

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



**ITEM: 2.24
(ID # 19506)**

MEETING DATE:
Tuesday, August 30, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 33356 a Schedule "B" Subdivision in the Rancho California area.
District 3. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

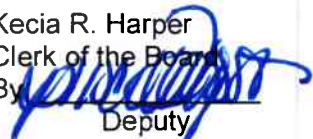
1. Approve the Improvement Agreements and Lien Agreement for Final Tract Map 33356 as approved by County Counsel;
2. Approve the Final Map; and
3. Authorize the Chair of the Board to sign the Improvement Agreements, Lien Agreement and Final Tract Map 33356.

ACTION:Consent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 30, 2022
xc: Transp.

Kecia R. Harper
Clerk of the Board
By 
Deputy

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

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

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Final Tract Map 33356 was approved by the Board of Supervisors on July 12, 2011, as Agenda Item 16.3. Final Map 33356 is a 42.38-acre subdivision creating 16 residential lots and 2 open space lots in the Rancho California area. This Final Map complies in all respects with the provisions of the Subdivision Map Act and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map. The Transportation Department recommends approval of this final tract map.

Sand Creek Development, LP, desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and a Lien Agreement which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer.

TR 33356 \$ 2,034,000 for the completion of road and drainage improvements.

TR 33356 \$ 125,500 for the completion of the water system.

TR 33356 \$ 85,900 for the completion of the survey monumentation.

Additional Fiscal Information:

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

ATTACHMENTS:

- TR 33356 Vicinity Map
- TR 33356 Improvement Agreements
- TR 33356 Lien Agreement
- TR 33356 Mylars


Jason Fain, Principal Management Analyst 8/24/2022


Ronak Patel, Deputy County Counsel 8/24/2022

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Sand Creek Development, LP, 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 33356**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and to furnish all labor, equipment and materials necessary to perform and complete construction within **48** 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 thirty-four thousand and no/100 Dollars (\$2,034,000.00)**.

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 or other security 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, his 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, his 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, his 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, his 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, he shall be in default of this agreement and notice of such default shall be served upon him. 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 bond or other 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, in all cases other than where a lien agreement is used, a 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 other security with good and sufficient sureties or increase the amount of said bond(s) or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

ELEVENTH: 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.

TWELFTH: 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	Sand Creek Development, LP P. O. Box 181 Winchester, CA 92596

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

Sand Creek Development, LP, a California Limited Partnership
By: Domenigoni/Little, a Family Limited Partnership, a California Limited Partnership
Its General Partner
By: Angela D. Little
Angela Domenigoni Little, General Partner

ACKNOWLEDGMENT

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

State of California
County of Riverside)

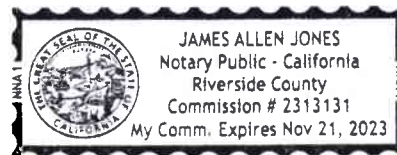
On 5/13/2022 before me, James Allen Jones
(insert name and title of the officer)

personally appeared Angela D Little,
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 James Jones (Seal)



COUNTY OF RIVERSIDE

By Jeff Hewitt
JEFF HEWITT

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
Clerk of the Board

By Priscilla Russo
Deputy

APPROVED AS TO FORM

County Counsel

By B. Fu

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

Revised 02/02/10

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**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 Sand Creek Development, L.P., 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 33356**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** 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 **Rancho California 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 **One hundred twenty-five thousand five hundred and no/100 Dollars (\$125,500.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond or other security 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, his 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, his 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.

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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, his 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, his 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, he shall be in default of this agreement and notice of such default shall be served upon him. 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 bond or other 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, in all cases other than where a lien agreement is used, a 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 other security with good and sufficient sureties or increase the amount of said bond(s) or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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 a 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.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

ELEVENTH: 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.

TWELFTH: 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	Sand Creek Development, LP P. O. Box 181 Winchester, CA 92596

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

Sand Creek Development, LP, a California Limited Partnership

By: Domenigoni/Little, a Family Limited Partnership, a California Limited Partnership

Its General Partner

By: Angela D. Little
Angela Domenigoni Little, General Partner

ACKNOWLEDGMENT

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

State of California
County of Riverside

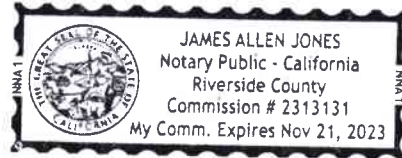
On 5-13-2022 before me, James Allen Jones
(insert name and title of the officer)

personally appeared Angela D Little
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 James Jones (Seal)



COUNTY OF RIVERSIDE

By 
JEFF HEWITT
CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

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

Revised 02/02/10

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**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 Sand Creek Development, LP, 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 33356**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **48** 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 provides 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, his 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 **Eighty-Five Thousand Nine Hundred and no/100 Dollars (\$85,900.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the County Surveyor. Contractor further agrees that, if suit is brought upon this agreement or any bond or other security 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, his 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, his 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.

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FOURTH: The Contractor hereby grants to County, the Surety upon any bond or other security, and to the agents, employees and contractors of either of 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 him 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 other security with good and sufficient sureties or increase the amount of said bonds or other security, 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, he 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: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other 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 a good and sufficient security 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.

SEVENTH: 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, he 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 his 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, his 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.

EIGHTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security 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 or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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TENTH: 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	Sand Creek Development, LP P. O. Box 181 Winchester, CA 92596

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

Sand Creek Development, LP, a California Limited Partnership

By: Domenigoni/Little, a Family Limited Partnership, a California Limited Partnership
Its General Partner

By: Angela D. Little
Angela Domenigoni Little, General Partner

ACKNOWLEDGMENT

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

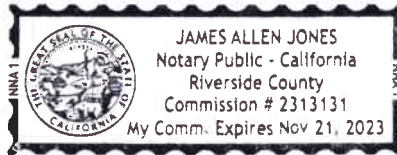
State of California
County of Riverside)

On 5-13-2022 before me, James Allen Jones
(insert name and title of the officer)

personally appeared Angela D Little
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 James Jones (Seal)

COUNTY OF RIVERSIDE

By _____

ATTEST:

KECIA HARPER,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By _____

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

Revised 02/02/10

COUNTY OF RIVERSIDE

By


JEFF HEWITT

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER,
Clerk of the Board

By


Deputy

APPROVED AS TO FORM

County Counsel

By



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

Revised 02/02/10

AUG 30 2022 2.24



TRANSPORTATION DEPARTMENT

2.24

FORM 11 SUMMARY/ROUTING FORM

RECEIVED RIVERSIDE COUNTY CLERK/BOARD OF SUPERVISORS

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

AGREEMENT/CONTRACT NO.: 2022 JUL 27 PM 1:25

REQUESTED BOARD DATE: 8/30/2022 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: 33356 (Schedule "B")

DESCRIPTION: APPROVAL OF FINAL TRACT MAP, LIEN AGREEMENT AND IMPROVEMENT AGREEMENTS.

CONTRACTING PARTY: Paul Hillmer	W.O. NO.: FTM33356 (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, LIEN AGREEMENT AND 3 COPIES OF THE IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE CHAIR OF THE BOARD.

THE FINAL TRACT MAP, LIEN AGREEMENT AND CC&R's ARE 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:
19506			

8/30/22
2022-8-153344

111



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS

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

AGREEMENT/CONTRACT NO.: 2022 JUL 27 PM 1:25

REQUESTED BOARD DATE: 8/30/2022 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 DIST: 3		

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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.):

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THE FINAL TRACT MAP, LIEN AGREEMENT AND CC&R's ARE 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:
19506			

8/30/22 2.24
2022-8-153344

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

1. Work Order # _____

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

1. Page _____ of _____

DEPARTMENTAL INFORMATION

3. DEPARTMENT Clerk of the Board of Supervisors		8. ORG.#	10. DATE 08/31/2022
4. ORGANIZATION County of Riverside		9. ACCOUNT #	11. MEDIA CODE
5. ADDRESS 4080 Lemon St., Room 127		12. NO. OF BOXES TRANSFERRED	
CITY Riverside, Ca. 92501		13. RECORDS TRANSFERRED BY:	
6. MAIL STOP 1010	7. Name PHONE # FAX# Sue Maxwell 955-1069 955-1071	14. RECORDS COORDINATOR (must be Authorized):	

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS <small>Must be the same as records series title on schedule</small>	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Final Tract Map No 33356 - Sched "B"				
	on of Rancho Pauba Lying Within Protracted SEC 2 T8S R2W				
	District 3				

**RECEIVED
RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2022 AUG 31 AM 10:29**

21. RECORDS RECEIVED BY: <i>Marcela Hurtado</i>		30. REMARKS	
22. TITLE	23. RECEIVED VIA:		
24. DATE RECEIVED: <i>8/31/22</i>	25. TIME RECEIVED:		
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:		
28. NAME\DATE SCANNED TO HOLDING AREA:			

WHEN RECORDED PLEASE RETURN TO:

RECORDING REQUESTED BY:

Construction Engineer
Riverside County Transportation Dept.
4080 Lemon Street
Riverside, CA 92501

FOR THE BENEFIT OF THE COUNTY

LIEN AGREEMENT

As Subdivision Improvement Security for TR 33356

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR
RECORDING INFORMATION

AUG 30 2022 2.24

LIEN AGREEMENT

THIS LIEN AGREEMENT (“Lien Agreement”) is entered into this 20th day of June, 2022, by and among the County of Riverside, a political subdivision of the State of California (“County”) and Sand Creek Development, LP (“Owner”).

RECITALS

- A. Owner has applied to County for approval of a Final Map for as **TR 33356** referred to herein as “Map,” pursuant to Ordinance No. 460 (“the Subdivision Ordinance”).
- B. Owner is required to enter into secured agreements with County entitled “Subdivision Improvement Agreements” to perform certain acts and construct certain improvements as a condition of County’s approval of said Map.
- C. Owner is required by the Subdivision Improvement Agreement, the Subdivision Ordinance, and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499) to provide security satisfactory to the County to secure its obligations under the Subdivision Improvement Agreement.
- D. Owner warrants that Owner has not sold any of the individual lots in the real property to be divided, as identified on the Map.
- E. With the exception of grading commenced pursuant to a valid grading permit, Owner has not commenced to install or construct any of the improvements required by the Subdivision Improvement Agreement and has not been issued any construction permits, excluding a grading permit, on any of the real property to be divided as identified on the Map.
- F. Owner has provided a title insurance policy and current title report from a title company approved by the County and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.
- G. Pursuant to the Subdivision Ordinance, § 17.3, County is authorized to defer the posting of securities for the provision of improvements to the land division if the Owner enters into a secured agreement to defer making land division improvements required by Article X of the Subdivision Ordinance.
- H. County is authorized to accept the security proposed by Owner, known as a lien agreement, for the Subdivision Improvement Agreement under the provisions of Government Code Section 66499 (a) (4) and Subdivision Ordinance § 17.3.
- I. County has found and determined that it would not be in the public interest to require the installation of the required improvements sooner than two years after the recordation of the Map.
- J. Owner represents and County has confirmed that Owner has paid all plan check fees and has a deposit based fee account in good standing with the County.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Owner's Performance and Obligations

A. Owner hereby grants to County, in accordance with the terms and conditions of this Lien Agreement, a lien upon the property ("Property") described in Exhibit "A" ("Grant Deed"), attached hereto, as security for the following obligations of Owner:

(1) Construction of the improvements ("Improvements") specified in the Subdivision Improvement Agreement, in the estimated amounts and for the purposes specified in Exhibit "B" attached hereto; provided, however, that Owner's obligation hereunder shall extend to the actual cost of construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth in Exhibit "B"; and

(2) Payment of the balance of the fees or provision of the improvements or services described in Article X of the Subdivision Ordinance (collectively, "Fees"), in the amount required in accordance with Ordinance 671, as determined appropriate by the Director of Transportation.

This lien secures said obligation and the remedies provided herein for breach of said obligation.

B. For so long as title to the Property remains subject to this Lien Agreement, Owner shall not: (1) request issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property; (2) sell or permit the sale of any lot shown on the Map; or (3) commence work on any portion of the Improvements except as necessary to correct or prevent threats to the public health, safety or general welfare with the consent of the County. Notwithstanding the above, fee title to the entire property encumbered by this Lien Agreement or to all lots designated on the Map may be sold in the aggregate to a single purchaser, provided that the proposed purchaser, prior to assuming title to the property, executes a new lien agreement or provides acceptable alternative security acceptable to the County.

C. At the time Owner executes this Lien Agreement, Owner shall file with County a cash deposit in the amount of Twelve Thousand Dollars (\$12,000), to be used by County to reimburse County for any costs which County may incur in processing a reversion to acreage initiated pursuant to this Lien Agreement. Any unused portion of such deposit shall be refunded to Owner following completion of such reversion. If the costs of reverting the Property to acreage exceed \$12,000, Owner shall pay such additional costs to County prior to recordation of the reversion to acreage map. The unused portion of this deposit may be applied to the deposit of fees for inspection, tests and other related purposes for the required Improvements upon termination of this Lien Agreement. If fee title to the entire property encumbered by this Lien Agreement or all lots designated on the Map are sold in the aggregate to a single purchaser and the purchaser executes a new lien agreement, the purchaser shall file with County a cash deposit in the amount of Twelve Thousand Dollars (\$12,000) for the purpose of reverting the property to acreage if the purchaser breaches the terms of the lien agreement. Upon receipt of the substitute deposit from the purchaser and execution of the new lien agreement, the original cash deposit will be refunded to Owner, minus Fees still owed to County by Owner.

D. Prior to obtaining a grading permit or commencing the installation and construction of any portion of the Improvements required by the Subdivision Improvement Agreement, Owner shall deposit fees for inspections, tests and other related purposes, and shall substitute other forms of security satisfactory to County in place of this Lien Agreement; provided, however, that Owner shall not be permitted to obtain said permits,

substitute such security or commence the installation and construction of any portion of the Improvements if less than two (2) years have elapsed since the date of recordation of this Lien Agreement.

E. Owner shall make the deposits specified in attached Exhibit "B" in the amounts prescribed for such purposes upon termination of this Lien Agreement. Owner also agrees to provide the substitute forms of security in the amounts and for the purposes set forth in the Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Improvements at the time of substitution, as ascertained by County.

F. Owner shall substitute acceptable security for this Lien Agreement and commence to construct the Improvements required by the Subdivision Improvement Agreement within three (3) years following the date of recordation of the Map. At its sole discretion, the County may grant extensions of time in accordance with Section 17.3 of the Subdivision Ordinance. For each extension of time, Owner shall provide a title insurance policy and current title report from a title company approved by the County, and issued within the 60 days prior to the request for an extension of time, that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.

G. Owner shall pay the balance of the Fees prior to commencement of the work for which the Fees are required or prior to issuance of any building permit, whichever occurs first.

H. Owner agrees that if suit is brought upon this Lien Agreement, all costs and reasonable expenses and fees incurred by the County in successfully enforcing Owners obligations shall be paid by Owner, including attorneys' fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

I. Owner agrees to indemnify, and hold harmless, the County, its officers, employees and agents from any liability whatsoever based or asserted upon any act or omission of Owner, its employees and agents relating to or in any way connected with the accomplishment of work, obligations, or performance of service under this Lien Agreement. As part of the foregoing indemnity, Owner agrees to protect and defend at its own expense, including attorneys' fees, the County, its officers, employees and agents in any legal action based upon such alleged acts or omissions.

II. County's Performance and Obligations

A. Following (1) County's approval of the substitute forms of security submitted by Owner pursuant to Paragraph I(D) hereof, (2) deposit by Owner of fees for inspections, tests and other specific purposes, and (3) Owner's payment or other performance of the obligations encompassed by the Fees required by Article X of the Subdivision Ordinance, performance of which are secured by this Lien Agreement, County shall release the Property, from the provisions of this Lien Agreement, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

B. In no instances shall this Lien Agreement compel the County to construct the required Improvements.

III. Effect of Lien Agreement

A. From the date of recordation of this Lien Agreement, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to discharge all obligations contained in the

Subdivision Improvement Agreement and any Fees. Under no circumstances shall the County agree to subordinate the lien.

B. Owner shall have the right to convey or sell fee title to the entire property encumbered by this Lien Agreement, so long as the purchaser agrees in writing to accept and be bound by the terms and provisions of this Lien Agreement, the applicable Subdivision Improvement Agreement, and the Fees, or has provided alternative security acceptable to the County per Subdivision Ordinance § 17.1.A. Any new lien agreement entered into by a purchaser of the Property must provide for completion of the Improvements by the same date as is specified herein.

C. This Lien Agreement shall expire upon release of the Property by the County, except that Owner's obligation to perform and complete the Improvements within four (4) years from the date of recordation of this Lien Agreement (or such date as may have been extended in accordance with the Subdivision Ordinance), as described in Section I(F) above, shall not expire but shall remain in full force and effect until satisfactory completion of the Improvements in full compliance with the Subdivision Improvement Agreement.

D. Notwithstanding any provisions of the Subdivision Ordinance to the contrary, so long as this Lien Agreement is utilized for security as described herein, the County is not obligated to accept offers of dedication for street or drainage purposes on the Property.

IV. Events of Default

Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

A. Failure by Owner to deposit fees for inspections, tests and other specified purposes or to substitute other forms of security satisfactory to County within the time allotted and as prescribed by this Lien Agreement.

B. Commencement of any work on the Improvements by Owner, its agents or employees, prior to substitution of acceptable security with the County in place of this Lien Agreement except as specifically authorized by County to correct or prevent threats to the public health, safety or general welfare.

C. Failure by Owner to substitute acceptable security for this Lien Agreement and complete construction of the Improvements described in the Subdivision Improvement Agreement within the time allotted and as prescribed by this Lien Agreement.

D. Failure by Owner to pay the Fees described in Section I (A) (2), above, at the time required herein.

E. Filing of any proceedings or action by or against Owner to declare Owner bankrupt or to appoint a receiver or trustee for Owner or to reorganize Owner or to make an assignment for the benefit of creditors or to do anything else of a similar nature or purpose under any state or federal bankruptcy or insolvency laws, if such proceedings or actions are not discharged within sixty (60) days.

F. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within (60) days.

G. Sale of any lot shown on the Map prior to release of the lien created by this Lien Agreement, except as provided in subparagraph III (B).

H. Request by Owner of issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property.

I. Breach by Owner of any other term or condition of this Lien Agreement or of the Subdivision Improvement Agreement or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

All references to Owner in this section shall be deemed to include Owner's successors, assignees and transferees.

V. County's Remedies

Upon the occurrence of any of the events described in Section IV, above, County may declare a breach of this Lien Agreement by giving thirty (30) days written notice to Owner, and may, at County's option, exercise any one or more of the following remedies:

A. Pursue any or all of the remedies provided in the Subdivision Improvement Agreement;

B. Enforce this lien by appropriate action in court or as provided by law and in the event the enforcement is by action in court, the Owner agrees that the amount of said lien shall include reasonable attorneys' fees which shall be taxed as a cost in any suit for such enforcement;

C. Estimate the cost of the work required to complete the Improvements, and all Fees, and foreclose said lien in said amount;

D. Initiate proceedings for reversion of the real property within the land division to acreage, at the expense of Owner, in accordance with the provisions of the Subdivision Map Act;

E. Pursue any other remedy, legal or equitable, for the foreclosure of a lien. Owner, its heirs and assigns, shall pay reasonable attorneys' fees to be taxed as a cost in said proceedings.

VI. General Provisions

A. Recordation. This Lien Agreement shall be recorded by County with the County Recorder immediately following execution of this Lien Agreement indexed by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code Section 66436, acknowledging subordination of their interests to this Lien Agreement.

B. Contingency. This Lien Agreement shall not take effect until it has been approved by the County Board of Supervisors.

C. Entire Agreement. This Lien Agreement together with all exhibits and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

D. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Agreement and the intentions of the parties.

E. Governing Law. This Lien Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

F. Headings. The captions and Section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

G. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Agreement shall be valid unless the same is in writing and signed by all parties.

H. No Other Inducement. The making, execution and delivery of this Lien Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

I. Severability. If any term, provision, covenant or condition of this Lien Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Lien Agreement shall be valid and enforceable to the fullest extent permitted by law.

Sand Creek Development, LP, a California Limited Partnership

By: Domenigoni/Little, a Family Limited Partnership, a California Limited Partnership
Its General Partner

By: Angela Domenigoni Little
Angela Domenigoni Little, General Partner

COUNTY OF RIVERSIDE ("COUNTY")

By: Jeff Hewitt
Chairman, Board of Supervisors
JEFF HEWITT

ATTEST:

KECIA HARPER,
Clerk of the Board

By: Branna Smith
Deputy

APPROVED AS TO FORM

County Counsel

By: B. F.



ACKNOWLEDGMENT

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

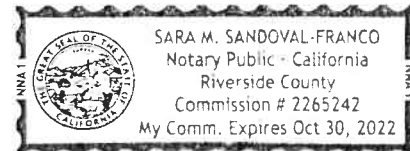
State of California
County of Riverside)

On 07/22/22 before me, Sara M. Sandoval-Franco, Notary Public,
(insert name and title of the officer)

personally appeared Angela Domenigoni Little
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 S. Sandoval-Franco (Seal)

Exhibit A

Lawyers Title

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO
AND MAIL TAX STATEMENT TO:

SAND CREEK DEVELOPMENT, LP
P.O. Box 181
Winchester, CA 92596

DOC # 2016-0214451

05/25/2016 04:32 PM Fees: \$60.00

Page 1 of 6

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

**This document was electronically submitted
to the County of Riverside for recording**
Received by: TERESA #134

The Area Above is Reserved for Recorder's Use

616672159

CORRECTION QUITCLAIM DEED

Documentary Transfer Tax \$ -0-
Computed on Full Value of Property Conveyed or
Computed on Full Value Less Liens & Encumbrances
Remaining Thereon At Time of Sale

Signature of declarant or agent determining tax

Unincorporated Area _____ City of _____
TAX PARCEL NUMBER Parcel _____ Book _____ Page _____

Tax: 094.147
D.T.T. \$0

THIS CONVEYANCE CONFIRMS TITLE TO THE GRANTEE
WHO CONTINUES TO HOLD THE SAME INTEREST
ACQUIRED ON 1/14/2005, DOCUMENT NO. 05-40767
WHEREIN \$2,090 DOCUMENTARY TRANSFER TAX WAS
PAID, R&T 11911

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RANCHO 42, a California Limited Partnership, hereby remise,
release and forever quitclaims to

SAND CREEK DEVELOPMENT, LP, a California Limited Partnership

the following described real property in the County of Riverside, State of
California:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Lawyers Title

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO
AND MAIL TAX STATEMENT TO:

SAND CREEK DEVELOPMENT, LP
P.O. Box 181
Winchester, CA 92596

The Area Above is Reserved for Recorder's Use

01/06/12 1539

CORRECTION QUITCLAIM DEED

Documentary Transfer Tax \$ -0-
Computed on Full Value of Property Conveyed or
Computed on Full Value Less Liens & Encumbrances
Remaining Thereon At Time of Sale

Signature of declarant or agent determining tax

Unincorporated Area ___ City of ___
TAX PARCEL NUMBER Parcel ___ Book ___ Page ___

01/06/12 1539
05-40767

THIS CONVEYANCE CONFIRMS TITLE TO THE GRANTEE
WHO CONTINUES TO HOLD THE SAME INTEREST
ACQUIRED ON 1/14/2005, DOCUMENT NO. 05-40767
WHEREIN \$2,090 DOCUMENTARY TRANSFER TAX WAS
PAID, R&T 11911

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RANCHO 42, a California Limited Partnership, hereby remise,
release and forever quitclaims to

SAND CREEK DEVELOPMENT, LP, a California Limited Partnership

the following described real property in the County of Riverside, State of
California:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

More commonly known as: APN: 951-220-002-3

THIS IS A CORRECTION DEED TO THAT GRANT DEED RECORDED JANUARY 14, 2005 AS DOCUMENT NO. 2005 0040767 AND IS BEING RECORDED TO:

Correct the spelling of the Grantee's name from SAN CREEK DEVELOPMENT, LP to SAND CREEK DEVELOPMENT, LP

DATED: April 27, 2016

RANCHO 42, A CALIFORNIA LIMITED PARTNERSHIP

BY: *[Signature]*
PATRICK C. POON, General Partner

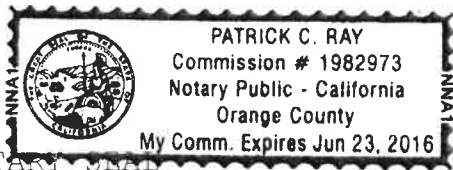
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange) ss.

On 5-04-, 2016, before me, Patrick C. Ray, a Notary Public, personally appeared PATRICK C. POON, 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 is true and correct.

WITNESS my hand and official seal.



NOTARY SEAL

[Signature]
(Signature of Notary Public)

PENALTY OF PERJURY FOR NOTARY SEAL

(GOVERNMENT CODE 27361.7)

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: Patrick C. Ray

DATE COMMISSION EXPIRES: June 23, 2016

COUNTY WHERE BOND IS FILED (if applicable): Orange

STATE WHERE BOND IS FILED: CA

COMMISSION NUMBER (if applicable): 1982973

MANUFACTURER/VENDER NO: NNA1

PLACE OF EXECUTION: Riverside, California

(CITY & STATE)

DATE: May 25, 2016

SIGNATURE: _____

PRINT NAME: P. Jones

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

EASEMENTS FOR ROADWAY AND PUBLIC UTILITY PURPOSES TO BE USED IN COMMON WITH OTHERS, IN AND OVER A STRIP OF LAND OVER THAT PORTION OF THE RANCHO PAUBA, WHICH RANCHO WAS GRANTED BY THE GOVERNMENT OF THE UNITED STATES TO LUIS VIGNES BY PATENT DATED JANUARY 19, 1860 AND RECORDED IN BOOK 1, PAGE 45 OF PATENTS, SAN DIEGO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

- (1) A 110.00 FEET STRIP OF LAND OVER THAT PORTION OF SAID RANCHO PAUBA, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING AND LENGTH OF "SOUTH 15° 53' 31" WEST, 2867.36 FEET", IN THE CENTER LINE OF THAT CERTAIN 110.00 FOOT STRIP OF LAND DESCRIBED AS PARCEL (1) IN DEED TO TOM CALDWELL, ET UX, RECORDED ON APRIL 28, 1967, AS INSTRUMENT NO. 36274;

THENCE ALONG SAID CENTER LINE AS FOLLOWS:

SOUTH 15° 53' 31" WEST, ALONG SAID CERTAIN COURSE, 2867.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 4000.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, 125.00 FEET THROUGH A CENTRAL ANGLE OF 1° 47' 26" TO A POINT TO WHICH A RADIAL THEREOF BEARS NORTH 75° 53' 55." WEST, SAID POINT BEING POINT "A";

THENCE CONTINUING SOUTHERLY ALONG SAID CURVE, 961.29 FEET THROUGH A CENTRAL ANGLE OF 13° 46' 10";

THENCE TANGENT TO SAID CURVE SOUTH 0° 19' 55" WEST, 1423.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 4000.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 1564.26 FEET THROUGH A CENTRAL ANGLE OF 22° 24' 23";

THENCE TANGENT TO SAID CURVE SOUTH 22° 44' 18" WEST, 1552.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1200.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, 241.54 FEET THROUGH A CENTRAL ANGLE OF 11° 31' 58" TO A POINT IN THE CENTER LINE OF STATE HIGHWAY SIGN ROUTE 71, A RADIAL OF SAID CURVE TO SAID POINT BEARS NORTH 78° 47' 40" WEST.

EXCEPT THAT PORTION INCLUDED IN PARCEL B HEREINAFTER DESCRIBED.

- (II) A 66.00 FOOT STRIP OF LAND OVER THAT PORTION OF SAID RANCHO PAUBA, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED IN PARCEL A (I). ABOVE;

THENCE NORTH 75° 53' 55" WEST, 161.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1000.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, 468.02 FEET THROUGH A CENTRAL ANGLE OF 26° 48' 57";

THENCE TANGENT TO SAID CURVE SOUTH 77° 17' 08" WEST, 621.23 FEET TO POINT "B";

THENCE CONTINUING SOUTH 77° 17' 08" WEST 44.5 FEET;

EXCEPT THAT PORTION INCLUDED IN PARCEL B HEREINAFTER DESCRIBED.

PARCEL B:

THAT PORTION OF THE RANCHO PAUBA, WHICH RANCHO WAS GRANTED BY THE GOVERNMENT OF THE UNITED STATES TO LUIS VIGNES BY PATENT DATED JANUARY 19, 1860, AND RECORDED IN BOOK 1 PAGE 45 OF PATENTS, SAN DIEGO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" AS DESCRIBED IN PARCEL A (I) ABOVE;

THENCE ALONG THE CENTER LINE OF PARCEL A (II) ABOVE;

NORTH 75° 53' 55" WEST 161.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1000.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, 468.02 FEET THROUGH A CENTRAL ANGLE OF 26° 48' 57";

THENCE TANGENT TO SAID CURVE SOUTH 77° 17' 08" WEST, 340.00 FEET;

THENCE NORTH 1° 11' 17" EAST, 1612.73 FEET TO THE MOST SOUTHERLY
SOUTHEAST CORNER OF PARCEL 3 AS DESCRIBED IN THE DEED TO PALOMAR
LAND COMPANY, RECORDED NOVEMBER 9, 1965 AS INSTRUMENT NO. 127437;

THENCE NORTH 86° 24' 39" EAST, 1394.84 FEET TO THE CENTER LINE OF
PARCEL A (I) HEREINABOVE DESCRIBED;

THENCE ALONG SAID CENTER LINE SOUTH 15° 53' 31" WEST, 1610.68 FEET TO
THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST HAVING A
RADIUS OF 4000.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, 125.00 FEET THROUGH A CENTRAL
ANGLE OF 1° 47' 26" TO THE POINT BEGINNING.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED AS
PURCHASE PARCEL IN THE DEED TO GENE R. ANDERSON, ET UX, RECORDED
JUNE 11, 1968 AS INSTRUMENT NO. 54185;

THENCE ALONG THE NORTHERLY, BOUNDARY OF SAID PURCHASE PARCEL,
NORTH 77° 17' 08" EAST, 281.23 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 1° 11' 17" EAST, 134.00 FEET;

THENCE SOUTH 77° 17' 08" WEST, 100.00 FEET TO THE TRUE POINT OF
BEGINNING.

EXHIBIT B

Date Prepared:
1/6/2022

**FEE SECURITIES WORKSHEET
RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT**

TRACT / PARCEL / MS No.

TR33356

IP No.

160049

- 100% Bond to record map
 120% Bond to record map before improvement plans are signed

PART 1 - FAITHFUL PERFORMANCE and MATERIALS & LABOR	FAITHFUL PERFORMANCE	MATERIALS & LABOR
A Streets & Local Drainage Improvements (Line C, Sheet 5, worksheet)	\$ 2,034,000.00 (a)	\$ 1,017,000.00 (b)
B Transportation Drainage Improvements - per RCFCDD estimate	\$ - (a)	\$ - (b)
C Water Improvements (Line C, Sheet 7, worksheet) <u>RCWD</u>	\$ 125,500.00 (a)	\$ 62,750.00 (b)
D Sewer Improvements (Line C, Sheet 8, worksheet)	\$ - (a)	\$ - (b)
E	\$ - (a)	\$ - (b)
F SUBTOTAL (A + B + C + D + E)	\$ 2,159,500.00	\$ 1,079,750.00
G RCFCDD Drainage Improvements - Based on letter dated: <u>August 30, 2021</u>	\$ - (a)	\$ - (a)
H TOTAL SECURITY REQUIRED	\$ 2,159,500.00	\$ 1,079,750.00
<hr/>		
PART 2 - WARRANTY RETENTION 10% of Faithful Performance	\$ 215,950.00	
<hr/>		
PART 3 - MONUMENT SECURITY BOND Based on Riverside County Surveyor estimate dated <u>January 4, 2022</u>	\$ 85,900.00	
<hr/>		
PART 4 - TRANSPORTATION DEPT INSPECTION FEE		
I Base: 3% of Line F	\$ 64,785.00	
J Surcharge: 2% of Line I	\$ 1,295.70	
K SUBTOTAL (I + J)	\$ 66,080.70	
L Surcharge: 20% of Line H to record map prior to signed improvement plans	\$ -	
TOTAL TRANSPORTATION DEPARTMENT INSPECTION FEE	\$ 66,080.70	(\$75,000 max deposit required)

BOND SUMMARY

	FAITHFUL PERFORMANCE	MATERIALS & LABOR
STREETS & ALL DRAINAGE (A + B + E + G)	\$ 2,034,000.00	\$ 1,017,000.00
WATER IMPROVEMENTS	\$ 125,500.00	\$ 62,750.00
SEWER IMPROVEMENTS	\$ -	\$ -
WARRANTY RETENTION	\$ 215,950.00	(Bond or Security)
MONUMENT SECURITY BOND	\$ 85,900.00	(Bond or Security)
TRANSPORTATION DEPARTMENT INSPECTION FEE	\$ 66,080.70	(Cash Deposit)

(a) 100% of estimated construction costs

(b) 50% of estimated construction costs

CONTACT: Frank A. Artiga, PE
 EMAIL: frank@acsconsultinginc.com
 ADDRESS: ACS Consulting Inc.
PO Box 2252, Temecula, CA 92593
 PHONE: (951) 757-5178

PREPARED BY: S. Baig
 CHECKED BY: _____

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 CONSTRUCTION COST WORKSHEET
 AND PLAN CHECK FEE CALCULATION SHEET

PARCEL MAP OR TRACT NO. TR 33356 DATE 12/8/2021

PP, CU, PU, MS OR VL NO. _____ IP 160049

<u>IMPROVEMENTS</u>	<u>FAITHFUL PERFORMANCE SECURITY</u> (100% of Estimated Construction Costs)	<u>MATERIAL & LABOR SECURITY</u> Estimated Construction
---------------------	--	--

STREETS/DRAINAGE \$2,034,000.00

FLOOD CONTROL * = \$2,034,000.00 \$1,017,000.00

WATER DISTRICT RCWD \$125,500.00 \$62,750.00

SEWER DISTRICT N/A \$0.00 \$0.00

TOTAL \$2,159,500.00 \$1,079,750.00

Warranty Retention (10%) \$215,950.00

DESIGN ENGINEERS CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using County's unit costs are accurate for determining bonding costs

Above amounts do not include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

Frank Artiga

Signature

Date

12/8/2021

Frank A. Artiga
 Name Printed



Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide copy of F.C.D. letter stating cost estimate.

*******PLEASE READ INSTRUCTIONS BELOW*******

1. Quantities to be taken from improvement plans. Unit costs to be as provided on "Riverside County Improvement Requirement Worksheet."
2. Show Performance Bond Amounts to the nearest \$500. Material and Labor Bond amounts are 50% of Performance Bond Amounts. ** 100% for Flood Control Items.
3. For Construction items not covered by "Riverside County Improvement Requirement Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If Riverside County unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

PC6, SALEEM BAIG

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 2 of 14

PROJECT TR 33356

DATE 12/8/2021

STREET IMPROVEMENTS

QNTY.	JNIT	ITEM	UNIT COST	AMOUNT
Roadway Evcavation				
8,857	C.Y.	1. Projects with a Grading Plan	\$20.00	\$177,146
		Area x 0.50' (hinge point to hinge point)		\$0.00
		2. Projects without a Grading Plan		\$0.00
		(Road area and side slopes to daylight		\$0.00
		Cut (c)=	Fill (f)=	\$0.00
	C.Y. (c or f)	(a.) Excavate and Fill	\$0.40	\$0.00
	C.Y. (c-f)	(b.) Excavate and Export	\$1.10	\$0.00
	C.Y. (f-c)	(c.) Import and Fill	\$2.80	\$0.00
		If balance provide (a.) only, either cut or fill		\$0.00
		If export, provide (a.)&(b) a= fill, b= cut-fill		\$0.00
		If import, provide (a)&(c), a = cut, c = fill-cut		\$0.00
		(Unit costs for (a), (b), & © are 20% of actual		\$0.00
		Costs to assure that work will be corrected to		\$0.00
		Eliminate hazardous conditions.)		\$0.00
2,284	L.F	Sawcut Exist. A.C. Pavement	\$1.00	\$2,284.00
		S.F Cold plane A.C. Pavement	\$2.25	\$0.00
		S.Y.Grinding A.C, in Place	\$2.00	\$0.00
		S.Y.Remove A.C. Pavement	\$1.45	\$0.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 3 of 14

PROJECT TR 33356

DATE 12/8/2021

STREET IMPROVEMENTS (Cont'd.)

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F	Remove Curb and Gutter	\$18.00	\$0.00
	L.F	Remove A.C. Dike	\$3.00	\$0.00
	S.F	Remove Driveway	\$5.00	\$0
	EA.	Relocate Mailbox	\$250.00	\$0.00
	L.F	Remove Chain Link Fence	\$7.50	\$0.00
	L.F	Remove Barricade	\$10.00	\$0.00
3,372	Ton	Asphalt Concrete (145,766 S.F.)	\$90.00	\$303,480
		(144 lbs/cu.ft.)		\$0.00
2,915	C.Y.	Agg Base Class II (145,766 S.F.)	\$50.00	\$145,750
6	Ton	Asph. Emulsion (Fog Seal/Paint Binder)		\$0.00
		(1 ton = 240 gals) (S.	\$600.00	\$3,600.00
		Apply at 0.05 +0.03 = 0.08 gal/SY		\$0.00
	S.F	A.C Overlay (min. 0.10') (S.	\$0.90	\$0.00
718	L.F	Curb and Gutter (Type A-6)	\$15.00	\$10,770
1,563	L.F	Curb and Gutter (Type A-8)	\$17.00	\$26,571
	L.F	Type "C" Curb	\$12.00	\$0.00
	L.F	Type "D-1" Curb	\$12.00	\$0.00
	L.F	Type "D" Curb	\$15.00	\$0
5,492	L.F	A.C Dike (6") (incl. Material & labor)	\$10.00	\$54,920.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 4 of 14

PROJECT TR 33356

DATE 12/8/2021

STREET IMPROVEMENTS (Cont'd.)

QNTY.	JNIT	ITEM	UNIT COST	AMOUNT
		L.F A.C Dike (8") (incl. Material & labor)	\$15.00	\$0.00
1,595	S.F	P.C.C. Cross Gutter and Sprandreels	\$10.00	\$15,950
	S.F	P.C.C. Sidewalk	\$6.00	\$0
	S.F	P.C.C. Drive Approach	\$8.00	\$0.00
	S.F	P.C.C. Dip Section Std. 307	\$6.00	\$0.00
1	EA.	Handicapped Access Ramp	\$2,000.00	\$2,000
	C.Y.	Structural Reinforced Concrete	\$400.00	\$0.00
	L.F	Barricades	\$100.00	\$0
	L.F	Metal Beam Guard Railing	\$50.00	\$0.00
	L.F	Utility Trench, one side (Edison, Telephone,		\$0.00
2,746		Cable) (total length of streets)	\$10.00	\$27,460
	L.F	Chain Link Fence (6')	\$80.00	\$0.00
	L.F	Relocate Fence	\$12.00	\$0.00
	EA.	Pipe Gate	\$1,000.00	\$0.00
9	EA.	Relocate Power Pole	\$10,000.00	\$90,000
2	EA.	Street Lights (including conduit)	\$5,000.00	\$10,000
	EA.	Concrete Bulkhead	\$2,500.00	\$0.00
	EA.	Slope Anchors for Pipes	\$300.00	\$0.00
	C.Y.	Cut off wall (Std 2')	\$400.00	\$0.00
13	EA.	A.C. Overside Drain	\$800.00	\$10,400.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 5 of 14

PROJECT TR 33356

DATE 12/8/2021

STREET IMPROVEMENTS (Cont'd.)

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Under Sidewalk Drain Std 309	\$2,000.00	\$0.00
9	EA.	Modified Reverse Curb outlet	\$2,500.00	\$22,500.00
2	EA.	Curb Outlet Drainage Structure Std 308	\$2,000.00	\$4,000.00
	S.F	Terrace Drains and Down Drains	\$6.50	\$0.00
	S.F	Interceptor Drains	\$6.50	\$0.00
	C.Y.	R.C. Box Culvert	\$400.00	\$0.00
	C.Y.	Concrete Channel	\$200.00	\$0.00
	C.Y.	Rip Rap (¼ Ton) Method B	\$40.00	\$0.00
	C.Y.	Rip Rap (½ Ton) Method B	\$45.00	\$0.00
	C.Y.	Rip Rap (1 Ton) Method B	\$50.00	\$0.00
	C.Y.	Rip Rap (2 Ton) Method B	\$55.00	\$0.00
35	C.Y.	Grouted Rip Rap (¼ Ton) Method B	\$60.00	\$2,100.00
	C.Y.	Grouted Rip Rap (½ Ton) Method B	\$67.00	\$0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$75.00	\$0.00
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$80.00	\$0.00
1,650	L.F	18" R.C.P.	\$113.00	\$186,450.00
44	L.F	24" R.C.P.	\$140.00	\$6,160.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 6 of 14

PROJECT TR 33356

DATE 12/8/2021

STREET IMPROVEMENTS (Cont'd.)

QNTY.	JNIT	ITEM	UNIT COST	AMOUNT
904	L.F	30" R.C.P.	\$150.00	\$135,600.00
	L.F	36" R.C.P.	\$155.00	\$0.00
	L.F	42" R.C.P.	\$160.00	\$0.00
	L.F	48" R.C.P.	\$165.00	\$0.00
	L.F	54" R.C.P.	\$170.00	\$0.00
570	L.F	60" R.C.P.	\$175.00	\$99,750.00
	L.F	18" C.S.P. Or 21" x 15" CSPA	\$40.00	\$0.00
	L.F	24" C.S.P. Or 28" x 20" CSPA	\$50.00	\$0.00
	L.F	30" C.S.P. Or 35" x 24" CSPA	\$60.00	\$0.00
	L.F	36" C.S.P. Or 42" x 29" CSPA	\$70.00	\$0.00
	L.F	42" C.S.P. Or 49" x 33" CSPA	\$80.00	\$0.00
	L.F	48" C.S.P. Or 57" x 38" CSPA	\$100.00	\$0.00
	L.F	54" C.S.P. Or 64" x 43" CSPA	\$110.00	\$0.00
	L.F	60" C.S.P. Or 71" x 47" CSPA	\$120.00	\$0.00
	EA.	Catch Basins W = 4'	\$2,200.00	\$0.00
	EA.	Catch Basins W = 7'	\$4,000.00	\$0.00
	EA.	Catch Basins W = 14'	\$7,800.00	\$0.00
4	EA.	Catch Basins W = 21'	\$12,000.00	\$48,000.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET

Sht 7 of 14

PROJECT TR 33356

DATE 12/8/2021

STREET IMPROVEMENTS (Cont'd.)

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Catch Basins W = 28'	\$15,000.00	\$0.00
	EA.	Type IX Inlet	\$2,500.00	\$0.00
12	EA.	Type X Inlet	\$2,500.00	\$30,000.00
	EA.	Junction Structure No.1	\$3,000.00	\$0.00
1	EA.	Junction Structure No.2	\$3,000.00	\$3,000.00
	EA.	Junction Structure No.6	\$3,700.00	\$0.00
	EA.	Transition Structure No.1	\$12,500.00	\$0.00
	EA.	Transition Structure No.2	\$12,500.00	\$0.00
4	EA.	Transition Structure No.3	\$2,700.00	\$10,800.00
4	EA.	Manhole No.1	\$2,700.00	\$10,800.00
	EA.	Manhole No.2	\$3,300.00	\$0.00
	EA.	Manhole No.3	\$2,700.00	\$0.00
	EA.	Manhole No.4	\$5,000.00	\$0.00
	EA.	Adjust Water Valve (if no water plan)	\$250.00	\$0.00
	EA.	Adjust MH to Grade (if no sewer plan)	\$600.00	\$0.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 8 of 14

PROJECT TR 33356

DATE 12/8/2021

STREET IMPROVEMENTS (Cont'd.)

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
SINGING, STRIPING, and SIGNALS				
	S.F	Remove Traffic Stripes and Paint Marki	\$2.50	\$0.00
1	EA.	Remove Sign, Salvage	\$100.00	\$100.00
	EA.	Relocate Roadside Sign	\$150.00	\$0.00
6	EA.	Street Name Sign	\$400.00	\$2,400.00
2	EA.	Install Sign (Strap and Saddle Bucket	\$150.00	\$300.00
	EA.	Install Sign Mast Arm Hanger Method	\$150.00	\$0.00
8	EA.	Road Sign - One Post	\$250.00	\$2,000.00
	EA.	Road Sign - Two Post	\$400.00	\$0.00
	EA.	Object Marker - Modified Type "F" Deli	\$60.00	\$0.00
	EA.	Delineator (Class 1 Type F)	\$40.00	\$0.00
	EA.	Delineator (Class 2)	\$45.00	\$0.00
5	EA.	Pavement Marker, Reflective	\$3.75	\$18.75
	L.F	Paint Traffic Stripe (2 Coats)	\$0.38	\$0.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET

Sht 9 of 14

PROJECT TR 33356

DATE 12/8/2021

STREET IMPROVEMENTS (Cont'd.)

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
310	L.F	6" Thermoplastic Traffic Stripe	\$0.50	\$155.00
	L.F	8" Thermoplastic Traffic Stripe	\$1.40	\$0.00
	S.F	Thermoplastic Channelizing Limit Line and Pavement Marking	\$2.25	\$0.00
	S.F	Thermoplastic Cross Walk and Pavement	\$4.00	\$0.00
	L.S.	Signal and Lighting	\$150,000.00	\$0.00
		LANDSCAPING		\$0.00
	S.F	Maintenance Walk Std 113	\$4.00	\$0.00
	S.F	Colored Stamped Concrete	\$10.00	\$0.00
225	EA.	Street Trees (15 Gallon)	\$140.00	\$8,700
48,650	S.F	Landscape and Irrigation	\$5.00	\$93,415
	C.Y.	Landscape Fill Material	\$27.00	\$0.00
1	EA.	Water Meter	\$7,000.00	\$7,000.00
1	EA.	Electric Meter	\$10,000	\$10,000
		OTHER ITEMS NOT LISTED		
	L.F.	REMOVE BARRICADE	\$10.00	\$0.00

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT TR 33356

DATE 12/8/2021

STREET IMPROVEMENTS (Cont'd.)

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
OTHER ITEMS NOT LISTED				
6	EA	PIPE WINGWALL	\$5,000.00	\$30,000.00
330	LF	CABLE RAILING	\$20.00	\$6,600.00
420	LF	REMOVE EXIST. STORM DRAIN	\$50.00	\$21,000.00
4	EA	RELOCATE WATER APPURTENANCE	\$1,000.00	\$4,000.00
1	EA	CONCRETE COLLAR	\$2,000.00	\$2,000.00

A.	Subtotal	<u>\$1,627,179.31</u>
B.	Administrative Contigency (25% x A)	
	NOTE: Use 25% for TR and PM	<u>\$406,794.83</u>
	Use 5% for PP, CU, PU, MS VL Cases	
C.	Streets/Drainage Total (A + B)	<u>\$2,033,974.13</u>

BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN		
(ORD. 460, SEC. 10.3E)		
D.	20% x C	<u>\$406,794.83</u>
	Streets/Drainage Total (C + D)	<u>\$2,440,768.96</u>

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

Sht 11 of 14

PROJECT TR 33356

DATE 12/8/2021

WATER IMPROVEMENTS

Show quantities on this sheet only if project has a water plan. If no water plan is required then show applicable quantities as part of street improvements.

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F	4" Waterline	\$13.00	\$0.00
	L.F	6" Waterline	\$16.00	\$0.00
2,643	L.F	8" Waterline	\$21.00	\$55,503
	L.F	10" Waterline	\$27.00	\$0.00
	L.F	12" Waterline	\$31.00	\$0
	EA.	4" Gatevalve	\$650.00	\$0.00
	EA.	6" Gatevalve	\$800.00	\$0.00
5	EA.	8" Gatevalve	\$850.00	\$4,250
	EA.	10" Gatevalve	\$1,050.00	\$0.00
	EA.	12" Gatevalve	\$1,250.00	\$0.00
	EA.	Fire Hydrants (6") Super	\$2,500.00	\$0.00
12	EA.	Fire Hydrants (6") Standard	\$2,300.00	\$27,600
	EA.	4" Misc. Fittings	\$150.00	\$0.00
	EA.	6" Misc. Fittings	\$200.00	\$0.00
5	EA.	8" Misc. Fittings	\$250.00	\$1,250
	EA.	10" Misc. Fittings	\$280.00	\$0.00
	EA.	12" Misc. Fittings	\$320.00	\$0.00
	EA.	Blowoffs (4")	\$1,600.00	\$0

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
 IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT TR 33356

DATE 12/8/2021

WATER IMPROVEMENTS (Cont'd.)

Show quantities on this sheet only if project has a water plan. If no water plan is required then show applicable quantities as part of street improvements.

QNTY.	JNIT	ITEM	UNIT COST	AMOUNT
16	EA.	Service Connections	\$475.00	\$7,600
5	EA.	Adjust Water Valve to Grade	\$200.00	\$1,000
	EA.	Relocation of Blowoff	\$1,000.00	\$0.00
	EA.	Air and Vacuum Valve	\$1,850.00	\$0
2	EA.	Hot Tap Saddled Outlet Connection	\$1,500.00	\$3,000.00
	LF	18" PVC Waterline	\$40.00	
	EA.	18" Gatevalve	\$2,100.00	
	EA.	18" Misc. Fittings	\$450.00	
A. Subtotal				\$100,203.00
B. Administrative Contingency (25% x A)				
NOTE: Use 25% for TR and PM				\$25,050.75
Use 5% for PP, CU, PU, MS VL Cases				
C. Water Total (A + B)				\$125,253.75

BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN				
(ORD. 460, SEC. 10.3E)				
	D.	20% x C		\$25,050.75
		Water Total (C + D)		\$150,304.50

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT TR 33356

DATE 12/8/2021

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no sewer plan is required then show applicable quantities as part of street improvements.

QNTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F	4" V.C.P.	\$15.00	\$0.00
	L.F	6" V.C.P.	\$25.00	\$0.00
	L.F	8" V.C.P.	\$30.00	\$0
	L.F	10" V.C.P.	\$35.00	\$0
	L.F	12" V.C.P.	\$40.00	\$0
	EA.	Standard Manholes	\$2,500.00	\$0
	EA.	Drop Manholes	\$4,000.00	\$0.00
	EA.	Cleanouts	\$500.00	\$0
	EA.	Sewer Y's	\$30.00	\$0.00
	EA.	Temporary End Plug	\$250.00	\$0.00
	EA.	Adjust M.H. to grade	\$500.00	\$0
	EA.	Sewer Laterals	\$450.00	
	EA.	Remove Sewer Stub	\$750.00	

A. Subtotal \$0.00

B. Administrative Contingency (25% x A) \$0.00
 NOTE: Use 25% for TR and PM
 Use 5% for PP, CU, PU, MS VL Cases

C. Sewer Total (A + B) \$0.00

BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN
(ORD. 460, SEC. 10.3E)

D. 20% x C \$0.00

Sewer Total (C + D) \$0.00

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
OFFICE OF THE COUNTY SURVEYOR
MONUMENT BOND COMPUTATION**

MAP # FTM 33356 **SCHEDULE** B **MAP CHECKER** Natalia Garcia Mason

IP # 160049

Drive Time: Hrs. to Map	Net Work Hrs./Day	Cost per 10 Hr. Day	Cost per Monument
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Schedule "A" through "H" Maps

0.5	9	\$2500.00*	\$300
1.0	8		\$342
1.5	7		\$400
2.0	6		\$478

Out of town Monumentation Surveys

8	\$**	\$415
---	------	-------

Schedule "I" Maps

0.5	9	\$2500.00*	\$600
1.0	8		\$685
1.5	7		\$800
2.0	6		\$960

Out of town Monumentation Surveys

8	\$**	\$830
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Total Monuments to be Bonded	x	Cost per Monument	+	20%	=	Total Bond Amount
<u>179</u>		<u>\$400</u>		120%		<u>\$85,920.00</u>

Submitted Monument Bond Computation to Transportation Plan Check Review Date: 1/4/2022

* Based on a crew of, 1) Registered Principal Eng. Technician, 1) Senior Eng. Technician.

** 10-hour work day, meals, and lodging for a 2 person crew, per day, in a 4-day, 40-hour work week.

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Tim Murakami
Murakami Law Office
371 Van Ness Way, Suite 130
Torrance, CA 90501
Tel: (310) 709-2330

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
TRACT NO. 33356
(A Planned Residential Development)**

**THIS DECLARATION CONTAINS PROVISIONS TO SUBMIT ALL DISPUTES INVOLVING THE
DECLARANT TO BINDING ARBITRATION WITH A WAIVER OF THE CONSTITUTIONAL
RIGHT TO A JURY TRIAL.**

**YOU SHOULD CAREFULLY READ THE PROVISIONS OF THE SECTION ENTITLED
"SUBMISSION OF ALL DISPUTES INVOLVING DECLARANT,
INCLUDING CONSTRUCTION DEFECT DISPUTES, TO ARBITRATION"
AND SHOULD CONSULT LEGAL COUNSEL WITH ANY QUESTIONS.**

[PD Single: 12/11/14]
[This Set: 10/07/19]

Prepared by:
Tim Murakami
Murakami Law Office
371 Van Ness Way, Suite 130
Torrance, CA 90501
Tel: (310) 709-2330

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EXECUTION PAGE

EXHIBIT A - PROPERTY

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**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
TRACT NO. 33356**

This Declaration is made by SAND CREEK DEVELOPMENT, L.P., a California limited partnership ("Declarant").

RECITALS

- A. Declarant is the owner in fee of that certain real property ("Property") in the unincorporated area of Riverside County, State of California, legally described in attached Exhibit A.
- B. Declarant has developed the Property into a residential planned development ("Development") under the provisions of California Civil Code Section 4175.
- C. Declarant desires to impose a general plan for the development, maintenance, improvement, protection use, occupancy and enjoyment of the Project, and to establish, adopt and impose covenants, conditions, restrictions, easements, equitable servitudes, liens and charges upon the Project for the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of the Project.
- D. Subject to the specific terms, covenants, conditions, restrictions and easements set forth herein, Declarant intends to cause to be created certain reciprocal exclusive and/or nonexclusive easements, rights, and/or licenses for particular purposes.
- E. Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Residential Lots and the Owners thereof.
- F. This Declaration, and all Governing Documents for this Property, shall be deemed in full force and effect upon recordation of the first Grant Deed conveying fee title of a Residential Lot to an Owner in the Property.

NOW, THEREFORE, Declarant hereby declares that upon the First Close of Escrow, the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following Declarations, limitations, covenants, conditions, restrictions, liens, charges and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, in accordance with the plan for the improvement of the Property. All of the limitations, covenants, conditions, restrictions, and easements shall constitute equitable servitudes in accordance with Civil Code Section 5975 and shall be binding upon Declarant and its successors and assignees, and all parties having or acquiring any right, title or interest in or to any part of the Property.

ARTICLE I
DEFINITIONS

*Article I provides definitions of the terms commonly used in this Declaration.
Defined terms are capitalized throughout the Declaration.*

The following definitions apply unless otherwise required by the context:

Architectural Committee - The committee created pursuant to the Article herein entitled "*Architectural Control*".

Architectural Guidelines - The rules and standards adopted by the Board pursuant to the Section entitled "*Architectural Guidelines*" in the Article entitled "*Architectural Control*".

Articles - The Articles of Incorporation of the Association, including any amendments.

Assessments - A charge against the Owners and their Residential Lots representing their share of the common expenses of the Association in performing its duties as set forth in the Governing Documents. The annual Assessment is a regular assessment as described in California Civil Code Section 5600.

Association - The California nonprofit mutual benefit corporation formed to govern the Project Members of which shall be the Owners of the Residential Lots in the Project. The term includes its agents, the Board or any committee as applicable.

Board or Board of Directors - The governing body of the Association.

Bylaws - The Bylaws of the Association, including any amendments.

Code Section - Refers to Codes of the State of California (e.g. "Civil Code", "Vehicle Code"). Reference to any specific Code Section includes any future successor Code Sections.

Common Area and/or Common Area Facilities - Lots 21 and 22 that are owned and maintained by the Association for the common use and enjoyment of the Owners, including the entry monuments located on said lots.

Compliance Assessment - An Assessment imposed against a particular Owner in order to reimburse the Association for any costs incurred in connection with that Owner's violation of the Governing Documents, or a monetary penalty imposed by the Association as a disciplinary measure for failure to comply with the Governing Documents or other breach of any legal duty. Compliance Assessments fall under the category of Special Assessments.

Construction Defect - Any deficiency with respect to water, structural, soil, fire protection, plumbing and sewer, electrical or other areas of construction, as defined in Sections 896 and 897 of the California Civil Code.

Declarant - The person or entity identified in the introductory paragraph of this Declaration; also, Declarant's successors to and assignees of special rights, preferences, or privileges designated herein, including any Mortgagees acquiring Declarant's interest in the Project by foreclosure or deed in lieu of foreclosure. Successor means a natural individual or any legal entity who acquires Declarant or substantially all of Declarant's assets by sale, merger, reverse merger, consolidation, sale of stock or assets, by operation of law or otherwise. Declarant has the right to determine in its sole discretion, that manner in which it transfers its obligations and rights reserved to it under this Declaration.

Declarant Parties - Declarant, developer, builder, general contractor, subcontractor and/or design professional who have participated in the development of the Project, or any insurer of any such party; a Declarant Party may be a Claimant or Respondent, as the case may be.

Declaration - This document and any amendments.

Deed of Trust - A three party security instrument conveying title to land as security for the repayment of a loan. Reference to Deed of Trust includes a mortgage.

Dispute - Any unresolved Claim, dispute or disagreement concerning the Property or the Governing Documents for the Development, arising among Owners, Association, and/or Declarant Parties.

Development and/or Property - The real property described in Exhibit A.

DRE - The California Department of Real Estate and any successors thereto.

Eligible First Mortgage - Any "First Mortgage" the holder of which has requested notice of certain matters from the Association in accordance with paragraph 8.11(b) of this Declaration.

Eligible First Mortgagees - Holders of First Mortgages who have requested the Association to notify them of specified proposals and changes to the Governing Documents and other Association matters.

Family - (a) one or more natural individuals related to each other by blood, marriage or adoption, domestic partnership or (b) a group of natural individuals not all so related, but who live as a common household in a Residence, such as roommates.

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

FHLMC - The Federal Home Loan Mortgage Corporation.

Final Subdivision Public Report - The public report issued by the DRE authorizing the offering and sale of Residential Lots to the public.

First Close of Escrow - The date on which the first Grant Deed is recorded conveying fee title to a Residential Lot to the first Owner pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the Department of Real Estate.

First Mortgage or First Mortgagee - A Mortgage or Mortgagee that has priority over all other Mortgages or Mortgagees encumbering the same Residential Lot or any other portion of the Project. Without limiting the foregoing, a blanket Mortgage recorded prior to the recording of this Declaration is a First Mortgage and the Mortgagee thereof is a First Mortgagee.

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

Foreclosure - The legal process by which the mortgaged property of a borrower in default under a mortgage is sold, and the borrower's interest in that property is sold, pursuant to California Civil Code section 2924 et seq., or sale by the court pursuant to California Code of Civil Procedure section 725a et seq., and any other applicable law.

Governing Documents - All documents governing the Property, including this Declaration, the Articles, Bylaws, Tract Map, any maintenance manuals, and any Rules and Regulations.

Grant Deed - A written instrument transferring title to real property.

Improvements - All structures and appurtenances thereto of every kind, including, but not limited to, awnings, shades, screens, screen doors, side yard and rear yard fencing, patios, solar panels and related facilities, antennas and related facilities, and exterior lighting. Improvements shall also mean and refer to all additions and/or modifications to the exterior of any Residence, including, but not limited to, i) painting the exterior of any Residence or other structure, and/or ii) changing the roofing material on any Residence. The Architectural Committee may designate additional items that are Improvements.

Manager or Managing Agent - The party contractually engaged by the Association or Declarant to manage the Project and perform other duties of the Association.

Member - Any person who is an Owner based upon the provisions of the Governing Documents.

Mortgage - A two party security instrument pledging land as security for the performance of an obligation. Reference to Mortgage includes the Deed of Trust.

Mortgagee - The party entitled to performance by a Mortgagor. Reference to Mortgagee includes any beneficiary under a Deed of Trust including a Deed of Trust on any portion of the Property, recorded prior to the recording of this Declaration.

Notice and Hearing - A notice of time and an opportunity for a hearing as provided for in the Governing Documents.

Occupant - An Owner, resident, guest, invitee, tenant, lessee, sublessee, or other person residing in a Lot..

Owner - The Persons holding a recorded fee simple interest in a Residential Lot (including the Declarant), or the purchaser of a Residential Lot under an installment land sales contract. "Owner" does not include any person or entity having an interest in a Residential Lot merely as security for the performance of an obligation.

Person - A person, partnership, limited liability company, limited partnership, corporation, trustee or other legal entity.

Project or Property - The real property described in Exhibit A to this Declaration. The Project is a "Planned Residential Development" as defined in Section 4175 of the California Civil Code. The Property is a "Common Interest Development" as defined in Section 4100 of the California Civil Code.

Quorum - Members entitled to vote (in person or by proxy) holding one third (1/3) of the total voting power of the Association constitute specifically, a quorum for business transactions at all Member meetings (except as otherwise specifically provided in any Governing Document).

Regular Assessments - Assessments used to meet the Association's normal operating expenses and to establish necessary reserves.

Residence - Dwelling, garage and related Improvements constructed on a Residential Lot for use and occupancy as a single-family residence.

Residential Lot - Any of the Residential Lots in the Property as shown on the Tract Map designed and intended for construction of a Residence. "Residential Lot" does not include Common Area.

Rules and Regulations - The rules and regulations adopted by the Board pursuant to Civil Code Section 4340 et seq.

Special Assessments - Assessments levied on an as-needed basis to meet expenses of any extraordinary or capital nature, or imposed against a particular Owner in order to reimburse the Association for any costs incurred in connection with that Owner's violation of the Governing Documents, or a monetary penalty imposed by the Association as a disciplinary measure for failure to comply with the Governing Documents.

Total Voting Power - One hundred percent (100%) of the votes by Owners which may potentially be cast. (Even if any Owner's voting rights have been suspended, the number of votes constituting the Total Voting Power would include any suspended votes.)

VA - The Department of Veterans Affairs of the United States and any department or agency of the federal government which succeeds to the VA's function of issuing guarantees of notes secured by Mortgages on residential real estate.

ARTICLE II
PROPERTY RIGHTS AND MAINTENANCE OF PROPERTY

Article II defines the Residential Lots and assigns maintenance and insurance obligations to the owners and the Association respectively.

2.01 Restriction on Further Subdivision

Property Restrictions and Rezoning: No Residential Lot shall be further subdivided or separated into smaller Residential Lots by an Owner and no easement shall be conveyed or transferred by any Owner, without the prior written approval of the Board of Directors. No application for rezoning of any Residential Lot, and no application for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Residential Lot has been approved by the Board and the proposed use otherwise complies with the provisions of this Declaration.

2.02 Common Area and Purpose

- (a) Use of the Common Area must be consistent with all reasonable provisions and limitations described in the Governing Documents.
- (b) Common Area may only be used for purposes approved by the Association and compatible with usage customarily associated with common areas located within residential developments in California.

2.03 Easements of Enjoyment

Each Residential Lot Owner has a nonexclusive right and easement for use of the Common Area appurtenant to the Residential Lot.

2.04 Delegation of Use

Common Area and related facilities and improvements exist solely for use by the Residential Lot Owners, their families, tenants, and guests. An Owner may delegate his/her rights of use and enjoyment of any Common Area facilities to the members of his/her immediate family, and guests and invitees. If an Owner has rented or leased his/her Residential Lot, such rights shall be automatically delegated to the tenants or lessees for the duration of their tenancy, and the Owner shall forfeit any rights to use and enjoy any such facilities for the duration of such tenancy. With respect to an installment land sales contract, the Declarant under the contract shall be deemed to have delegated his/her rights to use and enjoy any such facilities to the purchaser under the contract.

2.05 Owner's Maintenance and Repair Obligations

- (a) Owners must maintain, repair, and replace all of the following, except as otherwise specifically stated herein:

- (1) All of the Owner's Residential Lot (see the Tract Map for a detailed description), including Improvements, in a neat, clean, sanitary and attractive condition, and is solely responsible for the cost of repairs and Improvements; and
 - (2) Any damage to any real or personal property in the Project caused by an Owner or an Owner's Occupants or invitees, even if the damage is to an area otherwise maintained by the Association or another Owner. All the repairs shall be subject to prior approval of the Board.
- (b) Each Owner shall comply with any water quality management plan ("WQMP") that was prepared for the Project, including, without limitation, any "best management practices" contained therein, and any other drainage area management plan prepared for the Project. A copy of the WQMP applicable to the Property shall be on file with the Association or its property manager.

2.06 Association Maintenance

- (a) The Association is responsible for maintaining, repairing, modifying, replacing, and altering Common Areas and any other real property acquired by the Association, including all related facilities, improvements and landscaping. Association responsibility for maintenance, repair, and replacement does not extend to damage caused by a willful or negligent act by an Owner, family member, guest, tenant, or invitee. The cost and responsibility for any and all such repair must be borne by the person causing the damage, or the relevant Residential Lot Owner.
- (b) Pursuant to Civil Code Section 4340, the Board may adopt an operating rule, which reasonably addresses the responsibilities for maintenance of Common Area items not addressed in the Declaration. The rule adopted by the Board is subject to the right of the Members to reserve the rule adoption, pursuant to Civil Code Section 4365.
- (c) The Association established herein shall manage and continuously maintain the Common Area, more particularly open space lots 21 and 22, including the two (2) entry monuments located on said lots.
- (d) The Association is responsible for the maintenance, repair, and replacement of all trails, drainage easement slope areas, and the four (4) swales along 'A' street, as shown in the Tract Map, attached as Exhibit B.
- (e) The Association shall be responsible for the maintenance of, or shall cause the appropriate district to maintain, all fire protection measures within the open space areas.
- (f) Graffiti Removal. The Association shall cause to be removed forthwith all graffiti that is placed upon the perimeter walls of the Project and/or on any other improvement within the Common Area of the Project. The Association, and its agents and contractors, shall have access upon and over all of the Residential Lots in the Project in order to accomplish the same.
- (g) WQMP. The Association shall comply with any water quality management plan ("WQMP") that was prepared for the Project, including, without limitation, any "best management practices" contained therein, and any other drainage area management plan prepared for the Project. A copy of the WQMP applicable to the Property shall be on file with the Association or its property manager.
- (h) The Board may adopt Rules and Regulations to modify any provision concerning the maintenance obligation of Owners and Association, to resolve any conflict or omission in this Declaration in addressing a maintenance item.

2.07 Association Insurance

- (a) The Board shall obtain and maintain the following insurance coverages:
- (1) A master or blanket policy of fire insurance for the full insurable value of all of the improvements within the Common Areas, without deduction for depreciation or coinsurance.
 - (A) The form, content, and term of the policy and its endorsements and the issuing company shall satisfy the minimum requirements for this type of Project by FNMA and FHLMC.
 - (B) The policy shall contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement or a contingent liability from operation of building laws endorsement or its equivalent, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild.
 - (C) The policy shall name as insured the Association, the Owners and all Mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee described hereinafter.
 - (D) Notwithstanding subparagraph (a)(1) above, the Board may, after consultation with its insurance professional and if it deems it prudent to do so, purchase coverage with deduction for depreciation and/or coinsurance.
 - (2) Comprehensive public liability insurance in a reasonably prudent amount that covers the Association, Board, Managing Agent, Owners, Occupants and any other agents or employees incident to the ownership or use of Common Area against physical injury, death and property damage arising out of a single occurrence. The Board should consider maintaining insurance in the amount specified by Civil Code Sections 5800 and 5805.
 - (3) If available, an extended coverage endorsement clause known as "Special Form", and a clause that permits a cash settlement to cover the full value of improvements in case of destruction and a subsequent decision not to rebuild.
 - (4) Fidelity bond coverage for its directors, officers, and employees in an amount that is equal to or more than the combined amount of the reserves of the Association and total assessments for three (3) months. The fidelity bond shall also include computer fraud and funds transfer fraud. If the Association uses a managing agent or management company, the fidelity bond coverage shall additionally include dishonest acts by that person or entity and its employees. Fidelity bonds must provide for a ten (10) day written notice of modification or termination to any insurance trustee, and to each FNMA servicer who has filed a written request with the carrier for such notice.

- (5) Workers' compensation insurance, in compliance with all applicable laws (if there are any employees or any workers hired to work in the Common Areas). If contractors are utilized, the Association should require evidence of Workers Compensation insurance and a certificate of insurance verifying Comprehensive General Liability insurance in a minimum amount of \$1,000,000.00, naming the Association as additional insured. The contractor's policy shall have a minimum 30-day notice of cancellation provision.
 - (6) Director and officer liability insurance ("D&O") in an amount that satisfies Civil Code Section 5800. In the absence of gross negligence, intentional misconduct, or fraud, the Association shall indemnify directors and officers from personal liability for claims made as a result of the performance of their duties.
 - (7) Any other insurance policy the Association deems appropriate.
- (b) Association insurance policies shall contain the following provisions, if available:
- (1) Statements that the policies are primary and non-contributing;
 - (2) Statements that an Owner's conduct will not constitute grounds for avoiding liability;
 - (3) Inflation Guard Endorsement (if obtainable at a reasonable cost);
 - (4) Standard Mortgage clause, and name as Mortgagee FNMA or servicer (if applicable).
- (c) The Board shall consider including in the Association policy the following types of coverage:
- (1) Flood insurance available under the appropriate programs for the National Flood Insurance Agency, or any other such agency.
 - (2) Earthquake insurance.
- (d) Owners appoint the Association or any insurance trustee designated by the Association to act on behalf of the Owners in connection with all insurance matters arising from any insurance policy maintained by the Association, including without limitation, representing the Owners in any proceeding, negotiation, settlement, or agreement.
- (e) Any insurance maintained by the Association shall contain "waiver of subrogation" as to the Association and its officers, directors, and the Owners and occupants of the Residential Lots and Mortgagees, and all Owners are deemed to have waived subrogation rights as to the Association and/or other Owners, whether or not their policies so provide.
- (f) All insurance policies must require a written thirty (30) day notice of modification or termination of coverage from the insurer to the Association, Declarant, Owners and their Mortgagees, and any interested party who requests such a notice.
- (g) The Board shall adopt policies and procedures regarding the filing and processing of claims for damage and destruction of Common Area improvements or any other matters covered by insurance maintained by the Association.
- (h) At least annually, the Board must review the Association's insurance policies.

2.08 **Board's Authority to Alter Insurance Coverage**

Subject to the provisions of Section 2.07(a)(2) above, the Board shall have the power and right to deviate from the insurance requirements contained in this Article in any manner that the Board, in its reasonable business discretion, considers to be in the best interests of the Association. If the Board elects to materially reduce the coverage from the coverage required in this Article, the Board shall make all reasonable efforts to notify the Members of the reduction in coverage and the reasons therefor at least thirty (30) days prior to the effective date of the reduction. The Association, and its directors and officers, shall have no liability to any Owner or Mortgagee if, after a good faith effort, the Association is unable to obtain any insurance required hereunder because the insurance is no longer available, or, if available, the insurance can be obtained only at a cost that the Board, in its sole discretion, determines is unreasonable under the circumstances, or the Members fail to approve any assessment increase needed to fund the insurance premiums.

2.09 **Owner Insurance**

- (a) It is the Owner's responsibility to obtain fire insurance for the Owner's separate interest.
- (b) An Owner shall consider including in the policy coverage for earthquake insurance.

2.10 **Inspections by Declarant**

For a period of ten (10) years after the last sale by Declarant, Declarant shall, in its sole discretion, be entitled to inspect all Common Areas of the Property with or without notice to the Association and shall, within its sole discretion and at its expense, be entitled to cure any defect, whether or not the Association or any Owner has complained of such defect. Declarant may request permission to inspect individual Residential Lots, including the Residences, for the sole purpose of discovering and repairing any structural defects. Nothing set forth herein shall obligate Declarant to perform any inspection or repair, nor shall this Section be deemed to increase Declarant's legal obligations to Owner/Association.

ARTICLE III
OWNERS GENERAL USE RESTRICTIONS

Article III defines the manner in which Residential Lots may be used.

3.01 Single Family Residential Use

- (a) A Residential Lot may only be used for a single family dwelling.
- (b) Subject to Declarant's rights herein, occupations and businesses that do not interfere with the residential nature or character of the Property or quiet enjoyment by other Owners may be carried on within a Residential Lot, provided that all applicable laws, ordinances, zoning regulations and rules are satisfied and that there is no external evidence of any such occupation, such as an unreasonable increase in visitors, or an increase in the sound or smell emanating from the Residential Lot affecting other residents.

3.02 Leasing

An Owner may lease a Residential Lot for residential purposes provided:

- (a) There is a written agreement;
- (b) The lease states it is subject to all the provisions of the Governing Documents and that any failure to comply with any provision of this Declaration or the other Governing Documents shall constitute a default under the terms of said agreement;
- (c) A copy of this Declaration is made available to each tenant or lessee by the Owner so leasing;
- (d) Owners must give the Board the names and telephone numbers of all Occupants, tenants, and their roommates;
- (e) No Owner may lease a Residential Lot for short term vacation rental purposes, including Airbnb, or transient purposes or any other purpose inconsistent with the provisions of this Declaration;
- (f) Owners, at all times, are responsible for their Occupant's compliance with all of the provisions of the Governing Documents in the occupancy and use of the Residential Lots; and
- (g) The Association shall have a right of action directly against any Occupant for any breach of any provision of the Governing Documents.
- (h) Assignment of Rents. Owners hereby presently assign to the Association, absolutely and regardless of possession of the property, all current and future rents and other monies under any lease or agreement or otherwise for the use or occupation of any or all parts of any Residential Lot owned by the Owner, now existing or hereafter made for the purpose of collecting all delinquent Assessments pursuant to this Declaration.

The Association hereby confers on Owners the authority to collect and retain the rents and other monies derived from any such lease or agreement as they become due and payable, provided that the Association at its sole discretion, may revoke such authority at any time, upon written notice to the Owner of a default in the payment of any Assessment due hereunder.

Upon revocation of such authority the Association may, upon demand, collect and retain such monies, whether past due and unpaid or current. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to Owner or lessor, as the case may be.

The above provision shall not be construed to release the Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible. The Association's rights under this Section shall be subordinate to the rights of any First Mortgagee.

3.03 **Nuisances**

- (a) Illegal, offensive, obnoxious actions, or noxious odors that interfere with any Occupant's quiet enjoyment are not permitted anywhere on the Property.
- (b) An Occupant may not cause the level of noise or sound from the Residential Lot to interfere with the quiet enjoyment of an Occupant of another Residential Lot (e.g., loud music or television, shouting, slamming of doors, etc.)
- (c) The Board shall have the right to determine if any unreasonable action, odor, noise or other conduct constitutes a nuisance, and to appropriately deal with the situation.
- (d) Owners shall be accountable to the Association and other Owners for the conduct and behavior of Occupants of the Residential Lot.

3.04 **Debris, Trash, Refuse, and Hazardous Materials**

- (a) Weeds, rubbish, debris, objects or materials of any kind that are unsanitary, unsightly, or offensive may not be placed or permitted to accumulate in any Residential Lot or the Common Area.
- (b) Rubbish or storage containers, woodpiles, machinery, equipment and other unsightly objects are prohibited to be visible from other Residential Lots or Common Area. Rubbish containers may be placed temporarily for pick-up (not to exceed twenty-four (24) hours before and after scheduled trash collection hours, except with Board approval).
- (c) Driveways must be kept clean and free of oil stains.
- (d) No person shall discharge into the Project's sewer system or storm drain any toxic or noxious liquids or materials in such concentrations as to be detrimental to or endanger the public health, safety, or welfare of an Occupant, or violate any law.

3.05 Signs

- (a) Subject to Civil Code Sections 712 and 713, and any local ordinance, an Owner may advertise a Residential Lot for sale or lease with signs with a size, format, and location previously approved by the Board.
- (b) Owners are subject to Civil Code Sections 4705 and 4710 in regard to the display of non-commercial flags, banners, signs and posters.
- (c) No other sign, poster, display, or advertising device may be displayed anywhere on the Property visible outside a Residential Lot without the prior written consent of the Board.
- (d) As long as Declarant owns a Residential Lot, Declarant may erect and maintain any signs, advertising devices or structures to conduct development, improvement, subdivision, sale or leasing operations on the Property without Board or Architectural Committee approval, as long as the activities do not unreasonably interfere with any Owner's use of the Property.

3.06 Parking Regulations

- (a) Vehicles larger than $\frac{3}{4}$ ton shall not be parked, stored or kept on any public or private street within, adjacent to or visible from the Property or any other Common Area parking area, except for brief periods for loading, unloading, making deliveries, emergency repairs, or unless specifically authorized by the Board.
- (b) All applicable provisions of the California Vehicle Code will be enforced on any private streets on the Property in accordance with California Vehicle Code Section 22658 (or any successor statute regarding removal of parked cars and required warning signs). The Association may establish "Parking" and "No Parking" areas within the Common Area, in accordance with California Vehicle Code Section 22658 (or successor statute).
- (c) The Board may establish parking Rules and Regulations.
- (d) The Association has the right and obligation to enforce all parking restrictions and to remove any violating vehicles in accordance with the California Vehicle Code, or other applicable laws.
- (e) No explosives, fireworks, or highly flammable material such as gasoline, kerosene, oil, oil-based paints, solvents, etc. may be stored in any garage.
- (f) All residences shall have and maintain automatic roll-up garage doors.
- (g) Garage doors may not be left open, except as temporarily necessary or while used for entering or exiting.
- (h) All vehicles owned or operated by a resident in the Project shall be parked in the garage. Garage space shall not be converted into any use (such as a recreational room or storage room) that would prevent its use as parking for the number of vehicles the space was designed to contain. The Association may establish rules for the parking of vehicles in the Common Area.

- (i) The guest parking areas in the Project are intended for use by guests of Owners and Occupants in the Project and may not be used on a long-term or routine basis by Owners, Occupants and/or guests.
- (j) The provisions of this Section are intended to comply with California Vehicle Code Section 22658 (regarding illegally parked cars) in effect on the date this Declaration was recorded.

3.07 **Pet Regulations**

- (a) Customary household pets may be kept in a Residential Lot, provided they are not kept, bred or raised for commercial purposes and they are kept under reasonable control at all times. In Civil Code Section 4751 "Pet means any domesticated bird, cat, dog, aquatic animal kept within an aquarium, or other animal as agreed to between the association and the homeowner." The Board may establish rules and regulations governing size, weight and number restrictions of animals that may be allowed in the Development.
- (b) In addition, small domesticated pets (e.g., birds, hamsters, fish, turtles) may be kept in a contained environment (cage or aquarium), provided they are not kept, bred or raised for commercial purposes and subject to the following sub-paragraphs of this Section.
- (c) No Pets shall be permitted that are a nuisance or which create any unreasonable disturbance. If a pet is determined to constitute a nuisance pursuant to the Section entitled "Nuisances," the Board may carry out enforcement measures, including fines and permanent removal of the animal from the Project.
- (d) A pet may only enter the Common Area while on a leash held by a person capable of controlling it. No pet may be tied or left unattended in any Common Area.
- (e) Owners and Occupants must prevent their pets from soiling the Common Area and shall promptly clean up any waste left by their pets.
- (f) The Owner of a Residential Lot where a pet is kept is responsible for any damage to the Common Area caused by the pet. The Owner of a pet shall have sole liability for all damages claimed by any person harmed by such pet, and shall defend, indemnify and hold harmless all other Owners, Declarant (as long as Declarant owns a Residential Lot), the, the management company, the Association and the Board of Directors from any and all losses, costs, and liability arising from having any pet on the Property.
- (g) Occupants must obtain approval from the Residential Lot Owner before keeping pets in the Residential Lot. The Owner shall be responsible for an Occupant's compliance with any Rules and Regulations regarding animals within the Project. Both the Occupant and Owner of the Residential Lot shall have joint and several liability for any damage, including personal injury and property damage, claimed by any person harmed by such pet.
- (h) No domestic dog shall be within the Property that has, when unprovoked:
 - (1) Bitten a person
 - (2) Inflicted injury on or killed a human being;

- (3) Been determined, by the Board or local governmental authority, to be potentially dangerous;
- (4) On two separate occasions within the prior 36-month period, engaged in any behavior that required a defensive action by any person to prevent bodily injury when the person and the dog are outside the Residence of the Owner or keeper of the dog; or
- (5) Killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal outside the Residence of the Owner or keeper of the dog.

3.08 Antennas, Satellite Dishes, and Other Transmission Devices

- (a) No television, radio, data transmission poles, antennas, satellite dishes, and like devices or technological evolutions or equivalents of the foregoing, other than those originally installed by the Declarant shall be constructed, erected or maintained on or within the Project, unless authorized by the Board.
- (b) Notwithstanding the foregoing, all restrictions on the foregoing devices shall be subject to all applicable federal state and local laws, including, but not limited to, the Federal Telecommunications Act of 1996 and California Civil Code Section 4725.

3.09 Window Covers

Newspaper, aluminum foil or similar materials may not be used as window coverings.

3.10 Common Fences

- (a) An easement exists appurtenant to any Residential Lot for any "Common Fences" (fences on boundary lines between the Residential Lots and/or Common Area) originally installed by the Declarant, whether or not the fences are located precisely on the Lot boundary line.
- (b) Fences and monuments on the boundary line of adjoining Lots with the adjoining Owners shall be subject to the provisions of Civil Code Section 841.
- (c) Owners with a Common Fence have an equal right to use the fence, with the following provisions:
 - (1) Each Owner has exclusive right to use the interior surface of the fence facing the Residence;
 - (2) Owners may not drive nails, screws, bolts or other objects more than half way through any Common Fence;
 - (3) Owners may not interfere with the adjacent Owner's use and enjoyment of the Common Fence;
 - (4) Owners may not threaten or impair the structural integrity of the Common Fence; and
 - (5) If any portion of the fence (other than the interior surface of one (1) side) is damaged by any cause other than the act or negligence of either party, it must be repaired or rebuilt at the relevant Owners' joint expense.

3.11 Air Conditioners and Other Equipment

Air conditioners, heating, cooling, ventilating equipment and all other mechanical, lighting, or electrical devices shall be so operated and located so that they do not disturb the peace, quiet, and comfort of neighboring residents and shall be screened, shielded and/or sound buffered from surrounding Residential Lots, streets and other portions of the Common Area. All such equipment must be installed and operated in accordance with all applicable provisions of the local Codes and any other applicable requirements.

3.12 Indemnity by Owner

Owners shall defend and indemnify and hold the Declarant, Association, Managing Agent, and other Owners harmless without limitation on any claims arising from the Owner's and/or Occupant's negligence or willful misconduct for damages sustained on the Common Area, including any costs incurred.

3.13 Use/Alteration Affecting Insurance Rates

- (a) Acts that threaten cancellation or an increase of insurance rates for the Property may not be committed without Board approval.
- (b) If a particular Owner's use or activity is the cause of increased insurance rates, the responsible Owner is personally liable for the additional insurance premiums.

3.14 Declarant's Exemption from Use Restrictions

- (a) Conveyance of a substantial number of the Residential Lots is essential to the establishment and welfare of the Project. In order that all work necessary to complete the Project and to establish a substantially occupied Project may proceed as rapidly as possible, nothing in this Declaration shall be understood or construed to:
 - (1) Prevent Declarant, its contractor or subcontractors, from doing work on said Project or any part thereof whenever it determines it to be reasonably necessary or advisable in connection with the completion of said work;
 - (2) Prevent Declarant, or its representatives from erecting, constructing and maintaining on any part of parts of said real property owned or controlled by Declarant, its contractors, or subcontractors, such structures as may be reasonably necessary to complete said work, establish said property as a residential Project and dispose of the same by sale, lease or otherwise;
 - (3) Prevent Declarant from maintaining or displaying such signs, pennants and flags on the Project (except upon Residential Lots owned by others) as may be necessary for the sale, lease or disposition thereof; or
 - (4) Subject Declarant to the architectural control provisions of Article VII for construction of any Residential Lot or other improvements on the Project.

- (b) The foregoing rights of Declarant shall terminate upon sale of Declarant's entire interest in the Project. So long as Declarant, its successors and assigns, owns one (1) or more of the Residential Lots established and described in this Declaration, Declarant, and its successors and assigns, shall be subject to the provisions of this Declaration. Declarant shall make reasonable efforts to avoid disturbing the use and enjoyment of Residential Lots and the Common Area by Owners, while completing any work necessary to those Residential Lots or Common Area.

ARTICLE IV
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Article IV defines owners' membership and voting rights.

4.01 Organization

The Association is a California nonprofit mutual benefit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Restrictions.

4.02 Membership

Every Owner is automatically an Association member. Each Member shall be obligated promptly, fully and faithfully to comply with the provisions of this Declaration, and the Bylaws of the Association, and any Rules and Regulations from time to time which may be prescribed by its officers or directors.

4.03 Membership Classes

(a) The Association has two (2) classes of voting membership:

(1) Class A Members - All Owners (other than Declarant).

(2) Class B Members - Declarant, entitled to three (3) votes for each Residential Lot owned by Declarant.

(b) Class B Membership irreversibly ceases and converts to Class A Membership on the first to occur of the following:

(1) The total votes held by Class A Membership is equal to or is greater than the total votes held by Class B Membership (tripled); or

(2) Two (2) years after the First Close of Escrow of a Residential Lot in the Project.

4.04 Voting Rights and Requirements

(a) Voting rights shall commence for each Residential Lot within the Project when Assessments against the Residential Lot have been levied by the Association.

(b) Co-Owners shall have the following voting rights:

(1) Each Co-Owner has an indivisible interest in a single Membership.

(2) Each Residential Lot's vote is cast as a single Residential Lot, without fraction. If Co-Owners cannot unanimously agree how to cast their vote, they forfeit their right to vote on the matter in question.

- (3) If a Co-Owner casts a vote representing a certain Residential Lot, it will be presumed for all purposes to be a vote with the authority and consent of all other Co-Owners of the Residential Lot.
- (c) After Notice and Hearing as provided herein, the Board has the right to suspend the voting rights of any Owner delinquent more than forty-five (45) days in the payment of Assessments.
- (d) Unless otherwise specifically required, Membership approval requires the affirmative vote of a majority of a quorum of each class of Membership (and after conversion, approval of Class A only).
- (e) If a regulation of the Real Estate Commissioner, other than Section 2792.4, requires the approval of a specified prescribed majority (e.g. 67%) of the voting power (other than Declarant) for action to be taken by the Association, then the following shall apply:
 - (1) If both Class A and Class B Members exist, the required vote is a bare majority of Class B voting power, and the prescribed majority of Class A voting power; or
 - (2) After conversion to all Class A memberships, the required vote is the prescribed majority of the Total Voting Power of Members other than Declarant.
- (f) With the exception of the provisions of Section 2792.4 of the Regulations of the Real Estate Commissioner, no provision which requires the approval of a prescribed majority of the voting power of Members of the Association other than the Declarant for action to be taken by the Association is intended to preclude the Declarant from casting votes attributable to Residential Lots which Declarant owns.

4.05 **Transfer of Membership**

- (a) Membership of each Owner shall be appurtenant to the Residential Lot owned, and may only be (and is automatically) transferred upon conveyance of title to a Residential Lot to the new Owner.
- (b) In connection with any transfer or change of ownership of any Residential Lot, the Association and each Owner must comply with Civil Code Section 4525.

4.06 **Transfer of Control to the Association**

Transfer of control of the Association (i.e. when non-developer owners have greater voting power than the developer) shall pass to the Residential Lot Owners within the Project no later than the earlier of the following:

- (a) One hundred twenty (120) days after the date by which 75% of the Residential Lots have been conveyed to the Residential Lot purchasers;
- (b) Two (2) years after completion of the project evidenced by the first conveyance of a Residential Lot to a purchaser; or
- (c) The time frame established under state or local laws if specific provisions regarding transfer of control exist.

ARTICLE V
DUTIES AND POWERS OF THE ASSOCIATION

Article V describes in detail the duties and powers of the Association to govern its members and maintain the common areas.

5.01 Commencement of Duties

The Association's responsibility to maintain Common Area shall commence upon the First Close of Escrow of a Residential Lot. Notwithstanding the foregoing, if the contractors or subcontractors chosen by Declarant are contractually obligated to perform maintenance on the Common Area or have warranted any work performed in the Common Area, the Association shall accept the performance of such warranty or other contractual maintenance obligations.

5.02 Specific Association Duties and Powers

The duties and powers of the Association are those set forth in the Governing Documents, together with its general and implied powers as a nonprofit mutual benefit corporation, generally to do all things which are necessary or proper for the peace, health, comfort, safety and general welfare of its Owners, including the following:

- (a) Enforce the applicable provisions of the Governing Documents and other instruments for the ownership, management and control of the Project.
- (b) Contract for goods and/or services for Common Areas and facilities for the Association subject to the limitations set forth below.
- (c) Borrow money with the assent of sixty-seven percent (67%) of the voting power and/or to mortgage, pledge, or otherwise hypothecate any of its real or personal property as security for money borrowed or debts incurred.
- (d) Exercise any powers normally exercised by residential homeowner associations under the laws of the State of California.
- (e) Have the authority, through the Board, to enter into a maintenance agreement, as reviewed by DRE, with Declarant for temporary suspension of a portion of Regular Assessments.
- (f) Forty-five (45) days before any real or personal property tax assessed on Common Area becomes delinquent, the Association shall deliver to Owners a copy of the tax bill levied thereon or on any portion thereof, together with written notice informing Owners of that portion of the tax bill for which the Owner is responsible and any additional charges that may be incurred in the event that the Owner fails to make a timely payment. The Association shall pay all real and personal property taxes levied against the Common Area to the extent that they are left unpaid by an Owner. The Association shall collect a Special Assessment from any Owner who fails to make a timely payment of the Owner's portion of the tax bill in the amount of such tax plus any costs associated with its collection.

- (g) Shall not sell or transfer the Common Area or any part thereof, absent the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.
- (h) Have the power of sale with regard to foreclosure, subject to standard foreclosure laws applied to protect the Property Owners.

5.03 **Right of Entry**

- (a) The Association has the right to enter any Residential Lot to determine compliance with the Governing Documents and to perform its duties, including the duties to enforce the Governing Documents.
- (b) In case of emergency, or by Court order, a Residential Lot may be entered immediately.
- (c) Absent an emergency or Court order, a Residential Lot may only be entered at reasonable hours after the Owner has received three (3) days' written notice. The written notice of entry must state explicitly the Association's reason for the necessity to enter any Residential Lot.
- (d) Entry must be made with as little inconvenience as possible to the Owner/Occupant and without a breach of the peace. If the Association has reason to expect a breach of the peace upon entry, it may take such preventive steps as it deems necessary, including obtaining a court order.

ARTICLE VI
COVENANTS FOR ASSESSMENT

Article VI describes assessments which owners pay in order to fund Association functions, including maintenance, insurance, etc.

6.01 Assessments

- (a) The Association has the right to assess the Owners of each individual Residential Lot for the reasonable cost to maintain all Common Areas of the subdivision including water quality features not lying inside of lots 21 and 22, as shown in the Tract Map, attached as Exhibit B, and shall have the right to lien the property of any such Owner who defaults in the payment of a maintenance assessment.
- (b) Each Owner, by acceptance of a deed to a Residential Lot, whether or not it shall be so expressed in any deed, covenants and agrees to pay all Assessments to the Association.
- (c) Assessments and related interest, collection costs, and reasonable attorneys' fees are the personal obligations of the Owner, but are not the personal obligation of successors in title unless expressly assumed by them. The Residential Lot remains subject to any Assessment liens of record, except upon foreclosure of a First Mortgage, as stated in the Article entitled "*Mortgagee Protection*".
- (d) Pursuant to Civil Code Section 5600, the Association shall comply with obligations under the Governing Documents regarding levying Regular and Special Assessments.
- (e) Pursuant to Civil Code Section 5600(b), the Association may not collect an Assessment or fee that exceeds the amount necessary to defray the costs for which it is levied.
- (f) Pursuant to Civil Code Section 5605(a), 5300(b), and 4070, the Association shall comply with all requirements regarding annual increases in Regular Assessments.
- (g) Pursuant to Civil Code Section 5605(b), the Board shall comply with all regulations regarding imposing Regular or Special Assessments and complies with all regulations regarding approval of a majority of quorum members as per Civil Code Section 4070 and defined in Section 5605(c).
- (h) Pursuant to Civil Code Section 5610, the Board shall comply with all regulations regarding Assessments necessary for emergency situations as defined in Section 5605.

6.02 Commencement; Due Dates of Assessments

- (a) Regular Assessments against all Residential Lots in the Project commence on the first day of the month following the First Close of Escrow within the Project.
- (b) Regular Assessments shall be due and payable in any reasonable manner established by the Board.

6.03 **Assessment Rate**

- (a) Regular Assessments and Special Assessments must be fixed at a uniform rate for all subject Residential Lots, except as otherwise provided.
- (b) Each Residential Lot is liable for a pro rata share (the fractional number one (1) over the total number of Residential Lots subject to Assessment by the Association at that time).

6.04 **Assessment Duties of the Board of Directors**

- (a) The Board must levy Regular and Special Assessments in compliance with Civil Code Sections 5600, 5605, 5610, 5615, 5620 and 5625.
- (b) The Board must establish separate bank accounts for operating monies and reserve monies. In the event of transfer or conveyance of an Owner's fee simple title to a Residential Lot, said Owner shall have no further right or interest in any Assessments collected prior to such transfer. Assessments collected in accordance with the provisions of the Governing Documents shall be appurtenant to a Residential Lot and shall automatically transfer to a new Owner in the event of sale.

6.05 **Effect of Nonpayment of Assessments: Delinquency and Remedies of the Association**

- (a) An Assessment is delinquent ("Delinquent Assessment") if not paid within fifteen (15) days after the due date. A Delinquent Assessment includes:
 - (1) A late charge imposed by the Board to the maximum amount in accordance with California Civil Code Section 5650(b) (or any successor statutes);
 - (2) Reasonable collection costs and attorney's fees; and
 - (3) Interest on all costs and charges at the maximum permissible rate, commencing thirty (30) days after the Assessment is due.
- (b) Delinquent Assessments and related costs will be a continuing lien on the relevant Residential Lot when a "Notice of Delinquent Assessment" is recorded against an Owner's fee interest in a Residential Lot and will be attached at the beginning of each calendar year and remain until paid during that year or a subsequent year, and will take priority over Trust Deeds, but not property taxes.
- (c) Notwithstanding the foregoing, a Compliance Assessment imposed by the Board as a disciplinary measure for failure of an Owner to comply with the Governing Documents may not become a lien against the Owner's Residential Lot enforceable by a sale of the interest in accordance with the provisions of Sections 2924, 2924(b) and 2924(c) of the Civil Code. However, this does not apply to charges imposed against an Owner consisting of reasonable late payment penalties for Delinquent Assessments and/or charges to reimburse the Association for the loss of interest or for costs reasonably incurred including attorney's fees in its efforts to collect other Delinquent Assessments.

- (d) In addition to all other legal rights and remedies, the Association may:
- (1) Bring legal action against an Owner who is personally obligated to pay the Assessment and charges (without foreclosing or waiving any lien security);
 - (2) Judicially foreclose the lien against the Residential Lot, including the Assessment, interest, collection costs and late charges;
 - (3) Foreclose the lien by power of sale in accordance with California Civil Code Sections 2924-2924h, or any other lawful manner;
 - (4) Bid on the Residential Lot through authorized agents at the foreclosure sale, to acquire and thereafter to hold, lease, mortgage or convey; or
 - (5) Temporarily suspend the voting rights of the Owner in accordance with the provisions of this Declaration.
- (e) The Association may not foreclose a lien unless the amount of Delinquent Assessments exceeds one thousand eight hundred dollars (\$1,800) exclusive of late charges, interest and fees and costs of collection, or unless the assessments have been delinquent for longer than twelve (12) months.
- (f) The decision either to record a lien for Delinquent Assessments or to initiate foreclosure upon such a lien shall be made only by the Board and may not be delegated to an agent of the Association. The Board's decision shall be by majority vote of Directors present in an open meeting and shall be recorded in the minutes of that meeting. The confidentiality of the affected Owner shall be maintained by identifying the matter in the minutes by the parcel number of the property rather than the name of the Owner.
- (g) Upon an Owner's timely payment of a default and all related fees, Association officers may prepare and record (at the Owner's cost) a release of the Notice of Delinquent Assessment.

6.06 Collection of Assessment Debts Not Collectible Through Foreclosure

Delinquent Regular or Special Assessments of less than one thousand eight hundred dollars (\$1,800), exclusive of interest, charges and fees, may be collected in any of the following ways, as provided by Civil Code Section 5720 or successor statute:

- (a) By a civil action in small claims court;
- (b) By recording a lien on the Owner's separate interest upon which the Association may not foreclose until the amount of Delinquent assessments exceeds one thousand eight hundred dollars (\$1,800) or the delinquency is for longer than twelve (12) months); or
- (c) Any other manner provided by law except judicial or non-judicial foreclosure.

6.07 **Reserves**

- (a) A portion of Regular Assessments shall go towards an adequate reserve fund to repair or restore those improvements that the Association is obligated to maintain and/or that must be replaced on a periodic basis.
- (b) The Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, major components that the association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established

6.08 **Right of Redemption**

A nonjudicial foreclosure by the Association shall be subject to a right of redemption from a foreclosure sale within ninety (90) days after the foreclosure sale.

6.09 **Nonuse and Abandonment**

An Owner does not waive or otherwise avoid liability for Assessments by nonuse of the Common Area or abandonment of a Residential Lot.

6.10 **Emergency Assessments**

- (a) Notwithstanding any other provision of this Article, the Board may increase Assessments in order to fund any of the following:
 - (1) An extraordinary expense required by an order of the court;
 - (2) An extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible if a threat to personal safety on the Project is discovered;
 - (3) An extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget.
- (b) Prior to imposition or collection of an Assessment for emergency purposes, the Board must pass a resolution containing written findings as to the necessity for the extraordinary expense and why it was not or could not have been reasonably foreseen while preparing the budget. The resolution must be distributed to the Members together with the notice of Assessment.

6.11 **Exemptions from Assessments**

- (a) Any Residential Lot which does not include a structural improvement for human occupancy shall be exempt from the payment of that portion of any Assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of the structural improvement. The exemption may include:

- (1) Roof replacement;
 - (2) Exterior maintenance;
 - (3) Walkway and carport lighting;
 - (4) Refuse disposal, if any;
 - (5) Cable television;
 - (6) Domestic water supplied to living Residential Lots, if any;
 - (7) Insurance on uncompleted residences.
- (b) The foregoing exemption shall be in effect until the earliest of the following events:
- (1) A notice of completion of the structural improvements has been recorded;
 - (2) Occupation or use of the Residential Lot; or
 - (3) Completion of all elements of the residential structure which the Association is obligated to maintain.
- (c) Declarant and any other Owner of a Residential Lot are exempt from the payment of that portion of any Assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of a common facility that is not complete at the time Assessments commence. This exemption from the payment of Assessments shall be in effect until the earliest of the following to occur:
- (1) A notice of completion of the common facility has been recorded; or
 - (2) The common facility has been placed into use.

6.12 **Waiver of Exemptions**

With respect to Assessment liens, Owners waive (to the extent permitted by law) the benefit of any California homestead or exemption laws in effect when any Assessment or installment becomes delinquent or a lien is imposed.

ARTICLE VII
ARCHITECTURAL CONTROL

Article VII addresses alterations which owners may wish to make to their Residential Lots. The Association's approval must be obtained for most such changes.

7.01 The Architectural Committee

- (a) The Architectural Committee shall consist of not fewer than three (3) persons nor more than five (5) persons as fixed from time to time by resolution of the Board.
- (b) Declarant shall initially appoint the Architectural Committee. Declarant shall retain the right to appoint, augment or replace all members of the Architectural Committee until one (1) year after issuance of the original DRE final subdivision public report for the Property, at which time the Board may appoint members, as further described herein.
- (c) Declarant shall retain the right to appoint, augment or replace a majority of the members of the Architectural Committee until (i) five (5) years after the First Close of Escrow, or (ii) close of escrow has occurred on ninety percent (90%) of the Residential Lots within the Property, whichever shall first occur, at which time the right to appoint, augment or replace all members of the Architectural Committee shall automatically be transferred to the Board.
- (d) As long as Declarant has the right to appoint some but not all of the members of the Architectural Committee, the Board shall have the right but not the obligation to fill the remaining vacancies on the Architectural Committee.
- (e) Persons appointed by the Board to the Architectural Committee must be Members; however, persons appointed by Declarant to the Architectural Committee need not be Members, in Declarant's sole discretion.
- (f) The address of the Architectural Committee shall be the address established for giving notice to the Association unless another address is specified for such purpose in the Architectural Guidelines or Architectural Committee Rules. Such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Guidelines shall be kept.
- (g) Meetings of the Architectural Committee shall be held from time to time as necessary. Notice, hearing and conduct of the meetings must be in accordance with the Bylaws of the Association and general corporation laws regarding committee meetings.
- (h) In addition to the powers set forth in this Article, the Architectural Committee may perform other duties delegated to it by the Board.

7.02 **Architectural Guidelines**

- (a) The Board may, from time to time, adopt and promulgate Architectural Guidelines to be administered through the Architectural Committee. The Architectural Guidelines may include such limitations and restrictions on Improvements as the Board in its reasonable discretion shall adopt, including, without limitation, the regulation of the placement, kind, shape, height, materials, species and location of any Improvement; and time limitations for the completion of the Improvements, including but not limited to window treatments and dressings and the location and design of fences.
- (b) Any change in the Architectural Guidelines shall require a 30-day written notice to the membership for their review and comment before the Board can approve the changes.
- (c) The Board is required to annually disclose to the Members items that require architectural approval. The disclosure shall also describe the Improvements which, if completed in conformity with the Architectural Guidelines, do not require approval by the Architectural Committee. The annual membership notice shall contain the procedures used for reviewing architectural applications.

7.03 **Approval**

- (a) Declarant is not subject to the provisions of the Governing Documents pertaining to architectural control. Any Improvements constructed by Declarant shall automatically be in compliance with the Governing Documents and shall not be subject to further architectural control until and unless there has been a change or alteration made by a successor in title to Declarant as to any Residence in the material, texture, color or appearance of any such Improvement upon such Residence.
- (b) Other than such Improvements by Declarant, no Improvements shall be made upon the Property except in compliance with plans and specifications therefor which have been submitted to and approved by the Architectural Committee except as may otherwise be provided for in the Architectural Guidelines. Normal maintenance, repair or reconstruction by any successor in title to Declarant in the event of destruction, in substantial conformance with the Improvements constructed by Declarant, shall not be deemed to be an Improvement that requires approval pursuant to the provisions of this Article.
- (c) The Architectural Committee shall review plans and specifications submitted for its approval as to style, exterior design, appearance and location and shall approve such plans and specifications only if it deems that the proposed Improvement will not be detrimental to the appearance of the Property as a whole; that the Improvement complies with the Architectural Guidelines; that the appearance of any Improvements will be in harmony with the surrounding structures; that the construction of any Improvement will not detract from the beauty and attractiveness of the Property or the enjoyment thereof by the Owners; and that the upkeep and maintenance of any Improvement will not become a burden on the Association.
- (d) Plans and specifications shall be approved by the Committee as to style, design, appearance and location only, and are not approved for (i) engineering design, (ii) compliance with zoning and building ordinances, and other applicable statutes, ordinances or governmental rules or regulations, (iii) compliance with the requirements of any public utility, (iv) any easements or other agreement, or (v) preservation of any view.

- (e) The Architectural Committee may (i) determine that the proposed Improvement cannot be approved because of its effect on existing drainage, utility or other easements, (ii) require submission of additional plans and specifications or other information or materials prior to approving or disapproving plans and specifications submitted, or (iii) condition its approval of plans and specifications for any Improvement on such changes therein as it deems appropriate.
- (f) The Architectural Committee may also condition its approval of a proposed Improvement on approval by a holder of an easement which may be impaired thereby or upon approval of any such Improvement by the appropriate governmental agency. Any Architectural Committee approval conditioned upon the approval by a governmental agency or an easement holder shall not imply that the Association is enforcing any government codes or regulations or provisions of any easement agreement, nor shall the failure to make such approval conditional imply that approval by any such governmental agency or easement holder is not required.
- (g) The Architectural Committee shall issue its decisions in writing. If an Owner's application is disapproved, the Committee shall include an explanation for the disapproval.
- (h) In the event the Architectural Committee fails to approve or disapprove plans and specifications within sixty (60) days after the same have been duly submitted in accordance with the Architectural Committee's rules, such plans and specifications will be deemed approved.

7.04 Variances

- (a) The Board may authorize a variance from compliance with the Architectural Guidelines or with provisions of this Article when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. Such variance shall be evidenced in writing, signed by a majority of the members of the Board and delivered to such Owner, and shall become effective upon execution. A copy of the resolution of the Board authorizing such variance must be retained in the permanent records of the Association.
- (b) No violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which any such variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of the Governing Documents for any purpose except as to the particular Residence and particular provision of this Article covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all government laws and regulations affecting use of the Residence including, but not limited to, the Project's Conditions of Approval issued by the Planning Department of the County, zoning ordinances, and Lot setback lines or requirements imposed by any governmental or municipal authority.

7.05 Non-Liability for Approval

- (a) Owners shall be solely responsible for any violation of this Declaration, the Architectural Guidelines, or any applicable law or regulation, caused by an Improvement made by such Owner even though same is approved by the Committee.

- (b) By approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, the Owners, the Board nor the Declarant, nor agents, employees, attorneys or consultants of any of the foregoing, assume liability or responsibility therefor, or for any defect in any Improvement constructed from such plans and specifications or for any obstruction or impairment of view caused or created as the result of any Improvements approved by the Architectural Committee. The Committee shall have a right to require, as a condition of approval, that an Owner provide indemnification on terms and conditions satisfactory to the Committee.

7.06 Inspection; Compliance and Noncompliance Statements

- (a) Owner shall notify the Architectural Committee upon completion of Improvements, whereupon the Architectural Committee shall inspect the Improvements in order to determine whether the completed Improvements conform to plans and specifications approved by the Architectural Committee.
- (b) The Architectural Committee shall inspect the Improvements either within sixty (60) days after notification by the Owner of the completion of an Improvement or within ninety (90) days after the cessation of work on the Improvements if the Owner fails to notify the Architectural Committee of completion. The Committee's inspection rights shall include the right to require an Owner to take such action as may be necessary to remedy any non-compliance with the Committee-approved plans for the Owner Work or with the requirements of this Declaration.
- (c) If for any reason an inspection has not been made within sixty (60) days of notification by the Owner of the completion of an Improvement or if the Owner has not been notified of any noncompliance within thirty (30) days after such inspection, the Improvement shall be deemed to be completed in substantial conformance with approved plans and specifications.
- (d) If the Improvements upon such Residence comply or by virtue of the passage of time are deemed to comply with the plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon request, issue a statement (hereinafter a "Compliance Statement") which will evidence such compliance.
- (e) If any of the Improvements upon such Residence do not comply with the provisions of the Governing Documents, the Architectural Committee shall issue a statement (hereinafter a "Noncompliance Statement") delineating the corrective action that is required to bring such Improvements into compliance with the Governing Documents. If an Owner fails to remedy any such noncompliance noticed by the Committee, then the Committee shall notify the Board in writing of the same.
- (f) Any Compliance or Noncompliance Statement issued by the Architectural Committee shall be executed by any person or persons authorized by resolution of the Board or by the president and secretary of the Association, and a copy thereof shall be retained in the records of the Association.
- (g) In the event the Architectural Committee has issued a Noncompliance Statement as to any such Residence, the Architectural Committee shall provide a Compliance Statement, upon request, after the corrective work has been satisfactorily completed. Such Compliance Statement shall then evidence that the Improvements upon such Residence comply with the provisions of the Governing Documents.
- (h) A Compliance Statement shall be conclusive evidence of compliance with the provisions of the Governing Documents as to the Improvements described in the Compliance Statement and further approval of any such Improvements shall not be required unless there is a change or alteration in material, exterior appearance, color or texture in such Improvements.

- (i) In the event an Improvement was commenced without the required approval of the Architectural Committee, or, if such Improvement was not completed within the time limitation established for such Improvement in the Architectural Guidelines or in substantial conformance with the approved plans and specifications, the Board shall notify the Owner in writing of such noncompliance, specifying the particulars of noncompliance, and shall require the Owner to remedy the same within thirty (30) days from the date of notification of such noncompliance. If the noncompliance is not cured within such thirty (30) day period, the Board, after notice and hearing as provided herein, may levy a Compliance Assessment against such Owner for the costs of removing or remedying such noncompliance and the Architectural Committee shall correct the violation or take other appropriate action.
- (j) All modifications, approvals and compliance shall be subject to decisions and orders of the Department of Building and Safety or any other applicable governmental entity.

7.07 Remedy for Noncompliance

- (a) In the event of issuance of a Noncompliance Statement, then the Owner shall remedy or remove the same within thirty (30) days from the date that the written Noncompliance Statement is delivered to the Owner.
- (b) If the Owner does not correct the noncompliance within that period, then the Association shall have the right (i) to enter the Owner's Residential Lot and to cause the noncompliance to be corrected and the cost of the same shall be reimbursed to the Association by the Owner and if not timely reimbursed, then the Association shall be entitled to pursue any and all legal rights and remedies against the Owner including the levying of a special assessment for the same against the Owner's Residential Lot as herein permitted and/or (ii) to bring an action for damages or injunctive relief to remedy the same.
- (c) After the lapse of one (1) year after notice of completion of the Improvement or after correction of nonconforming work, whichever occurs later, the Committee shall have no further right to exercise its remedies under this Section. However, the Committee's remedies shall expire upon transfer of the Residential Lot if such transfer occurs within either of the one-year periods specified in this paragraph.

7.08 No Guarantee of Views

- (a) Depending upon location, some Residential Lots in the Property may enjoy some unique view potential. The view, if any, from a Residential Lot in the Property is subject to the limitations and disclaimers set forth in this section.
- (b) There are no express or implied easements for views or for the passage of light and air to any Residential Lot in the Property. Although the provisions of this Article may have some effect on preserving views from and providing for the passage of light and air to an individual Residential Lot, nevertheless Declarant, the Architectural Committee, and the directors, officers, employees, consultants, agents and contractors of the foregoing, do not make any representations or warranties, express or implied, concerning the view, if any, that a particular Residential Lot will enjoy. Furthermore, the payment by any Owner of any "premium" does not constitute a representation or warranty, express or implied, concerning the view, if any, the Residential Lot will enjoy.

- (c) Owners, by accepting a Deed to their respective Residential Lot, expressly acknowledge and agree that any view which their Residential Lot may enjoy as of the date of purchase may be impaired or obstructed by the installation of trees, other landscaping or other types of barriers, the growth or relocation of landscaping, the construction or other installation of Improvements in the Property and/or on any property adjoining the Property in accordance with applicable laws, codes, ordinances and regulations, and Owners expressly consent to any such obstructions.
- (d) Owners further understand that the provisions of this Declaration establish certain architectural and landscaping controls applicable to the Property, and that Owners have the right to enforce such controls. Except as expressly set forth in this Declaration, there are no rights concerning the preservation of any view.

ARTICLE VIII
MORTGAGEE PROTECTION

Article VIII provides certain protections to holders of the first mortgage on any Residential Lot, in order to make it easier for owners to obtain purchase money loans or refinancing.

8.01 Subordination of Lien and Foreclosure

- (a) Any lien for Regular or Special Assessments created or claimed in this Declaration:
- (1) Is subject and subordinate to the rights of any First Mortgage that encumbers any part of the Property made for value in good faith; and
 - (2) May not in any way impair or invalidate the obligation or priority of a First Mortgage unless expressly subordinated in writing by the Mortgagee. The signing of any Mortgagee to the Subordination by Lienholder included in this Declaration shall not constitute said lienholder's subordination to any future Assessment lien.
 - (3) The provisions of this paragraph (a) do not preclude other mortgagee protections provided by California law.
- (b) No breach of any provision of Declaration, nor the enforcement of any of its lien provisions, nor the Foreclosure of any lien created by or claimed under this Declaration, shall invalidate, affect or impair the lien of any Mortgage made in good faith and for value; but all of the covenants, conditions and restrictions shall be binding on any Owner whose title is derived through Foreclosure sale, trustee's sale, or otherwise.
- (c) Upon foreclosure of a First Mortgage, the purchaser:
- (1) Will take the Residential Lot title free of any Assessment lien accrued up to the time of the foreclosure sale, except that in the event the net sale proceeds exceed what is owed on all encumbrances prior to the Assessment lien, the Association shall be entitled to receive payment on any Assessment lien; and
 - (2) Is only obligated to pay Assessments or other Association charges accruing after the title to the Residential Lot is acquired.
- (d) If the Mortgagee obtains title with a deed in lieu of foreclosure, any Assessment lien shall not be extinguished upon recordation of the deed.

8.02 Mortgagees Are Not Required to Cure Certain Breaches

A First Mortgagee who acquires title by foreclosure or by a deed in lieu of foreclosure or assignment in lieu of foreclosure shall not be obligated to cure an existing breach of this Declaration that is non-curable or of a type that is not practical or feasible to cure.

8.03 Effect of Breach of Declaration

(a) Breach of this Declaration may not:

- (1) Cause any forfeiture or reversion of title; or
- (2) Create any right of reentry.

(b) Breach of this Declaration may be enjoined or abated by court action by the Association, Declarant, or any Owner, and damages may also be awarded provided that:

- (1) The violation does not impair or invalidate the Mortgage lien or deed of trust made for value in good faith; and
- (2) This Declaration binds any Owner whose title is derived through Foreclosure, trustee's sale or otherwise.

8.04 Exemption From Right of First Refusal

(a) Any right of first refusal or option to purchase a Residential Lot that may be granted to the Association or other party may not impair the rights of a First Mortgagee to do any of the following:

- (1) Foreclose or take title to a Residential Lot, pursuant to the remedies provided in the Mortgage;
- (2) Accept a deed (or assignment) in lieu of foreclosure in the event of default under the Mortgage; or
- (3) Sell or lease a Residential Lot acquired by the Mortgagee.

(b) No right of first refusal or similar restriction may be placed on an Owner's right to sell, transfer, or otherwise convey a Residential Lot, unless the Mortgagee, if any, grants written consent for the restriction.

8.05 Restrictions on Certain Changes

(a) Except as provided by statute in case of condemnation or substantial loss to the Property, at least sixty-seven percent (67%) of Owners and at least fifty-one percent (51%) of the votes of Eligible First Mortgagees (based on one vote per Residential Lot for each Eligible First Mortgage held) must give written approval before the Association may do any of the following:

- (1) Alter the method of determining Assessments or other charges levied against an Owner.
- (2) Change, waive or abandon any regulations or enforcement pertaining to the architectural design, the exterior appearance or the maintenance of the Residential Lots or the Common Area.
- (3) Fail to maintain Fire and Extended Coverage on insurable Common Area as specified in this Declaration.

- (4) Amend the Governing Documents concerning any material provision, including but not limited to the following:
- (A) Voting rights;
 - (B) Reductions in reserves for maintenance, repair, or replacement of the Common Area improvements;
 - (C) Responsibility for maintenance and repairs;
 - (D) Reallocation of interests in the Common Area or rights to its use;
 - (E) Redefinition of any Lot boundary;
 - (F) Convertibility of Residential Lots into Common Area or Common Area into Residential Lots;
 - (G) Expansion or contraction of the Project or the addition, annexation, or withdrawal of property to or from the Project;
 - (H) Hazard or fidelity insurance requirements;
 - (I) Imposition of any restrictions on the leasing of Residential Lots except as provided herein;
 - (J) Imposition of any restrictions on a Residential Lot Owner's right to sell or transfer his or her Residential Lot;
 - (K) Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in this Declaration;
 - (L) Any provisions that expressly benefit mortgagees, insurers, or guarantors; OR
 - (M) Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs.

Sections 8.05 (a)(2), (a)(4)(D)-(G) and (M) above shall also be subject to the prior written consent of the Planning Department of the County or the County's successor-in-interest.

- (b) Except as provided by statute in case of condemnation or substantial loss to the Property, at least sixty-seven percent (67%) of the votes of the First Mortgagees (based on one vote per Residential Lot for each Eligible First Mortgage held), in addition to the vote required from Owners, must give written approval before the Association may, by act or omission, do any of the following:
- (1) Abandon, partition, subdivide, encumber, sell or transfer any portion of a Residential Lot or Common Area (other than granting easements as specified in this Declaration);
 - (2) Partition or subdivide any Residential Lot;

- (3) Seek to abandon or terminate the legal status of the Property;
- (4) Use hazard insurance proceeds for losses to the Property (Residential Lot or Common Area) for other than repair, replacement or reconstruction of the Property;
- (5) Change the pro rata interest or obligation of any Residential Lot for the purpose of: (i) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of each Owner in the Common Area, provided that no Owner's undivided interest in the Common Area may be changed without the consent of that Owner;
- (6) Change or alter the priority of any liens created by or claimed under this Declaration;
- (7) Modify or amend any provisions that are for the express benefit of First Mortgagees, insurers or governmental guarantors of First Mortgages;
- (8) Modify or amend any provisions of this Declaration regarding insurance;
- (9) Modify or amend any provisions of this Declaration which is a requirement of the GNMA, FHLMC or FNMA.

Sections 8.05 (b)(1) and (b)(3) above shall also be subject to the prior written consent of the Planning Department of the County or the County's successor-in-interest.

- (c) An Eligible First Mortgagee's approval will be considered granted if a negative response is not delivered to the Board within sixty (60) days after the Eligible First Mortgagee receives notice of the proposed action, provided notice was delivered personally or by certified or registered mail, return receipt requested.
- (d) Any addition or amendment to the Declaration or Bylaws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

8.06 **Inspection of Association Books and Records**

Any First Mortgagee has the right to examine the books and records of the Association during business hours and after notice to the Association. Any First Mortgagee shall be entitled, upon written request, to have an audited financial statement for the immediately preceding year, free of charge to the party so requesting.

8.07 **Condemnation Awards and Insurance Proceeds**

Condemnation awards or insurance proceeds for losses to or taking of Residential Lots or Common Areas shall be distributed to the Owners in proportion to the fair market value of their Residential Lot, provided that if at the time of distribution there is a Mortgage on any individual Residential Lot, the balance of such Mortgage (in order of priority) shall first be paid before the distribution of any awards or proceeds to the Owner whose Residential Lot is mortgaged. Any provision to the contrary in this Declaration, the Bylaws, or other Governing Documents is to such extent void.

8.08 **Loss Payable Endorsement**

All applicable fire, physical loss or extended coverage insurance policies must contain loss payable clauses naming the Mortgagees who encumber the Residential Lots.

8.09 **Mortgagee's Right to Attend Meetings**

Any Mortgagee may appear at Association and Board meetings, but is not eligible to vote except as provided in Section 8.05.

8.10 **Payments by Mortgagees**

(a) First Mortgagees may pay the following jointly or severally:

- (1) Taxes or other charges in default which may be a charge against any part of the Common Area; and
- (2) Overdue premiums on hazard insurance policies, or to secure new hazard insurance coverage on the lapse of a policy for the Common Area.

(b) Upon such payments, the Association:

- (1) Owes immediate reimbursement to First Mortgagees making such payments; and
- (2) Must, upon Mortgagee's request, execute an agreement that reflects the First Mortgagees' entitlement to such reimbursement.

8.11 **Notices to Mortgagees**

(a) Each Eligible First Mortgagee is entitled to timely written notice of:

- (1) Any condemnation or casualty loss that affects a material portion of the Project or the Residential Lot securing its Mortgage;
- (2) Any sixty-day delinquency in the payment of Assessments or charges owed by the Owner of any Residential Lot on which it holds the mortgage or any other breach or default under the Governing Documents by the Owner of any Residential Lot on which it holds the mortgage;
- (3) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (4) Any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees.

(b) To obtain the information above, the Mortgagee, insurer or guarantor must send a written request to the Association, stating both its name and address and the Lot number or address of the Residential Lot for which it has the Mortgage.

8.12 Loan to Facilitate Resale

Any First Mortgage given to secure a loan to facilitate the resale of a Residential Lot after acquisition by Foreclosure, or by a deed in lieu of Foreclosure or by an assignment in lieu in Foreclosure, shall be deemed to be a loan made for value in good faith and entitled to all of the rights and protections of First Mortgages under this Declaration.

8.13 Control if Mortgagee Protections Conflict With Other Provisions

In the event of any conflict between any of the provisions of this Article and any other provisions of this Declaration or the Governing Documents, whether now or as hereafter amended, the provisions of this Article shall control.

ARTICLE IX
DAMAGE AND DESTRUCTION TO IMPROVEMENTS

Article IX concerns restoration or other disposition in the case of damage or destruction of common areas.

9.01 Restoration of the Property

In case of casualty damage to Common Area improvements, the Association will repair and substantially restore the Common Area improvements to the same manner as existed before:

- (a) If insurance proceeds cover at least eighty-five percent (85%) of repair costs, the Association will repair the damage and levy a reconstruction Assessment equally against the Owners to make up the balance of costs (according to the Article "*Covenants for Assessments*").
- (b) If insurance proceeds cover less than eighty-five percent (85%) of repair costs, the Association will repair the damage and levy a reconstruction Assessment equally against the Owners, unless at least sixty-seven percent (67%) of the Owners (other than Declarant) determine either:
 - (1) To rebuild in a less expensive manner than substantial replacement, utilizing all available insurance proceeds. The Association will levy a reconstruction Assessment equally against the Owners to raise any rebuilding cost in excess of insurance proceeds; or
 - (2) Not to rebuild. All net insurance proceeds for the damage (after expenses of clearing debris and making the damaged area aesthetically pleasing) are at the Association's discretion to perform its functions according to the Restrictions or to distribute equally to the Owners (subject to the rights of Mortgagees of record).
- (c) If the estimated cost of repair does not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall cause the repair to occur without the consent of Members irrespective of the available amount of insurance proceeds. The Board is empowered to levy a Special Assessment if necessary as described herein.
- (d) If the Owners and Mortgagees determine that restoration costs would be substantial and reconstruction would not be in their best interests, the Owners may proceed as provided below.

9.02 Notice to Owners and Listed Mortgagees

Immediately upon learning of any material damage or destruction to the Common Area or any Residential Lot, the Board must notify all Owners, and First Mortgagees, insurers or guarantors of any relevant Mortgagees who have filed a written request for Board notice (see "*Mortgagee Protection*" Article).

9.03 **Sale of Property and Right to Partition**

If the Association elects not to rebuild, an appraiser licensed by the State of California Office of Real Estate Appraisers shall determine the relative fair market values of all Residential Lots as of a date immediately prior to any damage or destruction and the proceeds of insurance shall be apportioned among all Owners, and their respective Mortgagees, in proportion to such values.

9.04 **Damage to Dwellings**

- (a) If a Residential Lot is damaged by fire or other casualty, the relevant Owner must proceed with due diligence to repair or reconstruct the Improvement in accordance with the original as-built plans and specifications, modified as may be required by applicable building codes and regulations in force at the time of such repair or reconstruction or as authorized by the Architectural Committee.
- (b) Repair or reconstruction must commence within ninety (90) days after damage or destruction, and must be completed within one hundred and eighty (180) days after such date, subject to delays that are beyond the Owner's control.
- (c) Notwithstanding the foregoing, the Owner must immediately take reasonable steps as required to secure any hazardous conditions resulting from the damage or destruction.

ARTICLE X
CONDEMNATION

Article X concerns condemnation of common areas by a governmental entity.

10.01 Representation by the Board in Condemnation Proceedings

- (a) If any portion of a Common Area is to be condemned or sold by eminent domain, the Board (or its delegation) will:
 - (1) Represent Owners in the proceedings;
 - (2) Immediately give notice of the condemnation threat to all Beneficiaries, insurers and guarantors of First Mortgages who have filed written requests for notices; and
 - (3) Be entitled to make a voluntary sale to the condemner in lieu of engaging in a condemnation action.
- (b) Any award received shall be paid to the Association on behalf of the Owners, including Declarant, if Declarant still owns any Residential Lot.
- (c) If only part of a Common Area is affected, the rules regarding restoration and replacement of the Common Area and improvements apply as if in the case of destruction.
- (d) If any of the net condemnation award is not used to restore the remaining Common Area, the Association will handle the award in accordance with the Article entitled, "*Damage and Destruction to Improvements*".

10.02 Distribution of Award

- (a) In case of condemnation or sale by eminent domain, the Board must distribute any award according to these provisions (after deducting fees and expenses related to the condemnation proceedings).
- (b) Any award must first be distributed to the Owners in proportion to the fair market value of their Residential Lot, provided that if at the time of distribution there is a Mortgage on any individual Residential Lot, the balance of such Mortgage (in order of priority) shall first be paid before the distribution of any awards or proceeds to the Owner whose Residential Lot is mortgaged.
- (c) If a condemnation judgment apportions the award among the Owners and Mortgagees, the Board will distribute the remaining amount (after deductions above) according to the terms of the judgment allocation.

- (d) If by sale under threat of condemnation (or if the judgment of condemnation fails to apportion the award), the Board will distribute the award based upon relative values of the affected Residential Lots as determined by an appraiser licensed by the State of California Office of Real Estate Appraisers and hired by the Board with approval of fifty-one percent (51%) of the Mortgagees. If said percentage of Mortgagees do not approve the Board's selection of appraiser, then any Mortgagee may hire a licensed appraiser at its own cost, and the award amount will be calculated based upon the average of all appraisals obtained.
- (e) An Owner or Mortgagee who disputes such appraisal shall be entitled to hire an independent, licensed appraiser, and in the event of disagreement between the appraisers the Board shall resolve the dispute.

ARTICLE XI
EASEMENTS

Article XI addresses easements within the property.

11.01 Creation of Easements

- (a) Easements referred to herein are established upon the First Close of Escrow in the Project, and the provisions hereof with respect to such easements shall be covenants for the use and benefit of Residential Lots and Property superior to all other encumbrances.
- (b) Individual grant deeds to Residential Lots shall state that the grant is made subject to the provisions of this Declaration, and may set forth reference to these easements, but are not required to do so.

11.02 Reservation of Easements for Declarant's Construction and Marketing Activities

- (a) For as long as five (5) years from the date of the First Close of Escrow in the Project (and without unreasonably interfering with other Owners), the Declarant and its representatives reserve easements and rights for the following purposes without the need to seek or obtain Board approval:
 - (1) Improvements. Easements over i) the Common Area for the purpose of constructing, erecting, completing, operating and maintaining thereon, therein or thereunder roads, streets, walks, and driveways, as long as any Residential Lot remains unsold; and ii) the Property for the installation and maintenance of electric, telephone, cable television, water, gas, irrigation lines, sanitary sewer lines and drainage facilities, provided that access for such purpose is not otherwise reasonably available;
 - (2) Construction and Sales. Easements for construction, display, maintenance, sales and exhibit purposes over the Common Area in connection with the erection and sale or lease of Residences within the Property provided, however, that such use shall not be for a period beyond the sale by Declarant of all Residential Lots within the Property;
 - (3) Utilities. Easements, whether or not shown on the Tract Map, over the Property for the installation and maintenance of electric, telephone, cable television, community antenna television system, water, gas, sanitary sewer lines and drainage facilities. Declarant further reserves the right to grant and transfer easements over the Residential Lots and Common Area for installation, maintenance and repair of the Service Lines and Facilities.
- (b) The easements reserved to Declarant, or granted and conveyed by Declarant pursuant to this Section shall not unreasonably interfere with the use and enjoyment by the Owners of the Property, and any repair or restoration necessitated by any such installation, construction or maintenance shall be completed by the holder of the easement that has entered upon the Property for any such purpose within a reasonable time after the occurrence of such damage or need for restoration.

11.03 **Certain Easements for Association**

- (a) The Association has, and may grant, nonexclusive easements and rights of way for ingress, egress and access to all portions of the Property as reasonably required to perform its maintenance obligations and other duties established in this Declaration, and further has utility and drainage easements as hereinafter provided to maintain the health, safety, convenience and enjoyment of the Residential Lots and Common Area.
- (b) Declarant hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property to utility companies and public agencies, as necessary, for the proper development and sale of the Property. Such right of Declarant shall expire upon the later of (i) the close of escrow for the sale of all Residential Lots in the Project by Declarant, or (ii) expiration of seven (7) years from the date of issuance by the DRE of the Final Subdivision Public Report for the Project.

11.04 **Certain Easements for Owners**

- (a) Declarant grants nonexclusive easements for enjoyment, ingress, egress, pedestrian walkway and general recreation purposes over and upon the Common Area to all Owners, subject to other provisions of the Governing Documents.
- (b) Owner rights and duties with respect to drainage facilities, sanitary sewer, water, electricity, gas, telephone, cable television, security system lines, and other service lines and facilities ("Service Lines and Facilities") are as follows:

Easements for Service Lines and Facilities in Residential Lots or Common Area are granted in favor of the Owner of a Residential Lot or Association served by said Service Lines and Facilities to the full extent necessary for the maintenance and repair by the Owner, Association, or servicing company;

If Service Lines and Facilities serve more than one Residential Lot, the Association is entitled to reasonable use and enjoyment and access for repair, replacement and maintenance of all necessary portions of the Service Lines and Facilities.

- (c) Notwithstanding that an Owner may install Improvements within said easement area with the approval of the Architectural Control Committee, Owners acknowledges that such Improvements may be removed by the respective utility or Public Agency to maintain, repair or replace any of the foregoing facilities without any liability to the Owner to repair or restore such Improvements.
- (d) Declarant hereby reserves, for its benefit and the benefit of the Association and Owners, nonexclusive easements on, over, across and through all Residential Lots for the construction, installation, inspection, maintenance, repair and replacement of drainage lines and improvements, and subdrain lines, access ports, and the like, wherever same may be located, in accordance with the provisions of this Declaration. Such easements over such portions of each Residential Lot shall be appurtenant to, binding upon, and shall pass with the title to, every Residential Lot conveyed.

11.05 **Drainage, Electrical, Sewer, and Other Utility Easements**

- (a) The Association and Owners accept the drainage facilities and pattern for the Residential Lots and Common Area established by the final grading of the Property originally undertaken by Declarant (including "cross-Lot" drainage from adjacent Residential Lots and Common Areas).
- (b) The established drainage pattern may not be altered without the prior written consent of the Planning Department of the County or the County's successor-in-interest, and prior written approval by the Association and/or Architectural Committee.
- (c) If the drainage pattern must be altered, the party requesting the alteration must make reasonable and adequate provisions for proper drainage and pay for its costs.
- (d) In the event Declarant shall have installed any drainage lines or other facilities which serve two or more Residential Lots, the Owners of said Residential Lots shall jointly maintain and repair said lines and facilities so as to keep same in proper operating condition at all times.
- (e) The Association shall grant easements and rights of way through the Common Area and separate interests for the maintenance or betterment of water, sewer, telephone and cable lines, satellite television, gas and other utilities, storm drains, underground conduits, sprinkler systems, and other purposes intended to maintain the health, safety, convenience and enjoyment of the Residential Lots and Common Area, and for the reading of utility meters and sub-meters.

11.06 **Easements for Vehicular and Pedestrian Traffic**

Declarant hereby reserves a nonexclusive easement appurtenant to each Residential Lot for the benefit of each and every Owner, the members of his family, his lessees and tenants, and their respective guests and invitees, for vehicular and pedestrian traffic over all private streets, drives, walkways, and sidewalks within the Common Area.

11.07 **Encroachment**

- (a) Easement rights are hereby created, established and granted to Declarant, the Association and Owners of any Residential Lot or Common Area, originally constructed by Declarant, or as reconstructed, with improvements encroaching on, over and across any portion of a contiguous Residential Lot or Common Area, as shown in the Tract Map, resulting from engineering errors, errors or adjustments in original construction, reconstruction, repair, settling, shifting, or any other movement.
- (b) If a portion of a Residential Lot encroaches on, over and across any portion of a contiguous Residential Lot or Common Area, the encroaching Residential Lot Owner's easement rights shall be exclusive.
- (c) If a portion of the Common Area encroaches on, over and across any portion of a contiguous Residential Lot, the Association's easement rights shall be non-exclusive.
- (d) Declarant, the Association and Owners of the encroaching improvements shall have the right to maintain, repair or replace the encroaching improvements.

- (e) In the event any portion of the Project is partially or totally destroyed, the encroachment easement shall exist for any replacement structure that is rebuilt pursuant to the original construction design.
- (f) In interpreting this Declaration, the Tract Map and all instruments of conveyance, the existing physical boundaries of Residential Lots, including any encroachment as defined in (a) above, shall be the actual boundaries, rather than any description and/or depiction set forth in this Declaration, the Tract Map, or instrument of conveyance.
- (g) Easements and reciprocal negative easements for utility services and repairs, replacement and maintenance of same over the Common Area are specifically reserved for the benefit of the Owners. The foregoing easements shall not unreasonably interfere with an Owner's use and enjoyment of such Owner's Residential Lot.
- (h) The easements for the maintenance of the encroaching improvement shall exist for as long as the encroachments exist; provided, however, that no valid easement of encroachment shall be created due to the willful misconduct of the Association or any Owner. Any easement of encroachment may, but need not be, cured by repair and restoration of the structure.

ARTICLE XII
SPECIAL PROVISIONS RELATING TO ENFORCEMENT OF DECLARANT'S OBLIGATION TO
COMPLETE COMMON AREA IMPROVEMENTS

Article XII concerns the Declarant's obligation to complete common area improvements.

- 12.01 **Special Provisions Relating to Enforcement of Declarant's Obligation to Complete Common Area Improvements**
- (a) The Board must consider and vote on Association action to enforce bond obligations regarding any Common Area improvement if all of the following factors apply:
 - (1) Declarant has not completed Common Area improvements before the First Close of Escrow;
 - (2) The Association is the obligee under a bond or other arrangement securing completion; and
 - (3) A Notice of Completion has not been filed within sixty (60) days of the completion date specified in the planned construction statement appended to the bond.
 - (b) The Association may grant a written extension for a Common Area completion.
 - (c) If a notice of completion has not been filed within thirty (30) days after the extension expires, the Board will meet and vote on enforcement options.
 - (d) Owners may submit a petition signed by at least five percent (5%) of Total Voting Power calling for a Special Meeting to be held between thirty-five (35) and forty-five (45) days after the Board receives the petition.
 - (e) At the Special Meeting, a majority vote of Owners (other than Declarant) overrides the Board's decision and causes the Board to enforce bond obligations through appropriate action in the name of the Association.

ARTICLE XIII
AMENDMENT

Article XII concerns amendments to the Declaration.

13.01 **Amendment**

- (a) Before the First Close of Escrow of a Residential Lot, and subject to the consent of the First Mortgagee, if any, Declarant may unilaterally amend this Declaration (subject to the Article entitled "*Mortgagee Protection*") by recording an instrument of amendment in the relevant County Recorder's Office.
- (b) After the First Close of Escrow of a Residential Lot, this Declaration may only be amended in the following ways (and subject to the Article entitled "*Mortgagee Protection*"):
 - (1) If there is only one Membership Class, approval by at least sixty-seven percent (67%) of Members other than Declarant, and by at least the same percentage of the total voting power, including Declarant.
 - (2) If Class B Membership exists, approval by at least sixty-seven percent (67%) of the Members of each Class.
- (c) Any amendment shall be signed by two (2) Association officers certifying that the amendment was approved by the required vote and must be properly recorded in the County Recorder's Office.
- (d) The percentage of Owners needed to amend this Declaration may not be less than the percentage of affirmative votes prescribed for action to be taken under the relevant provision.
- (e) An Owner or the Association may petition the Superior Court for an order reducing the percentage of affirmative votes needed to amend this Declaration (pursuant to Civil Code Section 4275, or any successor statutes).
- (f) While the Declarant holds or directly controls at least twenty-five percent (25%) of the votes, any proposed amendment to any Governing Documents shall comply with Business and Professions Code Section 11018.7.
- (g) No amendments to any provisions in this Declaration including, but not limited to, the Article entitled "*Enforcement and Dispute Resolution*" or other Governing Documents which specifically benefit or otherwise relate to the Declarant as developer, shall be made without the written consent of the Declarant.
- (h) Any amendment to Article XIII, County of Riverside Provisions, shall require the prior written consent of the Planning Department of the County or the County's successor-in-interest.

- (i) Subject to Business and Professions Code section 11018.7, notwithstanding any other portion of this Section, for so long as Declarant owns any portion of the Property, Declarant may unilaterally amend this Declaration by recording an instrument in writing, signed by Declarant, without the consent of the Board or Association if the amendment is made in order to (1) conform this Declaration to the requirements of the DRE, VA, FHA, FNMA, FHLMC, or any other governmental entity; (2) supplement or amend this Declaration with provisions which pertain to rights and obligations of Declarant, the Association or Owners arising under the Right to Repair Act at Division 2, Part 2, Title 7 (commencing with Section 895) of the California Civil Code; or (3) to correct errors, clerical mistakes, correct any internal inconsistency or inconsistency with any Governing Document, or for clarification of any provision.

- (j) An amendment for the purpose of correcting technical errors, clerical mistakes or for clarification, or to conform this Declaration to the rules, regulations or requirements of the VA, FHA, FNMA, Ginnie Mae or Freddie Mac, shall not be construed as a material change to the Governing Documents and may be made upon a majority vote of the Board of Directors without vote of the Membership.

ARTICLE XIV
ENFORCEMENT AND DISPUTE RESOLUTION

Article XIV provides methods for enforcement and for resolving any claims and Disputes between Owners, the Association, and/or Declarant.

14.01 Enforcement of Governing Documents

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents.

14.02 Enforcement Between Association and Owner

Any dispute between the Association and an Owner involving their rights, duties, or liabilities under this title, under the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code), or under the Governing Documents, shall, as may be required, be submitted to the procedures set forth in California Civil Code Sections 5900, *et seq.*, and 5925, *et seq.*

This Section shall not be applicable to (a) those governed Disputes between the Association and Owner relating to the imposition or collection of Assessments, or (b) those subject to the Right to Repair Law, or California Civil Code Section 6000, *et seq.* (the "Calderon Act").

14.03 Failure Not a Waiver

The failure of any Owner, the Board, the Association or its officers or agents to enforce any of the Governing Documents shall not constitute a waiver of the right to enforce the same thereafter. No such failure shall result in or impose any liability upon the Board, or any of its officers or agents. Waiver or attempted waiver of any provision of this Declaration or the Association's other Governing Documents with respect to any Residential Lot shall not be deemed a waiver thereof as to any other Residential Lot, nor shall the violation of any provision hereof or thereof in respect to any Residential Lot or Residential Lots affect the applicability or enforceability of any provision of this Declaration in respect of any other Residential Lot. A waiver of any enforcement right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular covenants, condition or restriction contained herein which is expressly set forth as being waived in such writing.

14.04 Discipline for Breach

After notice and a hearing as provided in herein, the Board may do the following:

- (a) Suspend Rights. Suspend an Owner's voting rights and/or the right to use the Common Area (other than the right of ingress and egress to the Owner's Residential Lot): (i) for the period during which any Assessment, including any monetary penalty against such Owner's Residential Lot, remains unpaid and delinquent, and (ii) for a period not to exceed thirty (30) days, or for as long as the violation continues for any other infraction of this Declaration, the Bylaws or the published Rules and Regulations of the Association committed by any Owner, or such Owner's guests, servants, family members, tenants or invitees.
- (b) Impose Monetary Penalties. Impose a monetary penalty on any Owner in such amounts as determined by the Board and as more fully described in a schedule of monetary penalties set forth in the Rules and Regulations adopted and amended by the Board, for the failure to comply with and/or for any violation of the Governing Documents committed by such Owner, or such Owner's guests, servants, family members, tenants or invitees. The Board shall distribute to the Members, by personal delivery or first class mail, a copy of the schedule of monetary penalties adopted by the Board. Subject to other provisions herein, the Association and the Board shall have the same rights and remedies, including lien, foreclosure, late charge and interest rights, or seeking judicial enforcement for the enforcement and collection of monetary penalties as they have for the enforcement and collection of Assessments and any monetary penalty provided for herein shall be deemed to be a Special Assessment. Any infraction or violation of an ongoing nature shall subject the violating Owner to a continuing monetary penalty which may be assessed on a daily basis until the infraction or violation in question has been remedied.
- (c) Judicial Relief. Seek judicial relief for the failure to comply with and/or for any violation of the Governing Documents committed by such Owner, or such Owner's guests, servants, family members, tenants or invitees. In a situation where injury to persons or property is immediately threatened, the Board may seek judicial relief without first complying with the notice and hearing provisions of herein.
- (d) Limitation on Enforcement Remedies. Except for the remedies provided in this Section, or as a result of a judgment or decree of a court or a decision arising out of arbitration or mediation or a foreclosure or sale under a power of sale based on the failure of an Owner to pay assessments duly levied by the Association as provided hereinafter, the Association does not have the power or authority to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of the Owner's Residential Lot if the Owner does not comply with provisions of the Governing Documents.

14.05 Notice and Hearing

- (a) General Provisions. The Board shall have the right to establish the Rules and Regulations for providing an Owner a hearing for an alleged violation of this Declaration, the Bylaws or the Association's Rules and Regulations where such Owner may have such Owner's voting rights or common area privileges suspended and/or have a monetary penalty imposed. Such Rules or Regulations established and maintained by the Board shall be fair and reasonable, as required pursuant to California Corporations Code section 7341, and shall comply with Civil Code section 5855.

- (b) Procedures. Notice and a hearing regarding monetary penalties, suspension of privileges, and any other disciplinary measures taken under this Declaration or the Association's other Governing Documents shall be accomplished as follows:
- (i) Right to be Heard. The Owner being penalized shall be given an opportunity to be heard, either orally or in writing, at an executive session Board meeting;
 - (ii) Notice. Notice of the hearing shall be given either by personal delivery or first-class mail to the most recent address of the Owner as shown on the Association's records at least ten (10) days prior to the hearing. The notice shall contain, at a **minimum**, the date, time and place of the hearing, the nature of the alleged violation, the proposed monetary penalty or sanction, and a statement that the Owner has the right to attend the hearing and to address the Board at the hearing;
 - (iii) Procedure for Hearing. At the hearing, the Owner so charged shall have the right to be heard by the presentation of oral or written evidence and arguments. If the Owner fails or refuses to attend the hearing, the Board may decide the matter in such Owner's absence;
 - (iv) Decision of Board. Following the hearing, the Board shall decide whether the Owner shall in fact be penalized or sanctioned or assessed for damages, as applicable;
 - (v) Notice of Decision. Within fifteen (15) days of the hearing, the Board shall notify the Owner of its decision and the reasons therefore, either by personal delivery or first-class mail to the most recent address of the Owner as shown on the Association's records.

14.06 Remedies Cumulative

Each remedy provided for by this Declaration for breach of any of the covenants, conditions, restrictions, reservations, liens or charges contained herein shall be in addition to any other available remedy, whether provided for by law or in equity, and all of such remedies whether provided for by this Declaration or otherwise shall be cumulative and not exclusive. In addition, except for the nonpayment of any Assessments provided for herein, it is hereby expressly stipulated that the remedy at law to recover damages for the breach or violation of this Declaration and/or the Association's other Governing Documents is inadequate and that appropriate relief shall be awarded to enjoin any such breach or violation.

14.07 Joint and Several Liability

In the case of joint ownership of a Residential Lot, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners set forth in or imposed by this Declaration shall be joint and several.

14.08 **Special Provisions Applicable to Resolution of Construction Defect Disputes; Declarant's Election to "Opt In" to Statutory Pre-Litigation Procedures**

- (a) Notice of Procedures for Actions for Construction Defects. The Property is subject to Title 7 of Part 2 of Division 2 of the California Civil Code (commencing with Section 895) (the "Right to Repair Act"). The procedures established by the Right to Repair Act impact the Owners' and Association's legal rights.
- (b) Declarant has elected to engage in the non-adversarial pre-litigation procedures set forth in Chapter 4 of the Right to Repair Act (California Civil Code §§ 910 through 938, inclusive). If such non-adversarial pre-litigation procedures fail to resolve a Dispute governed by the Right to Repair Act, such Dispute shall be resolved in accordance with the binding general arbitration procedures set forth herein.

14.09 **Resolution of Construction Defect Disputes Against Declarant**

- (a) The Association shall not initiate any claim against Declarant except with the vote or written assent of the Members holding more than seventy-five percent (75%) of the voting rights of Class A Members, if two classes exist, or, if only one class exists, more than seventy-five percent (75%) of the voting rights of all Members other than Declarant. Declarant, and its representatives on the Board of the Association, shall have no control over the issue to decide whether to initiate a claim under such statutory provisions. Prior to voting to pursue such a claim, the Board shall inform the Members of alternatives to remedy the deficiencies without litigation and of potential adverse consequences of litigation.
- (b) If a Dispute between the Association and Declarant is not resolved despite the proceedings set forth in Civil Code Section 6000, further litigation shall comply with all of the requirements of Section 6150 of the Civil Code.
- (c) Upon resolution of a Dispute subject to Civil Code Section 6000, the Association shall disclose to its Members all of the matters specified in Section 6100 of the Civil Code.

14.10 **Submission of All Disputes Involving Declarant, Including Construction Defect Disputes, to Arbitration**

AGREEMENT TO ARBITRATE AND WAIVER OF JURY TRIAL

NOTICE: ANY DISPUTE BETWEEN THE ASSOCIATION OR ANY OWNER OR BOTH AND THE DECLARANT, ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION ENTITLED "ARBITRATION OF DISPUTES" PROVISION, SHALL BE DECIDED BY NEUTRAL BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT. THE ASSOCIATION, OWNER AND DECLARANT, ARE GIVING UP ANY RIGHTS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL AND ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION.

- (a) Agreement to Arbitrate. Association, Owner and Declarant shall resolve any dispute, including, without limitation, a dispute about design, condition, use, physical or bodily injury, or a dispute arising out of development or construction defect claims in the design or construction of the Property or Improvements (regardless of whether the claim is based upon common law, statutory law, including any claim covered by Civil Code Section 895 *et seq.*) not resolved through the above described mediation procedure, through binding arbitration in the county in which the Property is located. This arbitration provision shall be binding on and enforceable by every Owner, the Association, Declarant and Declarant Parties. Alternatively, Owner/ Association, Declarant or Declarant Parties may elect to resolve such disputes through a small claims court proceeding, in which case the party filing the small claims action will have waived the right to any relief in excess of the jurisdiction of the small claims court.
- (b) Federal Arbitration Act. As many of the materials and products used in the constructed on the Property are manufactured in other states, the development and conveyance of the Property evidences a transaction involving interstate commerce. The Federal Arbitration Act (9 U.S.C. §1, *et seq.*) and the California Arbitration Act shall govern the interpretation and enforcement of this arbitration provision to the extent the California Arbitration Act is not inconsistent with the Federal Arbitration Act. To the extent any state law, ordinance or regulation is inconsistent with the rules of the arbitration service under which the arbitration is held, the rules of the arbitration service shall govern the arbitration proceeding.
- (c) JAMS. The arbitration shall be conducted by the Judicial Arbitration and Mediation Services ("JAMS") in accordance with the JAMS Comprehensive Arbitration Rules & Procedures ("Rules"). If JAMS is not in existence, then the arbitration shall be conducted by ADR Services, Inc. in accordance with its rules ("Rules"). If there is a conflict between the Rules and the provisions of this Section, the provisions of this Section shall apply.
- (d) Advancement of Expenses. All fees charged by the arbitrator and the arbitration provider to initiate the arbitration shall be advanced by Declarant. If Declarant is the prevailing party in the arbitration, the arbitrator may direct Owner/Association, as applicable, to reimburse Declarant for up to fifty percent (50%) of the arbitration fees advanced by Declarant within sixty (60) days after the final arbitration award.
- (e) Qualifications of Arbitrator. The arbitrator shall be neutral and impartial and shall be either a retired judge or a member or former member of the California State Bar with at least ten (10) years' experience with substantial experience in the type of matter in dispute and with a strong emphasis on the laws governing real estate matters, especially those dealing with residential real estate development and construction. The arbitrator shall not have any relationship to the parties to the dispute or any interest in the Property.
- (f) Appointment of Arbitrator. The arbitrator to preside over the dispute shall be selected no later than sixty (60) days after a notice of claim is filed, and may be challenged by any party for bias.
- (g) Participation by Other Parties. Declarant or Owner or Association, to the extent any such party is defending a claim in the arbitration, may, if it chooses, have all necessary and appropriate parties included as parties to the arbitration.
- (h) Venue. The arbitration shall be conducted in the county where the Property is located unless the parties agree to some other location.

- (i) Time of Commencement. The arbitration process shall commence promptly, within the time provided by the arbitration agreement or by the rules of the arbitration provider. If no such date is provided by the arbitration agreement or rules, then the process shall commence on a date agreed upon by the parties or determined by the arbitrator.
- (j) Rules of Law. The arbitrator must follow California substantive law, including statutes of limitations and the provisions of Title 7 of Division 2 of Part 2 of the California Civil Code, sections 895 through 945.5, including all future amendments thereto, but may receive hearsay evidence.
- (k) Discovery. The parties to the proceeding shall be entitled only to reasonable discovery, of only the following matters: (i) witness lists; (ii) expert witness designations; (iii) expert witness reports; (iv) exhibits; (v) reports of testing or inspections of the property subject to the dispute, including but not limited to, destructive or invasive testing; and (vi) trial briefs. Such parties shall also be entitled to conduct further tests and inspections. Any other discovery provided for in the California Code of Civil Procedure shall be permitted by the arbitrator upon a showing of good cause or based on the mutual agreement of the parties to the proceeding. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.
- (l) Motions. 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 adjudication motions, in the same manner as a trial court judge, except the arbitrator shall also have the power to adjudicate summarily issues of fact or law including the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense. Notwithstanding the foregoing, if prior to the selection of the arbitrator, as provided herein, any provisional remedies are sought by the parties to the dispute, such relief may be sought in the Superior Court of the County in which the Project is located. The arbitrator shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.
- (m) Remedies. The arbitrator is authorized to provide all recognized remedies available in law or equity for any cause of action that is the basis of the proceeding or hearing, except that the award of punitive damages shall be prohibited.
- (n) Timely Completion and Award. The arbitration process shall be concluded in a prompt and timely manner, including the issuance of any decision or ruling following the proceeding or hearing. The arbitrator's award shall contain findings of fact and conclusions of law to the extent required by law if the case were tried to a judge. The decision of the arbitrator shall stand as the decision of the court, and upon filing of the statement of decision with the clerk of the court, judgment may be entered thereon in the same manner as if the dispute had been tried by the court.
- (o) Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs (including expert witness costs) in the arbitration.
- (p) Judgment. The arbitrator's award upon all of the issues considered by the arbitrator is binding upon the Parties, and upon filing of the award with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon.

"Declarant"

SAND CREEK DEVELOPMENT, L.P.
a California limited partnership

X Angela D. Little
By: Angela D. Little
its: Successor General Partner

X _____
By: _____
its: _____

**Certificate Attached for
California Notary Wordin**

STATE OF CALIFORNIA)
COUNTY OF) ss.

On _____, 201____, before me, _____,
Notary Public, personally appeared:

_____ 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.

(SEAL)

Notary Public

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 02/24/2022 before me, Leia Loera, Notary Public -----
(insert name and title of the officer)

personally appeared Angela D. Little -----,
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.

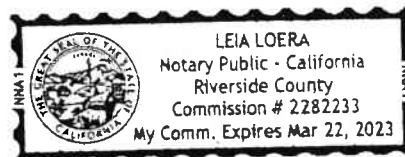
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



- (q) Participation in Judicial Proceeding. The initiation of or participation by any party in any judicial proceeding concerning this arbitration provision or any matter arbitrable hereunder shall not be deemed a waiver of the right to enforce this arbitration provision, and notwithstanding any provision of law to the contrary, shall not be asserted or accepted as a reason to delay, to refuse to participate in, or to refuse to enforce this arbitration provision.
- (r) Standing. Declarant and Declarant Parties shall have the right to enforce the provisions of this Article regardless of whether Declarant or Declarant Parties hold any right, title or interest in and to the Property or any portion thereof.
- (s) Severability. In the event that any phrase, clause, sentence, section, article or other portion of this Article shall become illegal, void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, void or against public policy, the remaining portions of this Article shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

ARTICLE XV

POWER OF ATTORNEY TO DECLARANT

Article XV gives Declarant, as the developer of the Project, the power of attorney to prepare and execute documents which may be necessary by the title insurance company and or any governmental authorities, to complete the development of this Project.

15.01 Power of Attorney to Declarant

- (a) The Owner of a Residential Lot, by accepting a deed to a Residential Lot, shall be deemed to have agreed to constitute and irrevocably appointed Declarant, for so long as Declarant owns all or any portion of the Property, as such Owner's Attorney-in-Fact, for such Owner and each of such Owner's Mortgagees, optionees, grantees, licensees, trustees, receivers, lessees, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns, whether voluntary or involuntary, and thereby to have conveyed a power of attorney coupled with an interest to Declarant as his attorney-in-fact in connection with any modification to the development plans for all or any portion of the Property. Based on the foregoing, Owners further acknowledges and agrees that this irrevocable power of attorney is "coupled with an interest" and, pursuant to Section 2356 of the California Civil Code, may not be terminated by (i) the Owner's revocation of such power of attorney, (ii) Owner's death or (iii) Owner's incapacity to contract. Subject to the limitations and restrictions set forth herein, Declarant shall have the right and power as a duly authorized attorney-in-fact to perform any of the following actions:
- (1) To (1) perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by any applicable governing authorities and (2) execute, acknowledge and deliver any improvement agreements and bonds, and post deposits securing the performance of any such conditions and obligations;
 - (2) To prepare, execute, acknowledge and record any map or record of survey affecting the Property required or permitted by the provisions of the California Subdivision Map Act or any other law, ordinances or rules or regulations of any governing authority having jurisdiction over the Property, or which may be required or permitted by any title insurer, and, in connection therewith, to (1) perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by any applicable governing authorities, (2) appear before any such governing authorities and (3) execute, acknowledge and deliver any improvement agreements and bonds, and post deposits securing the performance of any such conditions and obligations;
 - (3) To prepare, execute, acknowledge and file for approval any application for zoning or setback changes or Lot line adjustments, or variance or conditional use permits or any other permits or reports required or permitted by any law, ordinances or rules and regulations of any governing authority having jurisdiction over the Property, or which may be required or permitted by any title insurer, and, in connection therewith, to (1) perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by any applicable governing authorities and (2) execute, acknowledge and deliver any improvement agreements and bonds, and post deposits securing the performance of any such conditions and obligations;

- (4) To make applications for any property reports or public reports, or amendments thereto, or exemption from the requirements therefore required or permitted by federal and state statutes or rules and regulations relating to the sale, lease, transfer or other disposition of subdivided lands, and, in connection therewith, to (1) perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by any applicable governing authorities and (2) execute, acknowledge and deliver any improvement agreements and bonds, and post deposits securing the performance of any such conditions and obligations;
 - (5) To deliver any public reports or property reports, or amendments thereto, obtain receipts and offer and administer rescission rights required by law;
 - (6) To prepare, execute, acknowledge and file for approval any registration or application for any permit, approval, exemption, ruling or entitlement, which registration or application is required or permitted pursuant to any applicable law or regulation in effect as of the date of the recording of this Declaration, and as hereafter enacted or amended by any applicable governing authority, and, in connection therewith, to (1) perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by such governing authority and by any such laws and regulations, (2) appear before any such governing authority, (3) execute and deliver any improvement agreements and bonds, and post deposits securing the performance of any such conditions and obligations and (4) do all other things now or thereafter permitted or required by any such governing authority and any such laws and regulations; and
 - (7) To prepare, execute, acknowledge and record any deeds, waivers, releases, reconveyances or other documentation which may be permitted or required to clear title to any constructed or unconstructed Residential Lot in the Property.
- (b) The acceptance or creation of any Mortgage or other encumbrance whether or not voluntary, created in good faith, or given for value, shall be deemed to be accepted or created subject to each of the terms and conditions of the Power of Attorney described in this Section.

ARTICLE XVI
COUNTY OF RIVERSIDE PROVISIONS

Article XVI covers items required by the County of Riverside.

16.01 County of Riverside Provisions

Notwithstanding any provision in this Declaration to the contrary, the following provisions shall apply:

- (a) The Association established herein shall manage and continuously maintain the Common Area, more particularly described as open space lots 21 and 22, including the two (2) entry monuments to be placed on lots 21 and 22, all trails and drainage easement slope areas and four (4) swales along 'A' street, as shown in the Tract Map attached as Exhibit B, and shall not sell or transfer the Common Area or any part thereof, absent the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.
- (b) The Association shall have the right to assess the Owners of each individual lot or unit for the reasonable cost of maintaining such Common Area, and shall have the right to lien the Property of any such Owner who defaults in the payment of a maintenance Assessment. An Assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of Assessment or other document creating the assessment lien.
- (c) This Declaration shall not be terminated, 'substantially' amended, or Property deannexed therefrom absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered 'substantial' if it affects the extent, usage, or maintenance of the Common Area established pursuant to the Declaration.
- (d) In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws, or Association Rules and Regulations, if any, this Declaration shall control.
- (e) The Association shall be solely responsible to provide for the maintenance, repair and replacement of the detention basins, storm drains, water quality facilities and related systems located within the Association Property.
- (f) The management and maintenance of the Common Area shall be in accordance with the Water Quality Management Plan (WQMP), Storm Water Pollution Plans (SWPPs), Monitoring Programs, and Post Construction Management Plans, to include, but not be limited to, the following best management practices (BMPs) to reduce storm water pollution:
 - (1) Initial residents, occupants, or tenants of this site shall receive educational materials on good housekeeping practices which contribute to the protection of storm water quality. These educational materials shall be provided by the Riverside County Flood Control and Water Conservation District and shall be distributed by the Association. These materials shall address good housekeeping practices associated with residential developments (BMP N1 & N13).
 - (2) Only pesticide applicators who are certified by the State of California as Qualified Applicators or who are directly supervised by a Qualified Applicator shall apply pesticides to Common Area landscaping. The applicator shall apply all pesticides in strict accordance with the manufacturer's recommendations. Application to hardscape surfaces shall be avoided (BMP N3).

- (3) The detention basin shall be inspected and, if necessary, cleaned by the Association no later than October 15th of each year. "ONLY RAIN IN THE DRAIN" and "NO DUMPING" stencils shall be repainted as necessary to maintain legibility (BMP N4 & S12).
- (4) The water quality inlet(s), oil/water separator(s) and trash rack(s) shall be inspected and, if necessary, cleaned by the Association no later than October 15th of each year (BMP S4 & S13).
- (5) The Association shall keep the Common Area(s) free of litter. Litter shall be removed from the Common Area, and litter receptacles shall be emptied at least once a month. Where improper disposal of trash has occurred, the Association shall take corrective action within forty-eight hours of discovery (BMP N5)
- (6) The Association shall maintain an up-to-date list identifying the party or parties responsible for the implementation and maintenance of each of the BMPs described herein. The list shall include that party's name, organization, address, a phone number at which the party may be reached twenty-four (24) hours a day, and a description of the party's responsibility for implementation and maintenance of a particular BMP (BMP N14).

ARTICLE XVII
MISCELLANEOUS PROVISIONS

Article XVII covers miscellaneous issues not addressed elsewhere in the Declaration.

17.01 Term of Declaration

- (a) This Declaration is binding upon all parties for sixty (60) years after the recording date.
- (b) After sixty (60) years, the Declaration will automatically be extended for successive ten (10) year periods, unless the Owners (heirs, successors, representatives) of a majority of subject Lots record a signed, written instrument:
 - (1) At least one (1) year before the beginning of any ten (10) year period; and
 - (2) Agreeing to change or terminate this Declaration.

17.02 Notices

Any approval, disapproval, demand, document or other notice which Declarant, the Association, or any Owner may desire to give to another party must be in writing and may be given either by i) personal delivery; ii) by United States mail which shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the mail, first class or registered, postage prepaid, addressed to the person to be notified; or iii) by any other method provided by Civil Code Sections 4040, 4045 and 4050.

17.03 Partial Invalidity

If any term, condition, provision or other portion of this Declaration is declared invalid or in conflict with any relevant law, the validity of the remainder of this Declaration will remain in full force and effect.

17.04 Number

As required by the context of this Declaration, a singular grammatical reference includes the plural application.

17.05 Attorneys' Fees

In the event of any controversy or claim respecting this Declaration, or in connection with the enforcement of this Declaration, the prevailing party shall be entitled to reasonable attorneys' fees in addition to all expenses, costs, and, damages incurred after the filing of a lawsuit.

17.06 **Disclosures**

Declarant does not in any manner guarantee or warrant that the Property will be soundproof or insulated to any particular degree from noise or sound emanating from within or without the Property, including noise or sound emanating from Residential Lots, heating, ventilation air conditioning systems, plumbing, Common Area, garages, etc.

17.07 **Declarant's Rights After Sale of All Residential Lots in the Project**

For a period of ten (10) years after the close of escrow for the sale of the last Residential Lot in the Project covered by a Final Subdivision Public Report, in addition to Declarant's rights as an Owner and a Member, Declarant shall have the following rights:

- (a) Right to receive copies of the minutes of the meetings of the Board of Directors and meetings of the Members, upon request and payment of the actual costs to copy and distribute such records; and
- (b) Right to inspect all Common Areas of the Property upon three (3) days' notice to the Association and, within its sole discretion, be entitled to cure any defect, whether or not the Association or any Owner has complained of such defect. During said period, the Board shall use its best efforts to obtain the consent of all Owners, upon three (3) days' notice, to inspection of Residential Lots by Declarant for the sole purpose of discovering and repairing structural defects. Refusal by an Owner to allow inspection, or failure of the Board to attempt in good faith to obtain owner consent for inspection of Residential Lots, may be deemed a failure to mitigate damage in the event of a defect as defined in Section 896 of the California Civil Code which could have been avoided through preventive maintenance. The purpose of this right of inspection is to allow Declarant to repair defects at an early stage before substantial damage has occurred. Nothing set forth herein shall obligate Declarant to perform any inspection or repair, nor shall this Section be deemed to increase Declarant's legal obligations to Owner/Association.

17.08 **Supremacy of Legislation**

The provisions of this Declaration are automatically supplemented and superseded by any state or federal enactment, and judicial interpretations of laws, affecting common interest developments. Any reference to a specific Code section in this Declaration is also a reference to future amendments thereof and to any successor statutes. The terms of this Declaration shall be deemed automatically amended to conform to such future changes in Code sections without necessity for recording any such amendment.

17.09 **No Enhanced Protection Agreement**

In no event shall any of the provisions contained within the Governing Documents, other documentation, representations or warranties provided by Declarant or its agent to Owner be construed, interpreted or understood to be an "enhanced protection agreement" ("EPA") under California Civil Code Section 901 unless Declarant otherwise expressly states that such document, representation, or warranty constitutes an EPA under said section of the Civil Code.

17.10 **Deadlines**

Unless specifically indicated otherwise herein, all references to time periods or deadlines measured in days will be calculated based on calendar days, not business days.

EXHIBIT A

PROPERTY

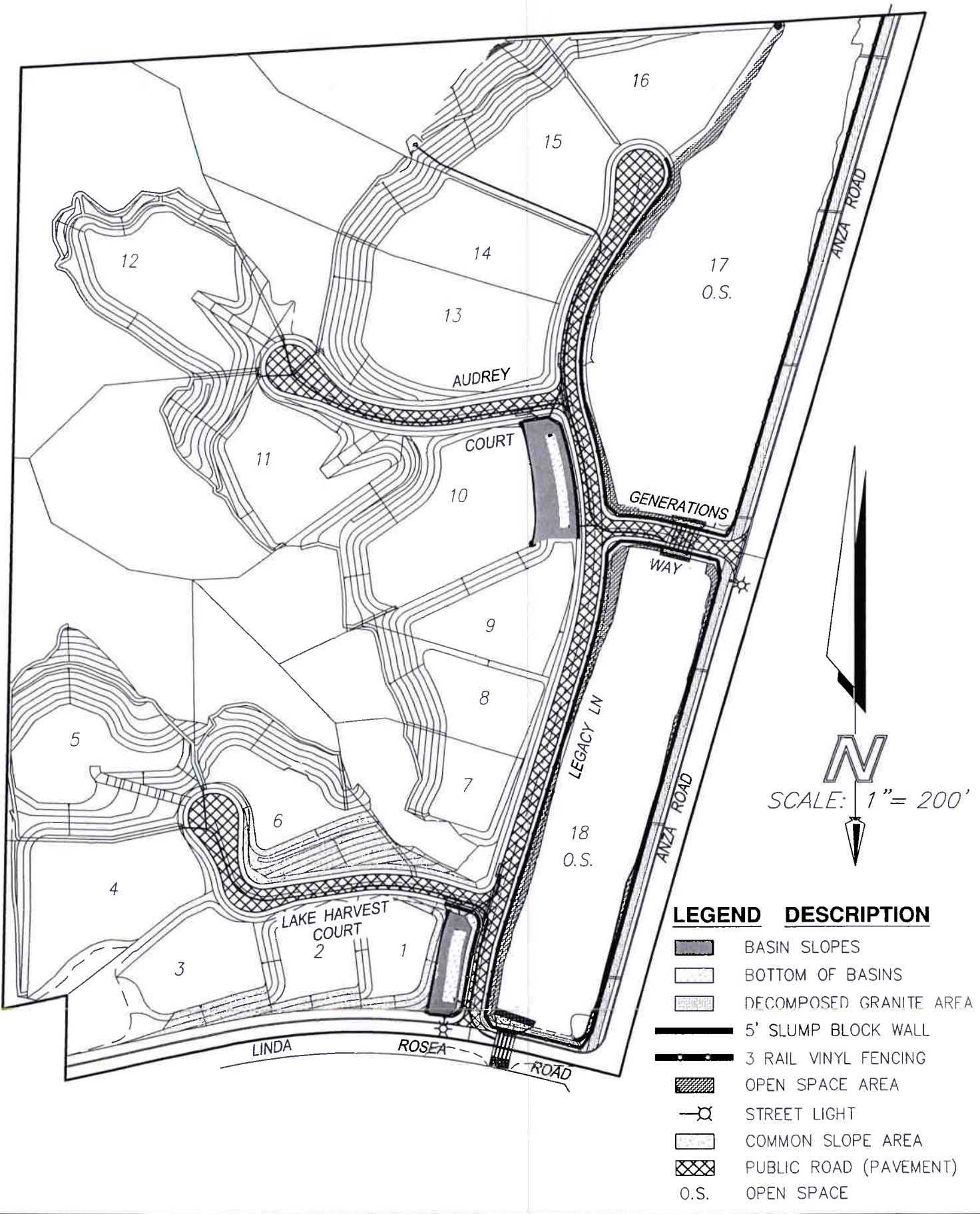
Lots 1 through 18, inclusive, of Tract No. 33356, in the unincorporated area of the County of Riverside, State of California, as per Map recorded in Book _____, Pages _____, inclusive, of Maps, in the Office of the County Recorder of Riverside County.

EXHIBIT B
MAINTENANCE AREAS

[see attached map]

TRACT MAP 33356

EXHIBIT 'B' - MAINTENANCE EXHIBIT PLAN



NER'S STATEMENT

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

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

A CONDITION OF DEDICATION OF LOT 'A' (LINDA ROSEA ROAD) AND LOT 'G' (ANZA ROAD), THE VERTS OF LOTS 1 THROUGH 3 INCLUSIVE, AND LOTS 17 & 18, ABUTTING THESE HIGHWAYS AND RING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE IN A CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

HEREBY RETAIN LOTS 17 AND 18 IN FEE, INDICATED AS "OPEN SPACE" AS SHOWN HEREON, FOR LATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

HEREBY RETAIN THE EASEMENT INDICATED AS "PRIVATE DRAINAGE EASEMENT" LYING WITHIN LOT AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LATER QUALITY EASEMENT" LYING WITHIN LOTS 1 AND 10, AS SHOWN HEREON. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES.

REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: "M DRAIN EASEMENTS" LYING WITHIN OPEN SPACE LOTS 17 AND 18 AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: "MANAGE EASEMENT" LYING WITHIN OPEN SPACE LOT 18, AS SHOWN HEREON. THE DEDICATION IS FOR THE MAINTENANCE OF DRAINAGE FACILITIES.

VD GREEK DEVELOPMENT, LP,
CALIFORNIA LIMITED PARTNERSHIP

Angela D. Little
ME: ANGELO D. LITTLE TITLE: GENERAL PARTNER

TARY ACKNOWLEDGEMENT

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

TRACT NO. 33356

BEING A DIVISION OF A PORTION OF RANCHO PAUBA, GRANTED BY THE GOVERNMENT OF THE UNITED STATES TO LUIS VIGNES BY PATENT DATED JANUARY 19, 1860, AND RECORDED IN BOOK 1 PAGE 45 OF PATENTS, SAN DIEGO COUNTY RECORDS, LYING WITHIN PROTRACTED SECTION 2, TOWNSHIP 8 SOUTH, RANGE 2 WEST

ACS CONSULTING, INC.

JUNE 2022

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 _____ BEFORE ME, _____

PERSONALLY APPEARED _____

WHO PRODUCED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) APPEAR 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. MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

SIGNATURE _____

EXPIRES: _____

PRINTED NAME _____

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 \$ 10,900.00

DATED: June 25, 2022. MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY _____

Das Mend...

IDENTITY

SURVEYOR
THIS MAP W/
CONFIRMATION
REQUEST OF
MONUMENTS
SET IN ACCO
MONUMENTS
FINAL MAP
SURVEY IS

DATED: 6/25

Frank A. A
FRANK A. A
L.S. NO. 87
EXP. 06/30

COUNTY S

THIS MAP C
HEREBY ST
TO BE SUB
FILED, AME
DATE BEIN

DATED: _____

David L. M
DAVID L. M
COUNTY SL
L.S. 8488,

NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
CERTIFIES 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

BEFORE ME, _____ A NOTARY PUBLIC,
PERSONALLY APPEARED _____ 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.

CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF CALIFORNIA THAT THE
PRECEDING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL. MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY,

MY COMMISSION NUMBER: _____
EXPIRES: _____

PRINTED NAME _____

TAX COLLECTOR'S CERTIFICATE

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

DATED: June 23 2022. MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: Paul Madonville DEPUTY

TAX BOND CERTIFICATE

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

DATED: June 23 2022.

BY: Paul Madonville
DEPUTY

SIGNATURE OMISSIONS

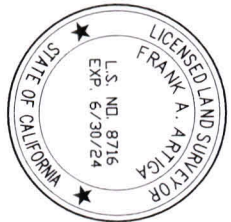
BY: _____ DEPUTY
SUBDIVISION GUARANTEE BY: _____
ORANGE COAST TITLE COMPANY OF SOUTHERN CALIFORNIA

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 SAND CREEK DEVELOPMENT, LP DURING OCTOBER 2014. 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 REPLACED, AND THAT THIS
FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS
SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: JUNE 14TH 2022.

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 33356 AS
FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON JULY 12, 2011. THE EXPIRATION
DATE BEING JULY 12, 2022, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: 7-25 2022.

DAVID L. MCWILLIAN
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 OFFERS OF DEDICATION OF ABUTTERS RIGHTS OF
ACCESS ALONG LINDA ROSEA ROAD AND ANZA ROAD.

THE DEDICATION OF THE "WATER QUALITY EASEMENT" AS SHOWN HEREON, IS HEREBY ACCEPTED.
THE OFFER OF DEDICATION MADE HEREON OF THE DRAINAGE EASEMENT IS HEREBY ACCEPTED FOR MAINTENANCE
OF DRAINAGE FACILITIES, AND AS PART OF THE COUNTY MAINTAINED SYSTEM, SUBJECT TO IMPROVEMENTS IN
ACCORDANCE WITH COUNTY STANDARDS.

THE OFFER OF DEDICATION MADE HEREON OF THE STORM DRAIN EASEMENTS ARE HEREBY NOT ACCEPTED.
DATED: 8-30 2022.

BY: Paul Madonville
DEPUTY

ATTEST:
KECIA HARPER
CLERK OF THE BOARD OF SUPERVISORS
BY: Shanna Smith