

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



**ITEM: 2.15  
(ID # 19225)**

**MEETING DATE:**  
Tuesday, June 21, 2022

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of Final Parcel Map 36545 a Schedule "E" Subdivision in the Winchester area. District  
3. [Applicant Fees 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Final Parcel Map; and
2. Authorize the Chair of the Board to sign Final Parcel Map 36545.

**ACTION:Consent**


  
Mark Lancaster, Director of Transportation 6/13/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 21, 2022  
xc: Transp.

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

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

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Final Parcel Map 36545 was approved by the Board of Supervisors on February 26, 2019, as Agenda Item 1.2. Final Parcel Map 36545 is a 25.19-acre subdivision creating 12 lots for commercial purposes and 2 Water Quality Basin lots in the Winchester 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 Parcel Map.

All necessary improvements have been or will be installed under the improvement agreements for MS 4340.

**Additional Fiscal Information:**

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

**ATTACHMENTS:**

- FPM 36545 Vicinity Map
- FPM 36545 Mylars

  
 Jason Farin, Principal Management Analyst      6/14/2022

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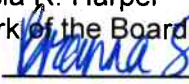
  
Mark Lancaster, Director of Transportation 6/13/2022

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 Jason Farin, Principal Management Analyst      6/14/2022





# TRANSPORTATION DEPARTMENT

## FORM 11 SUMMARY/ROUTING FORM

RECEIVED RIVERSIDE COUNTY  
JUN 13 2022 2:31 PM  
SUPERVISORS

2022 JUN 13 PM 2:31

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

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

REQUESTED BOARD DATE: 6/21/2022	CAN IT GO AT A LATER DATE: <input type="checkbox"/> YES <input type="checkbox"/> NO
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<input type="checkbox"/> AMENDMENT	NO.	<input type="checkbox"/> CHANGE ORDER	NO.
<input type="checkbox"/> RESOLUTION	NO.	<input type="checkbox"/> ORDINANCE	NO.
<input type="checkbox"/> AWARD PACKAGE	<input checked="" type="checkbox"/> FINAL MAP	<input type="checkbox"/> ACQUISITION/EDA	<input type="checkbox"/> ADVERTISEMENT PACKAGE
<input type="checkbox"/> OTHER:	SUPERVISORIAL DISTRICT: 3		

**PROJECT/SUBJECT:**

FINAL PARCEL MAP NO: 36545 (Schedule "E")

DESCRIPTION: APPROVAL OF FINAL PARCEL MAP.

CONTRACTING PARTY: Paul Hillmer	W.O. NO.: FPM 36545 (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 PARCEL MAP IS TO BE EXECUTED BY THE CHAIR OF THE BOARD.

THE FINAL PARCEL MAP AND ONE COPY OF CC&R'S ARE TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
19225			

BOARD AGENDA DATE:	BOS ITEM NUMBER:
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2022-6-153131  
6/21/22 2.15

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA  
**PARCEL MAP NO. 36545**

BEING A SUBDIVISION OF A PORTION OF PARCEL B OF LOT LINE ADJUSTMENT NO. 05513 RECORDED JUNE 22, 2015 AS DOCUMENT NO. 2015-0264326, CONNECTED PER GRANT DEED RECORDED AUGUST 18, 2015 AS DOCUMENT NO. 2015-0369266, ALL OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LING WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M. ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS JANUARY, 2019

**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 HEREON, AND THAT WE CONSENT TO THE DEDICATION OF ACCESS RIGHTS AS TO THE PART VACATED HEREON, SHALL TERMINATE HIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, RIGHT OF ACCESS ALONG DOWNSTREAM PARKWAY, THE OWNERS OF PARCELS 10 THROUGH 14, INCLUDING PARCELS 10 THROUGH 14, SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE EASEMENT OF TRAVEL AND ALSO EXCEPTING THE 4000 FOOT ACCESS OPENING WITHIN PARCELS 12 AND 13 ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION HEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, STORM DRAIN AND ACCESS EASEMENTS LINK WITHIN PARCELS 1 THROUGH 3 INCLUSIVE AND PARCEL 14 AS SHOWN HEREON. THE DEDICATION IS FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN THE TRAVEL ROAD EASEMENT.

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

WE HEREBY RETAIN THE PRIVATE ROAD EASEMENTS AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

WE HEREBY RETAIN PARCELS 1 AND 2 WATER QUALITY BASINS AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

OWNER: DIAMOND VALLEY LLC, A DELAWARE LIMITED LIABILITY COMPANY

NOTARY ACKNOWLEDGEMENT  
 AUTHORIZED SIGNATORY  
 BY: Jeffrey Owen  
 NOTARY PUBLIC OF OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTIFY OF THE MEMORANDUM, WHO SIGNED THE DOCUMENT AND WHOSE CERTIFICATE IS ATTACHED, AND NOT THE INSTRUMENTS, SIGNATURE OR VALIDITY OF THE DOCUMENT.

STATE OF California  
 COUNTY OF Los Angeles  
 BEFORE ME, Jeffrey D. Smith, a Notary Public, personally appeared Jeffrey D. Smith, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he intended to be bound by its terms and that the person acting, executed the instrument for the purposes and consideration therein expressed. I certify under penalty of perjury under the laws of the State of California that the foregoing statement is true and correct.

WITNESSES MY HAND  
 MY COMMISSION NO. 23241297  
 MY COMMISSION EXPIRES 4/8/2024  
 SIGNATURE Nicole Sta-Mahon  
 MY OFFICIAL TITLE OR BUSINESS Notary Public  
 MY OFFICE ADDRESS 5 N. ...  
 MY CITY ...  
 MY STATE ...

ABANDONMENT NOTE:  
 PURSUANT TO SECTION 6414 & 6414.09, 1/2 OF THE SUPERVISOR MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:  
 AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES, RECORDED DECEMBER 23, 2003 AS INSTRUMENT NO. 03-59843 OF OFFICIAL RECORDS, IN FAVOR OF COUNTY OF RIVERSIDE.

**TAX COLLECTOR'S CERTIFICATE**

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO TAXES AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEB BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 50,500.00.

DATE: April 12, 2022  
 MATTHEW JENNINGS  
 COUNTY TAX COLLECTOR  
 BY: Matthew Jennings DEPUTY

**TAX BOND CERTIFICATE**

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 40,900.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, COMPLETED UNDER THE PAID WITH OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEB AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: April 12, 2022  
 DAVID WOODLUM, COUNTY SUPERVISOR  
 COUNTY TAX COLLECTOR  
 BY: David Woodlum DEPUTY

**NOTICE OF DRAINAGE FEES**

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE SALT CREEK CHANNEL/WHICHERY/GRANT HAVEN AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 1025 OF ORDINANCE 480 AND ORDINANCE 481, AND IS SUBJECT TO THE DRAINAGE FEES FOR SAID DRAINAGE PLAN. PURSUANT TO SECTION 1025 OF ORDINANCE 480, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID WITH CONCRETE CHECK OR MONEY ORDER AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS. THE BOARD OF SUPERVISORS HAS ADOPTED THE FOLLOWING FEES FOR THE DRAINAGE PLAN: THE TIME OF ISSUANCE OF OTHER PERMITS SHALL BE PAID BY THE OWNER BY THE TIME OF ISSUANCE OF THE PERMIT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DIAMOND VALLEY LLC, A DELAWARE LIMITED LIABILITY COMPANY ON DECEMBER 17, 2014. I HEREBY STATE THAT I AM A LICENSED SURVEYOR IN THE STATE OF CALIFORNIA AND THAT I AM NOT PROVIDING THIS SET SERVICES TO ENABLE THE SURVEY TO BE RETIRED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED REMAINE MAP, IF ANY.

DATE: February 9, 2022  
Matthew E. Webb  
 MATTHEW E. WEBB  
 L.S. 5529, EXP. 9/30/22



**COUNTY SUPERVISOR'S STATEMENT**

THE MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR BY AN OFFICER OF THE COUNTY OF RIVERSIDE AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE REMAINE MAP OF PARCEL MAP NO. 36545 AS FILED, MAINTAINED AND APPROVED BY THE BOARD OF SUPERVISORS ON FEBRUARY 26, 2019, THE EXPIRATION DATE BEING FEBRUARY 6, 2022, AND THAT I AM Satisfied THIS MAP IS TECHNICALLY CORRECT.

DATE: 5-13, 2022

BY: David Woodlum, Deputy  
 DAVID WOODLUM, COUNTY SUPERVISOR  
 L.S. 8498, EXPIRES 12-31-2022



**BOARD OF SUPERVISOR'S STATEMENT**

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THIS PARCEL MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON OF LOTS 1 A THROUGH 14 FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES IN ACCORDANCE WITH COUNTY STANDARDS. THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN THE PRIVATE ROAD EASEMENTS AS SHOWN HEREON IS HEREBY ACCEPTED.

THE OFFERS OF DEDICATION MADE HEREON OF THE STORM DRAIN EASEMENTS ARE HEREBY NOT ACCEPTED.  
 THE OFFER OF DEDICATION OF ADJUTANT RIGHTS OF ACCESS ALONG WINDHURSTER ROAD AND DRAINAGE EASEMENTS IS HEREBY ACCEPTED.  
 DATE: 5/13/2022  
 ATTEST:  
 KEVA WABER  
 CLERK OF THE BOARD OF SUPERVISORS

BY: Keval Waber  
 CLERK OF THE BOARD OF SUPERVISORS  
 BY: David Woodlum  
 DEPUTY

IP 180064 S.33, T.5S., R.2W. SCHEDULE "E"

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

ALLEN, MATKINS, LECK, GAMBLE  
MALLORY & NATSIS LLP  
501 West Broadway, 15th Floor  
San Diego, California 92101-3541  
Attention: Lynn Borkenhagen

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(Space Above For Recorder's Use)

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF WINCHESTER CROSSROADS**



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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WINCHESTER CROSSROADS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WINCHESTER CROSSROADS ("Declaration") is made this 30<sup>th</sup> day of JUNE, 2021, by Diamond Valley LLC, a Delaware limited liability company, its successors and assigns ("Declarant").

**RECITALS**

A. **Project**. Declarant is the owner of the real property located in the City of Winchester, Riverside County, California, as more particularly described in **Exhibit "A"**. Capitalized terms in the Recitals are defined in **Article 1** below.

B. **Planned Development**. Declarant intends to (i) create a "common interest development" pursuant to the Commercial and Industrial Common Interest Development Act (California Civil Code Section 6500 et seq.) and (ii) impose mutually beneficial restrictions under a general plan of improvement for the benefit of all the Parcels in the Project. Declarant has deemed it desirable to impose covenants, conditions and restrictions upon the Project which will constitute a general scheme for the management, use, occupancy and enjoyment of the Project, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project. Each Parcel shall have appurtenant to it a membership in the Winchester Crossroads Owners Association, a California nonprofit mutual benefit corporation.

C. **Description of Project**. The Project is planned as a retail and commercial center to be known as the "Winchester Crossroads", which will be developed over a period of time. However, there is and can be no guarantee or assurance that the Property will ever be fully or even substantially developed or completed in the manner envisioned by this Declaration.

NOW, THEREFORE, Declarant declares that the Project shall be held, conveyed, encumbered, leased, used and improved subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of the Project and the Owners thereof, their successors and assigns. These covenants, conditions, restrictions and easements shall run with and burden the Project, and shall be binding upon all parties having or acquiring any right or title in the Project or any part thereof, and their successors and assigns. All provisions of this Declaration are enforceable as equitable servitudes on the Project as described in California Civil Code Section 6856 and are in furtherance of a plan for the subdivision, improvement, maintenance and sale of the Project.

**ARTICLE 1  
DEFINITIONS**

Unless the context clearly indicates otherwise, the capitalized terms used in this Declaration are defined as set forth below.

1.1 "**Alteration**" means (i) the construction, alteration, addition, demolition or replacement of any structures or improvements and appurtenances thereto or equipment of every

type and kind within the Project, to the extent the same are visible from the exterior of a Parcel; (ii) the grading, excavation, filling, or similar disturbance to the surface of the land including change of ground level or change of drainage pattern; and (iii) planting or removing of trees, shrubs, grass or other plants.

1.2 "Allocable Share" means each Owner's share of Common Expenses which shall be a fraction (i) the numerator of which shall be the Building Area of the Building(s) on such Owner's Parcel, and (ii) the denominator of which is the total Building Area of all Buildings within the Project. The determination of the Allocable Shares for each Owner shall be on file with the Association.

1.3 "Articles" means the Articles of Incorporation of the Association as they may be amended from time to time.

1.4 "Assessments" means the various charges levied by the Association against the Owners. Specific categories of Assessment are set forth below.

1.4.1. "Capital Improvement Assessment" means a charge against each Owner, representing a portion of the cost to the Association for installation or construction of any capital improvements on the Association Maintenance Area or Association Property.

1.4.2. "Enforcement Assessment" means any charge against a particular Owner imposed by the Association for the purposes set forth in **Section 8.6** herein.

1.4.3. "Regular Assessment" means the amount which is to be paid by each Owner to the Association for Common Expenses.

1.4.4. "Special Assessment" means any charge against any or all Owners that is designated as a Special Assessment in the Governing Documents.

1.5 "Association" means the Winchester Crossroads Owners Association, a California nonprofit mutual benefit corporation, its successors and assigns.

1.6 "Association Maintenance Area" means all areas of the Project outside of the exterior walls of the Buildings (except for Association Property and except as expressly set forth herein), and any other area or component which the Association is required to maintain pursuant to this Declaration, any Supplementary Declaration or any agreement with the City or other governmental or quasi-governmental agency. Association Maintenance Area includes, among other things: shared Utilities Facilities not maintained by a public agency or utility company, parking facilities, sidewalks, landscaping, irrigation systems, site lighting and associated electrical service, monument signs, pylon signs, directional signage, and trash enclosures. Notwithstanding the foregoing, the Association Maintenance Area shall not include: (i) any drive-through lanes, menu boards and other appurtenances, (ii) loading docks and loading equipment, (iii) fuel pumps and surrounding areas, and (iv) so long as McDonald's or any McDonald's Party (as defined in **Section 6.3** below) is the tenant in possession of Parcel 13, the trash enclosure located on Parcel 13 and the parking areas within Parcel 13 shown on **Exhibit "B"** attached hereto (collectively, "Special Owner Maintenance Areas"). The Declarant shall have the unilateral right, without the approval of any of the Owners, to create additional Association Maintenance Areas or modify or delete existing Association Maintenance Areas on any portion of the Property that is owned in fee or as an easement by the Declarant, or that is owned by any Owner with such Owner's consent, as long as the addition, modification or deletion of such Association Maintenance Area is

reasonably beneficial to the Project and does not substantially increase the amount of the Regular Assessments required to be paid by the Owners. Any such addition, modification or deletion can be accomplished by recording a Supplementary Declaration that redefines, modifies, deletes or adds additional Association Maintenance Areas.

1.7 "Association Property" means all real property owned from time to time in fee title by the Association. As of the date of recordation of this Declaration, the Association Property is Parcel 2 of the map referenced in **Exhibit "A"**, which includes the Project's retention basin. The Declarant shall have the unilateral right, without the approval of any of the Owners, to create additional Association Property from any portion of the Property that is owned in fee by the Declarant, as long as the addition of such Association Property is reasonably beneficial to the Project and does not substantially increase the amount of the Regular Assessments required to be paid by the Owners. Any such addition can be accomplished by recording a Supplementary Declaration that adds additional Association Property.

1.8 "Association Rules" means the rules adopted by the Association pursuant to **Article 4** hereof, as they may be amended from time to time.

1.9 "Board" means the Board of Directors of the Association.

1.10 "Budget" means the budget for the Association which sets forth the Common Expenses to be allocated among the Owners.

1.11 "Building" shall mean any structural improvement on any Parcel which is enclosed by exterior walls, a floor and a roof, and is designed for human occupancy and the conduct within of activities and business by the Owner or Occupant of such improvements.

1.12 "Building Area" shall mean the floor area of a Building within the exterior walls of the Building structure, which shall be determined by the Association using a methodology uniformly applied to all Buildings. The Building Area shall be based on the building permit set of construction drawings, and confirmed by the Association after construction of each Building.

1.13 "Bylaws" means the Bylaws of the Association, as they may be amended from time to time.

1.14 "City" means the City of Winchester, California.

1.15 "Common Expenses" means the actual and estimated expenses for which the Association is responsible hereunder, including (i) the maintenance, management, operation, repair and replacement of the Association Maintenance Area and the Association Property; (ii) unpaid Assessments; (iii) the costs of management and administration of the Association; (iv) the costs of utilities and services benefiting the Project to the extent such services are paid for by the Association; (v) insurance obtained by the Association; (vi) taxes paid by the Association; (vii) at the Association's option, reasonable reserves as deemed appropriate by the Board; and (viii) other expenses incurred by the Association for the Project and the common benefit of the Owners, or in furtherance of the purposes of, or in the discharge of any duties or powers of the Association under, the Governing Documents.

1.16 "Constant Dollars" means the present value of the dollars to which such phrase refers. An adjustment shall occur on January 1 of the sixth (6th) calendar year following the recordation of this Declaration, and thereafter at five (5) year intervals, based on any increase in

the Consumer Price Index for all urban consumers, U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics (Base Year 1982-84=100), or any successor index thereto.

1.17 "Cost Centers" The term "Cost Centers" refers to portions of the Project which directly receive a special benefit from the Association for maintenance, repair and replacement of certain areas or for certain services, and for which additional Assessments will be imposed on the Owners of Parcels within such Cost Center, as provided in the Cost Center Budget. Cost Centers may be established by Declarant in a Supplementary Declaration. Such Supplementary Declaration shall clearly identify (i) the Cost Center improvements or maintenance area being established, (ii) the Parcels comprising the Cost Center and (iii) the method of allocation of the Cost Center costs.

As of the date of recordation of this Declaration, there shall be two Cost Centers: the "North Cost Center" and the "South Cost Center", encompassing the locations shown on **Exhibit "D"** attached hereto. All Common Expenses related to the Association's obligations hereunder regarding the North Cost Center area as shown on **Exhibit "D"** shall be included in the North Cost Center. All Common Expenses related to the Association's obligations hereunder regarding the South Cost Center area as shown on **Exhibit "D"** shall be included in the South Cost Center. The Cost Centers include the costs associated with the maintenance, repair and replacement of the parking areas, hardscape and landscaping located in each Cost Center area, which costs shall be shared by the Owners of Parcels within such area, based on each Owner's Building Area.

Notwithstanding the forgoing, all Common Expenses relating to the Project's Pylon signs shall be shared by all Owners, as well as all Common Expenses relating to the Association's obligations hereunder regarding the main driveway through the Project and all shared Utility Facilities therein.

1.18 "Cost Center Budget" The term "Cost Center Budget" refers to the elements of the Budget which itemize the cost components to be assessed against the Parcels within a Cost Center, as provided in this Declaration and the Bylaws.

1.19 "County" means Riverside County, California.

1.20 "Declarant" means Diamond Valley LLC, a Delaware limited liability company and its successors and assigns. Declarant shall also refer to (i) any Persons who acquire any or all of Declarant's interest in the Project for the purpose of purchase or sale and who are assigned any or all of the rights of Declarant by a recorded express written assignment and (ii) Persons who become successors of Declarant by operation of law or who become fee owners of all of Declarant's interest in the Project upon exercise of the remedies under a mortgage, deed of trust or deed in lieu of foreclosure.

1.21 "Declaration" means this Declaration of Covenants, Conditions and Restrictions of Winchester Crossroads, as may be amended or supplemented from time to time.

1.22 "Exhibit" means those documents so designated herein and attached hereto, each of which is incorporated herein by reference.

1.23 "Governing Documents" collectively means this Declaration, the Articles, Bylaws, Signage Guidelines, Association Rules and any Supplementary Declarations.



1.24 "Governmental Laws" means all laws, ordinances, orders, codes, rules, regulations and requirements of all federal, state, county, municipal governmental agencies and bodies having jurisdiction over the Project.

1.25 "Include(s)", "Including" whether capitalized or not, mean "include(s) without limitation" and "including without limitation," respectively.

1.26 "Invitee" means any person whose presence in the Project is at the approval or the request of an Owner, including any guests, tenants, employees, licensees and/or invitees of an Owner.

1.27 "Majority of the Voting Power" means those Owners collectively owning a majority of the Building Area, and so long as Declarant or an affiliate of Declarant owns any portion of the Project, the Declarant, subject to the voting and quorum provisions set forth herein and in the Bylaws.

1.28 "Member" means every Person who qualifies for membership pursuant to **Article 3** herein.

1.29 "Mortgage" means any recorded mortgage or deed of trust encumbering a Parcel. A "First Mortgage" shall refer to a Mortgage which has priority over any other Mortgage encumbering a specific Parcel.

1.30 "Mortgagee" means the mortgagee, beneficiary or guarantor under any Mortgage. A "First Mortgagee" means the holder of a Mortgage that has priority over any other Mortgage encumbering a specific Parcel.

1.31 "Notice and Hearing" means written notice and a hearing before the Board, as provided in the Bylaws and pursuant to California Corporations Code Section 7341.

1.32 "Occupant" shall mean those persons entitled by ownership, leasehold interest or other legal relationship to the right to occupy any portion of the Project.

1.33 "Owner" means one or more Persons, including Declarant, who are alone or collectively the record owner of a fee simple title to a Parcel, or the vendee under an installment land sales contract, but excluding those having any such interest merely as security for the performance of an obligation.

1.34 "Parcel" means a lot or parcel of land shown on a recorded subdivision map, recorded parcel map or recorded lot line adjustment, on any portion of the Property (with the exception of Association Property, with respect to the allocation of Allocable Shares and assessments under a Cost Center).

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

1.36 "Project" means all the real property described in **Exhibit "A"** and all improvements thereon.

1.37 "Property" refers to the real property described in **Exhibit "A"**.

1.38 "Signage Guidelines" means the signage criteria and design guidelines adopted by the Board pursuant to **Article 5** herein.

1.39 "Specific Plan" refers to The Crossroads in Winchester (SPA288A2), Specific Plan No. 288, Amendment No. 2, prepared by Webb, Dated December 2013.

1.40 "Storm Water Agreement" means any BMP or other storm water treatment agreement between Declarant and the City.

1.41 "Supplementary Declaration" means an instrument recorded to (i) supplement, modify, correct, or clarify conditions, covenants, restrictions or easements described herein or in a previously recorded Supplementary Declaration(s), (ii) designate any Association Maintenance Areas (and associated easements) or Association Property, (iii) designate Cost Centers, and/or (iv) designate additional exclusive uses.

1.42 "Utility Facilities" means all utility facilities including storm water drainage systems (including all storm water pollution prevention devices, drainage swales and the retention basin), sanitary sewer systems, water systems, natural gas systems, electrical and lighting systems, fire protection water systems, telephone systems, cable television systems, telecommunications systems, and all other utility systems and facilities reasonably necessary to service any improvement situated in, on, over and under the Project.

## **ARTICLE 2**

### **PROPERTY OWNERSHIP, RIGHTS AND EASEMENTS**

2.1 Easements Generally. Notwithstanding anything herein to the contrary, this Declaration and the Project shall be subject to all easements and rights-of-way shown on the Project's subdivision map and all other easements of record. In addition, the Owners' interests in their Parcels are subject to the easements and the rights of the Association reserved and granted in this Declaration, any applicable Supplementary Declaration and the other Governing Documents. Each of the easements reserved or granted under this Declaration or any applicable Supplementary Declaration shall be deemed to be established upon the recordation of this Declaration or the applicable Supplementary Declaration, respectively, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners, the Parcels and the Association, as applicable. Individual grant deeds to Parcels may, but shall not be required to, set forth the easements specified in this Article or in a Supplementary Declaration.

2.2 Association Easement. Declarant, as Owner of all the Parcels, hereby reserves and grants to the Association for the benefit of the Project, a perpetual, non-exclusive easement over the Project for performing its duties and exercising its powers described in the Governing Documents, and for performing repairs or maintenance not performed by the applicable Owner pursuant to the terms of this Declaration. No Owner shall interfere with the use of such easements by the Declarant, the Association or its agents or employees.

2.3 Access and Parking Easement. Declarant, as Owner of all the Parcels, hereby reserves, and upon conveyance of each Parcel hereby grants and conveys to the Owner of each Parcel, its successors and assigns for the benefit of each such Parcel and its Invitees, commencing upon the completion of construction of each portion of the Project's parking area, nonexclusive, reciprocal easements in, to, over and across the sidewalks and parking areas located on the other Parcels for the purpose of vehicular and pedestrian ingress and egress and parking ("Access and Parking Easements"). The Access and Parking Easements are non-

exclusive, as each Owner retains all uses and rights with regard to its Parcel which are not inconsistent with the Access and Parking Easements, including the right to grant other easements which are not inconsistent with the Access and Parking Easements. The Access and Parking Easements are appurtenant to each Parcel and all future subdivisions thereof and shall inure to the benefit of the present and future Owners of the Parcels and their Invitees and shall burden the Parcels on which the Access and Parking Easements are located. Notwithstanding the foregoing, and subject to the provisions of this Declaration, the Association shall have the right to promulgate rules and regulations to control parking within the Project in a manner consistent with this Declaration; provided, however, that Declarant hereby reserves the right to assign parking spaces to Owners as set forth in **Section 2.9** below.

2.4 Drainage Easements. Declarant, as Owner of all the Parcels, hereby reserves, and upon conveyance of each Parcel hereby grants and conveys to the Owner of each Parcel, its successors and assigns, for the benefit of each such Parcel, a nonexclusive, reciprocal easement in, to, over, under and across the other Parcels for reasonable surface drainage of storm water runoff ("Drainage Easement"). The Drainage Easement is appurtenant to each Parcel and all future subdivisions thereof and shall inure to the benefit of the present and future Owners of such Parcels and their Invitees, and shall burden the Parcels on which the Drainage Easement is located.

2.5 Utility Easements. Declarant, as Owner of all the Parcels, hereby reserves and grants to the Association and each Owner for the benefit of the Project, reciprocal, nonexclusive, appurtenant easements to the extent necessary for the use, maintenance, repair, replacement, removal and enjoyment of the Utility Facilities serving the Association Maintenance Area and each Building, respectively. If it is necessary for Declarant, the Association or an Owner to repair, maintain, replace or remove any Utility Facilities ("Utility Work"), Declarant, the Association or such Owner shall comply with the following requirements: (i) adequate provision shall be made for the safety and convenience of all persons using the affected areas; (ii) the Project and facilities shall be replaced or restored to the condition in which they were prior to the performance of such Utility Work; (iii) all costs, fees and expenses incurred as a result of such Utility Work shall be borne solely by the party who undertakes such Utility Work; (iv) any construction activities pursuant to such easement rights shall be performed so as to not unreasonably interfere with access to, use, occupancy, or enjoyment of the remainder of the Project, (v) the party exercising its rights under such easements shall indemnify, hold harmless and defend all other Owners from and against all claims, losses, liabilities and expenses (including attorneys' fees and court costs) arising from such exercise, and (vi) all Governmental Laws applicable thereto are satisfied. If it is necessary for Declarant, the Association or an Owner to gain access to a Parcel in order to perform any Utility Work, the maintaining party shall provide the Owner of such Parcel with reasonable advance written notice which specifies the type, duration of, and date upon which access is needed, and the parties shall cooperate such that maintaining party can gain access to such Parcel as necessary to complete the Utility Work. In addition, if it is necessary for Declarant, the Association or an Owner to perform Utility Work on another Owner's Parcel, the Owner of the burdened Parcel shall execute such documents as may be reasonably appropriate, necessary or required by any governmental agencies and/or public utilities and companies for the purpose of granting such easements.

2.6 Duration of Easements. The easements created under this **Article 2** shall be perpetual and shall not terminate or be extinguished upon the termination of this Declaration, provided, however, that if at any time a single Owner becomes the sole owner of all Parcels, such single Owner shall have the right, but not the obligation, to terminate the easements created under

this **Article 2** upon the recordation of a notice of such termination in the Official Records of Riverside County, California.

2.7 Supplementary Declaration. So long as Declarant or an affiliate of Declarant owns any interest in the Project, only Declarant may record a Supplementary Declaration; provided, however, with the written consent of Declarant, the Owners of the Parcels affected by a Supplementary Declaration may also record a Supplementary Declaration. So long as Declarant or an affiliate of Declarant owns any interest in the Project, the approval of the Association is not required to record a Supplementary Declaration. After the date on which Declarant or an affiliate of Declarant no longer owns any interest in the Project, a Supplementary Declaration may be recorded upon the mutual consent of the Association and the Owners of the Parcels affected by the Supplementary Declaration.

2.8 Right of Entry. The Association has the right to enter the Parcels (but not the interior of the Buildings) for the purpose of enforcing the Governing Documents, and may take whatever corrective action it determines to be necessary or proper so that the maintenance of the Project is in accordance with the Governing Documents. Entry onto any Parcel under this Subsection shall be made after reasonable advance notice to the Owner of such property except for emergency situations, which shall not require notice. Any damage caused by entry under this Subsection shall be repaired by the Association.

2.9 Assigned Parking. Declarant shall, so long as Declarant or an affiliate of Declarant owns any portion of the Project, have the sole right to assign to an Owner an exclusive right to use a parking space(s) within such Owner's Parcel ("Assigned Parking Spaces"). Upon assignment by Declarant of a parking space, the Access and Parking Easements shall be subject to the rights of the Owners to the Assigned Parking Spaces. Declarant shall, upon assigning an Assigned Parking Space(s) to an Owner, designate such assignment in the records of the Association. Upon assignment of an Assigned Parking Space(s) to an Owner, (i) such Owner shall have the exclusive right to the use of such Assigned Parking Space(s), subject to the rights of the Declarant and the Association set forth herein, and (ii) the Association shall not have the right to rescind or change the location of such Assigned Parking Space(s). Upon conveyance of a Parcel by an Owner to another Owner, the right to use the Assigned Parking Space(s) assigned to such Owner shall automatically terminate.

### **ARTICLE 3** **MEMBERSHIP AND VOTING RIGHTS**

3.1 Membership. Every Owner of a Parcel shall be a Member of the Association and be subject to the terms and provisions of the Governing Documents. Membership shall automatically cease when an Owner's ownership interest ceases. Membership shall be appurtenant to and may not be separated from the interest of an Owner in its Parcel. Not more than one membership shall exist based upon ownership of a single Parcel. A Member's voting rights or privileges may be regulated or suspended as provided in the Governing Documents.

3.2 Transfer. The membership held by any Owner shall not be transferred, pledged, assigned or alienated in any way, except that such membership shall automatically be transferred to the transferee of such Owner's Parcel. Any attempt to make a prohibited transfer is void. Any Owner who conveys its Parcel shall provide notice of such conveyance to the Association as set forth in **Section 13.9** below. The Association shall have the right to record the transfer upon the books of the Association without any further action or consent by the transferring Owner.

### 3.3 Voting.

3.3.1. Class A Members. The Class A Members shall be all Members other than Declarant, each of whom shall be entitled to one (1) vote for each square foot of Building Area within such Owner's Parcel. If there is more than one Owner of a Parcel, the voting rights for such Parcel may not be cast on a fractional basis. If the joint Owners of a Parcel are unable to agree among themselves as to how their voting rights shall be cast, they shall forfeit the vote on the matter in question. Upon the close of escrow on a Parcel by more than one Owner, the Owners of such Parcel must notify the Association in writing of the one Owner who will exercise the voting rights for such Parcel ("Voting Owner"). If such Owners do not notify the Association in writing in accordance with this Section, they shall not be entitled to exercise their vote unless and until they deliver written notice to the Association designating the Voting Owner and until such designation is made, the Association can cast the votes, if it so elects, for such Parcel. If such Owners desire to designate a different Voting Owner, such request to change the Voting Owner must be made in writing to the Association. If any Owner other than the Owner designated in the records of the Association as the Voting Owner exercises the voting rights of a particular Parcel, such vote shall not be counted and shall be deemed void.

3.3.2. Class B Member. The Class B Member shall be Declarant, who shall have ten (10) votes for each square foot of Building Area within any Parcel owned by Declarant, and a Class B Board appointment right. The Class B Board appointment right shall not be considered a part of the voting power of the Association. The Class B Board appointment right entitles Declarant to select a majority of the members of the Board until Declarant or an affiliate of Declarant no longer owns any Parcel in the Project. Board Members appointed by Declarant pursuant to Declarant's Class B membership do not have to be Owners.

3.4 Voting Rights. Each Owner's right to vote shall vest immediately upon the receipt of a building permit for the construction of the Building on such Owner's Parcel. All voting rights shall be subject to the restrictions and limitations provided in the Governing Documents. Except as otherwise provided in this Declaration, the Articles and the Bylaws, all matters requiring the approval of Members shall be deemed approved if such matters are approved by a Majority of the Voting Power of the Owners (i) present at a meeting at which a quorum of Members is present (and which is held in accordance with the Bylaws) or (ii) by written consent as provided in the Bylaws.

3.5 Cost Center Approvals. Notwithstanding any other provisions of the Governing Documents, any action relating solely to the Cost Centers shall require the approval of the prescribed percentage of the Majority of the Voting Power of only those Owners within such Cost Center.

## **ARTICLE 4** **DUTIES AND POWERS OF THE ASSOCIATION**

4.1 Duties and Powers. The Association has the duties and powers listed in the Governing Documents and the general and implied power to do all things that a nonprofit mutual benefit corporation organized under California law may lawfully do to the extent necessary or proper for the health, comfort, safety and general welfare of the Owners, subject only to the limits on the exercise of such powers listed in Governing Documents. Upon the date that the first Owner receives a building permit for the construction of the Building on such Owner's Parcel, the Association shall be charged with the duties and invested with the powers set forth in the Governing Documents. Notwithstanding anything to the contrary contained herein, before and

until such date, Declarant shall be charged with the duties and obligations of the Association and the Board, and shall be entitled to exercise the rights of the Association, as set forth in this Declaration. Unless otherwise indicated in the Governing Documents, the powers of the Association may be exercised by the Board. In addition to the general powers and duties set forth above, the Association shall have the powers and duties set forth below.

4.1.1. Enforcement. Enforce the Governing Documents and any resolution of the Board.

4.1.2. Budgets. Prepare budgets and financial statements for the Association (including reserves, if any), and levy Assessments against the Owners, as prescribed in the Governing Documents.

4.1.3. Utilities and Services. Contract for utilities, goods and/or services for the Association Maintenance Area, the Association Property or for the Association.

4.1.4. Insurance. Contract for casualty, liability and other insurance on behalf of the Association.

4.1.5. Maintenance. Operate, maintain and inspect the Association Maintenance Area and Association Property as set forth herein, and in accordance with the Storm Water Agreement.

4.1.6. Association Rules. Formulate Association Rules for the operation of the Project, and for campaigns and elections as set forth in California Civil Code Sections 6630 and 6632. In the case of any conflict between the Association Rules and any provisions of the Governing Documents, the provisions of the Governing Documents shall prevail. The Board shall deliver the Association Rules to all Members annually. The Board shall deliver any changes to the Association Rules to all Members upon implementation.

4.1.7. Discipline. After Notice and Hearing, initiate and execute disciplinary proceedings against Owners for violations of the Governing Documents in accordance with procedures set forth in the Governing Documents, including monetary penalties and temporary suspension of an Owner's rights as a Member (including voting rights). The Board shall deliver any schedule of fines and penalties to all Members annually in accordance with California Civil Code Section 6850. The Board shall deliver any changes to such schedule to all Members upon implementation in accordance with California Civil Code Section 6850.

4.1.8. Acceptance of Title. The Association shall accept title to the Association Property and improvements thereon, and to any easements for the Association Maintenance Area, conveyed by Declarant and/or created under this Declaration. The nature, design, quality and quantity of all improvements constructed by Declarant on the Association Property and the Association Maintenance Area shall be determined by Declarant, in its sole discretion.

4.1.9. Association Property. Grant and convey easements and/or licenses over the Association Property as necessary for the proper operation of the Project and in accordance with the provisions of this Declaration, and dedicate any of the Association Property to an appropriate public authority for public use as provided in this Declaration.

4.1.10. Capital Improvements. Approve the construction, installation or acquisition of a particular capital improvement to the Association Maintenance Area or Association Property.

4.1.11. Borrow. Borrow money to improve, repair or maintain the Association Maintenance Area and Association Property and to hypothecate any or all real or personal property owned by the Association, including pledging as collateral the Assessments

4.1.12. Cost Centers. Form and administer Cost Centers in accordance with the terms and provisions of this Declaration and the Bylaws, including the power to establish advisory committees comprised of Owners whose Parcels are within the applicable Cost Centers. Such advisory committees may propose special rules and regulations with respect to Cost Centers which may be adopted by the Board. The Board shall also adopt special election procedures for the election of members of such advisory committees. By recordation of a Supplementary Declaration, the Association may establish additional Cost Centers upon the consent of the Majority of the Voting Power of the Owners of the Parcels benefited by the proposed Cost Center; provided, however, for so long as Declarant has the rights under **Article 12** herein, the Association shall not, without the prior written consent of Declarant, create or eliminate a Cost Center. From and after the formation of a Cost Center, it shall be administered by the Association in the same manner as all other Cost Centers provided for in this Declaration.

4.2 Payment of Compensation to Board Members. The Association shall not pay compensation to directors or to officers of the Association for services performed in the conduct of the Association's business; provided, however, the Board may cause a director or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.3 Association Management. The Association's manager shall at all times be a professional manager. The Association is specifically authorized to employ Declarant, or an affiliate of Declarant, as property manager for the Association.

4.4 Claims and Actions. Subject to the provisions of this Declaration, the Association shall have standing to institute, defend, settle or intervene in litigation, alternative dispute resolution or administrative proceedings (each, an "Action") in its own name as the real party in interest and without joining the Owners, in matters pertaining to (a) enforcement of the Governing Documents, (b) damage to the Association Property or Association Maintenance Area, and (c) damage to the Parcels which arises out of, or is integrally related to, damage to the Association Property and/or Association Maintenance Area (each, an "Association Claim"). However, the Association shall not have standing to institute, defend, settle or intervene in any Action in any matter pertaining only to an individual Parcel and not Included in Subsections (b) and (c) above. Each Owner hereby agrees to designate such authority to the Association and assigns to the Association all power and authority as is necessary for any settlement or release of any such Association Claims.

4.5 Personal Liability. No member of the Board, or any committee of the Association, or any officer, agent, member, shareholder, director or employee of Declarant (each a "Management Party"), shall be personally liable to any Owner, or any other party, including the Association, for any actions, damages, liabilities, losses, fines or penalties, including attorneys' fees and costs suffered or claimed on account of any act, omission, error, or negligence (collectively, an "Official Act") of any such individual if such individual has, on the basis of such information as may be possessed by such individual, acted in good faith and without willful or intentional misconduct. Each person serving on the Board does so as a representative of the

Owners or Declarant and not in his or her personal capacity and, in no event shall such person have any personal liability as a result of its serving on the Board. The Association has the power and duty to indemnify, protect, defend and hold harmless each Management Party for all damages, and expenses incurred (including, without limitation, reasonable attorneys' fees), and satisfy any judgment or fine levied as a result of any action or threatened action brought because of an act or omission that such Management Party reasonably believed was an Official Act. Management Parties are deemed to be agents of the Association when they are performing Official Acts for purposes of obtaining indemnification from the Association pursuant to this Section. The entitlement to indemnification under this Declaration inures to the benefit of the estate, executor, administrator and heirs of any person that is a Management Party entitled to such indemnification. The Association has the power, but not the duty, to indemnify any other person acting as an agent of the Association for damages incurred, pay expenses incurred, and satisfy any judgment or fine levied as a result of any action or threatened action because of an Official Act.

## **ARTICLE 5** **ARCHITECTURAL CONTROL**

5.1 **Declarant.** The provisions of this Article shall not apply to (i) any improvements installed by Declarant and (ii) the original construction of a Building and its associated site improvements, which shall be governed by a separate agreement between each Owner and the Declarant.

5.2 **Scope.** No Alterations of any kind whatsoever shall be commenced until complete plans and specifications showing the Alteration's design, location, dimensions, materials and color ("Plans and Specifications") have been submitted to and approved in writing by the Board in accordance with the procedures established by the Board. All Plans and Specifications of Alterations affecting any exterior drainage shall be prepared and signed by an architect or engineer licensed to practice in California, and signed by the Owner or by an agent authorized by the Owner in writing. The Board shall have the right, in the Board's sole and absolute discretion, to (i) rely on the expertise of such Owner's architect or engineer, or (ii) submit such Plans and Specifications for review and comment to an architect, landscape architect, engineer or other consultants as deemed appropriate by the Board based on the nature of the proposed Alterations (collectively the "Outside Consultant"), which Outside Consultant shall be duly qualified and licensed in the State of California and shall have no current financial or ownership interest in the Project. The Board shall have the right to establish a fee for the review and approval of all Plans and Specifications submitted to the Board pursuant to the provisions of this Article. In addition to such processing fee, the Board shall have the right to charge a construction oversight fee for all work that is subject to the jurisdiction of the Board, which fee shall be determined from time to time by the Board. Notwithstanding the foregoing, the reconstruction of a Parcel, Building or other improvements that were approved by the Board under this Article or which existed on the recordation date of this Declaration, shall not require such submittal, so long as such repair, replacement or reconstruction is substantially identical to the construction or alternation of improvements previously so approved or which existed on the recordation date of this Declaration, and complies with this Declaration. In the discretion of the Board, inspections of such improvements in accordance with **Section 5.5** below may be performed to ensure compliance with the approved Plans and Specifications. In the event of non-compliance with such Plans and Specifications, the Board shall have all of the rights to require correction of such work.

5.2.1. **Brand Changes.** Notwithstanding anything to the contrary contained herein, any Alteration to a McDonald's, Starbucks or Chevron Building that is due to a change in



its national branding architectural style (and such architecture is being used in at least fifty percent (50%) of the McDonald's, Starbucks' and/or Chevrons', as applicable, in California), shall not be subject to Board review hereunder. In such case, the applicable Building Occupant shall deliver to the Association a written notice, which shall include reasonable evidence that such Alteration meets such qualifications, at least thirty (30) days prior to commencing such Alteration.

5.3 Design Guidelines. All alterations must comply with the Specific Plan and the Signage Guidelines. In addition, the Board may, from time to time and in its sole discretion, adopt, amend and repeal architectural standards and regulations to be known as "Design Guidelines." The Design Guidelines may interpret and implement the provisions of this Declaration by setting forth (i) the timelines, standards and procedures for architectural review, (ii) the requirements for the Plans and Specifications, and (iii) rules and regulations regarding the construction of Alterations; provided, however, that the Design Guidelines shall not detract from or conflict with the standards required by this Declaration. The Design Guidelines may also set forth time limitations for the completion of any Alterations for which approval is required. The failure of the Board to promulgate Design Guidelines or to include any particular standards or guidelines in the Design Guidelines shall not limit the right of the Board to enforce standards to protect the overall theme and development of the Project.

5.4 Duties and Powers of Board for Architectural Review. The Board shall consider and act upon such proposals or plans submitted to it pursuant to the terms hereof to ensure that any Alterations constructed within the Project conform to plans approved by the Board, and carry out all other duties imposed upon it by the Governing Documents related thereto. The Board may exercise all available legal and equitable remedies to prevent or remove any unauthorized and unapproved construction of Alterations within the Project or any portion thereof.

5.5 Inspection and Correction of Work. Upon approval by the Board of any Plans and Specifications, the Owner shall promptly commence construction of the improvements and diligently pursue the same to completion. Upon the completion of any improvements for which approved Plans and Specifications are required under this Article, the Owner shall provide the Board with (i) written notice of such completion, (ii) a copy of final acceptance from the applicable governmental authorities (such as a certificate of occupancy or its equivalent) and (iii) mechanics lien releases from all contractors, subcontractors and any other parties who may file a mechanics lien on any portion of the Project, in the form required by California law.

5.5.1. Right of Inspection. The Board or its duly authorized representative may enter into any Parcel (but not the interior of a Building), from time to time during the course of construction and within thirty (30) days after receiving written notice of completion from the applicant, for the purpose of inspecting such construction to determine whether it was performed in substantial compliance with the approved Plans and Specifications. If the Board determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the applicable Owner of such non-compliance not more than thirty (30) days after the inspection specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance. Any construction inspection fee imposed by the Board may be utilized by the Board to engage an outside consultant to inspect such work. Notwithstanding the Board's engagement of an outside consultant for inspection purposes and/or imposition of an inspection fee, in no event shall the Board or the Association have any liability or other obligation whatsoever with respect to such work.

5.5.2. Non-Compliance. If, upon the expiration of thirty (30) days from the date of such notification, the Owner has failed to remedy such non-compliance, the Board after

affording the Owner Notice and Hearing, shall determine whether there is an issue of non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association within fifteen (15) days after receipt of such demand, the Board shall levy a Special Assessment against such Owner for reimbursement.

5.5.3. Failure to Notify. If for any reason the Board fails to notify the Owner of any non-compliance within ninety (90) days after receipt of said notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved Plans and Specifications.

5.6 Insurance. Upon the approval of the proposed Alterations by the Board, and prior to commencement of work, the Board shall have the right to require the Owner making such Alterations to (i) provide the Association with written notice as to commencement of the work, to enable the Association to file a Notice of Non-responsibility and (ii) provide the Association with proof of insurance as set forth by the Board. The Association shall have the right to (a) require minimum limits of commercial general liability and builder's risk insurance to be maintained by all vendors, contractors and subcontractors of the Owners, (b) be named as an additional insured under such commercial general liability insurance and (c) require evidence of such insurance prior to commencement of construction.

5.6.1. Self-Insurance. Notwithstanding anything herein to the contrary, an Owner or its Occupant may self-insure the insurance coverage required in **Section 5.6** above, to the extent that such Owner or Occupant is not prohibited by law from doing so, so long as such Owner's or Occupant's Tangible Net Worth as shown on its most recently published, audited, financial statement exceeds \$250,000,000.00 and such Owner or Occupant shall not be released from liability by reason of such self-insurance. To the extent such Owner or Occupant elects to self-insure (which election shall automatically be deemed to have been made to the extent of any failure to carry insurance on the self-insured risks), then such Owner or Occupant shall be treated as if such Owner or Occupant maintained such insurance and such Owner or Occupant hereby waives any rights of recovery and subrogation against the Association and/or the Association's insurers for any loss which would have been covered had such Owner or Occupant maintained insurance covering the self-insured risks and such self-insurance protection shall be deemed to include the additional insured status in favor of the Association. As used herein, "Tangible Net Worth" means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles, consistently applied ("GAAP"), excluding, however, from the determination of total assets, all assets which would be classified as intangible assets under GAAP including, without limitation, goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises. It is expressly understood that the self-insurance permitted above does not relieve such Owner or Occupant of its statutory obligations under Workers' Compensation laws

5.7 Government Regulations. All Alterations shall be constructed in compliance with all Governmental Laws and the Specific Plan. If there is any conflict between the requirements or actions of the Board and any Governmental Laws and/or the Specific Plan, the Governmental Laws and Specific Plan, to the extent they are more restrictive, shall control and the Board shall

modify its requirements or actions to conform to the Governmental Laws; provided, however, that if the Governmental Laws and/or the Specific Plan are less restrictive, the provisions of this Declaration shall nonetheless apply. The application by an Owner for review and approval by the Board of any Plans and Specifications or other submittals by such Owner shall in no way be deemed to be satisfaction of compliance with any Governmental Laws and/or the Specific Plan. Although the Board has the right to require evidence of City approval of the Alterations as a condition to review of the final Plans and Specifications, nothing contained herein shall impose on the Board the duty to obtain evidence of approval by the City of any Alterations as a condition to issuance of final approval or any liability on the Association as a result of the failure of the Board to request evidence of City approval.

5.8 Diligence in Construction. Upon final approval by the Board of any Plans and Specifications, the Owner shall promptly commence construction and diligently pursue the same to completion. In addition, each Owner shall cause all work to be as non-disruptive as practicable to the Project and the Owners and Invitees who use the Project. Each Owner shall disrupt traffic flow and parking as little as possible during construction and shall clean up daily any and all construction debris to the extent reasonably practicable. Promptly upon completion of the Alterations, the Owner shall provide the Board with an as-built set of the Plans and Specifications.

5.9 Compensation. The Board shall receive no compensation for services rendered, other than reimbursement by the Association for expenses incurred by the Board in the performance of its duties hereunder (such as retention of a professional architect, engineer or designer a member of the Board for the purpose of providing professional services) in which event reasonable compensation for such member shall be approved by the Board.

5.10 Interpretation and Appeal. All questions of interpretation or construction of any of the terms or conditions herein shall be resolved by the Board, and its decision shall be final, binding and conclusive on all of the parties affected.

5.11 Variances. The Board may authorize variances from compliance with any of the architectural provisions of this Declaration. Such variances must be evidenced in writing and must be signed by at least two (2) members of the Board. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Parcel and the particular provision hereof covered by the variance, nor shall it affect in anyway the Owner's obligation to comply with all Governmental Laws.

5.12 Waiver. The approval by the Board of any Plans and Specifications for any work done or proposed, or for any other matter requiring the approval of the Board under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

5.13 Liability. Neither any Declarant, the Board nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved Plans and Specifications; (iii) the development of the Project or any property within the Project; or (iv) the execution and delivery of an estoppel certificate pursuant to **Section 13.12**,

whether or not the facts therein are correct, provided, however, that such Board member has acted in good faith on the basis of such information as may be possessed by him or her.

## **ARTICLE 6**

### **USE RESTRICTIONS**

6.1 Permitted Uses. Unless otherwise specifically prohibited herein, permitted uses shall be those uses consistent with a first-class retail/commercial center which are permitted by applicable City zoning and land use regulations, provided such use is performed or carried out entirely within a Building and complies with all Governmental Laws and the provisions of this Declaration. Any use which would require a change in or variance from applicable City zoning and land use regulations or would require a conditional use permit or similar City approval shall be subject to the prior written consent of the Declarant, so long as Declarant or an affiliate of Declarant owns any interest in the Project, which consent shall not be unreasonably withheld. If applicable law is less restrictive than the provisions of this Declaration, the more restrictive provision shall apply.

6.2 Use Restrictions. No noxious or offensive activity shall be carried on in any part of the Project which (i) may be, or may become, a nuisance to the other Owners and Occupants in the Project, (ii) in any way interferes with the quiet enjoyment of the other Owners and Occupants in the Project, (iii) in any way increases the rate of insurance for any Owner or Occupant or results in the cancellation of such insurance, (iv) violates any provisions of the Governing Documents, or (v) constitutes a nuisance or other threat to health or safety under any applicable laws or ordinances, including the activities set forth below. The Association is entitled to determine if any noise, odor, vibration or other activity constitutes a nuisance. Notwithstanding the foregoing, the typical noise and odors associated with a quick service restaurant with drive-thru service shall be deemed not to violate such restrictions. The following uses are prohibited in the Project:

(a) Industrial, residential, lodging or manufacturing uses;

(b) Primarily office purposes, except that so called office uses which include the provision of services to the general public, such as, but not limited to, doctors, dentists, optometrists, banks, real estate brokers, insurance brokers, escrow offices, or travel agencies shall be permitted. In addition, incidental office uses by retail Owners and Occupants shall also be allowed in the Shopping Center;

(c) Any bar, cocktail lounge, or any facility serving alcoholic beverages or allowing for the on-premises consumption of alcoholic beverages (except for Starbucks, which has the right to sell beer and wine);

(d) A flea market; mortuary; any establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials; a so called "head shop"; off track betting parlor or any other gaming/gambling use; the sale of guns as a primary use; recycling facility (except as may be required by Governmental Laws); auto repair shop (including lubrication and/or service center), body or fender shop; massage parlor; school (other than Score, Weight Watchers, Sylvan Learning Centers, or similar short class duration schools) or house of worship; a surplus store; or a business selling so called "second hand" goods (the term "second hand" shall mean stores which sell goods primarily as a service to the public rather than to a retail customer for profit, such as, by way of example, "Goodwill Stores");

(e) A business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; creates unusual fire, explosive or other hazards; provided however, the operation of a typical supermarket or fuel station or coffee store shall not be deemed to be in violation of this Section.

6.3 Exclusives. Declarant has granted certain Owners the exclusive right to certain uses within the Project. Such exclusive uses are set forth in **Exhibit "C"** attached hereto. Declarant shall have the unilateral right to record a Supplementary Declaration to add additional exclusive use rights for the benefit of certain Owners, so long as such rights do not conflict with any existing exclusive use granted by Declarant for any Parcel. Notwithstanding the foregoing, so long as McDonald's USA, LLC, a Delaware limited liability company ("McDonald's"), or a subsidiary, parent, affiliate, related entity or a franchisee of McDonald's, or a franchisee of any affiliate, parent, related entity or subsidiary of McDonald's (each, a "McDonald's Party"), is the lessee of Parcel 13 in the Project, no exclusive use rights or restrictive covenants will be granted to any person or entity that restrict McDonald's or another McDonald's Party's use of its Parcel as a restaurant operating in any manner and serving any type of food or drink; provided, however, in the event that Parcel 13 has been sublet or McDonald's lease has been assigned to an individual or entity that is not a McDonald's Party, the then-existing lessee of Parcel 13 may not use Parcel 13 in a manner which would violate any third-party exclusives.

6.4 Outside Merchandising. Except as set forth herein or as may be allowed by the Association, the selling, displaying or merchandising of goods shall be confined to the interior of the Buildings, and, shall not be conducted outside of any Building. The Association may permit Owners and Occupants of the Project to conduct periodic outdoor sales of merchandise within the Association Maintenance Area in locations approved by the Association provided that such use complies with all Governmental Laws, does not unreasonably interfere with vehicular and pedestrian traffic, and is conducted and maintained in a neat and sightly condition and in accordance with conditions and terms as may be imposed by the Association.

6.5 Parking Areas. All parking spaces in the Project shall be used and shared in common with all Owners and their Invitees. The number of parking spaces used by each Owner and its Invitees shall be limited to the number of parking spaces located within such Owner's Parcel. No Parcel shall be used for any purpose which would cause the total number of parking spaces within such Parcel to be less than that required by Governmental Laws for the use of the Building on such Parcel. Unless otherwise approved by the Board in writing, Owners shall not park or permit an Owners' Invitees to park vehicles so as to exceed the parking allocation provided under this Section. Each Owner agrees not to overburden the parking facilities and agrees to cooperate with the Association and other Owners in the use of common parking areas. The Association reserves the right, in its absolute discretion, to determine whether parking facilities are becoming crowded and, in such event, to allocate parking spaces among Owners or to designate areas within which the Owners and their Invitees must park.

6.5.1. Parking Regulations. No more than one (1) vehicle may be parked within a parking space and such vehicle must completely and clearly fit within the designated parking space. There shall be no parking in the Project that obstructs free traffic flow, constitutes a nuisance, violates the Association Rules, or otherwise creates a safety hazard. Parking spaces are for parking of vehicles, bicycles and motorcycles only. No vehicle repair (except in emergencies) or other similar activities may be undertaken in the parking areas. No Owner shall permit any vehicle to remain on its Parcel for more than forty-eight (48) hours. The Board may establish additional regulations regarding parking areas, including designated "guest parking" and

"no parking" areas. The Board may take all actions necessary to enforce all parking and vehicle use regulations for the Project, including removing violating vehicles from the Project pursuant to California Vehicle Code Section 22658 or other applicable laws.

6.5.2. Employee Parking. By written notice to all Owners, the Association may, from time to time, provide one or more employee parking area(s) in the Project, effective upon the first day that the delivery of the notice has been effected on all of the Owners. In such event, all Owners shall inform their respective Occupants, and all Owners and Occupants shall use all reasonable efforts to cause all employees in the Project to park in such designated area(s).

6.6 Loading Facilities. All temporary loading and unloading activities shall be conducted by each Owner within the designated loading areas on it Parcel. Without limiting the foregoing, no loading and unloading activities shall be conducted in any manner which may obstruct free traffic flow of drive aisles during normal business hours or otherwise constitute a nuisance or create a safety hazard.

6.7 Modifications to Parcels. No Alteration, including without limitation installation of signs, shall be commenced without the prior written approvals required under **Article 5** of this Declaration. In addition to the foregoing, all improvements installed or constructed by an Owner within the Project must be completed in accordance with all Governmental Laws. This Section does not apply to improvements installed by Declarant.

6.7.1. Antennae. There shall be no (i) television or radio antennae, masts, satellite dishes, transmitter tower or facility or (ii) solar energy system, constructed, installed or maintained in or on the Project without approval of the Board pursuant to **Article 5**. However, in considering whether to approve an antenna or solar energy system, or to impose requirements on such approval, the Board shall not violate any applicable law or regulation, including any applicable regulations of the Federal Communications Commission and California Civil Code Sections 714, 714.1 and 6708. Nothing herein stated is intended to apply to any antennae, masts, satellite dishes or related equipment installed in the Project pursuant to an agreement entered into by Declarant or the Association. Any Owner who installs any of such facilities in or on the Project shall indemnify, defend and hold the Association harmless from any claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs, including attorneys' and consultants' fees, arising from or relating to the installation, use, operation, maintenance, repair and replacement of such facilities.

6.7.2. Solar Power or Heating Systems. Subject to limitations imposed by California law, the Board shall be entitled to adopt, as part of the Design Guidelines, reasonable regulations regarding the installation of solar power or heating systems. These rules may include limitations on placement and design of such systems to the extent necessary to avoid an unsightly appearance from adjacent areas.

6.7.3. Separate Structures, Storage Sheds. Other than the Buildings, no structures, storage buildings or sheds, whether prefabricated, metal or of any other construction whatsoever, whether permanent or temporary, shall be placed, assembled, constructed or otherwise maintained on any Parcel without the prior approval of the Board, subject to applicable zoning requirements and other local ordinances, and to size limitations and other regulations as may be adopted by the Board.

6.7.4. Drainage. No Owner shall interfere with or obstruct the established surface drainage pattern over any Parcel, unless adequate alternative provision is made for

proper drainage and is first approved in writing by the City and the Board pursuant to **Article 5** above. As used herein, "established drainage" is defined as the drainage shown on the grading and drainage plan approved by the City, or which is shown on any Plans approved by the City and the Board pursuant to **Article 5** above.

6.7.5. Excavation and Underground Utilities. No excavation shall be made except in connection with the construction of an improvement approved by the Board pursuant to **Article 5** above, and, upon completion thereof, exposed openings shall be backfilled and disturbed ground shall be graded, properly compacted, leveled and restored to the original condition.

6.8 Signage. Subject to California Civil Code Sections 712, 713 and 6704, no sign, advertising device or other display of any kind shall be displayed in the Project or on any public street in or abutting the Project except for the following signs:

(a) monument and pylon signs, Project identification signs, and traffic or parking control signs maintained by the Association or otherwise approved by the Board;

(b) signs placed or displayed by Owners or their lessees in accordance with the Signage Guidelines, provided such signs are in conformance with all Governmental Laws and provided such signs are approved by the Board;

(c) job identification signs during the time of construction of any portion of the Project by Declarant;

(d) other signs or displays authorized by the Board pursuant to **Article 5**; and

(e) signs installed by Declarant as described in **Article 12**.

6.9 Trash Disposal. No waste material, garbage or refuse may be dumped, placed or allowed to remain on any Parcel outside a Building unless it is behind a visual barrier screening such area so that it is not visible from neighboring properties or public streets. All such waste, garbage and trash materials shall be kept in sanitary containers and shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Industrial waste disposal shall be in a manner prescribed by the ordinances of the City and any other applicable governing agency. All incinerators or other equipment for the storage or disposal of trash, garbage or refuse shall be kept in a clean and sanitary condition. No odors shall be permitted to arise therefrom so as to render any Parcel or portion thereof unsanitary, unsightly, offensive or detrimental to any property in the vicinity or to the occupants thereof. Owners shall comply with any Association Rules regarding trash disposal and recycling.

6.10 Hazardous Materials. Each Owner, Occupant and user shall in all respects handle, treat, use, store, dispose and manage any and all Hazardous Materials in, on, under or about the Project in total conformity with all applicable Hazardous Materials laws and prudent industry practices regarding management of such Hazardous Materials. Owners shall neither cause nor permit any Hazardous Material to be used, generated, stored, transported, handled or disposed of on or about the Project except for Hazardous Materials necessary for the operation of an Owner's business. Upon transfer of possession of a Parcel such transferor shall cause all Hazardous Materials to be removed from the Parcel and transferred and transported for use, storage or disposal in accordance with and compliance with all applicable Hazardous Materials laws. As used herein, the term "Hazardous Materials" means and refers to any substance,

material or waste which is or becomes (i) regulated by any governmental authority because of its toxicity, ignitability, corrosivity or reactivity; or (ii) defined as a "hazardous substance," "extremely hazardous substance," "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "Non-RCRA hazardous waste," RCRA hazardous waste," recyclable material," "mixed waste," "medical waste" or similar material under any federal, state or local statute or regulation promulgated thereunder.

6.10.1. Clean Up. Each Owner covenants to investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Materials caused by the acts or omissions of such Owner, or its contractors, agents, representatives or Invitees at such Owner's sole cost and expense.

6.10.2. Notification. Each Owner shall immediately, and in any event within twenty-four (24) hours, notify the Association in writing of: (i) any spills, releases or discharges of Hazardous Materials within the Project of which said Owner has knowledge, regardless of whether or not such spill, release or discharge was caused by such Owner; (ii) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials laws; (iii) any claim or threatened claim by any person against the Owner or the Owner's Parcel relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from the presence of any Hazardous Materials; and (iv) any reports or notices made to or received by any environmental or other governmental agency arising out of or in connection with any Hazardous Materials present in or released or removed from the Owner's Parcel, including any complaints, notices, warnings or asserted violations in connection therewith. Each Owner shall also supply to the Association as promptly as possible, and in any event within five (5) business days after such Owner first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations, relating in any way to the Owner's Parcel or the Owner's use thereof. Upon the request of any Owner, the Association shall provide such Owner with copies of any notices, reports or other information received by the Association pursuant to this subsection.

6.10.3. Insurance/Indemnity. The Owner and lessee of any Parcel where Hazardous Materials are used or stored shall, at its cost, maintain for the duration of its occupancy, liability and property insurance covering such party against claims for bodily injury, personal injury and property damage arising out of such party's operations and for such party's assumed liabilities hereunder in an amount and with insurance carriers acceptable to the Association, and shall annually deliver certificates of insurance evidencing that such insurance remains in effect to the Association. Each Owner shall indemnify, defend and hold the Association, the Declarant and its members, and all other Owners harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs, including attorneys' and consultants' fees (collectively, "Claims") arising from or related to the use, presence, transportation, storage, disposal, spill, release or discharge of Hazardous Materials present within such Owner's Parcel or the Project to the extent such Claims are caused in whole or in part by the acts or omissions of such Owner, or their agents, representatives or Invitees.

6.11 Utilities. No Owner shall enter into any contract or agreement with any City, County or other governmental agency or body or public utility with reference to Utility Facilities or connections, or street improvements (including but not limited to curbs, gutters, parkways, street lighting or other utility connections, lines or easements) relating to the Property or any Parcel



without the prior written consent of the Declarant, so long as Declarant or an affiliate of Declarant owns any interest in the Project.

6.12 Outside Storage. No Owner shall use any portion of its Parcel for storage purposes unless such area is adequately screened from view and approved by, the Board pursuant to **Article 5** above.

6.13 Leasing. Any agreement for the leasing of all or any portion of a Parcel ("Lease") shall (i) be in writing, and (ii) provide that the Lease is subject to the restrictions in the Governing Documents. A copy of the Governing Documents shall be made available to each tenant by the Owner so leasing. Any Owner who leases all or any portion of its Parcel shall be responsible for its tenants' compliance with the Governing Documents. All Owners who lease all or any portion of their Parcel shall submit names and contact numbers for their tenants to the management company for the Project.

6.14 Restriction on Further Subdivision, Property Restrictions and Rezoning. No resubdivision of any of the Parcels, or any merger or lot line or boundary adjustment affecting two or more Parcels, shall be permitted without the written consent of the Declarant so long as Declarant or an affiliate of Declarant owns any interest in the Project. In the event a resubdivision, merger, or lot line or boundary adjustment is so approved, each of the Parcels created as a result of the lot split or resubdivision, shall be subject to this Declaration. No further covenants, conditions, restrictions or easements shall be recorded by any Owner, or other person against any Parcel without first obtaining the written approval of Declarant so long as Declarant or an affiliate of Declarant owns any interest in the Project, and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. The restrictions set forth above shall not apply to Declarant. Other than applications by Declarant, no application for rezoning of any and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Parcel has been approved by the Declarant, for so long as the Declarant or an affiliate of Declarant owns any interest in the Project or, thereafter, the proposed use of the Parcel has been approved by the Board and the proposed use otherwise complies with this Declaration and any applicable Supplementary Declaration.

6.15 Water Quality Protection. To protect the quality of our nation's waters, a number of federal, state and local laws, ordinances, rules, regulations and orders prohibit the discharge of anything other than natural rain water into storm drain systems, including gutters and streets, that drain into storm drains. These governmental requirements include the Clean Water Act, the National Pollution Discharge Elimination System, orders and permits of the State Water Resources Control Board and the Regional Water Quality Control Board, the ordinances and regulations of the City and County, and any Storm Water Pollution Prevention Plan covering the Project, as all the foregoing may be amended from time to time. Most discharges of anything other than natural rain water into storm drain systems are unlawful and may result in significant penalties and fines. Each Owner and the Association (i) shall comply with, and cause its lessees, employees and contractors to comply with, all such governmental requirements and the requirements of any other applicable governmental agency regarding the use, storage and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other toxic or hazardous materials, and (ii) shall not discharge or permit any of the following to be disposed in the Project or discharged into any street, gutter, storm drain or storm water conveyance system: toxic or hazardous chemicals, hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents or other similar materials or pollutants. Owners and the Association should consult with the City, other governmental authorities, and their refuse hauler regarding the proper disposal of any toxic

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

6.16 Compliance with Laws. Neither an Owner nor the Association shall permit anything to be done or kept in its Parcel that violates any Governmental Laws. It shall be the responsibility of each Owner to ascertain and comply in all material respects with the zoning, use and other restrictions imposed by the City for the Parcel and the Project.

6.17 Mechanic's Liens. No Owner may cause or permit any mechanic's lien to be filed against any portion of the Project not owned by such Owner, for labor or materials alleged to have been furnished or delivered to the Project or any Parcel for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner or from the Board. If any Owner fails to remove such mechanic's lien, the Board may discharge the lien and charge the Owner a Special Assessment for such cost of discharge.

6.18 Declarant Exemption. The development, construction, marketing, leasing and sales activities of Declarant are exempt from the covenants, restrictions and limitations set forth in this Article. None of the covenants, restrictions and limitations set forth in this Article or elsewhere in this Declaration shall be applied to the development, construction, marketing or sales or leasing activities of a Declarant or construed in such a manner as to prevent or limit development, construction, marketing, leasing or sales activities by Declarant. Until the Declarant no longer owns any portion of the Project, this Section shall not be amended or removed without Declarant's prior written consent.

## **ARTICLE 7**

### **REPAIR AND MAINTENANCE**

7.1 Maintenance Obligations of Owners. Each Owner and its Occupants shall at all times during the term of this Declaration, at its sole cost and expense, maintain, repair and replace the following improvements: (i) the Building situated on its Parcel, including all signage on such Building, (ii) all Utility Facilities serving solely that Owner's Parcel, whether located within or outside such Parcel, except to the extent any such Utility Facilities are maintained by a utility provider and (iii) any Special Owner Maintenance Areas located on its Parcel. Building maintenance shall include without limitation, the periodic washing of exterior surfaces of the Building and painting of any painted surfaces on the exterior of the Building. The exterior of all Buildings and structures shall be washed and repainted by the applicable Owner, at the Owner's sole cost and expense, as often as is reasonably necessary to insure the attractiveness and aesthetic quality of such Buildings or structures. Each Owner shall periodically wash the exterior of the windows of its Building to maintain the attractiveness and aesthetic quality thereof.

7.2 Maintenance Obligations of Association. The Association's obligation to maintain the Association Maintenance Area and Association Property shall commence upon the date that the first Owner receives a building permit for the construction of the Building on such Owner's Parcel. Prior to such date, Declarant shall perform the maintenance obligations of the Association set forth herein. The Association shall maintain, repair and replace, as necessary, the Association Maintenance Area and Association Property as set forth below.

7.2.1. Hardscape Improvements. The Association shall maintain, repair and replace all paved surfaces and curbs in the Project in a level, smooth and evenly covered

condition with the type of material originally installed or of similar quality, use and durability. Such maintenance work shall also include, without limitation, (i) placing, keeping in repair, and replacing all striping lines, curbs and gutters, (ii) periodically sweeping and power washing the paved areas and removing debris therefrom, (iii) repairing, maintaining and replacing of all site/parking signage and painting all red curbs in accordance with Fire Department requirements and (iv) repairing, maintaining and replacing all electric vehicle charging stations.

7.2.2. Landscape Improvements. The Association shall maintain, repair and replace all landscape improvements, including (i) maintaining, replacing, trimming, watering, and fertilizing of all grass, ground cover, shrubs, flowers and trees and (ii) maintaining and repairing the irrigation system and providing irrigation water.

7.2.3. Site Lighting. The Association shall provide electrical service for the parking lot lighting and maintain such lighting and lamps. The Association shall keep the Project fully illuminated each day during hours which are customary in similar mixed-use developments in the Winchester area.

7.2.4. Common Utility Facilities. Except to the extent any Utility Facilities are maintained by a utility provider, the Association shall maintain, repair and replace all Utility Facilities that serve more than one Parcel, including keeping all storm drain improvements free and clear of any debris or other obstructions.

7.2.5. Miscellaneous. The Association shall maintain, repair and replace all (i) monument and pylon signs, subject to the Association Rules and Signage Guidelines, and (ii) all trash enclosures (except for McDonald's, which trash enclosure shall be maintained by McDonald's at its sole cost and expense).

7.3 Standards of Maintenance. Each Owner and the Association shall maintain everything the Owner or the Association is obligated to maintain hereunder (i) in a clean, neat, safe, sanitary and attractive condition consistent with first-class commercial/industrial developments in Winchester, California, (ii) in accordance with the Storm Water Agreement, and (iii) as deemed necessary by the Board to preserve the attractive appearance of the Project and to protect the value of the Project. The Board shall determine, in its sole discretion, the level and frequency of maintenance of the Association Maintenance Areas and Association Property and improvements thereon.

7.4 Failure to Maintain. If an Owner defaults in its maintenance or repair obligations, the Board may give written notice of such default, stating with particularity the work of maintenance or repair the Board finds to be required, and requesting that the same be completed in a reasonable period of time as specified in the notice. In the event the Owner fails to complete such maintenance or repair within the period specified in the notice, the Board may seek any remedies at law or in equity which it may have. In addition, the Board may, after Notice and Hearing, cause such work to be completed and assess the Owner the cost thereof as an Enforcement Assessment (except for any Building exteriors, which shall not be subject to a self-help right).

7.5 Damage By Owners. Each Owner is liable to the Association for any damage to the Association Maintenance Area and/or Association Property caused by the act, negligence or willful misconduct of such Owner and its Invitees to the extent of the amount of any deductible paid by the Association on the insured portion of the loss (if the Board elects to make a claim on the Association's policies). The Association may, after Notice and Hearing, levy an Enforcement

Assessment equal to any such paid deductible amount. If a Parcel is jointly owned, the liability of its Owners is joint and several, except to the extent that the Association has previously contracted in writing with the joint owners to the contrary.

7.6 Inspection of the Project. The Board shall periodically cause an inspection of the Project to be conducted ("Condition Inspections") to (i) determine whether the Association Maintenance Area and Association Property is being maintained adequately in accordance with the standards of maintenance established herein, (ii) identify the condition of the Association Maintenance Area and Association Property, including the existence of any hazards or defects, and the need for performing additional maintenance, refurbishment, replacement, or repair, (iii) recommend preventive actions which may be taken to reduce potential future maintenance costs and (iv) report any violations of the maintenance obligations hereunder and any warranty provided to the Association. The Board may prepare a report of the results of the Condition Inspections, to be furnished to Owners. The Board may employ such experts, contractors and consultants as are necessary to perform the inspections and make such reports.

## **ARTICLE 8** **ASSESSMENTS**

8.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, including the Declarant, shall pay to the Association all Assessments fixed, established and collected from time to time as provided in this Declaration. The Assessments (except Enforcement Assessments), together with interest, late charges, attorneys' fees and court costs, and other costs of collection thereof as set forth in California Civil Code Section 6808 (collectively, "Collection Costs") shall be a continuing lien upon the Parcel against which each such Assessment is made. The Assessments, including Enforcement Assessments, together with all related Collection Costs, shall also be the personal obligation of the Owner of such Parcel at the time when the Assessment is levied. The personal obligation shall not pass to the successors in title of an Owner unless expressly assumed by such successors.

8.2 Association Funds. The Association shall establish a separate account into which shall be deposited all money paid to the Association and from which disbursements shall be made, as provided in this Declaration. Such account may be established as a trust account at a banking or savings institution. At the Association's election, the Association may establish a reserve fund for the portion of Common Expenses allocated to (i) reserves for the maintenance, repair and replacement of improvements which the Board does not expect to perform on an annual or more frequent basis, and/or (ii) payment of deductible amounts for insurance policies which the Association obtains.

8.3 Regular Assessments. Beginning on the date of commencement of Assessments, as set forth in **Section 8.3.2** below, each Owner shall, on a monthly basis (or, if the Board so elects, on a semi-annual or quarterly basis) pay to the Association on the first day of each such billing period one twelfth (1/12th) (or the appropriate Allocable Share if payments are not made on a monthly basis) of its Allocable Share of Common Expenses, as such Owner's Regular Assessment, based upon the Budget adopted by the Board. All Regular Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

8.3.1. Estimates of Common Expenses. Estimates of the Common Expenses shall be subject to review and change in accordance with the provisions set forth in this Article. Prior to the Association's first fiscal year and not less than thirty (30) days nor more than ninety

(90) days prior to each subsequent fiscal year, the Board shall adopt a Budget. Within ninety (90) days after the end of each fiscal year, the Board shall give each Owner a statement of the Common Expenses applicable to such Owner for such fiscal year. If any Owner has paid more than its Allocable Share of Common Expenses during any fiscal year, such funds shall be handled as set forth in the Bylaws. If any Owner has paid less than its Allocable Share for such fiscal year, then such Owner shall pay to the Association within thirty (30) days following the receipt of the Association's statements the deficiency in its Allocable Share.

8.3.2. Date of Commencement of Regular Assessments. Regular Assessments shall commence as to each Parcel on the first day of the month following the date that each Owner receives a building permit for the construction of the Building on such Owner's Parcel.

8.4 Capital Improvement Assessments. The Association may levy a Capital Improvement Assessment, for the purpose of defraying, in whole or in part, the cost of any construction or replacement (other than due to destruction or a taking) of a capital improvement upon the Association Property or Association Maintenance Area, including the necessary fixtures and personal property related thereto. All amounts collected as Capital Improvement Assessments may only be used for capital improvements and shall be deposited by the Board in a separate bank account to be held in trust for such purposes.

8.5 Special Assessments. Special Assessments may be levied by the Board against a Parcel to reimburse the Association for the expenses set forth below. The Board may, in its discretion, prorate such Special Assessment over the remaining months of the fiscal year or levy the assessment immediately against each Parcel.

(a) Any charge designated as a Special Assessment in the Governing Documents.

(b) If the Board determines that the estimate of Common Expenses for the current year is or will become inadequate to meet actual Common Expenses for any reason.

(c) Any charge imposed by the Association as a means of reimbursing the Association for costs incurred to repair damage to, or excessive use of, the Association Property and Association Maintenance Area for which an Owner or an Owner's Invitees were responsible.

(d) If the Association undertakes to provide materials or services which benefit individual Parcels or Owners (such Owners, in accepting such materials or services, agree that the costs thereof shall be a Special Assessment).

Except in the case of an Emergency (as defined below), if the Special Assessment exceeds in the aggregate thirty percent (30%) of the budgeted gross expenses of the Association for that fiscal year, it must be approved by a Majority of the Voting Power. For the purpose of this Section, an "Emergency" shall mean an extraordinary expense necessary to repair or maintain the Association Property and Association Maintenance Area where a threat to personal safety or substantial property damage is discovered.

8.6 Enforcement Assessments. Enforcement Assessments may be levied by the Board against an Owner and its Parcel, after Notice and Hearing, as a penalty imposed as a disciplinary measure for failure of an Owner or Occupants of the Owner's Parcel to comply with the Governing Documents. Except to the extent an Enforcement Assessment is to reimburse the

Association for Collection Costs, an Enforcement Assessment shall not constitute a lien on the Owner's Parcel.

8.7 Rate of Assessment. Each Owner of a Parcel as to which assessments have commenced shall pay its Allocable Share of Regular Assessments. Each Owner acknowledges that there are many different measurement standards for a Parcel and that Declarant, so long as Declarant owns any interest in the Project, and thereafter the Board, shall have the sole right to adopt its measurement standard. By accepting a deed to its Parcel, each Owner acknowledges and agrees that it shall have no right to challenge its Allocable Share of assessments, as determined by the Declarant or the Board, as applicable. Capital Improvement Assessments shall be allocated in the same manner as Regular Assessments. Special Assessments shall be levied directly to the individual Parcels in equal proportions to the Owners subject to such Special Assessment.

8.8 Cost Center Assessment Component. Notwithstanding anything to the contrary contained in **Section 8.7** above, the portion of Regular Assessments budgeted exclusively to any particular Cost Center in the Cost Center Budget shall be assessed solely to the Owners of Parcels within the applicable Cost Center, at a rate set forth in the Cost Center Budget ("Cost Center Assessment Component"). The Cost Center Assessment Component may include estimated or actual costs and expenses incurred by the Association for administering and maintaining the Cost Center, obtaining and maintaining insurance coverage related to the Cost Center, providing utility service to the Cost Center. The Association shall provide for a separate accounting for the funds which are collected and expended on behalf of a Cost Center.

8.9 Notice to Owners. The Association shall provide individual notice to the Owners pursuant to California Civil Code Section 6514, of any increase in the Regular Assessments or Special Assessments, not less than thirty (30) days and not more than sixty (60) days prior to the increased assessment becoming due and payable.

8.10 Failure to Fix Assessments. If before the expiration of any fiscal year, the Association fails to fix Regular Assessments for the next fiscal year, the Regular Assessment established for the preceding year shall continue until a new Regular Assessment is fixed.

8.11 Collection of Assessments.

8.11.1. Delinquency. Any Assessments, other than an Enforcement Assessment, which are not paid within fifteen (15) days after the due date established by the Board shall be delinquent. The Association may recover the Collection Costs associated with the delinquency of any Assessment.

8.11.2. Notification of Delinquency. The Association shall comply with California Civil Code Sections 6808 et seq. and 6820 et seq. when collecting delinquent Assessments. At least thirty (30) days prior to recording a lien to collect a delinquent Assessment, the Association shall send a written notification to the delinquent Owner as required in California Civil Code Section 6812. In addition, upon the written request of a tenant under a Lease with an Owner, the Association shall mail or deliver to such tenant written notification of any default in the payment of Assessments by the applicable Owner which is not cured within sixty (60) days.

8.11.3. Recording a Lien. The amount of the delinquent Assessment, plus any Collection Costs, shall be a lien on the Owner's Parcel from and after the time the Association records a notice of delinquent assessment in the County Recorder's Office as set forth in

California Civil Code Section 6814, together with an itemized statement of the charges owed by the Owner. A lien created pursuant to this Section shall be prior to all other liens recorded subsequent to the notice of assessment.

8.11.4. Foreclosure. Subject to the limitations set forth below, after the expiration of thirty (30) days following the recording of a lien created pursuant to **Section 8.11.3**, the lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted pursuant to California Civil Code Section 2934a. Any sale by the trustee shall be conducted in accordance with California Civil Code Sections 2924, 2924b, and 2924c applicable to the exercise of powers of sale in mortgages and deeds of trust. The Association shall be subject to those limitations on foreclosure of Assessment liens set forth in California Civil Code Section 6820 et seq.

8.11.5. Notice to Mortgagees of Right to Cure. If the Board files a notice of delinquent assessment as provided above, it shall give notice of such filing to any Mortgagee which has given written notice to the Board of its desire to receive such notice. Such Mortgagee shall have the right, but not the obligation, both before and for sixty (60) days after notice of the recording of the Association's lien, to cure such defaults, including the payment of interest and other charges as provided herein.

8.11.6. Non-Disturbance. If and when the Association becomes the owner of a Parcel as a result of a foreclosure, (i) the Association shall not terminate or disturb any tenant under a written lease with an Owner, who is in possession of such Parcel; and (ii) any existing written lease shall continue in full force and effect as a direct lease, in accordance with its terms, between the Association and such tenant.

8.12 Payment of Lien. In the event that a lien or encumbrance not covered by California Civil Code Section 6658 attaches to all or substantially all of the Project by reason of judgment or otherwise, the Association shall promptly take the appropriate steps to remove such lien, including the payment of money and the posting of a bond. The Association shall have the power to borrow money and to take such other steps as are necessary to free the Project of such liens. In addition, the Association shall levy a Special Assessment against all of the Members whose Parcels were subject to such lien or encumbrance equal to each such Member's pro rata share of such lien or encumbrance.

8.13 Exempt Property. The Association Property shall be exempt from the assessments, charges and liens created herein.

8.14 No Offsets. No offsets against Assessments shall be permitted for any reason, including (i) a claim that the Association is not properly exercising its duties of maintenance, operation or enforcement, and (ii) by waiver of the use and enjoyment of the Association Property or Association Maintenance Area, or by abandonment of such Owner's Parcel.

8.15 Transfer of Property. After transfer or sale of a Parcel, the selling Owner shall not be liable for any assessment levied on such Owner or its Parcel after the date of such transfer of ownership. However, the selling Owner shall still be responsible for all assessments and charges levied on its Parcel prior to any such transfer and shall require any such amounts to be paid to the Association out of the escrow for the sale of such Parcel to a third party.

8.16 Subordination of the Lien to First Deeds of Trust and First Mortgages. The lien of Assessments and Collection Costs shall be subordinate to the lien of any First Mortgage upon any Parcel if the First Mortgage was recorded before the delinquent Assessment or Collection Costs were due. Sale or transfer of any Parcel shall not affect the Assessment lien, except that the sale or transfer of any Parcel pursuant to judicial or non-judicial foreclosure (excluding a deed in lieu of foreclosure) of a First Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. However, no sale or transfer shall relieve such Parcel from liens for any Assessments thereafter becoming due.

## **ARTICLE 9** **INSURANCE**

### 9.1 Association's Insurance Obligations.

9.1.1. Liability Insurance. The Association shall obtain and maintain commercial general liability insurance in a form at least as broad as a current ISO commercial general liability insurance form (including coverage for medical payments), insuring the Association against any liability arising from use of the Association Maintenance Area and Association Property and the performance by the Association of its duties under this Declaration. The limits of such insurance shall not be less than Five Million Constant Dollars (\$5,000,000) and shall be at all times in conformance with the minimum requirements of California Civil Code Section 6840. Such policy shall name as additional insureds, the Owners, the Declarant (as long as Declarant owns any interest in the Project and/or has any rights under **Article 12** below) and the Association's management company. The policy shall be primary and noncontributing with any other insurance policy covering liability arising from use of the Association Maintenance Area and Association Property and the performance by the Association of its duties under this Declaration.

9.1.2. Property Insurance. The Association shall obtain and maintain a property insurance policy insuring against loss by fire and the risks covered by an ISO "special form" policy or its equivalent, covering (i) any improvements within the Association Property, but excluding land, foundations, excavations, and other items typically excluded from property insurance coverage and (ii) personal property owned or maintained by the Association, for the amount of the maximum insurable replacement value thereof, as determined annually.

9.1.3. Crime & Fiduciary Liability Insurance. The Association shall maintain crime and fiduciary liability insurance coverage with limits no less than an amount equal to the estimated maximum of funds, including reserves, in the custody of the Association or a managing agent at any given time; provided, however, that the limit of insurance shall not be less than a sum equal to three (3) months' aggregate of the Regular Assessments on all Parcels plus any reserve funds.

9.1.4. Directors and Officers Insurance. The Association shall maintain a policy insuring the Association's officers and directors against liability for their acts or omissions while acting in their capacity as officers and directors of the Association. The limits of such insurance shall be not less than Two Million Constant Dollars (\$2,000,000) or such other minimum amount which meets the requirements of California Civil Code Section 5800.

9.1.5. Insurance Proceeds. The Board is hereby appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried by the Association. The Board is granted full right and authority to report, file, compromise and



settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer. The proceeds from all insurance carried by the Association shall be payable to the Association or an insurance trustee ("Trustee") to be held and expended for the benefit of the Association, Owners, Mortgagees and others, as their respective interests shall appear. The Trustee shall be a commercial bank or other financial institution with trust powers in the County, that agrees in writing to accept such trust.

## 9.2 Owners' Insurance Obligations.

9.2.1. Property Insurance. Each Owner shall obtain and maintain at its sole cost, property insurance against losses to its Parcel covering the full replacement cost thereof, including any Buildings, structures, fixtures, improvements, trade fixtures, merchandise and personal property from time to time located therein (and including any Association Maintenance Area therein). The proceeds of such insurance shall be used for the repair or replacement of the damaged property and shall be primary for any claims for damages or losses covered by such policy.

9.2.2. Liability Insurance. Each Owner shall obtain and maintain at its sole cost, commercial general liability insurance with limits not less than Two Million Constant Dollars (\$2,000,000) insuring such party against any liability arising from the ownership or use of the Owner's Parcel, including insurance to cover the Association's insurance deductibles that may be charged to such party as set forth herein. Such policy shall name as additional insureds, the Association, all Owners, the Declarant (as long as Declarant owns any interest in the Project and/or has any rights under **Article 12** below) and the Association's management company.

9.2.3. Diminution of Association Insurance Proceeds. No Owner shall separately insure any property covered by the Association's property insurance policy as described above. If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy an Enforcement Assessment against the Owner's Parcel to collect the amount of the diminution.

9.2.4. Blanket Policies. Notwithstanding anything to the contrary contained in this Article, any Owner's obligations to carry insurance may be satisfied by coverage under a so-called blanket policy of insurance; provided, however, that the requirements set forth in this Declaration are otherwise satisfied.

9.2.5. Self-Insurance. So long as any Owner's tangible net worth exceeds One Hundred Million Constant Dollars (\$100,000,000), then such Owner may comply with any of its insurance obligations under this Declaration in whole or in part by means of self-insurance or without insurance. Any Owner may also comply with any of its insurance obligations under this Declaration in whole or in part by permitting an Occupant with a tangible net worth exceeding One Hundred Million Constant Dollars (\$100,000,000) to self-insure. In the event of any such self-insurance, such Owner or Occupant will make available the same indemnity and proceeds as if the coverage required under this Declaration were provided. For purposes of calculating the tangible net worth of an Owner or Occupant, the tangible net worth of the parent, subsidiaries and affiliates of such Owner or Occupant shall be included, to the extent such parent, subsidiaries or affiliates agree to make available, together with such Owner or Occupant, the same proceeds as if such entities and such Owner or Occupant were a single entity.

9.3 Waiver of Subrogation. Except as provided in **Section 7.5** above, all Owners hereby waive all claims against the Association and its managing agent, and the Association hereby waives all claims against the Owners for reimbursement of amounts paid pursuant to any policy of insurance required to be maintained pursuant to this Declaration. All insurance policies maintained by the Association and the Owners must contain a waiver of subrogation rights by the insurer against the other party; provided, however, that failure or inability to obtain such a waiver shall not defeat or impair the waiver of subrogation rights between the Owners, and the Association and its managing agent set forth herein. This Section applies only with respect to the Association or its managing agent and Owners and does not limit or waive, release or discharge any claims that either the Association or an Owner may have against any third party, including any contractor, service provider or agent (other than the Association's managing agent).

9.4 Board's Authority to Revise Insurance Requirements. Subject to any statutory insurance requirements, the Board shall have the power and right to adjust and modify the insurance requirements for the Association set forth herein to require coverage and protection that is customarily carried by and reasonably available to prudent owners and associations of projects similar in construction, location and use. The Association, and its directors and officers, shall have no liability to any Owner or Mortgagee arising solely from the inability to obtain insurance if, after a good faith effort, the Association is unable to obtain any insurance required hereunder because the insurance is no longer available, or, if available, the insurance can be obtained only at a cost that the Board, in its sole discretion, determines is unreasonable under the circumstances, or if the Owners fail to approve an increase in Assessments necessary to fund the insurance premiums.

## **ARTICLE 10**

### **DESTRUCTION OF IMPROVEMENTS**

10.1 Restoration Defined. As used in this **Article 10**, the term "restore" shall mean repairing, rebuilding or reconstructing damaged improvements to substantially the same condition and appearance in which it existed prior to fire or other casualty damage.

10.2 Damage To Parcels. Restoration of any damage to the Parcels shall be made by and at the individual expense of the Owner of the Parcel so damaged. In the event of a determination by an Owner not to restore its Parcel, the Parcel shall be landscaped and maintained in an attractive and well kept condition by the Owner thereof. Notwithstanding the foregoing, if damage or destruction of a Parcel also causes damage to any Association Maintenance Area within such Parcel, the Owner of such Parcel shall have the obligation to restore the damaged or destroyed Association Maintenance Areas in a manner similar to the state of the Association Maintenance Area prior to the damage or destruction. All such repair and restoration shall be completed as promptly as practical and in a lawful and workmanlike manner, in accordance with plans approved by the Board as provided herein.

10.3 Association Property.

10.3.1. Insured Casualty. If any Association Property or improvement therein is damaged or destroyed from a risk covered by the insurance required to be maintained by the Association, then the Association shall, to the extent permitted under existing laws, restore the improvement to the same condition as it was in immediately prior to the damage or destruction. The Association shall promptly proceed with the filing and adjustment of all claims arising under the existing insurance policies. The insurance proceeds shall be paid to and held by the Association or an insurance trustee selected under the provisions of **Section 9.1.5**. The costs of

restoration shall be paid first from any insurance proceeds paid to the Association under existing insurance policies. If the insurance proceeds exceed the costs of restoration, the excess proceeds shall be held for the benefit of the Association. If the insurance proceeds are insufficient to pay the total costs of restoration, the improvement shall be restored and the Board shall impose a Special Assessment for the cost of repairing and reconstructing such improvements, such assessment to be levied as described in **Article 8** but without the consent or approval of Members, despite any contrary provisions in this Declaration.

10.3.2. Uninsured Casualty. If any Association Property or improvement is damaged or destroyed from a risk that is not covered by the insurance the Association is required to carry hereunder, the Association may elect to restore such Association Property, in its discretion, without any obligation to do so. If the Association elects to restore such Association Property, the cost of such restoration shall be charged to the Owners as a Special Assessment as described in **Section 10.3.1** above.

## **ARTICLE 11** **RIGHTS OF LENDERS**

11.1 General Protections. Notwithstanding any contrary provision contained elsewhere in the Governing Documents, the provisions of this Article shall control with respect to the rights and obligations of Mortgagees as specified herein.

11.2 Notice to Mortgagees. At the request of a Mortgagee, the Association shall mail or deliver to such Mortgagee written notification of any default by the applicable Owner under the Governing Documents which is not cured within sixty (60) days.

11.3 Voting Rights of First Mortgagees. In the event of a default by an Owner in any payment due under the terms of any First Mortgage encumbering such Owner's Parcel or the promissory note secured thereby, the First Mortgagee or its representative shall have the right, upon giving written notice to such defaulting Owner and the Association, and placing of record a notice of default, to exercise the voting rights of such defaulting Owner attributable to such Parcel at any regular or special meeting of the Members held during the time such default continues. Any such Owner's voting rights shall be restored to it at the time such default is cured.

11.4 Breach. A breach of any of the conditions contained in this Declaration shall not defeat nor render invalid the lien of any First Mortgage made in good faith and for value as to any Parcel in the Project; provided, however, that the conditions contained in this Declaration shall be binding upon and effective against any Owner of a Parcel if the Parcel is acquired by foreclosure, trustee's sale or otherwise. Any Mortgagee who acquires title to a Parcel by foreclosure or by deed in lieu of foreclosure or assignment-in-lieu of foreclosure shall not be obligated to cure any breach of this Declaration that is non-curable or that is not practical or feasible to cure.

## **ARTICLE 12** **DECLARANT'S RIGHTS**

12.1 Easements. Declarant hereby reserves non-exclusive easements over, under, on and through the Project as necessary for Declarant and its agents, employees and contractors to exercise the rights set forth in this Article. Such easements shall terminate when the last Parcel owned by Declarant or an affiliate of Declarant has been conveyed.

12.2 Limitation of Restrictions. If there is a conflict between any other portion of the Governing Documents and this Article, this Article shall control. Declarant shall have the rights set forth in this **Section 12.2** et seq. until the last Parcel owned by Declarant or an affiliate of Declarant has been conveyed.

12.2.1. Construction Rights. Declarant has the right to (i) remap or subdivide any portion of the Project owned by Declarant except as otherwise restricted herein, (ii) complete or modify improvements to and on any portion of the Project owned by Declarant, (iii) alter improvements, construction plans and designs for the Project, (iv) modify the development plan for the Project, (v) construct such additional improvements as Declarant considers advisable in the course of development of the Project, and (vi) perform or complete any work to improvements required to obtain a release of any bonds posted by Declarant with the City. Declarant may temporarily erect barriers to close off or restrict access to any portion of the Property as reasonably necessary to allow Declarant to exercise the rights reserved in this Section so long as an Owner's access to its Parcel is not eliminated.

12.2.2. Sales and Marketing Rights. Declarant shall have the right to install and maintain such structures, displays, signs, billboards and sales offices as may be reasonably necessary to conduct Declarant's business of completing the Project and disposing of the Parcels by sale, lease or otherwise. Declarant may use any Parcel owned or leased by Declarant in the Project as real estate sales offices or leasing offices.

12.3 Power-of-Attorney. Each Owner, by accepting a deed to a Parcel, shall be deemed to have irrevocably appointed Declarant, until the last Parcel has been conveyed by Declarant or an affiliate of Declarant, as its attorney-in-fact, for itself and each of its Mortgagees, optionees, grantees, licensees, trustees, receivers, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns, whether voluntary or involuntary, and thereby to have conveyed a power of attorney coupled with an interest to Declarant as its attorney-in-fact to prepare, execute, acknowledge and record any of the following documents to effect and accomplish the purposes of this Article: (i) any map, map waiver, certificate of compliance or similar document required or permitted by applicable law; (ii) any application for zoning or setback changes or variance or special use permits or any other permits or reports required or permitted by applicable law; (iii) any Supplementary Declaration or amendment thereto, and (iv) any and all things necessary or desirable under the circumstances to effect and accomplish the purposes of this Article. The acceptance or creation of any Mortgage or other encumbrance, whether or not voluntary, created in good faith, or given for value, shall be deemed to be accepted or created subject to each of the terms and conditions of the Power of Attorney described in this Section.

## **ARTICLE 13**

### **GENERAL PROVISIONS**

13.1 Enforcement. The Association or any Owner shall have the right to enforce against any Owner, and any Owner shall have a right of action against the Association, by proceedings at law or in equity, all conditions, covenants and restrictions, now or hereafter imposed by the provisions of the Governing Documents or any amendment hereto, including the right to prevent the violation of any such conditions, covenants and restrictions and the right to recover damages or other dues for such violation. The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles and Bylaws and any amendments thereto. Notwithstanding the foregoing, the Association shall have the exclusive right to the enforcement of Assessment liens or any other liens or charges and Association Rules. Failure of

the Association, Declarant or any Owner to enforce any covenants or restrictions in the Governing Documents shall not be deemed a waiver of the right to do so thereafter.

### 13.2 Arbitration of Disputes.

13.2.1. Disputes Subject to Arbitration. Except as otherwise provided in **Section 7.4** above, any claims or disputes arising out of or relating to this Declaration shall be settled by neutral binding arbitration before a single arbitrator to be held in accordance with the rules of JAMS applicable to the nature of the dispute in question, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be licensed practicing attorney in California with a minimum of ten (10) years substantial experience in commercial real estate. Hearings shall be held in Riverside County, California, or such other venue as the parties may determine by mutual agreement. By agreeing to resolve all disputes through binding arbitration, each party gives up its right to have its respective claims and defenses decided by a judge or a jury. All claims and defenses shall instead be decided by the arbitrator.

13.2.2. Demand and Limitations on Claims. Any demand for arbitration must be made in writing to the other party and to JAMS. In no event shall any demand for arbitration be made after the date that the institution of legal proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

13.2.3. Provisional Remedies. Declarant, the Association and the Owners shall each have the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order and/or appointment of a receiver, if the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief, or if there is no other adequate remedy. Any such application shall not act as a waiver of an party's arbitration rights hereunder.

13.2.4. Powers and Duties of the Arbitrator. The arbitrator shall have the power to grant such legal and equitable remedies and award such damages as may be granted or awarded by a judge of the Superior Court of the State of California. The arbitrator shall prepare and provide to the parties a written decision on all matters which are the subject of the arbitration, including factual findings and the reasons which form the basis of the arbitrator's decision. The arbitrator must follow California substantive law, including statutes of limitations, but strict conformity with the rules of evidence is not required, except that the arbitrator shall apply applicable law relating to privilege and work product. The arbitrator shall not have the power to commit errors of law or legal reasoning and the award may be vacated or corrected pursuant to the California Code of Civil Procedure for any such error. The award of the arbitrator shall be mailed to the parties no later than thirty (30) days after the close of the arbitration hearing. The arbitration proceedings shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties upon any party's request.

13.2.5. Costs and Fees of the Arbitrator. Costs and fees of the arbitrator shall be borne by the nonprevailing party unless the arbitrator, for good cause, determines otherwise.

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

13.3 Covenants to Run with the Land; Term. This Declaration will remain in effect for a term of sixty (60) years from the date of recordation hereof and will automatically be renewed for successive ten (10) year periods thereafter, unless at least at least sixty-seven percent (67%) of the voting power of the Association, and so long as Declarant or an affiliate of Declarant owns any interest in the Project, of Declarant, vote not to automatically renew the term of this Declaration following initial expiration thereof, and such termination is recorded in the records of the County Recorder's Office.

13.4 Amendments.

13.4.1. General. This Declaration may be amended at any time by a document recorded in the County Recorder's Office (i) unilaterally by Declarant so long as Declarant or an affiliate of Declarant owns any interest in the Project and so long as such amendment does not materially adversely affect the operation, use or enjoyment of a Parcel by its Owner or Invitees or (ii) upon the approval of a Majority of the Voting Power (in which case, the proposed amendment must be delivered to all members not less than 15 days and not more than 60 days prior to any approval being solicited). Any amendment described in subsection (ii) above shall be effective when approved by the applicable vote of the Members (and Declarant, as applicable) and executed by the President and Secretary of the Association who shall certify that the amendment or modification has been approved as provided herein, and when recorded in the County Recorder's Office.

13.4.2. Further Approvals Regarding Amendments. No amendment may be made to this Declaration which would diminish the rights of Declarant, including this **Section 13.4** et seq., **Article 5 and Article 12**, until the last Parcel owned by Declarant or an affiliate of Declarant has been conveyed, without (i) the prior written consent of Declarant and (ii) the recording of said written consent in the County Recorder's Office.

13.5 Cumulative Remedies. All rights, options and remedies under this Declaration are cumulative, and not one of them shall be exclusive of any other, and Declarant, the Association, the Owners and the Mortgagees shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

13.6 Severability. If any portion of these covenants, conditions or restrictions becomes illegal, null, void, against public policy, or invalidated by judgment or court order, all other provisions shall remain in full force and effect.

13.7 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a commercial/retail development and for the maintenance of the Project. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

13.8 Nuisance. Every act or omission in violation of this Declaration shall constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, may be exercised by the Association or any Owner.

13.9 Notice of Sale of Parcel. Concurrently with the consummation of the sale of any Parcel under circumstances whereby the transferee becomes an Owner thereof, or within five (5) business days thereafter, the transferee shall notify the Board in writing of such sale. Such

notification shall set forth the name of the transferee and its Mortgagee, the address of the Parcel purchased by the transferee, the transferee's and the Mortgagee's mailing address, and the date of sale. Prior to the receipt of such notification, any and all communications required or permitted to be given by the Association, the Board or its manager shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

13.10 Notices. Any notice to be given to an Owner or the Association pursuant to the provisions of this Declaration shall be in writing and may be delivered by one of the methods set forth in California Civil Code Sections 6512 through 6520, as applicable. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered on all such co-Owners.

13.10.1. Notice to a Mortgagee. Notice to a Mortgagee or its mortgage servicing contractor pursuant to this Declaration shall be in writing and shall be delivered by email, overnight courier, personal delivery or mail (sent registered or certified, return receipt requested), to the address and/or email address furnished to the Association by such Mortgagee or such contractor for the purposes of notice or, if no such address and/or email address is furnished, to any office of the Mortgagee in the County, or if no such office is located in the County, to any office of such mortgagee. Notice shall be deemed received (i) forty-eight (48) hours after being sent by registered or certified mail return receipt requested, (ii) on the next business day after being sent by overnight courier or (iii) upon confirmation of receipt if sent by email. Mailing addresses may be changed at any time upon written notification to the Board.

13.10.2. Proof of Notice. The affidavit of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been delivered to any Owner or Mortgagee to the address, email address and/or facsimile number shown on the records of the Association, shall be deemed conclusive proof of such mailing, whether or not such notice was actually received.

13.11 Effect of Declaration. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of the Owners. However, Declarant makes no warranties or representations, express or implied, as to the enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

13.12 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Board by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Board shall issue an estoppel certificate certifying (with respect to any Parcel of said Owner) that as of the date thereof: (i) whether any improvements made and other work completed by such Owner were submitted to and approved by the Board, (ii) whether the Board has any knowledge, without any duty of investigation or inquiry, of any non-complying improvements or work with the provisions of the Governing Documents, (iii) any default under the Declaration and if there are known defaults, specifying the nature thereof; (iv) whether, to its knowledge, the Declaration has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); and (v) that, to its knowledge, the Declaration is in full force and effect. Any purchaser from the Owner, or from anyone deriving any interest in said Parcel through the Owner, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and such persons deriving any interest through them; provided, however, that such reliance may not extend to any violations of this Declaration of which the Board does not have actual

knowledge. A properly executed certificate of the Association as to the status of Assessments on a Parcel is binding upon the Association as of the date of its issuance.

13.13 No Discrimination. No Owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of its Parcel on the basis of race, sex, color, creed, marital status, religion, national origin or ancestry.

13.14 Easements Reserved and Granted. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in the first deed by Declarant to any Parcel.

13.15 Statutory References. All references in this Declaration to various statutes, codes, regulations, ordinances and other laws shall be deemed to include those laws in effect as of the date of this Declaration, as may be amended from time to time, and any successor laws.

13.16 Riverside County Requirements. Notwithstanding any provision in this Declaration to the contrary, the following provisions required by Riverside County shall apply. The Association shall manage and continuously maintain the Association Maintenance Area and the Association Property. The Association shall have the right to assess the Owners of each individual Parcel for the cost of maintaining the Association Maintenance Area and the Association Property and shall have the right to lien the property of any such Owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other document creating the assessment lien. This Declaration shall not be terminated, 'substantially' amended, or property de-annexed therefrom absent the prior written consent of the Planning Director 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 Association Maintenance Area or the Association Property established pursuant to this Declaration. In the event of a conflict between this Declaration and the Articles of Incorporation, the Bylaws, or the Association's Rules, if any, this Declaration shall control.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first herein above written.

DECLARANT:

Diamond Valley LLC,  
a Delaware limited liability company

By:   
Name: Jeff Dinkin  
Title: Authorized Signatory



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.

**ACKNOWLEDGMENT**

State of California \_\_\_\_\_ )  
County of Los Angeles \_\_\_\_\_ )

On June 30, 2021, before me, Nicole Stanton,  
(insert name of notary)

Notary Public, personally appeared Jeff Dinkih,  
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]

(Seal)

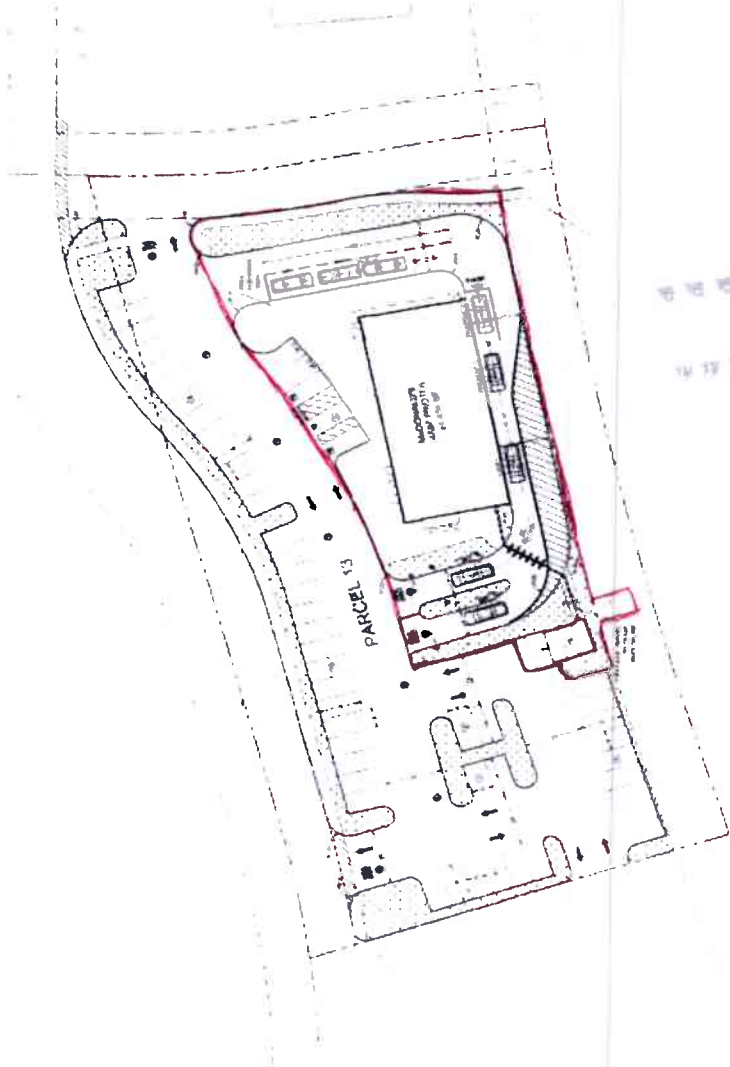
**EXHIBIT "A"**

**Legal Description of Property**

Parcels 2 through 14, inclusive, and Lot A, of Parcel Map No. 36545 in the City of Winchester, Riverside County, State of California, as per Map recorded in Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_ of Maps.

**EXHIBIT "B"**

**McDonald's Special Owner Maintenance Areas**



**SITE INFORMATION**

TOTAL AREA 454.4669 SF (11.48 ACRES)  
 TOTAL BUILDING AREA 44,456 SF

**PARKING INFORMATION**

CALCULATION 1 PER 45 SF OF SERVING AREA +  
 1 SPACE PER 2 EMPLOYEES  
 REQUIRED 36 (INCLUDING 2 ADA STALLS)  
 PROVIDED 32 (INCLUDING 3 ADA STALLS)

Accepted and Approved

Hielen Sroger Dated

Lon Nunez Dated



11/06/2020

**MCDONALD'S 004-5057**  
 SITE PLAN  
 DOMENIGONI PEWY & WINCHESTER RD  
 WINCHESTER, CA



## EXHIBIT "C"

### **Exclusives**

The following exclusivity provisions are taken from the leases of the applicable tenants. Therefore, it is acknowledged that various capitalized terms in this Exhibit are not defined herein.

#### **CHEVRON**

Provided that Chevron is engaged in the operation of a 24-hour motor fuel station, Chevron will have the exclusive rights to operate (i) a 24-hour motor fuel station, which may include alternative fuels and electric vehicle charging, (ii) a convenience store (consistent with those normally found at a fueling station having a convenience store or similar business), and (iii) a car wash, with regard to properties depicted on the Site Plan that are located within the Development ("Exclusive Use Area"), provided that the parties hereby agree that no exclusive use shall be granted for the operation of a quick service restaurant.

#### **MCDONALDS**

No property (other than the Leased Space) now or hereafter owned, leased or controlled, directly or indirectly, by Landlord, its members, shareholders, or partners..., within the Shopping Center ... will, during the Term, be leased, used or occupied as a restaurant or for food service purposes (which includes any type of food or drink), drive-in, drive-thru or walk-up eating/drinking facility (including without limitation a kiosk, stand, booth, or area located inside another business facility) that specializes solely or predominantly in the sale of hamburgers, cheeseburgers or any other type of ground beef products served in sandwich form (the "**Prohibited Sandwiches**"). For purposes of this Lease, a business will be deemed to specialize solely or predominantly in the sale of the Prohibited Sandwiches if the total number of Prohibited Sandwiches listed on the menu of such business exceeds the total number of the sandwiches listed on the menu that are not Prohibited Sandwiches. For purposes of this Article, wraps and breakfast sandwiches will not be considered a "Prohibited Sandwich" or a sandwich. In addition, this restriction does not apply to any establishment that does not offer drive-thru or car-side services (as opposed to customer pick-up of call-in, to go and/or online orders), but rather offers as the primary method of service for all mealtimes, food and drink orders taken by and served by a waiter or waitress at the customer's table.

Notwithstanding the foregoing, if, after Tenant (or a transferee of Tenant under Article 8 below) initially opens for business on the Leased Space, no restaurant or food service establishment is being operated on the Leased Space for a period of three hundred and sixty-five (365) consecutive days ....., this covenant not to compete shall terminate sixty (60) days after Tenant's receipt of Landlord's written notice of same, provided that no restaurant or food service establishment reopens on the Leased Space within the sixty (60) day period.

#### **STARBUCKS**

Landlord shall not use or allow any other person or entity (except Tenant and its affiliates) to use any portion of the Property for the sale of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee, and/or (e) blended beverages (collectively, "**Tenant's Exclusive Use**"). Notwithstanding the foregoing, the prohibition in the immediately preceding sentence is not applicable to and the following exceptions shall apply:

(1) Other tenants may sell brewed coffee or brewed tea which is neither (i) gourmet, nor (ii) brand identified. For purposes of this Lease, "gourmet" shall be defined as: (a) beverages made using Arabica beans or (b) sourced from a gourmet coffee or tea brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or other similar branding. For purposes of this Lease, "brand identified" shall mean beverages advertised or marketed within the applicable retail space using a brand name or served in a brand-identified cup.

(2) Anchor tenants occupying at least twenty thousand (20,000) contiguous square feet of interior space operating under a single trade name and full-line grocery store tenants occupying at least ten thousand (10,000) contiguous square feet of interior space operating under a single trade name shall not be subject to Tenant's exclusive so long as any such anchor or grocery store tenant at all times occupies and operates out of the foregoing minimum contiguous square footage, does not have a separate entrance or exterior signage for the sale of Tenant's exclusive items, and does not otherwise advertise, in a manner visible from the exterior of such tenant's space, the sale of Tenant's exclusive items.

(3) Other tenants may sell pre-bottled tea or pre-bottled tea-based beverages.

(4) Full service, sit-down restaurants with a wait staff and table service serving a complete dinner menu may sell, in conjunction with a sale of a meal, brewed coffee, tea and hot espresso drinks for on-premises consumption only.

(5) Any gas station or convenience store (and its successors and assigns) shall be restricted from offering "made-to-order," "handcrafted" coffee drinks that are prepared by a barista-type employee of Tenant. Such restriction shall not include any custom-made coffee drinks prepared by the customer in a self-served manner or via customer-operated automated machines.

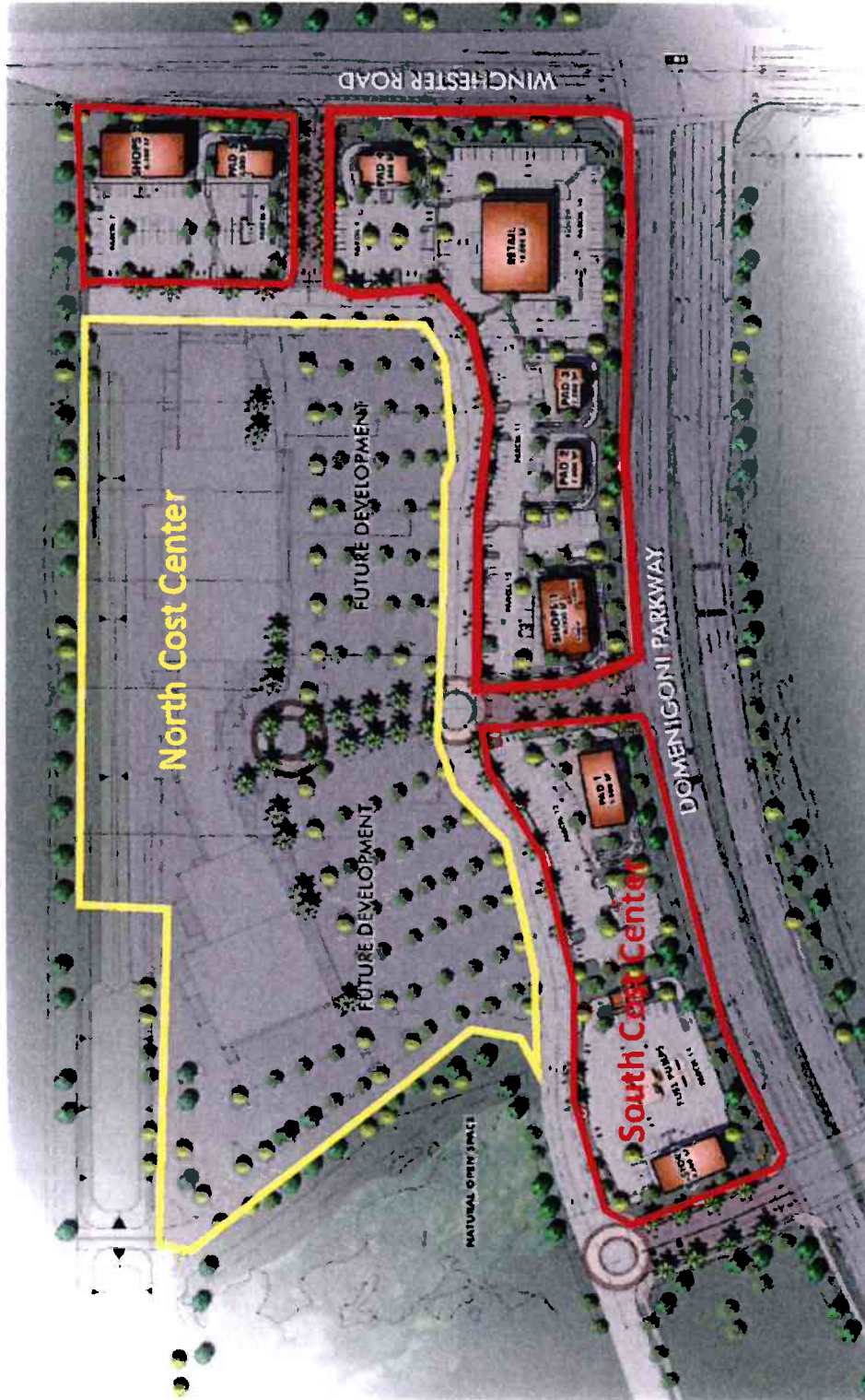
(6) Fast food restaurants, who shall be allowed to sell branded/gourmet brewed coffee as part of a national licensing agreement, so long as such branded coffee is served in a cup branded by the fast food restaurant and not the branded/gourmet coffee provider.

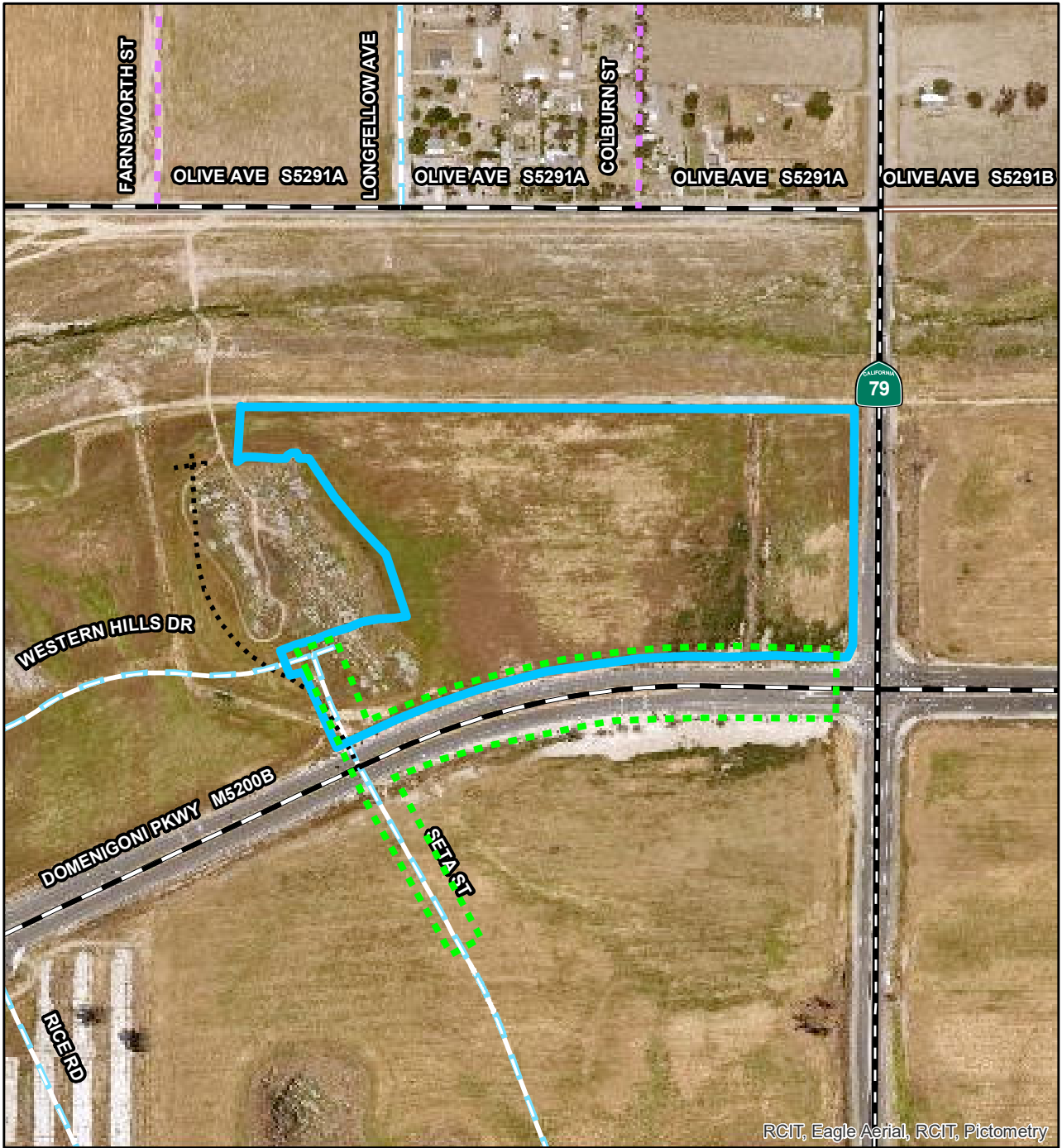
(7) Other tenants which might be an amenity to any tenants that may sell brewed coffee, brewed tea, pre-bottled tea or pre-bottled tea-based beverages.

(8) McDonald's USA, LLC, a Delaware limited liability company ("**McDonald's**") or a subsidiary, parent, affiliate, related entity or a franchisee of McDonald's, or a franchisee of any affiliate, parent, related entity or subsidiary of McDonald's ("**McDonald's Party**") shall not be subject to the foregoing exclusive use; provided, however, upon the assignment of the McDonald's lease, or a sublease of Parcel 13 to an individual or entity that is not a McDonald's Party, such assignee or sublessee shall be subject to the foregoing exclusive use.

**EXHIBIT "D"**

**North Cost Center and South Cost Center**





**Legend**

**Road Book Centerline TYPE**

- - - - MS4340 BOUNDARY
- Paved Surface Maintained
- Graveled Surface Maintained
- Dirt Surface Maintained
- Accepted for Public Use
- Non-County Road
- Vacated
- City Road
- Maintained for City/Non-County

# VICINITY MAP

## Parcel Map 36545

Section 33, T.5S. R2W.

**Supervisorial District: 3**



NOT TO SCALE

# PARCEL MAP NO. 36545

### 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 "C", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF THE DEDICATION OF LOTS "A" WINCHESTER ROAD, THE OWNER(S) OF PARCELS 8 THROUGH 10 INCLUSIVE, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL AND ALSO EXCEPTING THE 32.00 FOOT ACCESS OPENING WITHIN PARCEL 8. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ABUTTERS' RIGHTS OF ACCESS ALONG DOMENIGONI PARKWAY. THE OWNERS OF PARCELS 10 THROUGH 14, INCLUSIVE, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL AND ALSO EXCEPTING THE 40.00 FOOT ACCESS OPENING WITHIN PARCELS 12 AND 13. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: STORM DRAIN AND ACCESS EASEMENTS LYING WITHIN PARCELS 1 THROUGH 3 INCLUSIVE AND PARCEL 14 AS SHOWN HEREON. THE DEDICATION IS FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: PRIVATE ROAD EASEMENTS AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN THE "PRIVATE ROAD EASEMENT".

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

WE HEREBY RETAIN THE "PRIVATE ROAD EASEMENTS" AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

WE HEREBY RETAIN PARCELS 1 AND 2 WATER QUALITY BASINS AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

OWNER:

DIAMOND VALLEY LLC, A DELAWARE LIMITED LIABILITY COMPANY

*Jeffrey Dinkin*  
BY: JEFFREY DINKIN AUTHORIZED SIGNATORY

### NOTARY ACKNOWLEDGEMENT

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

STATE OF California  
COUNTY OF Los Angeles  
ON 2/18/2022 BEFORE ME, Nicole Stanton, A NOTARY PUBLIC,  
PERSONALLY APPEARED Jeffrey Dinkin WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY(IES), AND THAT BY HIS 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.

*Nicole Stanton*  
SIGNATURE  
Nicole Stanton  
PRINT NAME  
MY COMMISSION NO.: 2324297  
MY COMMISSION EXPIRES: 4/8/2024  
IS IN Los Angeles COUNTY.

### ABANDONMENT NOTE:

PURSUANT TO SECTION 66434 & 66499.20 1/2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES, RECORDED DECEMBER 23, 2003 AS INSTRUMENT NO. 03-998483 OF OFFICIAL RECORDS. IN FAVOR OF COUNTY OF RIVERSIDE.

BEING A SUBDIVISION OF A PORTION OF PARCEL B OF LOT LINE ADJUSTMENT NO. 05513 RECORDED JUNE 22, 2015 AS DOCUMENT NO. 2015-0264326, CONVEYED PER GRANT DEED RECORDED AUGUST 18, 2015 AS DOCUMENT NO. 2015-0368266 ALL OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS JANUARY, 2019

### TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 40,900.00.

DATE: April 12, 2022

MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: *Marin Mendoza*, DEPUTY

### TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 40,900.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: April 12, 2022

(CASH) OR SURETY BOND  
MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: *Marin Mendoza*, DEPUTY

### NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE SALT CREEK CHANNEL/ WINCHESTER/NORTH HEMET AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 66483, ET SEQ, OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA. NOTICE IS FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID WITH CASHIER'S CHECK OR MONEY ORDER ONLY TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER OCCURS FIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING PERMIT, SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

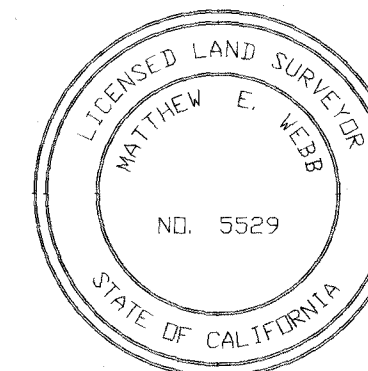
### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF REGENT WINCHESTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY ON DECEMBER 17, 2014. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS WILL BE SET SUFFICIENTLY TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: FEBRUARY 9, 2022

*Matthew E. Webb*

MATTHEW E. WEBB  
L.S. 5529, EXP. 9/30/22



### COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP NO. 36545 AS FILED, AMENDED AND APPROVED BY THE BOARD OF SUPERVISORS ON FEBRUARY 26, 2019, THE EXPIRATION DATE BEING FEBRUARY 6, 2022, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 6-13, 2022

BY: *Paul E. Hillmer*, DEPUTY, TIMELY FILED

DAVID MCMILLAN, COUNTY SURVEYOR  
L.S. 8488, EXPIRES 12-31-2022



### BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE PARCEL MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON OF LOTS "A" THROUGH "C" 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 OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN THE "PRIVATE ROAD EASEMENTS" AS SHOWN HEREON IS HEREBY ACCEPTED.

THE OFFERS OF DEDICATION MADE HEREON OF THE STORM DRAIN EASEMENTS ARE HEREBY NOT ACCEPTED.

THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG WINCHESTER ROAD AND DOMENIGONI PARKWAY IS HEREBY ACCEPTED.

DATE: 2/18/2022  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST:  
KECIA HARPER  
CLERK OF THE BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
CHAIRMAN OF THE BOARD OF SUPERVISORS

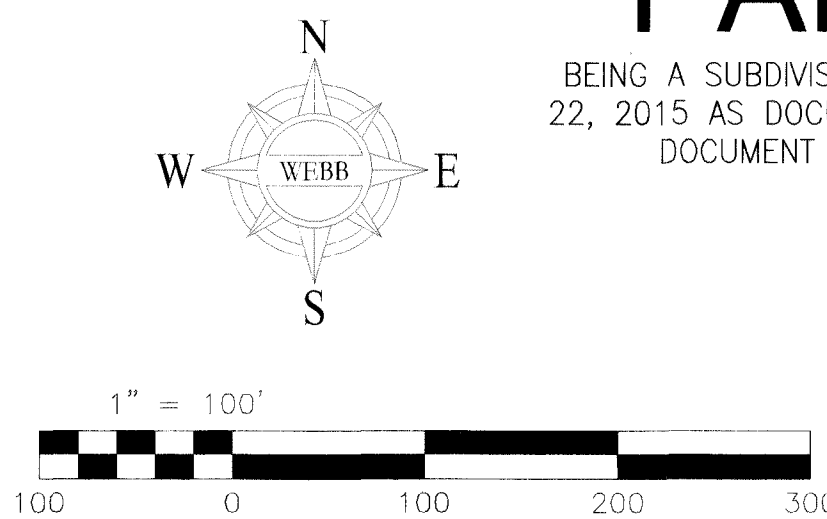
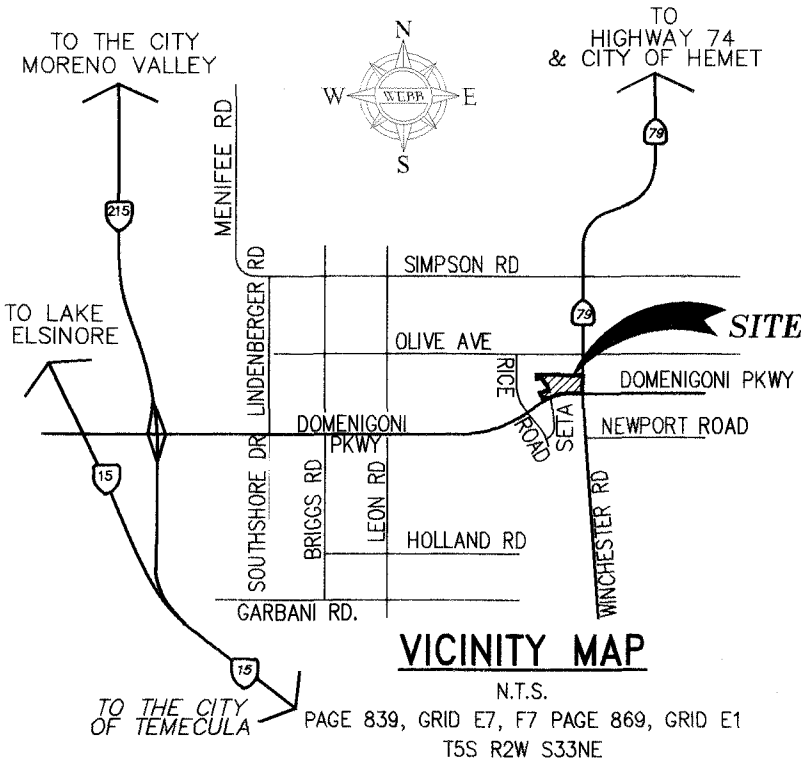
BY: \_\_\_\_\_  
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IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA

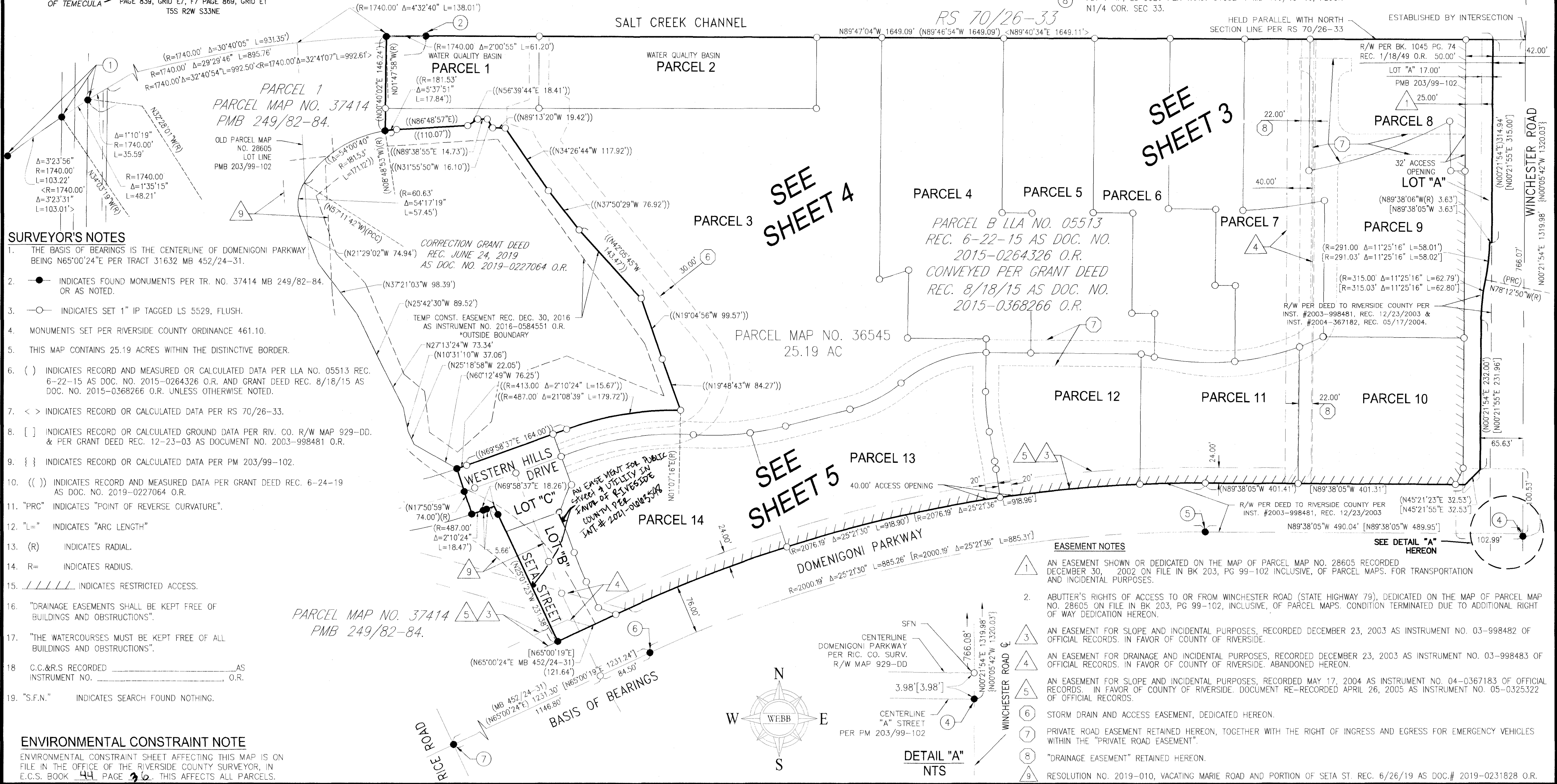
# PARCEL MAP NO. 36545

BEING A SUBDIVISION OF A PORTION OF PARCEL B OF LOT LINE ADJUSTMENT NO. 05513 RECORDED JUNE 22, 2015 AS DOCUMENT NO. 2015-0264326, CONVEYED PER GRANT DEED RECORDED AUGUST 18, 2015 AS DOCUMENT NO. 2015-0368266 ALL OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, S.B.M. ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS JANUARY, 2019



**MONUMENT NOTES**

- ① FD 3/4" IP W/RCFC&WCD P.P. DN 0.5' PER RS 70/26-33.
- ② FD 1" IP W/PP RIV. CO. SURV., FLUSH PER PM 203/99-102.
- ③ FD 1" IP RIV CO SURV PER RS 70/26-33.
- ④ FD. 2" BRASS DISK, CDOT, DN. 0.30' IN WELL PER PM 203/99-102.
- ⑤ FD. CW, RIV. CO TRANS., FLUSH PER RIV. CO. R/W MAP 929-DD.
- ⑥ FD. 1" IP, RIV. CO. TRANS., DN. 0.30' RIV. CO. R/W MAP 929-DD.
- ⑦ FD. CW, RIV. CO. TRANS., FLUSH RIV. CO. R/W MAP 929-DD.
- ⑧ FD. 1" IP, LS 5529 PER TRACT 31632-1 MB 469/43-46, FLUSH N1/4 COR. SEC 33.



**SURVEYOR'S NOTES**

1. THE BASIS OF BEARINGS IS THE CENTERLINE OF DOMENIGONI PARKWAY BEING N65°00'24"E PER TRACT 31632 MB 452/24-31.
2. ● INDICATES FOUND MONUMENTS PER TR. NO. 37414 MB 249/82-84. OR AS NOTED.
3. ○ INDICATES SET 1" IP TAGGED LS 5529, FLUSH.
4. MONUMENTS SET PER RIVERSIDE COUNTY ORDINANCE 461.10.
5. THIS MAP CONTAINS 25.19 ACRES WITHIN THE DISTINCTIVE BORDER.
6. ( ) INDICATES RECORD AND MEASURED OR CALCULATED DATA PER LLA NO. 05513 REC. 6-22-15 AS DOC. NO. 2015-0264326 O.R. AND GRANT DEED REC. 8/18/15 AS DOC. NO. 2015-0368266 O.R. UNLESS OTHERWISE NOTED.
7. < > INDICATES RECORD OR CALCULATED DATA PER RS 70/26-33.
8. [ ] INDICATES RECORD OR CALCULATED GROUND DATA PER RIV. CO. R/W MAP 929-DD. & PER GRANT DEED REC. 12-23-03 AS DOCUMENT NO. 2003-998481 O.R.
9. { } INDICATES RECORD OR CALCULATED DATA PER PM 203/99-102.
10. (( )) INDICATES RECORD AND MEASURED DATA PER GRANT DEED REC. 6-24-19 AS DOC. NO. 2019-0227064 O.R.
11. "PRC" INDICATES "POINT OF REVERSE CURVATURE".
12. "L=" INDICATES "ARC LENGTH"
13. (R) INDICATES RADIAL.
14. R= INDICATES RADIUS.
15. // // // INDICATES RESTRICTED ACCESS.
16. "DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS".
17. "THE WATERCOURSES MUST BE KEPT FREE OF ALL BUILDINGS AND OBSTRUCTIONS".
18. C.C.&R.S RECORDED \_\_\_\_\_ AS INSTRUMENT NO. \_\_\_\_\_ O.R.
19. "S.F.N." INDICATES SEARCH FOUND NOTHING.

**ENVIRONMENTAL CONSTRAINT NOTE**  
ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, IN E.C.S. BOOK 44, PAGE 36. THIS AFFECTS ALL PARCELS.

**EASEMENT NOTES**

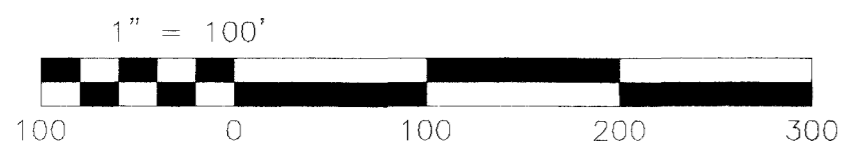
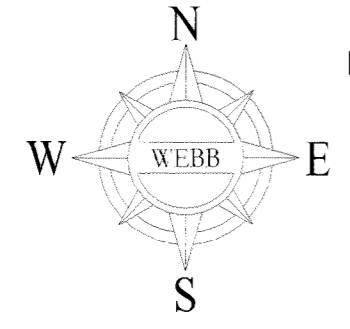
- ① AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF PARCEL MAP NO. 28605 RECORDED DECEMBER 30, 2002 ON FILE IN BK 203, PG 99-102 INCLUSIVE, OF PARCEL MAPS. FOR TRANSPORTATION AND INCIDENTAL PURPOSES.
- ② ABUTTER'S RIGHTS OF ACCESS TO OR FROM WINCHESTER ROAD (STATE HIGHWAY 79), DEDICATED ON THE MAP OF PARCEL MAP NO. 28605 ON FILE IN BK 203, PG 99-102, INCLUSIVE, OF PARCEL MAPS. CONDITION TERMINATED DUE TO ADDITIONAL RIGHT OF WAY DEDICATION HEREON.
- ③ AN EASEMENT FOR SLOPE AND INCIDENTAL PURPOSES, RECORDED DECEMBER 23, 2003 AS INSTRUMENT NO. 03-998482 OF OFFICIAL RECORDS. IN FAVOR OF COUNTY OF RIVERSIDE.
- ④ AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES, RECORDED DECEMBER 23, 2003 AS INSTRUMENT NO. 03-998483 OF OFFICIAL RECORDS. IN FAVOR OF COUNTY OF RIVERSIDE. ABANDONED HEREON.
- ⑤ AN EASEMENT FOR SLOPE AND INCIDENTAL PURPOSES, RECORDED MAY 17, 2004 AS INSTRUMENT NO. 04-0367183 OF OFFICIAL RECORDS. IN FAVOR OF COUNTY OF RIVERSIDE. DOCUMENT RE-RECORDED APRIL 26, 2005 AS INSTRUMENT NO. 05-0325322 OF OFFICIAL RECORDS.
- ⑥ STORM DRAIN AND ACCESS EASEMENT, DEDICATED HEREON.
- ⑦ PRIVATE ROAD EASEMENT RETAINED HEREON, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN THE "PRIVATE ROAD EASEMENT".
- ⑧ "DRAINAGE EASEMENT" RETAINED HEREON.
- ⑨ RESOLUTION NO. 2019-010, VACATING MARIE ROAD AND PORTION OF SETA ST. REC. 6/26/19 AS DOC.# 2019-0231828 O.R.

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA  
**PARCEL MAP NO. 36545**

SEE SHEET 2 FOR  
 SURVEYOR, MONUMENT  
 & EASEMENT NOTES

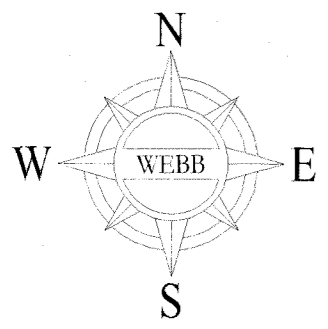
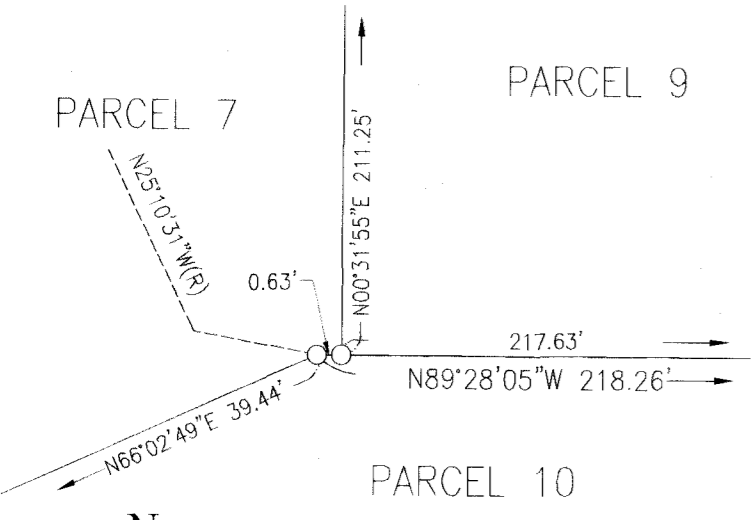
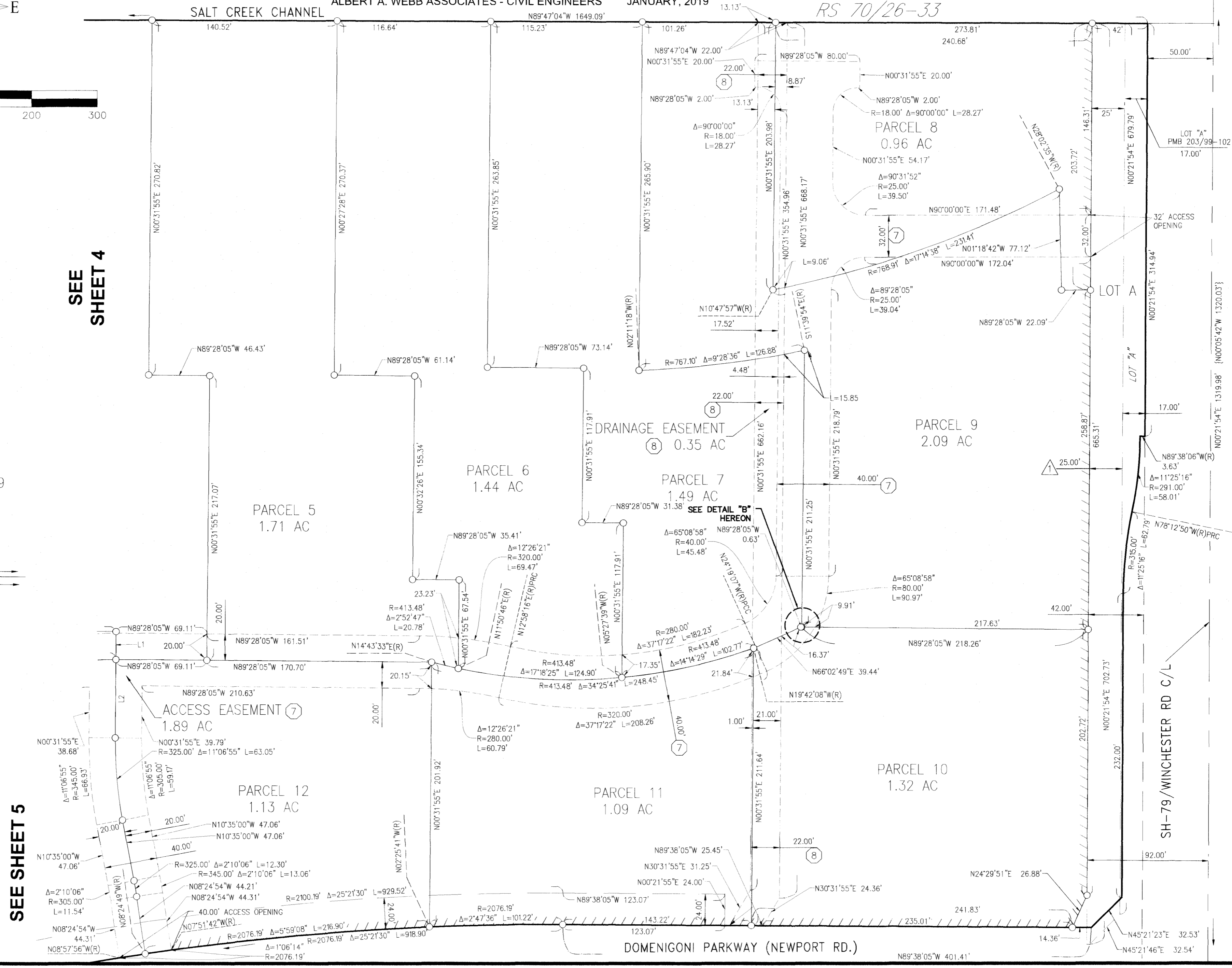
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ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS JANUARY, 2019



LINE TABLE		
Line #	Length	Direction
L1	21.26	N00°31'55"E
L2	59.79	N00°31'55"E

SEE SHEET 4



DETAIL "B"  
 NTS

SEE SHEET 5

SEE DETAIL "B"  
 HEREON

DRAINAGE EASEMENT  
 8

ACCESS EASEMENT  
 7

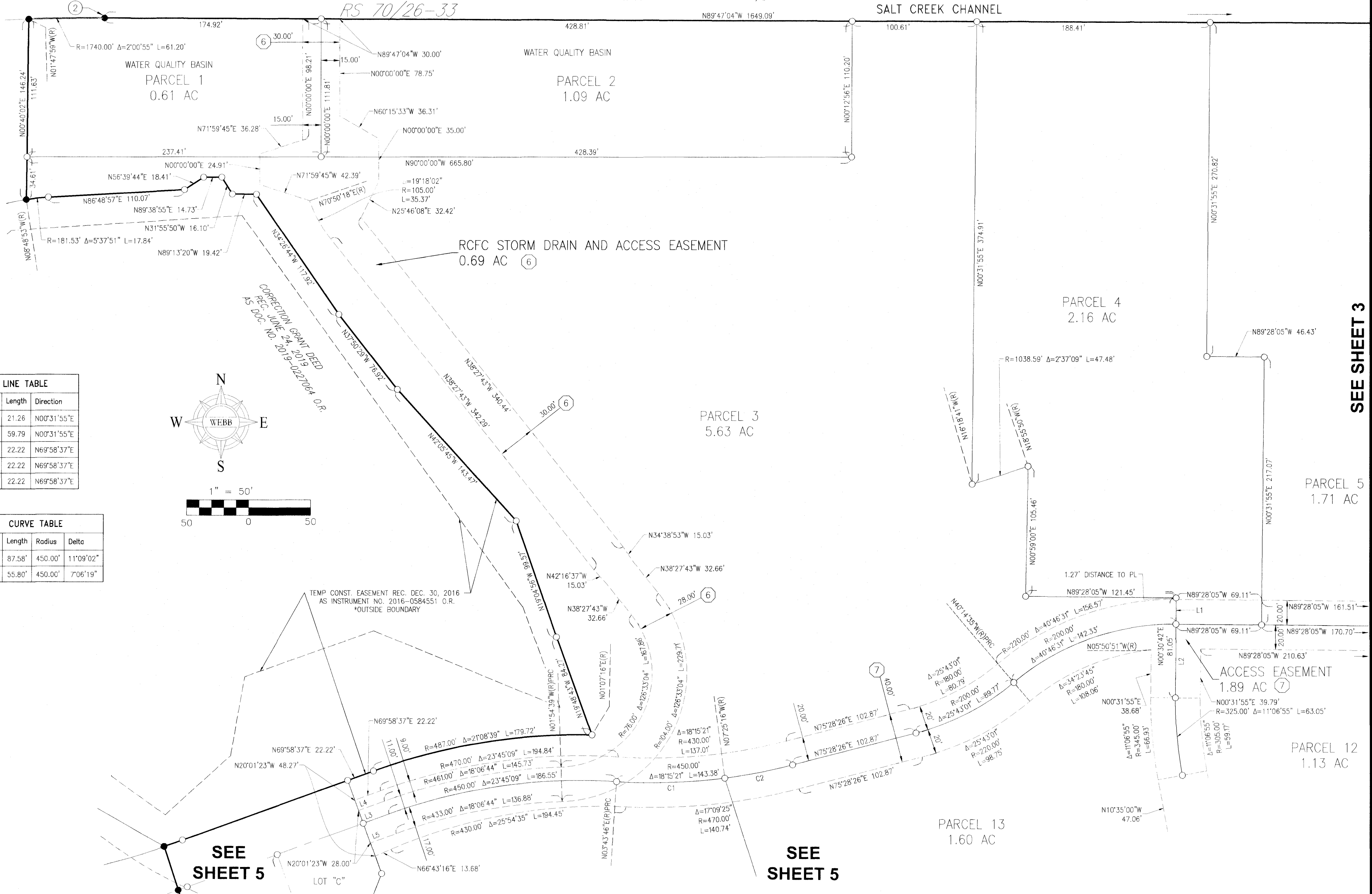
DOMENIGONI PARKWAY (NEWPORT RD.)

SH-79/WINCHESTER RD C/L

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA  
**PARCEL MAP NO. 36545**

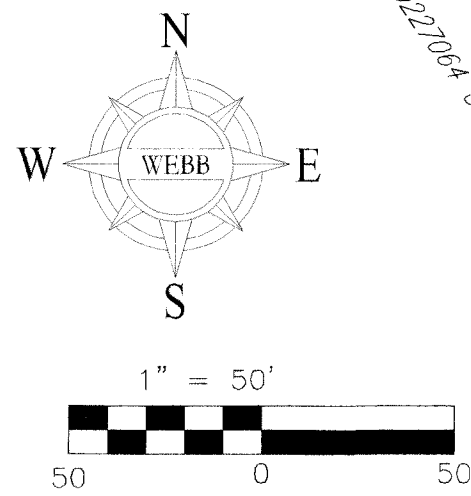
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 ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS JANUARY, 2019

SEE SHEET 2 FOR SURVEYOR, MONUMENT & EASEMENT NOTES



LINE TABLE		
Line #	Length	Direction
L1	21.26	N00°31'55"E
L2	59.79	N00°31'55"E
L3	22.22	N69°58'37"E
L4	22.22	N69°58'37"E
L5	22.22	N69°58'37"E

CURVE TABLE			
Curve #	Length	Radius	Delta
C1	87.58'	450.00'	11°09'02"
C2	55.80'	450.00'	7°06'19"



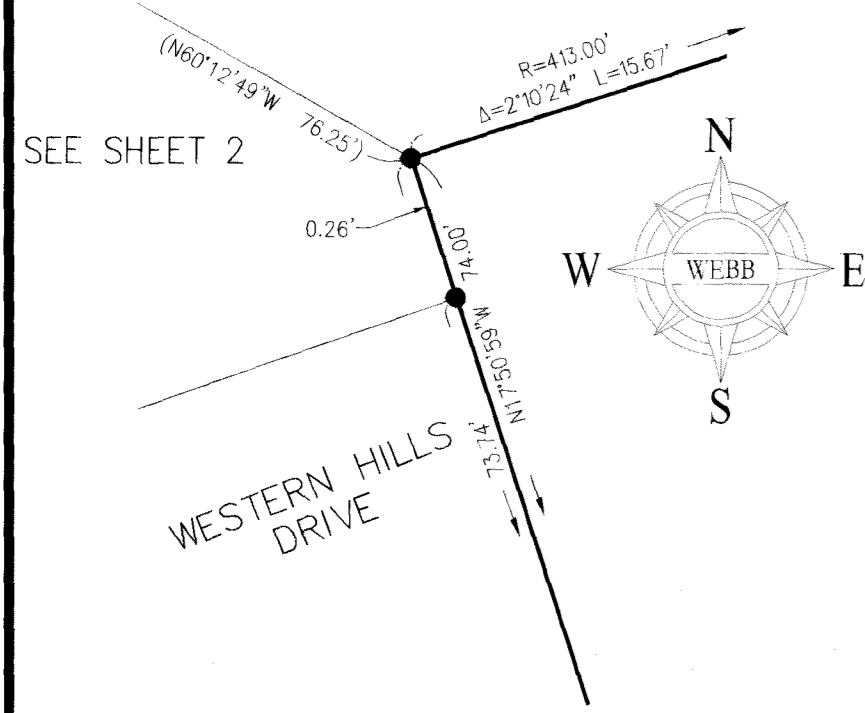
SEE SHEET 3

SEE SHEET 5

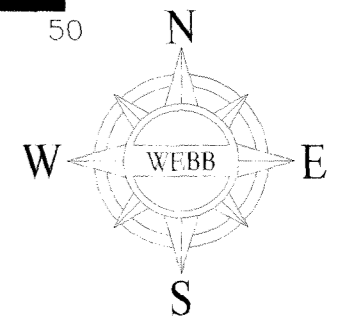
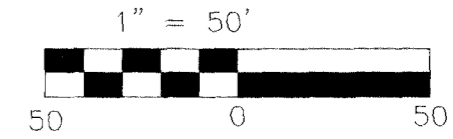
SEE SHEET 5

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, CALIFORNIA  
**PARCEL MAP NO. 36545**

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SEE SHEET 2 FOR  
 SURVEYOR, MONUMENT  
 & EASEMENT NOTES



SEE  
 SHEET 4

PARCEL 3  
 5.63 AC

PARCEL 4  
 2.16 AC

PARCEL 5  
 1.71 AC

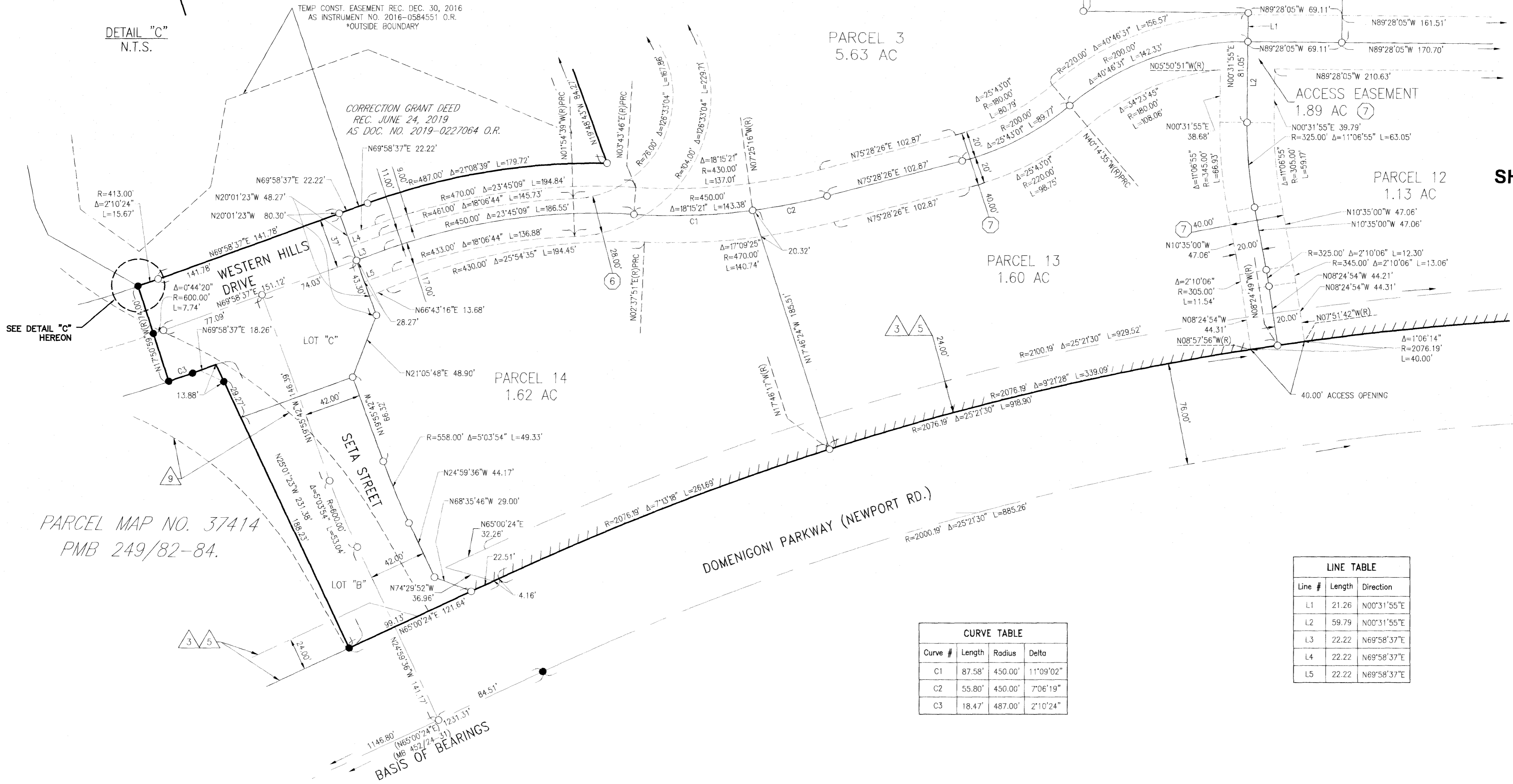
ACCESS EASEMENT  
 1.89 AC (7)

PARCEL 12  
 1.13 AC

PARCEL 13  
 1.60 AC

PARCEL 14  
 1.62 AC

SEE  
 SHEET 3



PARCEL MAP NO. 37414  
 PMB 249/82-84.

CURVE TABLE			
Curve #	Length	Radius	Delta
C1	87.58'	450.00'	11°09'02"
C2	55.80'	450.00'	7°06'19"
C3	18.47'	487.00'	2°10'24"

LINE TABLE		
Line #	Length	Direction
L1	21.26	N00°31'55\"/>
L2	59.79	N00°31'55\"/>
L3	22.22	N69°58'37\"/>
L4	22.22	N69°58'37\"/>
L5	22.22	N69°58'37\"/>