties and sale of Lots, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and appearance of the Properties. All provisions of this Declaration are imposed as equitable servitudes on the Properties. All limits, restrictions, reservations, rights, easements, conditions and covenants in this Declaration shall run with and burden the Properties and shall be binding on and for the benefit of all of the Properties and all Persons having or acquiring any interest in the Properties and their successive owners and assigns.

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

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

1.1.1 Annexable Territory. Annexable Territory means the real property which may be made subject to this Declaration pursuant to Article X of this Declaration, as more particularly described on **Exhibit "AT"** attached hereto.

1.1.2 Beneficiary. Beneficiary means a Mortgagee under a Mortgage or a Beneficiary under a Deed of Trust and the assignees of such Mortgagee or Beneficiary.

1.1.3 Close of Escrow. Close of Escrow means the date on which a deed is Recorded conveying a Lot to a member of the homebuying public pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the DRE with the exception of deeds between Declarant and any successor to the rights of Declarant hereunder.

1.1.4 Community. Community shall mean and refer to "Saddleback" and includes Phase 1 and all portions of the Annexable Territory which are annexed thereto, in accordance with the provisions of this Declaration.

1.1.5 Conservation Authority. Conservation Authority means the Western Riverside County Regional Conservation Authority and its various departments, divisions, employees and representatives.

1.1.6 Co-Owner. Co-owner means a Person who holds an interest in a Lot with at least one other Person.

1.1.7 County. County means Riverside County, California, and its various departments, divisions, employees and representatives.

1.1.8 County Transportation Department. County Transportation Department means the Riverside County Transportation Department and its various departments, divisions, employees and representatives.

1.1.9 County Service Area. County Service Area (also referred to herein as "CSA") shall mean the County of Riverside County Service Area 134 and its various departments, divisions, employees and representatives.

1.1.10 Declarant. Declarant means Temescal Valley Land, LLC, a Delaware limited liability company, its successors and any Person to which it shall have assigned any of its rights by an express written assignment. As used in this Section, "**successor**" means a Person who acquires Declarant or substantially all of its assets, or who merges with Declarant, by sale, merger, reverse merger, consolidation, sale of stock or assets, will or other testamentary disposition, operation of law or otherwise. Except as expressly provided in this Declaration, Declarant shall determine in its sole discretion the time, place and manner in which it discharges its obligations and exercises the rights reserved to it under this Declaration.

1.1.11 Declaration. Declaration means this instrument as it may be amended, supplemented or restated from time to time.

1.1.12 Drainage Improvements. Drainage Improvements mean any sub-drain facility or system and appurtenant improvements thereof constructed or installed by Declarant to provide for subterranean drainage of water from and to various portions of the Properties. The depiction of the Drainage Improvements on any exhibit attached to this Declaration, Supplemental

Declaration or Notice of Addition is intended for illustrative purposes and the "as-built" conditions shall be controlling.

1.1.13 DRE. DRE means the California Department of Real Estate and its successors.

1.1.14 Development Plan. Development Plan shall mean Declarant's overall development plan for the Properties, including without limitation building types, architectural style, subdivision layout, specifications and dimensions, and residence sizes, as more particularly described on Tentative Tract Map No. 30760, in the County of Riverside, State of California ("**Tentative Map 30760**"), any conditions of approval for the development of the Properties including without limitation those certain conditions of approval for Tentative Map 30760 approved by the Riverside County Board of Supervisors, Tract Map No. 30760-1 ("**Map No. 30760-1**"), Tract Map No. 30760-2 ("**Map No. 30760-2**"), Tract Map No. 30760-3 ("**Map No. 30760-3**", and together with Map No. 30760-1 and Map No. 30760-2, collectively, the "**Final Maps**") the Water Quality Management Plan, Fire Protection Plan, the Countywide Design Standards & Guidelines (County of Riverside) adopted January 13, 2004, and any amendments or supplements of any of the foregoing.

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

1.1.16 FHA. FHA means the Federal Housing Administration of the United States Department of Housing and Urban Development and any department or agency of the United States government which succeeds to FHA's function of insuring notes secured by Mortgages on residential real estate.

1.1.17 FHLMC. FHLMC means the Federal Home Loan Mortgage Corporation created by Title II of the Emergency Home Finance Act of 1970, and its successors.

1.1.18 Final Subdivision Public Report. Final Subdivision Public Report means a final subdivision public report issued by the California Department of Real Estate for a Phase of Development.

1.1.19 Fire Protection Plan. Fire Protection Plan means that certain Fire Protection Plan for Saddleback Estates, Tract 30670, County of Riverside, California dated February 13, 2015 and approved by the Riverside County Fire Department, as may be revised or amended from time to time. A complete copy of the Fire Protection Plan may be obtained from the Riverside County Fire Department.

1.1.20 First Mortgage. First Mortgage means a Mortgage with first priority over other Mortgages or Deeds of Trust on a Lot.

1.1.21 First Mortgagee. First Mortgagee means the Mortgagee of a First Mortgage.

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

1.1.23 GNMA. GNMA means the Government National Mortgage Association administered by the United States Department of Housing and Urban Development, and its successors

1.1.24 Governing Authority. Governing Authority means the State of California, DRE, County, County Service Area, County Transportation Department, Conservation Authority, Elsinore Valley Water District, and the various departments, divisions, employees and representatives thereof, and any other governmental or quasi-governmental entity, agency or authority including any special assessment district, maintenance district or community facilities district with jurisdiction over the Properties.

1.1.25 Hazardous Materials. Hazardous Materials means any toxic substance, material or waste which is or becomes (i) regulated by any local governmental authority, the State of California or the United States government, or (ii) defined as "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "Non-RCRA hazardous waste," "RCRA hazardous waste" or "recyclable material" under any federal, state or local statute or regulation promulgated thereunder.

1.1.26 Improvement or Improvements. Improvement or Improvements shall mean and refer to all structures and appurtenances thereto of every kind whatsoever, including, but not limited to, Residences, buildings, outbuildings (e.g., sheds), swimming pools, spas, cabanas and other recreational amenities and/or facilities, patio covers, gazebos, decks, planters, fountains and other water features, fireplaces, barbecues, garages, carports, private streets, auto courts, driveways, street lights, eucalyptus windows, landscaped parkways and medians, green belts, sidewalks, pavement and other hardscape, trails, trellises, screens, awnings, sunshades, screening walls, wind screens, screen doors, skylights, flag poles, entry monuments, walls and retaining walls, footings, pilasters, columns, fences (including wood and decorative metal), gates, decorative or informative signs, mail kiosks, utility lines, connections and related facilities (including, without limitation, lines, connections and facilities for electricity, gas, telephones (e.g., land lines and wireless), cable television, information technology, water and sanitary sewers), private storm drains, catch basins and inlets, antennas, solar or wind energy systems, water softener and refining systems, heating and air conditioning systems, trees, shrubs, hedges and other landscaping and all landscape irrigation systems. Improvements shall also mean and refer to the following: (i) building, constructing or otherwise installing any exterior modifications to a Residence (including, but not limited to, room additions, solar energy systems, television antennae (including satellite dishes), changes in roofing materials, windows and/or exterior doors, and changes in the color of the exterior of any dwelling or other structure); (ii) demolishing or otherwise removing by voluntary action any structure or appurtenance thereto of every type and kind; (iii) re-grading, excavating, filling or similar disturbance of the surface of the land (including, without limitation, change of grade, change of grade level, or change of drainage pattern); (iv) installing or changing any hardscape Improvements (including, but not limited to, concrete, brickwork, stonework, etc.) and (v) clearing or removing trees, shrubs and other similar forms of landscaping.

1.1.27 Includes, Including. Whether capitalized or not, includes and including means "includes without limitation," and "including without limitation," respectively.

1.1.28 Lot. Lot means each legally subdivided residential lot or parcel of land shown on any Recorded subdivision map of any portion of the Properties, as such lot or parcel may be modified by lot line adjustment or otherwise in compliance with the Subdivision Map Act (California Government Code Sections 66410-66499.58).

1.1.29 Maintain. Whether capitalized or not, maintain means maintain, repair and replace.

1.1.30 Mortgage. Mortgage means any document, including a deed of trust, encumbering one or more Lots or other portion of the Properties to secure the performance of an obligation.

1.1.31 Mortgagee. Mortgagee means a Person to whom a Mortgage is made (including a beneficiary under a deed of trust), or the assignee of the Mortgagee's rights under the Mortgage by a Recorded assignment.

1.1.32 Mortgagor. Mortgagor means a person who has mortgaged his property to another.

1.1.33 Notice of Addition. Notice of Addition means an instrument Recorded pursuant to Article VIII of this Declaration to annex additional real property to the Properties.

1.1.34 Owner. Owner means the Person or Persons, including Declarant, holding fee simple interest of record to any Lot but excluding those having such interest merely as security for the performance of an obligation unless and until such person acquires fee title thereto. The term "Owner" includes a seller under an executory contract of sale but excludes Mortgagees. The term "Owner" may be expanded in a Supplemental Declaration to include other Persons.

1.1.35 Party Wall. Party Wall means a wall or fence placed on the boundary line between two (2) residential Lots but does not include the structural wall of a Residence.

1.1.36 Person. Person means a natural individual or any other entity with the legal capacity to hold title to real property. When the word "person" is not capitalized, the word refers only to natural persons.

1.1.37 Phase 1. Phase 1 means all of the real property described in Paragraph A of the Preamble of this Declaration.

1.1.38 Phase of Development. Phase of Development or Phase means each of the following: (a) Phase 1, and (b) all the real property covered by a Notice of Addition, for which a Final Subdivision Public Report has been issued by the DRE, unless otherwise defined in such Notice of Addition.

1.1.39 Properties. Properties means (a) Phase 1 and (b) each Phase of Development described in a Notice of Addition in which a Close of Escrow has occurred. Any references in this Declaration to the Properties are references to the Properties as a whole and to portions thereof.

1.1.40 Record, File, Recordation. Record, File, or Recordation means, with respect to any document, the entry of such document in the Official Records of the County Recorder.

1.1.41 Residence. Residence means a building located on a Lot designed and intended for use and occupancy as a residence by a single Family.

1.1.42 Restrictions. Restrictions means this Declaration, Supplemental Declarations and Notices of Addition.

1.1.43 Subdivision Property. Subdivision Property means (i) all the real property and Improvements thereon or therein lying within the Properties, excepting therefrom the Lots, to which any local or municipal governmental department, agency or entity including any special assessment district, maintenance district or community facilities district (each a “**Maintenance Entity**”) holds fee title or (ii) those certain portions of the Lots which any Maintenance Entity holds an easement for maintenance or which such Maintenance Entity is obligated to maintain pursuant any agreement entered into by and between the Declarant and such Maintenance Entity arising from or pursuant to any condition of approval for the Properties. The Subdivision Property includes without limitation those certain: (iii) landscaping areas and associated Improvements thereof including that certain landscaping lying within or adjacent to those certain portions of the streets; (iv) hardscape improvements; (v) street lights; (vi) streets, roadways, walkways, sidewalks and trails, (vii) drainage facilities and systems including without limitation on-site storm drain systems, basins and water quality treatment facilities including those certain BMPs further described in the Water Quality Management Plan; (viii) public rights-of-way; (ix) walls and fences; (x) open space areas whether natural, passive or active and all improvements lying therein including those open space areas dedicated for environmental conservation purposes; (xi) fuel modification areas as designated in the Fire Protection Plan; (xii) amenities, if any, designed and designated for the common use and enjoyment of the public such as but not limited to all recreational facilities, amenities and equipment; (xiii) slopes; and (xiv) Utility Facilities, all as may be shown on **Exhibit “SP”** attached hereto.

1.1.44 Solar Energy System. Solar Energy Systems means any solar collector, other solar energy device or structural design feature of a building, as more fully defined in California Civil Code Section 801.5(a)(1) and (2).

1.1.45 Supplemental Declaration. Supplemental Declaration means an instrument executed, acknowledged and Recorded by Declarant which imposes conditions, covenants, or restrictions or reserves easements established in addition to those established by this Declaration. A Supplemental Declaration may affect one or more Lots. A Notice of Addition may include a Supplemental Declaration. Declarant may Record a Supplemental Declaration so long as Declarant owns all of the real property to be encumbered by the Supplemental Declaration. Supplemental Declarations may modify this Declaration as it applies to the property encumbered by the Supplemental Declaration.

1.1.46 Technology Facilities. Any and all onsite and offsite equipment installed for or used in the distribution of Technology Services including, but not limited to, equipment cabinets, network interface units, conduit, lines, fiber, wires, cable, pipes, sleeves, pads, cross-connect panels, fiber/T1 interfaces, cabling interfaces, patch panels and cords, routers/bridges,

fiber transceivers, test equipment, power interfaces, wireless transmitters/receivers, energy monitoring, conservation and general equipment and other structures and improvements.

1.1.47 Technology Services. One or more of the following, together with any additional communications (voice, video and data) and energy services delivered through the Technology Facilities that from time to time are available to the residents of the Properties: (a) local telephone services with access to long distance telephone service; (b) digital data communication capabilities and interconnectivity with the internet and in the intranet, including use of an internet gateway; and (c) satellite or cable television service, whether analog or digital.

1.1.48 Utility Facilities. The Utility Facilities shall mean all utility facilities including intake and exhaust systems, storm and sanitary sewer systems, drainage systems, ducting systems for ventilation and utility services, domestic water systems, natural gas systems, heating and air conditioning systems, electrical systems, fire protection, water and sprinkler systems, Technology Facilities, water systems, sump pumps, central utility services and all of the utility systems and facilities reasonably necessary to service any Improvement situated in, on, over or under the Properties.

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

1.1.50 Water Quality Management Plan. Water Quality Management Plan means that certain Project Specific Water Quality Management Plan for Saddleback Development, Tract No. 30670, originally dated September 22, 2006 (JN. 254.305) and revised May 2013, as such plan may be further revised or amended from time to time.

1.2 Interpretation.

1.2.1 General Rules. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for subdividing, improving, maintaining and selling the Properties. As used in this Declaration, the singular includes the plural and the plural the singular; and the masculine, feminine and neuter each includes the other, unless the context dictates otherwise.

1.2.2 Articles, Sections and Exhibits. The Article and Section headings have been inserted for convenience only, and may not be considered in resolving questions of interpretation or construction. Unless otherwise indicated, any references in this Declaration to articles, sections or exhibits are to Articles, Sections and exhibits of this Declaration. The exhibits attached to this Declaration are incorporated herein by this reference.

1.2.3 Priorities and Inconsistencies. If there are conflicts or inconsistencies between this Declaration and a Supplemental Declaration, then the provisions of this Declaration shall prevail.

1.2.4 Severability. The provisions of this Declaration are independent and severable. A determination of invalidity or partial invalidity or unenforceability of any one provision of this Declaration by a court of competent jurisdiction does not affect the validity or enforceability of any other provisions of this Declaration.

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

ARTICLE II RESIDENCE AND USE RESTRICTIONS

The Properties shall be held, used and enjoyed subject to the following restrictions and the exemptions of Declarant set forth in this Declaration.

2.1 Single Family Residence; Residential Use. Each Lot shall be used as a dwelling for a single Family and for no other purpose except as may be provided for herein; the Lots shall be used for residential purposes only, provided, however, any Residence may be used incidentally for the purpose of operating a home based small business if, and only if, (a) the business is operated solely within the Residence, (b) the business is limited to arts and crafts, the rendition of professional services or other similar activities, (c) the business is operated by the Owner of the Residence whose principal residence is the Residence, by a tenant whose principal residence is the Residence or by a member of such Owner's or tenant's Family whose principal residence is the Residence, (d) the operation of the business is permitted by, and is at all times in compliance with, all applicable laws, and (e) the operation of the business does not result in (i) the violation of any of the other provisions of this Declaration, (ii) any unreasonable increase in the flow of traffic within the Properties, (iii) any odor, noise, or vibration outside of the Residence, or (iv) parking problems within the Properties. No other use shall be allowed except as specifically permitted by local ordinance; provided, however, Declarant may use any of the Residences owned by Declarant as model homes and sales offices for the Properties during that period of time commencing when the Residences are first sold or offered for sale to the public and ending when (x) all of the Residences in all Phases of the Properties are sold and conveyed by Declarant to separate owners thereof, or (y) five (5) years after the first close of escrow of a Lot in the first Phase of the Properties, whichever shall first occur. An Owner may rent his Lot to a single Family provided that the Lot is rented pursuant to a lease or rental agreement which is (a) in writing and (b) subject to all of the provisions of this Declaration.

2.2 Business or Commercial Activity. Except as otherwise provided in this Declaration including, without limitation, Section 2.1 above, no part of the Properties shall be used or caused to be used, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purpose.

2.3 Rental of Residences. An Owner shall be entitled to rent the Owner's entire Residence (but not a portion thereof) subject to the restrictions contained in this Declaration and otherwise in accordance with all applicable laws and regulations including without limitation the Riverside County Ordinance. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to this Declaration and shall provide that any failure to comply with any provision of this Declaration shall be a default under the terms of such lease agreement. A copy of this Declaration shall be made available to each tenant or lessee by the Owner so renting or leasing. The Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of this Declaration pursuant to the occupancy and use of the Residence. Subject to any provisions of the Riverside County Ordinance to the contrary, no Owner may lease a Residence situated thereon for hotel, motel, vacation rentals or transient purposes or any other

purpose inconsistent with the provisions of this Declaration. Any lease in which the lessor provides services normally associated with a hotel shall be deemed to be for transient or hotel purposes. Without limiting the foregoing, no Owner or tenant shall rent, lease, convey, let or otherwise transfer in any manner or for any amount of time any right, interest or title to the attached, enclosed garage (“**Garage**”), or any portion thereof, separate from the appurtenant Residence.

2.4 Nuisances. Noxious or offensive activities are prohibited on the Properties or on any public street abutting or visible from the Properties. All horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Residence and its contents and/or an Owner’s vehicle(s), are also prohibited. Noisy, unsightly, unusually painted or smoky vehicles, large power equipment and large power tools (excluding lawn mowers and other equipment utilized in connection with ordinary landscape maintenance), off-road motor vehicles or items which may unreasonably interfere with television or radio reception to any Lot, and objects which create or emit loud noises or noxious odors may not be located, used or placed in the Properties or on any public street abutting the Properties, or exposed to the view of other. No Owner shall permit anything to be done or kept within his or her Lot that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body including any laws, ordinances or statutes pertaining to the use or storage of any hazardous, contaminated or toxic materials.

No Owner may (a) permit or cause anything to be done or kept on the Properties or on any public street abutting the Properties which may (i) increase the rate of insurance in the Properties, (ii) result in the cancellation of such insurance, or (iii) obstruct or interfere with the rights of other Owners, or (b) commit or permit any nuisance thereon or violate any law. Each Owner shall comply with all requirements of the local or state health authorities and with all other laws regarding occupancy and use of a Residence. Each Owner is accountable to the other Owners for the conduct and behavior of persons residing in or visiting his Lot. Any damage to the property of another Owner caused by such persons shall be repaired at the sole expense of the Owner of the Lot where such persons are residing or visiting.

No person shall discharge into the Properties' sewer system or storm drain any toxic or noxious matter in such concentrations as to (iv) be detrimental to or endanger the public health, safety or welfare, (iv) violate any law, (vi) subject any Owner to liability under state and federal law for any clean-up or (vii) cause injury or damage to neighboring property or business elsewhere on the Properties.

2.5 Air Pollution. No air pollutants or contaminants sufficient to create a nuisance shall be discharged, and no processes which by their nature are likely to cause air pollution shall be undertaken or permitted unless there is available an adequate, economically feasible method of controlling the omission or contaminates.

2.6 Signs; Displays. Subject to Civil Code Sections 712 and 713, no sign, poster, billboard, balloon advertising device or other display of any kind, with the exception of religious items as defined in and to the extent allowed under Sections 1940.45 and 4706, respectively, of the California Civil Code, shall be displayed within the Properties or on any street within or abutting the Properties except for the following signs, so long as they comply with applicable County ordinances:

(a) signs (regardless of size or configuration) used by Declarant in connection with construction, alteration or development of the Properties and Annexable Territory or sale, lease or other disposition of Lots in the Properties or the Annexable Territory.

(b) community identification signs or traffic or parking control signs maintained by any Governing Agency;

(c) one (1) nameplate or similar Owner name or address identification sign for each Residence;

(d) one (1) sign for a Residence advising of the existence of security services protecting a Residence;

(e) one (1) sign which may be displayed on each Residence advertising the Residence for sale or lease; and

(f) non-commercial sign, advertising device or other display of any kind (collectively, the “**Signs**”) may be displayed on Lots if such Signs (i) are made of paper, cardboard, cloth, plastic, or fabric; (ii) are posted or displayed from the yard of the Lot or the balcony of the Lot or on the window or door of the Lot; (iii) do not include lights, balloons or any other similar decorative component, or include the painting of architectural surfaces; (iv) is not more than nine (9) square feet in size with respect to solid Signs and fifteen (15) square feet in size for flags or banners; (v) does not endanger public health or safety or violate a local, state or federal law; and (vi) is not otherwise a nuisance under Section 2.4.

2.7 Parking and Vehicular Restrictions.

2.7.1 Authorized Vehicles. The following vehicles are "Authorized Vehicles": standard passenger vehicles, including automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles and pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Authorized Vehicles may only be parked within the private driveway appurtenant to an Owner's Residence (“**Private Driveway**”) or any other portion of the Properties intended for parking of motorized vehicles; however, no Owner may park a vehicle in a manner which restricts the passage of pedestrians or vehicles over driveways, streets or sidewalks on the Properties, or extends beyond the limits of the space where the Authorized Vehicle is parked. Without limiting the foregoing, in no event shall any Authorized Vehicle be parked, stationed, kept or otherwise maintained in a manner that causes such Authorized Vehicle to encroach onto any sidewalk or walkway, impede accessed required by the American with Disabilities Act or any other applicable statute, ordinance or regulation, or block access to any Trash Receptacle placed out for collection as described in Section 2.10 hereof. Each Garage shall be used and maintained for the parking of Authorized Vehicles and shall not be modified, converted, used or maintained in any manner that would prevent the parking therein of the number of Authorized Vehicles for which such Garage was originally designed (e.g., one or two Authorized Vehicles, as the case may be). Certain Garages within the Properties may not be wide enough to accommodate particular oversized Authorized Vehicles such as sport utility vehicles, suburbans and trucks. Doors to Garages shall be kept closed except during the removal of vehicles therefrom or entry thereto.

2.7.2 Prohibited Vehicles. Vehicles that are not Authorized Vehicles shall be considered "Prohibited Vehicles." Prohibited Vehicles include the following without limitation:

(a) recreational vehicles (e.g., motorhomes, travel trailers, camper vans, boats, etc.), (b) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines), (c) buses or vans designed to accommodate more than ten (10) people, (d) vehicles having more than two (2) axles, (e) trailers, (f) inoperable vehicles or parts of vehicles, and (g) aircrafts or other similar vehicles, and (h) any other vehicles not classified as an Authorized Vehicles. Prohibited Vehicles may not be parked, stored, kept or otherwise maintained (i) on any public or private street within, adjacent to or visible from the Properties, (j) within any designated parking areas located in the Properties, (k) in front of any Garage or (l) within any portion of any Private Driveway except for brief periods for loading, unloading, making deliveries or emergency repairs. Without limiting the generality of the foregoing, no Prohibited Vehicle shall be stored in the front yards of any Residence. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle. . Prohibited Vehicles may only be parked within a Garage with the door(s) thereto fully closed provided that their presence within the Properties does not otherwise violate the provisions of this Declaration.

2.7.3 General Restrictions. Subject to the restrictions on Prohibited Vehicles, all vehicles owned or operated by or within the control of an Owner or a tenant or resident of an Owner's Residence and kept or maintained within any portion of the Properties (i) may not be parked or situated within or otherwise obstruct the use of any required fire access lanes designated within the Properties and (ii) must be parked within the Garage of that Owner, except as otherwise described herein. No repair, maintenance or restoration of any vehicle except in emergency situations may be conducted within the Properties except within a Garage, provided such activity is not undertaken as a business. Unless otherwise permitted herein, no vehicle owned or operated by or within the control of an Owner or a tenant or resident of an Owner's Residence shall be permitted to be parked, stored, kept, stationed or otherwise allowed to remain along or on any portion of the streets within the Properties

2.8 Animal Regulations. No livestock, reptiles, insects, poultry, or other animals of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs (other than dogs which are reasonably determined to be a threat to the safety of the occupants of the Properties, which shall not be allowed under any circumstances in the Properties), cats or other household pets may be kept and maintained in an Owner's Residence; provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable numbers nor in violation of the Riverside County Ordinance, any other applicable local ordinance or regulation, or any provision of this Declaration. Domestic reptiles, birds and fish shall be permitted so long as such animals are kept in the interior of a Residence and are (a) kept as household pets, (b) are not so excessively noisy as to disturb the quiet enjoyment by each Owner of his or her Residence, (c) are not kept, bred or raised for commercial purposes or in unreasonable numbers, and (d) do not constitute a nuisance or threat to the personal safety of other Owners and their invitees in the Properties. Each person bringing or keeping a pet within the Properties shall be absolutely liable to other owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Properties by such person or by members of his or her Family, his or her guests or invitees and it shall be the duty and responsibility of each such Owner to clean up after such animals that have deposited dropping or created an unsanitary condition caused by such Owner's animals on any portion of the Properties. Animals belonging to Owners or Invitees of any Owner must be kept within an enclosure or on a leash held by a person capable of controlling the animal.

2.9 Satellite Dishes and Antennae.

2.9.1 Dishes. A satellite dish and antenna designed to receive direct broadcast satellite service (including direct-to-home satellite service), or video programming services via multi-point distribution services, or to receive or transmit fixed wireless signals, may be installed on an Owner's Lot so long as such antenna or satellite dish is (i) one meter or less in diameter, (ii) installed in the least visually obtrusive portion of an Owner's Lot where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, and (iii) either screened from view or painted to match the surrounding area so as to blend in with the surrounding area, so long as such screening or painting is not unreasonably expensive. Notwithstanding any provision hereof, this Section shall be interpreted to comply with state and federal laws applicable to antennas in effect at the time of enforcement of this Section.

2.9.2 Broadcast Antennae. An antenna designed to receive television broadcast signals may be installed on an Owner's Lot so long as (i) the antenna used is the smallest size available at a reasonable cost that receives an acceptable quality signal, and (ii) the antenna is installed in the least visually obtrusive portion of an Owner's Lot where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive. Notwithstanding any provision hereof, this Section shall be interpreted to comply with state and federal laws applicable to antennas in effect at the time of enforcement of this Section.

2.10 Trash. All trash, garbage or other waste and recyclables within the Properties shall be kept only in covered sanitary receptacles (each a "**Receptacle**" and collectively, the "**Trash Receptacles**") located in appropriate areas and otherwise screened from public view and otherwise disposed of in accordance with the terms of the County's recycling program, if any. Trash Receptacles shall be maintained such that the lids thereto remain closed to prevent excess odors from emanating therefrom. No Owner shall permit or cause any trash, garbage, waste or refuse to be kept on any portion of the Properties other than in the covered receptacles customarily used and designated for such disposal. Trash Receptacles may be placed in public view and otherwise exposed to the view of neighboring Lots no earlier than 6:00pm on the evening before the regularly scheduled trash collection day and shall be removed and returned to the appropriate areas out of public view no later than 6:00pm on the same day.

2.11 Outdoor Fires; Drying of Clothing. No outdoor fires are permitted, except in barbecue grills and fire pits if designed and used in such a manner that they do not create a fire hazard. No clothing, fabrics or unsightly articles may be hung, dried or aired on or over any Lot.

2.12 Time Sharing. A Residence may not be divided or conveyed on a time increment basis (commonly referred to as "**time sharing**") of measurable chronological periods other than pursuant to a written lease as permitted pursuant to Section 2.3 of this Declaration. The term "time sharing" as used herein shall be defined to include, but shall not be limited to, any agreement, plan, program or arrangement under which the right to use, occupy or possess the Lot or any portion thereof in the Properties rotates among various persons, either corporate, partnership, individual or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time sixty (60) consecutive calendar days or less

2.13 Exterior Lighting. Any exterior electrical, gas or other artificial lighting shall be (i) positioned, screened, or otherwise situated away from adjacent Residences or any other residential residences or structures, and, where applicable, any public right-of-way or public street located adjacent to the Properties and (ii) maintained at a reasonable level of intensity and controlled focus to minimize the potential glare therefrom, so as not to unreasonably disturb the residents of any other Residences(s) or adjoining residential residences or structures, and otherwise in compliance with County of Riverside Ordinance No. 655.

2.14 Further Subdivision. Except as otherwise provided in this Declaration, no Owner may physically or legally subdivide his Lot in any manner, including any division of such Owner's Lot into time-share estates or time-share uses. This provision does not limit the right of an Owner to (a) rent or lease his entire Lot by a written lease or rental agreement subject to Section 2.3 of this Declaration; (b) sell such Owner's 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. Each lease and/or rental agreement shall provide that any failure by the tenant or other occupant of the Lot to comply with the Restrictions constitutes a default under the lease or rental agreement.

2.15 Drainage. There shall be no interference with or material alteration or modification of the established drainage pattern over the Properties or drainage systems within the Properties, including without limitation those certain Drainage Improvements which may be located within an Owner's Lot, unless an adequate alternative provision is made for proper drainage. For the purpose hereof, "**established**" drainage in any Phase means, for any Lot, the drainage and related drainage systems which exist at the time of the first close of escrow for the sale of a Lot in such Phase or that which is shown on the Development Plans or any other plans approved by the County.

Each Owner, by accepting a grant deed to his Lot, acknowledges and understands that in connection with the development of the Properties, Declarant may have reserved and easement for and installed one or more Drainage Improvements beneath the surface of certain portions of such Owner's Lot. Each Owner shall have the duty and obligation to maintain and repair the Drainage Improvements situated within such Owner's Lot in good condition and repair, free of debris and any other material which may impede the flow of water, and provide for all necessary maintenance services and cause all acts to be done which may be necessary or proper to assure the maintenance and functioning of such Drainage Improvements in accordance with the terms and subject to the requirements of all applicable federal, state and local laws and regulations.

To ensure adequate drainage throughout the Properties, it is essential that the Drainage Improvements, if any, not be modified, removed or blocked without having first made alternative drainage arrangements. No Owner may alter, modify, remove or replace any Drainage Improvements located in such Owner's Lot and each Owner is prohibited from installing or causing the installation of any Improvements within their respective Lot such as but not limited to the placement or installation of any wall or fence in a manner or the grading or installation of any landscaping within the Lot which would materially impede the established drainage which would materially interfere with the proper functioning of the Drainage Improvements, unless such alterations are designed by a civil engineer, geotechnical consultant or other qualified consultant. Any modification, removal or replacement of Drainage Improvements must comply with law. If such Owner fails to maintain such Drainage Improvements and, as a result, imminent danger or damage to person or property may result to the other Owners, then the applicable Governing

Authority shall have the right of access onto such area for the purpose of clearing debris and other material so as to not impede the flow of water. This right of access shall be exercised only for the purpose of preventing damage to persons and property and the entering party shall use reasonable care so as to not cause any damage to the such areas. The Owner shall reimburse such entering Governing Authority for any costs and expenses incurred in clearing such debris.

2.16 Water Quality Management Plan. All Owners shall comply with the terms, provisions and conditions of and satisfy the obligations and responsibilities of use and maintenance imposed by the Water Quality Management Plan, including all best management practices contained therein, and shall perform all maintenance and repair that may be imposed by the Water Quality Management Plan that may affect his or her Lot. A complete copy of the Water Quality Management Plan shall be available for reference on file with the County.

2.17 Water Supply System. No individual water supply, sewage disposal or water softener system is permitted on any Lot unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water district, the applicable Governing Authority, and all other applicable governmental authorities.

2.18 View Obstructions. There are no views within the Properties which are protected to any extent pursuant to this Declaration, and no Owner who becomes subject to the terms hereof shall thereby obtain any view rights whatsoever. Each Owner by accepting a deed to a Lot hereby acknowledges that any construction or installation by Declarant or any other Owner following required approvals may impair the view of such Owner, and each Owner consents to such impairment. No vegetation or other obstruction may be installed or maintained on any Lot in such location or of such height as to unreasonably obstruct the view from any other Lot. Notwithstanding the foregoing, no Owner shall construct, maintain or install any Improvement so as to interfere with the view from any other Lot. Further, surrounding properties may be developed or altered consistent with County ordinances in a manner which may partially or totally obstruct views from any Owner's Lot. Neither Declarant nor the County makes any claim, warranty or guaranty that views from any Lot will be preserved as development of surrounding properties occurs. Each Owner acknowledges that (a) there are no protected views in the Properties, and no Lot is assured the existence or unobstructed continuation of any particular view, and (b) any construction, landscaping or other installation of Improvements by Declarant or other Owners may impair the view from any Lot, and each Owner hereby consents to such view impairment.

2.19 Solar Facility/Shading Restrictions. In connection with the residential development of the Properties, Declarant may offer Residences improved with solar power facilities or Owners may subsequently lease the use of or install solar power facilities on their residence (as the same may be modified from time to time, "**Solar Facilities**") including roof-integrated photovoltaic roof tiles, roof-mounted panels or other roof-mounted devices that collect solar energy ("**Solar Array**") and generate energy by exposure to the sun. The generation of energy will be reduced or even eliminated if trees, shrubs or other landscaping, structures or other improvements (collectively, "**Improvements**") are allowed to cause shading of the Solar Array. Therefore, for optimal operation and efficiency it is essential that the Solar Array have direct access to sunlight. To ensure optimal operation of the Solar Facilities, all Owners shall comply with the following:

2.19.1 California Solar Shade Control Act. The Owners shall not engage in any activity that is prohibited by the California Solar Shade Control Act, California Public Resources Code, Sections 25980 et. seq., as it may be amended from time to time (the "**Act**"), including, without limitation the installation and/or maintenance of Improvements in violation of the Act. If there is a conflict between the Act and the "**Shading Restrictions**" as described below, the document that provides for greater restriction on the shading of Solar Arrays shall control.

2.19.2 Shading Restrictions. The provisions of this Section 2.19 are referred to in this Declaration as the "**Shading Restrictions**". No Owner of a Lot within the Properties located in the vicinity of a Residence upon which a "solar collector", as defined in the Act, is located shall allow any Improvement(s) to be installed or maintained on such Lot which will, upon installation, or may at any time in the future, cast a shadow over the collector absorption area on the surface of any Solar Array located on such Lot or any other Lot greater than ten percent (10%) of the collector absorption area on the Solar Array at any one time between the hours of 10:00 a.m. and 2:00 p.m., local standard time ("**Prohibited Shading**"). Before constructing or installing any Improvement the Owner must make sure all Improvements comply with the Shading Restrictions at all times. Owners must consider the height at maturity of all trees, shrubs and other landscaping and the location and the height of all Improvements installed within their respective Lot, in order to prevent Prohibited Shading of any Solar Array, whether the Solar Array is located on the Owner's Lot or on a neighboring Lot. Notwithstanding the foregoing, the Shading Restrictions shall not apply to Improvements that were installed or constructed prior to the installation of the Solar Array that is being shaded ("**Existing Improvements**") by such Existing Improvements unless the Solar Array that is being shaded is installed by Declarant after the Existing Improvements as part of the original construction of a Residence by the Declarant ("**Declarant Installed Array**"). Therefore, the Shading Restrictions shall apply to Existing Improvements that shade any Declarant Installed Array. The Shading Restrictions are intended to apply, control and be enforceable regardless of the fact that an applicable local governmental agency has issued an approval, authorization or permit for the Improvement causing the Prohibited Shading.

2.19.3 Maintenance Requirements. Each Owner must continually prune, cut-back and otherwise limit the height and fullness of trees, shrubs and other landscaping within their respective Lot to prevent Prohibited Shading, and the restrictions on Prohibited Shading apply whether the Solar Array that is being shaded is located on the same Lot as the offending Improvement, or the Solar Array is located on a neighboring Lot.

2.19.4 Impact of Shading Restrictions. The Shading Restrictions, mean that the dimensions of some Lots within the Properties may not accommodate (a) the planting of any trees, or the planting of medium or large trees, within the Lot, (b) the installation of any upper-floor additions, roof-top structures or other tall Improvements and (c) the growth of trees and shrubs to mature heights. For example, the planting of shade trees and the construction of upper-floor additions may be prohibited as a result of the restriction against Prohibited Shading. Also, the Shading Restrictions may have the foregoing impacts on Lots on which no Solar Facilities are installed or constructed.

2.19.5 Resolution of Shading Disputes. If a dispute between Owners arises regarding the Shading Restrictions, including, without limitation the interpretation and/or enforcement thereof ("**Solar Dispute**") and the parties to the Solar Dispute ("**Dispute Parties**")

are not able to resolve the Solar Dispute by communication between themselves, the parties shall proceed as follows:

2.19.5.1 Mediation. The Solar Dispute shall first be submitted to mediation as provided in this Section.

(a) Selection of Mediator. Mediation shall be conducted by a single mediator employed by Judicial Arbitration and Mediation Services, Inc. ("JAMS") and in accordance with the rules established by JAMS. The Dispute Parties shall select the mediator from the rolls of JAMS within fifteen (15) days after a Dispute Party notifies the other party or parties in writing of such Dispute Party's election to mediation ("**Election to Mediate**"). If the Dispute Parties cannot agree on a mediator within such fifteen (15) day period, JAMS shall select the mediator. No person with any financial or personal interest in the mediation's result shall serve as a mediator, except by the written consent of the Dispute Parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption or bias or prevent a prompt commencement of the mediation process.

(b) Location of Mediation. The mediation shall be held in the County or such other place as is mutually acceptable to the Dispute Parties.

(c) Costs of Mediation. The fees and costs incurred by JAMS including fees of experts retained by JAMS, if any, and expenses or fees of the mediator shall be shared equally by the Dispute Parties.

(d) Refusal to Participate. If a Disputer Party refuses to participate in the mediation, then the other Dispute Party or Parties may initiate the proceeding as provided Section 2.19.5.2 below.

(e) Mediation Sessions. The mediation session(s) shall be commenced as quickly as reasonably practical in the discretion and judgment of the mediator but not later than thirty (30) days following selection of the mediator. The Dispute Parties shall cooperate in good faith with each other and with the mediator and shall provide all documents reasonably required by the mediator to be provided. Without mutual agreement of the Dispute Parties, the mediation shall exceed 4 hours.

(f) No Attorneys' Fees. The Dispute Parties shall be solely responsible for their own attorneys' fees and no Dispute Party shall be entitled to an award of its attorneys' fees.

2.19.5.2 Judicial Reference. If a Solar Dispute is not resolved by mediation, it shall be resolved by judicial reference as provided herein, and any other unresolved dispute that the parties desire to resolve by judicial reference, shall be submitted to general judicial reference pursuant to California Code of Civil Procedure Sections 638 through 645.1 or any successor statutes thereto. The parties to the dispute shall cooperate in the judicial reference proceedings. The referee shall have the authority to try, and shall try, all issues, whether or fact or law, including, without limitation, the validity, scope and enforceability of these dispute resolution procedures, and shall report a statement of decision to the court. The judicial reference proceedings shall be conducted pursuant to procedures specified by the selected referee and set forth herein, provided

that the following rules and procedures shall apply in all cases unless all parties agree otherwise in writing.

(1) The parties shall agree upon a single referee within (10) days of receipt by any party of a written request to resolve such dispute by judicial reference. If the parties are unable to agree upon a referee within such ten (10) day period, then any party may thereafter seek to have a referee appointed under the California Code of Civil Procedure Sections 638 and 640. If the referee is appointed by the Court, the referee shall be a neutral and impartial retired judge with substantial experience in relevant matters from JAMS, the American Arbitration Association ("AAA") or similar mediation/arbitration entity. The proposed referee may be challenged for any of the grounds listed in Section 641 of the California Code of Civil Procedure.

(2) The judicial reference proceedings shall proceed without a jury, and the parties acknowledge and agree that they are waiving any and all rights to a jury trial.

(3) The parties shall be entitled to conduct all discovery as provided in the California Code of Civil Procedure, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge, with rights to regulate discovery and to issue and/or enforce subpoenas, protective orders or other limitations on discovery available under California law.

(4) The judicial reference proceedings shall be conducted in accordance with California law (including the rules of evidence), and in all regards the referee shall follow California law as applicable at the time of the reference proceedings. The referee may issue any remedy or relief, other than punitive damages, which the courts of the State of California could issue if presented the same circumstances, and the referee shall follow and otherwise employ the standards for issuing such relief as defined by California law. The referee may require one or more pre-hearing conferences. A stenographic record of the proceedings shall be made. The referee's statement of decision shall contain findings of fact and conclusions of law to the extent applicable. The referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge. The statement of decision of the referee upon all of the issues considered by the referee shall be binding upon the parties, subject to rights of appeal as provided below, and upon filing of the statement of decision with the clerk of any court of the State of California having jurisdiction thereof, or with the judge where there is no clerk, judgment may be entered thereon in the same manner as if the action had been tried by the court. The judgment and decision of the referee shall be appealable in the same manner and subject to the same rules as if rendered by the court.

(5) If a dispute involves parties other than those listed in this Section, this provision shall be interpreted to bring such third-party disputes into the general reference procedure prescribed herein to the extent permitted by law and by the provisions of this Declaration. All parties shall cooperate in good faith to ensure that necessary and appropriate parties are included in the judicial reference proceeding. Declarant shall not be required to participate in the judicial reference proceedings if all parties against whom Declarant has necessary or permissive cross-claims or counterclaims, including, without limitation, other Declarant Parties, will not or cannot be joined in the judicial reference proceeding, such that Declarant would be forced to litigate in multiple forums or potentially face inconsistent rulings.

(6) The exclusive venue for all judicial reference proceedings shall be the County in which the Properties are located, unless all parties agree to a different location; and

(7) Except where attorneys' fees are awarded as an element of sanctions or pursuant to a written agreement, the parties shall bear their own attorneys' fees in any proceedings conducted hereunder. Unless otherwise agreed to by the parties or ordered by the referee, initiation/filing fees and all other costs and fees of the proceedings shall be advanced equally by the parties to the proceedings. In all cases, the costs and fees (including, without limitation, the initiation/filing fees, but excluding attorneys' fees) of such judicial reference proceedings shall ultimately be borne as determined by the referee in his discretion as the interests of justice dictate. The referee may award litigation costs to the prevailing party.

2.19.6 WAIVER OF COURT AND JURY TRIAL. AS TO ALL DISPUTES SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION PROVISIONS SET FORTH OR REFERENCED IN THIS SECTION, EACH OWNER AND THE DECLARANT WAIVE ANY RIGHTS TO JURY TRIAL, APPEAL AND OTHER CIVIL LITIGATION PROCEEDINGS FOR SUCH DISPUTES, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH OR REFERENCED HEREIN.

2.20 Installation of Yard Landscaping. Each Owner shall complete the installation of all landscaping improvements within all the yard areas of such Owner's Lot (not installed by Declarant) within six (6) months after the Close of Escrow and shall be composed of landscaping improvements designated water-efficient by prevailing industry standards, in accordance with all applicable laws and regulations including without limitation County of Riverside Ordinance No. 859 and the County of Riverside Guide to California Friendly Landscaping. Each Owner shall obtain all permits and licenses necessary and shall comply with all requirements of the applicable Governing Authority prior to the installation of any landscaping Improvements within such Owner's Lot.

2.21 Rights of Disabled. Each Owner may modify his or her Residence and the route over the Lot leading to the front door of their respective Residence, at Buyer's sole cost and expense, in order to facilitate access to such Residence by persons who are blind, visually impaired, deaf or physically disabled, or to alter conditions which could be hazardous to such persons, in accordance with all applicable laws, ordinances and regulations including without limitation California Civil Code Section 4760 and the California Building Standards Code in effect at the time.

2.22 Temporary Buildings. No outbuilding, tent, shack, shed or other temporary building or Improvement may be placed upon any portion of the Properties either temporarily or permanently, except for portable sanitation facilities as required by law during periods of construction. No Garage, carport, trailer, camper, motor home, recreational vehicle or other vehicle may be used as a residence in the Properties, either temporarily or permanently.

2.23 Drilling. No oil drilling, oil, gas or mineral development operations, oil refining, geothermal exploration or development, quarrying or mining operations of any kind may be conducted on the Properties, nor are oil wells, tanks, tunnels or mineral excavations or shafts

permitted upon the surface of any Lot or within five hundred feet (500') below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil, geothermal heat or natural gas may be erected, maintained or permitted on any Lot.

2.24 Toxic or Noxious Matter; Disposal of Toxic and Hazardous Waste Products; Erosion and Drainage Control. All Hazardous Materials shall be properly disposed of within the Properties in compliance with applicable law, including any applicable storm water pollution prevention plan. Hazardous Materials such as toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, anti-freeze, solvents, paints, paint thinners, wood preservatives and other such fluids shall not be discharged into any street or any storm drain or storm water conveyance system within the Properties. Use and disposal of Hazardous Materials, including, pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemical treatments shall meet the applicable Governing Authority requirements as prescribed in their respective containers.

2.25 Pollutant Control.

2.25.1 NPDES Requirements. The Properties are subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System ("NPDES") adopted pursuant to the Federal Clean Water Act. Pursuant to a NPDES General Permit adopted by the state Water Resources Control Board and the County NPDES Storm Water Permit Program, Drainage Area Management Plan ("DAMP"), the applicable Governing Authority has adopted the Water Quality Management Plan for the Properties which identifies certain Best Management Practices ("BMP") to reduce the discharge of pollutants to storm water facilities, before, during and after construction on the Properties is completed. Where applicable, each Owner shall comply with all BMPs and perform all maintenance imposed by DAMP and the Water Management Plan, as amended.

2.25.2 BMP Guidelines. All Owners shall comply with the terms, provisions and conditions of and, where applicable, satisfy the obligations and responsibilities of maintenance and repair imposed by the Water Quality Management Plan, including all best management practices (BMPs) contained therein, including the maintenance and repair of all non-structural BMPs located within his or her Lot in accordance with the terms of the Water Quality Management Plan. Without limiting the foregoing, each Owner shall ensure that all landscape irrigation installed within such Owner's Lot is implemented and maintained in accordance with the BMPs which may include the provision for water sensors and programmable irrigation times allowing for shirt watering cycles. A complete copy of the Water Quality Management Plan shall be on file with the County and available for reference upon request.

2.26 No Mechanic's Liens. No Owner shall cause or permit any mechanic's lien to be filed against any portion of the Properties for labor or materials alleged to have been furnished or delivered to the Properties or any portion thereof for such Owner, and any Owner who does so shall immediately cause the lien to be discharged.

2.27 Installations; Structural Integrity; Improvements. No paper, cardboard, aluminum foil, newspaper, paint, reflective material or other temporary window coverings shall be permitted; provided, however, for a period not to exceed thirty (30) days following the Close of Escrow for a Residence, the Owner of such Residence may use clean pressed white sheets, neatly hung, as

temporary window coverings pending the installation of drapes, curtains, shutters or other appropriate interior window coverings. Nothing may be done in any Lot which may impair the structural integrity of any building in the Properties. All Improvements installed or constructed by an Owner within his or her Lot must be completed in accordance with all applicable laws and regulations, including, but not limited to, the laws, regulations and ordinances of the County including without limitation the Development Plan. Nothing in this section shall be deemed to prohibit the installation or use of a Solar Energy System.

ARTICLE III DISCLOSURES

Much of the information included in this Article (a) was obtained from other sources (*e.g.*, governmental and other public agencies and public records) and (b) is subject to change for reasons beyond the control of Declarant. Therefore, Declarant does not guarantee the accuracy or completeness of any of the information in this Article. Further, Declarant does not undertake to advise any Person of any changes affecting the disclosures in this Article.

3.1 No Representations or Warranties. No guaranties, representations or warranties, express or implied, have been given or made by Declarant or its agents in connection with the Properties, including physical condition, zoning, compliance with laws, or fitness for intended use, nor in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation of the Properties as a planned unit development.

3.2 Concrete and Masonry Improvements. Special attention is required in designing concrete and masonry Improvements such as masonry walls and planters, concrete slabs, pools, spas and decking. For example, steel reinforcing bars may be required in lieu of steel mesh in concrete patio slabs. Block walls may require extra horizontal and vertical steel reinforcing bars. Pools and spas located at the top or bottom of a slope or on expansive soils require special design.

3.3 Drainage and Irrigation. Owners must use adequate drainage and irrigation control. The construction or modification of Improvements should not result in ponding of water. The landscape irrigation system should be designed and operated to prevent excessive saturation of soils. Water must drain away from footings and other Improvements and obstructions such as walls should not be constructed across swales unless adequate replacement Drainage Improvements have been installed or created. Planters should be lined with an impervious surface and should contain outlets to drain excess water.

3.4 Grading. The grading and drainage design in the Properties should not be altered in the course of installing Improvements in a manner that will redirect surface water flow toward the Residences or onto adjacent property or that will trap water so that it ponds or floods. Drainage devices such as concrete ditches, area drain lines and gutters should be carefully designed and installed with professional assistance then maintained in an unobstructed condition. Drainage devices installed by the Declarant and designed to serve more than one Lot should not be altered in any manner that will redirect or obstruct the drainage through these drainage devices. Grading and drainage modifications are subject to law and the terms of any drainage easements of Record.

3.5 Electric Power Lines and Electromagnetic Fields. Underground or overhead electric transmission and distribution lines and transformers are located within and around the Properties. Power lines and transformers produce extremely low-frequency electromagnetic fields ("ELF-EMF") when operating. For some time, there has been speculation in the scientific community about health risks associated with living near ELF-EMF sources. In 1992, the United States Congress authorized the Electric and Magnetic Fields Research and Public Information Dissemination Program ("EMF-RAPID Program") to perform research on these issues and to analyze the existing scientific evidence in order to clarify the potential for health risks from exposure to ELF-EMF. In May of 1999, the National Institute of Environmental Health Sciences ("NIEHS") issued a report to Congress summarizing its review of scientific data from over three hundred studies on ELF-EMF health risks. The ELF-EMF studies consists of both epidemiological studies (studies of exposure in human populations) and controlled laboratory experiments on animal and cell models. While some epidemiological studies suggested some link between certain health effects and exposure to ELF-EMF, the laboratory experiments did not support such a link. According to the NIEHS report, the scientific evidence shows no clear pattern of health hazards from ELF-EMF exposure, and the NIEHS report did not find evidence of any link sufficient to recommend widespread changes in the design or use of electrical transmission equipment. However, because the evidence does not clearly rule out any effect, NIEHS advocated continuing inexpensive and safe reductions in exposure to ELF-EMF and endorsed current utility practices regarding design and siting of new transmission and distribution lines. The California State Department of Education has established site selection standards for locating new schools near power lines with voltages of 50kV or greater. No state agency has established any setback or other limitations on construction of residential housing in the vicinity of electric power lines. At present, California has no formal rules or guidelines, but advocates "**no and low cost**" of EMF. This means minimizing EMF exposure when it is easy and inexpensive to do so. Further information on this subject is available from the California Public Utilities Commission, located at 505 Van Ness Avenue, San Francisco, California 94102, (415) 703-2782 or on their website at <https://www.cpuc.ca.gov/General.aspx?id=4879> Additional information on ELF-EMF and copies of the NIEHS report are available from the EMF-RAPID website as <http://www.niehs.nih.gov/health/topics/agents/emf/>.

3.6 Commercial/Industrial Uses. The Property is located adjacent to property zoned to allow manufacturing, commercial or airport uses. Accordingly, pursuant to California Code of Civil Procedure Section 731a, except in an action to abate a public nuisance brought in the name of the people of the State of California, no person or persons, firm or corporation shall be enjoined or restrained by the injunctive process from the reasonable and necessary operation in any such industrial or commercial zone or airport of any use expressly permitted therein, nor shall such use be deemed a nuisance without evidence of the employment of unnecessary and injurious methods of operation.

3.7 Notice of Right to Farm. This Property is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map", issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the Property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the

storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizer, pesticides and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

3.8 Offers of Dedication. Portions of the Properties may be subject to irrevocable offers of dedication as shown on the Recorded tract map(s) for the Properties. The Governing Authority may accept the offer of dedication and assume responsibility for maintaining these portions of the Properties at any time.

3.9 Natural Open Space Areas. The Properties are located in close proximity to natural open space areas which provide habitat for various forms of wildlife, including, but not limited to, rats, mice, poisonous and other types of snakes, raccoons, opossums, skunks, squirrels, rabbits, insects and poisonous vegetation (e.g., poison ivy, poison oak, etc.). Animal wildlife may venture from the natural open space areas into the Properties, including an Owner's Lot. The natural open space areas include certain types of vegetation and wildlife that are protected species pursuant to federal or state environmental laws and/or pursuant to agreements or other arrangements with Governing Authorities. Owners and Owner Parties should keep domestic pets within their Residences to protect them from being attacked by wildlife and to prevent them from preying on endangered species in the natural open space areas. Each Owner assumes all risks pertaining to such wildlife and releases Declarant and its shareholders, directors, officers, employees, consultants and agents from any and all claims, damages, costs, expenses, losses and other liability (including attorneys' fees) for death or injury to any person and/or damage to any property arising from or otherwise relating to such wildlife.

3.10 Utility Easements and Facilities. Lots may be subject to easements and/or other rights in favor of utility companies, local governmental agencies, and other Persons. These easements and rights may include access onto Lots for purposes of installing, constructing, inspecting, maintaining and repairing facilities which are customary for residential developments (including, but not limited to, water lines; sewer lines; electrical lines and facilities; natural gas pipelines; telephone lines and facilities; cable television lines; street lights; mailboxes; traffic signs; fire hydrants; etc.). These facilities may be located above ground or below ground. In either case, the foregoing easements, rights and facilities may restrict the use and type of Improvements you can make to Lots, and the utility company, local government agency or other persons benefited by such easement or right may have the right to remove Improvements on the easement area without any obligation to repair or restore them.

3.11 Post-Tension Concrete Systems. Lots may have been built using a post-tension concrete system ("**System**"). The System involves placing steel cables under high tension in the concrete slab located beneath the Residence. Therefore, any attempt to alter or pierce the foundation (e.g., sawing, cutting or drilling) could damage the integrity of the System and/or cause serious injury or damage to persons and personal property. Declarant shall not be responsible for any damage or injury resulting from or arising in connection with the alteration of the slab or foundation of any Residence in the Properties. By acceptance of a deed to a Lot, each Owner

agrees that they shall: (i) not cut into or otherwise tamper with the System; (ii) not knowingly permit or allow any other Person to cut into or tamper with the System so long as the Owner owns any interest in the Lot; (iii) disclose the existence of the System to any Person who rents, leases or purchases the Residence; and (iv) indemnify and hold Declarant, and its officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant.

3.12 Slope Areas. There may be natural and manufactured slopes in the Properties. Owners of Lots which are adjacent to slopes should follow certain maintenance practices recommended by geotechnical consultants including, without limitation, the following: (1) surface water run off shall be directed away from the top of slopes, and generally directed to the street into an approved drainage collection device; (2) gutters, roof and yard run off should be directed to either the street or storm drain by a hardened device such as sidewalks, pipes, gutters and driveways; (3) roof and ground drainage devices should be kept clear of debris and silt; (4) leakage from spas and water lines should be corrected as soon as possible after discovery and periodic inspections of such Improvements is advisable; (5) spas should be situated as far back from the tops of slopes as possible; and (6) rodent control on or near slopes should be performed on a regular basis, since animal burrows can act as conduits for water, resulting in soil erosion and slope destabilization.

3.13 Fill Soil. Residences in the Properties may be constructed on fill soil in accordance with the recommendations and inspection of licensed civil and soils engineers. Further information on soils, geologic and filled ground is available at the Riverside County Transportation Department, 2950 Washington St, Riverside, CA 92504.

3.14 Soil Experts. Before completing a spa or any patio, concrete or other flatwork on the Lot, you must consult with a licensed soils engineer to ensure that such work is constructed correctly in light of current soils conditions. Although consulting with a soils expert may add substantially to the cost of installation of Improvements, failure to do so may result in significant breaking, lifting, separating, tilting and/or cracking in Improvements.

3.15 Insurance Obligations of Owners. Each Owner shall be solely responsible for insuring all of his Residence and other Improvements on his Lot, including, without limitation, the structural portions of such Residence, against loss or damage by fire or other casualty. Each Owner shall also be solely responsible for obtaining adequate comprehensive public liability insurance, including medical payments and malicious mischief, insuring against liability for bodily injury, death, and property damage arising from his activities on his Lot.

3.16 Disclaimer of Liability. The Declarant shall not be liable or responsible for any damage to Improvements constructed or modified by an Owner or that is the result of Improvements constructed or modified by an Owner. Improvements should not be installed, constructed or modified without the assistance of qualified consultants.

3.17 Additional Provisions. The Owners should be aware that there may be provisions of various laws, including the Davis-Stirling Common Interest Development Act codified at Sections 4000 *et seq.* of the California Civil Code and the federal Fair Housing Act codified at

Title 42 United States Code, Section 3601 *et seq.*, which may supplement or override the Restrictions. Declarant makes no representations or warranties regarding the future enforceability of any portion of the Restrictions.

3.18 Repair and Maintenance by Owners.

3.18.1 The Lots. Each Owner shall maintain and repair, at his or her sole expense, the entirety of such Owner's Lot and the Residence (including the exterior and roof thereof) and all other Improvements on the Owner's Lot, including without limitation all landscaping and irrigation systems lying therein and any fence or wall constructed on the Lot along the Lot Line abutting any public property, in good condition and repair, and otherwise in a clean, sanitary and attractive condition in accordance with the original construction design of the Improvements within the Properties and, where applicable, the Development Plan including the Fire Protection Plan and Water Quality Management Plan. Each Owner shall be obligated to pay for any damage to any other Lot caused by such Owner. Each Owner shall pay when due all charges for any utility service which is separately metered to his Lot. Without limiting any term or provision described or abrogating any responsibility delegated within this Section 3.18.1, each Owner shall maintain and repair, replace, and inspect, as the case may be, all portions of such Owner's Lot including without limitation the following:

(a) All landscaping and irrigation Improvements within such Owner's Lot (i) in a clean, healthy and attractive condition, (ii) free of weeds, disease and pests and (iii) otherwise in compliance with the Development Plan and all applicable County ordinances including Riverside County Guide to California Friendly Landscaping and County of Riverside Ordinance No. 859, as adopted and as may be amended, which may require the installation of "California Friendly Landscaping" and weather based irrigation controllers as described therein; The Utility Facilities servicing an Owner's Lot and located either within or without the outside perimeter of the exterior walls, floors and ceilings of the Residence thereon, so long as those systems are used exclusively by such Owner and not in common;

(b) The Technology Facilities servicing an Owner's Lot and located either within or without the outside perimeter of the exterior walls, floors and ceilings of the Residence thereon, so long as those systems are used exclusively by such Owner and not in common;

(c) All portions of any wall or fence constructed on such Owner's Lot, subject to the provisions of Section 3.18.2 below, including where applicable those certain non-flammable walls located within any Fuel Modification Zone (as defined in the Fire Protection Plan) which enclose any portion of an Owner's Lot and which lie along the common boundary between an Owner's rear or side yard and any designated open space area, in accordance with the terms and provisions of the Fire Protection Plan.

(d) All non-structural BMPs located within an Owner's Lot shall be inspected, maintain and repaired in a manner and with the frequency required by the Water Quality Management Plan to ensure such non-structural BMPs are maintained in good condition and repair and to ensure the proper functioning thereof, in accordance with the terms and provisions of the Water Quality Management Plan.

(e) All Drainage Improvements located within an Owner's Lot shall be maintained and repaired in a manner and to the extent necessary to maintain the same in good condition and repair and each Owner shall provide for all necessary maintenance services and cause all acts to be done which may be necessary or proper to maintain the Drainage Improvements free of debris and any other material which may materially impede the flow of water and to assure the proper functioning thereof, in accordance with the terms and provisions of all applicable laws and regulations and the Water Quality Management Plan.

3.18.2 Party Walls. Each wall or fence built as a part of the original construction of the Residences upon the Properties and placed on the dividing line between the Lots is a Party Wall, and to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions apply thereto.

(i) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners of the Lots connected by such Party Wall. However, each Owner shall be solely responsible for repainting the side of any Party Wall facing his Lot.

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

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

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

3.18.3 Parkway Landscaping. Each Owner shall maintain and repair, at his or her sole expense, all landscaping improvements located within those certain portions of the parkways lying adjacent to such Owner's Lot abutting the boundaries of any street which are not to be maintained by the County Service Area or any other public or quasi-public maintenance district, agency or entity, as further depicted on **Exhibit "SP"** attached hereto or any exhibit attached to any Supplemental Declaration or Notice of Addition, in a clean, healthy and attractive condition, (ii) free of weeds, disease and pests and (iii) otherwise in compliance with the Development Plan and all applicable County ordinances including Riverside County Guide to California Friendly Landscaping and County of Riverside Ordinance No. 859, as adopted and as may be amended;

3.18.4 Standards of Maintenance. Unless otherwise described in this Section 3.18, all such maintenance, repair and replacement obligations and duties of Owners, as described in this Section 3.19, shall be conducted in conformance with all applicable laws and regulations

including without limitation the Development Plan, and in a manner and to the extent necessary to maintain such areas and Improvements in good condition and repair and to avoid the reasonable determination by a duly authorized official of the County that a public nuisance has been created and is detrimental to public health, safety or general welfare by the lack or absence of adequate maintenance of such areas or Improvements.

3.18.5 General Provisions. Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply: Each Owner of an individual Lot shall continuously maintain the Lot and the drainage area within the Lot in such a manner so as to allow for the retention and disposition of storm water flows. This Declaration shall not be terminated, 'substantially' amended, or property deannexed therefrom absent the prior written consent of the Assistant TLMA Director – Community Development of the County of Riverside, or the County's successor-in-interest. A proposed amendment shall be considered 'substantial' if it affects the extent, usage or maintenance of the drainage areas established pursuant to this Declaration.

3.19 Repair and Maintenance of Subdivision Property. The Subdivision Property, or those certain portions thereof, shall be owned in fee title and perpetually maintained, repaired and otherwise cared for, except for those certain areas thereof and Improvements thereon, if any, which have been designated the responsibility of an Owner(s) to maintain and repair as set forth in this Declaration, by the agency or entity shown and described on **Exhibit “SP”** attached hereto or any exhibit attached to any Supplemental Declaration or Notice of Addition, including without limitation any and all of the following improvements, facilities, systems and areas lying therein: (i) the landscaping and associated Improvements thereof including that certain landscaping lying within and adjacent to those certain portions of the public street; (ii) hardscape improvements; (iii) street lights; (iv) streets, roadways, walkways, sidewalks and trails, (v) drainage facilities and systems including without limitation on-site storm drain systems, basins and water quality treatment facilities including the inspection, maintenance and repair of those certain BMPs further described in the Water Quality Management Plan; (vi) public rights-of-way; (vii) walls and fences; (viii) open space areas whether natural, passive or active and all Improvements lying therein including those open space areas dedicated for environmental conservation purposes; (ix) fuel modification areas and Improvements lying therein as designated in the Fire Protection Plan; (x) amenities, if any, designed and designated for the common use and enjoyment of the public such as but not limited to all recreational facilities, amenities and equipment; (xi) slopes; and (xii) Utility Facilities, all the foregoing in accordance with the terms and subject to the requirements of all applicable federal, state and local laws and regulations which shall include without limitation the Development Plans, any condition of approval or any County-approved plan, program, permit or application issued for the Properties.

3.19.1 Repair and Maintenance by Conservation Authority. Subject to and without limiting any term or provision described or abrogating any responsibility delegated in Section 3.19 above, the Conservation Authority or any successor agency or entity thereof shall hold fee title to and perpetually maintain and repair all the real property and Improvements located within those certain open space conservation areas lying within the Subdivision Property shown as Open Space Conservation Lots 53 and 54 on Map No. 30760-1, as further depicted on **Exhibit “SP”** attached hereto.

3.19.2 Repair and Maintenance by County Transportation Department. Subject to and without limiting any term or provision described or abrogating any responsibility delegated in Section 3.19 above, the County Transportation Department or any successor agency or entity thereof shall hold fee title to and perpetually maintain and repair all the real property and Improvements located within those certain portions of the streets lying within the Subdivision Property shown without limitation as Camino Lunde, Camino Rohn, Camino Boyd, Camino Allen, Calle Luke, Corte Nicholas, Corte Miguel, Camino Richard, Calle Rebekah, and Camino William, on the Final Maps, as further depicted on **Exhibit "SP"** attached hereto, excepting therefrom those certain areas and Improvements therein, if any, which have been designated the responsibility of an Owner(s) to maintain and repair as set forth in this Declaration.

3.19.3 Repair and Maintenance by County Service Area. Subject to and without limiting any term or provision described or abrogating any responsibility delegated in Section 3.19 above, the County Service Area or any successor agency or entity thereof shall (i) hold fee title to all the real property and Improvements located within those certain portions of the Subdivision Property as shown on **Exhibit "SP"** attached hereto, excepting therefrom all portions of any Lots lying therein, and (ii) perpetually maintain and repair all the real property and Improvements located within those certain portions of the Subdivision Property, excepting therefrom those certain areas and Improvements which have been designated the responsibility of an Owner(s) to maintain and repair as set forth in this Declaration, as shown on **Exhibit "SP"** attached hereto which shall include without limitation all of the following improvements lying therein: (iii) all drainage facilities and systems including those certain BMPs described in the Water Quality Management Plan, whether structural or non-structural, including the required periodic inspections thereof at such frequency and in such a manner as required by and in accordance with the terms and provisions of the Water Quality Management Plan; (iv) landscaping and irrigation improvements including that certain landscaping located within the parkways lying adjacent to any street within the Properties unless such areas are to be maintained by the Owner(s) as provided for herein; (v) slopes including those exterior erosion control slopes; (vi) open space areas whether designated passive or active and the Improvements or amenities located thereon excluding therefrom any open space areas designated "open space conservation areas" as shown on any Final Map; (vii) those certain landscaping areas and associated Improvements located within any residential Lot as may be shown on the Final Maps; and (viii) all Fuel Modification Zones as described in the Fire Protection Plan.

ARTICLE IV PROPERTY EASEMENTS AND RIGHTS

The ownership interests in the Lots described in this Declaration are subject to the covenants, conditions, restrictions and reservation of easements granted and reserved in this Declaration. Each of the easements reserved or granted under this Declaration shall be deemed to be established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their respective Lots and the Declarant. Individual grant deeds to a Lot may, but shall not be required to, set forth the easements specified in this Article.

4.1 Easements.

4.1.1 Declaration Subject to Easements. Notwithstanding anything herein expressly or impliedly to the contrary, this Declaration and the Properties, including each Lot therein, shall be subject to all easements shown on any final subdivision map recorded against the Properties and to all easements heretofore or hereafter granted by Declarant for purposes of landscape and irrigation maintenance and repair and the installation and maintenance of utilities and drainage facilities that are necessary for the Properties.

4.1.2 Utility Easements. Declarant reserves easements to install and maintain utilities in the Properties for the benefit of the Owners and their Lots. Declarant reserves the right to grant additional easements and rights-of-way throughout the Properties to utility companies and public agencies as it deems necessary for the proper development and disposal of the Properties. Declarant's right shall expire on the Close of Escrow for the sale of the last Lot in the Properties.

4.1.3 Encroachments. Declarant reserves for its benefit and for the benefit of Owners and their Lots a reciprocal easement appurtenant to each Lot over the other Lots for the purpose of (a) accommodating any existing encroachment of any wall, fence or any other authorized Improvement, and (b) maintaining the same and accommodating authorized construction, reconstruction, repair, shifting, movement or natural settling of the Residences or other Improvements. Use of the foregoing easements may not unreasonably interfere with each Owner's use and enjoyment of adjoining Lots. The easement for maintenance of the encroaching shall exist so long as the encroachment exists; provided, however, that no valid easement of encroachment shall be created due to the willful misconduct of any Owner. Any easement of encroachment may, but need not, be cured by repair and restoration of the structure.

4.1.4 Completion of Improvements. Declarant reserves the right and easement to enter the Properties to complete any Improvement which Declarant considers desirable to implement Declarant's development plan.

4.1.5 Access Easements. Declarant reserves for its benefit and for the benefit of the Owners of Residences that may be constructed in the Properties, easements for pedestrian and vehicular access over all streets and driveways located within the Property.

4.1.6 Support, Maintenance and Repair. There is hereby reserved and granted a non-exclusive easement appurtenant to all the Lots, as dominant tenements, through the other Lots, as servient tenements, for the support, maintenance and repair of the applicable Lot(s). Each Owner shall permit other Owners, and their representatives, to enter his or her Lot to perform installations, alterations or repairs to the mechanical or electrical services to a Lot if (a) requests for entry are made in advance; (b) entry is made at a time reasonably convenient to the Owner whose Lot is to be entered; and (c) the entered Lot is left in substantially the same condition as existed immediately preceding such entry. Any damage to the Lot caused by entry under this Section 4.1.5 shall be repaired by the entering Owner.

4.1.7 Light, Air and View. No Owner shall have an easement for light, air or view over the Lot of another Owner and no diminution of light, air or view by any Improvement

now existing or hereafter erected shall entitle the Owner or any invitee to claim any easement for light, air or view within the Properties.

4.1.8 Drainage. Declarant reserves and grants reciprocal nonexclusive easements over each Lot in favor of adjoining Owners as may be necessary for purposes of accommodating the drainage of water along drainage systems and Improvements as originally established or constructed by Declarant.

4.1.9 Declarant Completion Easements. Declarant reserves for its benefit easements of access, ingress and egress over the front, side and rear yard areas, if any, of the Lots only to the extent necessary for purposes of permitting Declarant to (i) complete Improvements to be constructed within adjacent Lots and other property, and (ii) to install and remove temporary side and rear yard fencing and install permanent fencing. Each Owner, by acceptance of a deed to a Lot, acknowledges and understands that Declarant may install temporary fencing on the rear or side portions, if any, of the Lots until adjacent Residences or other property have been completed, and that permanent fences may not be installed until such time. Until permanent fencing is installed by Declarant on the boundary lines of the applicable Lots, Owners shall not be entitled to install any landscaping or other Improvements within the yard or side areas, if any, of their respective Lot. If any such landscaping or Improvements are installed, Declarant shall not be responsible for any loss or damage to such landscaping Improvements within the yard area of their Lots resulting from Declarant's exercise of its easement rights under this Section.

4.1.10 Easements for County Access and Public Service Use. Declarant hereby reserves easements over the Properties, as necessary, for public services of the federal government and County and any other Governing Agency including but not limited to the (i) delivery, deposit and pick-up of United States mail by the United States Postal Service, (ii) the maintenance of the Subdivision Property, and (iii) right of law enforcement and fire protection personnel to enter upon any portion of the Properties for the purpose of carrying out their official duties, all in accordance with all applicable federal and state laws and regulations.

4.1.11 Reservation of Easements. Declarant hereby reserves for the benefit of each Owner and such Owner's Lot reciprocal, nonexclusive easements over the adjoining Lot(s) for the control, maintenance and repair of the utilities serving such Owner's Lot. Declarant expressly reserves for the benefit of all of the real property in the Properties, and for the benefit of all of the Lots and of the Owners, reciprocal, nonexclusive easements over all Lots, for maintenance and repair of utility services, for drainage from the Lots of water resulting from the normal use of adjoining Lots, and for maintenance and repair of any Lot. Declarant and the Owners of each Lot along or adjacent to such Lot boundary line shall have an easement appurtenant to such Lot over such Lot boundary line to and over the adjacent Lot for the purposes of accommodating any natural movement or settling of any Lot located thereon, any encroachment of any Lot due to minor engineering or construction variances, and any encroachment of eaves, roof overhangs and architectural features comprising parts of the original construction of any Lot.

4.2 Right to Grant Exclusive Easements. Declarant reserves the right, but not the obligation, to grant easements over the Properties for the exclusive use by an Owner or Owners of contiguous property as a yard, recreational, gardening, and landscaping area. Any such easement may be conveyed by the Declarant before the last Close of Escrow for sale of a Lot in the

Properties. The purpose of the easement, the portion of the Properties affected, the Lot to which the easement is appurtenant, and any restrictions on use of the easement area shall be identified in a Recorded grant of easement.

ARTICLE V PROPERTIES USE RESTRICTIONS; ENFORCEMENT

5.1 Properties Use Restrictions. The Properties shall be subject to and developed, maintained and otherwise used in conformity with all applicable provisions, restrictions and conditions of (i) the Riverside County Municipal Code, (ii) those certain conditions of approval for Tentative Map 30760 approved by the Riverside County Board of Supervisors imposing certain conditions and requirements upon the development of the Properties, (iii) the Development Plans, (iv) any County-approved plan, program, permit or application applicable to the Properties, and (v) any other County resolution, plan or program, and (vi) the requirements of the Subdivision Map Act, as applicable (collectively, the “**County-Approved Project Documents**”).

5.2 Enforcement Rights. Any Owner of a Lot within the Properties and/or the Declarant, shall have the right, but not the obligation, to enforce, by proceedings at law or in equity, any or all of the covenants imposed by this Declaration including, without limitation, the right to prosecute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

5.2.2 County Enforcement Authority. Notwithstanding any other provision of this Declaration to the contrary, the County shall have the right, but not the obligation, to enforce any or all provisions of this Declaration as a third-party beneficiary thereof to the extent this Declaration contains provisions, terms or conditions implementing the County-Approved Project Documents or any portion thereof. Failure by the County to enforce any restriction, covenant, condition, limitation or reservation imposed by the provisions of this Declaration as described in this Section 5.2.2 does not constitute a waiver of the County’s right to do so. Nothing contained herein shall limit any other right or remedy which County may exercise by virtue of authority contained in any applicable ordinance or state law.

5.3 Violation of Covenant Deemed Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by the County, by any other appropriate governmental agency or by any Owner, including the Declarant, or by such Owner's successors in interest.

5.4 Remedies are Cumulative. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

5.5 Failure to Enforce Covenants. The failure of the County, appropriate governmental agency or any owner, including the Declarant, to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

5.6 Effect of Breach on Mortgagees. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any Lot; provided, however, that any subsequent Owner of such Lot shall be bound by said covenants, whether or not such Owner's title was acquired by foreclosure, a trustee's sale or otherwise.

ARTICLE VI DURATION AND AMENDMENT

6.1 Duration. This Declaration shall continue in full force unless a declaration of termination satisfying the requirements of an amendment to this Declaration established in Section 6.2 is Recorded.

6.2 Termination, Amendment and Severability. All the covenants, conditions, and restrictions contained in this Declaration shall run with the Properties and shall be binding on and enforceable by all Owners for a period of sixty (60) years after the Recordation of this Declaration and, thereafter, said covenants, conditions, and restrictions shall automatically be extended for successive periods of ten (10) years. However, except as provided below and subject to Section 3.18.5, the Owners of sixty seven percent (67%) of the Lots by execution and Recordation of a written instrument may at any time determine to amend, revoke or cancel all or any part of this Declaration. In making a determination to amend, revoke or cancel all or any part of this Declaration, each Owner shall be entitled to one (1) vote for each Lot owned and if any Lot is owned by more than Person, the vote of such Lot shall be cast as such Persons, among themselves determine. Notwithstanding any of the provisions of this Declaration, so long as Declarant owns all or any portion of the Properties, Declarant may unilaterally amend this Declaration by Recording a written instrument signed by Declarant in order to (a) conform this Declaration to the requirements to VA, FHA, FNMA, GNMA, FHLMC, the County, or any other governmental authority (b) amend, modify, terminate or add to any portions of Article VI below or (c) to correct any inadvertent or typographical error. Notwithstanding any other provisions of this Declaration, so long as Declarant owns any portion of the Properties, this Declaration (including this Article VI) cannot be amended within the prior written approval of Declarant.

6.3 Termination Approval. Termination of this Declaration requires approval of the Owners as provided in Section 6.2.

ARTICLE VII DISPUTES

7.1 Dispute with Declarant Parties. Declarant is hereby establishing procedures for any claims regarding damage to or defects in the design and/or the construction of any Lot ("**Dispute**") between an Owner and Declarant.

7.1.1 Fit and Finish Limited One Year Warranty. Owner, by accepting title to Owner's Lot, hereby acknowledges that Declarant has provided, and Owner has received, Declarant's Fit and Finish One Year Limited Warranty. Owner shall cause a copy of such Fit and Finish One Year Limited Warranty to be provided to any subsequent purchaser of the Lot who acquires the Lot on or before the first anniversary of the date of the recordation of the original

Grant Deed conveying the Lot to the original Owner in the official records of the county in which the Lot is located.

7.1.2 Maintenance and Preventive Maintenance Recommendations. Owner, by accepting title to the Lot, hereby acknowledges that Declarant has provided, and Owner has received, all maintenance and preventive maintenance recommendations that pertain to the Lot as of the date such information was compiled by Declarant. Notwithstanding the foregoing, Declarant and Owner acknowledge that as of the date hereof, all such relevant information may not be available and, therefore, Declarant shall have the right, by written notice to Owner, to supplement and/or amend such maintenance and preventive maintenance recommendations from time to time. Nothing in the maintenance and preventive maintenance recommendations provided by Declarant to Owner is intended to constitute, or shall be interpreted to constitute, "enhanced protection agreement" as defined in Section 901 of the California Civil Code. Owner agrees that Owner shall faithfully follow all such maintenance and preventive maintenance recommendations and Owner shall cause any tenant of Owner to follow all such recommendations. Owner agrees that Owner shall provide all such maintenance and preventive maintenance recommendations to any subsequent purchaser of the Lot from Owner.

7.1.3 Products Maintenance, Preventive Maintenance and Limited Warranty Information. Owner, by accepting title to the Lot, hereby acknowledges that Declarant has provided, and Owner has received, all manufactured product maintenance, preventive maintenance and limited warranty information that pertain to the Lot as of the date such information was compiled by Declarant. Notwithstanding the foregoing, Declarant and Owner acknowledge that as of the date hereof, all such relevant information may not be available and, therefore, Declarant shall have the right, by written notice to Owner, to supplement and/or amend such manufactured product maintenance, preventive maintenance and limited warranty information from time to time. Nothing in the products maintenance, preventive maintenance and limited warranty information provided by Declarant to Owner is intended to constitute, or shall be interpreted to constitute, "enhanced protection agreement" as defined in Section 901 of the California Civil Code. Owner agrees that Owner shall faithfully follow all such maintenance recommendations contained in all such manufactured product maintenance, preventive maintenance and limited warranty information and Owner shall cause any tenant of Owner to follow all such recommendations. Owner agrees that Owner shall provide all such manufactured product maintenance, preventive maintenance and limited warranty information to any subsequent purchaser of the Lot from Owner.

7.1.4 Fix It Law Procedures. Declarant hereby notifies Owner of the existence of the pre-litigation procedures as set forth in Chapter 4 of Title 7 (commencing with Section 910) of Part 2 of Division 2 of the California Civil Code and further notifies Owner that such procedures impact the legal rights of Owner. Owner acknowledges that Declarant has provided to Owner a written copy of Title 7 of Part 2 (commencing with Section 895) of Division 2 of the California Civil Code. Owner hereby acknowledges and agrees that Owner shall provide such documents to any subsequent purchaser of the Lot from Owner.

7.1.5 Affiliated Contractor. In the event any "affiliated contractor" (defined in Civil Code Section 911) is utilized in the construction of any of the improvements to the Lot, the provisions of this Article VII shall apply to such contractor and the delivery of all SB 800-related

notices, documentation and materials described above shall be deemed given or delivered on behalf of such contractor. The parties intend and agree that any entity that falls within the definition of "affiliated contractor" is an intended third-party beneficiary of the provisions of this Article VII.

7.1.6 Agent for Notice. Pursuant to California Civil Code Section 912(e), notice is hereby given by Declarant that Declarant has designated the following person or entity to act as Declarant's agent ("**Declarant's Agent for Notice**"), whose address is set forth below:

Temescal Valley Land, LLC
Attention: SB800 Claims Administrator
10621 Civic Center Drive
Rancho Cucamonga, California 91730

If Declarant changes the identity or address of Declarant's Agent for Notice in the future, Declarant will notify the Secretary of State of the State of California (or the successor agency then responsible for monitoring agents for service of process) of any such change and the updated identity and address of Declarant 's Agent for Notice may be obtained by inquiry to the Secretary of State of the State of California (or the successor agency then responsible for monitoring agents for service of process).

California Secretary of State
Special Filings Unit
P.O. Box 942877
Sacramento, California 94277
or by telephone at (916) 653-3984

7.1.7 Indemnity of Declarant by Owner. Owner hereby agrees to indemnify, defend and hold Declarant harmless for any loss, costs or damages arising from Owner's failure to carry out Owner's obligations under the terms of this Article VII.

7.1.8 Arbitration of Disputes Post Escrow.

(a) Definitions. For purposes of this Dispute Resolution Section 7.1.8 only: (i) "**Declarant**" means and includes Declarant, any director, officer, manager, partner, member, employee, agent, or representative of Declarant, any affiliate of Declarant (other than an affiliated mortgage lender) and any contractor, general contractor, subcontractor, consultant, design professional, engineer, or supplier who provided labor, services or materials to the Project and who is bound or has agreed to be bound to the following dispute notification and resolution procedures; (ii) "**Dispute**" means any and all post-escrow actions or claims by, between or among any Declarant party and any Owner arising out of or in any way relating to the Property, the Project, the Agreement for Purchase and Sale and Escrow Instructions between Declarant, as "Seller"; and Owner, as "Buyer", with regard to Owner's Property (the "**Purchase Agreement**"), the Home Builder's Limited Warranty, and/or any other agreements or duties or liabilities as between any Declarant party and an Owner relating to the sale of the Property, or regarding the use or condition of the Property, or the design or construction of or any condition on or affecting the Project, including without limitation construction defects, surveys, soils conditions, grading, specifications, installation of improvements, or disputes which allege strict liability, negligence or

breach of implied or express warranties as to the condition of the Property or other portions of the Project; (iii) "**Owner**" means the Owner as defined in Section 1.1.31, any individual or entities comprising such Owner, any representative of such Owner acting with respect to such Owner's rights (including without limitation any class representative or homeowners' association so acting), and any successor or assign of such Owner with respect to the Property, the Purchase Agreement, the Home Builder's Limited Warranty, or any other agreements or obligations with respect to Declarant, the Property or the Project; (iv) "**Property**" means an Owner's Lot and the Residence thereon; (v) "**Project**" means the development, construction and marketing of the Property and the community of which it is part; (vi) "**Home Builder's Limited Warranty**" means that certain Home Builder's Limited Warranty issued to Owner after the close of escrow substantially in the form of **Exhibit "A"** attached hereto; and (vii) "**Fix It Law Claim**" means any claim by an Owner made in compliance with California Civil Code Section 910 alleging that Declarant contributed to or is otherwise responsible for a violation of the standards set forth in California Civil Code Sections 896 through 897.

(b) Fix it Law Nonadversarial Dispute Resolution Procedures. This Dispute Resolution Section sets forth dispute resolution procedures which apply after application of any "nonadversarial dispute resolution" procedures required for Fix It Law Claims, as set forth in Section 7.1.4. Nothing herein diminishes the rights and obligations of Owner and Declarant under the nonadversarial dispute resolution procedures set forth in California Civil Code Sections 910 through 938 with respect to any Fix It Law Claim.

(c) ARBITRATION OF DISPUTES. ANY AND ALL DISPUTES BETWEEN OWNER AND ANY DECLARANT PARTY SHALL BE RESOLVED SOLELY AND EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE HOME BUILDER'S LIMITED WARRANTY, WHICH ARE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1-16). By accepting a deed to Owner's Property, Owner acknowledges and agrees that the Home Builder's Limited Warranty presently used by Declarant has been provided to Owner, that Owner has reviewed the Home Builder's Limited Warranty and the dispute resolution procedures specified therein, and that Owner consents to participation in such procedures for resolution of Disputes. Owner expressly acknowledges that the Home Builder's Limited Warranty and the dispute resolution procedures specified therein are also acceptable to the extent provided to any homeowner's association for the Project and Owner consents to the use of such procedures for the resolution of Disputes involving such a homeowner's association.

(d) The arbitrator shall have the authority to try all issues, whether of fact or law. Additionally, the arbitrator shall have the exclusive authority to resolve any dispute regarding the validity, scope and enforceability of this arbitration provision, including, but not limited to, any issue of waiver by litigation conduct.

(e) Notwithstanding the dispute resolution procedures specified in the Home Builder's Limited Warranty and upon written request of Owner, Declarant agrees to pay on Owner's behalf (or, upon delivery of satisfactory evidence of payment by Owner, to reimburse Owner within a reasonable time) the amount of the arbitration initiation/filing fees in excess of the amount of the filing fees for a civil lawsuit required under applicable local law at the time the

arbitration initiation/filing fees are incurred. Declarant and Owner may agree to otherwise change the applicable dispute resolution procedures, but only by a written agreement to do so signed by both Owner and Declarant.

(f) The procedures specified in the Home Builder's Limited Warranty are to be interpreted and enforced as authorized by the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to Federal court rulings interpreting and applying the Federal Arbitration Act. References to California procedural law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in the Home Builder's Limited Warranty interpreted and enforced under the Federal Arbitration Act.

(g) If and to the extent the binding arbitration procedures provided for herein are determined to be unenforceable in whole or material part preventing their use, the Dispute shall be submitted for resolution to general judicial reference pursuant to California Code of Civil Procedure Sections 638 through 645.1, or any successor statutes. Owner and Declarant shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the judicial reference proceeding. Declarant shall not be required to participate in the judicial reference proceeding unless it is satisfied that all necessary and appropriate parties will participate. The Parties shall share equally in the fees and costs of the referee, unless the referee orders otherwise. The Parties shall be responsible for their own attorney fees. The general referee shall have the authority to try all issues, whether of fact or law, and to report a statement of decision to the court. The referee shall have the authority to try all issues, whether of fact or law. Additionally, the referee shall have the exclusive authority to resolve any dispute regarding the validity, scope and enforceability of this judicial reference provision. The Parties shall use the procedures adopted by JAMS for judicial reference (or any other entity offering judicial reference dispute resolution procedures as may be mutually acceptable to the Parties), provided that the following rules and procedures shall apply in all cases unless the parties agree otherwise:

(i) Costs of Judicial Reference; Attorneys' Fees. Any fee to initiate the judicial reference proceedings shall be paid by Declarant, with the costs and fees, including ongoing costs and fees, if any, to be paid as agreed by the parties, or if the parties do not agree, then the costs and fees shall be paid as determined by the referee. Each party shall bear its own attorneys' fees at its sole cost and expense.

(ii) The proceedings shall be heard in the county in which the Project is located;

(iii) The referee must be a retired judge or a licensed attorney with substantial experience in relevant real estate matters;

(iv) Any dispute regarding the selection of the referee shall be resolved by JAMS or the entity providing the reference services, or, if no entity is involved, by the court with appropriate jurisdiction;

(v) The referee may require one or more pre-hearing conferences;

(vi) The Parties shall be entitled to discovery, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge;

(vii) A stenographic record of the trial shall be made, provided that the record shall remain confidential except as may be necessary for post-hearing motions and any appeals;

(viii) The referee's statement of decision shall contain findings of fact and conclusions of law to the extent applicable; and

(ix) The referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.

The statement of decision of the referee upon all of the issues considered by the referee is binding upon the Parties, and upon filing of the statement of decision with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon. The decision of the referee shall be appealable as if rendered by the court. This Paragraph shall in no way be construed to limit any valid cause of action which may be brought by any of the Parties.

(h) Notwithstanding the definition of "Owner" set forth in Section 7.1.8(a) above, Owner and Declarant acknowledge and agree that it is in their best interests that the dispute resolution procedures set forth in this Agreement be utilized independently of any actions (including actions brought pursuant to alternative dispute resolution procedures) involving disputes between Declarants and any other buyer(s) or owner(s) of other properties (including, without limitation, owner(s) of other properties in the neighborhood in which the Property is located, if applicable). Accordingly, Owner knowingly waives any right to participate in any form of "class", "joint" or "representative" litigation (including in any "private attorney general capacity") or dispute resolution procedures against the Declarants. The Parties make this Agreement on the grounds that they wish to assure, in advance, that any dispute by or between Owner and the Declarants will not be combined with any dispute between or among the Declarants and any other buyer(s) or owner(s) of other properties. The Parties agree to this provision on the additional grounds that: (i) the Property is unique from other properties, and any potential problem the Property may suffer will not necessarily be common to other properties; (ii) it may provide Owner increased ability to control any dispute involving the Property; (iii) Owner's interests will not be subordinated to the interests of other parties who might otherwise become involved in these dispute resolution procedures; (iv) this approach is likely to foster faster resolution of most disputes that may arise; (v) it will help to avoid conflicts of interest among Owner's and the Declarant's representatives; and (vi) it is intended to foster better communication between Owner and the Declarants focused on resolving the actual issues that may arise in any dispute between them.

(i) If any provision or any portion of the dispute resolution provisions set forth in this Declaration is for any reason held to be invalid, unenforceable or contrary to any

public policy, law, statute and/or ordinance, then the remainder of these dispute resolution provisions shall not be affected thereby and shall remain valid and fully enforceable. Owner's acknowledgements, covenants and agreements under the dispute resolution provisions set forth in this Declaration shall remain in full force and effect until such time as an action can no longer be brought under applicable California law.

(j) Declarant may alter or terminate these dispute resolution provisions upon giving Owner thirty (30) days written notice, provided that all Disputes arising before the alteration or termination shall be subject to the Agreement and corresponding dispute resolution procedure in effect at the time that the demand for arbitration or judicial reference is made.

7.1.9 Covenants to Run With the Land. The Lots shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the covenants, conditions, restrictions and other limitations set forth in this Article VII (collectively, the "**Restrictions**"). The Restrictions are intended and shall be construed as covenants and conditions running with and binding each Lot and equitable servitudes upon each Lot, and every part thereof, and all and each of the Restrictions shall be binding upon and burden all persons having or acquiring any right, title or interest in any Lot (during their ownership of such interest), or any part thereof, and their successors and assigns. Restrictions shall inure to the benefit of Declarant and its successors and assigns. The Restrictions shall terminate and be of no further force or effect upon the first to occur of (a) the expiration of all applicable statutes of limitations for the filing of a complaint or suit or other legal remedies against Declarant in any way relating to or arising out of the development, construction and sale of all Lots by Declarant, or (b) the date fifteen (15) years from the date of the recordation of the original Grant Deed to the applicable Lot from Declarant to Owner in the Official Records of the County in which the Lot is located.

7.1.10 Rights of Mortgagees. Notwithstanding any other provision of this Article VII, no violation of any of the covenants, conditions or restrictions contained herein shall defeat or render invalid, affect or impair the lien or charge of any mortgage or deed of trust on the Lot made in good faith and for value, but such covenants, conditions and restrictions shall be binding upon and effective against any owner of the Lot, or any portion thereof, whose title thereto is acquired by foreclosure, trustee sale or otherwise under such mortgage or deed of trust.

7.2 Amendments. The provisions of this Article VII may not be amended without the prior express written consent of Declarant.

ARTICLE VIII GENERAL PROVISIONS

8.1 No Public Right or Dedication. Nothing in this Declaration is a gift or dedication of all or any part of the Properties to the public or for any public use.

8.2 Constructive Notice and Acceptance. Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Properties does consent and agree, and shall be conclusively deemed to have consented and agreed, to every limit, restriction, easement, reservation, condition and covenant contained in this Declaration, whether

or not any reference to these restrictions is in the instrument by which such person acquired an interest in the Properties.

ARTICLE IX DECLARANT'S RIGHTS AND RESERVATIONS

If there is a conflict between any other portion of the Restrictions and this Article, this Article shall control.

9.1 Construction Rights. Declarant has the right to (a) subdivide or re-subdivide the Properties, (b) complete or modify Improvements to and on any portion of the Properties owned solely or partially by Declarant, (c) alter Improvements and Declarant's construction plans and designs, (d) modify Declarant's development plan for the Properties, including designating and redesignating Residences and constructing Residences of larger or smaller sizes, values, and of different types, and (e) construct such additional Improvements as Declarant considers advisable in the course of development of the Properties so long as any Lot in the Properties remains unsold.

9.2 Sales and Marketing Rights. Declarant's rights under this Declaration include, but are not limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary to conduct Declarant's business of completing the work and disposing of the Lots by sale, resale, lease or otherwise. Declarant may use any Lots owned or leased by Declarant in the Properties as model home complexes, real estate sales offices or leasing offices.

9.3 Creating Additional Easements. At any time before acquisition of title to a Lot in the Properties by a purchaser from Declarant, Declarant has the right to establish on that Lot additional licenses, easements, reservations and rights-of-way to itself, to utility companies, public or quasi-public entities or agencies, maintenance districts, conservancy authorities, or to others as Declarant determines are reasonably necessary to the Properties' proper development and disposal.

9.4 Architectural Rights. Declarant and any Person to whom Declarant may assign all or a portion of its exemption under this Declaration need not seek or obtain approval other than from the Governing Authority where applicable of any Improvements constructed anywhere on the Properties by Declarant or such Person.

9.5 Use Restriction Exemption. Declarant and any Person to whom Declarant may assign all or a portion of its exemption under this Declaration is exempt from the restrictions established in Article II.

9.6 Assignment of Rights. Declarant may assign its rights under the Restrictions to any successor in interest to any portion of Declarant's interest in the Properties by a written assignment.

9.7 Amendments. No amendment may be made to this Article without the prior written approval of Declarant. At any time before the first Close of Escrow, Declarant may unilaterally amend or terminate this Declaration by Recording a written instrument which effects the amendment or termination and is signed and acknowledged by Declarant. For so long as Declarant owns any portion of the Properties, Declarant may unilaterally amend this Declaration by Recording a written instrument signed by Declarant to (a) conform this Declaration to the rules,

regulations or requirements of VA, FHA, DRE, FNMA, GNMA or FHLMC, (b) amend Article III, (c) amend any of the exhibits to this Declaration that depict portions of the Properties, (d) comply with any local, state or federal laws or regulations, and (e) correct any typographical errors.

9.8 Exercise of Rights. Each Owner grants an irrevocable, special power of attorney to Declarant to execute and Record all documents and maps necessary to allow Declarant to exercise its rights under this Article.

9.9 Use of Properties. Declarant, and prospective purchasers, are also entitled to the nonexclusive use of any portions of the Properties which are private streets, drives, sidewalks and walkways for ingress, egress and accommodating vehicular and pedestrian traffic to and from the Properties. The use of the Properties by Declarant may not unreasonably interfere with the use thereof by the other Owners.

9.10 Declarant Approval of Actions.

9.10.1 General Rights. Until Declarant no longer owns a portion of the Properties, Declarant's prior written approval is required for any amendment to the Restrictions which would impair or diminish Declarant's rights to complete the Properties or sell or lease dwellings therein.

ARTICLE X ANNEXATION OF ADDITIONAL PROPERTY

Additional real property may be annexed to the Properties and such additional real property may become subject to this Declaration by any of the following methods:

10.1 Additions by Declarant. Declarant may, until the tenth (10th) anniversary of the first close of escrow on the Properties, add any or all of the Annexable Territory to the Properties and bring such Annexable Territory under the general plan of this Declaration without the approval of a majority of Owners, as long as Declarant owns the portion of the Annexable Territory to be added to the Properties. However, Declarant may not add Annexable Territory to the Properties and bring it under the general plan of this Declaration at any time unless the quality of construction of the Improvements in the Annexable Territory to be added to the Properties will be consistent with the quality of construction of the Improvements in Phase 1 of the Properties. No amendment may be made to this Section 10.1 without the prior written approval of Declarant.

As each Phase is developed, Declarant may, with respect thereto, Record a supplemental declaration ("**Supplemental Declaration**") which may supplement this Declaration with such additional covenants, conditions, restrictions, reservations and easements as Declarant may deem appropriate for that Phase.

SUBJECT TO THE TERMS OF ARTICLE IX, ALL OWNERS, BY ACCEPTANCE OF A DEED TO A LOT IN THE PROPERTIES, ACKNOWLEDGE AND AGREE THAT DECLARANT, IN ITS SOLE AND ABSOLUTE DISCRETION, MAY DEVELOP ALL OR ANY PORTION OF THE ANNEXABLE TERRITORY WITH RESIDENCES THAT MAY BE DIFFERENT IN DESIGN, SIZE, CHARACTER, STYLE AND PRICE FROM THOSE IN PHASE ONE OR ANY OTHER PHASE OF DEVELOPMENT OF THE PROPERTIES.

10.2 Other Additions. In addition to the provisions for annexation specified in Section 10.1 above, additional real property may be annexed to the Properties and brought within the

general plan of this Declaration upon the approval by vote or written consent of no less than two-thirds (2/3) of the Owners.

10.3 Rights of Added Territory Owners. Subject to the provisions of Section 10.4, upon the Recording of a Notice of Addition containing the provisions as set forth in this Section, all provisions contained in this Declaration will apply to the real property described in such Notice of Addition (the "**added territory**") in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added territory will be the same as with respect to the property originally covered hereby, and the rights, powers and responsibilities of the Owners, lessees and occupants of Lots within the added territory, as well as within the property originally subject to this Declaration, will be the same as if the added territory were originally covered by this Declaration.

10.4 Notice of Addition. The additions authorized under Sections 10.1 and 10.2 must be made by Recording a Notice of Addition, or other similar instrument (which notice or instrument may contain the Supplemental Declaration, if any, affecting each such Phase), with respect to the added territory ("**Notice of Addition**") which will extend the general plan of this Declaration to such added territory. The Notice of Addition shall set forth the use classification of the added territory (i.e., Residential Area and/or Subdivision Property). The Notice of Addition for any addition under Section 10.1 must be signed by Declarant which owns such added territory. The Recordation of said Notice of Addition effectuates the annexation of the added territory described therein, and thereupon said added territory will constitute a part of the Properties, become subject to this Declaration and encompassed within the general plan of covenants, conditions, restrictions, reservation of easements and equitable servitudes contained herein. Such Notice of Addition may contain a Supplemental Declaration with such additions and modifications of the covenants, conditions, restrictions, reservation of easements and equitable servitudes contained in this Declaration as may be necessary to reflect the different character, if any, of the added territory, or as Declarant which owns such added territory deems appropriate in the development of the added territory, and as are not inconsistent with the general plan of this Declaration. In no event, however, may such Notice of Addition or Supplemental Declaration revoke, modify or add to the covenants, conditions, restrictions, reservation of easements, or equitable servitudes established by this Declaration as the same pertain to the real property originally covered by this Declaration.

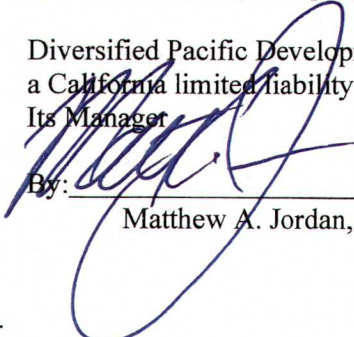
10.5 Deannexation and Amendment. Declarant may amend a Notice of Addition or delete all or a portion of a Phase from coverage of this Declaration so long as Declarant, as applicable, is the owner of all of such Phase and provided that (a) an amending instrument or a Notice of Deletion of Territory, as applicable, is Recorded in the same manner as the applicable Notice of Addition was Recorded, and (b) Close of Escrow has not occurred for the sale of any Lot in such Phase

This Declaration is dated for identification purposes June 9, 2020.

DECLARANT:

TEMESCAL VALLEY LAND, LLC,
a Delaware limited liability company

By: Diversified Pacific Development Group, LLC,
a California limited liability company,
Its Manager

By: 
Matthew A. Jordan, Manager

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 San Bernardino) ss.

On June 9, 2020, before me, Simone Basso
_____, Notary Public, personally appeared Matthew A. Jordan
_____, 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.



Simone Basso

Notary Public

EXHIBIT "A"

HOME BUILDER'S LIMITED WARRANTY

(SEE ATTACHED)

EXHIBIT "SP"

SUBDIVISION PROPERTY

(SEE ATTACHED)

EXHIBIT "SP"
SUBDIVISION PROPERTY

(SEE ATTACHED)

EXHIBIT "SP"

SUBDIVISION PROPERTY

(SEE ATTACHED)

EXHIBIT "AT"

ANNEXABLE TERRITORY

TRACT NO. 30760-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A SUBDIVISION MAP FILED ON _____, IN BOOK ____, AT PAGES ____ TO ____, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, EXCLUDING THEREFROM PHASE 1, TRACT NO. 30760-2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A SUBDIVISION MAP FILED ON _____, IN BOOK ____, AT PAGES ____ TO ____, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, AND TRACT NO. 30760-3, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A SUBDIVISION MAP FILED ON _____, IN BOOK ____, AT PAGES ____ TO ____, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER.

TEMESCAL VALLEY LAND, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: DIVERSIFIED PACIFIC DEVELOPMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: [Signature]

PRINT NAME: MATTHEW A. JORDAN

TITLE: CO-MANAGING MEMBER

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF San Bernardino
ON October 13, 2021 BEFORE ME, Simone Basso ^{NOTARY PUBLIC}, PERSONALLY APPEARED Matthew A. Jordan PERSONALLY KNOWN TO ME (OR 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/IT/HEY 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 ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE [Signature]

Print Name: Simone Basso

NOTARY PUBLIC IN AND FOR SAID STATE

MY COMMISSION EXPIRES: Oct. 9, 2024

MY COMMISSION NUMBER: 2333315

MY PRINCIPAL PLACE OF BUSINESS IS IN San Bernardino COUNTY.

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

ANN NUGENT AS HOLDER OF AN EASEMENT FOR AN ACCESS ROAD AND PIPELINES FOR STORM DRAIN AND SEWER PURPOSES, RECORDED SEPTEMBER 4, 2001 AS INSTRUMENT NO. 2001-426476, OF OFFICIAL RECORDS.

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 24,700.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: February 14, 2022

CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: [Signature], DEPUTY

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

DEDICATION OF ABUTTERS RIGHT OF ACCESS ALONG DE PALMA ROAD IS HEREBY 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.

THE DEDICATION OF THE "WATER QUALITY EASEMENTS" AS SHOWN HEREON, ARE HEREBY ACCEPTED.

DATED: march 8, 2022

ATTEST:
KECIA HARPER
CLERK OF THE BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BY: [Signature]
CHAIR OF THE BOARD OF SUPERVISORS

BY: [Signature], DEPUTY

IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT NO. 30760-1

BEING A SUBDIVISION OF PORTIONS OF PARCELS "A" AND "B" OF LOT LINE ADJUSTMENT NO. 4786 RECORDED JANUARY 13, 2005 AS INSTRUMENT NO. 2005-0036366 AND AS SHOWN ON DOCUMENT RECORDED JUNE 10, 2009 AS INSTRUMENT NO. 2009-0294896 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. LOCATED IN SECTION 18, TOWNSHIP 5 SOUTH, RANGE 5 WEST, S.B.M.

K&A ENGINEERING, INC.

JUNE 2005

OWNER'S STATEMENT

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "F", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "G" THROUGH "I", INCLUSIVE. THE DEDICATION IS FOR (1) ONE-FOOT BARRIER (STRIP/STRIP S) FOR ROAD AND ACCESS CONTROL.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ABUTTER'S RIGHTS OF ACCESS ALONG DE PALMA ROAD. THE OWNERS OF LOTS 52, 55 AND 58 ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING ONE 20-FOOT ACCESS OPENING FOR LOT 58 AS SHOWN HERE ON. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

AS A CONDITION OF DEDICATION OF LOT "E", DE PALMA ROAD, THE OWNERS OF LOTS 50 AND 52, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE IN ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

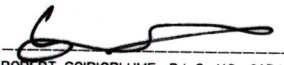
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ACCESS EASEMENT LYING WITHIN LOTS 56 AND 58, AS SHOWN HEREON. THE DEDICATION IS FOR INGRESS AND EGRESS TO AND FROM DRAINAGE EASEMENTS, FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENT LYING WITHIN LOTS 56 AND 58, AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP REQUEST OF TEMESCAL VALLEY LAND, LLC, A DELAWARE LIMITED LIABILITY COMPANY. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLING THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONS SURVEY IS TRUE AND COMPLETED AS SHOWN.

DATE: 9/30, 2021


ROBERT SCIOIPLUME, P.L.S. NO. 9154
REG. EXPIRES: 3/31/2023

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY DIRECTION AND IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AS AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON SEPTEMBER 15, 2022, AND THAT I AM SATISFIED THIS MAP IS TRUE AND COMPLETED AS SHOWN.

DATE: 3-1, 2022

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 ("PWC") for certain administrative services relative to this LIMITED WARRANTY, but under no circumstances or conditions is PWC responsible for fulfilling OUR obligations to YOU under this LIMITED WARRANTY. PWC is neither the warrantor nor OUR co-warrantor on the HOME.

WE shall register this LIMITED WARRANTY with PWC 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 PWC directly to YOU. If YOU have not received a warranty validation form from PWC within forty-five days following close of escrow, YOU should contact PWC at 800-850-2799.

If the first purchase of the HOME is financed through FHA, VA, or FmHA, YOU may receive an additional PWC-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 (PWC Form No. 107H) is mailed to YOU by PWC, 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 PWC and PWC will facilitate communication between YOU and US in an effort to resolve any disagreement. YOU may contact PWC 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 "California Building Performance Guidelines for Residential Construction and Homeowner Maintenance Guide" 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 PWC, 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 PWC 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 PWC or otherwise communicate to PWC, 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. PWC 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 PWC 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 PWC 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.

PWC means Professional Warranty Service Corporation which administers the warranty program in which WE participate. The PWC 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 PWC. 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 PWC 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 PWC 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 (PWC 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 PWC at 800-850-2799 and review it before signing this form.)

I/we understand and acknowledge that Professional Warranty Service Corporation ("PWC") 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, PWC will update its records to reflect the name(s) of the new homeowner(s). If you want PWC 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 "PWC" 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 PWC in the amount of \$20.00 (check box above and initial). To reach PWC 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

