

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



**ITEM: 2.16
(ID # 19353)**

MEETING DATE:
Tuesday, June 21, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 31700-1 a Schedule "A" Subdivision in the French Valley area.
District 3. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements for Final Tract Map 31700-1 as approved by County Counsel;
2. Approve the Final Map; and
3. Authorize the Chair of the Board to sign the Improvement Agreements and Final Tract Map 31700-1.

ACTION:Consent

Ronak Patel

Ronak Patel, Deputy County Counsel

6/14/2022

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: *[Signature]*
Deputy

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

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

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Final Tract Map 31700-1 was approved by the Board of Supervisors on August 29, 2006, as Agenda Item 16.5. Final Map 31700-1 is an 18.34-acre subdivision that is creating 51 residential lots, 1 open space lot, 1 park lot and 2 water quality basin lots in the French Valley area. This Final Map complies in all respects with the provisions of the Subdivision Map Act and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map. The Transportation Department recommends approval of this final tract map.

Pulte Home Company, LLC, desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer. The securities posted by Atlantic Specialty Insurance Company are as follows:

- TR 31700-1 \$2,795,116 for the completion of road and drainage improvements.
- TR 31700-1 \$306,000 for the completion of the water system.
- TR 31700-1 \$248,000 for the completion of the sewer system.
- TR 31700-1 \$91,108.80 for the completion of the survey monumentation.

Additional Fiscal Information:

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

ATTACHMENTS:

- TR 31700-1 Vicinity Map
- TR 31700-1 Improvement Agreements
- TR 31700-1 Mylars

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



Jason Farin, Principal Management Analyst 6/15/2022

**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Pulte Home Company, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **TR 31700-1**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provided for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **Ninety-one thousand one hundred eight and 80/100 Dollars (\$91,108.80)**.

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

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

Agreement for the Placement of Survey Monuments

TR **31700-1**

Page 1

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FOURTH: The Contractor hereby grants to County, the Surety upon any bond, and to the agents, employees and contractors of either or them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow Contractor to carry out this agreement.

FIFTH: Contractor agrees to file with County prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

SIXTH: If contractor neglects, refuses, or fails to prosecute the work as to insure its completion within the time specifies, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor in such agreement, but said termination shall not affect or terminate any of the rights of County as against Contractor or its Surety then existing or which thereafter accrue because of such default. The determination of the County Surveyor of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, its Surety, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

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

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

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

County

Contractor

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

Pulte Home Co. LLC
27401 LOS ALTOS
Suite 400
Mission Viejo, CA 92694

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

By

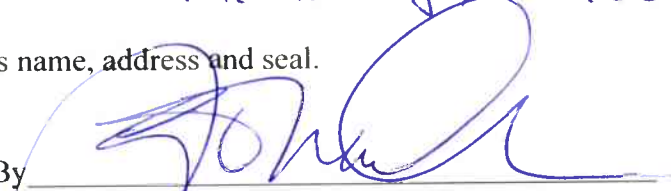
Print Name

Title

By

Print Name

Title


SOHAIL BOKHARI
PULTE HOME COMPANY LLC
Director of Land
Planning & Entitlements

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By 
JEFF HEWITT CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

Revised 09/01/2020

ACKNOWLEDGMENT

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

State of California
County of ORANGE)

On March 4, 2022 before me, GUNEET KAUR, NOTARY PUBLIC
(insert name and title of the officer)

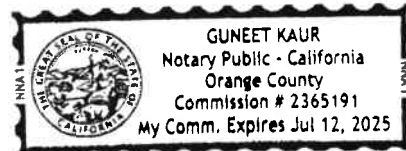
personally appeared SOHAIL BOKHARI,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that 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 *G Kaur*

(Seal)





**AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Pulte Home Company, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **TR 31700-1**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Eastern Municipal Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Two hundred forty-eight thousand and no/100 Dollars (\$248,000.00)**.

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

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

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

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

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

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

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

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

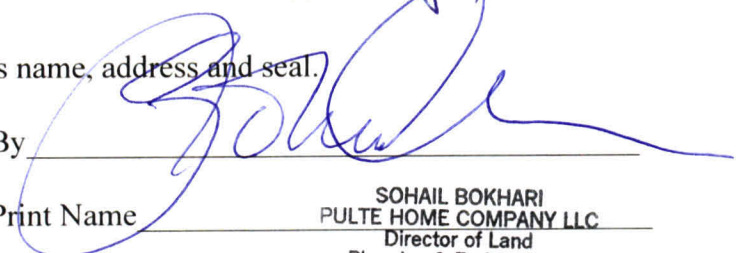
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

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

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

Contractor
PULTE HOME CO. LLC
27401 LOS ALTOS
Suite 400
Mission Viejo, CA 92691

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

By 
Print Name SOHAIL BOKHARI
PULTE HOME COMPANY LLC
Director of Land
Planning & Entitlements
Title _____

By _____
Print Name _____
Title _____


COUNTY OF RIVERSIDE signature page to follow on page 4.

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

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By



JEFF HEWITT CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER,
Clerk of the Board

By


Deputy

APPROVED AS TO FORM

County Counsel

By



Revised 09/01/2020

JUN 14 2022 2.16

ACKNOWLEDGMENT

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

State of California
County of ORANGE)

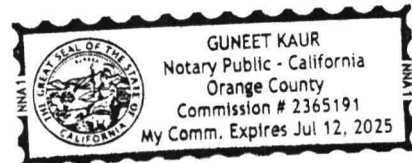
On March 4, 2022 before me, GUNEET KAUR, NOTARY PUBLIC
(insert name and title of the officer)

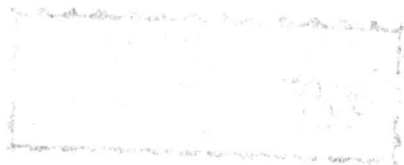
personally appeared SOHAIL BOKHARI,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that 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 *Gloem* (Seal)





**AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Pulte Home Company, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **TR 31700-1**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **Eastern Municipal Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Three hundred six thousand and no/100 Dollars (\$306,000.00)**.

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

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

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

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

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

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

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

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

Agreement for the Construction of Water System Improvements

TR 31700-1

Page 2

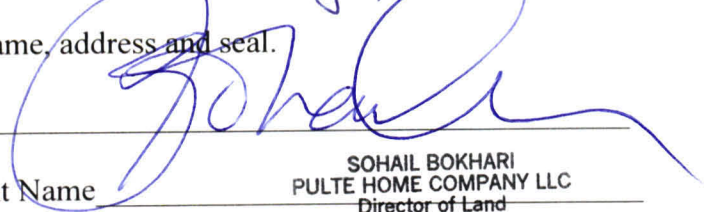
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ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

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

Contractor
PULTE Home Co. LLC
27401 LOS ALTOS
Suite 400
Mission Viejo, CA 92691

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

By 
Print Name SOHAIL BOKHARI
PULTE HOME COMPANY LLC
Director of Land
Planning & Entitlements

Title _____

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By 

JEFF HEWITT CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER,
Clerk of the Board

By 

Deputy

APPROVED AS TO FORM

County Counsel

By 

Revised 09/01/2020

ACKNOWLEDGMENT

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

State of California
County of ORANGE

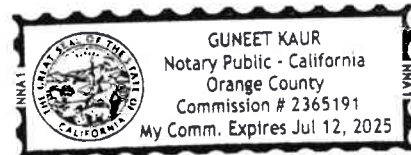
On March 4, 2022 before me, GUNEET KAUR, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Pulte Home Company, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **TR 31700-1**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Two million seven hundred ninety-five thousand one hundred sixteen and no/100 Dollars (\$2,795,116.00)**.

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

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

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

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

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

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

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

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

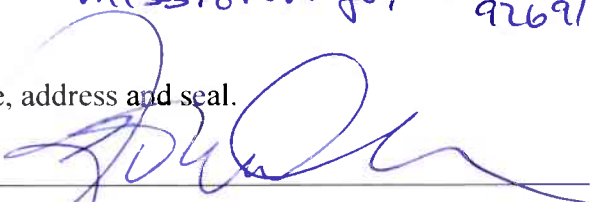
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

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

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

Contractor
Pulte Home Co. LLC
27401 LOS ALTOS
Suite 400
MISSION VIEJO, CA 92691

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

By 
Print Name SOHAIL BOKHARI
PULTE HOME COMPANY LLC
Director of Land
Planning & Entitlements
Title _____

By _____
Print Name _____
Title _____

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By 
JEFF HEWITT CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA R. HARPER,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

Revised 09/01/2020

ACKNOWLEDGMENT

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

State of California
County of ORANGE)

On March 4, 2022 before me, GUNEET KAUR, NOTARY PUBLIC
(insert name and title of the officer)

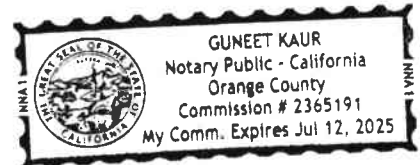
personally appeared SOHAIL BOKHARI,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that 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 *abuu*

(Seal)







TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

RECEIVED RIVERSIDE COUNTY CLERK/BOARD OF SUPERVISORS

2022 JUN 13 PM 2:30

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

AGREEMENT/CONTRACT NO.:

REQUESTED BOARD DATE: 6/21/2022

CAN IT GO AT A LATER DATE: YES NO

<input type="checkbox"/> AMENDMENT	NO.	<input type="checkbox"/> CHANGE ORDER	NO.
<input type="checkbox"/> RESOLUTION	NO.	<input type="checkbox"/> ORDINANCE	NO.
<input type="checkbox"/> AWARD PACKAGE	<input checked="" type="checkbox"/> FINAL MAP	<input type="checkbox"/> ACQUISITION/EDA	<input type="checkbox"/> ADVERTISEMENT PACKAGE
<input type="checkbox"/> OTHER:	SUPERVISORIAL DISTRICT: 3		

PROJECT/SUBJECT:

FINAL TRACT MAP NO: 31700-1 (Schedule "A")

DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS.

CONTRACTING PARTY: Paul Hillmer	W.O. NO.: FTM31700-1 (TC-SU21)(DBF)
PROJECT MANAGER: Paul Hillmer	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: Paul Hillmer	EXTENSION:

FISCAL

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

ROUTING

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

THE FINAL TRACT MAP AND 3 COPIES OF THE IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE CHAIR OF THE BOARD.

THE FINAL TRACT MAP, SUBDIVISION GUARANTEE AND ONE COPY OF CC&R'S FOR TRACTS 31700-1 AND 33303 IS TO BE DELIVERED TO THE COUNTY RECORDER. COB RETAINS 1 COPY OF THE IMPROVEMENT AGREEMENT AND RETURNS THE 2 REMAINING COPIES TO TRANSPORTATION.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
19353			

TRACT NO. 31700-1

BEING A SUBDIVISION OF A PORTION OF PARCEL 11 OF PARCEL MAP 7375, AS SHOWN BY MAP ON FILE IN BOOK _____ OF THE PUBLIC RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.E.B.M. MAY 2022 ACS CONSULTING, INC.

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 OBTAIN A CLEAR TITLE. THE EXISTING EASEMENTS, RIGHTS, INTERESTS, ENCUMBRANCES, AND OTHER MATTERS AFFECTING THE REAL PROPERTY DESCRIBED BELOW IS AN EASEMENT FOR PUBLIC PURPOSES, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 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990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. LOT 1. THE DEDICATION IS FOR A (1) ONE-FOOT BARRIER STRIP FOR ROAD AND ACCESS CONTROL. DRAINAGE EASEMENTS LING WITHIN LOTS 52 AND 53 AS SHOWN HEREON. THE DEDICATIONS ARE FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LING WITHIN LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 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985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

WE HEREBY RETAIN WATER QUALITY BASIN LOTS 52 AND 53 AS SHOWN HEREON. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES.

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TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE OFFICE AS OF THE DATE THERE ARE NO 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 \$ 40,800.00

DATE: June 8 2022

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: Madeline M... Deputy

TAX BOND CERTIFICATE
I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 40,800.00 HAS BEEN

DATE: June 8 2022

OF SURETY BOND
KENTH W. JENNINGS
COUNTY TAX COLLECTOR

BY: Madeline M... Deputy

NOTICE OF DRAINAGE FEES
NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK/ WIND SPRINGS

VALLEY-WIDE RECREATION AND PARK DISTRICT
THE VALLEY-WIDE RECREATION AND PARK DISTRICT COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,

DATE: 6-6 2022

BY: Dean W... General Manager

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
CLERK OF THE BOARD OF SUPERVISORS

BY: John M... Deputy

DEAN WELTER
GENERAL MANAGER

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN

DATE: June 1st 2022

FRANK A. ARTON
L.S. NO. 10116
Exp. 09/30/24

COUNTY SURVEYOR'S STATEMENT
THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES

DATE: 6-13 2022

BY: Frank A. Arton, Deputy

DAVID L. MCHILAN
COUNTY SURVEYOR
L.S. 8448, Exp. 12/31/22

BOARD OF SUPERVISORS STATEMENT
THE COUNTY OF RIVERSIDE,

RECORDING REQUESTED BY:

First American Title Company
Homebuilder Services Division

WHEN RECORDED MAIL TO:

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

Order: 6465969

**SUBDIVISION GUARANTEE
TRACT NO. 31700-1**

SUBDIVISION GUARANTEE

Fee: \$150.00
Tract No. 31700-1

First American Title Insurance Company
a corporation

GUARANTEES

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

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

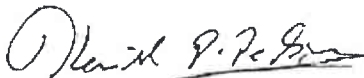
PULTE HOME COMPANY, LLC A MICHIGAN LIMITED LIABILITY COMPANY (OWNER)

The map hereinbefore referred to is a subdivision of:

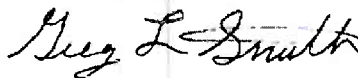
BEING A SUBDIVISION OF A PORTION OF PARCEL 1 OF PARCEL MAP 7375, AS SHOWN BY MAP ON FILE IN BOOK 23, PAGE 37 OF PARCEL MAPS, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.B.B.M.

Dated: May 31, 2022

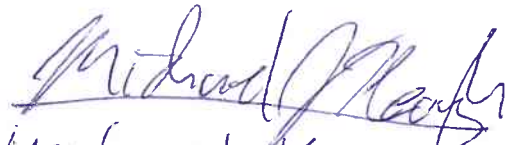
First American Title Insurance Company



Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary



Michael Keough
Title Officer Assistant

Riverside County, CA

Jurisdiction

6465969



Client: CA - First American Title
Homebuilder Services Southern
Branch: Southern California Title
Department - 09784

RECORD UPON RECEIPT

1.510.340.1496

CACustomerService@GOePN.com

7531674

Unit Name: Corona - Duran
Officer Name: Jesus Duran
Unit Phone #: (951) 256-5800
Unit Extension:

Rec. Date:

Rec. Time:

Pg Ct.	Seq #	Reference #1 (Order #)	Document Type	Actual Fee	Recording Fee	County Tax	City Tax	Instrument #
	1	6465969	Tract Map					
	2	6465969	Tract Map					
	3	6465969	Other					
	4							
	5							
	6							
	7							
	8							
	9							
	10							

ePN Operational QC				
Received	Pre-Checked	Initial	Grantor/Seller's Name:	Buyer/Owner's Name:
Scanned/Uploaded	Submitted			

Delivery Instructions	Special Instructions	Memo/Notes
eRecord - In House	TRA and Trsfr Tax Amt 1st page of DEED, TTA required ALL documents, COMBINE City of Riv and County tax together	Doc 1: Tract Map 31700-1 CHARGE CODE: ePN - 2. Record Concurrently 3. Fill-ins 4. Conformed Copy 5. Please email confirmation to: jduran@firstam.com and mkeough@firstam.com firstamriv@goepn.com Doc 2: Tract 33303 Doc 3: Declaration of CC&Rs

ORIGIN ID: ONTA (951) 256-5827
MICHAEL KEOUGH

1250 CORONA POINTE COURT

CORONA, CA 92879
UNITED STATES US

SHIP DATE: 07 JUN22
ACTWGT: 1.00 LB
CAD: 101854216IN/NET4490

BILL SENDER

TO JESUS DURAN

FIRST AMERICAN TITLE COMPANY

1250 CORONA POINTE

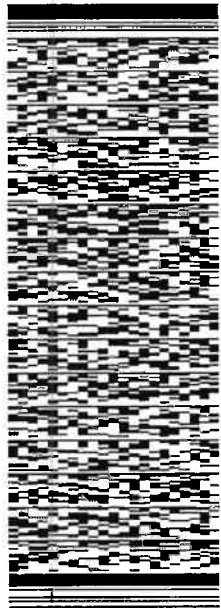
SUITE 200

CORONA CA 92879

(951) 256-5827
INV TRACTS 31700-1 & 33303
PO

REF: 09784

DEPT: FATCO



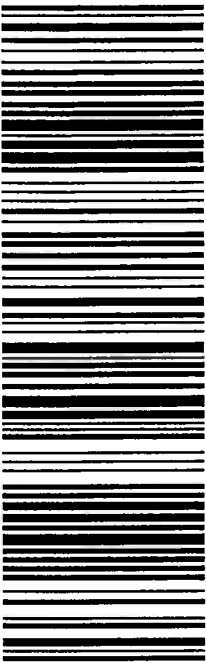
577.J2274F/FE4A

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PRIORITY OVERNIGHT

WM ONTA

92879
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RECORDING REQUESTED BY:

First American Title Company
Homebuilder Services Division

WHEN RECORDED MAIL TO:

Pulte Homes
122 Claret
Rancho Mirage, CA 92270
Attn: Leanne Brock

Order: 6465969

APN: 476-010-052
TRA: 094-177

Documentary Transfer Tax is \$-0-. The value of the property in this conveyance, exclusive of liens and encumbrances is \$100.00 or less, and there is no additional consideration received by the grantor, R & T 11911.

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS OF
EAGLE VISTA**

RECORDING REQUESTED BY:

First American Title Company

WHEN RECORDED MAIL TO:

Pulte Homes
122 Claret
Rancho Mirage, CA 92270
Attn: LEEANNE BROCK

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS OF
EAGLE VISTA**

THIS DECLARATION SETS FORTH ALTERNATIVE DISPUTE RESOLUTION PROCEDURES FOR THE RESOLUTION OF DISPUTES BETWEEN DECLARANT AND AN OWNER AND REQUIRES THAT ALL DISPUTES BE RESOLVED IN ACCORDANCE WITH THE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THIS DECLARATION, WHICH INCLUDES MANDATORY BINDING ARBITRATION. THESE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES DO NOT UTILIZE A JURY.

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS OF
EAGLE VISTA**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS OF EAGLE VISTA ("**Declaration**") is made by PULTE HOME COMPANY, LLC, a Michigan limited liability company ("**Declarant**") with reference to the facts set forth below.

RECITALS

All initially capitalized terms used but not defined in the Recitals shall have the meanings set forth in **ARTICLE 1** (Definitions) of this Declaration.

A. Declarant is the owner in fee simple of that certain real property located in the unincorporated area of the County of Riverside, State of California, more particularly described in **Exhibit "A"** attached hereto and incorporated herein ("**Property**").

B. Declarant is also the owner of, or has an interest in, that certain real property located in the unincorporated area of the County of Riverside, State of California, more particularly described on Exhibit "B" attached hereto ("**Annexable Property**"), which may, from time to time, be annexed to and become a part of the Property, in accordance with **ARTICLE 8** (Annexation of Annexable Property and Supplementary Declaration) of this Declaration.

C. Declarant desires to develop the Property (including any real property which is hereafter annexed) into a single family residential community.

D. Declarant desires to impose a general plan for the development, protection, use, occupancy and enjoyment of the Property, and to establish and impose covenants, conditions, restrictions and easements upon the Property for the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of the Property.

E. A separate Master Dispute Resolution Declaration will or has been recorded against the Property and will set forth, among other matters, Declarant's binding alternative dispute resolution procedures for the resolution of all Claims by an Owner involving Declarant, including without limitation, Construction Defect Claims. Each Owner is bound by the dispute resolution procedures set forth in the Master Dispute Resolution Declaration.

F. Declarant intends to convey the Property, and any and all portions thereof, subject to the covenants, conditions and restrictions set forth herein.

NOW, THEREFORE, Declarant agrees and declares that it has established, and does hereby establish, a plan for the development, protection, use, maintenance, care, occupancy and enjoyment of the Property, and has fixed, and does hereby fix, the covenants, conditions, restrictions, easements, reservations, liens and charges (hereinafter collectively referred to as the "**Covenants**") upon the Property. Each and all of the Covenants are imposed as equitable servitudes upon the Property, which shall run with the land and shall inure to the benefit of and be binding upon Declarant, its successors and assigns, and all subsequent Owners of all or any portion of the Property, together with their grantees and successors in interest to the Property.

**ARTICLE 1
DEFINITIONS**

1.1 "**Annexable Property**" means that certain real property described in **Exhibit "B"** attached hereto, all or any of which Annexable Property may be annexed into the Property as set forth in **ARTICLE 8** (Annexation of Annexable Property and Supplementary Declaration), and any adjustments or

modifications to such Annexable Property as the result of the recordation of any modification or adjustment in the Final Map. The Annexable Property is not subject to or burdened by this Declaration until such time as it is annexed in accordance with the procedures described in **ARTICLE 8** (Annexation of Annexable Property and Supplementary Declaration).

1.2 “**Applicable Laws**” means the entitlements for the Property and any law, regulation, rule, order or ordinance of any Governmental Agency(ies) having jurisdiction over the Property which are applicable to the Property or any portion thereof now in effect or as hereafter promulgated.

1.3 “**County**” means the County of Riverside, California.

1.4 “**Covenants**” means the covenants, conditions, restrictions, easements, reservations, liens and charges set forth in this Declaration.

1.5 “**Declarant**” means Pulte Home Company, LLC, a Michigan limited liability company, and shall include those successors and assigns of Pulte Home Company, LLC, a Michigan limited liability company who acquire or hold title to any part or all of the Property for purposes of development and are expressly named as a successor Declarant to all or a portion of Declarant’s rights in an assignment of Declarant’s rights executed by Declarant or a successor Declarant, and recorded in the Official Records assigning the rights and duties of Declarant to such successor Declarant, and such successor Declarant accepts the assignment of such rights and duties. A successor Declarant shall also be deemed to include the beneficiary under any deed of trust securing an obligation from a then existing Declarant encumbering all or any portion of the Property, which beneficiary has acquired any such portion of the Property by foreclosure power of sale or deed in lieu of such foreclosure or sale.

1.6 “**Declarant Parties**” means Declarant and its partners, members or other principals and their respective officers, agents, employees, affiliated parent and subsidiary companies, successors and assigns, design centers, subcontractors, design professionals, engineers, inspectors and material suppliers who provided labor, services or materials to any portion of the Property.

1.7 “**Declaration**” means this Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Eagle Vista, and all amendments to this Declaration and any Supplementary Declarations as may be recorded, from time to time, in the Official Records.

1.8 “**Final Map**” means, collectively, the final maps covering the Property recorded in the Official Records, and any adjustments or corrections thereto.

1.9 “**Governmental Agency(ies)**” means any federal, state, county, city, local or municipal governmental entity(ies) or quasi-governmental entity(ies) or body(ies) (or any departmental agency(ies) thereof) exercising jurisdiction over a particular subject matter for any portion of the Property.

1.10 “**Governmental Requirements**” means all Applicable Laws, subdivision requirements, zoning restrictions, map conditions (including, without limitation, conditions of approval issued by the County for any portion of the overall Property), and all other requirements (including all requirements to have or to obtain permits) of any Governmental Agencies.

1.11 “**Hazardous Materials**” means any substance, material or other thing regulated by or pursuant to any Applicable Laws by reason of its potential for harm to human health or the environment, or because of its flammability, toxicity, reactivity or corrosiveness.

1.12 “**Homeowner Maintenance Manual**” means the manual which may be prepared by Declarant or its consultants and provided to each Owner specifying obligations for maintenance of the Lots and Residences by the Owners, as updated and amended from time to time.

1.13 “**Improvements**” means all structures and appurtenances thereto of every kind, including, without limitation, Residences, and all modifications to the exterior of a Residence, accessory buildings, walkways, awnings, shades, screens, including materials used to screen recreational and other vehicles parked on a Lot, screen doors, skylights, room additions, garages, pavement, private driveways, fences, side yard and rear yard fences, retaining walls, patios and patio covers, pools, spas, basketball standards and other recreational facilities and equipment, irrigation equipment and all related facilities, exterior air conditioning units, streetscapes, antennas and related facilities, exterior lighting, water softening equipment, hedges, trees and other landscaping which can grow to a height in excess of any perimeter fence or wall of the Property.

1.14 “**Lot**” means a plot of land which is separately numbered and shown on the Final Map, which is designed and intended for the construction of one (1) single-family Residence related Improvements.

1.15 “**Maintenance Obligations**” means each Owner’s obligations to perform: (a) all reasonable maintenance consistent with the terms of the Homeowner Maintenance Manual, any maintenance obligations and schedules in any warranty offered by Declarant or any manufacturer, and any maintenance obligations and schedules otherwise provided by Declarant or any manufacturer; (b) all commonly-accepted maintenance practices to prolong the life of the materials and construction in the Residence, as updated and amended from time to time; and (c) the maintenance obligations set forth in this Declaration.

1.16 “**Master Dispute Resolution Declaration**” means any Master Dispute Resolution Declaration executed by Declarant which is recorded in the Official Records against any portion of the Property. References to the Master Dispute Resolution Declaration include any subsequently recorded amendments or supplements thereto. There may be more than one (1) Master Dispute Resolution Declaration at any given time, each may apply to different Lots. The Master Dispute Resolution Declaration recorded in the Official Records constitutes a part of this Declaration and is incorporated herein by this reference as though set forth in full herein. A copy of the Master Dispute Resolution Declaration can be obtained from the County Recorder of Riverside County.

1.17 “**Official Records**” means the Office of the County Recorder of the County where the Property is located.

1.18 “**Outdoor Improvements**” means all exterior changes or Improvements such as landscaping, hardscaping, trellises, patio covers, decks, spas, room additions, changes in grading or elevation and other similar Improvements by an Owner other than Declarant.

1.19 “**Owner**” means the record owner, whether one or more persons or entities, including Declarant, of any Lot, excluding those having such interest merely as security for the performance of an obligation.

1.20 “**Property**” means all of the real property described on **Exhibit “A”** of this Declaration and any portion of the Annexable Property which is hereafter annexed and made subject to this Declaration.

1.21 “**Residence**” means the individual dwelling (including the garage and any other appurtenant Improvements) which is constructed upon a separate Lot and which is designed and intended for use and occupancy as a single-family residence.

1.22 “**Storm Drain Easement Area**” means that portion of certain Lots over which Riverside County Flood Control shall have an easement for the construction and maintenance of flood control facilities located in the Storm Drain Easement Area as shown on the Final Map and any other Storm Drain Easement Area identified in a Supplementary Declaration.

1.23 **“Supplementary Declaration”** means those certain Supplementary Declarations or similar instruments, which may be recorded by Declarant without the consent of any Owner while Declarant owns any portion of the Property or Annexable Property to do any of the following: (a) annex all or a portion of the Annexable Property to this Declaration or designate Lots as a phase; (b) de-annex any portion of the Property prior to conveyance to an Owner; (c) prior to Annexation, delete any portion of the Annexable Property from the description of the Annexable Property attached to this Declaration; (d) make modifications or adjustment to the description of the Annexable Property to reflect Declarant’s development plan or any lot line adjustments, parcel maps and final subdivision maps and/or conditions or requirements imposed by Governmental Agencies; (e) make such other complementary additions and/or modifications necessary to reflect the different character of the Annexable Property; (f) impose additional covenants and restrictions on the Annexable Property; (g) conform this Declaration or any previously recorded Supplementary Declarations to Governmental Requirements; and/or (h) make corrections or modifications to the provisions of this Declaration or previously recorded Supplementary Declaration(s), including but not limited to exhibits attached thereto.

ARTICLE 2
GENERAL PLAN OF DEVELOPMENT AND DECLARANT’S RIGHTS

2.1 **Limitations of Restrictions.** Declarant is undertaking the work of developing Lots and other Improvements within the Property. The completion of the development work and the marketing and sale, rental and other disposition of the Lots is essential to the establishment of the Property as a residential community. In order that the work may be completed, nothing in this Declaration shall be interpreted to deny Declarant the rights set forth in this Article.

2.2 **Rights of Access and Completion of Construction.** Declarant shall have the rights set forth below.

2.2.1 **Access.** Declarant shall have the right to do within any Lot owned by it whatever is reasonably necessary or advisable in connection with the completion of the Property and the marketing and maintenance thereof.

2.2.2 **Construct Improvements.** Declarant shall have the right to erect, construct, install, modify or remove and maintain within any Lot owned by it such Improvements, as Declarant may in its sole discretion deem appropriate, establish the Property as a residential community and dispose of the Property or other community or project owned by Declarant by sale, lease or otherwise, as determined by Declarant in its sole discretion and to perform or complete any work to Improvements required for Declarant to obtain a release of any bonds posted by Declarant with the County.

2.3 **The Property.** The Property is planned to be improved with single-family detached Residences, but Declarant makes no representation that the Property will be developed as proposed.

2.4 **Rights to Change Size and Appearance of the Property.** Declarant shall not be prevented from increasing or decreasing the number of Lots that may be annexed to the Property or from changing the exterior appearance of Improvements or any other matter directly or indirectly connected with the Property in any manner deemed desirable by Declarant, if Declarant satisfies the applicable Governmental Requirements, provided that to the extent any of such changes causes a deviation from the conditions of approval issued by the County for any portion of the Property and/or constitutes a material change to the Improvements or the Property as approved by the County, then such change shall be subject to the prior written consent of the Planning Department of the County of Riverside or the County’s successor-in-interest.

2.5 **Marketing Rights.** Nothing in this Declaration shall limit, restrict, abridge or control in any manner whatsoever the right of Declarant, its agents, representatives and employees, and Declarant’s successors and assigns, to do any of the following:

2.5.1 maintain and operate model homes, advertising, sales or leasing office(s) upon any Lot owned by Declarant and conduct such advertising activities as Declarant deems necessary;

2.5.2 post and display from any Lot owned by Declarant any sign, flag, banner, billboard and other advertising and promotional devices which Declarant may, in its sole discretion, deem appropriate, irrespective of size, color, shape or materials of such items;

2.5.3 conduct any commercial activity upon any Lot owned by Declarant which reasonably relates to the development, marketing, leasing or sales of the Property, and other real property owned and controlled by Declarant; and

2.5.4 park vehicles upon any Lot owned by Declarant or any street in the Property.

Furthermore, nothing in this Declaration shall limit the right of Declarant to establish additional licenses, easements and rights-of-way in favor of Declarant, utility companies or others as Declarant, in its sole discretion, deems appropriate for the development of the Property. The foregoing rights established and reserved by Declarant shall be subject only to Applicable Laws.

2.6 **Alterations to Map.** At any time within three (3) years after the date that the first Lot is conveyed to an Owner other than Declarant, the boundaries of any Lot may be altered by a lot line adjustment or other change reflected on a subsequently recorded record of survey, parcel map, Final Map or amended Final Map, provided that the altered boundaries are approved by Declarant and all Owners of the Property involved in the boundary adjustment. Declarant may, in its sole discretion, make minor changes to the number of Lots then owned by Declarant in the Property. An alteration shall be effective upon recordation of the record of survey or map and, upon such recordation, the boundaries of the affected Lots shall be altered for purposes of this Declaration to conform to the boundaries as shown on the record of survey or Final Map.

2.7 **Supplementary Declaration.** A Supplementary Declaration may be recorded by Declarant at any time for any of the purposes for which a Supplementary Declaration may be recorded as described in **Section 1.23** (Supplementary Declaration) without the consent of any other Owner.

2.8 **Power of Attorney.** Each Owner, by accepting a deed to a Lot, shall be deemed to have (a) agreed and acknowledged that the Owners own no interest in the Annexable Property which may be developed, if at all, by Declarant in its sole and absolute discretion, and (b) irrevocably appoints Declarant, for so long as Declarant owns all or any portion of the Annexable Property, as its Attorney-in-Fact, to prepare, execute, acknowledge and record any Final Map for all or any portion of the Property or Annexable Property regardless of whether Declarant owns any interest in the property which is the subject of such parcel map, Final Map or amended Final Map. 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 described in this Section.

ARTICLE 3 OWNERSHIP AND EASEMENTS

3.1 **Ownership.** Title to each Lot shall be conveyed in fee to an Owner. Ownership of each Lot shall include any exclusive or non-exclusive easement or easements appurtenant to such Lot which are of record or apparent, including without limitation, the easements described in this Declaration, the Final Map and the deed to the Lot.

3.2 **Easements for Encroachments.** Declarant hereby creates and reserves for itself, and its successors and assigns, and grants to each Owner valid easements appurtenant to each Lot on, over and across contiguous Lots for the purposes of accommodating any natural movement or settlement of common walls or fences and appurtenant foundations and footings, and for minor engineering errors,

errors in construction, reconstruction, repair, support and accommodation of any portion of said common walls and fences and for the maintenance thereof. The rights and obligations of an Owner shall not be altered in any way by such encroachment, settlement or shifting.

3.3 Easements for Utilities. The rights and duties of the Owners with respect to utility easements shall be governed by the provisions set forth below.

3.3.1 Utility Easements Shown on Final Map or Otherwise of Record. Easements have been or will be created and reserved on the Final Map or in other recorded instruments for the construction, installation, maintenance, operation, repair and replacement of electric, telephone, cable television (or CATV service), water, gas, sanitary sewer and drainage facilities ("**Utility Facilities**").

3.3.2 Maintenance of Utility Facilities. Each Owner shall maintain those Utility Facilities located upon such Owner's Lot which are not maintained by the respective utility company or agency or any third party easement holder.

3.3.3 Entry Rights. Wherever Utility Facilities are installed within the Property and it becomes necessary to gain access to such Utility Facilities through a Lot owned by someone other than the Owner of the Lot served by said Utility Facilities, the Owner of the Lot served by said Utility Facilities shall have the right, and is hereby granted an easement only to the extent reasonably necessary, and only upon prior notice, except in the case of an emergency, in which case notice will be required to be given as soon as reasonably practical under the circumstances, to enter upon such other Lot or to have the utility companies enter upon such other Lot to repair, replace and generally maintain said Utility Facilities.

3.4 Easements for Drainage. There are hereby created, granted and reserved nonexclusive easements appurtenant to each Lot for drainage according to the patterns for drainage created by the grading plans for the Property which have been reviewed and approved by the County, as well as according to the actual, natural and existing patterns for drainage.

3.5 Easements for Construction, Sales and/or Leasing. Declarant hereby reserves nonexclusive easements for access, ingress and egress on, over under, through and across the Property as necessary to construct the Residences and all other Improvements within the Property, and to carry on normal sales or leasing activity, including, without limitation, the operation of model homes and sales or leasing offices, and the display of promotional signs, banners, flags, balloons and exhibits and other promotional activities in connection with the sale or lease of Lots in the Property or for other projects being marketed and sold by Declarant.

3.6 Easements for Common Walls and Fences. There are hereby created, granted and reserved nonexclusive easements appurtenant to each Lot for the placement and maintenance of all common walls or fences, where such walls or fences were originally installed by Declarant, regardless of whether such walls or fences are located precisely upon the boundary separating two (2) Lots. Those Owners who have a common wall or fence which adjoin their Lots and effectively creates the boundary line between such Lots shall equally have the right to use such wall or fence, and each shall have the exclusive right to the use of the interior surface of the wall or fence facing such Owner's Residence. No Owner shall drive nails, screws, bolts or other objects more than half way through any common wall or fence, interfere with the adjacent Owner's use and enjoyment of the common wall or fence, or impair, in any way, the structural integrity of the common wall or fence. In the event that any portion of such wall or fence, except the interior surface of one (1) side, is damaged or injured from any cause, other than negligence or willful the act or omission of either party, it shall be repaired or rebuilt at the Owners' joint expense. Where damage to the wall or fence as caused by the negligence or willful acts or omissions of one party, the general rules of law regarding party walls and liability for property damage shall apply. Each Owner shall be solely responsible for maintaining the interior surfaces of the party wall or fence facing such Owner's Residence. In addition each Owner who has a retaining wall on or adjoining their Lot shall keep clear the weep holes or pipes in such retaining wall and shall not remove any compacted soil from the vicinity of the retaining wall or remove or modify the retaining wall.

3.7 Easements for Cluster Mailboxes. To the extent any cluster mailboxes serving the Community are installed by Declarant or the United States Postal Service on a Lot, Declarant hereby reserves to itself and grants to the Owners, non-exclusive easements for the use, repair and replacement of the mailboxes by the Owners of the Lots serviced by such cluster mailbox.

3.8 Easements for Storm Drain Purposes. There are easements in favor of Riverside County Flood Control over the Storm Drain Easement areas. The Owner of a Lot in a Storm Drain Easement Area is subject to the restrictions imposed by the easement covering such area and may not obstruct or place items within such area without the prior consent of the County or Eastern Municipal Water District.

3.9 Amendment to Eliminate Easements. Any attempt to modify or eliminate this **ARTICLE 3** (Ownership and Easements) shall require the prior written approval of Declarant, so long as Declarant is the Owner of a Lot or any of the Annexable Property. Failure to gain such prior written approval shall render any such amendment void and without legal effect.

ARTICLE 4 **USE RESTRICTIONS**

4.1 Declarant. Other than as may be required to comply with Applicable Laws, none of the restrictions set forth in this **ARTICLE 4** (Use Restrictions) shall apply to Declarant.

4.2 Residential Uses. Each Residence shall be used as a private dwelling and for no other purpose. No business, commercial, manufacturing, mercantile, storage, vending or industrial operations of any kind shall be conducted in or upon any Lot or within any Residence. Notwithstanding the foregoing, this Section shall not preclude activities which do not create any external evidence thereof, including, without limitation, any increased impact on parking, provided that such activities are conducted in conformance with all Applicable Laws and are merely incidental to the use of the Residence as a single family dwelling.

4.3 Prohibited Dwelling Structures. Unless otherwise required under Applicable Laws, at no time shall any garage, basement, attic, outbuilding, tent, shack, shed, trailer, camper, motorhome, boat or structure of any kind be constructed within the Property, except for the one (1) Residence constructed upon each Lot, be used as a dwelling. Notwithstanding the foregoing, to the extent that Applicable Laws require that an Owner be allowed to convert a garage, or a portion thereof, to living areas, including without limitation the construction or conversion of space into an accessory dwelling unit or junior accessory dwelling unit, as defined in California Government Code Section 65852.2 and 65852.22, respectively (collectively, an "ADU"), such conversion shall only be allowed to the minimum extent required under Applicable Laws, so as to maximize the ability to utilize the garage for the parking of vehicles inside the garage.

4.4 Installation and Maintenance of Landscaping. Subject to the provisions set forth in this Declaration regarding architectural and landscaping approval, each Owner shall, at such Owner's own cost and expense, maintain such Owner's Lot in a neat, clean, safe and attractive condition at all times, in accordance with the Maintenance Obligations, so as to preserve the aesthetic quality of the Property. Each Owner shall be responsible for the maintenance and upkeep of landscaping and irrigation within all portions of such Owner's yard. Yards shall be maintained free of all weeds, rubbish, trash and debris at all times. Plans and specifications, including the nature, type and kind of all proposed landscape and irrigation Improvements, and the dimensions thereof, must be submitted to Declarant for approval, in accordance with **ARTICLE 6** (Architectural Approval) of this Declaration. Each Owner shall install landscaping on any portion of the Owner's yard not landscaped by Declarant within twelve (12) months following the conveyance of such Lot from Declarant to an Owner. As required by the County, the use of water-intensive landscaping is prohibited and each Owner shall use low water use landscaping pursuant to the provisions of County Ordinance No. 859, as adopted and any amendments thereto.

4.5 Drainage. Each Owner covenants and agrees not to obstruct or otherwise interfere with the concrete drainage swales, yard drains, catch basins and other area drains and related facilities (collectively, "**Drainage Facilities**") installed by Declarant pursuant to the approved grading plans for the Property, nor shall such Owner obstruct, redirect, alter or otherwise interfere with, in any manner whatsoever, the established drainage patterns for such Lot, or regrade or otherwise reconstruct such Owner's Lot in any manner which will result in the alteration of the established drainage pattern or in any way redirect, impede or otherwise impair the flow of drainage waters across such Owner's Lot without obtaining the proper permits or approval by the County for such Improvements. Each Owner shall regularly inspect and, if necessary, clean out any Drainage Facilities located on such Owner's Lot. If it is necessary to alter said drainage pattern for the protection and use of such Owner's Lot, the Owner will make adequate provisions for proper drainage in accordance with the appropriate governmental grading ordinance. Any alterations to any of the Drainage Facilities shall be subject to the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.

4.6 Signs. Subject to the provisions of California Civil Code Sections 712 and 713, as the same may be amended from time to time, no sign of any kind shall be displayed to the public view on or from any Lot, except (a) one (1) "for sale," "for lease" or "for exchange" sign of reasonable size on any Lot, which shall be permitted to include directions to the Lot, the Owner's or agent's name, and the Owner's or agent's address and telephone number; (b) one (1) sign indicating that the Lot (and Residence) is protected by a security alarm system; and (c) noncommercial signs permitted by California Civil Code Section 4710. All signs permitted under this Section shall conform to all Applicable Laws.

4.7 Animals. No animals, fowl, reptiles, poultry, fish or insects of any kind ("**animals**") shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable numbers nor in violation of any applicable local ordinance or any other provision of this Declaration. As used herein, "unreasonable numbers" shall mean any number in excess of the maximum number of animals of a particular kind permitted by the County to be kept and maintained on a Lot. Animals belonging to Owners, occupants or their licensees, tenants or invitees must be either kept within an enclosure, an enclosed yard or on a leash or other restraint being held by a person capable of controlling the animal. Furthermore, to the extent permitted by law, each Owner shall be liable to each and all other Owners, their families, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by an Owner or by members of such Owner's family, tenants or invitees. It shall be the absolute duty and responsibility of each such Owner to clean up after such animals.

4.8 Post Tension Slabs. The concrete slab for the Residences will be reinforced with a grid of steel cables which were installed in the concrete and then tightened to create very high tension. This type of slab is commonly known as a "Post Tension Slab." Cutting into a Post Tension Slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Residence and/or personal injury. By accepting a deed to a Lot, each Owner specifically covenants and agrees that: (a) such Owner shall not cut into or otherwise tamper with any Post Tension Slab; (b) such Owner shall not knowingly permit or allow any person to cut into or tamper with the Post Tension Slab, (c) such Owner shall disclose the existence of the Post Tension Slab to any tenant, lessee or subsequent purchaser of the Lot; and (d) such Owner shall indemnify and hold Declarant Parties free and harmless from and against any and all claims, damages, losses, or other liability (including attorneys' fees) arising from any breach of this Section.

4.9 Windows. No window in any Residence shall be covered, in whole or in part, inside or outside, with aluminum foil, newspaper, reflective tint or paint or any other material reasonably deemed inappropriate for such use by Declarant; provided, however, that an Owner may use plain white or other neutral colored sheets to cover windows for a period not to exceed six (6) months after the close of escrow pending the installation of drapes, curtains, shutters, blinds or other appropriate interior window coverings.

4.10 Nuisances. No Owner shall commit or permit any nuisance within the Property or commit or suffer any illegal act to be committed thereon. No noxious activities or excessive noise shall be permitted within the Property.

4.11 Compliance With Applicable Laws. Each Owner shall comply with all Applicable Laws.

4.12 Exterior Painting. No Owner shall paint the exterior of the Owner's Residence or any other exterior Improvements within unless the paint color is consistent with the applicable code standards and in substantial conformance with the original design so that the Residence is architecturally and aesthetically compatible with the surrounding color scheme of the Property.

4.13 Repair and Reconstruction. In the event of damage or destruction to a Residence or other portion of a Lot ("**Damaged Improvement(s)**"), the Owner shall promptly, after the damage or destruction: (a) commence to restore, repair, rebuild or reconstruct such Damaged Improvement(s) and diligently pursue such reconstruction to completion; or (b) clear such Owner's Lot and maintain the same clear of all debris, weeds, rubbish and other unsightly and unsafe materials. If the Owner elects to rebuild, all repairs and restoration shall be completed in a good and workmanlike manner, consistent with Governmental Requirements and in substantial conformance with the original design so that the Residence is architecturally and aesthetically compatible with surrounding Improvements. To the extent any repair or restoration causes a deviation from the conditions of approval issued by the County for any portion of the Property and/or constitutes a material change to the Improvements or the Property as approved by the County, such repair or restoration shall be subject to the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.

4.14 Parking and Vehicular Restrictions. None of the following (collectively "**Prohibited Vehicles**") shall be parked, stored or kept on the Property, except wholly within a Lot's enclosed garage, and then only if the garage door is capable of being fully closed with the Prohibited Vehicle located within the garage: bus, aircraft, inoperable vehicle; or any vehicle or vehicular equipment constituting a nuisance. Prohibited Vehicles shall not be allowed in any driveway or other exposed parking areas within the Property, except for the purposes of loading, unloading, making deliveries or emergency repairs ("**Transitory Use**"), provided that no Transitory Use shall extend over more than seventy-two (72) hours during any seven (7) consecutive days. Notwithstanding the foregoing, the streets providing access to the Property are public streets which are outside of the jurisdiction of Declarant and may be controlled only by the County. No Owner shall park, store or maintain a recreational vehicle (including, without limitation, any camper unit, motorhome, trailer, boat trailer, or similar vehicle), within the Property unless such vehicle is parked along the side of, or in the rear of, a Lot and is reasonably screened from view of all adjacent Lots. Garages shall be used only for parking and storage of vehicles, and shall not be used for living or business purposes, unless such uses are otherwise required to be allowed under Applicable Laws, including without limitation any right of Owner to convert such space into an ADU under Applicable Laws. Garage doors shall be kept closed at all times, except as reasonably required for ingress to and egress from the garage.

4.15 Antennae and Satellite Dishes. No Owner shall install any antenna, satellite dish, or other over-the-air receiving device that is of a size larger than is permitted under Title 47 U.S.C. §§ 1 et seq., 47 CFR § 1.4000 and any other Applicable Laws or rules or decisions promulgated with respect thereto.

4.16 Leasing. No Owner shall be permitted to rent or lease such Owner's Lot for transient or hotel purposes, or for a period of less than thirty (30) days. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of this Declaration, and that any failure by the tenant or lessee to comply with the terms hereof shall constitute a default under such agreement.

4.17 Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral

excavations or shafts be permitted upon the surface of any Lot. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained or permitted upon any Lot.

4.18 Unsightly Articles. No unsightly articles, including woodpiles, garbage cans, storage boxes, tools and equipment shall be permitted to remain on any portion of a Lot which is visible from any street or from any other Lot within the Property, unless such items are obscured from view by a fence or other appropriate screen. There shall be no exterior drying or laundering of clothes or any other items, except that backyards may be used for clotheslines or drying racks provided that such laundering apparatuses are not visible at street level from outside of the Lot. All garbage cans put out for collection shall be exposed to the view of neighboring Lots for only a reasonable period of time.

4.19 Hazardous Materials. Any Hazardous Materials within the Property shall be disposed of in compliance with Applicable Laws. Owners are encouraged to consult with the Governmental Agencies and the refuse hauler in the area of the Property concerning the proper disposal of any Hazardous Material. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, anti-freeze, solvents, paints, paint thinners, wood preservatives and other such fluids shall not be discharged into any public street or any storm drain or storm-water conveyance system within the Property. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers and other such chemical treatments shall meet Federal, State, and County requirements as prescribed in their respective containers. Owners shall indemnify, defend and hold harmless any other Owner, including Declarant and Declarant Parties, and any other Owner's tenants and invitees, from all damages, losses, causes of action, liabilities, costs and expenses, including remedial costs and attorneys' fees incurred or sustained in connection with any damage, or damage resulting from Hazardous Materials kept, maintained or released on the Property.

4.20 Reduction of Pollutants in Storm Water.

4.20.1 Generally. Each Owner acknowledges that water that enters a storm drain may flow directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that impairment of the water quality may have an impact on the environment. Accordingly, the National Pollutant Discharge Elimination System ("NPDES"), the Federal Clean Water Act, and the policies and ordinances of the State Water Resources Control Board and the Regional Water Quality Control Board prohibit discharging anything other than surface runoff and drainage associated with storm events and snow melts into storm drainage systems, including gutters and streets which drain into storm drains. Disposal of pollutants and materials into a storm drain system may result in significant penalties and fines. Owner may be responsible for any activities by Owner's contractors (e.g., painters, landscapers, or others etc.) who dispose of pollutants from Owner's Lot into a storm drain system. Discharges of water associated with landscape irrigation, lawn watering, dechlorinated swimming pool discharges and noncommercial washing of vehicles in residential zones shall be made only in accordance with all Applicable Laws.

4.20.2 Storm Water Pollution Prevention Best Management Practices. To comply with the requirements of the County in connection with the storm-water pollution prevention best management practices, each Owner agrees that it will, at all times, maintain all Improvements on Owner's Lot in a clean, safe and attractive condition, free and clear of any and all debris. All landscaping shall be maintained by an Owner in a manner that will prevent soil erosion and minimize sediment transport. If Declarant has installed any erosion protection devices (e.g., sandbags) an Owner shall not remove such devices unless and until all landscaping has been installed on a Lot, and has sufficiently grown so as to prevent soil erosion and transport of any sediment. All trash and recycling receptacles on an Owner's Lot shall be covered and closed at all times and shall be stored in the garage or fenced yard. Each Owner of a Lot is obligated to comply with any storm-water pollution prevention best management practices implemented from time to time by the Governmental Agencies. Each Owner shall cause all treatment control best management practices devices located on such Owner's Lot to be inspected, and if required, cleaned no later than October 15 each year.

4.20.3 Right of Entry. Declarant and Declarant's agents and employees shall have the right to enter upon any Lot (other than the interior of the Residence situated thereon) to perform the

Maintenance Obligations required to be performed by the Owner to the extent required under this **Section 4.20** (Reduction of Pollutants in Storm Water). This right of entry by Declarant shall continue until Declarant's notice of termination is approved by the Regional Water Quality Control Board and the State Water Resources Control Board.

4.20.4 Indemnification. An Owner who does not comply with the storm-water requirements described above shall indemnify, defend and hold harmless the County, any other Owner, Declarant, Declarant Parties and such Owner's tenants and invitees, from all damages, losses, fines, penalties, causes of action, liabilities, costs and expenses, including, without limitation, remedial costs and attorneys' fees resulting directly or indirectly any noncompliance with such storm-water runoff requirements or from the Owner's failure to maintain the Owner's Lot pursuant to the terms set forth in this Section and any Applicable Laws.

4.21 Water Supply and Water Softener Systems. No individual water supply or water softener system, nor any sewage disposal system shall be permitted on the Property unless such system is designed, located, constructed and equipped in accordance with Governmental Requirements.

4.22 Solar Energy Systems. In connection with the residential development of the Property, Declarant may offer fixed devices, structures or devices or structures that are used primarily to transform solar energy into thermal, chemical or electrical energy including roof-integrated photovoltaic roof tiles, roof-mounted panels or other roof-mounted devices that collect solar energy and generate energy by exposure to the sun (collectively "**Solar Energy System**"). The generation of energy will be reduced or even eliminated if trees, shrubs and other landscaping which can grow to a height in excess of any perimeter fence or wall of the Property ("**Landscaping**") or if structures, including but not limited to room additions, patio structures/covers and play structures which have a height in excess of any perimeter fence or wall of the Property ("**Structures**") are allowed to cause shading of the fixed devices within a Solar Energy System which are designed to collect solar energy. For purposes of this Declaration, the term "**Solar Collection Devices**" shall mean all fixed devices within a Solar Energy System on a Lot which are designed to collect solar energy and the term "**Potential Shading Improvements**" shall mean all Landscaping and Structures on a Lot. For optimal operation and efficiency it is essential that the Solar Collection Devices have direct access to sunlight. To increase the potential for optimal operation of the Solar Energy Systems, Declarant desires to establish certain restrictions to limit certain obstructions to the Solar Collection Devices.

4.22.1 Shading Restrictions. The restrictions set forth in this **Section 4.22** (Solar Energy Systems) are collectively referred to in this Declaration as the "**Shading Restrictions**".

(a) **Structures.** No Owner shall allow any Structures to be installed within the Owner's Property, which cast or may at any time in the future cast a shadow over greater than ten percent (10%) of the Solar Collection Devices located on a neighboring Lot subject to this Declaration at any one time between the hours of 10 a.m. and 2 p.m. local standard time or which otherwise is not in conformance with the requirements set forth in **Exhibit "C"** ("**Prohibited Shading**"). Before constructing or installing any Structure on a Lot, the Owner of such Lot shall ensure all Potential Shading Improvements comply with this restriction. As provided in **Section 4.22.2(b)** (Declarant Exemption), below, this **Section 4.22.1(a)** (Structures) does not apply to Structures installed by Declarant.

(b) **Landscaping.** Owners shall not engage in any activity that is prohibited by the California Solar Shade Control Act (California Public Resources Code Sections 25980 *et seq.*), as it may be amended from time to time ("**Act**"). In addition, no Owner shall plant any Landscaping on any portion of the Owner's Lot that, at its generally-accepted mature height, will likely cause Prohibited Shading on Solar Collection Devices located on a neighboring Lot. Owners shall select tree species that at maturity will not cause Prohibited Shading. If there is a conflict between the Act and the restrictions set forth herein, the provisions that impose the greater restrictions on the shading of Solar Collection Devices shall control; nothing in the Shading Restrictions shall be interpreted to authorize any Landscaping to be planted or maintained in violation of any more restrictive provisions of the Act. As provided in **Section 4.22.2(b)** (Declarant Exemption), below, this **Section 4.22.1(b)** (Landscaping) does not apply to

landscaping installed by Declarant, provided that Declarant shall be subject to the applicable provisions of the Act.

4.22.2 Application of Restrictions.

(a) **Generally.** The Shading Restrictions shall **not** apply to any Prohibited Shading of Solar Collection Devices caused by Improvements that were installed or constructed in conformity with **Article 6** (Architectural Approval) prior to the installation of the Solar Collection Devices. Subject to **Section 4.22.2(b)** (Declarant Exemption), the Shading Restrictions shall apply to any Prohibited Shading of Solar Collection Devices caused by Potential Shading Improvements that were installed or constructed by an Owner other than Declarant after the installation of the Solar Collection Devices. The Shading Restrictions shall only apply to Solar Collection Devices installed in the locations prescribed in California Public Resource Code Section 25981(d).

(b) **Declarant Exemption.** Declarant is undertaking the work of developing the Property and the completion of the development is essential to the establishment and welfare of the Property. In order that the work may be completed and the Property established as a fully occupied residential community as rapidly as possible, the limitations on Structures established by **Section 4.22.1(a)** (Structures) shall not apply to Declarant, and, in addition, the limitations on Landscaping established by **Section 4.22.1(b)** (Landscaping) shall not apply to Declarant, provided that Declarant shall be subject to the applicable provisions of the Act.

4.22.3 Impact of Shading Restrictions. Depending upon the dimensions and topography of certain Lots, the Shading Restrictions may prevent or severely restrict: (a) the planting of any trees, or the planting of medium or large trees, in the yard area of the Lot; and (b) the installation of any upper-floor additions, roof-top structures or other tall Structures. For example, the planting of shade trees and the construction of upper-floor additions may be prohibited as a result of the Shading Restrictions. Also, the Shading Restrictions may have the foregoing impacts on Lots on which no Solar Energy Systems are installed or constructed.

4.22.4 No Restriction on Adjacent Property. In some cases the Lots encumbered by the Declaration may be adjacent to other real property that is not encumbered by this Declaration. In such cases, adjacent real property may only be subject to applicable laws including without limitation the Act. In such case, the Owners may only be subject to restrictions on Landscaping and not in the installation of Structures.

4.22.5 No Restrictions on Installation of Solar Energy Systems. Nothing in this Declaration shall be interpreted to restrict the right of any Owner to install or use any solar energy system on the Owner's Lot or Residence, in conformance with Applicable Laws, any applicable Supplementary Declaration and any other applicable covenants or restrictions. For this Declaration, a solar energy system is defined as stated in California Civil Code Section 801.5, as may be amended.

4.23 Roof Mounted Mechanical Equipment. Roof-mounted mechanical equipment shall not be permitted on a Residence or within the Property, however, solar equipment or any other energy saving devices shall be permitted with County Planning Department approval.

4.24 Off-Road Vehicles. Trail bikes, dune buggies, off-road vehicles and other similar powered apparatus shall not be operated within the Property for purposes such as, but not limited to, hill climbing, trail riding, scrambling, racing and riding exhibitions.

4.25 Roll-Up Garage Doors. All Residences shall have automatic roll-up garage doors.

4.26 No Easements for View Purposes; Disclaimer. Neither Declarant nor the employees or agents of Declarant, have made any representations whatsoever concerning the view, if any, that a particular Lot or other Improvement thereon will enjoy. There are no express or implied easements

whatsoever appurtenant to any Lot for view purposes, or for the passage of light and air across any other Lot or any real property not within the Property, regardless of whether such Lot is owned by Declarant. Each Owner, by accepting a deed to a Lot, hereby expressly acknowledges and agrees that walls and fences constructed by Declarant, and further construction, development and growth of landscaping, both within the Property and in the immediate vicinity of the Property may impair the view from such Owner's Lot, and each Owner hereby expressly consents to any such impairment.

ARTICLE 5 **MAINTENANCE**

5.1 Maintenance of Lots. Each Owner shall be responsible for and shall bear all costs of maintaining such Owner's Lot and all Improvements thereon. Each Owner shall be responsible for maintaining and keeping street trees, if any, in good condition at all times.

5.2 Performance of the Maintenance Obligations By Owner. Each Owner will perform and comply with the Maintenance Obligations and each Owner is further obligated to provide a copy of the Homeowner Maintenance Manual and other materials describing the Maintenance Obligations to any successors in interest and/or subsequent purchasers of such Owner's Lot.

5.3 Walls and Fences. Each Owner whose Lot, or portion thereof, is improved with a block wall or fence, or a combination thereof, which borders the perimeter of the Property, as required in the conditions of approval for the Property, shall be responsible for maintaining, repairing and replacing that portion of the block wall or fence in good condition and free from graffiti at all times. In addition, each Owner shall maintain all walls and fences on their Lot as set forth in **Section 3.6** (Easements for Common Walls and Fences) of this Declaration.

5.4 Drainage. Unless otherwise set forth in this Declaration, all drainage devices, including, without limitation, drainage swales and area drains, located on each Owner's Lot shall be maintained by said Owner free and cleared of any weeds, rubbish, mud, silt or other debris. In the event said Owner does not comply with this maintenance responsibility and the drainage devices impact the adjoining Lots, the Owner(s) of said Lot(s) is/are hereby granted a nonexclusive easement across the adjacent Lot as necessary to maintain, clear and repair the drainage devices to ensure proper drainage.

5.5 Maintenance by County of Riverside and Valley Wide Recreation and Park District. The Property subject to this Declaration does not include any open space lots. Open space lots 52 through 54 of Tract No. 31700-1 and lots 25 and 26 of Tract No. 33303, each as indicated on the Final Map located in the vicinity of the Property will be owned and/or maintained by the County of Riverside and/or Valley Wide Recreation & Park District, or its successor or assign. In addition, it is intended that lot 55 of Tract No. 31700-1, as indicated on the Final Map, located in the vicinity of the Property will be owned and/or maintained by Valley Wide Recreation & Park District, or its successor or assign as a park site.

ARTICLE 6 **ARCHITECTURAL APPROVAL**

6.1 Architectural Approval. Until the date which is the date of the conveyance of the last Lot in the Property to an Owner from Declarant, no Outdoor Improvements shall be installed upon a Lot until the plans and specifications therefore showing the nature, design, kind, shape, height, width, color, materials, and location ("**Plans**") have been submitted to and approved by Declarant in accordance with the procedures set forth in **Sections 6.2** (Submittal of Plans) and **6.3** (Architectural Approval – Review of Plans). To the fullest extent permitted by Applicable Laws, Declarant Parties shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any act, omission of negligence in connection with the approval, conditional approval or disapproval of Plans. Declarant may, in its discretion and at any time, waive its approval rights granted under this **ARTICLE 6** (Architectural Approval), subject to such terms and conditions as Declarant may impose.

6.2 Submittal of Plans. Any Owner desiring to install any Outdoor Improvement requiring Declarant's approval shall submit Plans to Declarant either: (a) by nationally recognized overnight courier with receipt for delivery, or (b) by United States certified or registered mail, postage prepaid, return receipt requested. All Plans for Outdoor Improvements requiring a County permit shall have been prepared by an architect, engineer or designer licensed or certified by the State of California, or by such other person, including an Owner, as may be approved in writing, by Declarant. The initial address, until otherwise changed, for submission of Plans to Declarant shall be the address for Declarant set forth in **Section 9.8** (Notices).

6.3 Architectural Approval - Review of Plans. No Outdoor Improvement shall be commenced by an Owner until the Plans have either been: (a) approved in writing by Declarant; or (b) deemed approved by Declarant pursuant to the procedures set forth below. Until receipt by Declarant of any information as may be required herein, Declarant may postpone review of any Plans submitted for approval. Any application submitted pursuant to the provisions of **Section 6.2** (Submittal of Plans) above shall be deemed approved, unless written disapproval or a request for additional information or materials by Declarant shall have been transmitted to the applicant within forty-five (45) days after the receipt by Declarant of all required materials.

6.4 Solar Energy Systems and Shading Certification. If any of the residences surrounding an Owner's Lot contain Solar Energy Systems, the Owner of the proposed Improvements shall consider whether the Improvements will result in a violation of the Shading Restrictions, including without limitation, whether any trees or shrubs have the potential to grow to a height that would result in a violation of the Shading Restrictions and the height of any other Improvements as described on the attached **Exhibit "C"**. In evaluating the impact of such proposed systems, the Owner must provide to Declarant certification from a landscape architect, architect, engineer, solar or other consultant otherwise acceptable to Declarant ("**Shading Certification**") that the proposed Improvement will not result in Prohibited Shading of existing Solar Collection Devices, and that the requirements set forth in **Exhibit "C"** have been met. Declarant shall be entitled to rely upon such Shading Certification and shall have no obligation to conduct any other independent review and shall have no liability to any Owner for any inaccuracies in the Shading Certification.

6.5 Submittal to County - Right of Declarant to Review Changes. Upon obtaining the written approval of Declarant, the Owner shall thereafter submit Plans to the appropriate Governmental Agency, if the proposed Outdoor Improvements require the issuance of a building permit or other approval. If the approvals of the Governmental Agency are not obtained or the Outdoor Improvements are not installed within six (6) months from the date of approval by Declarant, Declarant shall have the right, but not the obligation, to review all previously-approved Plans. In addition, if the Governmental Agency requires modifications to the Plans previously approved by Declarant, the Owner shall submit to Declarant all such modifications and Declarant shall have the right, but not the obligation, to review and to impose further conditions on the modified Plans.

6.6 Approval of Governmental Agency. Approval of any Outdoor Improvement by Declarant shall not be construed to warrant or represent in any way that the Outdoor Improvement meets Governmental Requirements. Similarly, approval of any Outdoor Improvement by the Governmental Agency shall not be construed to constitute approval of such Outdoor Improvement by Declarant.

6.7 Conflicts Between Governmental Requirements and Declarant Requirements. In the event of any conflict in the Governmental Requirements and Declarant's requirements for the proposed Outdoor Improvements, the more restrictive requirements shall be controlling. Nothing herein shall limit Declarant from imposing requirements which are more restrictive than requirements imposed by any Governmental Requirements.

6.8 Construction of Improvements. Any work approved pursuant to this Article shall be performed in accordance with the provisions set forth below:

6.8.1 Performance of Work. Except in the case of an emergency, all work shall be performed during reasonable daylight hours. All persons performing such work shall use their best efforts to minimize the duration of the work and the inconvenience to other Owners. All work shall be performed in a neat and orderly manner, and all reasonable safety precautions shall be taken during the performance of such work.

6.8.2 Indemnification. The Owner of any Lot upon which any work for any Improvement is being performed shall save, indemnify, protect, defend and hold harmless Declarant, Declarant Parties and every other Owner from and against any and all liability arising out of or otherwise resulting from any negligent or intentional act or omission relating to the performance of such work.

6.9 Approval Not Waiver; Enforcement. The approval or disapproval by Declarant of any Plans for Outdoor Improvements shall not be deemed to constitute a waiver by Declarant of its right to object to, or approve of, the same features or elements embodied in Plans submitted for approval for use on any other Lot.

6.10 Non-Liability for Approval. If Declarant approves any Plans, such approval only constitutes approval of the architectural design and does not constitute approval of: (a) engineering design; (b) compliance with Applicable Laws; (c) compliance with regulations of any public utility; or (d) any easements or other agreements affecting the applicable Lot. By approving such Plans, Declarant assumes no liability or responsibility therefor, or for any defect in any Outdoor Improvement, or for any obstruction or impairment of view caused or created as a result of any Outdoor Improvements. Each Owner, by acceptance of a deed to a Lot, agrees: (i) that Declarant shall not be responsible for any damages or injuries that may result from the installation or maintenance of Outdoor Improvements by such Owner; and (ii) to indemnify and hold Declarant Parties harmless from and against any and all liabilities, claims, damages, costs, losses, proceedings, and causes of action, including, without limitation, attorney's fees, arising from such Owner's construction, installation, demolition, repair or use of Outdoor Improvements.

6.11 Owner Acknowledgement. Each Owner understands and, by acceptance of a deed to a Lot, acknowledges that this Declaration does not provide for the formation or maintenance of an architectural review committee of homeowners in the Property. The formation of such a committee would require an amendment to this Declaration. Each Owner further understands and, by acceptance of a deed to a Lot, acknowledges that the Property is not considered to be a common interest development, as more particularly defined in California Civil Code Sections 4000 *et seq.* Consequently, if an amendment to this Declaration is made for the establishment of an architectural review committee by the Owners, any Owner who serves as a member of such architectural review committee is not protected under any liability insurance or directors' and officers' insurance coverage that might customarily be purchased by a homeowners association in a common interest development, nor are such committee members indemnified from and against any loss, cost, liability and expense that may be imposed upon such members in connection with any claim, action, suit or proceedings, or threat thereof, made or instituted, in which such members may be made a party by reason of an action alleged to have been taken or omitted as a member of such architectural review committee.

ARTICLE 7 ENFORCEMENT

7.1 Enforcement Rights. Except as otherwise specifically set forth in **Section 7.5** (Disputes with Declarant) below, the County, Declarant and any Owner of any Lot shall have the right, but not the obligation, to enforce, by proceedings at law or in equity, any or all of the Covenants imposed by this Declaration, including, without limitation, the right to prosecute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of said Covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation. The failure of the Governmental Agencies, Declarant or any Owner to enforce any of the Covenants shall not constitute a waiver of the right to enforce the same thereafter.

7.2 Violation of Covenant Deemed Nuisance. The result of every act or omission whereby any of the Covenants are violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by Declarant or by any Owner.

7.3 Remedies Are Cumulative. The remedies herein provided for breach of the Covenants shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

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

7.5 Disputes with Declarant.

7.5.1 Defined Terms. For purposes of **Section 7.5** (Disputes with Declarant), the following terms shall have the meanings set forth below.

(a) "**AAA**" refers to the American Arbitration Association. Should the American Arbitration Association cease to exist as such, then all references to AAA shall be deemed to refer to its successor and in the event of no successor, the parties shall agree to an alternative arbitrator or have a court appoint a new arbitrator whose experience and training in construction arbitration is similar to that of an American Arbitration Association-trained arbitrator.

(b) "**Claim**" means any Construction Defect Claim or Other Claim.

(c) "**Claim Process**" means the pre-litigation process for the resolution of Claims as described in Article 4 of the Master Dispute Resolution Declaration.

(d) "**Construction Defect Claim**" means any claim, issue or controversy, whether or not the claim, issue or controversy is governed by or subject to the Right to Repair Act or is based upon common law, that arises from or is related in any way to any alleged deficiencies in construction, design, specifications, surveying, planning, supervision, testing, or observation of construction, including, but not limited to, any alleged violation of the standards set forth in California Civil Code Sections 895 through 897, inclusive of the Right to Repair Act.

(e) "**Dispute**" means any claim, issue or controversy that arises from or is related in any way to (i) the Property, (ii) any Lot, and/or (iii) the relationship between any Owner and Declarant, whether contractual, statutory or in tort, including, but not limited to, claims, issues or controversies that arise from or are related to the purchase, sale, condition, design, construction or materials used in construction of any portion of the Property or any Residence, the agreement between Declarant and Owner to purchase the Residence or any related agreement, the Limited Warranty, disclosures, or alleged deficiencies in construction, design, specifications, surveying, planning, supervision, testing, or observation of construction related to Improvements within the Lot, including, but not limited to, the following: (a) a Construction Defect Claim; (b) an Other Claim; (c) any disagreement as to whether a Construction Defect Claim has been properly repaired; (d) any disagreement as to the value of repairing damages which are the subject of a Construction Defect Claim; (e) the cost of repairing damage caused by the repair efforts, the cost to remove or replace an improper repair, and any alleged relocation expenses, storage expenses, lost business income, investigation costs and all other fees and costs recoverable by contract or statute as a result of a Construction Defect Claim; and (f) any disagreement concerning the timeliness of Declarant's performance or an Owner's notification under the Limited Warranty or the Claim Process.

(f) "**Limited Warranty**" means the California Transferable New Home Limited Warranty provided by Declarant to the Initial Owner of the Residence.

(g) "**Other Claim**" means a Dispute that does not involve a Construction Defect Claim.

(h) "**Right to Repair Act**" means Division 2, Part 2, Title 7 of the California Civil Code (Section 895 *et seq.*) as amended from time to time.

7.5.2 Dispute Resolution. Declarant has recorded a Master Dispute Resolution Declaration which sets forth the procedures that shall be used to resolve Disputes with Declarant for any Claims asserted by an Owner. The Master Dispute Resolution Declaration recorded in the Official Records constitutes a part of this Declaration and is incorporated herein by this reference as though set forth in full herein. For any Construction Defect Claims, the Owners shall comply with the Claims Process set forth in the Master Dispute Resolution Declaration. For any Construction Defect Claims not resolved through the Claims Process or any Other Claims, the Owners shall comply with the procedures set forth in the Master Dispute Resolution Declaration which require the Dispute to be arbitrated. Each Owner acknowledges and agrees that the terms and provisions set forth in the Master Dispute Resolution Declaration are covenants running with the land which are binding upon the Owners and successor Owners. The mediation and arbitration provisions set forth below are from the Master Dispute Resolution Declaration shall be binding on all Owners. Initially capitalized terms used in this **Section 7.5** (Disputes With Declarant) which are not specifically defined in this Declaration, shall have the meanings set forth in the Master Dispute Resolution Declaration.

7.5.3 Mediation of Other Claims. As described in further detail in the Master Dispute Resolution Declaration, if an Other Claim is not resolved to the satisfaction of the Owner, such Owner shall file a written Notice of Other Claim ("**Notice of Other Claim**"), which shall include a request for mediation. Declarant and Owner shall, in good faith, attempt to resolve any Other Claim by mediation in accordance with this **Section 7.5.3** (Mediation of Other Claims). If the Owner and Declarant are unable to resolve any Other Claim, the parties agree to submit the matter to mediation in accordance with the procedures set forth below. The mediation shall be conducted by a single mediator employed or engaged by AAA. The mediation shall be conducted by a single mediator selected as provided under this **Section 7.5.3** (Mediation of Other Claims) below. The mediation shall be held in the County or such other place as is mutually acceptable to the parties. Declarant shall have the right to include other persons or entities, including insurance carrier representatives in the mediation proceedings. The mediation shall be conducted in accordance with the procedures set forth below.

(a) **Selection of Mediator.** Declarant shall have the right to select the mediator by notifying the Owner in writing within ten (10) Business Days following the date of service of the Notice of Other Claim. If Declarant selects the mediator, Declarant shall pay any filing fees and the first four (4) hours of the mediator's fees. At the Owner's sole option, the Owner may agree to share the filing fees and the fees of the mediator equally with Declarant. If the Owner so agrees, then the Owner and Declarant shall jointly select the mediator. If the parties cannot agree on a mediator, Declarant shall select the mediator. No person with any financial or personal interest in the mediation's result shall serve as a mediator, except by the written consent of the parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt commencement of the mediation process.

(b) **Fees and Expenses.** The expenses or fees of any witnesses called by a party shall be borne solely by that party. The remainder of the total fees and costs incurred by the mediator including fees of experts retained by the mediator, if any, and expenses or fees of the mediator shall be allocated as set forth above.

(c) **Mediation Hearing.** The hearing(s) shall commence as quickly as reasonably practical in the discretion and judgment of the mediator. The parties shall cooperate in good faith with each other and with the mediator and shall provide all documents reasonably required by the mediator to be provided.

(d) **No Award of Attorneys' Fees**. No party shall be entitled to an award of its attorneys' fees. Nothing herein shall be construed to modify or abrogate any duty to defend and/or indemnify another party pursuant to the terms of a contract between any such parties. The mediator shall issue his or her written determination within ten (10) Business Days after the close of the mediation hearing(s).

(e) **Confidentiality**. The entire mediation proceeding shall be maintained in the strictest confidence and documentary or demonstrative evidence or testimony introduced or revealed to the mediator or other party during the mediation shall be inadmissible in any subsequent proceeding including litigation, arbitration and judicial reference. The provisions of California Evidence Code Section 1115 et seq. shall be applicable to the mediation.

(f) **Initiation of Arbitration**. If the Other Claim is not resolved through mediation, either party may initiate arbitration proceedings as provided in **Section 7.5.4** (Mandatory Binding Arbitration) below.

7.5.4 Mandatory Binding Arbitration. Before any Owner institutes arbitration proceedings as provided in this **Section 7.5.4** (Mandatory Binding Arbitration), the Owner shall follow the Claim Process. The mandatory arbitration procedures below shall apply to all post-closing Disputes between Declarant and an Owner which are not resolved through such procedures (except for Claims under the Limited Warranty which are governed by the Limited Warranty). In order to effectuate the obligation to resolve all post-closing Disputes by binding arbitration, Declarant or any Owner may petition the Superior Court of the County to order that the Disputes be resolved by arbitration pursuant to the provisions set forth in this **Section 7.5.4** (Mandatory Binding Arbitration) and the court shall order Declarant, and the Owner to arbitrate the Disputes and all controversies related to the Disputes even if Declarant or the Owner join their claims with other claimants utilizing different dispute resolution procedures.

(a) **Federal Arbitration Act**. If negotiations, mediation or other non-binding dispute resolution procedures, including, without limitation, the Claim Process, fail to resolve any Dispute between the Owner and Declarant, then the Dispute shall be resolved by neutral, binding arbitration governed by the Federal Arbitration Act (9 U.S.C. §§1-16) ("**Federal Act**") and not by any court action except as provided for judicial review of arbitration proceedings under the Federal Act. The construction of any Residence and other portions of the Property involved interstate commerce and therefore the arbitration procedures specified in this **Section 7.5.4** (Mandatory Binding Arbitration) are to be interpreted and enforced as authorized by the Federal Act, which is designed to encourage use of alternative methods of dispute resolution that avoid costly and potentially lengthy court proceedings. Each Residence was constructed with materials and products manufactured throughout the United States which have been shipped to the Property for installation and involved communications by interstate mail and telephone with out of state manufacturers, design professionals, contractors and their employees. The shipment of such materials and products across state lines cause the products and materials to enter into the stream of interstate commerce and become subject to the Interstate Commerce Clause (Article I, Section VIII of the United States Constitution) and ensuing federal laws. Interpretation and application of the procedures set forth in this **Section 7.5.4** (Mandatory Binding Arbitration) shall conform to any applicable Federal court rules and decisions interpreting and applying the Federal Act. The arbitration proceedings ("**Proceedings**") shall be conducted pursuant to the Federal Act and, to the extent not inconsistent, the procedures set forth in this **Section 7.5.4** (Mandatory Binding Arbitration). In addition, except as set forth herein, and to the extent it is not inconsistent with the Federal Act, the arbitration shall be conducted pursuant to Title 9 of the California Code of Civil Procedure (Section 1280 et seq.); provided, however, Code of Civil Procedure Section 1281.2(c) shall not be applicable to permit the court to delay or refuse to order arbitration. References to California procedural law are for guidance only and shall not be construed as a waiver of any rights or duties of the parties under the Federal Act or the right of the parties to have the procedures set forth herein interpreted and enforced under the Federal Act. If any party seeks review by a court of the enforceability of any of the procedures set forth or referenced herein (notwithstanding the provisions herein making that issue one to be resolved by the arbitrator), the exclusive jurisdiction and venue for any such review shall be the Superior Court for the County.

(b) **Rules Applicable to All Cases.** The Proceedings will be conducted by AAA in accordance with the AAA's rules applicable to the Dispute and with respect to any portion of the Dispute pertaining to a construction issue, the arbitration will proceed in accordance with the AAA Home Construction Arbitration Rules (collectively, "**AAA Rules**"). If the AAA Rules have been repealed or replaced at the time the arbitration claim is filed, the AAA's rules then most applicable to residential construction will apply. The following supplemental rules shall apply to all Proceedings and shall govern in the event of a conflict between the rules set forth below and the AAA Rules.

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

(i) **Appointment of Arbitrator.** The arbitrator to preside over the Dispute shall be selected in accordance with the AAA Rules, but no later than sixty (60) days after a Notice of Defect Claim (as defined in Section 4.2.1 of the Master Dispute Resolution Declaration) or Notice of Other Claim is filed.

(ii) **Preliminary Procedures.** If state or federal law requires an Owner or Declarant to take steps or procedures before commencing an action in court, then the Owner or Declarant must take such steps or follow such procedures, as the case may be, before commencing the arbitration. For example, nothing contained herein shall be deemed a waiver or limitation of the provisions of California Civil Code Sections 6000, 6100 or 6150.

(iii) **Rules of Law.** The arbitrator must follow California substantive law, including without limitation, the California Evidence Code and the application of any statutes of limitations and/or statutes of repose to the Proceedings. The arbitrator shall be authorized to provide all recognized legal and equitable remedies that would apply under applicable law to an individual action brought in court, but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

(iv) **Statutes of Limitation.** Except for procedural issues, and to the extent not inconsistent with the Federal Act, the Proceedings, as well as the arbitrator and, the ultimate decisions of the arbitrator shall be subject to and bound by existing California case and statutory law including, but not limited to, applicable statutes of limitation established in the Right to Repair Act.

(v) **Participation by Other Parties.** Declarant and Owner each have the sole and absolute right, in its discretion, to join any person or entity who is not a party to the Proceedings (including without limitation any Declarant Parties) if the presence of such person or entity is required or is necessary for complete relief to be accorded in the Proceedings or if the interest or responsibility of such person or entity in the Dispute is not insubstantial. The parties shall cooperate in good faith and shall diligently perform such acts as may be necessary to ensure that all necessary and appropriate parties are included in the Proceedings.

(vi) **Motions and Remedies.** The arbitrator shall have the power to hear and dispose of motions, including motions relating to provisional remedies, demurrers, motions to dismiss, motions for judgment on the pleadings and summary judgment and/or adjudication motions, in the same manner as a trial court judge. In addition, the arbitrator shall have the power to summarily adjudicate issues of fact or law, including the availability of remedies, even if the issue adjudicated could dispose of an entire cause of action or defense. The arbitrator shall have the power to grant provisional remedies including preliminary injunctive relief. Prior to the selection of the arbitrator, any party shall have the right to petition the Superior Court of the County for any necessary provisional remedies. However, after obtaining any provisional remedies (pending selection of the arbitrator) the entire matter shall be referred to AAA for all purposes and the Superior Court shall have no further jurisdiction to monitor or enforce the provisional remedies or to make further determinations or awards or to issue

additional provisional remedies. The arbitrator shall have the sole power to enforce, extend, modify or vacate any such provisional remedies.

(vii) **Discovery**. All discovery shall be permitted by the arbitrator at the arbitrator's reasonable discretion upon a showing of good cause or based on the agreement of the parties. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

(viii) **Full Disclosure**. No party shall be entitled to bring any motion to exclude or limit the facts or evidence to be submitted to the arbitrator. The initiating party shall be the first to disclose all of the following, in writing, to each other party and to the arbitrator: (a) an outline of the issues and its position on each such issue; (b) a list of all witnesses the party intends to call; and (c) copies of all written reports and other documentary evidence, whether written or not or contributed to by its retained experts (collectively, "**Outline**"). The initiating party shall submit its Outline to each other party and the arbitrator within thirty (30) days of the final selection of the arbitrator. Each responding party shall submit its written response as directed by the arbitrator. If the Dispute involves a Construction Defect Claim, then the Owner shall be the first party to submit its written Outline, list of witnesses, and reports/documents and shall include a detailed description of the nature and scope of the alleged violation(s), its proposal for repair or restoration, all repairs made to date and an estimate of the cost of repair/restoration together with the calculations used to derive the estimate.

(ix) **Measure of Damages**. Any damages awarded shall be limited to the extent required by Chapter 5 of the Right to Repair Act and other applicable provisions of California law. If any damages are awarded to an Owner in any other cause of action not covered by this **Section 7.5.4** (Mandatory Binding Arbitration), the damages awarded pursuant to this Section shall be reduced by the amounts recovered in such other causes of action. Declarant Parties shall not be responsible for, and shall be excused from, any obligation, damage, loss or liability to the extent that Declarant Parties can demonstrate any of the affirmative defenses set forth in California Civil Code Section 945.5 or under other statutory or common law.

(x) **Hearing**. The Proceedings shall be held in the County. The Proceedings shall be conducted as promptly as possible after giving due consideration to the complexity of the issues, the number of parties and necessary discovery and other relevant matters. The Proceedings shall be conducted as informally as possible. California Evidence Code Section 1152 *et seq.* shall apply for the purpose of excluding offers, compromises, and settlement proposals from evidence, unless there is agreement by all parties as to admissibility. The arbitrator shall be the sole judge of the admissibility of and the probative value of all evidence offered and is authorized to provide all legally recognized remedies whether in law or equity, except as otherwise limited in this Section. The cost of an interpreter shall be borne by the party requiring the services of the interpreter in order to be understood by the arbitrator and the expenses of witnesses shall be borne by the party producing such witnesses.

(xi) **Decision**. The decision of the arbitrator shall be binding on the parties and may be entered as a judgment in any court of the State of California that has jurisdiction and venue. The arbitrator shall: (a) try all issues of both fact and law; and (b) issue a written statement of decision consistent with that described in California Code of Civil Procedure Section 643 which shall specify the facts and law relied upon in reaching the arbitrator's decision within twenty (20) days after the close of testimony. If the amount at controversy in the Dispute is greater than Two Hundred Fifty Thousand Dollars (\$250,000), the arbitrator shall cause a complete record of all Proceedings to be prepared similar to those kept in the Superior Court, including a stenographic record of the Proceedings, which record shall remain confidential except as may be necessary for post-hearing motions and appeals. The cost of the record shall be borne one-half (½) by the Owner and one-half (½) by Declarant Parties, regardless of the outcome. Should any party refuse or fail to pay its pro-rata share, the remaining parties may pay such share, and the party or parties which pay such extra share shall be awarded such extra costs by the arbitrator in the arbitrator's decision.

(xii) **Fees and Costs.** Declarant shall advance any fee required to initiate the Proceedings. If Declarant is the prevailing party in the arbitration, the arbitrator may, in his or her discretion and only to the extent permitted by law and the AAA Rules, direct the Owner to reimburse Declarant for such Owner's pro rata share of the AAA fee and arbitrator's fee advanced by Declarant. The arbitrator shall not award attorneys' fees to any party and the parties shall each be solely responsible for their own attorneys' fees. Nothing herein shall be construed to modify or abrogate any duty to defend and/or indemnify a third party pursuant to the terms of a contract between any such parties.

(d) **Procedure for Appeal of Certain Cases.** In any arbitration in which a claim or arbitration award of Owner or Declarant exceeds Five Hundred Thousand Dollars (\$500,000) in value, Owner and Declarant hereby adopt and agree to the AAA Optional Appellate Arbitration Rules. The following additional rules will supplement the AAA Optional Appellate Arbitration Rules or any appeal procedures of the Alternative Arbitration Service, as applicable, and shall govern in the event of a conflict between the following rules and the AAA Optional Appellate Arbitration Rules.

(i) **Right of Appeal.** There shall be no right to appeal unless the oral evidence received by the arbitrator was preserved in a manner such that it can be converted to an accurate and reliable written transcript.

(ii) **Appellate Panel.** An appeal shall be decided by one neutral appeal arbitrator unless either party, within the time permitted for the appointment of the appeal arbitrator, elects to have the appeal decided by a panel of three (3) appeal arbitrators. Any party who elects to have an appeal decided by a panel of three (3) appeal arbitrators agrees to be solely responsible for the cost of having two (2) additional appeal arbitrators. The sole appeal arbitrator, or at least one member of any panel of three (3) arbitrators, shall have prior experience as a member of an appellate panel of the California Court of Appeal.

(iii) **Issues on Appeal.** The only issues that may be considered on appeal are issues covered under the AAA Rules for appellate procedures.

(iv) **Expenses and Costs on Appeal.** The fees charged by AAA or the Alternative Arbitration Service and the appeal arbitrator(s) shall be advanced by Declarant, except as provided in **Section 7.5.4(d)(ii)** (Appellate Panel) above. The party who files the appeal must, at its sole expense, provide AAA or the Alternative Arbitration Service and all non-appealing parties with a certified copy of the hearing transcript, and must provide AAA with copies of all documentary evidence and all other tangible evidence received by the arbitrator. If more than one party appeals, the appealing parties must share equally the cost of the transcript and copies of all other documentary and tangible evidence received by the arbitrator. The appeal arbitrators may, within thirty (30) days of their determination award costs of the nature provided in the Federal Rules of Appellate Procedure. If Declarant is the prevailing party on appeal, the appeal arbitrator(s) may, in his, her or their discretion and only to the extent permitted by law and AAA Rules, include all or part of the AAA fee, or the Alternative Arbitration Service, and arbitrator's fee advanced by Declarant in the award of costs on appeal.

(v) **New Evidence.** The appeal arbitrators must not receive new evidence. The appeal arbitrators must make their decision based only on the evidence that was presented to the arbitrator, except that the appeal arbitrators may visit any site involved in the Dispute.

(e) **Class Actions Not Arbitrated.** Notwithstanding any language in this Declaration to the contrary, each Owner and Declarant acknowledge and agree to arbitrate disputes under the Federal Arbitration Act due to the mutual advantages of arbitration over bringing an action in court to resolve a dispute; however, class action claims are inconsistent with arbitration under the Federal Arbitration Act. Arbitration of a class action destroys the advantages of the arbitration process such as speed, efficiency, and lower costs due to the complexities involved in a class action. FOR THESE REASONS, EACH OWNER, BY ACCEPTANCE OF FEE TITLE TO A RESIDENCE AND DECLARANT MUTUALLY AGREE TO WAIVE THE RIGHT FOR ANY PROCEEDINGS TO RESOLVE A DISPUTE TO BE COMMENCED, HEARD, OR PURSUED AS A CLASS ACTION AND AGREE NOT TO ASSERT ANY

CLASS ACTION, ASSOCIATIONAL, OR REPRESENTATIVE ACTION CLAIMS, AGAINST THE OTHER IN MEDIATION, COURT, ARBITRATION OR OTHERWISE, AND AGREE THAT IT IS THE EXPRESS INTENT OF EACH PARTY THAT CLASS ACTION AND REPRESENTATIVE ACTION PROCEDURES NOT BE ASSERTED OR APPLIED WITH RESPECT TO ANY DISPUTE. Under no circumstances will a class action be arbitrated.

(i) **Public Injunctive Relief.** If public injunctive relief is sought in connection with any Dispute, and a court determines that the waiver set forth in this **Section 7.5.4(e)** (Class Actions Not Arbitrated) or any restrictions elsewhere in this Master Dispute Resolution Declaration are void or unenforceable with respect to the request for public injunctive relief, and that determination becomes final after all appeals have been exhausted, then the following shall apply:

(A) Any individual relief sought with respect to such Dispute shall be first determined in accordance with the mandatory binding arbitration procedures set forth in this **Section 7.5.4(e)** (Class Actions Not Arbitrated).

(B) The mandatory binding arbitration procedures set forth in this **Section 7.5.4(e)** (Class Actions Not Arbitrated) shall not be applied to the proceedings for public injunctive relief, which shall be determined in court: in no event will public injunctive relief be determined by arbitration.

(C) The parties shall request that the court stay the proceedings for public injunctive relief described in paragraph (i)(B) above until the mandatory binding arbitration described in paragraph (i)(A) above is complete and a petition to confirm the award is filed with the court. If the parties fail to make the request, Declarant may make the request on behalf of the parties.

(ii) **Public Injunctive Relief Not Sought.** If the waiver set forth in this **Section 7.5.4(e)** (Class Actions Not Arbitrated) is limited, voided or found unenforceable with respect to resolution of a Dispute for which public injunctive relief is not sought, and that determination becomes final after all appeals have been exhausted, then the mandatory arbitration procedures set forth in this **Section 7.5.4** (Mandatory Binding Arbitration) shall be null and void.

(f) **Jury, Discovery and Appeal Not Available.** THE OBLIGATIONS ESTABLISHED BY THIS **SECTION 7.5.4** (MANDATORY BINDING ARBITRATION) TO SUBMIT DISPUTES TO NEUTRAL ARBITRATION ELIMINATE ALL RIGHTS WHICH A PARTY MIGHT POSSESS TO HAVE A DISPUTE LITIGATED IN A COURT OR JURY TRIAL. NO PARTY SHALL HAVE ANY JUDICIAL RIGHTS TO DISCOVERY OR APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS **SECTION 7.5.4** (MANDATORY BINDING ARBITRATION). IF DECLARANT OR ANY OWNER REFUSES TO SUBMIT TO ARBITRATION THEY MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.

7.5.5 Conflict. In the event of any conflict between the provisions of this **Section 7.5** (Disputes with Declarant) and the Master Dispute Resolution Declaration, the terms of the Master Dispute Resolution Declaration shall control.

ARTICLE 8

ANNEXATION OF ANNEXABLE PROPERTY **AND SUPPLEMENTARY DECLARATION**

8.1 Annexation. Declarant, its successors and assigns shall have the right, at any time, and from time to time, to add all or any portion of the Annexable Property to the Property, and to subject such Annexable Property to the Covenants of this Declaration by recording a Supplementary Declaration with respect to such portion of the Annexable Property to be annexed in accordance with the provisions of this Article. If Declarant is not the owner of the Annexable Property being annexed, then the owner of such property shall also execute any Supplementary Declaration which annexes such owner's property. All or

any portion of the Annexable Property may be annexed to and become subject to this Declaration without the approval or assent of the Owners. The Annexable Property is not subject to or burdened by this Declaration until such time as the Annexable Property is annexed in accordance with the procedures described in this Article.

Upon the recording of a Supplementary Declaration annexing any portion of the Annexable Property, the Covenants contained in this Declaration shall apply to the Annexable Property as if it were originally covered in this Declaration and originally constituted a portion of the Property.

8.2 Effective Date of Annexation. Any Supplementary Declaration recorded on any of the Annexable Property shall become effective immediately upon its recordation in the Official Records of the County.

8.3 Right of De-Annexation. Declarant hereby reserves the right to de-annex any Annexable Property which may be annexed to the Property pursuant to this Declaration, and to delete said property from the scheme of this Declaration, provided that the de-annexation shall be made prior to the closing of the sale of the first Lot in the property to be de-annexed.

8.4 Amendments to Supplementary Declarations. Notwithstanding any other provisions in this Declaration to the contrary, a Supplementary Declaration may be amended by the requisite affirmative vote of Owners, as set forth in **ARTICLE 8** (Annexation of Annexable Property and Supplementary Declaration), in only the Annexable Property described in said Supplementary Declaration rather than all Owners in the Property, on condition that: (a) such amendment applies only to the Annexable Property described in said Supplementary Declaration; (b) that such amendment shall not revoke or otherwise contradict any of the other Covenants set forth in this Declaration; and (c) that the consents described in **Section 9.7** (Amendments) have been obtained.

ARTICLE 9 **GENERAL PROVISIONS**

9.1 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title, estate or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to the Covenants contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Property.

9.2 Rights of Lender. Any Owner may encumber such Owner's Lot by a deed of trust or mortgage. The beneficiary of any bona fide deed of trust or mortgage made in good faith and for value encumbering any portion of the Property is referred to in this paragraph as a "lender." A breach of any of the provisions of this Declaration shall not affect or impair the lien or charge of any lender. A lender who acquires title by foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach of this Declaration which is non-curable or of a type which is not practical or feasible to cure, but otherwise this Declaration shall be binding upon and effective against any Owner who acquires title by foreclosure, by Trustee's sale or otherwise. It is intended that any loan to facilitate the resale of any portion of the Property after foreclosure or deed in lieu of foreclosure is a loan made in good faith and for value.

9.3 Severability. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

9.4 Term. The Covenants shall run with and bind the Property for a term of sixty (60) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by the then Owners of a majority of the Lots, agreeing to terminate said Covenants, in whole or in part, has been recorded within one (1) year prior to the termination of the initial sixty (60) year term, or within one (1) year prior to the termination of any successive ten (10) year period. Notwithstanding the foregoing, this Declaration shall

not be terminated, absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest.

9.5 Covenants Running With The Land. Each of the Covenants shall be deemed to be established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Lots, and superior to all other encumbrances applied against or in favor of any portion of the Property.

9.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development, use, occupancy and enjoyment of the Property. 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.

9.7 Amendments. Prior to the conveyance of a Lot to a member of the public, Declarant shall be entitled to amend, modify, remove and/or restate this Declaration by an instrument executed by Declarant and recorded in the Official Records. Subsequent to the conveyance of a Lot to a member of the public, this Declaration may be amended only by the written assent of the Owners of at least sixty-seven percent (67%) of the Lots. This Section shall not be amended to allow amendments by less than a majority of the Owners. So long as Declarant is the Owner of one (1) or more Lots in the Property or any Lot in the Annexable Property, no amendment, restatement or revocation of any provision of this Declaration shall be effective without the prior approval of Declarant, which approval shall be evidenced by Declarant's written consent to the recordation of such an amendment, restatement or revocation. An amendment made in accordance with the provisions of this Section shall be effective when it is set forth in writing, executed before a notary public by the requisite number of Owners and recorded in the Official Records. Upon such recordation, the amendment shall be binding upon all Owners and all mortgagees, regardless of whether such Owner or such mortgagee consented to such amendment.

9.8 Notices. All notices other than Plans delivered pursuant to **ARTICLE 6** (Architectural Approval) permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered three (3) business days after a copy of the same has been deposited in the United States mail, postage prepaid. Any such notice shall be directed as follows:

If to Declarant: Pulte Home Company, LLC
27401 Los Altos, Suite 400
Mission Viejo, California 92691-8589
Attention: Eagle Vista Project Manager

If to an Owner: To the street address of the Residence or other address the Owner may request

9.9 No Racial Restriction. No Owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of such Owner's Lot on the basis of race, sex, color or creed.

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

9.11 Exhibits. All exhibits referred to herein are incorporated by reference.

9.12 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 and any successor laws as may be amended from time to time.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date set forth below.

Date: March 8, 2022

"DECLARANT"

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By:  _____

Name: Leeanna K. Brock

Title: Director of Community Development

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On 3/9/2022, before me, Ashley Sue Stucki, a Notary Public personally appeared Leanne K. Brock, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Ashley Sue Stucki
Signature (Seal)

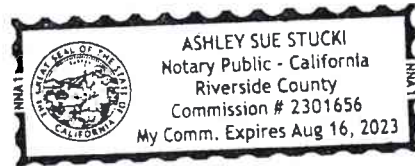


EXHIBIT "A"

PROPERTY

The land referred to herein below is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:

LOTS 1 THROUGH 51, INCLUSIVE, OF TRACT MAP NO. 31700-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK [], PAGES [] THROUGH [], INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOTS 1 THROUGH 23, INCLUSIVE, OF TRACT MAP NO. 33303, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK [], PAGES [] THROUGH [], INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"

ANNEXABLE PROPERTY

The land referred to herein below is situated in the unincorporated area of the County of Riverside, State of California, and is described as follows:

None.

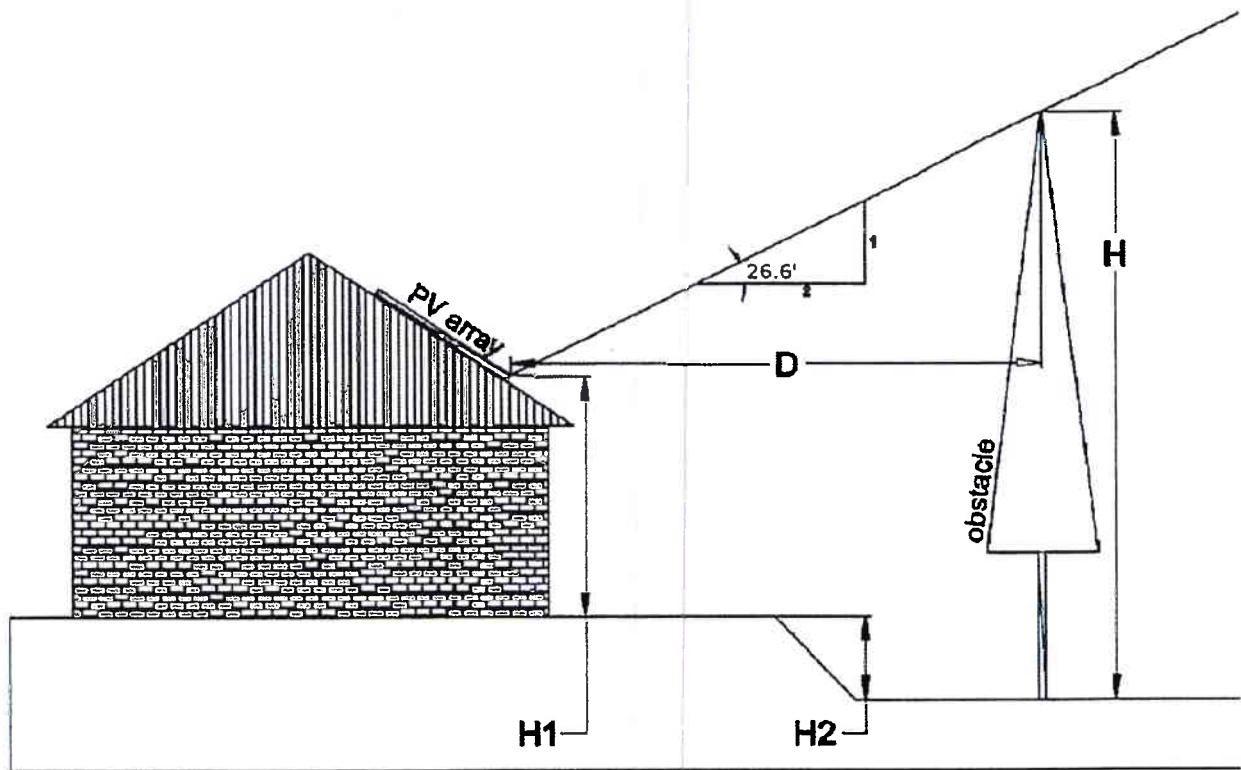
EXHIBIT "C"
APPLICATION OF SHADING RESTRICTIONS

This Exhibit describes the steps that must be taken to determine the maximum allowable height of landscaping, structures and Improvements (as applicable an "**Obstacle**") to insure that it does not interfere with the output of neighboring Solar Collection Devices resulting in Prohibited Shading.

There are three pieces of information that are needed to determine the maximum allowable height of an Obstacle ("**Maximum Obstacle Height**"):

- The horizontal distance between the closest point of the Obstacle and the Solar Collection Devices ("**D**")
- The height of the lowest point of the Solar Collection Devices from the ground ("**H1**")
- The difference in height between the base of the house and the base of the Obstacle ("**H2**")

The distances in Figure 1 will be referenced throughout this Exhibit.



MAXIMUM OBSTACLE HEIGHT: $H = H1 + H2 + D/2$

MINIMUM OBSTACLE HEIGHT: $D = 2x(H - H1 - H2)$

Notes:

- H2 may not be negative if obstacle is uphill.
- D may not always be the center if the obstacle depending on its shape, i.e. large "top heavy" crown of a tree or rectangular building.

Figure 1 - Determining Height between Two Relevant Points

STEP 1

To begin, identify the closest point of the Obstacle, where the Obstacle is at its tallest height ("**Closest Obstacle Point**"). For example, trees are often tallest at their trunk.

For trees that are tallest at their trunk, the Closest Obstacle Point would be the side of the trunk nearest to the Solar Array. For a second example, if the Obstacle is a rectangular building with a flat roof, then the Closest Obstacle Point would be the side of the building nearest to the Solar Collection Devices.

STEP 2

The second step is to measure the horizontal distance (“D”) (not the angled distance) between the Closest Obstacle Point and the lowest point of the subject Solar Collection Devices (“Lowest Device Point”) (see Figure 2). The Lowest Device Point is the same as the closest point on the Solar Collection Devices. This distance should be measured for all subject Solar Collection Devices that are located within the potential shading area of the Obstacle. The potential shading area is North of due East or West of the Obstacle. In the example shown in Figure 2, the Closest Obstacle Point is 30 horizontal feet (D) from the Lowest Device Point, and the potential shading area is indicated by the top half of the circle in Figure 2.

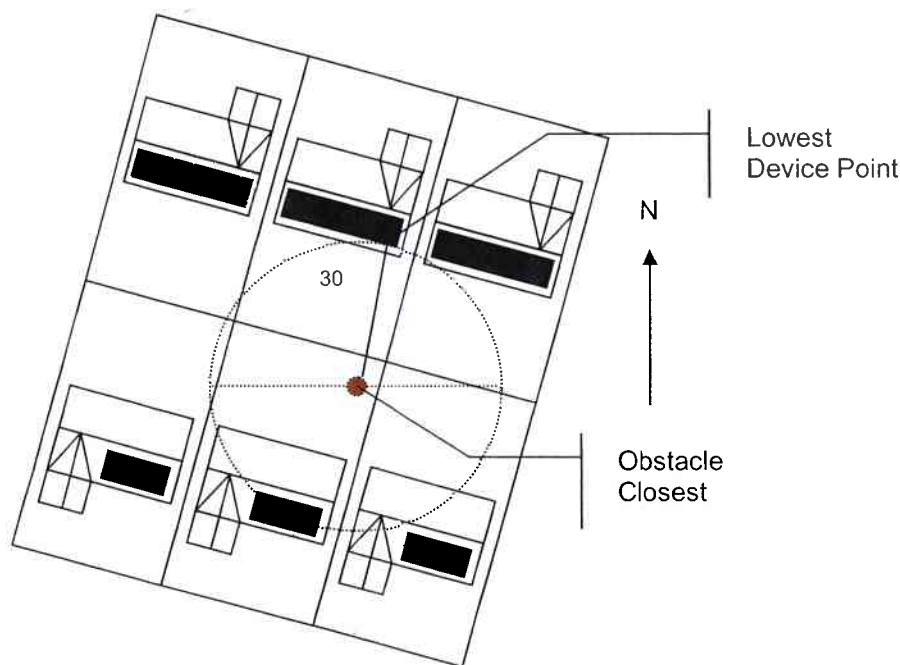


Figure 2 - Measuring Horizontal Distance between Lowest Device Point and Closest Obstacle Point

STEP 3

The third step is to measure the distance from the Lowest Device Point to the ground (as displayed in Figure 1 (“H1”). This should be the vertical distance from the bottom of the Solar Collection Devices to the ground, and should not be angled.

STEP 4

The fourth step is to measure the difference in ground height between the base of the subject house and the base of the Closest Obstacle Point. This measurement is required when the ground slopes in a certain direction. If the ground slopes downward away from the subject house, then the Obstacle base will be at a lower ground level than the home.

In Figure 1, that difference in ground height is displayed as “H2”. A simple way to determine H2 is to take a string and run it from the base of the subject house to the Closest Obstacle Point. Make sure that the string is level. At the Closest Obstacle Point, measure the distance to the ground from the level string. That is the distance H2. If the Obstacle is uphill from the base of the house, run the string from the

Closest Obstacle Point to the house, and the measure the distance to the ground from the level string at the house. That distance is negative (-) H2.

When H1 and H2 are added together, the resulting number is the distance between the Lowest Device Point and the base of the Closest Obstacle Point.

STEP 5.1

Now the Maximum Obstacle Height ("H" in Figure 1) can be calculated, using the information gathered above. The Maximum Obstacle Height is equal to $\frac{1}{2}$ the distance (D) between the Closest Obstacle Point and the Lowest Device Point, plus H1 and H2 (the height of the Solar Collection Devices relative to the Closest Obstacle Point).

MAXIMUM OBSTACLE HEIGHT (H) = D/2 + H1 + H2

where:

- H= Maximum Obstacle Height
- D= the horizontal distance between the Closest Obstacle Point and the Lowest Device Point
- H1= distance from the Lowest Device Point to the ground
- H2= difference in ground height between the base of the house and the base of the Closest Obstacle Point

Use this formula when the base of subject house with Solar Collection Devices is LOWER than base of Obstacle:

• **MAXIMUM OBSTACLE HEIGHT (H) = D/2 + H1 - H2**

STEP 5.2

If the maximum height of the Obstacle is known, but the minimum horizontal distance that the Obstacle can be located from the Solar Collection Devices is not known, that can be calculated using this formula:

MINIMUM OBSTACLE DISTANCE (D) = 2 X (H - H1 - H2)

where:

- D= the horizontal distance between the Closest Obstacle Point and the Lowest Device Point
- H= Obstacle Height
- H1= distance from the Lowest Device Point to the ground
- H2= difference in ground height between the base of the house and the base of the Closest Obstacle Point

Use this formula when the base of subject house with Solar Collection Devices is LOWER than base of Obstacle:

• **MINIMUM OBSTACLE DISTANCE (D) = 2 X (H - H1 + H2)**

Below are examples of how the formulas from above can be applied. The distances will vary for every Obstacle.

Example 1 - Ground slopes downward away from subject house, and Maximum Obstacle Height is to be determined:

- The distance between the Lowest Device Point and the ground at the base of the house is 12 feet (H1).
- The ground at the base of the house is 4 feet higher than the ground at the Obstacle base (H2).
- The distance between the Lowest Device Point and the Closest Obstacle Point is 30 feet (D).
- *Outcome: The Obstacle can be no more than 15 feet taller than the Lowest Device Point (D/2).*
- *Outcome: The Obstacle can be no more than **31 feet tall in total** ($D/2 + H1 + H2$) ($15 + 12 + 4$)*

Example 2 – Ground slopes downward towards subject house, and Maximum Obstacle Height is to be determined:

- The distance between the Lowest Device Point and the ground at the base of the house is 12 feet (H1).
- The ground at the base of the Obstacle is 5 feet higher than the ground at the home base (H2).
- The distance between the Lowest Device Point and the Closest Obstacle Point is 30 feet (D).
- *Outcome: The Obstacle can be no more than 15 feet taller than the Lowest Device Point (D/2).*
- *Outcome: The Obstacle can be no more than **22 feet tall in total** ($D/2 + H1 - H2$) ($15 + 12 - 5$).*

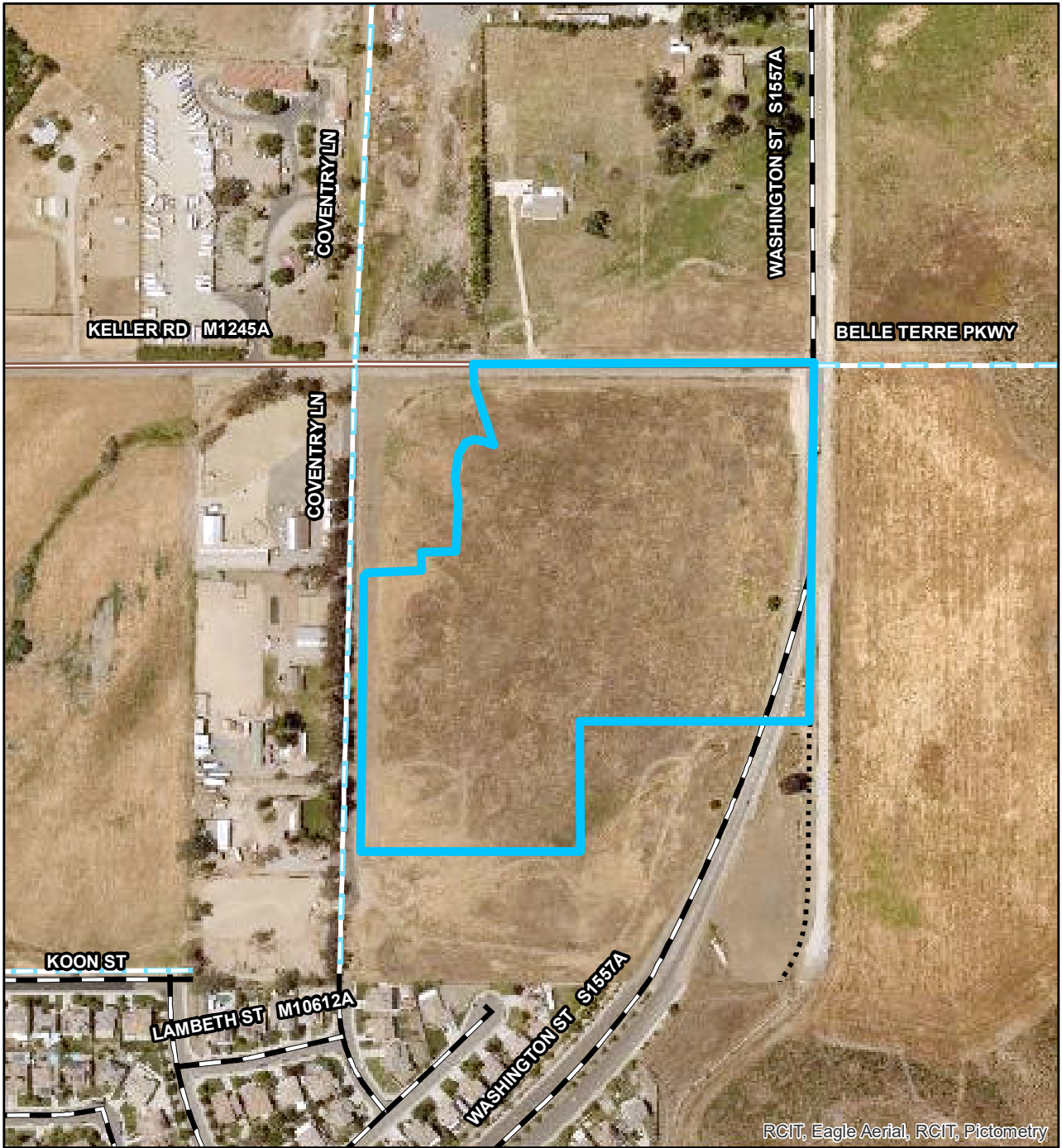
Example 3 - Ground slopes downward away from subject house, and Minimum Obstacle Distance is to be determined:

- The total Obstacle height is 24 feet (H).
- The distance between the Lowest Device Point and the ground at the base of the house is 12 feet (H1).
- The ground at the base of the house is 4 feet higher than the ground at the Obstacle base (H2).
- *Outcome: The Obstacle must be at least **16 feet away** from the Lowest Device Point ($2 \times (H - H1 - H2)$) ($2 \times (24 - 12 - 4)$).*

Example 4 – Ground slopes downward towards subject house, and Minimum Obstacle Distance is to be determined:

- The total Obstacle height is 24 feet (H).
- The distance between the Lowest Device Point and the ground at the base of the house is 12 feet (H1).
- The ground at the base of the Obstacle is 5 feet higher than the ground at the home base (H2).











*Outcome: The Obstacle must be at least **34 feet away** from the Lowest Device Point ($2 \times (H - H1 + H2)$) ($2 \times (24 - 12 + 5)$).*



Legend

Road Book Centerline

TYPE

-  F.A.U. Maintained
-  F.A.S. Maintained
-  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

Tract Map 31700-1

Section 28, T.6S. R2W.

Supervisorial District: 3



NOT TO SCALE

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

AS A CONDITION OF DEDICATION OF LOT "A" (WASHINGTON STREET) AND LOT "B" (KELLER ROAD), THE OWNERS OF LOTS 1 THROUGH 15, INCLUSIVE, ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "K". THE DEDICATION IS FOR A (1) ONE-FOOT BARRIER STRIP FOR ROAD AND ACCESS CONTROL.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS LYING WITHIN LOTS 52 AND 53, AS SHOWN HEREON. THE DEDICATIONS ARE FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA: LYING WITHIN LOTS 3, 23, 27, 32, 44 AND 57, AS SHOWN HEREON, THE DEDICATION IS FOR OPEN SPACE AND LANDSCAPE MAINTENANCE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: "WATER QUALITY EASEMENT" OVER ALL OF WATER QUALITY BASIN LOTS 52 AND 53. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES.

WE HEREBY RETAIN WATER QUALITY BASIN LOTS 52 AND 53 IN FEE INDICATED AS WATER QUALITY BASIN AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA: LYING OVER ALL OF WATER QUALITY BASIN LOTS 52 AND 53, AS SHOWN HEREON, THE DEDICATION IS FOR WATER QUALITY AND LANDSCAPE MAINTENANCE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA: LOTS 54 AND 55, AS SHOWN HEREON. THE DEDICATION IS FOR OPEN SPACE AND LANDSCAPE MAINTENANCE PURPOSES.

PULTE HOME COMPANY, LLC
A MICHIGAN LIMITED LIABILITY COMPANY

BY: [Signature] 5/31/22
DARREN WARREN
DIVISION VICE PRESIDENT OF LAND ACQUISITION AND DEVELOPMENT

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 RIVERSIDE

ON MAY 31, 2022 BEFORE ME, CRESIDA DIAZ, A NOTARY PUBLIC, PERSONALLY APPEARED DARREN WARREN, 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 LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
SIGNATURE

CRESIDA DIAZ
PRINTED NAME

COMMISSION # 2394854
EXPIRATION 02/25/2026

MY PRINCIPAL PLACE OF BUSINESS IS RIVERSIDE COUNTY.

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

TRACT NO. 31700-1

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 OF PARCEL MAP 7375, AS SHOWN BY MAP ON FILE IN BOOK 23, PAGE 37 OF PARCEL MAPS, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.B.B.M. MAY 2022
ACS CONSULTING INC.

SHEET 1 OF 6 SHEETS

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 \$ 40,800.00

DATE: June 8, 2022.

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: [Signature]
DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 40,800.00 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: June 8, 2022.

CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: [Signature] DEPUTY

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE MURRIETA CREEK/ WARM SPRINGS VALLEY 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.

VALLEY-WIDE RECREATION AND PARK DISTRICT

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

THE VALLEY-WIDE RECREATION AND PARK DISTRICT, STATE OF CALIFORNIA,

DATED: 6/6, 2022.

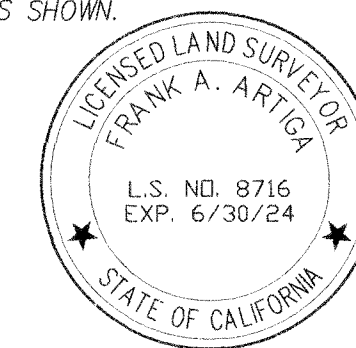
BY: [Signature]
DEAN WETTER
GENERAL MANAGER

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 PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, IN JUNE, 2010. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: June 1st, 2022.

[Signature]
FRANK A. ARTIGA
L.S. NO. 8716
EXP. 06/30/24

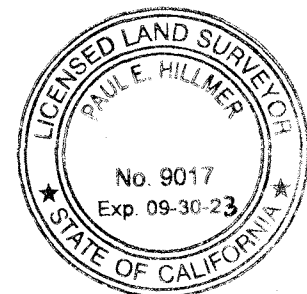


COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 31700 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON AUGUST 29, 2006, THE EXPIRATION DATE BEING FEBRUARY 9, 2023, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 6-13, 2022.

[Signature]
DAVID L. MCILLAN
COUNTY SURVEYOR
L.S. 8488, EXP. 12/31/22



BOARD OF SUPERVISORS STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS AND ACCEPTS THE OFFER OF DEDICATION OF ABUTTER'S RIGHTS OF ACCESS ALONG WASHINGTON STREET AND KELLER ROAD.

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

THE DEDICATION OF THE "WATER QUALITY EASEMENT" AS SHOWN HEREON, IS HEREBY ACCEPTED.

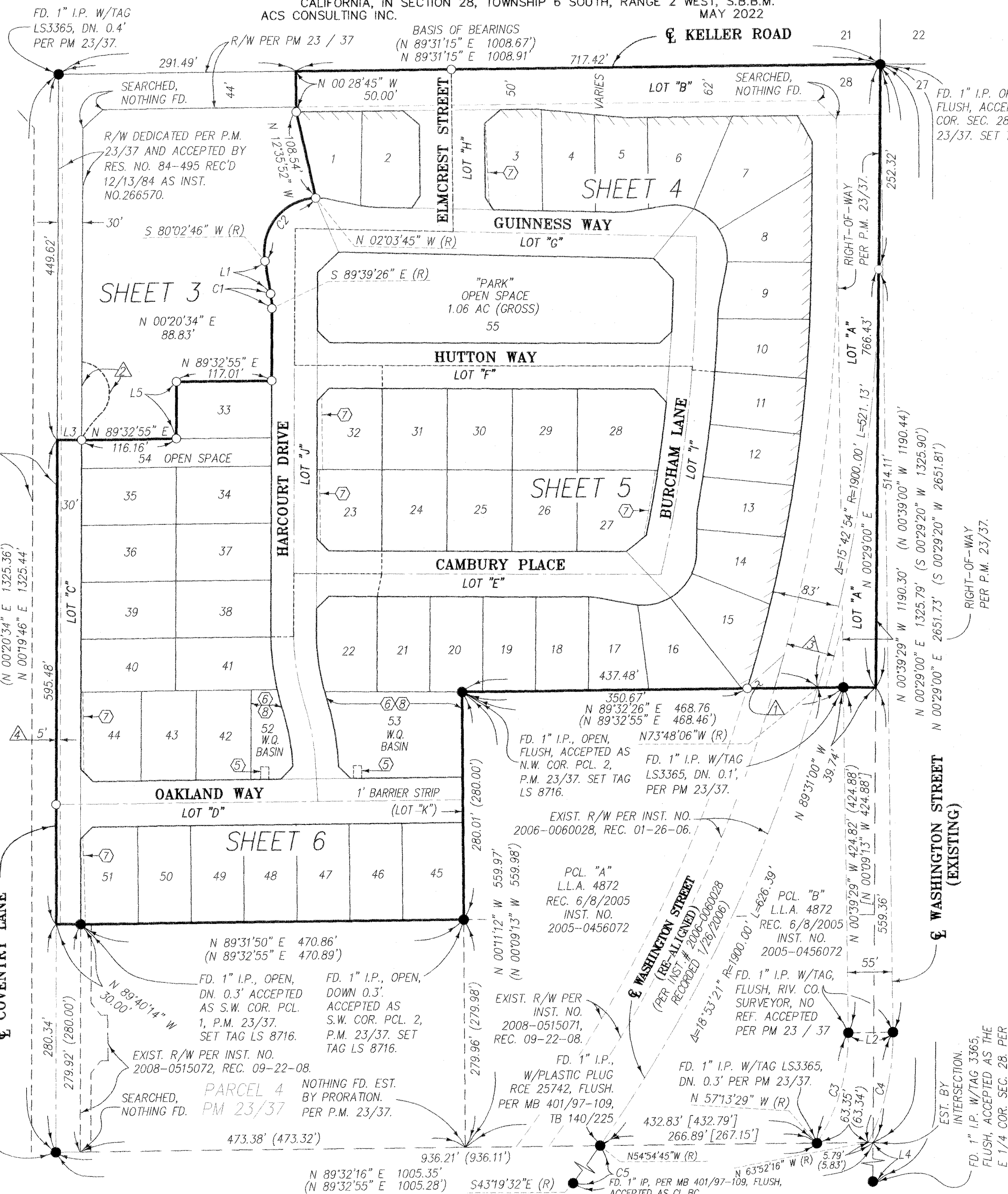
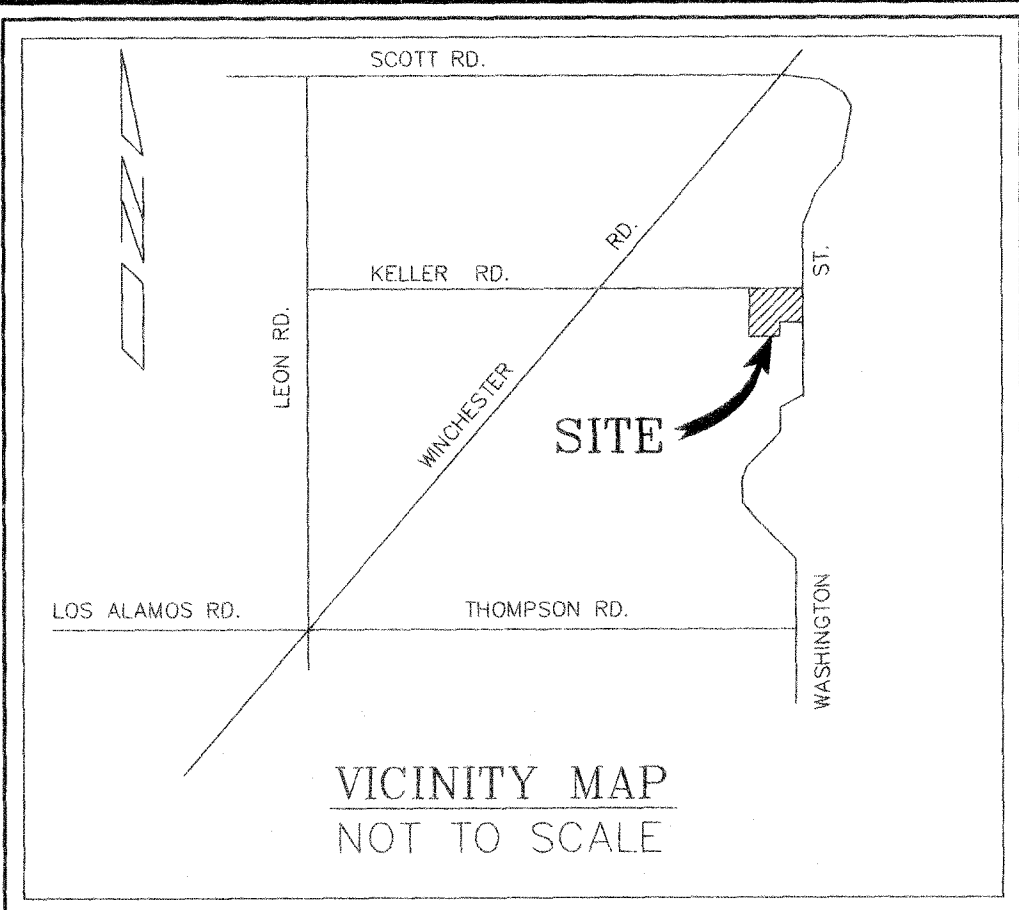
DATED: _____, 2022.

ATTEST:
KECIA HARPER
CLERK OF THE BOARD OF SUPERVISORS
BY: _____ DEPUTY
CHAIR OF THE BOARD OF SUPERVISORS

TRACT NO. 31700-1

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 OF PARCEL MAP 7375, AS SHOWN BY MAP ON FILE IN BOOK 23, PAGE 37 OF PARCEL MAPS, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.B.B.M. MAY 2022
ACS CONSULTING INC.

SURVEY PROCEDURE AND SHEET INDEX



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 411 PAGE 411. THIS AFFECTS ALL PARCELS/LOTS.

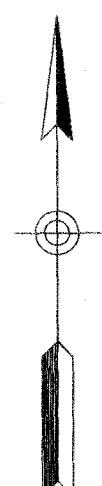
EASEMENT NOTES

- ⚠ AN EASEMENT FOR DRAINAGE PURPOSES, INCLUDING INGRESS AND EGRESS, IN FAVOR OF THE COUNTY OF RIVERSIDE, PER INST. NO. 2006-0060026 RECORDED ON JANUARY 26, 2006.
- ⚠ AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE, PER INST. NO. 2008-0515070 RECORDED ON SEPTEMBER 22, 2008.
- ⚠ ROAD EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE, PER INST. NO. 2006-0060025 RECORDED ON JANUARY 26, 2006.
- ⚠ SOUTHERN CALIFORNIA EDISON EASEMENT FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES, PER INST. NO. 13648 RECORDED ON JANUARY 22, 1985.
- ⑤ DRAINAGE EASEMENT DEDICATED HEREON.
- ⑥ WATER QUALITY & LANDSCAPE MAINTENANCE EASEMENT, DEDICATED HEREON TO VALLEY WIDE RECREATION AND PARK DISTRICT.
- ⑦ OPEN SPACE & LANDSCAPE MAINTENANCE EASEMENT DEDICATED HEREON TO VALLEY WIDE RECREATION AND PARK DISTRICT.
- ⑧ WATER QUALITY EASEMENT, DEDICATED HEREON.

SURVEYOR'S NOTES

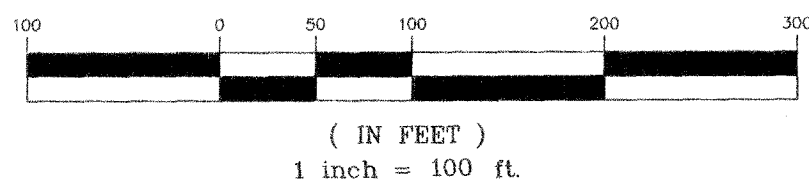
1. THE BASIS OF BEARINGS FOR THIS SUBDIVISION IS THE CENTERLINE OF KELLER ROAD AS SHOWN ON PARCEL MAP 7375, PM 23/37, SHOWN AS N 89°31'15" E.
2. ● DENOTES FOUND MONUMENT AS NOTED.
3. ○ DENOTES SET 1" IRON PIPE 18" LONG WITH PLASTIC PLUG STAMPED "LS 8716", FLUSH.
4. SET 1" IRON PIPE 18" LONG WITH PLASTIC PLUG STAMPED L.S. 8716, FLUSH, AT ALL REAR LOT CORNERS. UNLESS OTHERWISE NOTED.
5. SET NAIL AND TAG "LS 8716" IN TOP OF CURB FOR BCs, ECs, PCCs, PRCs AND CORNER CUT-BACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTERLINE, OFFSET 9.75 FEET AS MEASURE FROM THE RIGHT OF WAY LINE.
6. SET NAIL AND TAG STAMPED "LS. 8716", (RIVERSIDE COUNTY STANDARD "E") ON TOP OF CURB AT ALL PROLONGATION OF LOT LINES FOR FRONT LOT CORNERS.
7. ALL MONUMENTS SHOWN AS "SET" SHALL BE SET IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THE MAP.
8. THIS TRACT CONTAINS 18.34 ACRES, GROSS.
9. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.
10. () DENOTES RECORD DATA PER PM 23/37, UNLESS NOTED OTHERWISE.
11. [] DENOTES RECORD DATA PER LOT LINE ADJUSTMENT NO. 4872, RECORDED 6/08/05 AS INSTRUMENT NO. 2005-0456072
12. (()) DENOTES RECORD DATA PER ROAD EASEMENT DEDICATION, RECORDED 1/26/06 AS INSTRUMENT NO. 2006-0060025
13. INDICATES RESTRICTED ACCESS.
14. OS DENOTES "OPEN SPACE" LOT.
15. CC&Rs RECORDED _____ AS INST. NO. _____
16. W.Q. BASIN = WATER QUALITY BASIN
17. ----- SHEET / PAGE LIMITS

VICINITY MAP
NOT TO SCALE



R/W DEDICATED PER P.M. 33/40 AND ACCEPTED BY RES. NO. 84-495 REC'D 12/13/84 AS INST. NO. 266570.

GRAPHIC SCALE



LINE TABLE		
NO.	BEARING	LENGTH
L1	N 09°57'14" W	40.99'
L2	N 89°20'31" E	55.00'
L3	N 89°40'14" W	30.00'
L4	S 00°29'00" W	1325.94'
L5	(S 00°29'20" W	1325.91')
	N 00°20'34" E	70.01'

CURVE TABLE			
NO.	DELTA	LENGTH	RADIUS
C1	10°17'48"	17.97'	100.00'
C2	97°53'28"	112.76'	66.00'
C3	33°26'00"	142.96'	245.00'
	(33°25'31")	(142.93')	(245.00')
C4	26°47'13"	140.26'	300.00'
C5	11°33'45"	38.343'	1900.00'

FD. 1" I.P. W/TAG 3365, FLUSH, PER P.M. 23/37. ACCEPTED AS S.W. COR. P.M. 23/37.

PARCEL 4 PM 23/37

N 89°32'16" E 1005.35'
(N 89°32'55" E 1005.28')

S43°19'32"E (R) 543.19'

EST. BY INTERSECTION:
FD. 1" I.P. W/TAG 3365, FLUSH, ACCEPTED AS THE E 1/4 COR. SEC. 28. PER PM 23/37.

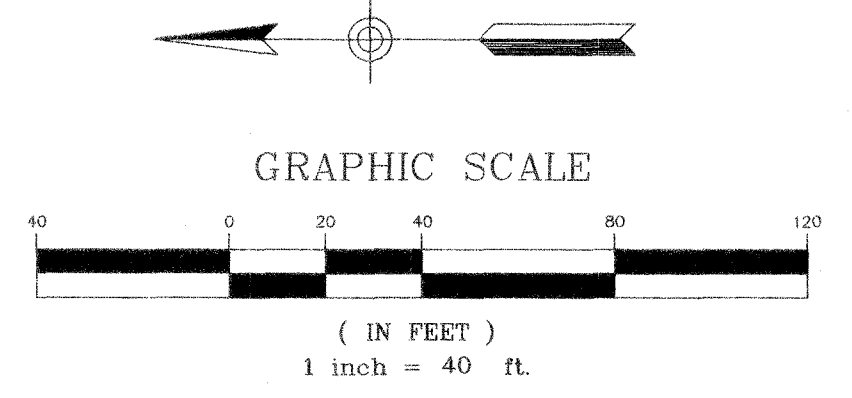
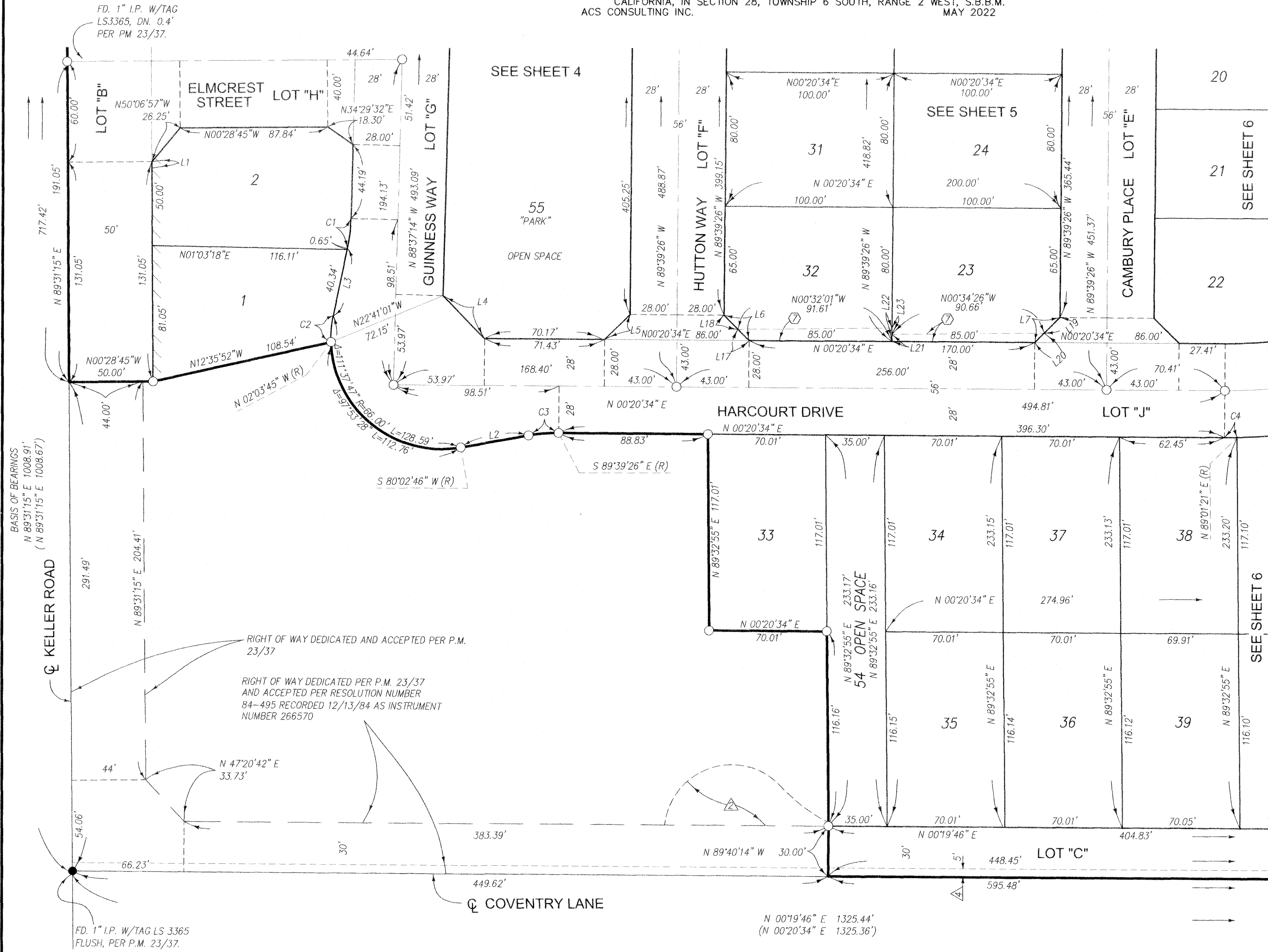
SURVEYORS NOTES, SURVEY PROCEDURE, INDEX MAP,
EASEMENT NOTES AND ENVIRONMENTAL CONSTRAINT NOTE
SEE SHEET 2

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

TRACT NO. 31700-1

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 OF PARCEL MAP 7375, AS SHOWN BY MAP ON FILE
IN BOOK 23, PAGE 37 OF PARCEL MAPS, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA, IN SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.B.B.M.
ACS CONSULTING INC. MAY 2022

SHEET 3 OF 6 SHEETS



LINE TABLE		
NO.	BEARING	LENGTH
L1	N 89°31'15" E	3.91'
L2	N 09°57'14" W	40.99'
L3	N 78°19'27" W	40.99'
L4	N 45°51'40" E	35.67'
L5	N 44°39'26" W	21.21'
L6	N 45°20'34" E	21.21'
L7	N 44°39'26" W	21.21'
L8	N 00°20'34" E	1.26'
L9	N 73°32'53" E	14.83'
L10	N 16°27'07" W	10.00'
L11	N 73°32'53" E	10.47'
L12	N 44°39'26" W	9.98'
L13	N 44°39'26" W	11.24'
L14	N 88°26'05" E	14.01'
L15	N 00°31'06" W	10.00'
L16	N 88°26'05" E	14.00'
L17	N 45°20'34" E	9.33'
L18	N 45°20'34" E	11.88'
L19	N 44°39'26" W	13.22'
L20	N 44°39'26" W	7.99'
L21	N 89°39'26" W	4.20'
L22	N 89°39'26" W	8.00'
L23	N 89°39'26" W	3.80'

ARC TABLE			
NO.	DELTA	LENGTH	RADIUS
C1	10°17'48"	17.97'	100.00'
C2	13°44'19"	15.83'	66.00'
C3	10°17'48"	17.97'	100.00'
C4	01°18'10"	7.46'	328.00'

BASIS OF BEARINGS
N 89°31'15" E 1008.91'
(N 89°31'15" E 1008.67')

RIGHT OF WAY DEDICATED AND ACCEPTED PER P.M.
23/37

RIGHT OF WAY DEDICATED PER P.M. 23/37
AND ACCEPTED PER RESOLUTION NUMBER
84-495 RECORDED 12/13/84 AS INSTRUMENT
NUMBER 266570

FD. 1" I.P. W/TAG LS 3365
FLUSH, PER P.M. 23/37.

N 00°19'46" E 1325.44'
(N 00°20'34" E 1325.36')

TRACT NO. 31700-1

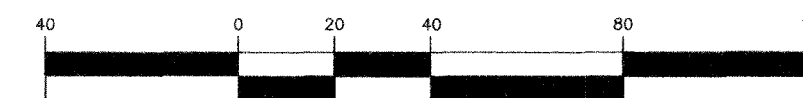
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CALIFORNIA, IN SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.B.B.M.
ACS CONSULTING INC. MAY 2022

BASIS OF BEARINGS
(N 89°31'15" E 1008.67')
N 89°31'15" E 1008.91'
717.42'

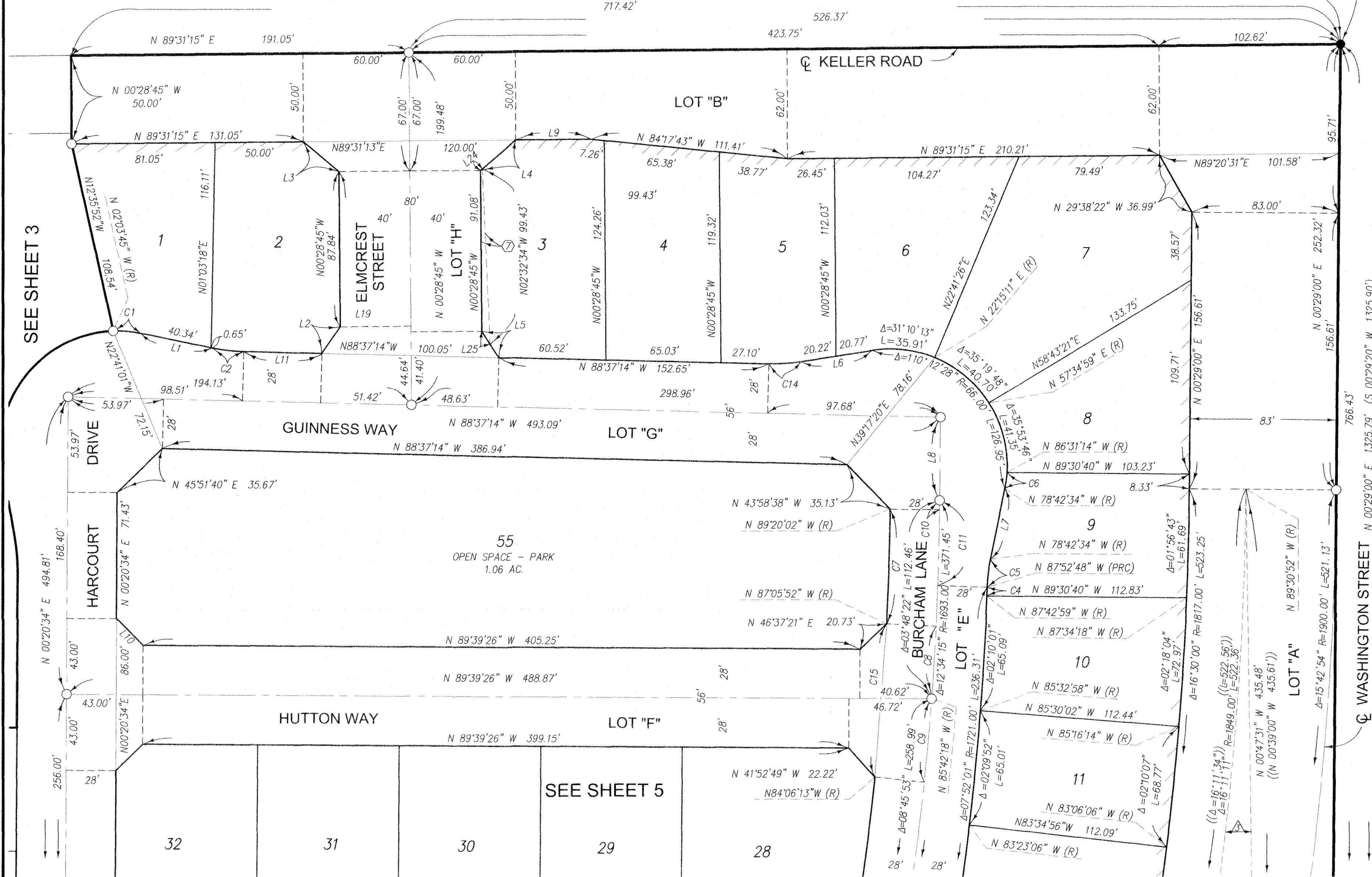
FD. 1" I.P. W/HUB & NAIL, FLUSH,
ACCEPTED AS N.E. COR. SEC. 28
PER PM 23/37. SET TAG 'LS 8716'



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.



LINE TABLE		
NO.	BEARING	LENGTH
L1	N 78°19'27" W	40.99'
L2	N 34°29'32" E	18.30'
L3	N 50°06'57" W	26.25'
L4	N 49°09'23" E	26.25'
L5	N 32°52'38" W	17.76'
L6	N 81°04'58" E	40.99'
L7	N 11°17'26" E	40.99'
L8	N 00°29'20" E	47.11'
L9	N 89°31'15" E	42.78'
L10	N 44°39'26" W	21.21'
L11	N 88°37'14" W	44.19'
L15	N 64°46'33" W	14.43'
L16	N 00°31'06" W	11.10'
L17	N 64°46'33" W	14.43'
L18	N 00°28'45" W	11.09'
L19	N 00°28'45" W	10.00'
L20	N 88°26'05" E	14.00'
L21	N 00°31'06" W	10.00'
L22	N 88°26'05" W	14.01'
L23	N 89°31'15" E	3.91'
L24	N 49°09'23" E	1.43'
L25	N 32°52'38" E	8.71'

ARC TABLE			
NO.	DELTA	LENGTH	RADIUS
C1	13°44'19"	15.83'	66.00'
C2	10°17'48"	17.97'	100.00'
C3	9°32'54"	16.66'	100.00'
C4	00°09'49"	4.92'	1721.00'
C5	09°10'14"	16.01'	100.00'
C6	07°48'40"	9.00'	66.00'
C7	02°14'10"	64.98'	1665.00'
C8	01°23'33"	41.15'	1693.00'
C9	01°36'06"	47.33'	1693.00'
C10	00°10'38"	5.24'	1693.00'
C11	01°37'52"	48.19'	1693.00'
C12	00°44'54"	1.31'	100.00'
C13	06°50'17"	7.88'	66.00'
C14	10°17'48"	17.97'	100.00'
C15	02°59'39"	87.01'	1665.00'

SEE SHEET 3

SEE SHEET 5

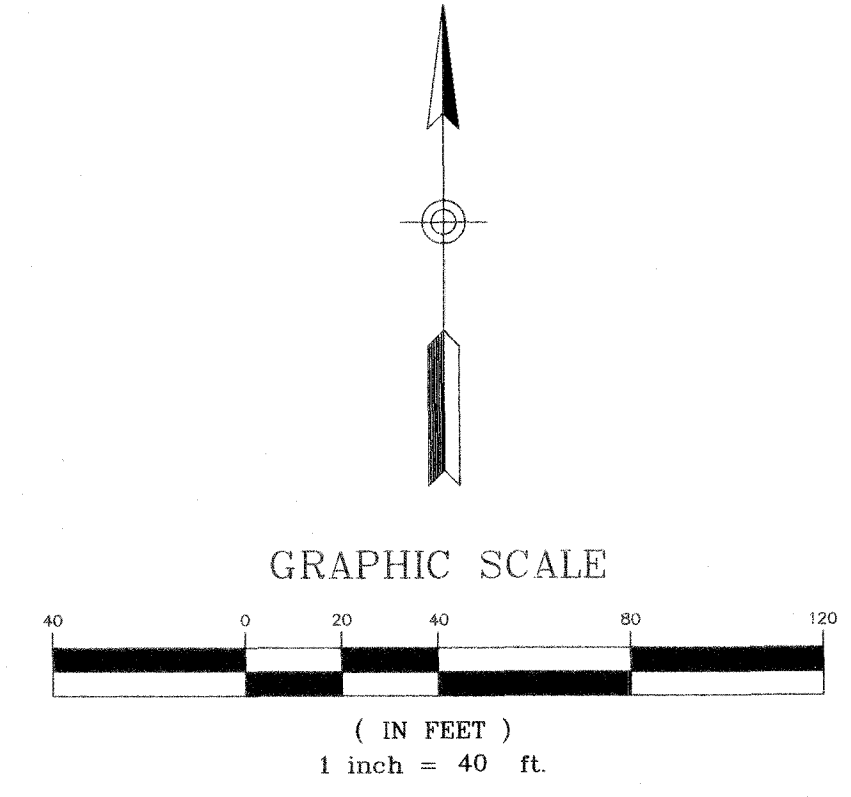
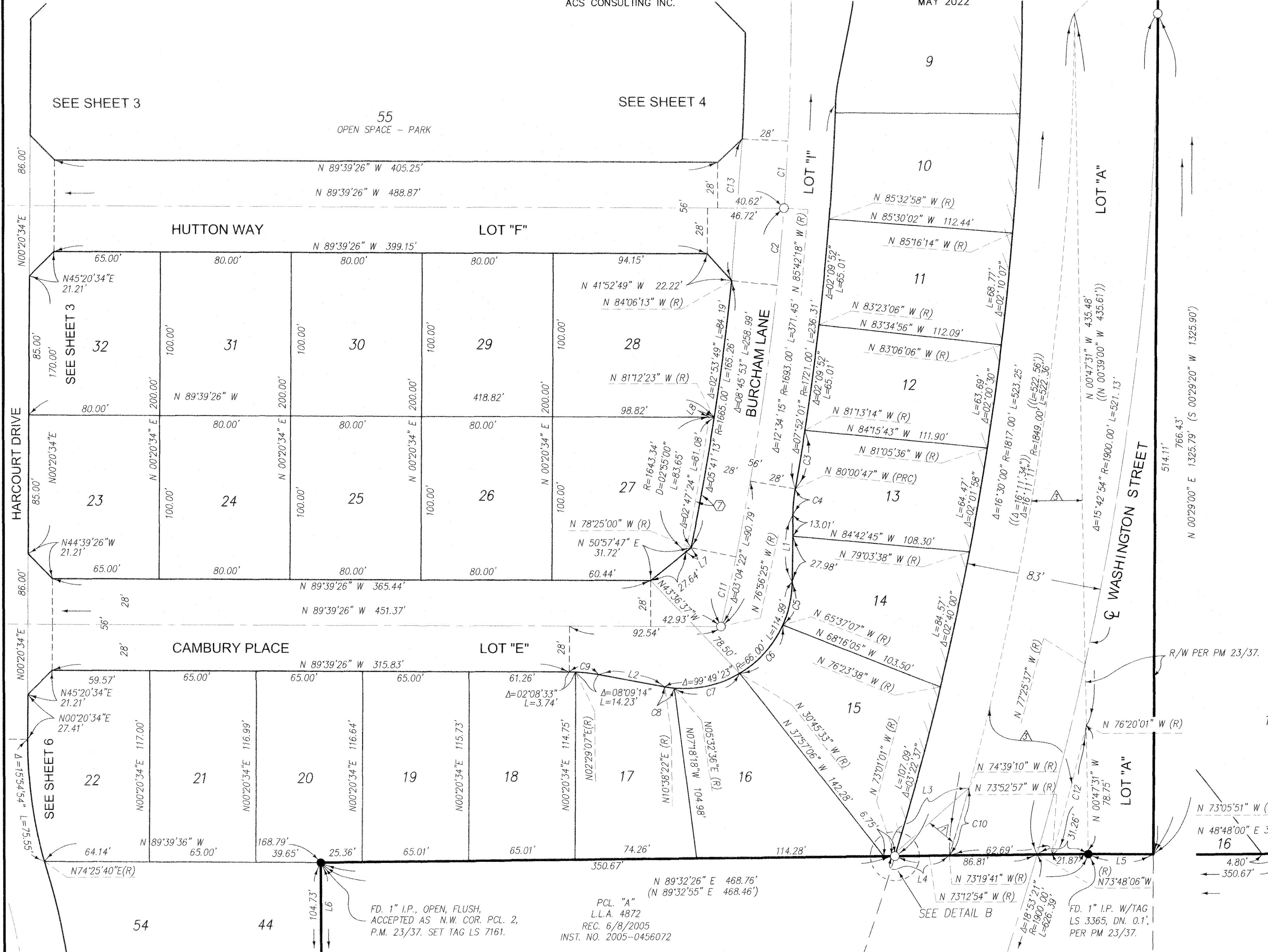
WASHINGTON STREET N 00°29'00" E 1325.79' (S 00°29'20" W 1325.90')

SURVEYORS NOTES, SURVEY PROCEDURE, INDEX MAP,
EASEMENT NOTES AND ENVIRONMENTAL CONSTRAINT NOTE

SEE SHEET 2

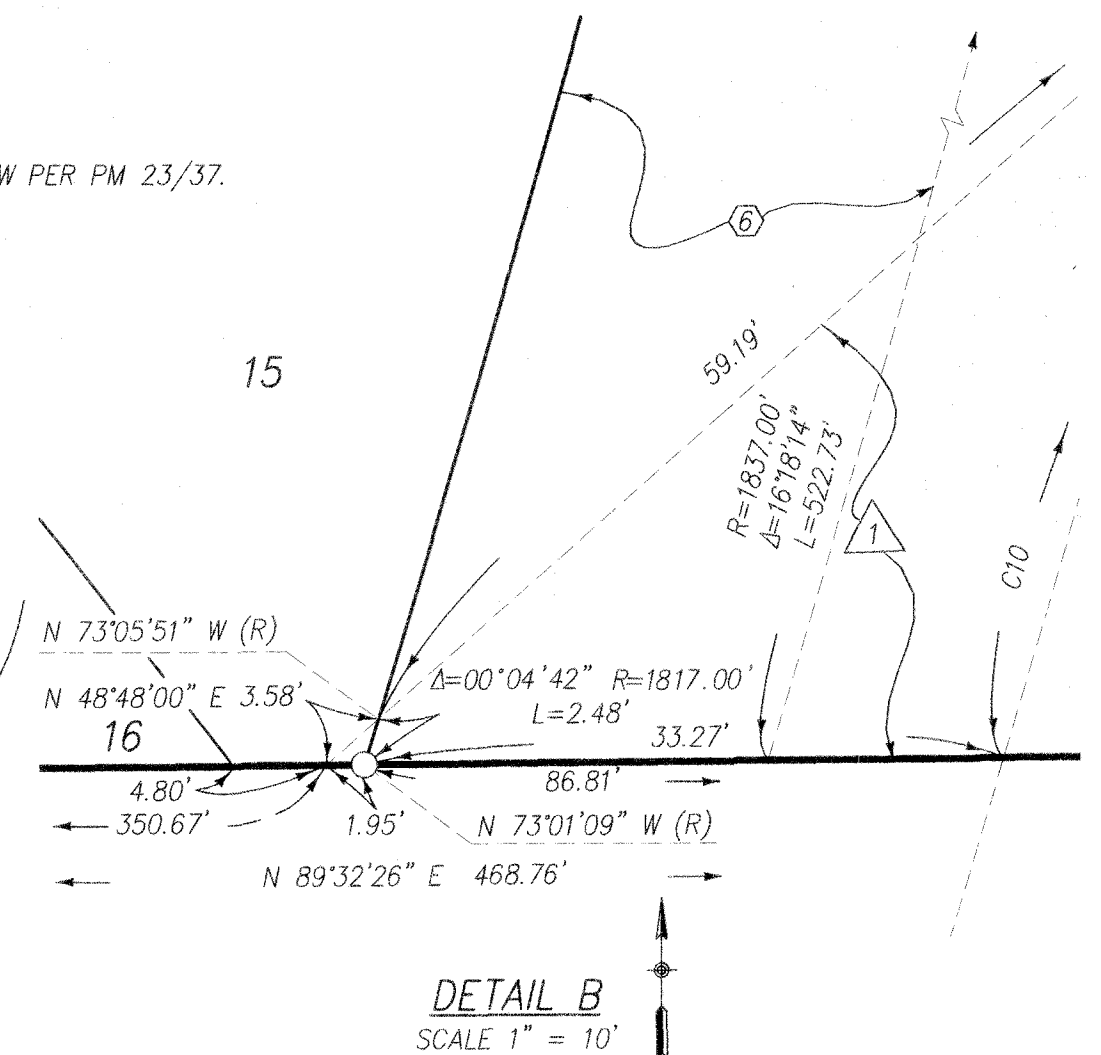
TRACT NO. 31700-1

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CALIFORNIA, IN SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.B.B.M.
MAY 2022
ACS CONSULTING INC.



LINE TABLE		
NO.	BEARING	LENGTH
L1	N 00°48'59" E	40.99'
L2	N 79°21'38" W	40.99'
L3	N 48°48'00" E	62.77'
L4	N 89°32'26" W	33.27'
L5	N 89°31'00" W	39.74'
L6	N 00°11'12" W	280.01'
L7	N 50°57'47" E	4.08'
L8	N 89°39'26" W	3.01'

ARC TABLE			
NO.	DELTA	LENGTH	RADIUS
C1	01°23'33"	41.15'	1693.00'
C2	01°36'06"	47.33'	1693.00'
C3	01°12'27"	36.27'	1721.00'
C4	09°10'14"	16.01'	100.00'
C5	23°33'54"	27.14'	66.00'
C6	34°51'34"	40.16'	66.00'
C7	36°18'09"	41.82'	66.00'
C8	05°05'45"	5.87'	66.00'
C9	10°17'48"	17.97'	100.00'
C10	01°19'29"	42.75'	1849.00'
C11	01°28'34"	43.62'	1693.00'
C12	02°27'04"	81.67'	1909.00'
C13	02°59'39"	87.01'	1665.00'



FD. 1" I.P., OPEN, FLUSH,
ACCEPTED AS N.W. COR. PCL. 2,
P.M. 23/37. SET TAG LS 7161.

PCL. "A"
L.L.A. 4872
REC. 6/8/2005
INST. NO. 2005-0456072

SEE DETAIL B

FD. 1" I.P. W/TAG
LS 3365, DN. 0.1,
PER PM 23/37.

DETAIL B
SCALE 1" = 10'

TRACT NO. 31700-1

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 OF PARCEL MAP 7375, AS SHOWN BY MAP ON FILE
IN BOOK 23, PAGE 37 OF PARCEL MAPS, RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA, IN SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 WEST, S.B.B.M.
ACS CONSULTING INC. MAY 2022

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.



LINE TABLE		
NO.	BEARING	LENGTH
L1	N 00°20'34" E	27.41'
L2	N 16°19'48" W	10.00'
L3	N 16°19'48" W	10.00'
L4	N 16°19'48" W	10.00'
L5	N 03°24'59" W	6.99'
L6	N 46°56'02" W	20.66'
L8	N 03°24'59" W	2.53'
L9	N 43°03'58" E	21.75'
L10	N 45°03'39" W	21.36'
L11	N 44°39'26" W	21.21'
L12	N 03°24'59" W	47.82'
L13	N 00°54'51" E	14.86'
L14	N 89°10'20" W	10.00'
L15	N 00°54'51" E	20.55'
L16	N 45°03'39" W	8.30'
L17	N 43°03'58" E	10.03'
L18	N 42°28'43" W	18.22'
L19	N 50°47'17" E	10.02'
L20	N 42°28'43" W	16.87'
L21	N 89°32'55" E	10.01'
L22	N 39°12'43" W	10.00'
L23	N 02°36'19" W	8.38'
L24	N 44°56'21" E	21.07'
L25	N 44°56'21" E	11.88'
L26	N 12°23'40" W	20.77'
L27	N 77°31'09" E	10.00'
L28	N 12°23'40" W	14.38'
L29	N 50°47'17" E	14.74'
L30	N 50°47'17" E	16.10'
L31	N 46°56'02" W	10.09'
L32	N 45°03'39" W	15.95'
L33	N 89°30'40" W	2.53'
L34	N 44°56'21" E	10.09'
L35	N 89°31'50" E	6.00'
L36	N 44°56'21" W	16.92'

ARC TABLE			
NO.	DELTA	LENGTH	RADIUS
C1	00°45'27"	3.60'	272.00'
C2	03°56'22"	22.55'	328.00'
C3	12°54'49"	73.93'	328.00'
C4	12°54'49"	67.62'	300.00'
C5	12°54'49"	61.30'	272.00'

