

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



ITEM: 2.15
(ID # 21156)

MEETING DATE:
Tuesday, February 28, 2023

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 32477 a Schedule "B" Subdivision in the Woodcrest area. District 2. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Lien Agreement for Final Tract Map 32477 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 32477.

ACTION:Consent


Mark Lancaster, Director of Transportation 2/2/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, and Gutierrez
Nays: None
Absent: Perez
Date: February 28, 2023
xc: Trans.

Kimberly Rector
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

The Tentative Map of Tract 32477 was approved by the Board of Supervisors on June 28th, 2005, as Agenda Item 16.1. Final Map 32477 is a 68.98-acre subdivision creating 64 residential lots, 1 detention basin lot and 3 open space lots in the Woodcrest 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.

Bridgewalk 64, LLC desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted a Lien Agreement and Improvement Agreements which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer.

TR 32477 \$3,718,500 for the completion of road and drainage improvements.

TR 32477 \$3,497,546 for the completion of the water system.

TR 32477 \$100,440 for the completion of the survey monumentation.

Additional Fiscal Information:

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

ATTACHMENTS:

- FTM 32477 Vicinity Map
- FTM 32477 Improvement Agreements
- FTM 32477 Lien Agreement
- FTM 32477 Mylars


Jason Farin, Principal Management Analyst

2/22/2023


Ronak Patel, Deputy County Counsel

2/16/2023

WHEN RECORDED PLEASE RETURN TO:

RECORDING REQUESTED BY:

Construction Engineer
Riverside County Transportation Dept.
4080 Lemon Street, 8th Floor
Riverside, CA 92501

FOR THE BENEFIT OF THE COUNTY

LIEN AGREEMENT

As Subdivision Improvement Security for TR 32477

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR
RECORDING INFORMATION

RECORDED AS A BENEFIT

FEB 28 2023 2.15

COUNTY OF RIVERSIDE

WHEN RECORDED RETURN TO:

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

LIEN AGREEMENT

THIS LIEN AGREEMENT ("Lien Agreement") is entered into this _____ day of _____, by and among the County of Riverside, a political subdivision of the State of California ("County") and Bridgwalk 64, LLC ("Owner").

RECITALS

- A. Owner has applied to County for approval of a Final Map for as **TR 32477** 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.

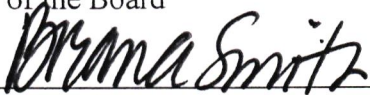
I. Severability. If any term, provision, covenant or condition of this Lien Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be affected thereby, and each term, provision, covenant or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

COUNTY OF RIVERSIDE ("COUNTY")

By: 
Chairman, Board of Supervisors
KEVIN JEFFRIES

ATTEST:

KIMBERLY A. RECTOR
Clerk of the Board

By: 
Deputy



("OWNER")

By: Bridgewalk 64, LLC, a California limited liability company
By: JPMB Investments, LLC, a Delaware limited liability company
Its: Administrative Member


By: Paul D. Onufer
Title: Managing Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

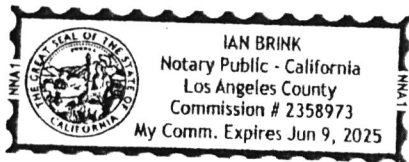
On JANUARY 11, 2013 before me, Ian Brink, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared PAUL D. GUNFER
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

APPROVED AS TO FORM

County Counsel

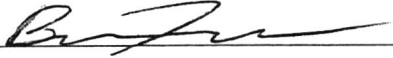
By: 

Exhibit A

RECORDED AT THE REQUEST OF
CHICAGO TITLE COMPANY
SUBDIVISION DEPT.

WHEN RECORDED MAIL TO:
BRIDGEWALK 64, LLC, a California
limited liability company
556 S. Fair Oaks Avenue Suite 337
Pasadena, CA 91105

DOC # 2010-0258669
06/04/2010 08:00A Fee:30.00
Page 1 of 6 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



MAIL TAX STATEMENTS TO:
556 S. Fair Oaks Avenue Suite 337
Pasadena, CA 91105

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TRR: 088-014
APN 273-290-008-9 and 273-290-038-6

930020074-SU

GRANT DEED

OTT: Not Shawn

FOR VALUE RECEIVED, COMERICA BANK ("Seller"), hereby grants to BRIDGEWALK 64, LLC, a California limited liability company, ("Buyer"), that certain real property (the "Property") situated in the * County of Riverside, State of California, described in Schedule 1 attached hereto and incorporated by reference, together with all easements, hereditaments and appurtenances thereto and all improvements situated thereon.

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028

THE PROPERTY IS CONVEYED TO BUYER SUBJECT TO: (a) all on- and off-record encumbrances, easements, covenants, conditions and restrictions; (b) all matters which would be revealed or disclosed in an accurate survey of the Property; (c) liens for taxes on real property not yet delinquent, and liens for any general or special assessments of record against the Property not yet delinquent; and (d) any other matters which Buyer has agreed to take title subject to.

Grantor hereby covenants with Grantee that previous to the time of the execution of this conveyance, the Grantor has not conveyed the same estate, or any right, title, or interest therein, to any person other than the Grantee. No other covenants or warranties, express or implied, are given by this Grant Deed.

* Unincorporated area

Exhibit A

IN WITNESS WHEREOF, the undersigned Seller has executed this
Grant Deed as of June 3, 2010.

COMERICA BANK


By: 
Name: Keith Maruska
Title: First Vice President


Exhibit A

STATE OF CALIFORNIA)
)
COUNTY OF San Diego)

On June 3, 2010, before me, Karen L. Balmer, a Notary Public, personally appeared Keith Maruska 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

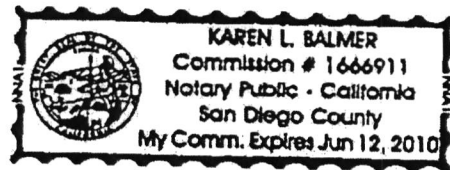


Exhibit A

SCHEDULE 1

LEGAL DESCRIPTION

PARCEL 1:

ALL THAT PORTION OF THE EAST 1/2 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 5 WEST, AS SHOWN BY SECTIONIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO, RECORDED IN BOOK 1, PAGE 8 OF MAPS, SAN BERNARDINO CALIFORNIA RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST QUARTER OF SAID SECTION 35;

THENCE NORTH 00° 07' 30" WEST ALONG THE WEST LINE OF SAID NORTH 1/2 OF THE SOUTHEAST QUARTER OF SECTION 35, 89.38 FEET TO A POINT THEREON;

THENCE NORTH 89° 23' 30" EAST, 3.84 FEET; THENCE SOUTH 75° 44' 10" EAST, 298.08 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 15.00 FEET, NORTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE NORTH 89° 48' 30" EAST, ALONG SAID PARALLEL LINE, 996.55 FEET; THENCE NORTH 00° 15' 15" EAST, 1311.90 FEET; THENCE NORTH 00° 08' EAST, 838.13 FEET FOR THE TRUE POINT OF BEGINNING;

THENCE NORTH 84° 38' WEST, 244.68 FEET; THENCE SOUTH 41° 01' WEST, 159.34 FEET; THENCE SOUTH 72° 53' 53" WEST, 262.40 FEET; THENCE NORTH 58° 58' 50" WEST, 377.00 FEET; THENCE NORTH 71° 52' 50" WEST, 188.59 FEET; THENCE NORTH 38° 45' 55" WEST, 185.89 FEET; THENCE SOUTH 52° 27' 50" WEST, 106.22 FEET TO A POINT IN THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 35; THENCE NORTH 00° 07' 30" WEST ALONG SAID NORTH-SOUTH QUARTER SECTION LINE, 409.19 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE NORTH 1/4 SECTION OF SAID SECTION 35; THENCE NORTH 89° 53' EAST ALONG THE SOUTH LINE OF SAID NORTH 1/4 SECTION OF THE NORTHEAST QUARTER 1304.14 FEET TO A POINT THEREON; THENCE SOUTH 00° 08' WEST, 570.49 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF THE EAST 1/2 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 5 WEST, AS SHOWN BY SECTIONIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO, RECORDED IN BOOK 1, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH 00° 07' 30" WEST ALONG THE WEST LINE OF SAID NORTH 1/2 OF THE SOUTHEAST QUARTER OF SECTION 35, 89.38 FEET TO A POINT THEREON;

THENCE NORTH 89° 23' 30" EAST, 3.04 FEET;

THENCE SOUTH 75° 44' 10" EAST 298.08 FEET TO A POINT IN A LINE, PARALLEL WITH AND

Exhibit A

DISTANT 15.00 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTHEAST QUARTER OF SECTION 35;
THENCE NORTH 89° 48' 30" EAST ALONG SAID PARALLEL LINE, 996.55 FEET;
THENCE NORTH 00° 15' 15" EAST, 1311.90 FEET;
THENCE NORTH 00° 08' EAST 174.42 FEET FOR THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00° 08' EAST 663.71 FEET;
THENCE NORTH 84° 38' WEST, 244.68;
THENCE SOUTH 41° 01' WEST, 159.34 FEET;
THENCE SOUTH 72° 53' 53" WEST, 262.40 FEET;
THENCE NORTH 58° 58' 50" WEST, 377.00 FEET;
THENCE NORTH 71° 52' 50" WEST, 188.59 FEET;
THENCE NORTH 38° 45' 55" WEST 185.89 FEET;
THENCE SOUTH 52° 27' 50" ,W, 106.22 FEET TO A POINT IN THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 35;
THENCE SOUTH 00° 07' 30" EAST ALONG SAID NORTH-SOUTH QUARTER SECTION LINE, 617.19 FEET TO A POINT THEREON;
THENCE SOUTH 67° 16' 55" EAST, 127.15 FEET;
THENCE SOUTH 26° 21' 20" EAST, 57.49 FEET;
THENCE SOUTH 69° 14' 35" EAST, 443.17 FEET;
THENCE NORTH 68° 04' 50" EAST, 394.13 FEET;
THENCE SOUTH 75° 52' 55" EAST, 387.90 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

ALL THAT PORTION OF THE EAST 1/2 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 5 WEST, OF SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY SECTIONIZED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO, RECORDED IN BOOK 1, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST QUARTER OF SAID SECTION 35;

THENCE NORTH 00° 07' 30" WEST ALONG THE WEST LINE OF SAID NORTH 1/2 OF THE SOUTHEAST QUARTER OF SECTION 35, 89.38 FEET TO A POINT THEREON;
THENCE NORTH 89° 23' 30" EAST, 3.84 FEET;
THENCE SOUTH 75° 44' 10" EAST, 298.08 FEET TO A POINT IN A LINE, PARALLEL WITH
AND DISTANT 15.00 FEET, NORTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTHEAST QUARTER OF SECTION 35;
THENCE NORTH 89° 48' 30" EAST ALONG SAID PARALLEL LINE, 996.55 FEET;
THENCE NORTH 00° 15' 15" EAST, 1311.90 FEET;
THENCE NORTH 00° 08' EAST, 174.42 FEET FOR THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00° 08' EAST, 1234.20 FEET TO A POINT ON THE SOUTH LINE

Exhibit A

OF THE NORTH 1244.68 FEET (MEASURED ALONG THE EASTERLY LINE) OF THE
NORTHEAST QUARTER OF SECTION 35;
THENCE NORTH 89° 53' EAST ALONG SAID SOUTH LINE, 1349.02 FEET TO A POINT
IN THE
EAST LINE OF SAID SECTION 35;
THENCE SOUTH 00° 08' WEST ALONG SAID EAST LINE, 1025.52 FEET TO A POINT
THEREON;
THENCE SOUTH 86° 09' 35" WEST, 662.48 FEET;
THENCE SOUTH 70° 41' 25" WEST, 190.99 FEET;
THENCE SOUTH 87° 12' WEST, 102.64 FEET;
THENCE NORTH 58° 07' 50" WEST, 125.91 FEET;
THENCE SOUTH 78° 35' WEST, 205.73 FEET;
THENCE SOUTH 14° 19' 10" WEST, 144.58 FEET;
THENCE NORTH 75° 52' 55" WEST, 63.30 FEET TO THE TRUE POINT OF BEGINNING.

END OF LEGAL DESCRIPTION

Exhibit B

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

PARCEL MAP OR TRACT MAP NO. TRACT 32477 DATE: 12/12/2022
 PP, CU, PU, MS OR VL NO. _____ IP: 150026

FOR 120% BOND IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage	\$ 3,718,318.43	\$ 1,859,250.00
*Flood Control	\$ 0.00	\$ 0.00
Water <u>WMWD</u> District Name	\$ 3,497,546.25	\$ 3,497,546.25
Sewer <u>WMWD</u> District Name	\$ 0.00	\$ 0.00
Total	\$ 7,215,864.68	\$ 5,356,796.25
Warranty Retention (10%)	\$ 721,604.63	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the 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) do not include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).



Signature

12/12/2022
Date

Jimmy C. Chen
Name Typed or printed

C51394 6/30/2024
RCE# Exp. Date



Civil Engineer's Stamp

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

- *** PLEASE READ INSTRUCTIONS BELOW *****
1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "Riverside County Improvement Requirement Worksheet."
 2. Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. **100% for Flood Control items. **100% for Western Municipal Water District Items.
 3. For Construction items not covered by "Riverside County Improvement Requirements 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.

Exhibit B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Barricades	\$ 100.00	\$ 0.00
	L.F.	Metal Beam Guard Railing	\$ 50.00	\$ 0.00
6,550	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 65,500.00
	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
	EA.	Relocate Power Pole	\$ 10,000.00	\$ 0.00
27	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 135,000.00
	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
	EA.	A.C. Overside Drain	\$ 800.00	\$ 0.00
	EA.	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 0.00
	EA.	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
	EA.	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 0.00
	EA.	Private Drainage Structure Std 310	\$ 500.00	\$ 0.00
	S.F.	Terrace Drain & Down Drain	\$ 6.50	\$ 0.00
	S.F.	Interceptor Drain	\$ 6.50	\$ 0.00
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0.00
	C.Y.	Concrete Channel	\$ 200.00	\$ 0.00
44	C.Y.	Rip Rap (1/4 Ton) Methob B	\$ 40.00	\$ 1,760.00
	C.Y.	Rip Rap (1/2 Ton) Methob 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
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/2 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
697	L.F.	18" R.C.P. Or 21" x 15" RCPA	\$ 113.00	\$ 78,761.00
770	L.F.	24" R.C.P. Or 28" x 20" RCPA	\$ 140.00	\$ 107,800.00
	L.F.	30" R.C.P. Or 35" x 24" RCPA	\$ 150.00	\$ 0.00
63	L.F.	36" R.C.P. Or 42" x 29" RCPA	\$ 155.00	\$ 9,765.00
250	L.F.	42" R.C.P. Or 49" x 33" RCPA	\$ 160.00	\$ 40,000.00
	L.F.	48" R.C.P. Or 57" x 38" RCPA	\$ 165.00	\$ 0.00
	L.F.	54" R.C.P. Or 64" x 43" RCPA	\$ 170.00	\$ 0.00
	L.F.	60" R.C.P. Or 71" x 47" RCPA	\$ 175.00	\$ 0.00
	L.F.	18" C.S.P. HDPE Or Equal	\$ 40.00	\$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	\$ 50.00	\$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	\$ 60.00	\$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	\$ 70.00	\$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	\$ 80.00	\$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	\$ 100.00	\$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	\$ 110.00	\$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	\$ 120.00	\$ 0.00
	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 0.00
	EA.	Catch Basin W=7'	\$ 4,000.00	\$ 0.00
1	EA.	Catch Basin W=14'	\$ 7,800.00	\$ 7,800.00

Exhibit B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
2	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 24,000.00
4	EA.	Catch Basin W=28'	\$ 15,000.00	\$ 60,000.00
2	EA.	36" CMP Inlet	\$ 2,500.00	\$ 5,000.00
	EA.	Type IX Inlet	\$ 2,500.00	\$ 0.00
	EA.	Type X Inlet	\$ 2,500.00	\$ 0.00
	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
	EA.	Transition Structure No. 3	\$ 2,700.00	\$ 0.00
2	EA.	Manhole No. 1	\$ 2,700.00	\$ 5,400.00
	EA.	Manhole No. 2	\$ 3,300.00	\$ 0.00
	EA.	Manhole No. 3	\$ 2,700.00	\$ 0.00
1	EA.	Manhole No. 4	\$ 5,000.00	\$ 5,000.00
	EA.	Adjust Water Valve to Grade (if no water plan)	\$ 250.00	\$ 0.00
	EA.	Adjust MH to Grade (if no sewer plan)	\$ 600.00	\$ 0.00
	EA.	Street Name Sign	\$ 400.00	\$ 0.00
1	EA.	Flared Outlet	\$ 500.00	\$ 500.00
2	EA.	Concrete Flared End Section	\$ 2,500.00	\$ 5,000.00
6	EA.	Headwall/Wingwall	\$ 2,500.00	\$ 15,000.00
2	EA.	36" Riser Inlet	\$ 2,500.00	\$ 5,000.00
1,503	S.F.	Remove Existing Sidewalk	\$ 3.00	\$ 4,509.00
		SIGNING, STRIPING AND SIGNALS		
182	S.F	Remove Traffic Stripes and Paint Markings	\$ 2.50	\$ 455.00
	EA.	Remove, Sign, Salvage	\$ 100.00	\$ 0.00
	EA.	Relocate Roadside Sign	\$ 150.00	\$ 0.00
6	EA.	Street Name Sign	\$ 400.00	\$ 2,400.00
14	EA.	Install Sign (Strap and Saddle Bracket Method)	\$ 150.00	\$ 2,100.00
	EA.	Install Sign Mast Arm Hanger Method)	\$ 150.00	\$ 0.00
1	EA.	Road Sign - One Post	\$ 250.00	\$ 250.00
	EA.	Road Sign - Two Post	\$ 400.00	\$ 0.00
	EA.	Object Marker - Modified Type "F" Delineator	\$ 60.00	\$ 0.00
	EA.	Delineator (Class 1 Type F)	\$ 40.00	\$ 0.00
	EA.	Delineator (Class 2)	\$ 45.00	\$ 0.00
12	EA.	Pavement Marker, Reflective	\$ 3.75	\$ 45.00
	L.F.	Paint Traffic Stripe (2 Coats)	\$ 0.38	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
	L.F.	4" Thermoplastic Traffic Stripe	\$ 0.50	\$ 0.00
	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 Marking	\$ 4.00	\$ 0.00
	EA.	Signal and Lighting	\$ 150,000.00	\$ 0.00
				\$ 0.00
				\$ 0.00

Exhibit B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET WATER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" Waterline	\$ 13.00	\$ 0.00
	L.F.	6" Waterline	\$ 16.00	\$ 0.00
8,521	L.F.	8" Waterline (PVC)	\$ 175.00	\$ 1,491,175.00
	EA.	4" Gate Valve	\$ 650.00	\$ 0.00
	EA.	6" Gate Valve	\$ 800.00	\$ 0.00
21	EA.	8" Gate Valve	\$ 2,300.00	\$ 48,300.00
	EA.	Fire Hydrant (6") Super	\$ 2,500.00	\$ 0.00
19	EA.	Fire Hydrant (6") Standard	\$ 12,700.00	\$ 241,300.00
	EA.	4" Misc. Fittings	\$ 150.00	\$ 0.00
	EA.	6" Misc. Fittings	\$ 200.00	\$ 0.00
23	EA.	8" Misc. Fittings	\$ 500.00	\$ 11,500.00
6	EA.	Blowoffs (4")	\$ 11,300.00	\$ 67,800.00
	EA.	Service Connections	\$ 475.00	\$ 0.00
	EA.	Adjust Water Valve to Grade	\$ 200.00	\$ 0.00
	EA.	Relocation of Blowoff	\$ 1,000.00	\$ 0.00
	EA.	Air and Vacuum Valve	\$ 1,850.00	\$ 0.00
	EA.	8" Detector Check	\$ 7,500.00	\$ 0.00
65	EA.	1" Water Meter	\$ 3,000.00	\$ 195,000.00
3	EA.	Water Quality Sampling Station	\$ 6,200.00	\$ 18,600.00
1	EA.	Remove Existing Fire Hydrant	\$ 1,000.00	\$ 1,000.00
2	EA.	8" Hot Tap	\$ 16,075.00	\$ 32,150.00
1	EA.	1 - 1 1/2" Irrigation Meter and Service	\$ 5,900.00	\$ 5,900.00
1	EA.	Remove Blind Flange and Blowoff	\$ 1,000.00	\$ 1,000.00
2	EA.	Remove Temporary Blowoff	\$ 1,000.00	\$ 2,000.00
2	EA.	Temporary 3" Blowoff	\$ 1,500.00	\$ 3,000.00
2	EA.	Remove Blind Flange	\$ 500.00	\$ 1,000.00
	A.	Subtotal		\$ 2,119,725.00
	B.	Administrative Contingency (25% x A)		\$ 529,931.25
		NOTE: Use 25% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	Water Total (A + B)		\$ 2,649,656.25
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN (ORD. 460, SEC. 10.3E)		
	D.	WMWD: CONSTRUCTION MANAGEMENT (10% x A), SURVEY COSTS (5% x A), SOILS TESTING (5% x A), INSPECTIONS (5% x A), CONTINGENCY &		\$ 847,890.00
	E.	Water Total (C + D)		\$ 3,497,546.25

Exhibit B

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT PLANCHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT NO. TRACT 32477 SCH: _____ DATE: 12/12/22
 PP, CU, PU, MS OR VL NO. _____

IMPROVEMENT COSTS (Including Contingencies)	
I. Streets/Drainage (Line C from Street Improvement Calculations)	\$ 3,098,598.69
II. Water (Line C from Water Improvement Calculations)	\$ 2,649,656.25
III. Sewer (Line C from Sewer Improvement Calculations)	\$ -
<u>PLAN CHECK DEPOSIT CALCULATION</u>	
A. Street/Drainage (CASE TYPE % x I FROM ABOVE). NOTE: CASE TYPE % IS 1% for TR & COMM PM, 6% for PM & 6.5% FOR ALL OTHERS -PP, CU, PU, MS and VL	\$ 30,985.99
B. Water and Sewer (1% x II and III.) (Do not include for Tract or Commercial Maps)	\$ 26,496.56
C. Total Plan Check Deposit (A + B)	\$ 57,482.55
<u>SURCHARGE FEE CALCULATION</u>	
D. Surcharge Fee (2% x C)	\$ 1,149.65
E. Total Plan Check Deposit and Surcharge Fee	\$ 58,632.20
<u>MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS</u>	
Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as shown below, then following deposit schedule will apply, otherwise pay the full deposit.	
For TR (Schedule. A, B, C, D) and PM (Schedule. E, F, G) - minimum \$2,000	
For PM (Schedule H, I) - minimum \$2,000.00	
For PP/CU/PU/MS/VL - minimum \$2,000.00	
<u>COMMENTS</u>	

**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 Bridgewalk 64, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **TR 32477**, 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 **Three Million Seven Hundred Eighteen Thousand Five Hundred and no/100 Dollars (\$3,718,500.00)**.

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 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.

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.

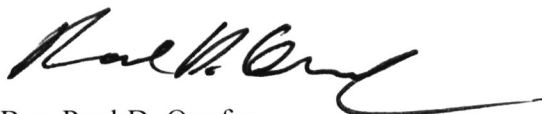
ELEVENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as 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. 4080 Lemon Street Riverside, CA 92501	Bridgewalk 64, LLC 556 S. Fair Oaks Ave. #337 Pasadena, CA 91105

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

By: Bridgewalk 64, LLC, a California limited liability company
By: JPMB Investments, LLC, a Delaware limited liability company
Its: Administrative Member



By: Paul D. Onufer
Title: Managing Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

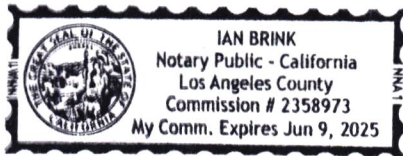
On JANUARY 11, 2013 before me, Ian Brink, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared PAUL D. GUNFER
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document


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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

COUNTY OF RIVERSIDE

By  _____

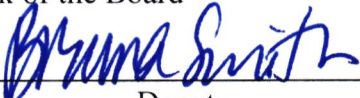
KEVIN JEFFRIES

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KIMBERLY A. RECTOR

Clerk of the Board

By  _____
Deputy

APPROVED AS TO FORM

County Counsel

By  _____

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

Revised 02/02/10

**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 Bridgewalk 64, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as TR 32477, 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 **One Hundred Thousand Four Hundred Forty and no/100 Dollars (\$100,440.00)**.

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.

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.

NINTH: 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

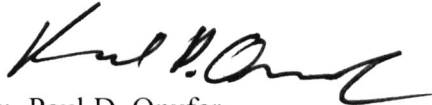
rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

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. 4080 Lemon Street Riverside, CA 92501	Bridgewalk 64, LLC 556 S. Fair Oaks Ave. #337 Pasadena, CA 91105

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

By: Bridgewalk 64, LLC, a California limited liability company
By: JPMB Investments, LLC, a Delaware limited liability company
Its: Administrative Member



By: Paul D. Onufer
Title: Managing Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

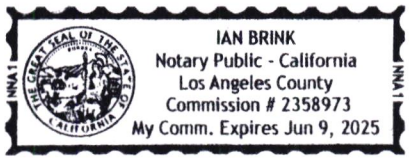
On JANUARY 11, 2013 before me, Ian Brink, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared PAUL D. GUNFER
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

COUNTY OF RIVERSIDE

By 

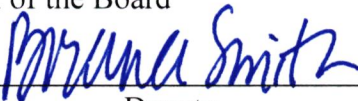
KEVIN JEFFRIES

CHAIR, BOARD OF SUPERVISORS

ATTEST:

KIMBERLY A. RECTOR

Clerk of the Board

By 

Deputy

APPROVED AS TO FORM

County Counsel

By 

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

Revised 02/02/10

**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 Bridgewalk 64, LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **TR 32477**, 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 **Western Municipal Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Three Million Four Hundred Ninety-Seven Thousand Five Hundred Forty-Six and no/100 Dollars (\$3,497,546.00)**.

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.

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.

FEB 28 2023 2.15

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. 4080 Lemon Street Riverside, CA 92501	Bridgewalk 64, LLC 556 S. Fair Oaks Ave. #337 Pasadena, CA 91105

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

By: Bridgewalk 64, LLC, a California limited liability company
By: JPMB Investments, LLC, a Delaware limited liability company
Its: Administrative Member



By: Paul D. Onufer
Title: Managing Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

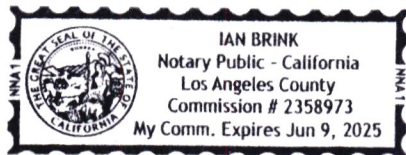
On JANUARY 11, 2013 before me, Ian Brink, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared PAUL D. GUNFER
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
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 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

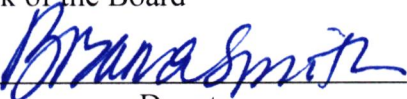
COUNTY OF RIVERSIDE

By 
KEVIN JEFFRIES

CHAIR, BOARD OF SUPERVISORS

ATTEST:

NIMBERLY A. RECTOR
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



Legend

Road Book Centerline

TYPE

-  F.A.U. Maintained
-  F.A.S. Maintained
-  Paved Surface Maintained
-  Graveled Surface Maintained
-  Dirt Surface Maintained
-  Accepted for Public Use
-  Non-County Road
-  Vacated
-  City Road
-  Maintained for City/Non-County



NOT TO SCALE

VICINITY MAP

Tract Map 32477

Section 35, T.3S. R5W.

Supervisorial District: 2



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS

2023 FEB -2 PM 3:53

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

AGREEMENT/CONTRACT NO.:

REQUESTED BOARD DATE: 02/28/2023 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: 2		

PROJECT/SUBJECT:

FINAL TRACT MAP NO: 32477 (Schedule "B")

DESCRIPTION: APPROVAL OF FINAL TRACT MAP.

CONTRACTING PARTY: Paul Hillmer	W.O. NO.: FTM32477 (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 IMPROVEMENT AGREEMENTS AND LIEN AGREEMENTS ARE TO BE EXECUTED BY THE CHAIRMAN OF THE BOARD.

THE FINAL TRACT MAP, CC&R's AND LIEN AGREEMENT ARE TO BE DELIVERED TOGETHER TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
21156			

2/28/23 2.15
2023-2-155120

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:

PHAM LAW GROUP, INC.
633 West 5th Street, 26th Floor
Los Angeles, CA 90071 (BP)

(Space Above For Recorder's Use)

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

THIS DECLARATION CONTAINS A BINDING ARBITRATION PROVISION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. ARBITRATION INCLUDES A WAIVER OF THE CONSTITUTIONAL RIGHT TO A JURY. YOU MUST READ THE ARBITRATION PROVISION IN ARTICLE XV CAREFULLY AND SHOULD CONSULT LEGAL COUNSEL WITH ANY QUESTIONS.

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

**FOR
BRIDGEWALK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS is made by BRIDGEWALK 64, LLC, a California limited liability company (“Declarant”).

P R E A M B L E:

A. Declarant is the owner of certain real property located in the County of Riverside (“County”), State of California, described as follows:

Lots 1 through 68, inclusive, and Lots A through F, inclusive, of Tract No. 32477, as shown on a Subdivision Map filed on _____, 20____, in Book _____ at Pages ___ to ___, inclusive, of Maps, in the Official Records of the Riverside County Recorder (the “Subdivision Map”).

B. It is the desire and intention of Declarant to subdivide, for the efficient preservation of the values and amenities of the Property (as hereinafter defined) to create a planned development pursuant to the Davis-Stirling Common Interest Development Act and to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all the Lots. To such end, Declarant deems it desirable to create a corporation under the Nonprofit Mutual Benefit Corporation Law of the State of California which will be delegated and assigned the powers of owning and maintaining the Association Property (as hereinafter defined), administering and enforcing the covenants and restrictions established by this Declaration, and collecting and disbursing the assessments and charges hereinafter created.

C. Declarant hereby declares that all of the Property is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, reservations, rights, easements, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the protection, subdivision, maintenance, improvement and sale of the Property for the purpose of enhancing the value, desirability and attractiveness of the Property. All provisions of this Declaration, including without limitation the easements, uses, obligations, covenants, conditions and restrictions hereof, are hereby imposed as equitable servitudes upon the Property. All of the limitations, restrictions, reservations, rights, easements, conditions and covenants herein shall run with and burden the Property and shall be binding on and for the benefit of all of the Property and all Persons having or acquiring any right, title or interest in the Property, or any part thereof, and their successive owners and assigns.

D. Declarant, its successors, assigns and grantees, covenant and agree that the Membership in the Association, any easements conveyed therewith and the fee title to each respective Lot conveyed therewith shall not be separated or separately conveyed, and each such Membership and easement shall be deemed to be conveyed or encumbered with its respective Lot

even though the description in the instrument of conveyance or encumbrance may refer only to the Lot; provided, however, that this restriction upon the severability of the component interests of the Lots shall not extend beyond the period for which the right to partition the Project is suspended in accordance with § 4610 of the California Civil Code (or any successor or replacement statute) and the provisions of Article X hereof. Any conveyance by an Owner of a Lot, or any portion thereof, shall be presumed to convey the entire Lot, together with a Membership in the Association.

ARTICLE I

1. Definitions.

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

1.1 Annexable Territory.

Annexable Territory shall mean the real property described in Exhibit "A" attached hereto and incorporated herein by this reference, all or any portion of which may from time to time be made subject to this Declaration pursuant to Article XVI hereof.

1.2 Architectural Committee or Committee.

Architectural Committee or Committee shall mean the Architectural Review Committee created pursuant to Article IV hereof.

1.3 Articles.

Articles shall mean the Articles of Incorporation of the Association, filed or to be filed in the Office of the Secretary of State of the State of California, as such Articles may be amended from time to time.

1.4 Assessment, Annual.

Annual Assessment shall mean a charge against each Owner and his or her Lot, representing a portion of the Common Expenses which are to be paid by each Owner to the Association in the manner and proportions provided herein.

1.5 Assessment, Capital Improvement.

Capital Improvement Assessment shall mean a charge which the Board may from time to time levy against each Owner and his or her Lot, representing a portion of the cost to the Association for installation or construction of any capital improvements on any of the Association Property. Such charge shall be levied among all of the Lots in the Project in the same proportions as are Annual Assessments.

1.6 Assessment, Reconstruction.

Reconstruction Assessment shall mean a charge which the Board may from time to time levy against each Owner and his or her Lot, representing a portion of the cost to the Association for reconstruction of any capital improvements on any of the Association Property. Reconstruction Assessments shall be levied among the Owners and their Lots in the same proportions as Annual Assessments.

1.7 Assessment, Special.

Special Assessment shall mean (i) a charge which the Board may from time to time levy against each Owner and his or her Lot in order to raise funds for unexpected operating or other costs, insufficient operating or reserve funds, or other purposes as the Board in its discretion considers appropriate; or (ii) a charge against a particular Owner directly attributable to, or reimbursable by, the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, or a reasonable fine or penalty assessed by the Board, plus interest and other charges on such Special Assessments as provided for in this Declaration. Special Assessments shall not include any late payment penalties, interest charges or costs (including attorneys' fees) incurred by the Association in the collection of Annual, Capital Improvement and Reconstruction Assessments.

1.8 Association.

Association shall mean the Bridgewalk Homeowners Association, a California nonprofit corporation (formed pursuant to the Nonprofit Mutual Benefit Corporation Law of the State of California), its successors and assigns.

1.9 Association Maintained Wall.

Association Maintained Wall shall mean and refer to each wall or fence within an Owner's Lot that is to be maintained by the Association in accordance with this Declaration. The locations of any Association Maintained Walls are shown on Exhibit "B" attached hereto. The Association shall commence maintenance of each applicable portion of the Association Maintained Wall in accordance with Section 3.1 and the phasing plan and Budget. The Association Maintained Wall is subject to the provisions set forth in Section 8.18 of this Declaration. The location of an Association Maintained Wall depicted on Exhibit "B" or in a Notice of Addition or Supplemental Declaration is approximate, and the as-built location of such Association Maintained Wall shall be determinative.

1.10 Association Maintenance Areas.

Association Maintenance Areas, if applicable, shall mean certain areas which are located within an Owner's Lot or located within public right of ways containing landscaping, hardscape, fencing, street improvements, and/or other improvements, and (ii) any other areas so designated and identified in any Notice of Addition Recorded pursuant hereto. Declarant hereby expressly reserves for the benefit of and grants to the Association a nonexclusive easement for access, ingress and egress over the Property to the extent necessary to perform the maintenance, repair and replacement of the Association Maintenance Areas in accordance with this Declaration.

The approximate locations of the Association Maintenance Areas in the Project are depicted on Exhibit "C"; provided that the precise locations of such Association Maintenance Areas shall be determined by the as-built dimensions of the Improvements depicted on Exhibit "C" or in any Notice of Addition constituting the boundary of the Association Maintenance Areas. The Association shall commence maintenance of each applicable portion of the Association Maintenance Areas in accordance with Section 3.1 and the phasing plan and Budget.

1.11 Association Property.

Association Property shall mean all of the real and personal property and Improvements to which the Association shall hold fee title or over which the Association shall hold an easement for the common use and enjoyment of the Members as provided herein. The Association Property located in Project will include, without limitation, all of the following: (i) Lots A through F, Lot 17, and Lots 66 through 68 of Tract No. 32477, as shown on the Subdivision Map, and all Improvements now or hereafter located thereon; (ii) any and all privately owned drainage system or systems, storm drain system (including underground drainage pipes) installed by Declarant which is located within the boundaries of the Drainage Easements to be maintained by the Association; (iii) the Association Maintained Wall, whether located within the boundaries of the Association Property or any of the Lots; (iv) common streets, sidewalks, walls, bridle trails, entry gates, landscaping; and (v) such other property or easements, including the easement for maintenance of the Association Maintenance Areas and/or the Drainage Easements, which are now or hereafter conveyed to the Association pursuant to or in connection with the operation of this Common Interest Development and any Notice of Addition Recorded pursuant to Article XVI of this Declaration. Declarant hereby expressly reserves for the benefit of the Association a nonexclusive easement for access, ingress and egress over the Property and Lots to the extent necessary to perform the maintenance, repair and replacement of the Association Property and the Association Maintenance Areas in accordance with this Declaration.

1.12 Beneficiary.

Beneficiary shall mean a Mortgagee under a Mortgage or a Beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgagee or Beneficiary.

1.13 Board or Board of Directors.

Board of Directors or Board shall mean the Board of Directors of the Association.

1.14 Budget.

Budget shall mean a written, itemized estimate of the income and Common Expenses of the Association in performing its functions under this Declaration, which Budget shall be prepared pursuant to the Bylaws.

1.15 Bylaws.

Bylaws shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

1.16 Close of Escrow.

Close of Escrow shall mean the date on which a deed is Recorded conveying a Lot pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the DRE.

1.17 Common Expenses.

Common Expenses shall mean those expenses for which the Association is responsible under this Declaration, including, but not limited to, the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Association Property and the Association Maintenance Areas; unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments; the costs of maintenance of the recreational facilities or areas, if any, located in the Project; the costs of any and all utilities metered to more than one Lot (if any) and other commonly metered charges for the Property; the cost of maintenance of clustered mailboxes and address identification signs (if any); the cost of any inspection of the Project; the costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all gardening, utilities, security, trash pickup and other services benefitting the Association Property and the Association Maintenance Areas; the costs of fire, casualty and liability insurance, workers' compensation insurance, errors and omissions and director, officer and agent liability insurance, and other insurance covering the Association Property, the Association Maintenance Areas and the directors, officers and agents of the Association; the costs of bonding of the members of the Board; taxes paid by the Association, including any blanket tax assessed against the Property; amounts paid by the Association for discharge of any lien or encumbrance levied against the Property, or portions thereof; expenses designated as Common Expenses in a Supplemental Declaration; and the costs of any other item or items incurred by the Association, for any reason whatsoever in connection with the Property, for the common benefit of the Owners.

1.18 Common Interest Development.

Common Interest Development shall mean and refer to the Project located on the Property.

1.19 Conditions of Approval.

Conditions of Approval shall mean the conditions of approval for Tentative Tract Map 32477, adopted by the Riverside County Planning Department.

1.20 Declarant.

Declarant shall mean BRIDGEWALK 64, LLC, a California limited liability company, its successors, and any Person to which it shall have assigned all or any of its rights hereunder by an express written assignment.

1.21 Declaration.

Declaration shall mean this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as it may be amended from time to time.

1.22 Declaration of Alternative Dispute Resolution.

Declaration of Alternative Dispute Resolution shall mean that certain Declaration of Alternative Dispute Resolution for Bridgewalk recorded concurrently herewith. Any and all claims, controversies, breaches or disputes by or between or among the Association, any Owner or Owners, and/or Declarant arising from or related to this Declaration, the Association Property, any Lot or Dwelling Unit, the sale of any Lot or Dwelling Unit, or any transaction related thereto shall be subject to Section 15.4 below and the Declaration of Alternative Dispute Resolution for Bridgewalk.

1.23 Deed of Trust.

Deed of Trust shall mean a Mortgage or a Deed of Trust, as the case may be.

1.24 Drainage Easements.

Drainage Easements shall mean each of the non-exclusive easements burdening an individual Lot for the benefit of the Association for drainage purposes as shown on Exhibit "D" attached hereto or in any Notice of Addition Recorded pursuant to this Declaration and more specifically described in Section 6.1(g) of this Declaration. The Association shall commence maintenance of each applicable portion of the Drainage Easements in accordance with Section 3.1 and the phasing plan and Budget.

1.25 DRE.

DRE shall mean the California Department of Real Estate and any successors thereto.

1.26 Dwelling Unit.

Dwelling Unit shall mean the structure or structures on a Lot which contain the residential dwelling areas and any garage attached thereto, intended for use by a single Family.

1.27 Family.

Family shall mean one (1) or more natural Persons each related to the other by blood, marriage or adoption, or one (1) or more natural Persons not all so related, but who maintain a common household in a Dwelling Unit.

1.28 FHA.

FHA shall mean 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 functions of insuring notes secured by Mortgages on residential real estate.

1.29 FHLMC.

FHLMC shall mean the Federal Home Loan Mortgage Corporation (also known as Freddie Mac) created by Title II of the Emergency Home Finance Act of 1970, and any successors to such corporation.

1.30 Fiscal Year.

Fiscal Year shall mean the fiscal accounting and reporting period of the Association selected by the Board from time to time.

1.31 FNMA.

FNMA shall mean 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.

1.32 GNMA.

GNMA shall mean the Government National Mortgage Association administered by the United States Department of Housing and Urban Development, and any successor to such association.

1.33 Governmental Agency.

Governmental Agency shall mean any local, county, state and/or federal governmental or quasi-governmental agency, authority or regulatory body (including the City, Agency, and any public or private utility company including cable television providers) that has jurisdiction over the Project or any part thereof.

1.34 Improvements.

Improvements shall mean all structures and appurtenances thereto of every type and kind, including but not limited to, the following (if applicable) located within the Project: Dwelling Units and other buildings, walkways, sprinkler pipes, carports, swimming pools, spas, recreational facilities or areas, roads, driveways, parking areas, fences, screening walls, block walls, retaining walls, awnings, stairs, decks, irrigation systems, drainage systems, landscaping, hedges, windbreaks, the exterior surfaces of any visible structure and the paint on such surfaces, planted trees and shrubs, poles, signs, and water softener fixtures or equipment.

1.35 Land.

Land shall have the meaning set forth in California Civil Code § 659 (or any successor or replacement statute).

1.36 Limited Warranty.

Limited Warranty shall mean any express written warranty which is provided by Declarant to Owners in the Project.

1.37 Lot.

Lot shall mean any residential lot or other parcel of land shown upon any Recorded subdivision map or Recorded parcel map of any portion of the Property.

1.38 Maintenance Funds.

Maintenance Funds shall mean the accounts created for receipts and disbursements of the Association pursuant to Section 5.2 hereof.

1.39 Maintenance Manual.

Maintenance Manual shall mean the maintenance guidelines set forth in the homeowners manual which may be prepared by the Declarant or its authorized agents and provided to the Association and to Owners, specifying obligations for maintenance of the Association Property by the Association and the Lots by the Owners, as updated and amended from time to time. Each Owner who receives a Maintenance Manual is obligated to provide a copy of such Maintenance Manual to any successor purchaser of such Owner's Lot.

1.40 Manager.

Manager shall mean the Person, employed by the Association, pursuant to and limited by Section 2.10 hereof, and delegated the duties, power or functions of the Association as limited by said Section.

1.41 Member, Membership.

Member shall mean every Person holding a membership in the Association, pursuant to Section 2.3 hereof. Membership shall mean the property voting and other rights and privileges of Members as provided herein, together with the correlative duties and obligations contained in the Restrictions.

1.42 Mortgage.

Mortgage shall mean any Recorded mortgage or deed of trust or other conveyance of a Lot or other portion of the Property to secure the performance of an obligation, which conveyance will be reconveyed upon the completion of such performance. The term "Deed of Trust" or "Trust Deed" when used shall be synonymous with the term "Mortgage."

1.43 Mortgagee, Mortgagor.

Mortgagee shall mean a Person to whom a Mortgage is made and shall include the Beneficiary of a Deed of Trust; Mortgagor shall mean a Person who mortgages his or her or its

property to another (i.e., the maker of a Mortgage), and shall include the Trustor of a Deed of Trust. The term "Trustor" shall be synonymous with the term "Mortgagor" and the term "Beneficiary" shall be synonymous with the term "Mortgagee."

1.44 Notice and Hearing.

Notice and Hearing shall mean written notice and a hearing before the Board, at which the Owner concerned shall have an opportunity to be heard in person, or by counsel at the Owner's expense, in the manner further provided in Article XII of the Bylaws.

1.45 Notice of Addition.

Notice of Addition shall mean an instrument Recorded pursuant to Article XVI hereof to annex all or any portion of the Annexable Territory to the Property.

1.46 Owner.

Owner shall mean the record owner(s), whether one (1) or more Persons or entities, of a fee simple interest in a Lot, including Declarant, but excluding those having such interests merely as security for the performance of an obligation with respect to each Lot owned by Declarant. The term "Owner" shall include the seller (but not the buyer) under an executory contract of sale. The term "Owner" shall not include a Mortgagee prior to its acquisition of fee title to the Lot encumbered by its Mortgage.

1.47 Person.

Person shall mean a natural individual, a corporation, a partnership, a trust, or any other entity with the legal right to hold title to real property.

1.48 Phase 1.

Phase 1 shall mean all of the Lots within a portion of Tract No. 32477 that is identified as "Phase 1" in a Final Subdivision Public Report issued by the Department of Real Estate. Phase 1 shall only be deemed subject to this Declaration concurrently with the first Close of Escrow for the sale of a Lot in Phase 1.

1.49 Phase of Development.

Phase of Development or Phase shall mean (a) Phase 1 or (b) all the real property covered by a Notice of Addition Recorded pursuant to Article XVI hereof and which is designated as a Phase in a Final Subdivision Public Report issued by DRE, unless otherwise defined in such Notice of Addition. Each Phase shall only be deemed subject to this Declaration concurrently with the first Close of Escrow for the sale of a Lot in such Phase.

1.50 Private Street.

Private Street shall mean a street or road within the Association Property, together with any adjacent sidewalks, related lighting, private drainage systems (including devices installed

to satisfy storm water pollution requirements), private sewage and water systems, and other utility installations within such streets, roads or sidewalks that are not maintained by a public agency or franchised utility.

1.51 Project.

Project shall mean the Property and all Improvements located therein, including, without limitation, the Association Property and the Lots. The Project is a “common interest development” and a “planned development” as defined in §§ 4100 and 4175, respectively, of the California Civil Code (or any successor or replacement statutes).

1.52 Property.

Property shall mean (a) Phase 1, and (b) each other Phase of Development described in a Notice of Addition.

1.53 Record, File, Recordation.

Record, File or Recordation shall mean, with respect to any document, the recordation or filing of such document in the Office of the County Recorder of the county in which the Property is located.

1.54 Restrictions.

Restrictions shall mean this Declaration, the Articles, Bylaws and the Rules and Regulations of the Association from time to time in effect.

1.55 Rules and Regulations.

Rules and Regulations shall mean the rules and regulations adopted by the Board pursuant to this Declaration or the Bylaws, as such Rules and Regulations may be amended from time to time.

1.56 Subdivision Map.

Subdivision Map shall mean the subdivision map for Tract No. 32477, filed on _____, in Book _____ at Pages ___ to ___, inclusive, of Maps, in the Official Records of Riverside County.

1.57 Supplemental Declaration.

Supplemental Declaration means an instrument which imposes conditions, covenants, or restrictions or reserves easements. A Supplemental Declaration may affect one or more Lots. Declarant may Record a Supplemental Declaration so long as Declarant owns all of the real property to be encumbered by the Supplemental Declaration or the owner of such real property, if other than Declarant, consents to the recordation of the Supplemental Declaration. A Supplemental Declaration may modify this Declaration only as it applies to the property encumbered by the Supplemental Declaration.

1.58 VA.

VA shall mean the Department of Veterans Affairs of the United States of America and any department or agency of the United States government which succeeds to the VA's function of issuing guaranties of notes secured by Mortgages on residential real estate.

ARTICLE II

2. Homeowners Association.

2.1 Organization of Association.

The Association is or shall be incorporated under the name of Bridgewalk Homeowners Association, as a corporation not for profit under the Nonprofit Mutual Benefit Corporation Law of the State of California.

2.2 Duties and Powers.

(a) General Duties and Powers. The duties and powers of the Association are those set forth in the Declaration, the Articles and Bylaws, together with the general and implied powers of a nonprofit mutual benefit corporation, generally to do any and all things that a corporation organized under the laws of the State of California may lawfully do which are necessary or proper, in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and in this Declaration. The Association shall further have the right to install or construct capital Improvements on the Association Property and the Association Maintenance Areas. The Association may at any time, and from time to time, reconstruct, replace or refinish any Improvement or portion thereof upon the Association Property or the Association Maintenance Areas in accordance with the original design, finish or standard of construction of such Improvement, and may also replace damaged trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Association Property or the Association Maintenance Areas. The Association may employ personnel necessary for the effective operation and maintenance of the Association Property or the Association Maintenance Areas, including, without limitation, the employment of legal, management and accounting services. The Association shall be responsible for exercising all rights and discharging all responsibilities applicable thereto under the terms of the Declaration. The Association shall make available for inspection by any prospective purchaser of a Lot, any Owner of a Lot, and the Beneficiaries, insurers and guarantors of the first Mortgage on any Lot, current copies of the Declaration, the Articles, the Bylaws, the Rules and Regulations and all other books, records, and financial statements of the Association required to be available for inspection pursuant to California Civil Code Section 5200 (or any successor or replacement statute). The Association shall, acting through the Board, execute all necessary documents in order to effectuate the Limited Warranty. The Association shall additionally have the power, but not the duty, to enter into contracts with Owners or other persons to provide services or to maintain and repair Improvements within the Property and elsewhere which the Association is not otherwise required to provide or maintain pursuant to this Declaration; provided, however, any such contract shall provide for the payment to the Association for the costs of providing such services or maintenance.

(b) Litigation. Subject to the provisions of this Declaration, the Association shall have the power, but not the duty, to initiate, defend, settle or intervene in mediation, arbitration, judicial or administrative proceedings on behalf of the Association in matters pertaining to (a) the application or enforcement of this Declaration and (b) damage to the Association Property; provided, however that no representative of Declarant on the Board shall vote on the initiation of any claim under California Civil Code § 895, *et seq.* (or any successor or replacement statute), such that Declarant shall have no control over the Association's ability to decide whether to initiate a claim under such statutory provisions and in the event of such a vote, the affirmative vote of a majority of the non-Declarant representatives on the Board shall be binding so long as a quorum of the Board is present at any meeting where such vote is taken. The Association and not the individual Members shall have the power to pursue any claims or other actions using the non-adversarial proceedings for construction defects in the Association Property pursuant to Section 15 below. Any recovery by the Association with respect to any damage to or defect in the Association Property shall be utilized solely for the purpose of paying for the costs of obtaining the recovery and for correcting such damage or defect.

(c) Maintenance Manuals. The Association shall maintain at the offices of the Association a copy of any Maintenance Manual provided by Declarant to the Owners who acquired a Lot from Declarant, and shall make available to each such Owner upon request a copy of the Maintenance Manual applicable to the Owner's Lot. The Association shall have the right to charge the requesting Owner a fee for the copying of such Maintenance Manual. The Association shall also comply with provisions of the Maintenance Manual provided by Declarant to the Association. The Board may, from time to time, make appropriate revisions to the Association's Maintenance Manual based on the Board's review thereof, to update such manual to provide for maintenance according to current industry practices so long as such changes do not reduce the useful life or functionality items being maintained.

(d) Members' Approval of Construction Defect Actions. In the event that any claim or other actions brought by the Association under California Civil Code § 895, *et seq.* (or any successor or replacement statute), and any successor statutes or laws, involving allegations of construction defects relating to the Association Property is not resolved pursuant to the dispute resolution procedures set forth in Section 15.4 below, the Association shall not initiate an action or arbitration under Section 15.4 or otherwise without first obtaining the consent of the Owners other than Declarant, constituting more than sixty-seven percent (67%) of the voting power of the Association at a meeting or election of the Association, conducted in accordance with the provisions of California Corporations Code §§ 7510, *et seq.* and 7613 and any successor statutes or laws.

(e) Adoption of Rules and Regulations. The Board or the Members of the Association by majority vote, may adopt reasonable Rules and Regulations that are not inconsistent with this Declaration relating to the use of the Association Property and all its facilities, and the conduct of Owners and their Family, tenants, guests, and invitees with respect to the Project and other Owners. The Board shall adopt and amend Rules and Regulations in accordance with the procedures and requirements set forth in California Civil Code §§ 4340 - 4370 and any amendments thereto. Written copies of such Rules and Regulations and any schedule of fines and penalties adopted by the Board shall be furnished to Owners. All changes to the Rules and Regulations will become effective fifteen (15) days after they are adopted by either: (i) posting

in a conspicuous place in the Association Property; or (ii) sending to the Owners via first-class mail or by any system or technology designed to record and communicate messages.

2.3 Membership.

Every Owner, upon becoming the Owner of a Lot, shall automatically become a Member of the Association, and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his or her Membership in the Association shall automatically cease. Ownership of a Lot shall be the sole qualification for Membership in the Association. All Memberships shall be appurtenant to the Lot conveyed, and with the exception of Declarant, a Person shall be deemed an Owner of a Lot only upon Recordation of a deed conveying the Lot to such Person. Except as may otherwise be expressly provided herein, the rights, duties, privileges and obligations of all Members of the Association shall be as provided in the Restrictions.

2.4 Transfer.

The Membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Owner's Lot, and then only to the purchaser or Beneficiary of such Lot. A prohibited transfer is void, and will not be reflected upon the books and records of the Association. A Class A Member who has sold his or her Lot to a contract purchaser under an agreement to purchase shall be entitled to delegate to the contract purchaser his or her Membership rights in the Association. The delegation shall be in writing and shall be delivered to the Board before the contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments attributable to his or her Lot until fee title to the Lot sold is transferred, as further provided in Section 5.1 of this Declaration. If the Owner of any Lot fails or refuses to transfer the Membership registered in his or her name to the purchaser of the Lot upon transfer of fee title thereto, then upon receipt of satisfactory evidence of such transfer the Board of Directors shall have the right to record the transfer upon the books of the Association and to allow the purchaser to vote at meetings of the Association. Until satisfactory evidence of such transfer has been presented to the Board, the purchaser shall not be entitled to vote at meetings of the Association. The Association may levy a reasonable transfer fee against a new Owner and his or her Lot (which fee shall be added to the Annual Assessment chargeable to such new Owner) to reimburse the Association for the administrative cost of transferring the membership to the new Owner on the records of the Association provided such fee does not exceed the Association's actual cost involved in changing its records of ownership.

2.5 Classes of Membership.

The Association shall have two (2) classes of voting Membership.

Class A. Class A Members shall originally be all Owners except the Declarant, for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot owned by such Class A Member and subject to assessment. Declarant shall become a Class A Member with regard to Lots owned by Declarant upon conversion of Declarant's Class B Membership as provided below. When more than one (1) Person owns any Lot, all of those Persons shall be Members. The vote of such Lot shall be exercised as they among themselves

determine in accordance with Section 2.6, but in no event shall more than one (1) Class A vote be cast for any Lot.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned and subject to assessment, provided that the Class B Membership shall cease and be converted to Class A Membership immediately upon the first to occur of the following events:

(1) The second (2nd) anniversary of the first Close of Escrow in the Phase of Development for which a Final Subdivision Public Report was most recently issued; or

(2) The fourth (4th) anniversary of the first Close of Escrow pursuant to the Final Subdivision Public Report for Phase 1.

2.6 Voting Rights.

(a) All voting rights shall be subject to the Restrictions. Except as provided in Section 14.2 of this Declaration and Section 4.8 of the Bylaws, as long as there exists a Class B Membership, any provision of this Declaration, the Articles or Bylaws which expressly requires the vote or written consent of a prescribed majority of the voting power of the Members of the Association other than Declarant for action to be taken by the Association, is not intended to preclude Declarant from casting votes attributable to Lots which Declarant owns, and shall require the approval of such prescribed majority of the voting power of each class of Membership. Except as provided in Section 14.2 of this Declaration and Section 4.8 of the Bylaws, when the Class B Membership has terminated, any provision of this Declaration, the Articles or Bylaws which expressly requires the vote or written consent of a prescribed majority of the voting power of the Members of the Association other than Declarant for action to be taken by the Association, is not intended to preclude Declarant from casting votes attributable to Lots which Declarant owns, and shall require the vote or written consent of Owners representing such prescribed majority of both the total voting power of the Association and the voting power of the Association residing in Owners other than Declarant.

(b) At any meeting of the Association, each Owner (except as otherwise provided in Article II, Section 2.5 with respect to the voting power of Declarant), shall be entitled to cast no more than one (1) vote for each Lot owned by such Owner. Where there is more than one (1) record Owner of a Lot (collectively, "Co-owners" and each a "Co-owner"), all of those Co-owners shall be Members and may attend any meeting of the Association, but only one (1) of those Co-owners shall be entitled to exercise the single vote to which the Lot is entitled. Co-owners owning the majority interests in a Lot shall from time to time designate in writing one (1) of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a unit. Where no voting Co-owner is designated or if the designation has been revoked, the vote for the Lot shall be exercised as the Co-owners owning the majority interests in the Lot mutually agree. Unless the Board receives a written objection in advance from a Co-owner, it shall be conclusively presumed that the voting Co-owner is acting with the consent of his or her Co-owners. No vote shall be cast for any Lot if the Co-owners present in person or by proxy owning the majority interests in such Lot cannot agree to said vote or other action. The nonvoting Co-owner or Co-owners shall be jointly and severally responsible for all of the

obligations imposed upon the jointly-owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the Bylaws of the Association, shall be deemed to be binding on all Owners, their successors and assigns.

2.7 Repair and Maintenance by the Association.

(a) Maintenance Standards. Except as provided in Section 2.9 below, the Association shall paint, maintain, repair and replace the Association Property and the Association Maintenance Areas, and all Improvements thereon, including the Association Maintained Wall, or shall contract for such maintenance, repair and replacement to assure maintenance of the Association Property and the Association Maintenance Areas, and all Improvements thereon, in a clean, functional, sanitary, litter-free and attractive condition reasonably consistent with the level of maintenance reflected in the most current Budget, the maintenance obligations and schedules set forth in this Declaration and any Maintenance Manual, and all applicable Governmental Agency requirements; provided, however, except as expressly provided herein, in no event shall the Association be responsible for or obligated to perform those items of maintenance, repair or replacement of the Lots, the maintenance of which is the responsibility of the Owner thereof as provided in Section 2.9 below, nor shall the Association be responsible for or obligated to perform those items of maintenance, repair or replacement of the Association Property and the Association Maintenance Areas (and Improvements thereon), the maintenance of which is the responsibility of a Governmental Agency. Subject to the qualifications set forth above in this Section 2.7(a), the Board shall determine, in its sole discretion, the level and frequency of maintenance of the Association Property and the Association Maintenance Areas.

(b) Maintenance Items. Without limiting the generality of the foregoing, the Association shall without limitation have the following maintenance rights and obligations pertaining to this Project:

(1) The Association shall have the right, without obligation, to perform all corrective janitorial, landscaping and repair work within any Lot if the Owner thereof is required to do such work pursuant to the Restrictions and fails to perform such work;

(2) The Association shall be responsible for the maintenance, repair and payment of all centrally-metered utilities, water charges, and mechanical and electrical equipment servicing the Association Property and the Association Maintenance Areas;

(3) The Association shall be responsible for the repair and maintenance, in a clean and well-maintained condition, of all sidewalks, Private Streets, driveways, parking areas and other means of ingress and egress located in the Association Property, as well as any Improvements therein or thereon, including, without limitation, all street sweeping, street signage, street lights, fire hydrants and reflective pavement markers;

(4) The Association shall be responsible for the maintenance of all landscaping located on the Association Property and the Association Maintenance Areas (including, without limitation, maintaining vegetation necessary to avoid erosion, controlling weed

growth and providing for irrigation, within the limits of drought restrictions, if any, and providing, maintaining, and repairing sprinklers and other landscape maintenance equipment and facilities as necessary) in a fertilized, trimmed and otherwise attractive and first-class condition and in accordance with all applicable legal requirements;

(5) The Association shall be responsible for removing any and all graffiti found located on the Association Property within two (2) working days of discovering any such graffiti;

(6) The Association shall perform all maintenance and repair work necessary or appropriate to the use of each Drainage Easement and the drainage structures, Improvements and basins located therein, and shall restore any surface landscaping damaged or destroyed in connection with the repair, replacement or removal of any underground drainage structures, Improvements, or basins;

(7) The Association shall be responsible for maintaining the ten-foot (10') wide portion of the public equestrian trail located along Lots 1, 35, 36 and 64 and Washington Street (as more particularly shown on Exhibit "E" attached hereto), until such time that full maintenance is assumed by the appropriate maintenance district, pursuant to the Conditions of Approval;

(8) The Association shall comply with all applicable Best Management Practices ("BMP") and perform all maintenance that may be imposed by the water quality management plan set forth on "Appendix 10" attached hereto, including, if required, cleaning no later than October 15 each year;

(9) The Association shall maintain the conservation areas within the Association Property in accordance with the planting restrictions set forth on Exhibit "F" attached hereto;

(10) The Association shall clean all private storm drains within the Association Property or Association Maintenance Areas;

(11) The Association shall be responsible for the ongoing maintenance and upkeep of the Association Property in accordance with the requirements of the Conditions of Approval;

(12) The Association shall be responsible for the repair, maintenance, and replacement of all portions of the Association Maintained Wall, regardless of whether located on the Association Property or within any Lot, except that the interior surface of those portions of an Association Maintained Wall which abut the yard area of the individual Lots, and which are not composed of wrought iron, shall be maintained by the Lot Owners pursuant to Section 2.9 below. The Association shall be responsible for maintaining all portions of the Association Maintained Wall composed of wrought iron. The Association is hereby granted an easement across the Lots as necessary to discharge of its responsibility for maintenance of the Association Maintained Wall; and

(13) The Association shall maintain a comprehensive maintenance log which details all maintenance actions and compliance with the maintenance provisions set forth in this Declaration.

(c) Charges to Owners. All such costs of maintenance, repairs and replacements for the Property shall be paid for as Common Expenses out of the Association Maintenance Funds as provided in this Declaration. It shall be the affirmative duty of the Board of Directors to require strict compliance with all provisions of this Declaration and to cause the Property to be inspected by the Architectural Committee for any violation thereof. The cost of any maintenance, repairs or replacements by the Association which is not the responsibility of the Association or which arises out of, or is caused by, the act or inaction of an Owner or such Owner's Family, tenants, guests, invitees or agents in violation of the Restrictions shall, after Notice and Hearing, be levied by the Board as a Special Assessment against such Owner.

2.8 Unsegregated Real Property Taxes.

If all of the Lots in a Phase of Development (or in the overall Project) are taxed under a blanket tax bill covering all of such Phase or all of the Project, each Owner shall pay his or her proportionate share of any installment due under the blanket tax bill to the Association at least ten (10) days prior to the delinquency date; the Association shall transmit the taxes to the appropriate tax collection agency on or before the delinquency date. Blanket taxes shall be allocated equally among the Owners and their Lots in such Phase, based upon the total number of Lots in such Phase. The Association shall, at least forty-five (45) days prior to the delinquency date of any blanket tax installment, deliver to each Owner in such Phase a copy of the tax bill, along with a written notice setting forth the Owner's obligation to pay his or her proportionate share of the tax installment and the potential additional charges to the Owner for failure to comply. The Association shall pay the taxes on behalf of any Owner who does not pay his or her proportionate share. The Association shall add to the Annual Assessment of a delinquent Owner the amount of any sum advanced, plus interest at the rate of ten percent (10%) per annum, and any amount necessary to reimburse the Association for any penalty or late charge actually assessed in connection with the blanket tax bill for a Phase of Development, which late charge results from the failure of the delinquent Owner to make timely payment of his or her proportionate share of the taxes. Until the Close of Escrow for the sale of ninety-percent (90%) of the Lots in the Project, the foregoing provisions relating to the collection of taxes in connection with a blanket tax bill on all or any portion of the Project may not be amended without the express written consent of Declarant.

2.9 Repair and Maintenance by Owners.

Each Owner shall maintain, repair, replace, paint, paper, plaster, tile, finish and restore or cause to be so maintained, repaired, replaced and restored, at his or her sole expense, all portions of his or her Lot and all Improvements thereon, in a clean, sanitary and attractive condition in accordance with the original construction and design of the Improvements in the Project, the maintenance obligations and schedules set forth in the Maintenance Manual, if any, and all applicable governmental rules, restrictions and requirements, including, without limitation, the restrictions and requirements of the Fuel Modification Plan, if any, applicable to such Owner's Lot, except for the portion of any Association Maintained Wall or the Association Maintenance

Areas which are located on his or her Lot and are to be maintained by the Association pursuant to Section 2.7 above. Such maintenance by each Owner shall include, without limitation, all portions of the interior, exterior and structural integrity of his or her Dwelling Unit, repair and replacement of the roof of the Dwelling Unit, replacement of all glass areas of an Owner's Dwelling Unit, and the repair and replacement of the internal and external telephone wiring, drainage, plumbing, cooling and heating systems and related mechanical and electrical equipment, and other utility lines which serve that Owner's Dwelling Unit. The Owner shall be entitled to reasonable access over the Association Property for such purposes, subject to reasonable limitations imposed by the Association.

Each Owner shall be responsible for installing and maintaining all landscaping on such Owner's Lot, except for any yard landscaping already installed by Declarant. All landscaping shall be subject to the approval of the Architectural Committee. Each Owner shall also be responsible for maintaining, repairing and replacing in a neat and orderly condition, all portions of the yard areas in his or her Lot (except for those portions, if any, which are Association Maintenance Areas and are to be maintained by the Association), including without limitation, any surface or sub-surface drainage system located therein, and any manufactured slopes located therein, in a neat and orderly condition. Each Owner shall comply with all applicable Best Management Practices ("BMP") and perform all maintenance that may be imposed by the water quality management plan set forth on "Appendix 10" attached hereto. Each Owner whose Lot is subject to a Drainage Easement shall maintain, at his or her sole expense and in a clean, sanitary and attractive condition, all of the land surface area subject to such Drainage Easement, including all landscaping, hardscape, fencing and other like Improvements. Each Owner's maintenance obligations shall include performing all necessary landscaping and gardening to properly maintain and periodically replace trees, plants, grass and other vegetation located in the yard area for which such Owner is responsible, subject to the approval of the Architectural Committee. However, no Owner shall install any landscaping or other Improvements in the Association Maintenance Areas, and all landscaping in such Association Maintenance Areas shall be selected, installed and maintained solely by the Association.

Each Owner shall be responsible for maintaining, repairing and replacing all fences or walls (other than the Association Maintained Walls) defining the exterior of his or her Lot, subject to the approval of the Architectural Committee, regardless of whether such fences or walls are located on his or her Lot or abut the yard area of his or her Lot, provided that with respect to such fences or walls (other than an Association Maintained Wall), each Owner shall share maintenance of any party wall defining the exterior of his or her residential Lot in accordance with the provisions of Article XVII below. Upon any damage to or destruction of any fence or wall for which maintenance responsibility is allocated to an Owner hereunder, the responsible Owner(s) shall promptly restore same (using, so far as possible, materials identical to those used originally by Declarant) to its original condition as constructed by Declarant. The Architectural Committee shall strictly enforce the terms of this provision. Each Owner shall also be responsible for maintenance of the interior surface (except for the portion thereof, if any, consisting of wrought iron) of any Association Maintained Wall which abuts the yard area of his or her Lot. Each Owner is hereby granted an easement across the Association Property as necessary to discharge its responsibility for maintenance of fences or walls in accordance with the above.

Each Owner shall be responsible for maintaining, repairing and replacing the septic system which exclusively serves such Owner's Lot. Each owner shall arrange for his or her septic system to be inspected annually by a certified inspector.

Each Owner shall pay when due all charges for any utility service which is separately metered to his or her Lot.

Each Owner shall be responsible for adopting an inspection and preventive program for the prevention and eradication of infestation by wood destroying pests or other organisms in his or her Lot. All costs involved in maintaining the inspection and preventive program as well as repairing and replacing the damaged Improvements in an Owner's Lot when the need for such maintenance, repair or replacement is the result of wood destroying pests or organisms shall be an expense of the Owner.

If any Owner shall permit any Improvement, the maintenance of which is the responsibility of such Owner, to fall into disrepair or to become unsafe, unsightly or unattractive, or to otherwise violate this Declaration, or any applicable governmental rules, restrictions, or requirements, the Board shall have the right to seek any remedies at law or in equity which it may have. In addition, the Board shall have the right, but not the duty, after Notice and Hearing as provided in the Bylaws, to enter upon such Owner's Lot to make such repairs or to perform such maintenance and to charge the cost thereof to the Owner. Said cost shall be a Special Assessment enforceable as set forth in this Declaration.

Each Owner shall be responsible for removing any and all graffiti found located on his or her Lot within two (2) working days of discovering any such graffiti.

No Owner shall interfere with the exercise by the Association of its right to maintain the Association Property, the Association Maintenance Areas and the Association Maintained Wall, or to perform any of its obligations pertaining to this Project.

2.10 Use of Agent.

The Board of Directors, on behalf of the Association, may contract with a Manager for the performance of maintenance and repair and for conducting other activities on behalf of the Association, as may be determined by the Board. The maximum term of any such contract ("Management Contract") shall be one (1) year, unless a longer term is (i) contained in a management contract, the terms of which have been reviewed by FHA or VA or DRE, or (ii) approved either by vote or written assent of a majority of the voting power of the Association residing in members other than Declarant, in which case the maximum term of the Management Contract shall be three (3) years. Each such Management Contract approved by the Members pursuant to clause (ii) above, shall provide for its termination after one (1) year by either party thereto without cause and without payment of a termination fee upon no more than ninety (90) days' written notice to the other party.

ARTICLE III

3. Rights in Association Property.

3.1 Association Easement; Jurisdiction of Association.

The Association shall have an easement over the Association Maintenance Areas for performing its duties and exercising its powers described in this Declaration. The Association's obligations to maintain the Association Property and the Association Maintenance Areas in any Phase of Development shall commence on the date Annual Assessments commence on Lots in such Phase. Until commencement of Annual Assessments on Lots in any Phase, the Association Property and the Association Maintenance Areas in such Phase shall be maintained by Declarant.

3.2 Partition.

Except as provided in this Declaration, there shall be no judicial partition of the Association Property, or any part thereof, for the term of the Project, nor shall Declarant, any Owner or any other Person acquiring any interest in any Lot in the Project seek any such judicial partition.

3.3 Members' Easements in Association Property.

Subject to the provisions of this Declaration and for the purposes set forth herein, every Member of the Association shall have, for himself or herself, his or her Family, his or her tenants, guests and invitees, a nonexclusive easement of access, ingress, egress, use and enjoyment of, in and to the Association Property, and such easements shall be appurtenant to and shall pass with title to every Lot in the Project.

3.4 Extent of Members' Easements.

The rights and easements of use and enjoyment of the Association Property created for the Members by this Declaration shall be subject to the Restrictions, which include, without limitation, the following:

(a) The right of the Board to suspend the rights and easements of any Member, and the Persons deriving such rights and easements from any Member, for use and enjoyment of any recreational facilities or Recreation Area located on the Association Property, for any period during which the payment of any Annual, Special, Capital Improvement or Reconstruction Assessment against the Member and his or her Lot remains delinquent, and, after Notice and Hearing as provided in the Bylaws, to suspend such rights and easements for the period set forth in the Bylaws for any violation of the Restrictions, it being understood that any suspension of use and enjoyment of the recreational facilities or Recreation Area for either nonpayment of any Assessment or breach of the Restrictions shall not constitute a waiver or discharge of the Member's obligation to pay assessments as provided in this Declaration, nor shall it in any way impinge on any Member's right of access to or use of such Member's Lot;

(b) The right of the Association to consent to or otherwise cause the construction of additional Improvements on the Association Property and the Association

Maintenance Areas and to consent to or otherwise cause the alteration or removal of any existing Improvements on the Association Property and the Association Maintenance Areas for the benefit of the Members of the Association;

(c) The right of the Association, acting through the Board, to grant, consent to, or join in the grant or conveyance of easements, licenses or rights-of-way in, on or over the Association Property and the Association Maintenance Areas for purposes not inconsistent with the intended use of the Property as a residential planned development, including, without limitation, the granting of exclusive easements to Owners over portions of the Association Property to conform the boundaries of the Association Property to the as-built location of Improvements installed or constructed by Declarant;

(d) The rights and reservations of Declarant as set forth in this Declaration;

(e) The right of the Association, acting through the Board, to reasonably restrict access to maintenance and landscaped areas and similar areas of the Property, and to restrict or prohibit access to any portion of the Association Property containing drainage system improvements;

(f) The right of the Association to reasonably limit the number of guests and tenants of the Owners using the Association Property and the Association Maintenance Areas, as provided in this Declaration;

(g) The right of the Association, acting through the Board, to establish uniform Rules and Regulations for the use of the Association Property and the Association Maintenance Areas, as provided in this Declaration;

(h) The right of the Association in accordance with the Articles, Bylaws and this Declaration, with a vote or written assent of at least two-thirds ($2/3^{\text{rd}}$) of the voting power of the Association, to borrow money for the purpose of improving, repairing, or adding to the Association Property, and in aid thereof, subject to the provisions of Article XII of this Declaration, to mortgage, pledge, encumber by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such Mortgagee shall be subordinated to the rights of the Owners;

(i) The right of the Association, subject to the provisions of Article XII of this Declaration, to dedicate, release, alienate, or transfer the Association Property, or a portion thereof, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; and

(j) The right of the Association, subject to the provisions of California Civil Code § 4600 (or any successor or replacement statute), to grant exclusive use of any portion of the Association Property to any Owner.

3.5 Delegation of Use.

Any Member entitled to the right and easement of use and enjoyment of the Association Property may delegate his or her right to use and enjoyment of the Association Property to his or her tenants, contract purchasers or subtenants who reside in his or her Lot, subject to reasonable regulation by the Board. A Member who has made such a delegation of rights shall not be entitled to use and enjoyment of the recreational facilities or equipment of the Property, if any, for so long as such delegation remains in effect.

3.6 Waiver of Use.

No Member may exempt himself or herself from personal liability for Assessments duly levied by the Association, or effect the release of his or her Lot from the liens and charges thereof, by waiving use and enjoyment of the Association Property or by abandoning his or her Lot.

3.7 Damage by Member.

Each Member shall be liable to the Association for any damage to the Association Property or the Association Maintenance Areas not fully reimbursed to the Association by insurance (including, without limitation, any deductible amounts under any insurance policies against which the Association files a claim for such damage) if the damage is sustained because of the negligence, willful misconduct or unauthorized or improper installation or maintenance of any Improvement by the Member, his or her Family, guests, tenants or invitees, or any other Persons deriving their right and easement of use and enjoyment of the Association Property or the Association Maintenance Areas from the Member, or his or her respective Family, guests, tenants or invitees, both minor and adult. However, the Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association, and the Association further reserves the right, after Notice and Hearing as provided in the Bylaws, to levy a Special Assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by the Member or the Person for whom the Member may be liable as described above. In the case of joint ownership of a Lot, the liability of the owners shall be joint and several, except to the extent that the Association shall have previously contracted in writing with the joint owners to the contrary. After Notice and Hearing as provided in the Bylaws, the cost of correcting the damage to the extent not reimbursed to the Association by insurance shall be a Special Assessment against such Member's Lot, and may be enforced as provided herein.

ARTICLE IV

4. Architectural Review Committee.

4.1 Members of Committee.

The Architectural Review Committee, sometimes referred to in this Declaration as the "Architectural Committee" or the "Committee," shall consist of three (3) members. The initial members of the Committee shall consist of representatives of Declarant. Subject to the following provisions, Declarant shall have the right and power at all times to appoint or remove a majority

of the members of the Architectural Committee or to fill any vacancy of such majority until either (i) Close of Escrow has occurred for the sale of ninety percent (90%) of all the subdivision interests in the overall development, or (ii) five (5) years following the date of original issuance of the Final Subdivision Public Report for Phase 1, whichever occurs earlier. Commencing one (1) year from the issuance of the Final Subdivision Public Report for Phase 1, the Board shall have the power to appoint and remove one (1) member of the Architectural Committee. Following termination of Declarant's right to appoint all or a portion of the members of the Committee pursuant to this Section 4.1, the Board shall have the power to appoint and remove all of the members of the Architectural Committee. Committee members appointed by the Board shall be from the Membership of the Association, but Committee members appointed by Declarant need not be Members of the Association. Board members may also serve as Committee members.

4.2 Review of Plans and Specifications.

The Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Declaration and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. No construction, alteration, removal, relocation, repainting, demolition, addition, modification, decoration, redecoration or reconstruction of any Improvement, including without limitation, landscaping and the alteration of any established drainage pattern, plan, or grade on any portion of the Property, shall be commenced or maintained, until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the Committee and approved in writing by the Committee; provided, however, that any Improvement may be repainted without Committee approval, so long as the Improvement is repainted the identical color with which it was last painted in compliance with all applicable Restrictions.

Without limiting the generality of this Article IV, the provisions of this Article IV apply to the construction, installation, alteration and modification of solar energy equipment, subject to the provisions of California Civil Code § 714 (or any successor or replacement statute). The Owner submitting the plans ("Applicant") shall obtain a written, dated receipt for the plans and specifications from an authorized agent of the Committee and shall submit one (1) set of the plans and specifications by registered or certified mail, postage prepaid, return receipt requested, addressed to the principal office of the Association, or such other address as may be established from time to time by the Board. Until changed by the Board, the address for the submission of such plans and specifications shall be the principal office of the Association. The Committee shall approve, in writing only, proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, that the construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Association Property or the enjoyment thereof by the Members, and that the upkeep and maintenance thereof will not become a burden on the Association.

The Committee may condition its written approval of proposals or plans and specifications for any Improvement (1) upon the Applicant's furnishing the Association with

security acceptable to the Association against any mechanic's lien or other encumbrance which may be Recorded against the Property as a result of such work, (2) on such changes therein as it deems appropriate, (3) upon the Applicant's agreement to grant appropriate easements to the Association for the maintenance of the Improvements, (4) upon the Applicant's agreement to install (at its sole cost) water, gas, electrical or other utility meters to measure any increased consumption, (5) upon the Applicant's agreement to reimburse the Association for the cost of maintenance, (6) upon the Applicant's agreement to complete the proposed work within a stated period of time, or (7) upon all of the above, and may require submission of additional plans and specifications addressing any areas of concern to the Committee or other information prior to approving or disapproving material submitted.

The Committee may from time to time adopt, promulgate and amend rules or guidelines which, among other matters, may set forth design and architectural standards, procedures for the submission of plans for approval, requirements for a fee to accompany each application for approval, and/or setting forth additional factors which it will take into consideration in reviewing submissions. The Committee may provide that the amount of the fee shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plan submitted for approval. To ensure uniformity throughout the Project, the Association has the right to review and approve proposed design guidelines and all changes to the design guidelines before they are effective.

Decisions of the Committee and the reasons for the decisions shall be transmitted by the Committee to the Applicant in writing at the address set forth in the application for approval, within sixty (60) days after receipt by the Committee of all materials required by the Committee. No purported oral or verbal approval of the Committee shall be permitted and any approval, to be binding upon the Committee and the Association, shall be in writing. In no event will any application for approval or any proposal, plans, or specifications be deemed approved based upon the passage or lapse of time; any approval must be by affirmative written action of the Committee to be effective. Notwithstanding approval of any application, proposal, plans, or specifications by the Committee, no Applicant shall undertake any construction or other activity subject to the review of the Committee unless, as a separate or independent matter, the Applicant has also met any review or permit requirements of the city or county in which the Property is located prior to making any alterations or Improvements permitted hereunder and has obtained all permits necessary to legally permit such construction or other activity, and has provided proof of contractor's insurance for all work to the Association.

4.3 Condition of Approval.

As a condition to approval of any requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall be deemed to have agreed to assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the Board of Directors. It is the responsibility of every Owner of a Lot to

determine for himself or herself what architectural modifications have been made to his or her Lot by any predecessor-in-interest. In the discretion of the Board or the Committee, an Owner may be required to confirm and acknowledge such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

4.4 Commencement of Construction.

All architectural changes, modifications and improvements approved by the Committee hereunder must be commenced within one (1) year from the date of approval. If not commenced within one (1) year from the date of such approval, then such approval shall be deemed revoked by the Committee, unless the Committee gives a written extension for commencing the work prior to the expiration of said one (1) year period. All work approved by the Committee hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the Committee. All approved architectural changes, modifications and improvements must be completed in their entirety, and an Owner may not construct only a portion or part of an approved architectural change, modification, or improvement.

4.5 Meetings of the Committee.

The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing designate a Committee Representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 4.10. In the absence of such designation, the vote of a majority of the Committee confirmed by contemporaneous written record executed by one or more members of the Committee or the written consent of a majority of the Committee taken without a meeting, shall constitute an act of the Committee.

4.6 No Waiver of Future Approvals.

The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed in connection with any matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent to any similar proposals, plans and specifications, drawings or matter subsequently or additionally submitted for approval or consent. Each Owner acknowledges that the members of the Board of Directors and the Committee will change from time to time and that interpretation, application, and enforcement of the architectural standards may vary accordingly.

4.7 Compensation of Members.

The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

4.8 Correction of Defects.

Inspection of work and correction of defects therein shall proceed as follows:

(a) The Committee or its duly authorized representative may at any time inspect any Improvement for which approval of plans is required under this Article IV. However, the Committee's right of inspection of Improvements for which plans have been submitted and approved shall terminate one hundred twenty (120) days after the work of Improvement has been completed and the respective Owner has given written notice of its completion to the Committee. The notice of completion may be delivered personally or by registered or certified mail, addressed to the principal office of the Association, or such other address as may be established from time to time by the Board. The Committee's rights of inspection shall not terminate pursuant to this paragraph if plans for the work of Improvement have not previously been submitted to and approved by the Committee or if the notice of completion is not properly given. If, as a result of such inspection, the Committee finds that the Improvement was done without obtaining approval of the plans therefor or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing of failure to comply with this Article IV, specifying the particulars of noncompliance. The Committee shall have the authority to require the Owner to take such action as may be necessary to remedy the noncompliance.

(b) If upon the expiration of sixty (60) days from the date of such notification, the Owner has failed to remedy the noncompliance, the Committee shall notify the Board in writing of such failure. Upon Notice and Hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date that notice of the Board ruling is given to the Owner. If the Owner does not comply with the Board ruling within that period, the Board, at its option, may Record a Notice of Noncompliance and may peacefully remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses (including reasonable attorneys' fees) incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Special Assessment against the Owner for reimbursement as provided in this Declaration. The right of the Association to remove a noncomplying Improvement or otherwise remedy the noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity or in this Declaration.

(c) If for any reason the Committee fails to notify the Owner of any noncompliance with previously submitted and approved plans within one hundred fifty (150) days after receipt of written notice of completion from the Owner delivered in the manner required above, then the Improvement shall be deemed to be in accordance with the approved plans.

4.9 Scope of Review.

The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, on the basis of aesthetic considerations, consistency with this Declaration, and the overall benefit or detriment which would result to the immediate vicinity and the Property generally. The Committee shall take into

consideration the aesthetic aspects of the architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The Committee's approval or disapproval shall be based solely on the considerations set forth in this Article IV, and the Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. The Architectural Committee may consider the impact of views from other Lots, or Dwelling Units thereon, and reasonable privacy interests as factors in reviewing, approving, or disapproving any proposed landscaping, construction, or other Improvements. However, there is no guaranty of any protected views within the Property and no Lot, or Dwelling Unit thereon, is guaranteed the existence or unobstructed continuation of any particular view. Each Owner acknowledges that the Board of Directors and the Committee may adopt different architectural standards for different parts of the Project. Neither the Declarant, the Association, the Board of Directors, the Committee, the Committee Representative, nor any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner, quality or effect of approved construction on or modification to any Lot authorized pursuant to this Article IV. In the event legal action is brought against any such party as a result of such construction or modification, the Owner causing such construction or modification shall indemnify and hold harmless the Declarant, the Association, the Board of Directors, the Committee, the Committee Representative, and all members of any of the foregoing, from all costs, expenses and damages (including but not limited to attorneys' fees) incurred in connection with such action, including, without limitation, any defense thereof.

4.10 Variances.

The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least a majority of the members of the Committee, and shall become effective upon Recordation. After Declarant has lost the right to appoint a majority of the members of the Committee, the Board must approve any variance recommended by the Committee before any such variance shall become effective. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of his or her Dwelling Unit.

4.11 Appeals.

If the Committee disapproves an application, the Applicant may appeal such decision to the Board of Directors. The Board shall adopt policies and procedures for the appeal of Committee decisions for reconsideration by the Board, which appeal shall be heard at a Board meeting which is open to the Members of the Association.

ARTICLE V

5. Association Maintenance Funds and Assessments.

5.1 Personal Obligation of Assessments.

Declarant, for each Lot owned by it, hereby covenants and agrees to pay, and each Owner, by acceptance of a deed of a Lot whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association all Annual Assessments for Common Expenses and all applicable Special Assessments, Reconstruction Assessments and Capital Improvement Assessments. The Association shall not levy or collect any Annual Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment that exceeds the amount necessary for the purpose for which it is levied. Except as provided in this Section 5.1, all such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a separate, distinct and personal obligation of the Person who was the Owner of the Lot at the time when the assessment fell due. This personal obligation cannot be avoided by abandonment of the Lot or by an offer to waive use of the Association Property. The personal obligation for delinquent assessments shall not pass to any new Owner ("Purchaser") unless expressly assumed by the Purchaser.

5.2 Maintenance Funds of Association.

The Board of Directors shall establish no fewer than two (2) separate accounts (the "Maintenance Funds"), into which shall be deposited all monies paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under this Declaration. The Maintenance Funds may be established as trust accounts at a banking or savings institution. The Maintenance Funds shall include: (1) an operating fund for current Common Expenses of the Association ("Operating Fund"), (2) a reserve fund for capital Improvements, replacements, painting and repairs of the Association Property (which cannot normally be expected to occur on an annual or more frequent basis) ("Reserve Fund"), and (3) any other funds which the Board of Directors may establish to the extent necessary under the provisions of this Declaration. Nothing contained herein shall limit, preclude or impair the establishment of additional Maintenance Funds by the Association, so long as the amounts assessed to, deposited into, and disbursed from any such Fund are earmarked for specified purposes authorized by this Declaration.

5.3 Purpose of Assessments.

The assessments levied by the Board of Directors on behalf of the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Lots, for the operation, replacement, improvement and maintenance of the Property, including the Association Maintenance Areas, and to discharge any other obligations of the Association under this Declaration. All amounts deposited into the Maintenance Funds must be used solely for the common benefit of all of the Owners for purposes authorized by this Declaration. Disbursements from the Operating Fund shall be made by the Board of Directors for such purposes as may be necessary for the discharge of its responsibilities herein for the common benefit of all of the Owners, other than those purposes for which disbursements from the Reserve Fund are to be used.

Disbursements from the Reserve Fund shall not be made by the Board of Directors for any purpose other than the repair, restoration, replacement or maintenance of, or litigation involving the repair, restoration, replacement or maintenance of, major components which the Association is obligated to repair, restore, replace, or maintain and for which the Reserve Fund was established. However, the Board may authorize the temporary transfer of money from the Reserve Fund to the Association's Operating Fund to meet short-term cash-flow requirements or other expenses, provided that the Board has made a written finding, recorded in the Board's minutes, explaining the reasons that the transfer is needed, and describing when and how the money will be repaid to the Reserve Fund from which the money was transferred. The transferred funds shall be restored to the Reserve Fund within one (1) year of the date of the initial transfer, except that the Board may, upon making a finding supported by documentation that a temporary delay would be in the best interests of the Association, temporarily delay the restoration until the time which the Board reasonably determines to be necessary. The Board shall exercise prudent fiscal management in maintaining the integrity of the Reserve Fund, and shall, if necessary, levy a Capital Improvement Assessment or a Reconstruction Assessment, as applicable, to recover the full amount of the expended funds within the time limits required by this Section 5.3. Such assessment shall be subject to the limitation imposed by California Civil Code § 5650(b) (or any successor or replacement statute). The Board may, at its discretion, extend the date that payment of the Capital Improvement Assessment or Reconstruction Assessment is due.

Nothing in this Declaration shall be construed in such a way as to permit the use of Association assessments or funds to abate any annoyance or nuisance emanating from outside the boundaries of the Property. Annual Assessments shall be used to satisfy Common Expenses of the Association, as provided herein and in the Bylaws. When the decision is made to use the Reserve Fund or to temporarily transfer money from the Reserve Fund to pay for litigation, the Board shall notify Members of that decision in the next available mailing to all members pursuant to § 5016 of the California Corporations Code (or any successor or replacement statute), and of the availability of an accounting of those expenses. The Association shall make an accounting of expenses related to the litigation on at least a quarterly basis. The accounting shall be made available for inspection by the Members at the Association's office.

5.4 Limitations on Annual and Special Assessment Increases.

The Board shall levy Annual Assessments in accordance with the following provisions:

(a) Maximum Authorized Annual Assessment for Initial Year of Operations. Until the first day of the Fiscal Year immediately following the Fiscal Year in which Annual Assessments commence, the Board shall not levy an Annual Assessment per Lot in an amount greater than one hundred twenty percent (120%) of the amount of Annual Assessments disclosed in the most current Budget at the time Annual Assessments commence without the vote of Members casting a majority of votes at a meeting or election of the Association at which a quorum of the Association is represented; provided, that, for purposes of this Section, a quorum shall mean more than fifty percent (50%) of the Members of the Association. Notwithstanding the foregoing, this Section 5.4(a) does not limit Annual Assessment increases necessary for addressing an "Emergency Situation" as defined in Section 5.4(e).

(b) Maximum Authorized Annual Assessment for Subsequent Fiscal Years. Starting with the first Fiscal Year immediately following the Fiscal Year in which Annual Assessments commence and for each Fiscal Year thereafter, the Board shall not levy Annual Assessments in any Fiscal Year in excess of one hundred twenty percent (120%) of the Annual Assessments levied during the immediately preceding Fiscal Year without the vote of Members casting a majority of votes at a meeting or election of the Association at which a quorum of the Association is represented; provided that, for purposes of this Section, a quorum shall mean more than fifty percent (50%) of the Members of the Association. In addition, the Board shall provide notice by first-class mail to all Members of any increase in Annual Assessments from the Annual Assessments levied during the immediately preceding Fiscal Year not less than thirty (30) nor more than sixty (60) days prior to the date on which such increased assessment shall become due. Notwithstanding the foregoing, this Section 5.4(b) does not limit Annual Assessment increases necessary for addressing an “Emergency Situation” as defined in Section 5.4(e).

(c) Supplemental Annual Assessments. If the Board, by majority vote, determines that the important and essential functions of the Association may be properly funded by an Annual Assessment in an amount less than the maximum authorized Annual Assessment described above, it may levy such lesser Annual Assessment. If the Board determines that the estimate of total Annual Assessment charges for the current year is or will become inadequate to meet all projected expenses for the Property for any reason, it shall immediately determine the approximate amount of the inadequacy. Subject to the limitations described in Sections 5.4(a) and (b) above, the Board shall have the authority to levy, at any time during the Fiscal Year by a majority vote, a supplemental Annual Assessment reflecting a revision of the total Annual Assessment charges to be assessed against each Lot for the balance of that Fiscal Year.

(d) Special Assessment. The Board shall not levy Special Assessments to defray the cost of any action or undertaking on behalf of the Association that in the aggregate exceeds five percent (5%) of the budgeted gross expenses of the Association for that Fiscal Year without the vote of Members casting a majority of votes at a meeting or election of the Association at which a quorum of the Association is represented; provided that, for purposes of this Section, a quorum shall mean more than fifty percent (50%) of the Members of the Association. In addition, the Board shall provide notice by first-class mail to all Members of any Special Assessment levied during the Fiscal Year not less than thirty (30) nor more than sixty (60) days prior to the date on which such Special Assessment shall become due. Notwithstanding the foregoing, this Section does not limit assessment increases necessary for addressing an “Emergency Situation” as defined in Section 5.4(e).

(e) Emergency Situations. For purposes of Sections 5.4(a), 5.4(b), 5.4(d) and 5.6, an “Emergency Situation” is any one of the following:

- (1) An extraordinary expense required by an order of a court;
- (2) An extraordinary expense necessary to repair or maintain the Property or any portion thereof for which the Association is responsible where a threat to personal safety on the Property is discovered; or
- (3) An extraordinary expense necessary to repair or maintain the

Property or any portion thereof for which the Association is responsible that could not have been reasonably foreseen by the Board when preparing the Budget. Prior to the imposition or collection of an assessment pursuant to this subparagraph (3), the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. The resolution shall be distributed to the Members with the Notice of Assessment.

5.5 Annual Assessments/Commencement-Collection.

The Board of Directors shall authorize and levy the amount of the Annual Assessment upon each Lot, as provided herein, by majority vote of the Board. The initial Annual Assessment shall begin on all Lots in a Phase of Development (including unsold Lots therein owned by Declarant) on the first day of the first calendar month following the first Close of Escrow for the sale of a Lot in such Phase or an earlier date as may be selected by Declarant for commencement of Annual Assessments in such Phase. Unless provided to the contrary in the Budget, all Annual Assessments shall be assessed equally against the Members and their Lots based upon the number of Lots owned by each Member. Annual Assessments for fractions of any month involved shall be prorated. Declarant shall pay its full pro rata share of the Annual Assessments on all unsold Lots for which Annual Assessments have commenced. The Board shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. From time to time the Board may determine that all excess funds in the Operating Fund be retained by the Association and used to reduce the following year's Annual Assessments. Upon dissolution of the Association incident to the abandonment or termination of the Property, any amounts remaining in any of the Maintenance Funds shall be distributed to or for the benefit of the Members in the same proportions as such monies were collected from the Members.

Concurrently with the first Close of Escrow for the sale of a Lot in any Phase, Declarant shall pay to the Association an appropriate amount (as determined by DRE) for reserves for replacement or deferred maintenance of the Association Property in such Phase necessitated by or arising out of the use and occupancy of the Lots in such Phase under a rental program conducted by Declarant if such rental program was in effect for at least one (1) year prior to such first Close of Escrow.

Declarant and any other Owner of a Lot on which a Dwelling Unit has not been constructed shall be exempt from payment of that portion of the Annual Assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of such Dwelling Unit. Any such exemption from the payment of Annual Assessments shall be in effect only until the earlier to occur of (1) the Recordation of a notice of completion of the building comprising such Dwelling Unit, or (2) the occupation or use of such Dwelling Unit.

Notwithstanding any other provisions of this Declaration, until the earlier to occur of (1) the Recordation of a notice of completion of an Improvement on the Association Property, or (2) the placement of such Improvement into use, each Owner (including Declarant) shall be exempt from paying that portion of any Annual Assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of such Improvement.

Each Member shall pay to the Association his or her Annual Assessment in installments at such frequency and in such amounts as established by the Board. Each installment of the Annual Assessment may be paid by the Member to the Association in one check or in separate checks as payments attributable to the deposits under the Operating Fund and the Reserve Fund. If any installment of an Annual Assessment payment is less than the amount assessed and the payment does not specify the Maintenance Fund or Funds into which it should be deposited, the receipt by the Association from that Owner shall be credited in order of priority first to the Operating Fund, until that portion of the Annual Assessment has been satisfied, and second to the Reserve Fund.

Notwithstanding any other provisions of this Declaration or the Bylaws regarding the term and termination of contracts with Declarant for providing services to the Association, Declarant may enter into a written maintenance agreement with the Association under which Declarant shall pay all or any portion of the operating Common Expenses and perform all or any portion of the Association's maintenance responsibilities in exchange for a temporary suspension of Annual Assessments. Such maintenance agreement shall extend for a term and shall be on such conditions as are reviewed and accepted by the DRE, and may require Owners to reimburse Declarant, through the Association, for a portion of the costs expended in satisfaction of Common Expenses.

5.6 Capital Improvement Assessments.

Should the Board of Directors determine the need for a capital Improvement or other such addition to the Property, the cost of which in the aggregate exceeds five percent (5%) of the Budgeted gross expenses of the Association for the then current Fiscal Year, then the vote or written consent of Members casting a majority of votes at a meeting or election of the Association at which a quorum of the Association is represented shall be required to approve and render effective a Capital Improvement Assessment levied by the Board of Directors to cover the cost of such expenditure; provided that, for purposes of this Section, a quorum shall mean more than fifty percent (50%) of the Members of the Association. Capital Improvement Assessments may be levied by the Board without the consent of the Members, if the aggregate of such expenditures in each Fiscal Year does not exceed five percent (5%) of the Budgeted gross expenses of the Association for such Fiscal Year; provided, that the Board shall provide notice to each Owner by first-class mail of the levying of such Capital Improvement Assessment not less than thirty (30) nor more than sixty (60) days prior to the date on which such assessment shall become due. Notwithstanding the foregoing, the Board may levy in any Fiscal Year, a Capital Improvement Assessment applicable to that Fiscal Year which exceeds five percent (5%) of the Budgeted gross expenses of the Association for such Fiscal Year if such increase is necessary to address an Emergency Situation as defined in Section 5.4(e).

5.7 Delinquency.

Any installment of an assessment provided for in this Declaration shall become delinquent if not paid within fifteen (15) days of the due date as established by the Board of Directors of the Association. With respect to any such delinquent assessment, the Board is hereby authorized to and, at its election, may require the Owner responsible for such delinquent assessment to pay both of the following: (a) reasonable costs incurred in collecting the delinquent

assessment, including reasonable attorneys' fees and costs; and (b) a late charge in the maximum amount permitted by California Civil Code § 5650(b)(2) (or any successor or replacement statute). In addition to the foregoing, commencing thirty (30) days after the assessment becomes due and continuing until paid, the Board is hereby authorized to and, at its election, may require the Owner responsible for the delinquent assessment to pay interest on all sums identified above (including the delinquent assessment, reasonable costs of collection, attorneys' fees and late charges) at the maximum rate permitted by California Civil Code § 5650(b)(3) (or any successor or replacement statute). The Association need not accept any tender of a partial payment of an installment of an assessment and all costs and attorneys' fees attributable thereto, and any acceptance of any such tender shall not be deemed to be a waiver of the Association's right to demand and receive full payment thereafter of all such amounts owed. Collection of delinquent assessments must be conducted in accordance with the provisions of California Civil Code §§ 5660, 5705, 5715 and 5720 (or any successor or replacement statutes).

5.8 Creation and Release of Lien.

All sums (other than Special Assessments imposed against a particular Owner as a penalty or disciplinary measure for such Owner's failure to comply with the Restrictions) assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective Lot prior and superior to (a) any declaration of homestead Recorded after the Recordation of this Declaration, and (b) all other liens, except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any Recorded Mortgage or Deed of Trust with first priority or seniority over all other Mortgages or Deeds of Trust) made in good faith and for value and Recorded prior to the date on which the "Notice of Lien" (described in this Section) against the respective Lot was Recorded. Prior to the Recordation of a Notice of Lien against a Lot, the Association must comply with the requirements of California Civil Code § 5660 (or any successor or replacement statute), including, without limitation, the following requirements:

At least thirty (30) days prior to recording a Notice of Lien, the Association shall notify the Owner of such Lot in writing by certified mail of the following: (i) a general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount, (ii) a statement that the Owner has the right to inspect the Association records, pursuant to Section 5205 of the California Civil Code, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed: "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION;" (iii) an itemized statement of the charges owed by such Owner, including items which indicate the principal owed, the fees and reasonable cost of collection, any late charges, any interests, and any reasonable attorneys' fees, (iv) a statement that the Owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the assessment was paid on time to the Association; (v) notify the Owner of the right

to request a meeting with the Board as provided by California Civil Code Section 5665; (vi) notify the Owner of the Owner's right to dispute such charges by written request for a dispute resolution pursuant to a meet and confer program as set forth in California Civil Code Sections 5900 - 5920; (vii) notify the Owner of the Owner's right to request for alternative dispute resolution with a neutral third party pursuant to California Civil Code Sections 5925 - 5965 before the Association may initiate any foreclosure proceeding against the Owner's Lot, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

A defaulting Owner may submit a written request to meet with the Board to discuss a payment plan for the debt noticed and the Board shall meet with the Owner in executive session in accordance with the requirements of California Civil Code § 5665 (or any successor or replacement statute). Any payment toward the charges itemized shall be first applied to the principal owed, and only after the principal owed is paid in full shall such payments be applied to interest, late charges or collection expenses. The decision to record a Notice of Lien shall be made by the Board in an open meeting and shall not be delegated to any agent of the Association. The Board shall approve the decision by a majority vote of the board members in an open meeting and record the vote in the minutes of that meeting. The lien shall become effective upon Recordation by the Board or its authorized agent of a notice of delinquent assessment ("Notice of Lien") concerning delinquent payment of any Annual, Capital Improvement or Reconstruction Assessment or installment thereof, levied by the Association against any Lot Owner, as provided in § 5675 of the California Civil Code (or any successor or replacement statute). The Notice of Lien shall state (i) the amount of the assessment or installment, as the case may be, and other authorized charges and interest, including the cost of preparing and Recording the Notice of Lien, (ii) the expenses of collection in connection with any delinquent installments, including without limitation reasonable attorneys' fees, (iii) a legal description of the Lot against which the same has been assessed, (iv) the name and address of the Owner against which the lien is imposed, and (v) if applicable, in order for the lien to be enforced by nonjudicial foreclosure, the name and address of the trustee authorized by the Association to enforce the lien by nonjudicial foreclosure sale. The Notice of Lien shall be signed by the President, Vice President or Secretary of the Association and shall be mailed no later than ten (10) calendar days after Recordation, in the manner set forth in § 2924b of the California Civil Code (or any successor or replacement statute), to all record Owners of the applicable Lot against which the Notice of Lien was recorded. The lien shall relate only to the individual Lot against which the assessment was levied and not to the Property as a whole. Within twenty-one (21) days of the payment to the Association of the full amount claimed in the Notice of Lien, or other satisfaction thereof, the Board of Directors shall cause to be Recorded a notice of satisfaction and release of lien ("Notice of Release") stating the satisfaction and release of the amount claimed. The Board of Directors may demand and receive from the applicable Owner a reasonable charge for the preparation and Recordation of the Notice of Release before Recording it. Any purchaser or encumbrancer that has acted in good faith and extended value may rely upon the Notice of Release as conclusive evidence of the full satisfaction of the sums stated in the Notice of Lien.

5.9 Enforcement of Liens.

Prior to enforcement of any lien, the Association shall offer the Owner and, if so requested by such Owner, shall participate in dispute resolution pursuant to a "meet and confer" program as set forth in California Civil Code §§ 5900-5920 (or any successor or replacement statutes) or alternative dispute resolution with a neutral third party pursuant to California Civil Code §§ 5925 – 5965 (or any successor or replacement statutes). The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure. After the expiration of thirty (30) days following Recordation of the Notice of Lien, the Board of Directors may enforce any assessment lien provided for in Section 5.8, hereinabove, which is in excess of One Thousand Eight Hundred Dollars (\$1,800.00) (not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest), or more than twelve (12) months delinquent, (i) by filing an action for judicial foreclosure or (ii) by instituting a nonjudicial foreclosure by the trustee named in the Notice of Lien or by a trustee substituted pursuant to California Civil Code § 2934a (or any successor or replacement statute), by recording a notice of default in the form described in California Civil Code § 2924c(b)(1) (or any successor or replacement statute) to commence a nonjudicial foreclosure sale. A nonjudicial foreclosure sale shall be conducted in accordance with requirements of California Civil Code §§ 2924, 2924b, 2924c, 2924f, 2924g, and 2924h (or any successor or replacement statutes) applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any manner permitted by law. The decision to initiate foreclosure of a lien for delinquent assessments that has been validly Recorded shall be made only by the Board and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board members in an executive session. The Board shall record the vote in the minutes of the next meeting of the Board open to all Members. The Board shall maintain the confidentiality of the defaulting Owner(s) by identifying the matter in the minutes by the Lot or Dwelling Unit number, rather than the name of the Owner(s). A Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale. If the Board votes to foreclose upon the Lot, the Board shall provide notice by personal service in accordance with the manner of service of summons in accordance with California Code of Civil Procedure § 415.10 to the defaulting Owner who occupies the Dwelling Unit or to such Owner's legal representative. The Board shall provide written notice to a defaulting Owner who does not occupy the Dwelling Unit by first-class mail, postage prepaid, at the most current address shown on the books of the Association. The Association, through its agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Lot, and the defaulting Owner shall be required to pay the reasonable rental value for such Lot during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same, but this provision or any institution of suit to recover a money judgment shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a suit at law or in equity initiated pursuant to this Section shall include reasonable attorneys' fees as fixed by the court. Notwithstanding any provision in the law or in this Declaration to the contrary, a nonjudicial foreclosure by the Association to collect upon a debt for delinquent assessments shall be subject

to the right of redemption, as provided in California Civil Code § 5715(b) (or any successor or replacement statute), which right shall run for a period of ninety (90) days after the sale.

5.10 Priority of Assessment Lien.

The lien of the Assessments, including interest and costs of collection (including attorneys' fees), provided for herein shall be subordinate to the lien of any first Mortgage of record (meaning any Recorded Mortgage or Deed of Trust) upon any Lot made in good faith and for value and Recorded prior to the date on which the lien became effective. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage with priority over the Assessment lien shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liens for any Assessments thereafter becoming due. When the Mortgagee of a first Mortgage of record with priority over the Assessment lien or other purchaser of a Lot obtains title pursuant to a judicial or nonjudicial foreclosure of that first Mortgage, such acquirer of title, his or her successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer; provided, however, that all such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses thereafter collectible from all of the Owners of Lots in the Project, including such acquirer of title, and his or her successors and assigns.

5.11 Capital Contributions to the Association.

Upon acquisition of record title to a Lot from Declarant, each Owner of a Lot shall contribute to the capital of the Association an amount equal to each Owner's proportionate share of two (2) monthly installments of Annual Assessments from the built-out Budget (as reflected in the Final Subdivision Public Report). This amount shall be deposited by the buyer into the purchase and sale escrow and disbursed therefrom to the Association or to Declarant if Declarant has previously advanced such funds to the Association with respect to this capital contribution obligation. These capital contributions represent start-up funds for operating the Association Property and are not a prepayment of any Annual Assessments.

ARTICLE VI

6. Project Easements and Rights of Entry.

6.1 Easements.

(a) Access. Declarant expressly reserves for the benefit of and grants to the Association and the Owners reciprocal, nonexclusive easements for access, ingress and egress over all of the Association Property, which easements may be conveyed by Declarant to the Owners and to the Association for so long as Declarant owns any interest in the Property, including any private streets or driveways currently existing in the Association Property or subsequently added to it, which easements may be conveyed by Declarant to Owners and to the Association for so long as Declarant owns any interest in the Property. Subject to the provisions of the Restrictions governing use and enjoyment thereof including, without limitation, the provisions for restriction of Owner access to the Association Property upon the terms and for the reasons set forth in Section

3.4 above, the easements may be used by all Owners and their Family, guests, tenants and invitees residing on or temporarily visiting the Property, for walkways, vehicular access and such other purposes reasonably necessary for use and enjoyment of a Lot in the Project.

(b) Maintenance and Repair. Declarant expressly reserves for the benefit of and grants to the Association, the Board of Directors, and all agents, officers and employees of the Association, nonexclusive easements over the Property as necessary to maintain and repair the Association Property, the Association Maintenance Areas and the Association Maintained Walls, and to perform all other tasks in accordance with the provisions of this Declaration. Such easements over the Property shall be appurtenant to, binding upon, and shall pass with the title to, every Lot conveyed.

(c) Utility Easements. Declarant expressly reserves the right of Declarant, and following expiration of the Declarant's rights, the right of the Association to grant additional easements and rights-of-way over the Property to utility companies and public agencies, as necessary, for the proper development, disposal and operation of the Property. Such right of Declarant shall expire (i) with respect to any Phase of Development, upon Close of Escrow for the sale of all Lots in such Phase by Declarant, or (ii) with respect to all Phases, upon expiration of seven (7) years from the date of close of escrow for conveyance of the first Lot in Phase 1 to an Owner other than a successor Declarant.

(d) Association Maintenance Areas Easements. Declarant expressly reserves for the benefit of the Association, and hereby grants to the Association nonexclusive easements over the Association Maintenance Areas depicted on Exhibit "C" attached hereto, as necessary or appropriate to maintain driveways, landscaping, fencing, gates and other Improvements located within the Association Maintenance Areas, and to perform all other tasks required of the Association on those Association Maintenance Areas in accordance with the provisions of this Declaration. Such easements over the Association Maintenance Areas shall be binding upon each Lot and the Owners thereof, and the title of each Owner to his or her Lot shall be subject thereto. The Owner whose Lot includes Association Maintenance Areas shall not do or allow anything to be done which would conflict or interfere in any way with the Association's maintenance of the Association Maintenance Areas, including, without limitation, installing any landscaping or erecting any Improvement or barrier over, across or upon the Association Maintenance Areas.

(e) Maintenance by Owners. Each Owner is hereby granted an easement across the Association Property and any adjacent Lot as necessary to discharge his or her responsibility for maintenance of fences, walls, landscaping or slopes in accordance with Section 2.9.

(f) Drainage, Support and Encroachments. Declarant, the Association and Owners of contiguous Lots shall have a reciprocal easement appurtenant to each of the Lots over the adjacent Lots and the Association Property for the purpose of (1) lateral and sub-adjacent support, (2) accommodating any existing encroachment of any wall or any Improvement (including, without limitation, utility equipment and other structural appurtenances) resulting from the original construction by Declarant, and (3) maintaining the same and accommodating authorized construction, reconstruction, repair, shifting, movement or natural settling of the

Improvements or any other portion of the Project housing their respective Lots. Easements and reciprocal negative easements for utility services and repairs, replacement and maintenance of the same over all of the Association Property are specifically reserved for the benefit of the Owners. Declarant expressly reserves for the benefit of the Association Property, and for the benefit of the Owners and the Association, reciprocal nonexclusive easements for drainage of water (including drainage from any surface or sub-surface drainage system) resulting from the normal use of adjoining Lots or Association Property over, across and upon each of the Lots and the Association Property. The foregoing easements shall not unreasonably interfere with each Owner's use and enjoyment of his or her Lot. No portion of the Association Property, including, without limitation, parking areas and other amenities contemplated as a part of the Property, are proposed to be leased by Declarant to the Owners or to the Association.

(g) Drainage Easements. Declarant expressly reserves for the benefit of the Association and the Owners, easements for drainage purposes and for purposes of installation, maintenance, repair, replacement and removal of underground and surface drainage structures, Improvements and basins over and across the portions of the Property described and depicted on Exhibit "D" attached hereto or identified in any Notice of Addition as a Drainage Easement (individually, a "Drainage Easement" and collectively, the "Drainage Easements"). The Lot Owner whose Lot includes a Drainage Easement shall not do or allow anything to be done which would conflict or interfere in any way with the use of the Drainage Easement for its intended use, including, without limitation, erecting any Improvement or barrier over, across or upon the Drainage Easement, installing any landscaping that could damage or interfere with any underground drainage structures, or altering in any way the slope, contour or unobstructed nature of the area. The Association shall perform all maintenance and repair work necessary or appropriate to the use of each Drainage Easement and the drainage structures, Improvements and basins located therein, and shall restore any surface landscaping damaged or destroyed in connection with the repair, replacement or removal of any underground drainage structures, Improvements, or basins. Notwithstanding the existence of the Drainage Easement, the Lot Owner whose Lot is subject to that easement shall nevertheless retain responsibility for maintaining all surface areas of the portion of the Lot subject to that Drainage Easement, including all landscaping, hardscape, fencing and other like Improvements, in accordance with Section 2.9 above (except to the extent such area is located within an Association Maintenance Area to be landscaped and maintained by the Association).

6.2 Rights of Entry.

The Board of Directors shall have a limited right of entry in and upon the Association Property and the space comprising the Lots for the purpose of inspecting the Project, and taking whatever corrective or maintenance action may be deemed necessary or proper by the Board of Directors, consistent with the provisions of this Declaration, including, without limitation, assuring that the Lots and any slope landscaping, drainage areas, and septic system thereon are maintained in accordance with all applicable legal requirements and any original landscaping and drainage plan which may have been installed by Declarant and assuring that the Association Maintained Wall is properly maintained, repaired and, if necessary, replaced. However, such entry upon a Lot shall be made, except to effect emergency repairs or other emergency measures or in the normal course of maintaining the Association Maintenance Areas or the Association Maintained Wall, only after three (3) days' prior written notice to the Owner of

such Lot and after authorization of two-thirds (2/3rd) of the Board of Directors. Nothing herein shall be construed to impose any obligation upon the Association to maintain or repair any property or Improvements required to be maintained or repaired by the Owners. Nothing in this Article VI shall in any manner limit the right of the Owner to exclusive occupancy and control over his or her Lot or the interior of his or her Dwelling Unit. However, an Owner shall permit a right of entry to the Board of Directors or any other person authorized by the Board of Directors, as reasonably necessary, such as in case of any emergency originating in or threatening his or her Lot or the Dwelling Unit thereon, whether the Owner is present or not. Any damage caused to a Lot or Dwelling Unit by such entry by the Board of Directors or by any person authorized by the Board of Directors shall be repaired by the Association as a Common Expense of the Association.

ARTICLE VII

7. Declarant's Rights and Reservations.

Nothing in the Restrictions shall limit, and neither any Owner nor the Association shall do anything to interfere with, the right of Declarant to subdivide or resubdivide any portion of the Property, or to complete Improvements to and on the Association Property or any portion of the Property owned solely or partially by Declarant, or to alter the foregoing or its construction plans and designs, or to construct such additional Improvements as Declarant deems advisable in the course of development of the Property so long as any Lot in the Project remains unsold; provided, that an alteration of Declarant's construction plans shall require prior approval of VA and FHA if such alteration is inconsistent with the general plan of development approved by VA and FHA.

The rights of Declarant hereunder shall include, but shall not be limited to, the exclusive right to install, maintain, locate, relocate and reconfigure such structures, displays, signs, billboards, flags, sales offices, construction offices, model homes, interior design and decorator centers, materials storage areas, and parking areas for employees, agents and prospective buyers as may be reasonably necessary or convenient in Declarant's judgment for the proper development and disposition of the Lots located within the Project by sale, resale, lease or otherwise, and the right to use any portion of the Project necessary to provide ongoing maintenance, operation, service, construction, punch-out, and repairs to individual Lots and Association Property. Notwithstanding anything in the Restrictions which is or appears to be to the contrary, Declarant may use any Lots owned by Declarant in the Project or portions of the Association Property as model homes and/or real estate sales or leasing offices; provided that use of such office shall be limited to construction of the Project and/or sales, resales and leasing of the Lots located on the Property.

Declarant need not seek or obtain Architectural Committee approval of any Improvement constructed, reconstructed, modified or placed by Declarant on any portion of the Property by Declarant, or seek or obtain Architectural Committee approval of the construction upon the Annexable Territory, or a portion thereof, of a project(s) of a type different than the Improvements previously constructed by Declarant upon the Property, or the annexation of all or a portion of the Annexable Territory containing such other project or projects to this Declaration pursuant to Article XVI below. Declarant also reserves the right (but not the obligation), subject to DRE review and acceptance of a revised budget for the Project, to provide for a "split roll" or

“cost center” dues structure, so that the maintenance costs associated with maintenance of Association Property, or identified elements thereof, within separate portions of the Project are segregated and borne by the Owners of the Lots within those portions of the Project. Each Owner, with the exception of the VA, hereby grants, upon acceptance of his or her deed to his or her Lot, an irrevocable, special power of attorney to Declarant to execute and Record all documents and maps necessary to allow Declarant to exercise its rights under this Article VII. Declarant and its prospective purchasers of Lots shall be entitled to the nonexclusive use of the Association Property and recreational facilities, if any, thereon, without further cost for access, ingress, egress, use or enjoyment, in order to show the Property to those prospective purchasers, to dispose of the Property as provided herein, and to develop and sell the Annexable Territory. Declarant, its successors and tenants, shall also be entitled to the nonexclusive use of any portions of the Property which comprise private streets, drives and walkways for the purpose of ingress, egress and accommodating vehicular and pedestrian traffic to and from the Property and the Annexable Territory. The use of the Association Property by Declarant shall not unreasonably interfere with the use thereof by the other Members. Each Owner, by accepting a deed to a Lot, hereby acknowledges that the activities of Declarant may temporarily or permanently impair the view of such Owner and may constitute an inconvenience or nuisance to the Owners, and hereby consents to such impairment, inconvenience or nuisance. This Declaration shall not limit the right of Declarant to establish, reserve, and/or grant additional licenses, easements, reservations and rights-of-way to itself, to utility companies, to cable television companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Project.

Notwithstanding any other provisions of this Declaration to the contrary, and without limiting Declarant’s unilateral rights provided elsewhere in this Declaration or in the Restrictions, until such time as Owners other than Declarant own at least ninety percent (90%) of the Lots within the Project, or until the fifth (5th) anniversary of the first Close of Escrow for a Lot, whichever occurs first, Declarant’s written consent shall be required before the Association may take any action with respect to the following:

(a) Reduction in the level of, or change in allocation of responsibility for maintenance of and repairs to all or any portion of the Association Property subject to this Declaration, or any other maintenance obligations of the Association set forth in this Declaration;

(b) Conveyance by the Association of all or any portion of the Association Property;

(c) Alteration in the method of fixing and collecting Assessments or any increases in Assessments beyond the amounts permitted under Article V of this Declaration;

(d) Modification of the enforcement and review procedures of the Architectural Committee, or any change in the architectural and landscaping design originally installed by Declarant;

(e) Modification to Improvements on the Association Property or to the level or frequency of maintenance of the Association Property; or

(f) Alteration in the method of enforcing the provisions of this

Declaration.

Each Owner, by accepting a deed to a Lot, hereby irrevocably appoints Declarant as his or her attorney-in-fact, for himself or herself and each of his or her Mortgagees, optionees, grantees, licensees, trustees, receivers, lessees, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns, whether voluntary or involuntary, for a period of ten (10) years after the close of escrow for the sale of the last Lot in the Project covered by a Final Subdivision Public Report and hereby grants to Declarant an irrevocable limited power of attorney coupled with an interest for Declarant to act as his or her attorney-in-fact in connection with any modification to the development plans of all or any portion of the Project. Each Owner hereby acknowledges and agrees that this irrevocable limited power of attorney is: (a) retained for the benefit of the Declarant and not the Owner; and (b) created by Owner's acceptance of a deed to a Lot and as part of the consideration for the purchase and sale of a Lot. Based on the foregoing, each Owner further acknowledges and agrees that this irrevocable limited power of attorney is "coupled with an interest" and, pursuant to § 2356 of the California Civil Code, as same may be amended, from time to time, may not be terminated by: (a) the Owner's revocation of such limited power of attorney; (b) the Owner's death; or (c) the Owner's incapacity to contract. In furtherance thereof and subject to the limitations and restrictions set forth in this Article, Declarant shall have the right and power as a duly authorized attorney-in-fact to perform any of the following actions:

(a) To prepare, execute, acknowledge and record any map, lot line adjustment, certificate of compliance or record of survey affecting the Project;

(b) 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 law;

(c) To make applications for any property reports or public reports, or amendments thereto, or exemption from the requirements therefor required or permitted by federal and State statutes, rules and regulations relating to the sale, lease, transfer or other disposition of subdivided lands;

(d) To deliver any public reports or property reports, or amendments thereto, obtain receipts and offer and administer rescission rights required by law;

(e) 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 by law;

(f) To prepare, execute, acknowledge and record any deeds, waivers, releases, reconveyances or other documentation which may be permitted or required to (i) clear title to any constructed or unconstructed Units in the Project, (ii) evidence the modifications made to the Project pursuant to this Section, or (iii) correct any errors or omissions in any deed or other instruments; and

(g) To prepare, execute, acknowledge and record on behalf of the Owners and the Association any easement over the Association Property and any easement

reasonably necessary for the development and disposition of Lots within the Project.

(h) Notwithstanding any other provision of this Declaration, any amendment to this Declaration that causes a deviation from the Conditions of Approval and/or any material change to the Project as approved by the County of Riverside, may not be made without the prior written approval of the Planning Director of the County of Riverside or the County's successor-in-interest.

The Association shall provide Declarant with all notices and other documents to which a Beneficiary is entitled pursuant to this Declaration, provided that Declarant shall be provided such notices and other documents without making written request therefor.

If any portion of the Annexable Territory is not annexed to this Project pursuant to the provisions of this Declaration, and that portion of the Annexable Territory requires ingress and egress access over private streets located within the Project and/or access to and use of common utilities within the Project, easements shall exist and are hereby reserved in favor of the owners of that portion of the Annexable Territory for reasonable vehicular and pedestrian traffic and reasonable use of the common utilities for residential development; provided, that, in that event, the properties benefitted by that easement, and the owners thereof, shall be obligated to pay their equitable share of the cost of maintenance and repair of said private streets and utilities, and, as a condition to the effectiveness of such easements, the properties benefitted, and the owners thereof shall be subjected to Recorded covenants obligating them to pay annual and special assessments for the costs of maintenance and repair of said streets. In the event of any disagreement as to the reasonableness of said annual and/or special assessments, or the division thereof, the matter shall be submitted to a neutral arbitrator approved by the Board and the representative of the owners benefitted by such easements or, in the absence of agreement on such arbitrator, by a judicial reference action pursuant to Code of Civil Procedure §§ 638-645.1 or any successor statutes thereto.

Declarant shall have the right to assign any or all of its rights and obligations in this Declaration to any successor in interest by a written assignment. Notwithstanding any other provision of this Declaration to the contrary, the prior written approval of Declarant, which may be granted or withheld in its sole discretion, will be required before any amendment to this Article VII shall be effective. The foregoing rights established and reserved by Declarant shall be subject only to the applicable regulations and requirements of the DRE and the city or county in which the Project is located.

In addition to Declarant's rights as an Owner and a Member, Declarant shall have the following rights: (1) access to and the right to inspect the Association books and financial records; (2) access to and the right to inspect the Association's maintenance records; (3) access to and the right to inspect the Association Property; (4) right to receive notice of, attend and speak at all meetings of the Members; and (5) 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.

ARTICLE VIII

8. Dwelling Unit and Use Restrictions.

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

8.1 Single Family Dwelling Units.

Each Dwelling Unit shall be used exclusively for single Family residential purposes, subject to the exemption granted Declarant under Article VII of this Declaration. An Owner may rent or lease his or her Lot to a single Family pursuant to the Leasing Provisions set forth herein.

(a) Leasing Provisions. The following provisions shall govern leasing of Lots:

(1) General. Lots may be leased only in their entirety pursuant to a single lease agreement with only occupants permitted under this Declaration. All leases must be in writing and for an initial term of not less than six months, except with Board approval. Within seven (7) days after executing a lease agreement for the lease of a Lot, the Lot Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Lot. The Owner must provide the lessee with copies of the Declaration, Bylaws, and Rules and Regulations.

(2) Compliance with Restrictions and Liability for Assessments. Each Owner and each lessee, by occupancy of a Lot, covenants and agrees that any lease for a Lot shall contain the following provisions and agrees that if such provisions are not expressly contained therein, then such provisions shall be deemed incorporated into the lease by existence of this covenant on the Lot:

(A) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Restrictions and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure compliance with the foregoing. The Owner shall cause all occupants and guests of his or her Lot to comply with the Restrictions and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants and guests are fully liable and may be separately sanctioned for any such violation. Unpaid fines shall, at the election of the Board, be recorded as a lien against the Lot, provided any such lien shall not be subject to non-judicial foreclosure under California Civil Code §§ 2924a, 2924b and 2924c (or any successor or replacement statutes).

(B) Violation of Restrictions. Any violation of the Restrictions by the lessee, any occupant, or any guest of lessee, shall be deemed a default under the terms of the lease and shall authorize the Owner to terminate the lease without liability and to evict the lessee in accordance with California law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from such violations, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof.

If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be a Special Assessment and lien against the Lot.

(C) Liability for Assessments. When a Lot Owner who is leasing his or her Lot fails to pay any Annual Assessment or other Assessment or any other charge to be paid by the Owner to the Association pursuant to this Declaration for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all such rent until all unpaid amounts owned by the Owner to the Association have been paid in full. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. 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.

(b) Inapplicability to Declarant and Holders of First Mortgages. Section 8.1 shall not apply to any leasing transaction entered into by Declarant, or by the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

8.2 Parking and Vehicular Restrictions.

(a) Authorized Vehicles. The following vehicles are Authorized Vehicles: motorized land vehicles designed and used primarily for non-commercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people; recreational vehicles (e.g., motorhomes, travel trailers, camper vans, boats, etc.); two-wheel motorcycles; and pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Subject to Sections 8.2(c) and 8.2(d) below, Authorized Vehicles may be parked in any portion of a Lot intended for parking of motorized vehicles.

(b) Prohibited Vehicles. The following vehicles are Prohibited Vehicles: commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, etc.), buses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, inoperable vehicles or parts of vehicles, aircraft, other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board. Prohibited Vehicles shall not be parked, stored or kept on any public or private street or driveway within, adjacent to or visible from the Property or on any other Association Property parking area unless specifically authorized by the Board. Prohibited Vehicles may only be parked within an Owner's fully enclosed garage with the door closed so long as their presence on the Property does not otherwise violate the provisions of this Declaration.

(c) General Restrictions. All Authorized Vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Lot and kept within the Property shall be parked in the assigned garage of that Owner to the extent of the space available therein, or in a designated parking area within the Lot or on the driveway within such Owner's Lot, if no garage space remains available; provided, that each Owner shall maintain his or her garage in a manner which ensures that it is capable of accommodating at least the number of vehicles for which it was originally designed. There shall be no parking in the driveways, if to do so obstructs

free traffic flow within the streets, constitutes a nuisance, violates the Rules and Regulations, or otherwise creates a safety hazard. No repair, maintenance or restoration of any vehicle shall be conducted on the Property except within an enclosed garage when the garage door is closed, provided such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance.

(d) Parking Regulations. The Board may establish additional regulations as it deems appropriate in its sole discretion with regard to any of the Authorized Vehicles. In any event, no parking shall be permitted in any fire lanes located in the Project. Any parking areas established on the Association Property shall be subject to such further reasonable control and use limitations as the Board of Directors may establish. The Board shall determine, in its discretion, whether there is a violation of the parking and vehicular restrictions set forth in this Declaration or established by the Board, and, if such noncompliance is determined by the Board to exist, the Board shall have the power to enforce all parking and vehicle use regulations applicable to the Property, including the power to remove violating vehicles from any of the Property pursuant to California Vehicle Code § 22658.2 or other applicable statute.

8.3 Nuisances.

No noxious or offensive activities (including but not limited to the repair of motor vehicles) shall be carried on upon the Property or on any public street abutting or visible from the Property. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Dwelling Unit and its contents, shall be placed or used in any Lot. No loud noises, noxious odors, noisy or smoky vehicles, large power equipment or large power tools (excluding lawn mowers and other equipment utilized in connection with ordinary landscape maintenance), unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Project, shall be located, used or placed on any portion of the Property or on any public street abutting or visible from the Property, or exposed to the view of other Owners without the prior written approval of the Architectural Committee. The Board of Directors of the Association shall have the right to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance. No Owner shall permit or cause anything to be done or kept upon the Property or on any public street abutting or visible from the Property which may increase the rate of insurance on Lots or on the Property, or result in the cancellation of such insurance, or which will obstruct or interfere with the rights of other Owners. No Person shall commit or permit any nuisance on the Property. Each Owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a Dwelling Unit. Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of children and any other Family members or persons residing in or visiting his or her Lot. Any damage to the Association Property, personal property of the Association, or property of another Owner, caused by such children, Family members or other persons, shall be repaired at the sole expense of the Owner of the Lot where such children, Family members or other persons are residing or visiting.

8.4 Signs.

Subject to California Civil Code §§ 712, 713 and 4710 (or any applicable successor statute), no signs shall be displayed to the public view on any Lot or Dwelling Unit or on any other portion of the Project, except non-commercial signs may be displayed within a Lot or Dwelling Unit that are approved by the Board or a committee appointed by the Board, that conform to the Rules and Regulations regarding signs, and that conform to the requirements of State law, and applicable local ordinances. "For Sale" or "For Rent" or "For Exchange" signs shall be allowed to be displayed within areas of the Project that are designated in the Rules and Regulations regarding such signs, and that conform to the requirements of State law, and applicable local ordinances, provided the design, dimensions and locations are reasonable. An Owner or his or her agent may display one (1) such "For Sale" or "For Rent" or "For Exchange" sign within his or her Lot or Dwelling Unit and one (1) sign in the Association Property advertising directions to the Owner's Lot which is for sale, rent, or exchange, provided the design, dimensions and locations are reasonable and comply with the Rules and Regulations regarding signs, and comply with the requirements of State law, and applicable local ordinances. These restrictions on display of signs apply to signs that are visible from the exterior of a Lot or Dwelling Unit, and are not intended to restrict signs that may be seen only from within the Lot or Dwelling Unit in which the sign(s) is displayed. The Board shall also have the right, but not the obligation, to erect within the Association Property a master directory of Lots which are for sale or for lease. This Section 8.4 shall not apply to any signs used by Declarant or its agents in connection with the sale of Lots or the construction or alteration of the Lots or Association Property, traffic and visitor parking signs installed by Declarant, and traffic and parking control signs installed with the consent of the Board. Notwithstanding the foregoing, nothing contained in this Section 8.4 shall be construed in such manner as to permit the maintenance of any sign which is not in conformance with any ordinance of the city or county in which the Property is located.

8.5 Antenna.

No radio station, satellite or shortwave operators of any kind shall operate from any Lot or any other portion of the Property unless approved by the Architectural Committee. With the exception of any master antenna maintained by the Association or any cable system maintained by applicable cable franchisee, no exterior radio antenna, "C.B." antenna, television antenna, receiving station, satellite dish or other antenna of any type (collectively, "Signal Reception Device") shall be erected or maintained anywhere in the Property, without the approval of the Architectural Committee. In considering whether to approve any such application for installation of a Signal Reception Device and what conditions, if any, to impose thereon, the Committee may consider any clearly defined safety objective, the impact of any such Signal Reception Device upon Project aesthetics and uniformity of appearance, and any potential structural damage arising from such Signal Reception Device, provided that any restriction imposed by the Committee shall be reasonable, as required by California Civil Code § 4725 (or any successor or replacement statute) and rules and regulations promulgated by the Federal Communications Commission pursuant to § 207 of the Telecommunications Act of 1996 (collectively, the "Antenna Statutes"). In no event shall the Committee impose any requirement in violation of the Antenna Statutes that would unreasonably delay or prevent installation, maintenance or use of such Signal Reception Device, unreasonably increase the cost of installation, maintenance or use, or prevent reception of an acceptable quality signal. In reviewing an application for approval to install a Signal Reception

Device, the Committee shall apply the same standards, criteria and guidelines to such application as applicable to any other proposed exterior improvement to any Lot and shall not impose any differential or discriminatory requirements applicable only to a proposed Signal Reception Device. In granting approval of the installation of any such Signal Reception Device, the Architectural Committee may further condition such approval upon compliance with any reasonable restrictions authorized by Antenna Statutes, including, without limitation, provisions concerning the maintenance, repair, or replacement of roofs or other Dwelling Unit components and requirements for the installing Owner to indemnify the Association and its Members for loss or damage caused by the installation, maintenance, or use of those Improvements.

8.6 Inside and Outside Installations.

No outside installation of any type, including but not limited to clotheslines, shall be constructed, erected or maintained on any Lot, excepting antenna installed by Declarant as a part of the initial construction of the Property and except as may be installed by, or with the prior consent of the Architectural Committee. No balcony, patio or deck covers, wiring, air conditioners, water softeners, or other machines shall be installed on the exterior of the buildings of the Project or be allowed to protrude through the walls or roofs of the buildings (with the exception of those items installed during the original construction of the Project), unless the prior written approval of the Architectural Committee is secured. Outdoor patio or lounge furniture, plants and barbecue equipment may be maintained pursuant to rules and procedures of the Architectural Committee. The type and color of all exposed window coverings shall be subject to the prior written approval of the Architectural Committee. Notwithstanding the specificity of the foregoing, no exterior addition, change or alteration to any Lot or Dwelling Unit shall be commenced without the prior written approval of the Architectural Committee. No Owner shall cause or permit any mechanic's lien to be filed against any portion of the Project for labor or materials alleged to have been furnished or delivered to the Project or any Lot for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Board may discharge the lien and charge the Owner a Special Assessment for such cost of discharge.

8.7 Animal Regulations.

No animals, livestock, reptiles, insects, poultry or other animals of any kind shall be kept in any Dwelling Unit or Lot except that usual and ordinary domestic dogs, cats, fish, and birds inside bird cages, and any other animal designated by a local ordinance as a permitted household pet within the Project's zoning area, may be kept as household pets within any Dwelling Unit or Lot provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities or sizes. As used in the Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets (except with regard to quantities of fish) per Dwelling Unit or Lot; provided, however, that the Board may determine that a reasonable number in any instance may be more. The Board shall have the right to limit the size of pets and may prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Property must be kept within an enclosed yard, within an enclosed patio or balcony or on a leash held by a person capable of controlling the animal. Furthermore, any Owner shall be liable to each

and all remaining Owners, their Families, guests and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Project by an Owner or by members of his or her Family, tenants or guests. It shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings on or otherwise used any portion of the Association Property or any public street abutting or visible from the Property.

8.8 Business or Commercial Activity.

No part of the Property shall be used for any business, professional, administrative, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending or other nonresidential purposes including, without limitation, any activity for which the provider is compensated in any way or receives any form of consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license; except that Declarant, its successors and assigns may use any portion of the Property for a model home site and for sales and leasing purposes in accordance with Article VII hereof. Notwithstanding the foregoing, the provisions of this Section 8.8 shall not preclude any of the above-described activities without external evidence thereof, provided that all of the following conditions are fulfilled: (a) such activities are conducted in conformance with all applicable governmental ordinances; (b) the patrons or clientele of such activities do not visit the Lot or park automobiles or other vehicles within the Property; (c) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Lot; (d) no such activity increases the liability or casualty insurance obligation or premium of the Association; and (e) such activities are consistent with the residential character of the Property and conform with the provisions of this Declaration. Additionally, the provisions of this Section 8.8 shall not preclude the following:

Family day care center for children which are specifically authorized by California Health and Safety Code § 1597.40 and other applicable state statutes. The owner/operator of the day care center shall comply with all local and state laws regarding the licensing and operating of a day care center and, in addition, shall (i) name the Association as an additional insured on the liability insurance policy or bond carried by the owner/operator of the day care center, (ii) defend, indemnify and hold the Association harmless from any liability arising from the existence and operation of the day care center, (iii) comply with all of the Restrictions, and (iv) supervise and be completely responsible for children at all times while they are within the Project.

No Owner shall use his or her Lot in such a manner as to interfere unreasonably with the business of Declarant in selling Lots in the Project, as set forth in Article VII of this Declaration.

8.9 Rubbish Removal.

All rubbish, trash, garbage or other waste material shall be kept in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of neighboring Lots only when set out for a

reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours), and shall be placed on the Association Property immediately in front of the Owner's Dwelling Unit, or such other location as may be designated from time to time by the Board in its Rules and Regulations. Each Owner shall comply with all Restrictions imposed concerning the collection, sorting, separation and recycling of rubbish, trash, garbage or other waste materials. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor. No clothing, household fabrics or other unsightly articles shall be hung, dried or aired in such a way as to be visible from any other Lots, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or if appropriately screened from view. No plants or seeds infected with noxious insects or plant diseases shall be brought, grown or maintained upon the Property.

8.10 Further Subdivision.

Except as otherwise provided in Article VII, unless at least seventy-five percent (75%) of the first Mortgagees, or Owners representing seventy-five percent (75%) of the voting power of the Association residing in Owners other than Declarant have given their prior written approval and all applicable laws and regulations have been complied with, no Owner shall physically or legally subdivide his or her Lot in any manner, including without limitation, any division of his or her Lot or Dwelling Unit into time-share estates or time-share uses; provided, however, that this provision shall not be construed to limit the right of an Owner (1) to rent or lease all of his or her Lot by means of a written lease or rental agreement subject to the Restrictions of this Declaration, (2) to sell his or her Dwelling Unit or (3) to transfer or sell any Dwelling Unit to more than one Person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property. Any failure by the lessee of the Lot to comply with the terms of this Declaration, the Bylaws of the Association, the Rules and Regulations or any other Restrictions shall constitute a default under the lease or rental agreement. Notwithstanding the foregoing, no Lot in the Project may be partitioned or subdivided without the prior written approval of the Beneficiary of any first Mortgage on that Lot. This Section 8.10 may not be amended without the prior written approval of the Beneficiaries of at least seventy-five percent (75%) of the first Mortgages of Lots in the Project.

8.11 Drainage.

There shall be no interference with or alteration of the established drainage pattern over the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee, and which must comply with the County approved drainage plans. For the purpose hereof, "established" drainage in any Phase is defined as the drainage which exists at the time of the first Close of Escrow for the sale of a Lot in such Phase, or that which is shown on any plans approved by the Architectural Committee, and shall include drainage from the Lots onto the Association Property and from the Association Property onto the Lots. If cross lot drainage facilities are located on a Lot, the Owner of such Lot shall be responsible for maintaining and cleaning the portion of the cross lot drainage facilities located within such Owner's Lot to prevent any obstruction and blockage to such cross lot drainage facilities. No Owner shall permit or cause anything to be done or kept upon such Owner's Lot which may obstruct or interfere with the reasonable use of the cross lot drainage facilities.

8.12 Water Supply System.

No individual water supply or water softener system shall be permitted in any Lot unless such system is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of any applicable water district, the locality in which the Property is located, and all other applicable governmental authorities. Any sewage disposal system shall be installed only after approval by the Architectural Committee and any governmental health authority having jurisdiction.

8.13 Front Wall Set-Back.

All walls and/or fences on any Lot shall be set back so that no portion of any wall or fence will extend further than the front of the Dwelling Unit on such Lot.

8.14 Damage and Destruction to Dwelling Units.

If all or any portion of any Dwelling Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Dwelling Unit to rebuild, repair or reconstruct the same in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty or as otherwise approved by the Architectural Committee. The Owner of any damaged Dwelling Unit shall be obligated to proceed with all due diligence hereunder, and such Owner shall cause reconstruction to commence within six (6) months after the damage occurs and to be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond his or her reasonable control. A transferee of title to the Lot containing a Dwelling Unit which is damaged shall commence and complete reconstruction within the respective periods which would have remained for the performance of such obligations if the Owner of the Lot at the time of the damage still held title to the Lot. However, in no event shall such transferee of title be required to commence or complete such reconstruction in less than ninety (90) days from the date such transferee acquired title to Lot.

8.15 Window Coverings.

No window in any Dwelling Unit shall be covered in whole or in part, inside or outside, with aluminum foil, newspaper, paint, reflective tint or any other material reasonably deemed by the Architectural Committee to be inappropriate for such use; provided, however, that an Owner may use plain white sheets to cover windows for a period of time not to exceed three (3) months after Close of Escrow pending the installation of drapes, curtains, shutters or other appropriate interior window coverings.

8.16 Association Property Facilities.

Nothing shall be altered or constructed in or removed from the Association Property, nor shall any change or alteration in the original landscaping plan for the Association Property or the Association Maintenance Areas or any acquisition of additional Association Property or addition to the Association Property be undertaken without the approval of the Board of Directors.

8.17 Association Maintained Wall.

The Association Maintained Wall shall not be removed, reconstructed or modified (whether as to structure, finish or color) without the prior approval of the Board and any applicable governmental entity with jurisdiction thereof. Upon any damage to or destruction of the Association Maintained Wall, the Association shall restore same (using, so far as possible, materials identical to those used originally by Declarant) to its original condition as constructed by Declarant. The Architectural Committee shall strictly enforce the terms of this provision. This Section 8.18 shall not preclude the Association from assessing charges to individual Owners for structural damage to the Association Maintained Wall caused by such Owner or Owner's Family members, guests, invitees or agents.

8.18 Post-Tension Concrete System.

In the event a Dwelling Unit is built using a post-tension concrete system ("System"), then by acceptance of a deed to a Lot, each Owner acknowledges and understands that the System involves placing steel cables under high tension in the concrete slab foundation located beneath the Dwelling Unit. Therefore, any attempt to alter or pierce the foundation (for example, saw cutting, drilling or installation of a subterranean floor safe) could damage the integrity of the System and/or cause serious injury or damage or death to persons and damage to personal property. By accepting a deed to a Lot, each affected Owner specifically covenants and agrees that: (i) he or she shall not cut into or otherwise tamper with the System; (ii) he or she shall not knowingly permit or allow any other person to cut into or tamper with the System; (iii) he or she shall disclose the existence of the System to any tenant, lessee or subsequent purchaser of the Lot; and (iv) Declarant shall not be responsible for any damage or injury resulting from or arising in connection with the alteration of the System by the Owner or any employee, agent, Family member, lessee, contractor or other representatives of the Owner, and Owner shall indemnify, defend and hold Declarant harmless with respect to any such damage or injury.

8.19 Temporary Buildings.

No outbuilding, basement, tent, shack, shed, or other like temporary building of any kind shall be placed upon any portion of any Lot, either temporarily or permanently, without the Architectural Committee's approval. No garage, carport, trailer, camper, motorhome, recreation vehicle or other vehicle shall be used as a residence in the Property, either temporarily or permanently.

8.20 Drilling.

No oil drilling, oil, gas, or mineral development operations, oil refining, geothermal exploration or development, quarrying or mining operations of any kind shall be permitted upon or in any Lot or the Association Property, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any Lot or within five hundred feet (500') below the surface of the Property. No derrick or other structure designed for use in boring for water, oil, geothermal heat or natural gas shall be erected, maintained, or permitted upon any Lot.

8.21 Solar Energy Systems.

Each Owner may install a solar energy system on his or her Lot which serves his or her Dwelling Unit so long as (a) the design and location of the solar energy system meets the requirements of applicable zoning district ordinances and the "California Building Code" and associated ordinances, and (b) to the extent it does not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, the system should not be visible from the public view. The provisions of this Section 8.22 are subject to all applicable government statutes, rules, and requirements, and this Section 8.22 shall be construed, limited, or modified as necessary to comply with such governmental provisions.

8.22 Rights of Handicapped.

Subject to the provisions of Article IV of this Declaration, each Owner shall have the right to modify his or her Dwelling Unit and the route over the Lot leading to the front door of his or her Dwelling Unit, at Owner's sole cost and expense, in order to facilitate access to his or her Dwelling Unit by persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to such persons.

8.23 Firearms and Fireworks.

The display and discharge of firearms or fireworks on the Association Property is prohibited; provided that the display of lawful firearms on the Association Property is permitted by law enforcement officers and also is permitted for the limited purpose of transporting lawful firearms across the Association Property to or from the Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

8.24 Hazardous, Toxic, Flammable, Corrosive or Explosive Materials.

No Owner nor any Family member, tenant, lessee, agent, employee, licensee, or guest shall at any time bring onto or store in or on the Project any hazardous, toxic, flammable, corrosive or explosive solid, liquid, gas, or chemical substance or other material which may be hazardous to any Person or property, except for household items, handled, stored and applied in accordance with all applicable government restrictions, which are normal and customary to the use and enjoyment of a residential dwelling. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemical treatments shall meet federal, state, county, and city requirements. Under no circumstances may explosives or fireworks be stored by Owners on their Lots or elsewhere within the Project. Nothing other than natural rain water may be discharged into the storm drains and storm drainage system located on the Property. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservative and other such fluids shall not be discharged into storm drains or storm drainage systems on the Property or into any street, public or private. All water softeners installed in a Lot must be commercially serviced.

ARTICLE IX

9. Insurance.

9.1 Duty to Obtain Insurance; Types.

The Board shall cause to be obtained and maintained adequate blanket public liability insurance (including medical payments), with such limits as may be considered acceptable to FNMA (not less than Two Million Dollars (\$2,000,000)) covering all claims for personal injury and property damage arising out of a single occurrence), insuring against liability for bodily injury, death and property damage arising from the activities of the Association and its Members, or from activities of the officers and directors of the Association acting in their capacity as representatives of the Association, with respect to the Association Property and the Association Maintenance Areas. To the extent there is any improvement within the Association Property which would require casualty insurance, the Board shall also cause to be obtained and maintained fire and casualty insurance with extended coverage, without deduction for depreciation, in an amount as near as possible to the full replacement value of the Association Property and the Association Maintenance Areas and all Improvements thereon. Such insurance shall be maintained for the benefit of the Association, the Owners, and the Mortgagees, as their interests may appear as named insured, subject, however, to loss payment requirements as set forth herein. The Board of Directors shall purchase such other insurance and endorsements, as it determines necessary, including, but not limited to, casualty, errors and omissions, directors, officers and agents liability insurance, plate glass insurance, medical payments, malicious mischief, liquor liability and vandalism insurance, flood insurance, fidelity bonds and worker's compensation, and insurance against such other risks as is customarily carried with respect to planned interest developments similar in construction, location and use; provided, that, in any event, the Board shall maintain such insurance coverage as necessary to satisfy all requirements of (i) FNMA, FHLMC, GNMA, (so long as any of which is a Mortgagee or Owner of a Lot within the Project) except to the extent such coverage is not available or has been waived in writing by FNMA, GNMA, and FHLMC, as applicable, and (ii) California Civil Code §§ 5800 and 5805 (or any successor or replacement statutes). Fidelity bond coverage which names the Association as an obligee must be obtained by or on behalf of the Association for any person or entity handling funds of the Association, including, but not limited to, officers, directors, trustees, employees and agents of the Association and employees of the Manager of the Association, whether or not such Persons are compensated for their services, in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the Manager, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than the sum equal to one-fourth (1/4) of the Annual Assessments on all Lots in the Project, plus reserve funds.

9.2 Waiver of Claim Against Association.

As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board of Directors and Declarant, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said Persons.

9.3 Right and Duty of Owners to Insure.

It is the responsibility of each Owner to provide insurance on Owner's personal property and upon all other property and Improvements within his or her Lot, including without limitation, his or her Dwelling Unit. Nothing herein shall preclude any Owner from carrying any public liability insurance as he or she deems desirable to cover Owner's individual liability for damage to person or property occurring on his or her individual Lot or elsewhere upon the Property. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him or her to the Association, to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

9.4 Notice of Expiration Requirements.

If available, each of the policies of insurance maintained by the Association shall contain a provision that said policy shall not be canceled, terminated, materially modified or allowed to expire by its terms, without ten (10) days' prior written notice to the Board and Declarant, and to each Owner and Beneficiary, insurer and guarantor of a first Mortgage and every other Person in interest who requests such notice of the insurer. In addition, fidelity bonds shall provide that they may not be canceled or substantially modified without ten (10) days prior written notice to any insurance trustee named pursuant to Section 9.6 and to each FNMA servicer.

9.5 Insurance Premiums.

Insurance premiums for any blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Board of Directors shall be a Common Expense to be included in the Annual Assessments levied by the Association and collected from the Owners. That portion of the Annual Assessments necessary for the required insurance premiums shall be separately accounted for by the Association and shall be used solely for the payment of premiums of required insurance as such premiums become due.

9.6 Trustee for Policies.

The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. Unless the applicable insurance policy provides for a different procedure for the filing of claims, all claims made under such policy shall be sent to the insurance carrier or agent, as applicable, by certified mail and be clearly identified as a claim. A record of all claims made shall be kept by the Association. All insurance proceeds under any such policies as provided for in Section 9.1 above shall be paid to the Board of Directors as trustees. The Board shall have full power to receive and to acknowledge receipt of the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article X of this Declaration. The Board is hereby granted the authority to negotiate

loss settlements with the appropriate insurance carriers, with participation, to the extent they desire, of first Mortgagees within ten (10) days of receipt of notice of any damage or destruction as provided in Article X of this Declaration. Any two (2) officers of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insureds. Notwithstanding the foregoing, there may be named as an insured, a representative chosen by the Board, including a trustee with whom the Association may enter into an insurance trust agreement or any successor to such trustee who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions necessary to accomplish this purpose.

9.7 Actions as Trustee.

Except as otherwise specifically provided in this Declaration, the Board, acting on behalf of the Association and all Owners, shall have the exclusive right to bind such parties in respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance, in a manner satisfactory to Beneficiaries of seventy-five percent (75%) of the first Mortgages held by first Mortgagees who have filed requests under Section 9.4. Duplicate originals or certificates of all policies of fire and casualty insurance maintained by the Association and of all renewals thereof, together with proof of payment of premiums, shall be delivered by the Association to all Owners and Mortgagees who have requested the same in writing.

9.8 Annual Insurance Review.

The Board shall review the insurance carried by or on behalf of the Association at least annually, for the purpose of determining the amount of the casualty and fire insurance referred to in Section 9.1 above. If economically feasible, the Board shall obtain a current appraisal of the full replacement value of the Improvements on the Property except for foundations and footings, without deduction for depreciation, from a qualified independent insurance appraiser, prior to each such annual review.

The Board shall, upon issuance or renewal of the Association policy of public liability insurance, but no less than annually, notify its Members as to the amount and type of liability insurance carried by the Association, and it shall accompany this notification with statements to the effect that the Association is or is not insured to the levels specified by California Civil Code § 5805 (or any successor or replacement statute), and that if not so insured, Owners may be individually liable for the entire amount of a judgment arising solely as a result of an act or omission occurring on the Association Property, and if the Association is insured to the levels specified in said Section, then Owners may be individually liable only for their proportional share of assessments levied to pay the amount of any judgment which exceeds the limits of the Association's liability insurance.

9.9 Required Waiver.

All policies of physical damage insurance shall provide, if reasonably possible, for waiver of the following rights, to the extent that the respective insurers would have the rights without such waivers:

- (a) subrogation of claims against the Owners and tenants of the Owners;
- (b) any defense based upon coinsurance;
- (c) any right of setoff, counterclaim, apportionment, proration or contribution by reason of other insurance not carried by the Association;
- (d) any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner, or arising from any act, neglect, or omission of any named insured or the respective agents, contractors and employees of any insured;
- (e) any right of the insurer to repair, rebuild or replace, and, if the Improvement is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the Improvements insured;
- (f) notice of the assignment of any Owner of his or her interest in the insurance by virtue of a conveyance of any Lot;
- (g) any right to require any assignment of any Mortgage to the insurer.
- (h) any denial of an Owner's claim because of negligent acts by the Association or other Owners; and
- (i) prejudice of insurance by any acts or omissions of Owners that are not under the Association's control.

ARTICLE X

10. Damage to Association Property.

Damage to or destruction of all or any portion of the Association Property shall be handled in the following manner:

(a) If the Association Property is damaged or destroyed, the Association shall cause the Association Property to be repaired and reconstructed substantially as it previously existed.

(b) If the cost of effecting total restoration of the Association Property exceeds the amount of insurance proceeds, the Association shall cause the Association Property to be repaired and reconstructed substantially as it previously existed, and the difference between the insurance proceeds and the actual cost of reconstruction shall be levied as a Reconstruction Assessment against each Lot and its respective Owner.

(c) To the extent of funds available for restoration, any restoration or repair of the Association Property shall be performed substantially in accordance with the original plans and specifications unless other action is approved by Beneficiaries of fifty-one percent (51%) of the first Mortgages on Lots in the Property.

(d) The Board, immediately upon having knowledge of any damage or destruction affecting a material portion of the Association Property, shall promptly notify all Owners and Beneficiaries, insurers and guarantors of first Mortgages on Lots in the Project who have filed a written request for such notice with the Board. The Board, immediately upon having knowledge of any damage or destruction affecting a Lot, shall promptly notify any Beneficiary, insurer or guarantor of any Mortgage encumbering such Lot who has filed a written request for such notice with the Board.

ARTICLE XI

11. Eminent Domain.

If at any time all or any portion of the Association Property, or any interest therein, is taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the award in condemnation (exclusive of any severance damages peculiar to, and affecting only, a particular Lot and recoverable by the Owner thereof) shall be paid to the Association. Any such award payable to the Association shall be deposited in the Operating Fund. No Member shall be entitled to participate as a party, or otherwise, in any proceedings relating to such condemnation; provided, each Owner shall be entitled to separately pursue any severance damages applicable to his or her Lot and recoverable by that Owner as provided above. The Association shall have the exclusive right to participate in such proceedings and shall, in its name alone, represent the interests of all Members. The Board of Directors, immediately upon having knowledge of any taking by eminent domain affecting a material portion of the Association Property, or any threat thereof, shall promptly notify all Owners and those Mortgagees, insurers and guarantors of Mortgages on Lots in the Project who have filed a written request for such notice with the Board. The Board, immediately upon having knowledge of any taking by eminent domain affecting a Lot, or any threat thereof, shall promptly notify any Mortgagee, insurer or guarantor of a Mortgage encumbering such Lot who has filed a written request for such notice with the Board.

ARTICLE XII

12. Rights of Mortgagees.

Notwithstanding any other provision of this Declaration, no amendment or violation of this Declaration shall operate to impair, defeat or render invalid the rights of the Beneficiary under any Deed of Trust upon a Lot made in good faith and for value, provided that after the foreclosure of any such Deed of Trust such Lot shall remain subject to this Declaration, as amended. For purposes of this Declaration, "first Mortgage" shall mean a Mortgage with first priority over other Mortgages or Deeds of Trust on a Lot, and "first Mortgagee" shall mean the Beneficiary of a first Mortgage. For purposes of any provision of this Declaration or the other Restrictions which require the vote or approval of a specified percentage of first Mortgagees, such vote approval shall be determined based upon one (1) vote for each Lot encumbered by each such first Mortgage. In order to induce VA, FHA, FHLMC, GNMA and FNMA to participate in the financing of the sale of Lots within the Project, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of this Declaration or any other of the Restrictions, these added restrictions shall control):

(a) Mortgagees, insurers or guarantors of first Mortgages will be entitled to timely written notice of:

(1) any condemnation loss or any casualty loss which affects a material portion of the Project or any Lot on which there is a first Mortgage held, insured, or guaranteed by such Mortgagee insurer or guarantor, as applicable; or

(2) any default in performance of obligations under the Project Documents or delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to a first Mortgage held, insured or guaranteed by such Mortgagee, insurer or guarantor, which remains uncured for a period of sixty (60) days; or

(3) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or

(4) any proposed action under this Declaration which would require the consent of a specified percentage of the first Mortgagees; or

(b) Every Owner, including every first Mortgagee of a Mortgage encumbering any Lot, who obtains title to such Lot pursuant to the remedies provided in such Mortgage, or pursuant to foreclosure of the Mortgage, or by deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" created or purported to be created by the Restrictions.

(c) Each first Mortgagee of a Mortgage encumbering any Lot, which obtains title to such Lot, pursuant to judicial foreclosure or the powers provided in such Mortgage, shall take title to such Lot free and clear of any claims for unpaid assessments or charges against such Lot which accrued prior to the time such Mortgagee acquires title to such Lot in accordance with Section 5.10.

(d) Unless at least sixty-seven percent (67%) of the first Mortgagees or sixty-seven percent (67%) of the Owners (other than Declarant) have given their prior written approval, neither the Association nor the Owners shall:

(1) by act or omission seek to abandon or terminate the Project;
or

(2) change the method of determining the obligations, assessment dues or other charges which may be levied against any Owner or change the pro rata interest or obligations of any Lot for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, unless the change is due to the annexation of additional phases as authorized in this Declaration; or

(3) partition or subdivide any Lot; or

(4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Association Property unless due to the annexation of additional phases as authorized in this Declaration. (The granting of easements for public utilities or for other

purposes consistent with the intended use of the Association Property under this Declaration and the granting of exclusive easements to Owners over portions of the Association Property to conform the boundaries of the Association Property to the as-built location of Improvements installed or constructed by the Declarant, shall not be deemed a transfer within the meaning of this clause); or

(5) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or control of, the exterior appearance of Improvements on the Property or the maintenance of the Lots or the Association Property; or

(6) fail to maintain or cause to be maintained fire and extended coverage on insurable Association Property as provided in Article IX of this Declaration; or

(7) use hazard insurance proceeds for losses to any Property (i.e., Improvements to the Lots or Association Property) for other than the repair, replacement or reconstruction of such Property, except as provided by statute in case of substantial loss to the Lots or Association Property.

(e) All Mortgagees, insurers and guarantors of first Mortgages shall have the right to (1) examine the books and records of the Association, including current copies of all the Restrictions and financial statements, during normal business hours, (2) upon written request, require the Association to submit an annual audited financial statement (prepared at the expense of the requesting party if such statement is not otherwise prepared by the Association) for the preceding Fiscal Year within one hundred twenty (120) days of the end of the Association's Fiscal Year, (3) upon written request, receive written notice of all meetings of the Owners, and (4) designate in writing a representative to attend all such meetings. All Owners shall also have the right to examine the books and records of the Association, including current copies of all the Restrictions and financial statements, during normal business hours.

(f) All Mortgagees, insurers and guarantors of first Mortgagees shall be given sixty (60) days' written notice prior to the effective date of (1) any proposed material amendment to the Restrictions; (2) any termination of an agreement for professional management of the Property following any decision of the Owners to assume self-management of the Project; and (3) any proposed termination of the Property as a planned residential development.

(g) The Reserve Fund described in Article V of this Declaration must be funded by regular scheduled monthly, quarterly, semiannual, or annual payments rather than by large special assessments.

(h) The Board shall secure and cause to be maintained in force at all times a fidelity bond for any Person handling funds of the Association, including, but not limited to, employees of the professional Manager.

(i) No provision of the Restrictions shall be construed or applied to give any Owner, or any other party, priority over any rights of the Mortgagees of a first Mortgage in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of Lots and/or Association Property.

(j) In addition to the foregoing, the Board may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of VA, FHA, FHLMC, FNMA or GNMA or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first Mortgages encumbering Lots. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential Mortgage borrowers and potential sellers of their residential Lots, if such agencies approve the Property as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage encumbering a Lot.

(k) Each Owner hereby authorizes the first Mortgagee of a first Mortgage on his or her Lot to furnish information to the Board concerning the status of such first Mortgage and the loan which it secures.

(l) First Mortgagees may require the Association to use professional management upon the approval of the majority of the Mortgagees of first Mortgages in the Project. When professional management has been previously required by the Restrictions or a Mortgagee, insurer, or guarantor of a first Mortgage, any decision to establish self-management by the Association shall require the approval of sixty-seven percent (67%) of the voting power of the Association and fifty-one percent (51%) of the Mortgagees of first Mortgages of Lots in the Project.

(m) All intended Improvements in any Phase of Development other than Phase 1 shall be substantially completed or the completion of such Improvements shall be secured by a bond or other arrangement acceptable to the DRE prior to the first Close of Escrow for the sale of a Lot in such Phase.

(n) First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Association Property and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for Association Property, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

(o) It is the intent of Declarant that this Declaration and the Articles and Bylaws of the Association, and the Project in general, shall now and in the future meet all requirements necessary to purchase, guarantee, insure, or subsidize any mortgage of a Lot in the Project by FNMA, FHLMC, GNMA, FHA and VA. The Association and each Owner shall take any action or shall adopt any resolutions required by Declarant or the Board to conform this Declaration or the Project to the requirements of any of these entities or agencies.

ARTICLE XIII

13. Duration and Amendment.

13.1 Duration.

This Declaration shall run with the land and shall continue in full force and effect for a term of sixty (60) years from the date of Recordation hereof, after which time the same shall

be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is Recorded, satisfying the requirements of an amendment to this Declaration as set forth in Section 13.2. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Lot from the concomitant Membership in the Association, as long as this Declaration shall continue in full force and effect.

13.2 Amendment.

(a) Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting or election of the Association at which a proposed amendment is to be considered. The resolution shall be adopted by the vote, in person or by proxy, or written consent of Members representing not less than (i) sixty-seven percent (67%) of the voting power of the Association, and (ii) sixty-seven percent (67%) of the voting power of the Association residing in Members other than Declarant, provided that the specified percentage of the voting power of the Association necessary to amend a specified section or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that section or provision. So long as there exists a Class B membership, the prior approval of the VA and FHA shall be required for any amendment of this Declaration if they are providing financing with respect to any Lot. A draft of the proposed amendment shall be submitted to VA and FHA for approval prior to its approval by the Membership of the Association.

(b) In addition to the required notice and consent of Members and Declarant provided above, the Mortgagees of fifty-one percent (51%) of the first Mortgages on all the Lots in the Project must approve any amendment to this Declaration which is of a material adverse nature to Mortgagees, including, without limitation, the following:

(1) Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protection granted to Mortgagees, insurers or guarantors of first Mortgages as provided in Articles V, IX, X, XI, XII and XIII hereof.

(2) Any amendment which would necessitate an encumbrancer after it has acquired a Lot through foreclosure to pay more than its proportionate share of any unpaid assessment or assessments accruing after such foreclosure.

(3) Any amendment which would or could result in an encumbrance being canceled by forfeiture, or in a Lot not being separately assessed for tax purposes.

(4) Any amendment relating to the insurance provisions as set out in Article IX hereof, or to the application of insurance proceeds as set out in Article X hereof, or to the disposition of any money received in any taking under condemnation proceedings.

(5) Any amendment which would or could result in partition or subdivision of a Lot in any manner inconsistent with the provisions of this Declaration.

(6) Any amendment which would subject any Owner to a right of first refusal or other such restriction, if such Lot is proposed to be sold, transferred, or otherwise

conveyed.

(7) Any amendment concerning:

(A) The weight of any Owner's voting rights;

(B) Rights to use the Association Property;

(C) Reductions in reserves for or responsibility for maintenance, repair and replacement of the Association Property;

(D) Boundaries of any Lot;

(E) Leasing of Lots;

(F) Establishment of self-management by the Association where professional management has been required by any Mortgagee, insurer or guarantor of a first Mortgage;

(G) Expansion or contraction of the Project, or the addition, annexation or deannexation of real property to or from the Project; provided that the conveyance of any part of the Property to the Association as Association Property or the granting of licenses or easements over the Property shall not be considered expansion or contraction thereof;

(H) Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority or subordination of such liens; or

(I) Any provisions that expressly benefit Mortgage holders, insurers, or guarantors.

(c) Notwithstanding anything to the contrary contained in this Declaration, Sections 2.2(b), 2.2(c), 2.2(d) and 15.4 of this Declaration shall not be amended without the vote or approval by written ballot of at least (a) ninety percent (90%) of the voting power of the Members of the Association other than Declarant, and (b) at least ninety percent (90%) of the Mortgagees.

(d) Termination of this Declaration shall require approval by the Members as provided in subsection (a) of this Section 13.2. No such termination shall be effective unless it is also approved in advance either by fifty-one percent (51%) of the Mortgagees of the first Mortgages on all of the Lots in the Project (if said termination is proposed by reason of the substantial destruction or condemnation of the Project) or by sixty-seven percent (67%) of such Mortgagees (if said termination is for reasons other than such substantial destruction or condemnation). Any distribution of excess funds held by the Association upon the termination of the Project shall be made equally to each Owner.

(e) Each Mortgagee of a first Mortgage on a Lot in the Project which receives proper written notice of a proposed amendment or termination of this Declaration by

certified or registered mail with a return receipt requested shall be deemed to have approved the amendment or termination if the Mortgagee fails to submit a response to the notice within sixty (60) days after the Mortgagee receives the notice.

(f) A copy of each amendment shall be certified by at least two (2) officers of the Association, and the amendment shall be effective when a Certificate of Amendment is Recorded. The Certificate, signed and sworn to by two (2) officers of the Association, stating that the requisite number of Owners and Mortgagees have either voted for or consented in writing to any amendment adopted as provided above, when Recorded, shall be conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents, for a period of at least four (4) years.

(g) Notwithstanding any other provision of this Section 13.2, at any time prior to the first Close of Escrow for the sale of a Lot within Phase 1, Declarant may unilaterally amend or terminate this Declaration by Recording a written instrument which effects the amendment or termination and is signed and acknowledged by Declarant.

(h) Notwithstanding any other provision of this Declaration, for so long as Declarant owns any portion of the Property or Lot therein, Declarant may, in its sole discretion, unilaterally amend this Declaration by Recording a written instrument signed by Declarant without the consent of the Association or any other Owner, provided that such amendment is made (1) to correct a typographical error or internal inconsistency herein, and such amendment does not adversely affect the interest of any Owner without such Owner's written consent, or (2) to conform this Declaration to the requirements of VA, FHA, DRE, FNMA, GNMA or FHLMC then in effect or to any applicable statutory legal requirements.

(i) Notwithstanding any other provision of this Declaration, any amendment to this Declaration that causes a deviation from the Conditions of Approval and/or any material change to the Project as approved by the County of Riverside, may not be made without the prior written approval of the Planning Director of the County of Riverside or the County's successor-in-interest.

13.3 Protection of Declarant.

The prior written approval of Declarant, as developer of the Property, will be required before any amendment which would impair or diminish the rights of Declarant to complete the Property or sell or lease Lots therein in accordance with this Declaration shall become effective. Notwithstanding any other provisions of the Restrictions, until such time as (i) the third anniversary of the date on which Declarant is no longer entitled to add Annexable Territory to the Property without the consent of the Association pursuant to Section 16.1, or (ii) Declarant no longer owns any Lots in the Property and no longer has the right to add Annexable Territory to the Property without the consent of the Association pursuant to Section 16.1, whichever occurs first, the following actions, before being undertaken by the Association, shall first be approved in writing by Declarant:

(a) Any amendment or action requiring the approval of first Mortgagees pursuant to this Declaration, including without limitation all amendments and actions specified in Section 13.2;

(b) The annexation to the Property of real property other than the Annexable Territory pursuant to Section 16.2;

(c) The levy of a Capital Improvement Assessment for the construction of new facilities not constructed on the Association Property by Declarant;

(d) Subject to Section 5.4 regarding limitations on Annual Assessment increases, any significant reduction of Association maintenance or other services; or

(e) Any modification of the rights reserved and granted to Declarant herein, including, without limitation, those rights set forth in Section 6.1, Article VII, and Article XV.

ARTICLE XIV

14. Enforcement of Certain Bonded Obligation.

14.1 Consideration by Board of Directors.

If (1) the Improvements to be located on the Association Property in any Phase of Development are not completed prior to the issuance of a Final Subdivision Public Report for that Phase by the DRE for the sale of Lots in the Project, and (2) the Association is obligee under a bond or other arrangement ("Bond") required by the DRE to secure performance of the commitment of Declarant to complete such Improvements, the Board of Directors of the Association shall consider and vote on the question of action by the Association to enforce the obligations under the Bond, with respect to any such Improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that Improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Improvement on the Association Property, the Board shall be directed to consider and vote on the aforesaid question (if a Notice of Completion has not been filed), within thirty (30) days after the expiration of the extension.

14.2 Consideration by the Members.

A special meeting of Members, for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the failure of the Board to consider and vote on the question, shall be held no fewer than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting signed by Members representing five percent (5%) of the total voting power of the Association residing in Members other than Declarant. A vote at such meeting to take action to enforce the obligations under the Bond by Members representing a majority of the total voting power of the Association residing in Members other than Declarant shall be deemed to be the decision of the Association, and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

ARTICLE XV

15. General Provisions.

15.1 Legal Proceedings; Arbitration; Actions Arising From Restrictions.

Failure to strictly comply with any of the terms of the Restrictions by an Owner, his or her Family, guests, employees, contractors, invitees or tenants, shall be grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of any lien, or any combination thereof. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce that provision, or any other provision hereof. The Board, any Owner (not at the time in default hereunder), or Declarant (so long as Declarant is an Owner) shall be entitled to bring an action for damages against any defaulting Owner, and in addition may enjoin any violation of this Declaration. Any judgment rendered in any action or proceeding pursuant to this Declaration shall include a sum for attorneys' fees in such amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, late payment fee, costs of collection and court costs, and interest thereon. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive. Each Owner shall have a right of action against the Association for the failure by the Association to comply with the Restrictions.

Notwithstanding anything above to the contrary, any action or claim for enforcement of the Restrictions shall be subject to the following provisions:

(a) Claims for Declaratory Relief or Enforcement of Project Documents: Prior to the filing of an enforcement action for declaratory, injunctive, or writ relief in conjunction with a claim for monetary damages not in excess of Five Thousand Dollars (\$5,000), the Board, or any Owner who seeks such relief, shall first endeavor to submit the matter to alternative dispute resolution in compliance with the provisions of California Civil Code §§ 5925 – 5960 (or any successor or replacement statutes).

(b) The Board shall comply with the requirements of California Civil Code § 5965 (or any successor or replacement statute) by providing Members of the Association annually with a summary of the provisions of Article 3 (commencing with California Civil Code § 5925) of Chapter 10 (Division 4, Part 5) of the California Civil Code (or any successor or replacement statute), including the following language:

“Failure of a Member of the Association to comply with the alternative dispute resolution requirements of § 5930 of the California Civil Code may result in the loss of your right to sue the Association or another Member of the Association regarding enforcement of the Governing Documents or the applicable law.”

15.2 Notification of Construction Claims.

(a) Before the Association or any Owner commences an action for damages against Declarant, Declarant's general contractor or broker, or either of their agents and employees, based upon a claim for defects in the design or construction of the “Common Interest Development” as defined in California Civil Code § 4100 (or any successor or replacement

statute), or any portion thereof, all of the requirements of subsections (b), (c) and (d) below shall be met.

(b) A resolution authorizing the Board to commence an action or arbitration must be approved by Members representing more than sixty-seven percent (67%) of the voting power of the Association. The Board shall provide notice by first-class mail to all Members of a special meeting of Members, for the purpose of voting to authorize the Board to initiate an action or arbitration based upon a claim for defects in the design or construction of the Common Interest Development or any portion thereof, not less than thirty (30) nor more than sixty (60) days prior to the date of such a meeting. The notice to the Members shall include all of the following information:

- (1) A description of the disputes;
- (2) A certification from an engineer licensed in the State of California that a repair issue exists, along with a description of the scope of work necessary to cure such repair issue;
- (3) The estimated cost to repair such repair issue;
- (4) The name and professional background of the attorney(s) the Association may want to retain to pursue the claim against Declarant and a description of the relationship between such attorney and any members of the Board (if any);
- (5) Estimated attorneys' fees, expert fees and other costs necessary to pursue the claim against Declarant and the source of funds which will be used to pay such fees and expenses;
- (6) The estimated time necessary to conclude the action against Declarant;
- (7) Potential benefits and adverse consequences of a civil action, including among other things, potential effects on property values and any disclosure regarding such action which may be required to be disclosed to lenders and prospective purchasers of Lots in the Project;
- (8) How the action will be funded;
- (9) Offers of settlement; and
- (10) How proceeds from the action or settlement of such action would be used.

(c) All applicable requirements of California Civil Code §§ 6000 and 6150, as such Sections may be amended from time to time, or any successor statute thereto shall be satisfied (notwithstanding the fact that said § 6000 does not by its terms apply to Owners), including, without limitation, all notice and dispute resolution requirements.

(d) The Association shall finance any legal proceeding with monies that are specifically collected for same and may not borrow money or use the reserve funds or other monies collected for specific Association obligations other than legal fees.

15.3 Notice to Members of Other Civil Action Against Declarant.

(a) Not later than thirty (30) days prior to the filing of any civil action by the Association against the Declarant for alleged damage to the Association Property, or alleged damage to the Lots or Dwelling Units that arises out of, or is integrally related to, damage to the Association Property, the Board of Directors of the Association shall provide a written notice to each Member of the Association who appears on the records of the Association when the notice is provided. This notice shall specify all of the following:

(1) That a meeting will take place to discuss problems that may lead to the filing of a civil action;

(2) The options, including civil actions or arbitration, that are available to address the problems; and

(3) The date, time and place of such meeting.

(b) Notwithstanding subdivision (a), if the Association has reason to believe that the applicable statute of limitations will expire before the Association files the civil action or arbitration demand, the Association may give the notice, as described above, within thirty (30) days after the filing of the action.

15.4 Alternative Dispute Resolution.

(a) Disputes and Remedies. In addition to the notification and dispute resolution procedures set forth in Sections 15.2 and 15.3 and notwithstanding anything in the Restrictions to the contrary, it is the desire and intention of this Section to provide an expedited means of resolving any claims, disputes and disagreements which may arise between Owner or the Association and the Declarant (individually a "Declarant Party," collectively the "Declarant Parties") after the Close of Escrow or other conveyance of any portion of the Property by Declarant concerning the Property and/or any express or implied warranties that are not resolved pursuant to any applicable statutory dispute resolution procedures (individually referenced to herein as "Dispute" and collectively as "Disputes"). Initially, the Declarant Parties will attempt to resolve any Dispute asserted by an Owner or the Association of which it is given notice. If the Dispute cannot be resolved between the parties in this manner, it will be decided through the arbitration procedure as set forth below. Alternatively, a Declarant Party, an Owner or the Association may elect to resolve such Disputes through a small claims court proceeding. **THIS PROCESS INVOLVES WAIVER OF THE RIGHT TO A JURY TRIAL. BY EXECUTING THIS DECLARATION, DECLARANT, AND BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, EACH OWNER AND THE ASSOCIATION, AGREE TO BE BOUND BY THE PROVISIONS OF THIS SECTION.**

(1) Notice. Any person with a claim defined as a Dispute, above ("Claimant"), shall notify the Declarant Party in writing of the claim, which writing shall describe

the nature of such claim and any proposed remedy (“Claim Notice”).

(2) **Right to Inspect and Right to Take Corrective Action.**

Within a reasonable period after receipt of the Claim Notice, which period shall not exceed sixty (60) days, the Declarant Party and the Claimant(s) shall meet at a mutually-acceptable place within or near the Project to discuss the Dispute. At such meeting or at such other mutually agreeable time, Declarant Party and its representatives shall have full access to the property that is subject to the Dispute claim and shall have the right to conduct inspections, testing and/or destructive or invasive testing the same in a manner deemed appropriate by Declarant Party which rights shall continue until such time as the Dispute is resolved as provided in this Section. The parties to the Dispute shall negotiate in good faith in an attempt to resolve the claim. If Declarant Party elects to take any corrective action, Declarant Party and its representatives and agents shall be provided full access to the Project that is subject to the Dispute to take and complete corrective action.

(3) **California Civil Code §§ 6000, 6100 and 6150.**

Nothing contained herein shall be deemed a waiver or limitation of the provisions of California Civil Code § 6150 (or any successor or replacement statute) and Section 15.3 of the Declaration. If the Dispute is subject to the provisions of California Civil Code §§ 6000 and 6100, as they may be amended from time to time, compliance with the procedures of these Sections shall satisfy the requirements of Sections 15.4(a)(1) and 15.4(a)(2), as applicable. With respect to any suit that would be governed by California Civil Code § 6000, and as hereafter amended, if the parties had not agreed to arbitration hereunder, the Association or any other party required to proceed under California Civil Code § 6000 (or any successor or replacement statute) as a condition to filing a complaint must do so as a condition to commencing an arbitration. Compliance with California Civil Code § 6150 (or any successor or replacement statute) is a condition to the Association’s commencing an arbitration.

(4) **Mediation.**

If the parties to the Dispute that is not subject to California Civil Code § 6000 (or any successor or replacement statute) cannot resolve the claim pursuant to the procedures described in Section 15.4(a)(2) above (including, if applicable, California Civil Code § 6000 (or any successor or replacement statute) procedures), the matter shall be submitted to mediation pursuant to the mediation procedures adopted by the Judicial Arbitration and Mediation Services (“JAMS”) (except as such procedures are modified by the provisions of this Section) or any successor thereto or to any other entity offering mediation services that is acceptable to such parties. No person shall serve as a mediator in any Dispute in which the person has any financial or personal interest in the result of the mediation, except by the written consent of all parties to the Dispute participating in the mediation. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process. Except as provided in the Declaration of Alternative Dispute Resolution for Briddgewalk (“ADR Declaration”) as defined in Section 1.21 above, the Association and each Owner covenants that each shall not commence any litigation against Declarant without complying with the procedures described in this Section.

(A) **Position Memoranda; Pre-Mediation Conference.**

Within ten (10) days of the selection of the mediator, each party to the Dispute participating in the mediation shall submit a brief memorandum setting forth its position with regard to the issues that

need to be resolved. The mediator shall have the right to schedule a pre-mediation conference and all parties to the Dispute participating in the mediation shall attend unless otherwise agreed. The mediation shall be commenced within ten (10) days following the submittal of the memoranda and shall be concluded within fifteen (15) days from the commencement of the mediation unless the parties to the Dispute participating in the mediation mutually agree to extend the mediation period. The mediation shall be held in the county in which the Project is located or such other place as is mutually acceptable to the parties to the Dispute participating in the mediation.

(B) Conduct of Mediation. The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the Dispute. The mediator is authorized to conduct joint and separate meetings with the parties to the Dispute participating in the mediation and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the Dispute, provided the parties to the Dispute participating in the mediation agree and assume the expenses of obtaining such advice. The mediator does not have the authority to impose a settlement on the parties to the Dispute participating in the mediation.

(C) Exclusion Agreement. Prior to the commencement of the mediation session, the mediator and all parties to the Dispute participating in the mediation shall execute an agreement pursuant to California Evidence Code § 1115, *et seq.* or any successor statute in order to exclude the use of any testimony or evidence produced at the mediation in any subsequent dispute resolution forum, including, but not limited to, court proceedings, reference proceedings or arbitration hearings. Pursuant to California Evidence Code § 1115, *et seq.* the agreement shall specifically state that evidence of anything said or of any admission made in the course of the mediation is not admissible evidence, and disclosure of any such evidence shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given. Unless the document provides otherwise, no document prepared for the purpose of, or in the course of, or pursuant to, the mediation, or copy thereof, is admissible in evidence; and disclosure of any such document shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given. The provisions of California Evidence Code §§ 1115 through 1128 shall also be applicable to such mediation process.

(D) Persons Permitted at Sessions. Persons other than the parties to the Dispute participating in the mediation, their representatives and the mediator may attend mediation sessions only with the permission of the parties to the Dispute participating in the mediation and the consent of the mediator; provided, however, that such permission and consent shall not be required to allow participation of such party's insurer in the mediation to the extent required under such parties' liability insurance policy. Confidential information disclosed to a mediator by such parties or by witnesses in the course of the mediation while serving in such capacity shall be confidential. There shall be no stenographic record of the mediation process.

(E) Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including, but not limited to, the fees and costs charged by the mediator and the expenses of any witnesses or the cost of any proof or expert advice produced at the direct request of the mediator, shall be borne equally by the parties to the Dispute participating in the mediation unless they agree otherwise. Each party to the Dispute participating in the mediation shall bear its own attorneys'

fees and costs in connection with such mediation.

(5) **Arbitration.** Should either proceedings governed by California Civil Code § 6000 (or any successor or replacement statute), or mediation pursuant to Section 15.4(a)(4) above not be successful in resolving any Dispute, any and all claims, controversies, breaches or disputes (each a “dispute”) by or between or among the Association, any Owner or Owners, and/or Declarant Party arising from or related to this Declaration, the Association Property, any Lot, the sale of any Lot, or any transaction related hereto, whether such dispute is based on contract, tort, statute, or equity shall be determined and resolved by the alternative dispute resolution procedures set forth below:

(A) **Waiver of Trial by Judge or Jury.** The dispute shall be resolved through binding arbitration. The Claimant and Declarant each gives up the right to have their respective claims and defenses decided by a judge or a jury. Instead all claims and disputes will be decided by the arbitrator.

(B) **Rules Applicable to All Cases.** The arbitration will be conducted by Judicial Arbitration and Mediation Services (“JAMS”) in accordance with the JAMS rules (“JAMS Rules”) then applicable to the claims presented, as supplemented by this Section. The following supplemental rules shall apply to all arbitration proceedings and shall govern in the event of a conflict between the rules set forth below and the JAMS Rules.

(i) **Qualification of Arbitrators.** The arbitrator shall be neutral and impartial and either a retired judge or a member or former member of the California State Bar with at least ten (10) years’ experience as a practicing lawyer in the area of construction law.

(ii) **Appointment of Arbitrator.** The arbitrator to preside over the dispute shall be selected in accordance with the JAMS Rules, but no later than sixty (60) days after a notice of claim is filed.

(iii) **Expenses.** The fees and costs of the arbitration and/or the arbitrator shall be borne equally by the parties to the arbitration; provided, however, that the fees and costs of the arbitration and/or the arbitrator ultimately shall be borne as determined by the arbitrator; provided that the arbitrator may not award against any party any expenses in excess of those that would be recoverable as costs if the dispute had been litigated to final judgment in court.

(iv) **Preliminary Procedures.** If state or federal law requires the Claimant or Declarant to take steps or procedures before commencing an action in court, then the Claimant or Declarant must take such steps or follow such procedures, as the case may be, before commencing the arbitration. Nothing contained herein shall be deemed a waiver or limitation of the provisions of California Civil Code §§ 6000, 6100, or 6150 (or any successor or replacement statutes).

(v) **Rules of Procedure.** The arbitration shall be administered by JAMS pursuant to its streamlined arbitration rules and procedures when the amount in controversy is Two Hundred Fifty Thousand Dollars (\$250,000) or less.

(vi) Participation By Other Parties. Each Claimant and Declarant, to the extent either 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.

(vii) Rules of Law. The arbitrator must follow California substantive law (including statutes of limitations) but strict conformity with the Rules of Evidence is not required, except that the arbitrator shall apply applicable law relating to privilege and work product. The arbitrator shall be authorized to provide all recognized remedies available at law or equity for any cause of action.

(viii) Attorney's Fees and Costs. Each party shall bear its own attorneys' fees and costs (including expert witness costs) in the arbitration.

(C) Additional Rules Applicable to Certain Cases. In any arbitration in which a claim of any party exceeds Two Hundred Fifty Thousand Dollars (\$250,000) in value, the following additional rules will supplement the JAMS rules and govern in the event of a conflict between the following rules and the rules set forth above, the JAMS rules, or both.

(i) Qualifications of Arbitrator. The arbitrator shall be neutral and impartial and either a retired judge or a member or former member of the California State Bar with at least fifteen (15) years' experience as a practicing lawyer in the area of construction law with substantial experience in the resolution of complex construction disputes.

(ii) Rules of Procedure. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures.

(iii) Written Decision. Within thirty (30) days after the hearing is closed, the arbitrator must issue a written decision. If any party requests it, the arbitrator must issue a reasoned award.

(D) **AGREEMENT TO ARBITRATION AND WAIVER OF JURY TRIAL.** BY EXECUTING THIS DECLARATION, DECLARANT, AND BY ACCEPTING A DEED FOR THE ASSOCIATION PROPERTY OR A LOT, AS THE CASE MAY BE, THE ASSOCIATION AND EACH OWNER, AGREE (1) TO HAVE ANY DISPUTE DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT; (2) TO GIVE UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL; AND (3) TO GIVE UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS DECLARATION. IF ANY PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, SUCH PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS CONSISTENT WITH THE FEDERAL ARBITRATION ACT.

(E) Federal Arbitration Act. The Federal Arbitration Act (9 U.S.C. §1, *et seq.*) now in effect and as it may be hereafter amended will govern the interpretation and enforcement of these arbitration provisions.

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

(G) Severability. If the arbitrator or any court determines that any provision of this Section is unenforceable for any reason, that provision shall be severed, and proceedings in this Section shall be conducted under the remaining enforceable terms of this Section.

(H) Waiver of Jury Trial. In the event the foregoing arbitration provision is held not to apply or is held invalid, void or unenforceable in its entirety for any reason, all disputes shall be tried before a judge in a court of competent jurisdiction without a jury. The judge in such court of competent jurisdiction shall have the power to grant all legal and equitable remedies and award compensatory damages. This mutual waiver of jury trial shall be binding upon their respective successors and assigns and upon all persons and entities asserting rights or claims or otherwise acting on behalf of Declarant or Claimant or their successors and assigns.

(I) Application of Award. Any proceeds awarded to the Association or any Owner arising from any dispute by settlement, award or otherwise shall be applied first for the purpose of repairing any defect claimed under such dispute or replacing reserve funds previously utilized by the Association to cause such repairs and then to the costs of such litigation. Any excess proceeds shall be applied as determined by the Board or the Owner subject to any requirements established by the non-profit mutual benefit laws of the State of California and any other applicable laws.

(J) Statute of Limitations. Subject to the terms of Civil Code § 895, *et seq.* (or any successor or replacement statute), and as hereafter amended, nothing in this Section shall be considered to toll, stay, reduce or extend any applicable statute of limitations; provided, however, that the Declarant, the Association or any Owner shall be entitled to commence a legal action which in the good faith determination of the Declarant, the Association or Owner is necessary to preserve the Declarant's, the Association's or any Owner's rights under any applicable statute of limitations, provided that the Declarant, Association or Owner shall take no further steps in processing the action until it has complied with the procedures described above.

(K) Notwithstanding the foregoing, an aggrieved party may seek relief in a small claims court of competent jurisdiction, and nothing in this agreement shall prevent the parties from agreeing to mediate a dispute at any time.

(b) Notwithstanding any other provision of this Declaration to the contrary, this Section shall not be amended without the consent of Declarant and the vote or approval by written ballot of at least (a) ninety percent (90%) of the voting power of the Members

of the Association other than Declarant, and (b) at least ninety percent (90%) of the Mortgagees.

15.5 Violation of Restrictions.

Without in any way limiting the generality of the foregoing, if the Board of Directors determines that there is a violation of any provision of this Declaration, or the Architectural Committee determines that an Improvement which is the maintenance responsibility of an Owner is in need of installation, repair, restoration or painting, then the Board shall give written notice to the responsible Owner of the condition or violation complained of. Unless the Architectural Committee has approved in writing corrective plans proposed by the Owner to remedy the condition complained of within such period of time as may be determined reasonable by the Board after it has given said written notice, and such corrective work so approved is completed thereafter within the time allotted by the Board, the Board, after Notice and Hearing, shall undertake to remedy such condition or violation complained of, and the cost thereof shall be charged to the Owner whose Dwelling Unit is the subject matter of the corrective work. Such cost shall be deemed to be a Special Assessment to such Owner and shall be subject to enforcement and collection by the Board in accordance with the procedures provided for in this Declaration. The Board may also adopt a schedule of reasonable fines or penalties which, in its reasonable discretion, it may assess against an Owner for the failure of such Owner, or of a resident of or visitor to such Owner's Lot, to comply with any provision of the Restrictions. Such fines or penalties shall be deemed to be a Special Assessment and may only be assessed by the Board after Notice and Hearing.

15.6 Severability.

The provisions of this Declaration shall be deemed independent and severable, and a determination of invalidity or partial invalidity or unenforceability of any one provision or portion hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions hereof.

15.7 Interpretation.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of a planned residential development and for the maintenance of the Association Property and the Association Maintenance Areas, and any violation of this Declaration shall be deemed to be a nuisance. The Article and Section headings, titles and captions have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. As used herein, the singular shall include the plural and the masculine, feminine and neuter shall each include the other, unless the context dictates otherwise. In interpreting the Restrictions and the deed to any Lot, the physical as-built boundaries of Improvements, including any fences located on the boundary between two Lots, which are constructed or reconstructed in substantial accordance with the original plans for the Project shall be conclusively presumed to be the boundaries of the Lots, regardless of settling or lateral movement of the Improvements and regardless of minor variances between Lot boundaries, as defined in this Declaration, any Notice of Addition or any Lot deed, and the boundaries of those Improvements, as constructed or

reconstructed. As used in this Declaration, the term “including” shall be construed and understood to mean “including, without limitation” or “including, but not limited to.”

15.8 Mergers or Consolidations.

Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Property, together with the covenants and restrictions established upon any other property, as one (1) plan.

15.9 Use of Association Property.

The Board of Directors shall have the right to limit the number of guests that an Owner or such Owner’s tenant may permit to use the open parking areas or other facilities on the Association Property, and the Board shall have the right to set further reasonable restrictions on the time and manner of use of said parking areas, recreation facilities, and other facilities, in accordance with the Rules and Regulations, including, without limitation, Rules and Regulations restricting or prohibiting the use of all or designated portions of the recreation facilities of the Property by minors, guests of an Owner or his or her tenants.

15.10 No Public Right or Dedication.

Except as may otherwise be expressly provided herein, nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Property to the public, or for any public use; provided, that the foregoing provisions shall not be construed or understood to limit the effectiveness of any public dedication expressly set forth on any subdivision map or any other instrument Recorded with respect to the Property, or any portion thereof.

15.11 No Representations or Warranties.

No representations or warranties of any kind, express or implied, have been given or made by Declarant, or its agents or employees in connection with the Property, or any portion thereof, concerning its physical condition, zoning, compliance with applicable laws or fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof as a planned residential development project, except as specifically and expressly set forth in this Declaration and except as may be filed by Declarant from time to time with the DRE.

15.12 Nonliability and Indemnification.

(a) General Limitation. Except as specifically provided in the Restrictions or as required by law, no right, power, or responsibility conferred on the Board or the Architectural Committee by this Declaration, the Articles or the Bylaws shall be construed as a

duty, obligation or disability charged upon the Board, the Architectural Committee, any member of the Board or of the Architectural Committee, or any other officer, employee or agent of the Association. No such Person shall be liable to any party (other than the Association or a party claiming in the name of the Association) for injuries or damage resulting from such Person's acts or omissions within what such Person reasonably believed to be the scope of his or her Association duties ("Official Acts"), except to the extent that such injuries or damage result from such Person's willful or malicious misconduct. No such Person shall be liable to the Association (or to any party claiming in the name of the Association) for injuries or damage resulting from such Person's Official Acts, except to the extent that such injuries or damage result from such Person's negligence or willful or malicious misconduct.

(b) Indemnification. The Association shall pay all expenses incurred by, and satisfy any judgment or fine levied against, any person as a result of any action or threatened action against such Person to impose liability on such Person for his or her Official Acts, provided that:

(1) The Board determines that such Person acted in good faith and in a manner such Person reasonably believed to be in the best interests of the Association;

(2) In the case of a criminal proceeding, the Board determines that such Person had no reasonable cause to believe his or her conduct was unlawful; and

(3) In the case of an action or threatened action by or in the right of the Association, the Board determines that such Person acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Any determination of the Board required under this Section 15.12 must be approved by a majority vote of a quorum consisting of Directors who are not parties to the action or threatened action giving rise to the indemnification. If the Board fails or refuses to make any such determination, such determination may be made by the vote or written consent of a majority of a quorum of the Members of the Association, provided that the Person to be indemnified shall not be entitled to vote.

Payments made hereunder shall include amounts paid and expenses incurred in settling any such action or threatened action. This Section 15.12 shall be construed to authorize payments and indemnification to the fullest extent now or hereafter permitted by applicable law.

The entitlement to indemnification hereunder shall inure to the benefit of the estate, executor, administrator, heirs, legatees, or devisees of any Person entitled to such indemnification.

15.13 Notices.

Except as otherwise provided in this Declaration, in each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally to the Owner, in which case personal delivery of such notice to one (1) or more co-owners of a Lot or to any general partner of a partnership owning a Lot shall be deemed delivery to all co-owners or to the partnership, as the case may be. Personal delivery of such notice to any officer or agent for

the service of process on a corporation shall be deemed delivery to the corporation. In lieu of the foregoing, such notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to the Association or, if no such address shall have been furnished, to the street address of such Owner's Lot. Such notice shall be deemed delivered three (3) business days after the time of such mailing, except for notice of a meeting of Members or of the Board of Directors in which case the notice provisions of the Bylaws of the Association shall control. Any notice to be given to the Association may be delivered personally to any member of the Board, or sent by United States mail, postage prepaid, addressed to the Association at such address as shall be fixed from time to time and circulated to all Owners. Any notice to be given to the Declarant shall be delivered personally, or sent by registered or certified mail, return receipt requested, addressed to the principal office of the Declarant, or such other address as may be provided from time to time by the Declarant.

15.14 Priorities and Inconsistencies.

If there are conflicts or inconsistencies between this Declaration and the Articles of Incorporation, or the Bylaws of the Association, Rules and Regulations, or a Supplemental Declaration, then the terms and provisions of this Declaration shall prevail. If there are conflicts or inconsistencies between this Declaration and the Limited Warranty, the terms and provisions in the Limited Warranty shall prevail. However, Supplemental Declarations may supplement this Declaration in the manner addressed in this Declaration.

15.15 Constructive Notice and Acceptance.

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Property does hereby consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Property, or any portion thereof.

15.16 Declarant Delivery of Documents.

(a) Commencing not later than ninety (90) days after the Close of Escrow for the sale of the first Lot in Phase 1 of the Project, copies of the documents listed below, as soon as readily obtainable, shall be delivered by the Declarant to the Board of Directors at the office of the Association, or at such other place as the Board of Directors shall prescribe. The obligation to deliver the documents listed below shall apply to any documents obtained by the Declarant no matter when obtained, provided, however, such obligation shall terminate upon the earlier of (1) the conveyance of the last Lot in Phase 1 of the Project or (2) three (3) years after the expiration of the most recently issued Final Subdivision Public Report for Phase 1 of the Project:

- (1) The Recorded Subdivision Map or maps for Phase 1;
- (2) The deeds and easements executed by the Declarant conveying the Phase 1 Association Property to the Association, to the extent applicable;

(3) The Recorded Declaration, including all amendments thereto, and any Notice of Addition of Territory;

(4) The Association's filed Articles of Incorporation, and all amendments thereto;

(5) The Association's Bylaws, and all amendments thereto;

(6) All architectural guidelines and all other rules regulating the use of an owner's interest in the Project or use of the Association Property which have been promulgated by the Association;

(7) The plans approved by the local agency or county where the subdivision is located for the construction or improvement of facilities that the Association is obligated to maintain or repair; provided, however, that the plans need not be as-built plans and that the plans may bear restrictions on their commercial exploitation or use and may contain disclaimers regarding their accuracy;

(8) All notice of completion certificates issued for Association Property Improvements;

(9) Any bond or other security device in which the Association is the beneficiary;

(10) Any written warranty being transferred to the Association for Association Property equipment, fixtures or improvements;

(11) Any insurance policy procured for the benefit of the Association, its governing board or the Association Property;

(12) Any lease or contract to which the Association is a party;

(13) The membership register, including mailing addresses and telephone numbers, books of account and minutes of meetings of the Members, of the governing body and of committees of the governing body of the Association; and

(14) Any instrument referred to in California Business and Professions Code § 11018.6(d) (or any successor or replacement statute) but not described above which establishes or defines the common, mutual or reciprocal rights or responsibilities of Members of the Association.

(b) Commencing not later than ninety (90) days after the annexation of additional Phases of Development to the Project, copies of those documents listed under subdivision (a) which are applicable to that Phase of Development, shall, as soon as readily obtainable, be delivered by the Declarant to the Board of Directors of the Association at the office of the Association, or at such other place as the Board of Directors of the Association shall prescribe. The obligation to deliver the documents listed in subsection (a) shall apply to any documents obtained by the Declarant no matter when obtained, provided, however, such obligation

shall terminate as to the documentation applicable to each Phase of Development upon the earlier of (1) the conveyance of the last Lot for the applicable Phase of Development or (2) three (3) years after expiration of the most recently issued Final Subdivision Public Report for the applicable Phase of Development.

15.17 Entry Gate Disclosure.

Each Owner, by acceptance of a deed to his or her Lot, acknowledges that one or more entry gates to the Project were installed by Declarant; however, no guaranties, promises or warranties, express or implied, oral or written, are made by Declarant or the Association as to the continued existence or location of the gates, and no representations, promises or warranties, express or implied, oral or written, are made by Declarant or the Association regarding the protection or security for the Project in general, or for each Owner, Owner's family, guests, invitees, agents or employees or any of their personal property, which is or might be provided by such gates. So long as any Lots in the Property remain unsold by Declarant, Declarant shall have the right to require the entry gates to remain open at all times during regular business hours and on weekends, as reasonably determined by the Declarant, and no consent to or approval thereof shall be required from the Association or any other Owner. Neither the Association nor any Owner shall interfere with Declarant's exercise of this right.

15.18 Security.

The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Project; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Project. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. Neither Declarant nor the Association shall be held liable for any loss or damage by reason of the failure to provide adequate security or the ineffectiveness of safety measures undertaken.

15.19 Additional Provisions.

Notwithstanding the provisions contained in the Restrictions, the Association and the Owners should be aware that there may be provisions of various laws, including, without limitation, the Davis-Stirling Common Interest Development Act contained in the California Civil Code, which may modify, supplement or override the Restrictions as a matter of law.

ARTICLE XVI

16. Annexation of Additional Property.

Additional real property may be annexed to Phase 1 and such additional real property shall become subject to this Declaration by any of the methods set forth hereinafter:

16.1 Additions by Declarant.

Declarant or its successors or assigns shall have the right from time to time to add the Annexable Territory, or any portion or portions thereof (including recreation facilities, if any, located thereon), to the Property and to bring such added territory within the general plan and scheme of this Declaration without the approval of the Association, its Board of Directors, or Members. As each Phase of Development is developed, Declarant may, with respect thereto, Record a supplemental declaration ("Supplemental Declaration") which may supplement this Declaration with such additional, supplemental or amendatory covenants, conditions, restrictions, reservations and easements as Declarant may deem appropriate for that Phase of Development.

16.2 Other Additions.

In addition to the provision for annexation specified in Section 16.1 above, additional real property may be annexed to the Property and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of Members entitled to exercise no less than two-thirds (2/3rd) of the voting power of the Association.

16.3 Rights and Obligations-Added Territory.

Subject to the provisions of Section 16.4, upon the Recording of a Notice of Addition of Territory containing the provisions as set forth in this Section 16.3, all provisions contained in this Declaration shall apply to the real property described in such Notice of Addition of Territory (the "added territory") in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added territory shall be the same as with respect to the property originally covered hereby, and the rights, powers and responsibilities of the Owners, lessees and occupants of Lots within the added territory, as well as within the property originally subject to this Declaration, shall be the same as if the added territory were originally covered by this Declaration. Voting rights attributable to the Lots in the added territory shall not vest until Annual Assessments have commenced as to such Lots.

16.4 Notice of Addition of Territory.

The additions authorized under Sections 16.1 and 16.2 shall be made by Recording a Notice of Addition of Territory, or other similar instrument (which Notice or Instrument may contain the Supplemental Declaration, if any, affecting each such Phase of Development), with respect to the added territory which shall be executed by Declarant and shall extend the general plan and scheme of this Declaration to such added territory ("Notice of Addition"). The Notice of Addition for any addition under Section 16.1 shall be signed by Declarant. The Notice of Addition for any addition under Section 16.2 shall be signed by at least two (2) officers of the Association and shall certify that the requisite approval of the Members under Section 16.2 was obtained. The Recordation of said Notice of Addition shall constitute and effectuate the annexation of the added territory described therein, and thereupon said added territory shall become and constitute a part of the Project, become subject to this Declaration and encompassed within the general plan and scheme of covenants, conditions, restrictions, reservation of easements and equitable servitudes contained herein, and become subject to the functions, powers and jurisdiction of the Association;

and the Owners of Lots in said added territory shall automatically become Members of the Association. Such Notice of Addition may contain a Supplemental Declaration with such additions and modifications of the covenants, conditions, restrictions, reservation of easements and equitable servitudes contained in this Declaration as may be necessary to reflect the different character, if any, of the added territory, or as Declarant may deem appropriate in the development of the added territory, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such Notice of Addition or Supplemental Declaration revoke, modify or add to the covenants, conditions, restrictions, reservation of easements, or equitable servitudes established by this Declaration as the same shall pertain to the real property originally covered by this Declaration. Notwithstanding any other provisions of this Article XVI, at any time prior to the first Close of Escrow for the sale of a Lot within a Phase of Development, Declarant may amend the Supplemental Declaration applicable to such Phase of Development by Recording a written instrument which effects the amendment and is signed and acknowledged by Declarant.

All Owners shall have ingress and egress to all portions of the Association Property throughout the Project, subject to the provisions of this Declaration, the Bylaws of the Association and to the Rules and Regulations of the Association in effect from time to time, and Assessments collected from Owners may be expended by the Association without regard to the particular Phase from which such Assessments came.

Declarant hereby reserves to itself and to the Owners of Lots in subsequently annexed Phases, nonexclusive easements for ingress and egress over the Association Property of previously annexed Phases. Declarant further reserves to itself and the Owners of Lots in each Phase of Development, nonexclusive easements for ingress and egress over the Association Property of subsequently annexed Phases upon annexation thereof pursuant to this Section 16.4.

16.5 Deannexation; Amendment.

Notwithstanding anything herein which is or may appear to be to the contrary, Declarant may amend a Notice of Addition or delete all or a portion of a Phase of Development from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all of such Phase of Development, and provided that (1) an amending instrument or a Notice of Deletion of Territory, as applicable, is Recorded in the same manner as the applicable Notice of Addition was Recorded, (2) Declarant has not exercised any Association vote with respect to any portion of such Phase of Development, (3) assessments have not yet commenced with respect to any portion of such Phase of Development, (4) Close of Escrow has not occurred for the sale of any Lot in such Phase of Development, and (5) the Association has not made any expenditures or incurred any obligations with respect to any portion of such Phase of Development. Any such amendment or deannexation shall be effective upon the Recordation of the amending instrument or Notice of Deletion of Territory, as applicable, which need only be executed by Declarant.

Notwithstanding any other provision of this Declaration, any such deannexation may not be made without the prior written approval of the Planning Director of the County of Riverside or the County's successor-in-interest.

ARTICLE XVII

17. Party Walls.

17.1 General Rules of Law to Apply.

Each wall or fence which is built as a part of the original construction of the Property by Declarant and which is placed on the dividing line between residential Lots and which is not an Association Maintained Wall shall be treated in the same manner as a party wall, and, to the extent not inconsistent with the provisions of this Article XVII, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Minor discrepancies between the as-built location of any such wall or fence and the legal boundary of any residential Lot shall not affect the Lot Owner's maintenance duties with respect to such wall or fence, and such wall or fence shall, nevertheless, be treated as a party wall.

17.2 Sharing of Repair and Maintenance.

The cost of reasonable repair and maintenance of such a common wall or fence between Lots shall be shared equally by the Owners of the Lots adjacent to such common wall or fence. However, each Owner shall be solely responsible for repainting the side of any common wall or fence facing his or her Lot.

17.3 Destruction by Fire or Other Casualty.

If such a common wall or fence to be maintained by individual Owners is destroyed or damaged by fire or other casualty, any Owner whose Lot is affected thereby may restore it, and the Owner of the other Lot which is affected thereby shall contribute equally to the cost of restoration thereof without prejudice, however, to the right of any such repairing Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

17.4 Right to Contribution Runs With Land.

The right of any Owner to contribution from any other Owner under this Article XVII shall be appurtenant to the land and shall pass to such Owner's successors in title.

17.5 Arbitration.

If any dispute arises concerning a common wall or fence to be maintained by an Owner or the application of the provisions of this Article XVII, then such dispute shall be submitted to and determined by binding arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision shall be rendered by a majority of all the arbitrators, in accordance with the American Arbitration Association Commercial Rules of Arbitration.

ARTICLE XVIII

18. Owner's Acknowledgments and Waivers.

18.1 Detention Basin.

By acceptance of a deed to a Lot, each Owner acknowledges and agrees that (i) a detention basin is located within Lot 17 of Tract No. 32477 ("Detention Basin"); (ii) the Detention Basin will continue to operate indefinitely; (iii) the (landscape district, parks agency) has the obligation to maintain such Detention Basin; (iv) the existence and use of the Detention Basin may create environmental impacts, including, without limitation, a potential for odors and storm runoff overflow and related impacts that may affect the Project and the Owners, tenants, and occupants therein; and (v) under no circumstances shall Declarant be responsible for any adverse impact related to the existence, use and operation of the Detention Basin.

ARTICLE XIX

19. Covenants in Favor of Local Jurisdiction.

19.1 Local Jurisdiction.

The local governmental entity with primary jurisdiction over this residential development is the County of Riverside, State of California. Owners shall, at all times, abide by all County Ordinances, statutes and resolutions as well as the laws of the State of California.

19.2 Riverside County Provisions.

Notwithstanding any provision in this Declaration to the contrary, the following provisions, as set forth in the Conditions of Approval, are incorporated herein and shall apply:

The Association established herein shall manage and continuously maintain the "open space" (identified as Lots 66, 67 and 68 on the Subdivision Map) and 'horse trails' more particularly shown on Exhibit "E", attached hereto, and shall not sell or transfer any of these '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.

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.

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 this Declaration.

In the event of any conflict between this Declaration and the Articles of Incorporation, the Bylaws, or the property owners' association Rules and Regulations, if any, this Declaration shall control.

20~~22~~

This Declaration is dated for identification purposes December 2

"Declarant"

BRIDGEWALK 64, LLC,
a California limited liability company

By: JPMB Investments, LLC,
a Delaware limited liability company

By: 
Name: Paul Onufer
Its: Managing Member

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

State of California)
County of Los Angeles)

On December 2, 2022 before me, Nevine F. Ayad,
a Notary Public, personally appeared Paul Orujer,
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 Nevine F. Ayad

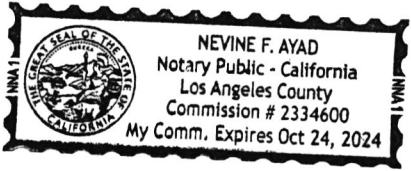


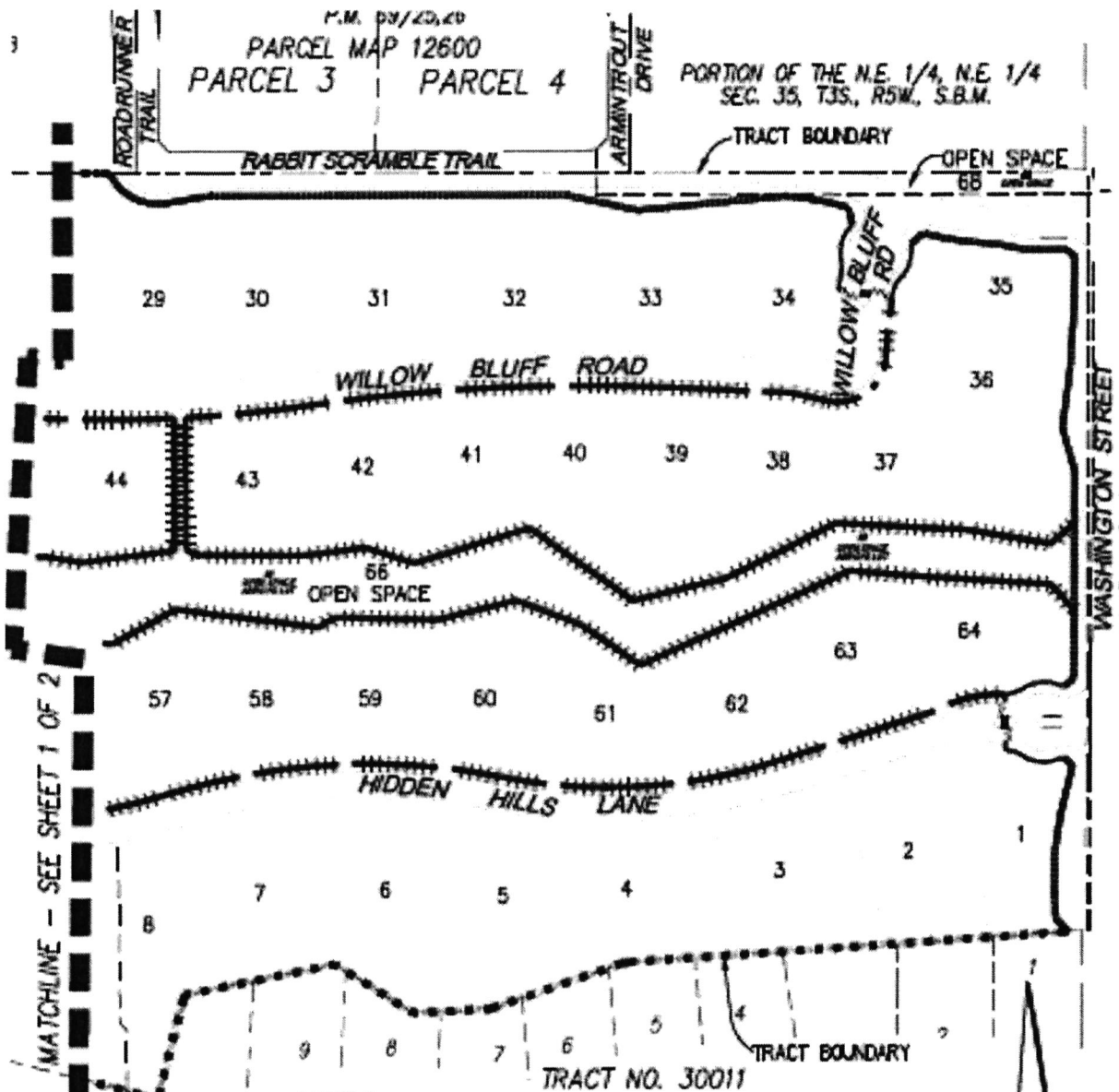
EXHIBIT "A"

LEGAL DESCRIPTION OF ANNEXABLE TERRITORY

Lots 1 through 68, inclusive, and Lots C through F, inclusive, of Tract No. 32477, excluding the Lots which are within Phase 1.





EXHIBIT "B"

ASSOCIATION MAINTAINED WALL



MATCHLINE - SEE SHEET 1 OF 2

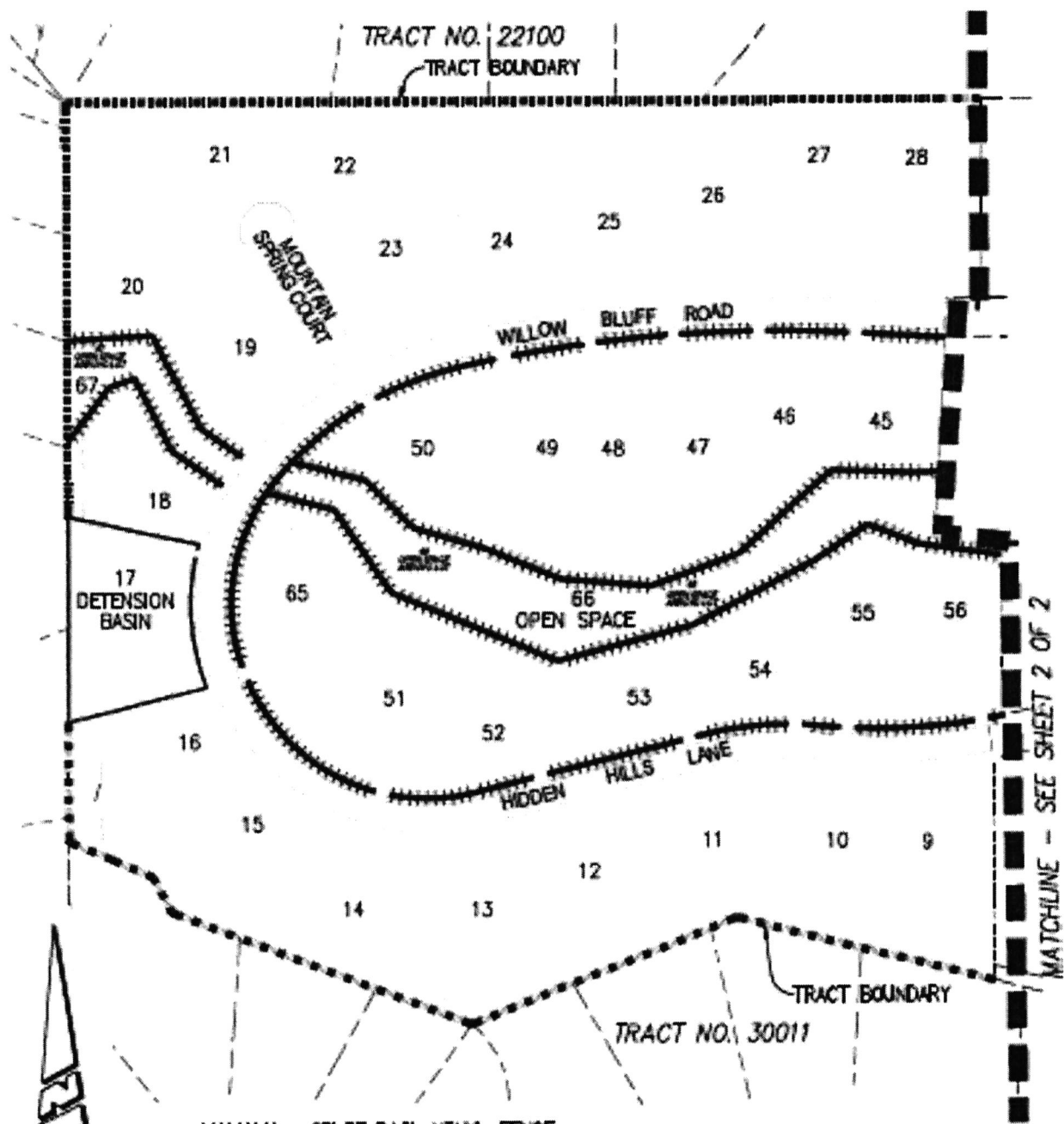
LEGEND

-  SPLIT RAIL VINYL FENCE
-  6' TUBE STEEL FENCE
-  6' VINYL FENCE
-  6' MASONRY WALL



STEVEN T. SANHAMEL, L.A.
 2125 TURNBERRY LANE
 CORONA, CA 92781

EXHIBIT "B"
ASSOCIATION MAINTAINED WALLS/FENCING
TRACT NO. 32477



SCALE: 1" = 200'



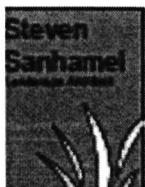
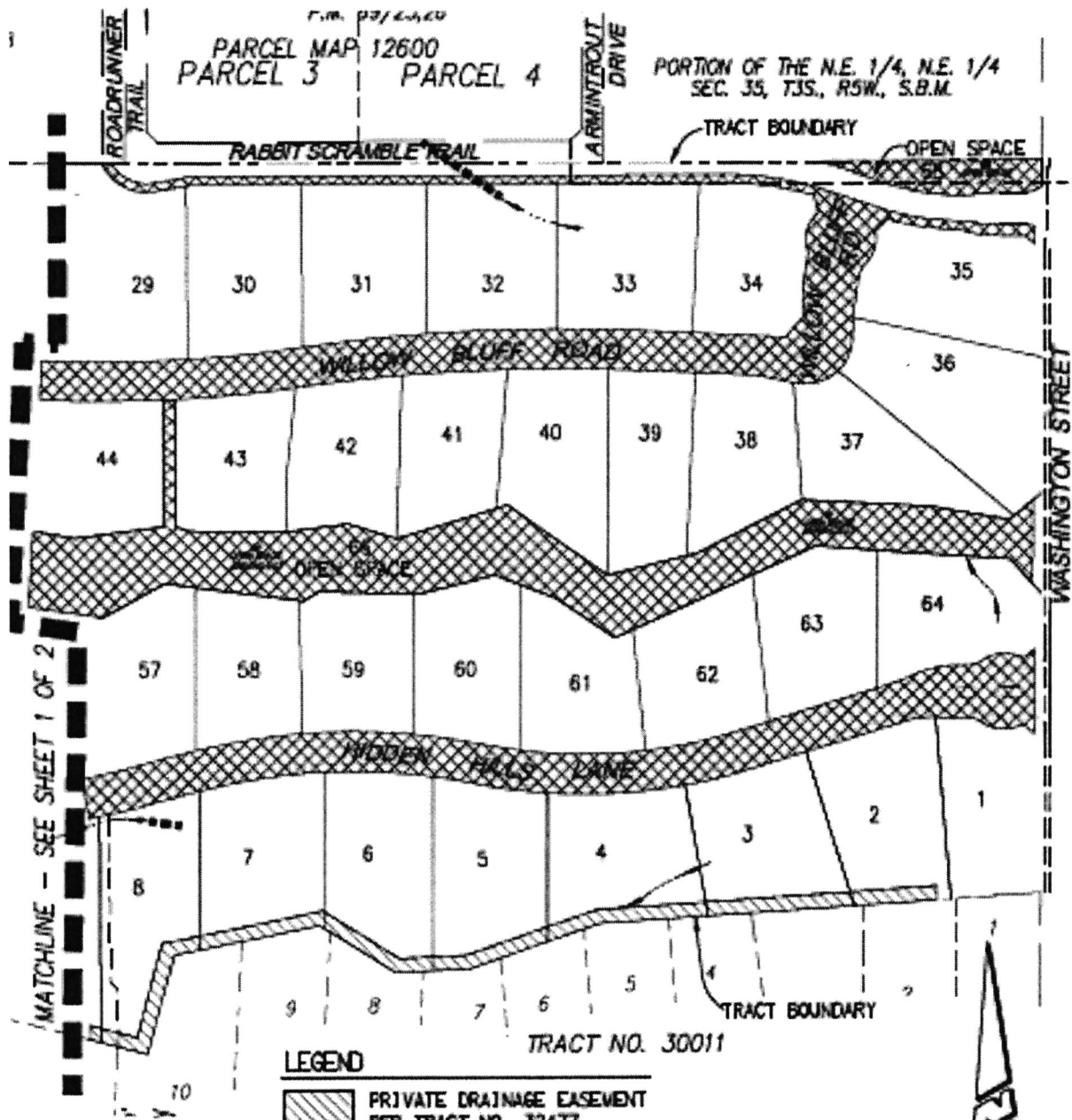
- +++++ SPLIT RAIL VINYL FENCE
- 6" TUBE STEEL FENCE
- 6" VINYL FENCE

STEVEN T. SANHAMEL, L.A.
 2125 TURNBERRY LANE
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EXHIBIT "B"
ASSOCIATION
MAINTAINED WALLS/FENCING
TRACT NO. 32477

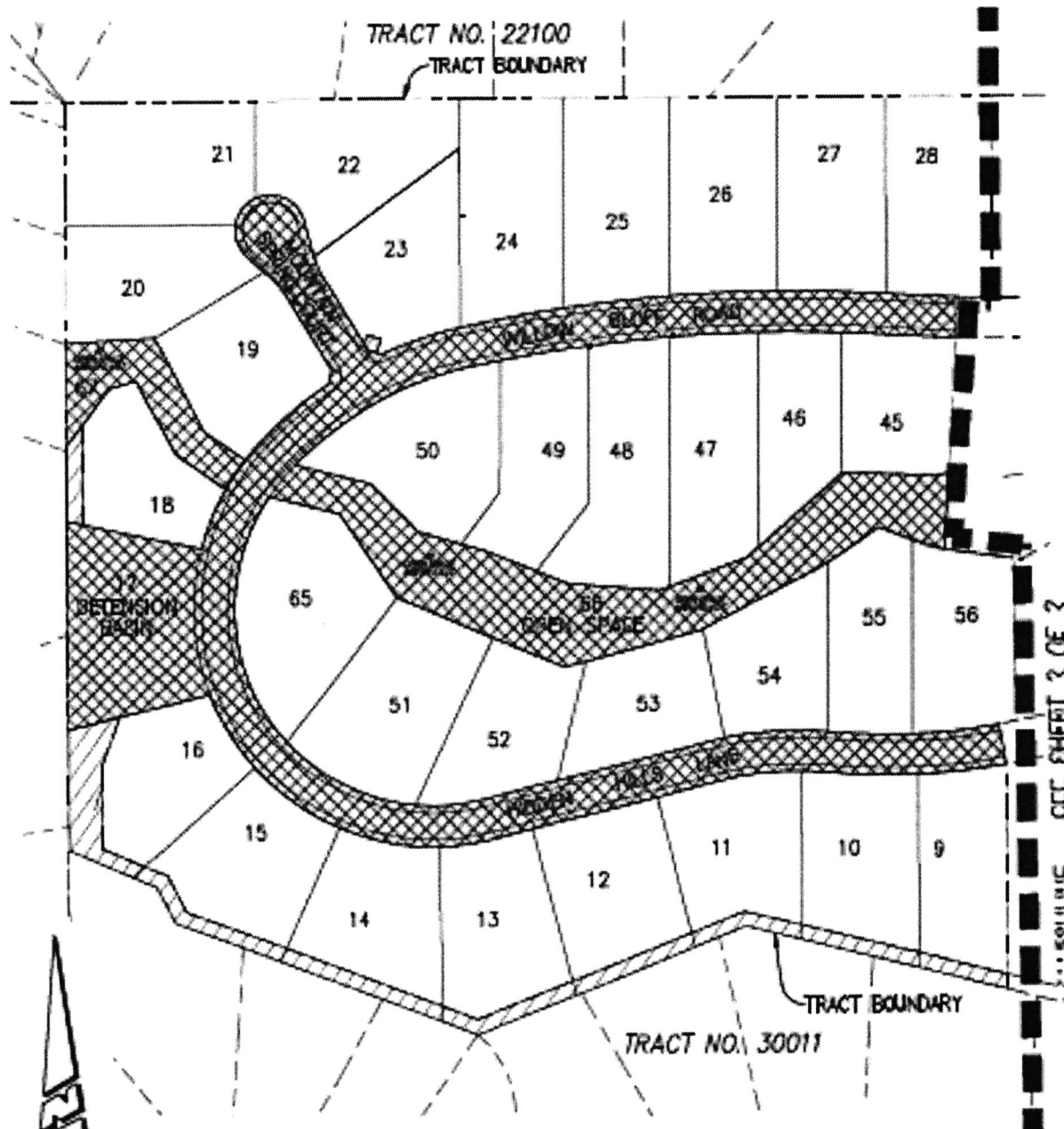
EXHIBIT "C"

ASSOCIATION MAINTENANCE AREAS



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 CORONA, CA 92701

EXHIBIT "C"
ASSOCIATION
MAINTENENANCE AREAS
TRACT NO. 32477



SCALE: 1" = 200'

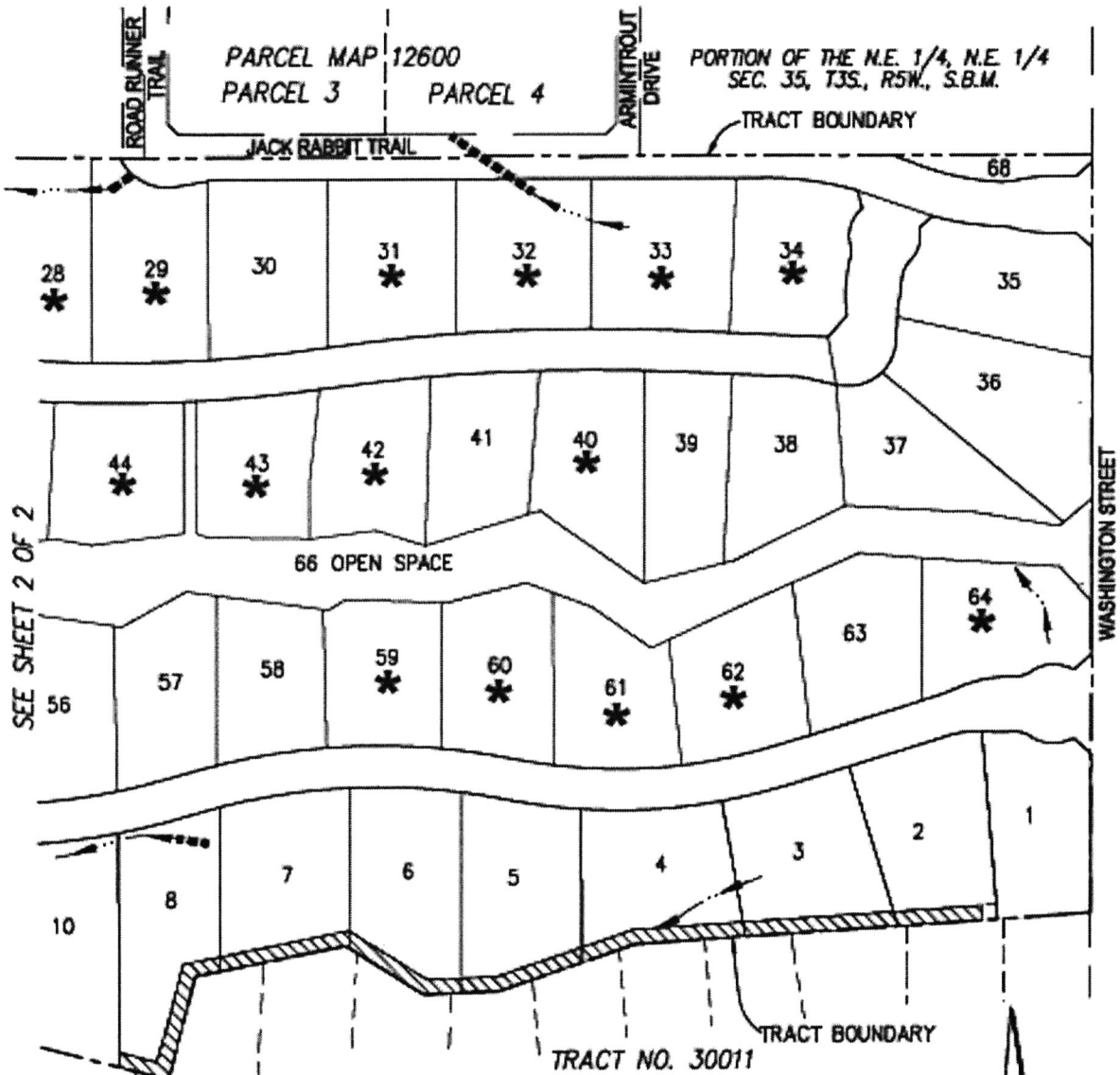


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CORONA, CA. 92781

EXHIBIT "C"
ASSOCIATION MAINTENANCE AREAS
TRACT NO. 32477





EXHIBIT "D"

DRAINAGE EASEMENTS



SEE SHEET 2 OF 2

LEGEND

-  PRIVATE DRAINAGE EASEMENT PER TRACT NO. 32477
-  DRAINAGE SWALE
-  DRAIN PIPE
-  ON-SITE BIORETENTION BASIN

SCALE: 1" = 200'

PREPARED BY:



SP2 & Co.

A LAND DEVELOPMENT SERVICES COMPANY

451 W. LAMBERT ROAD—SUITE 216

BREA, CA 92821

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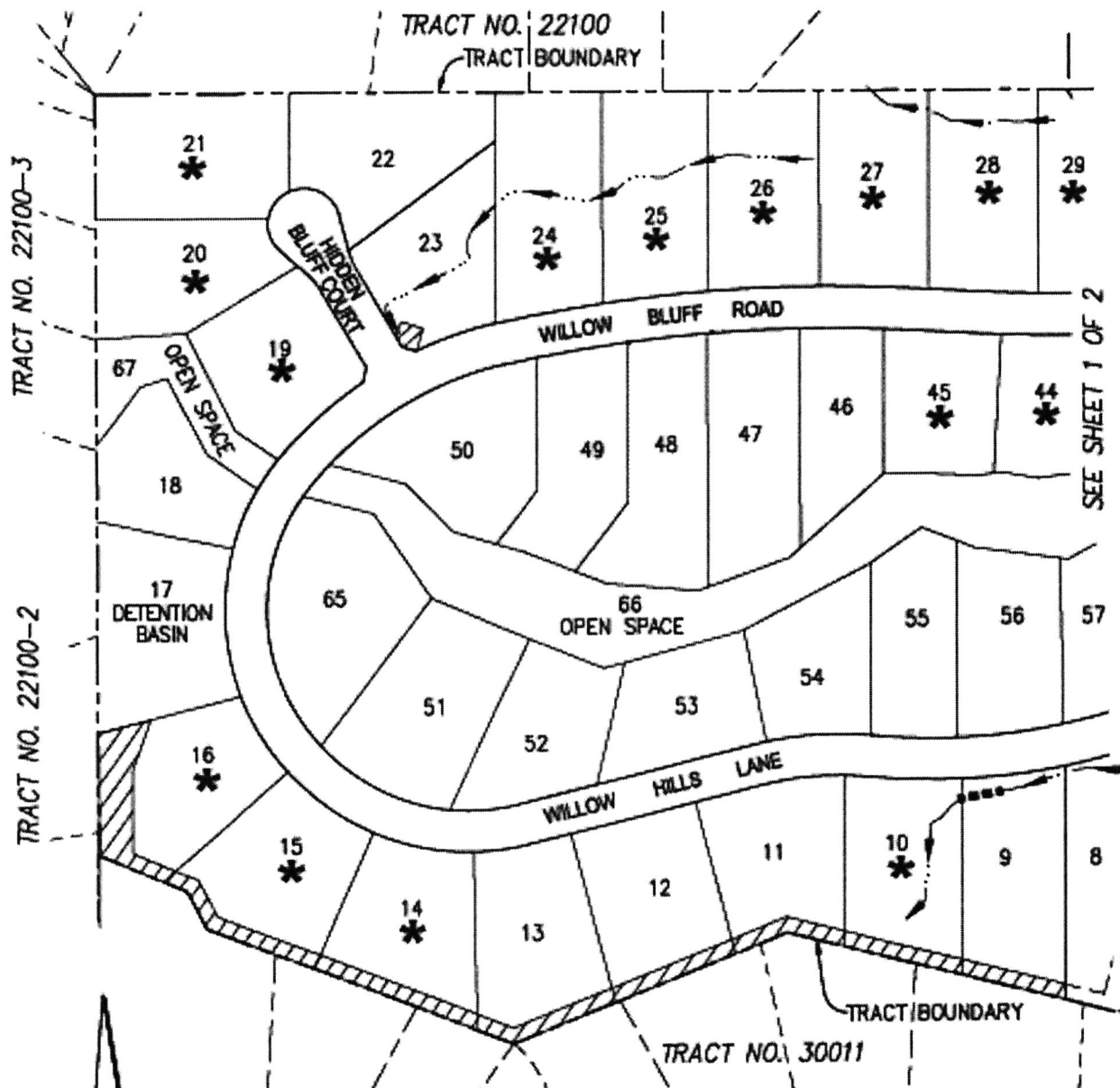
"SERVING THE DEVELOPMENT COMMUNITY SINCE 1985"

EXHIBIT "D"

DRAINAGE EASEMENTS

TRACT NO. 32477

SHEET 1 OF 2



TRACT NO. 22100-3


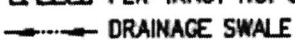
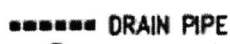

TRACT NO. 22100-2

TRACT NO. 22100
TRACT BOUNDARY

SEE SHEET 1 OF 2

TRACT NO. 30011

LEGEND

-  PRIVATE DRAINAGE EASEMENT PER TRACT NO. 32477
-  DRAINAGE SWALE
-  DRAIN PIPE
-  ON-SITE BIORETENTION BASIN

SCALE: 1" = 200'

PREPARED BY:

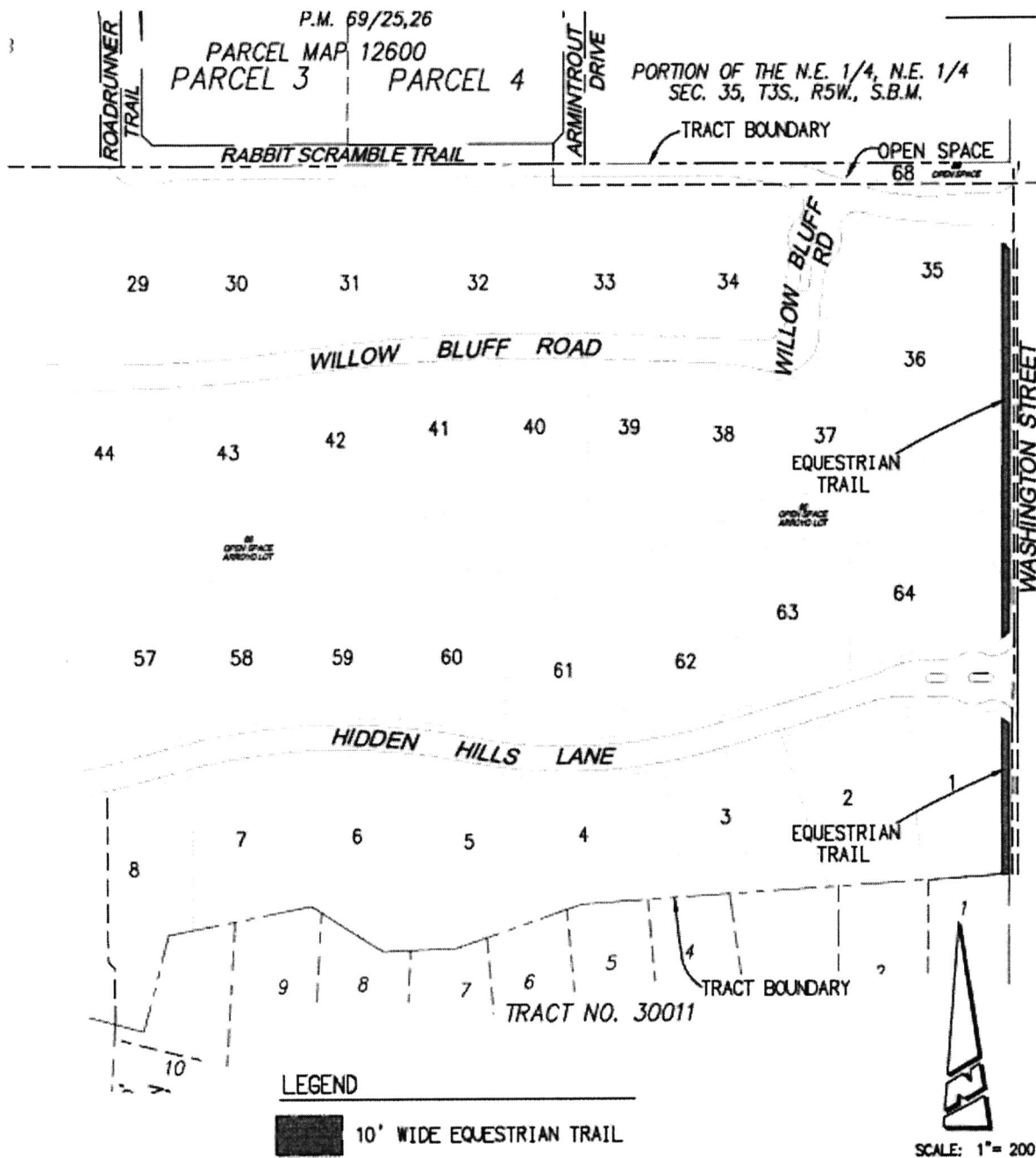


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EXHIBIT "D"
DRAINAGE EASEMENTS
TRACT NO. 32477

EXHIBIT "E"

PUBLIC EQUESTRIAN TRAIL



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CORONA, CA., 92881

EXHIBIT "E"
PUBLIC EQUESTRIAN
TRAIL
TRACT NO. 32477

EXHIBIT "F"

PLANTS THAT SHOULD BE AVOIDED ADJACENT TO THE BRIDGEWALK
CONSERVATION AREA

BOTANICAL NAME	<u>COMMON NAME</u>
<i>Acacia</i> spp. (all species)	acacia
<i>Achillea millefolium</i> var. <i>millefolium</i>	common yarrow
<i>Ailanthus altissima</i>	tree of heaven
<i>Aptenia cordifolia</i>	red apple
<i>Arctotheca calendula</i>	cape weed
<i>Arctotis</i> spp. (all species & hybrids)	African daisy
<i>Arundo donax</i>	giant reed or arundo grass
<i>Asphodelus fistulosus</i>	asphodel
<i>Atriplex glauca</i>	white saltbush
<i>Atriplex semibaccata</i>	Australian saltbush
<i>Carex</i> spp. (all species*)	sedge
<i>Carpobrotus chilensis</i>	ice plant
<i>Carpobrotus edulis</i>	sea fig
<i>Centranthus ruber</i>	red valerian
<i>Chrysanthemum coronarium</i>	annual chrysanthemum
<i>Cistus ladanifer</i> (incl. hybrids/varieties)	gum rockrose
<i>Cortaderia jubata</i> [syn. <i>C. Atacamensis</i>]	jubata grass, pampas grass
<i>Cortaderia dioica</i> [syn. <i>C. sellowana</i>]	pampas grass
<i>Cotoneaster</i> spp. (all species)	cotoneaster
<i>Cynodon dactylon</i> (incl. hybrids varieties)	Bermuda grass
<i>Cyperus</i> spp. (all species*)	nutsedge, umbrella plant
<i>Cytisus</i> spp. (all species)	broom
<i>Delosperma 'Alba'</i>	white trailing ice plant
<i>Dimorphotheca</i> spp. (all species)	African daisy, Cape marigold
<i>Drosanthemum floribundum</i>	rosea ice plant
<i>Drosanthemum hispidum</i> <i>Eichhornia</i> <i>crassipes</i>	purple ice plant water hyacinth
<i>Elaeagnus angustifolia</i>	Russian olive
<i>Eucalyptus</i> spp. (all species)	eucalyptus or gum tree
<i>Eupatorium coelestinum</i> [syn. <i>Ageratina</i> sp.]	mist flower
<i>Festuca arundinacea</i>	tall fescue
<i>Festuca rubra</i>	creeping red fescue
<i>Foeniculum vulgare</i>	sweet fennel
<i>Fraxinus uhdei</i> (and cultivars)	evergreen ash, shamel ash
<i>Gaura</i> (spp.) (all species)	gaura
<i>Gazania</i> spp. (all species & hybrids)	gazania

<i>Genista</i> spp. (all species)	broom
<i>Hedera canariensis</i>	Algerian ivy
<i>Hedera helix</i>	English ivy
<i>Hypericum</i> spp. (all species)	St. John's Wort
<i>Ipomoea acuminata</i>	Mexican morning glory
<i>Lampranthus spectabilis</i>	trailing ice plant
<i>Lantana camara</i>	common garden lantana
<i>Lantana montevidensis</i> [syn. <i>L. sellowiana</i>]	lantana
<i>Limonium perezii</i>	sea lavender
<i>Linaria bipartita</i>	toadflax
<i>Lolium multiflorum</i>	Italian ryegrass
<i>Lolium perenne</i>	perennial ryegrass
<i>Lonicera japonica</i> (incl. 'Halliana')	Japanese honeysuckle
<i>Lotus corniculatus</i>	birdsfoot trefoil
<i>Lupinus arboreus</i>	yellow bush lupine
<i>Lupinus texanus</i>	Texas blue bonnets
<i>Malephora crocea</i>	ice plant
<i>Malephora luteola</i>	ice plant
<i>Mesembryanthemum nodiflorum</i>	little ice plant
<i>Myoporum laetum</i>	myoporum
<i>Myoporum pacificum</i>	shiny myoproum
<i>Myoporum parvifolium</i> (incl. 'Prostratum')	ground cover myoporum
<i>Oenothera berlandieri</i>	Mexican evening primrose
<i>Olea europea</i>	European olive tree
<i>Opuntia ficus-indica</i>	Indian fig
<i>Osteospermum</i> spp. (all species)	trailing African daisy, African daisy,
<i>Oxalis pes-caprae</i>	Bermuda buttercup
<i>Parkinsonia aculeata</i>	Mexican palo verde
<i>Pennisetum clandestinum</i>	Kikuyu grass
<i>Pennisetum setaceum</i>	fountain grass
<i>Phoenix canariensis</i>	Canary Island date palm
<i>Phoenix dactylifera</i>	date palm
<i>Plumbago auriculata</i>	cape plumbago
<i>Polygonum</i> spp. (all species)	knotweed
<i>Populus nigra</i> 'italica'	Lombardy poplar
<i>Prosopis</i> spp. (all species*)	mesquite
<i>Ricinus communis</i>	castorbean

<i>Robinia pseudoacacia</i>	black locust
<i>Rubus procerus</i>	Himalayan blackberry
<i>Sapium sebiferum</i>	Chinese tallow tree
<i>Saponaria officinalis</i>	bouncing bet, soapwort
<i>Schinus molle</i>	Peruvian pepper tree, California pepper
<i>Schinus terebinthifolius</i>	Brazilian pepper tree
<i>Spartium junceum</i>	Spanish broom
<i>Tamarix</i> spp. (all species)	tamarisk, salt cedar
<i>Trifolium tragiferum</i>	strawberry clover
<i>Tropaeolum majus</i>	garden nasturtium
<i>Ulex europaeus</i>	prickly broom
<i>Vinca major</i>	periwinkle
<i>Yucca gloriosa</i>	Spanish dagger

Appendix 10: Educational Materials

BMP Fact Sheets, Maintenance Guidelines and Other End-User BMP Information

3.6 Extended Detention Basin

Type of BMP	LID - Biotreatment
Treatment Mechanisms	Sedimentation, Infiltration, Biofiltration, Evapotranspiration, and Evaporation
Minimum Tributary Drainage Area	5 acres
Other Names	Enhanced Water Quality Basin

Overview

The Extended Detention Basin (EDB) is designed to detain the design volume of stormwater, V_{BMP} , and maximize opportunities for volume losses through infiltration, evaporation, evapotranspiration and surface wetting. Additional pollutant removal is provided through sedimentation, in which pollutants can attach to sediment accumulated in the basin through the process of settling. Stormwater enters the EDB through a *forebay* where any trash, debris, and sediment accumulate for easy removal. Flows from the forebay enter the basin which is vegetated with native grasses that enhance infiltration and evapotranspiration, and which is interspersed with gravel-filled trenches that help further enhance infiltration. Water that does not get infiltrated or evapotranspired is conveyed to the *bottom stage* of the basin. At the bottom stage of the basin, low or incidental dry weather flows will be treated through a sand filter and collected in a subdrain structure. Any additional flows will be detained in the basin for an extended period by incorporating an outlet structure that is more restrictive than a traditional detention basin outlet. The restrictive outlet structure extends the drawdown time of the basin which further allows particles and associated pollutants to settle out before exiting the basin, while maximizing opportunities for additional incidental volume losses.

EXTENDED DETENTION BASIN BMP FACT SHEET

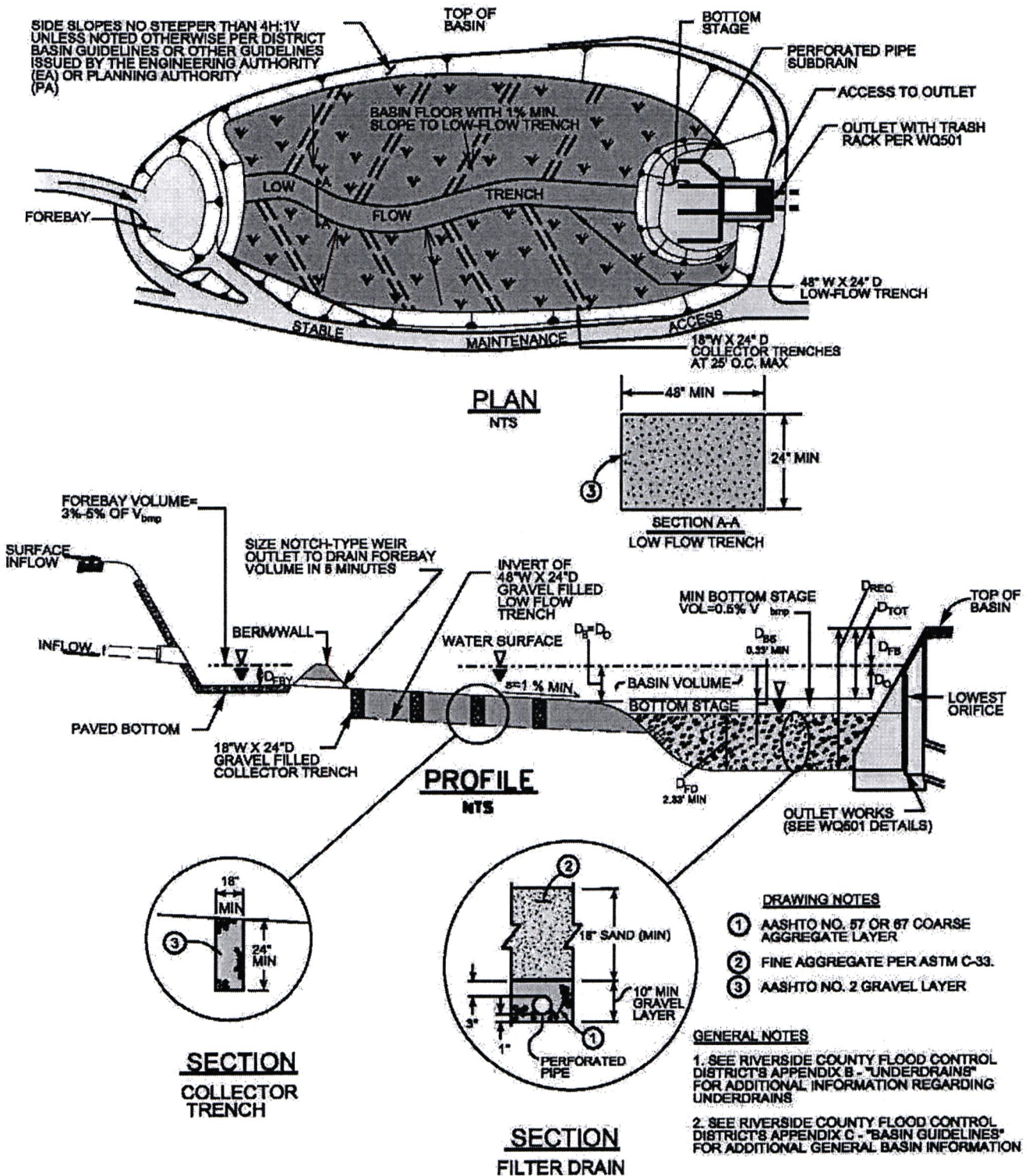


Figure 1 – Extended Detention Basin

EXTENDED DETENTION BASIN BMP FACT SHEET

Siting Considerations

Soils: EDBs can be used with almost all soils and geology. However, pollutant removal effectiveness is greatly improved when the underlying soil permits at least some infiltration.

Tributary Area: EDBs should only be used where the tributary drainage area is at least 5 acres, since meeting the draw-down requirements (discussed below) for smaller areas would result in very small outlet orifice diameters which would be prone to clogging.

Proximity to Receiving Waters: All site runoff must be treated to the MEP with appropriate BMPs *before* being discharged into Receiving Waters; as such the EDB cannot be constructed in-line within Receiving Waters.

Setbacks: Due to the infiltration characteristics incorporated into the EDB design, the lowest pervious point (beneath the filter drain) of the extended detention facility should be a minimum of 10' above the seasonal high groundwater table. All other setbacks shall be in accordance with applicable standards of the "Basin Guidelines" (Appendix C) or other guidelines issued by the Engineering Authority (EA).

Basin Guidelines: See Section 1 of the "Basin Guidelines" (Appendix C) for additional requirements (i.e., fencing, maintenance access, etc.) that may be required by the Engineering Authority (EA).

Landscaping Requirements

Basin vegetation provides erosion protection, enhances evapotranspiration and infiltration, and improves pollutant removal. The upper stage basin surface, berms and side slopes shall be planted with native grasses. Proper landscape management is also required to ensure that the vegetation does not contribute to water pollution through the use of pesticides, herbicides, or fertilizers. Landscaping shall be in accordance with applicable standards of the "Basin Guidelines" (Appendix C) or other guidelines issued by the EA.

EXTENDED DETENTION BASIN BMP FACT SHEET

Maintenance Guidelines

Schedule	Inspection and Maintenance Activity
<p>During every scheduled maintenance check (per below), and <i>as needed</i> at other times</p>	<ul style="list-style-type: none"> • Maintain vegetation as needed. Use of fertilizers, pesticides and herbicides should be strongly avoided to ensure they don't contribute to water pollution. If appropriate native plant selections and other IPM methods are used, such products shouldn't be needed. If such projects are used: <ul style="list-style-type: none"> ○ Care should be taken to avoid contact with the low-flow or other trenches, and the media filter in the bottom stage. ○ Products shall be applied in accordance with their labeling, especially in relation to application to water, and in areas subjected to flooding. ○ Fertilizers should not be applied within 15 days before, after, or during the rainy season. • No ponded water should be present for more than 72 hours to avoid nuisance or vector problems. No algae formation should be visible. Correct problems as needed.
<p>Annually. If possible, schedule these inspections before the beginning of the rain season to allow for any repairs to occur before rains occur.</p>	<ul style="list-style-type: none"> • Remove debris and litter from the entire basin • Inspect hydraulic and structural facilities. Examine the outlet for clogging, the embankment and spillway integrity, as well as damage to any structural element. • Check for erosion, slumping and overgrowth. Repair as needed. • Inspect sand media at the filter drain to verify it is allowing acceptable infiltration. Scarify top <u>3 inches</u> by raking the filter drain's sand surface annually. • Check the media filter underdrains (via the cleanout) for damage or clogging. Repair as needed. • Remove accumulated sediment and debris from the forebay, and ensure that the notch weir is clear and will allow proper drainage. • Check gravel filled low flow and collector trenches for sediment buildup and repair as needed.
<p>Every 5 years or sooner (depending on whether observed drain times to empty the basin are less than 72 hours).</p>	<ul style="list-style-type: none"> • Remove the top 3 inches of sand from the filter drain and backfill with 3 inches of new sand to return the sand layer to its original depth. When scarification or removal of the top 3 inches of sand is no longer effective, remove and replace sand filter layer.
<p>Whenever substantial sediment accumulation has occurred.</p>	<ul style="list-style-type: none"> • Remove accumulated sediment from the bottom of the basin. Removal should extend to original basin depth.

EXTENDED DETENTION BASIN BMP FACT SHEET

Design Summary

Design Parameter	Extended Detention Basin
Drawdown time (total)	72 hours ^{2,3}
Minimum drawdown time for 50% V _{BMP}	24 hours ²
Minimum tributary area	5 acres ²
Outlet erosion control	Energy dissipaters to reduce velocities ¹
Forebay volume	3 to 5 % of V _{BMP} ³
Basin Invert Longitudinal Slope (min.)	1%
Basin Invert Transverse (cross) Slope (min)	1%
Low-flow trench width (min.)	48 inches
Low-flow trench depth (min.)	24 inches
Slope of low-flow trench along bottom excavated Surface (max.)	1%
Slope of gravel collector trenches along bottom excavated surface (max.)	1 %
Length to width ratio (min.)	1.5:1
Basin depth (min.)	1 foot ³
Bottom stage volume	0.5 % of V _{BMP} ³
Bottom stage depth (min)	0.33 feet ³
Filter drain depth (min)	2.33 feet ³
<ol style="list-style-type: none"> 1. Ventura County's Technical Guidance Manual for Stormwater Quality Control Measures 2. CA Stormwater BMP Handbook for New Development and Significant Redevelopment 3. Denver, Colorado's UDFCD Drainage Criteria Manual, Volume 3 	

Note: The information contained in this BMP Factsheet is intended to be a summary of design considerations and requirements. Additional information which applies to all detention basins may be found in the "Basin Guidelines" (Appendix C). In addition, information herein may be superseded by other guidelines issued by the Engineering Authority.

Design Procedure

These steps correspond to and provide a description of the information required in the EDB Design Worksheet.

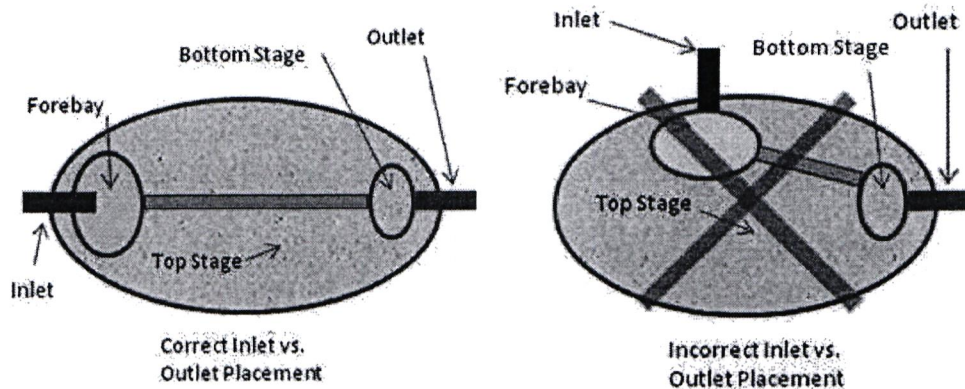
1. Find the Design Volume, V_{BMP}.

- a) Enter the tributary area, A_T to the BMP. The minimum tributary area is 5 acres.
- b) Enter the Design Volume, V_{BMP}, determined from Section 2.1 of this Handbook.

EXTENDED DETENTION BASIN BMP FACT SHEET

2. Basin Footprint

- a) Enter the length and width of the EDB. The length shall be measured between the inlet to the basin and the outlet structure; and the width shall be measured at the widest point of the basin invert. The length to width ratio should be 1.5:1 or longer to prevent short-circuiting and increase the overall effectiveness of the BMP.



- b) Enter the internal basin side slopes. See the "Basin Guidelines" (Appendix C) for side slope requirements. If variable internal side-slopes are used, enter the steepest slope that will be used.
- c) Using Figure 1 as a guide, enter the proposed basin depth, D_B , and the freeboard depth, D_{FB} . Based on the information provided, the spreadsheet will calculate the minimum total depth required, D_{REQ} , for this BMP. D_{REQ} is the depth from the bottom of the underdrain layer in the bottom stage (see step 5c), to the top of the freeboard. This calculated minimum required depth can be used to determine if enough elevation difference is available within the design topography to allow for use of this BMP.
- d) Additionally, the basin depth D_B is equal to D_O , which is the depth from the design pond water surface elevation to the lowest orifice in the outlet structure. D_O is confirmed by the spreadsheet and is used in the Basin Outlet Design described in step 6 below. It should be noted that this lowest orifice is a critical elevation in the design of this BMP. The Volume of the Basin V_{Basin} described in step 3d) is the volume of water above this lowest orifice. This lowest-orifice also represents the dry weather ponded water surface discussed in step 5c) below. Below this elevation there must be a minimum of a 4-inch drop down to the surface of the Sand Filter in the bottom stage.

EXTENDED DETENTION BASIN BMP FACT SHEET

3. Basin Design

- a) The Total Basin Depth, D_{TOT} , is calculated automatically, and is the sum of the basin depth D_B plus the freeboard depth D_{FB} .
- b) Enter the longitudinal slope of the basin invert. This slope must be at least 1% and is measured along the low flow trench between the forebay and the bottom stage. Note that the surface of the sand layer in the bottom stage must be level (see Figure 1).
- c) Enter the transverse slope of the basin invert. This transverse (cross sectional) slope must be at least 1% sloped toward the low flow trench.
- d) Enter the Volume of the Basin, V_{Basin} . This volume must be the actual volume of water held within the basin as substantiated by modeling or appropriate volumetric calculations, and must be equal to or greater than V_{BMP} . This volume must be held above the lowest orifice in the Basin Outlet Design described in step 6 below.

4. Forebay Design

All flows must enter the basin through the forebay. The forebay provides a location for the settlement and collection of larger particles, and any other trash or debris. A relatively smooth and level concrete bottom surface should be provided to facilitate mechanical removal of any accumulated sediment, trash and debris.

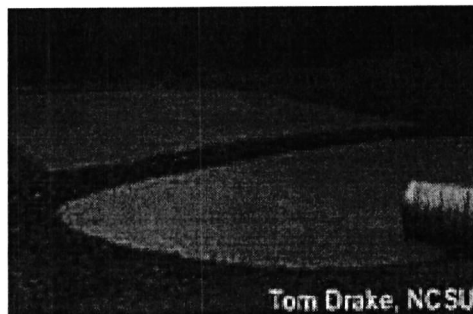


Figure 2: Forebay filled with storm water

- a) Enter the Forebay Volume V_{FB} . This volume must be from 3 to 5 percent of V_{BMP} .
- b) A rock or concrete berm must be constructed to detain water before it drains into the basin. The top of the berm shall be set no higher than the invert of the inlet conveyance. Enter the Forebay Depth, D_{FBY} .
- c) The spreadsheet will calculate the minimum surface area of the forebay, A_{FB} , based on the provided Forebay Volume and Depth. Ensure that the plans provide for a forebay area at least this large.
- d) Although the forebay will be well submerged in the design event, a full height rectangular notch-type weir shall be constructed through the berm to prevent permanent ponding in the forebay, and allow water to slowly and fully drain to the main body of the basin. This notch should be offset from the inflow streamline to prevent low-flows from short circuiting. Enter the width, W , of this rectangular notch weir. The width shall not be less than 1.5 inches to prevent clogging. Additionally,

EXTENDED DETENTION BASIN BMP FACT SHEET

immediately outside the notch construct a minimum 1-foot by 1-foot gravel pad to prevent vegetative growth within the basin invert from blocking the notch.

5. Dry Weather and Low-Flow Management

The basin shall have both a low-flow gravel trench and a network of gravel collector trenches across the invert of the basin, as well as a bottom stage sand filter to treat low flows and dry weather flows (see Figure 1).

- a) Low Flow Trench: The low-flow gravel trench conveys flow from the forebay to the bottom stage, while allowing for maximum incidental infiltration and volume loss. The trench shall be a minimum of 48 inches wide by 24 inches deep. This trench shall be unlined and backfilled with AASHTO No. 2 gravel (or similar) to the finished surface of the basin invert, and shall not use underdrains. The bottom excavated surface of the low-flow trench shall be 1 percent or flatter to promote infiltration.

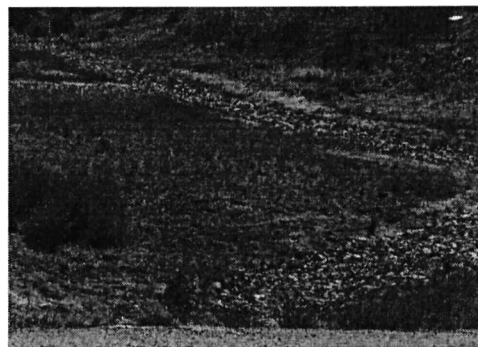


Figure 3: Gravel filled low-flow trench

- b) Collector Trenches: Gravel collector trenches beneath the top stage shall be arranged as illustrated in Figure 1 of Appendix C with minimal slope (1% maximum) along their bottom excavated surface to promote infiltration, and must extend from the low-flow trench to the toe of the basin side slopes. They shall be a minimum of 18-inches wide by 24-inches deep, unlined and backfilled with AASHTO No. 2 gravel (or similar) to the finished basin invert surface. The gravel collector trenches shall not use underdrains and shall be constructed with a maximum spacing of 25 feet, center to center. See Figure 1 of Appendix C.
- c) Bottom Stage: A depressed sand filter drain area, referred to as the bottom stage, must be constructed adjacent to the outlet structure to treat any dry weather flows. To ensure that dry weather flows are treated through the sand filter and not discharged through the orifice plate, the top surface of the sand filter must be depressed at least 4 inches below the lowest orifice in the outlet structure. This depressed area will create a micro pool of water that is then filtered down through the sand filter and out through underdrains. Based on the minimum dimensions described below, the minimum depth of excavation below the lowest orifice in the outlet structure is 2.33 feet.
- i. Enter the Depth of the bottom stage, D_{BS} . As mentioned above, this depth must be at least 4 inches, and extend down below the lowest orifice in the outlet structure.
 - ii. Enter the area of the bottom stage, A_{BS} .

EXTENDED DETENTION BASIN BMP FACT SHEET

- iii. Based on the D_{BS} and A_{BS} entered, the spreadsheet will calculate V_{BS} . This volume is the volume of ponded water that will be held below the lowest orifice in the outlet structure, and above the surface of the sand filter. This volume must be at least 0.5% of V_{BMP} .
- iv. Enter the thickness of the ASTM C-33 sand layer that will be provided, D_s . A minimum thickness of 18 inches is required.
- v. Below the sand layer, a minimum 10-inch thick layer of gravel shall be installed with underdrains to drain the water that has been treated through the sand filter. The underdrains shall connect into the outlet structure. See Appendix B for standard underdrain construction. Enter the diameter of the underdrain pipe (minimum 6" dia.), and the spacing of the underdrains. The maximum spacing of the underdrains is 20 feet on center, however where the area of the bottom stage is particularly small (less than 500 square feet), the underdrain pipes shall be placed at no more than a 10-foot separation on center.

6. Basin Outlet Design

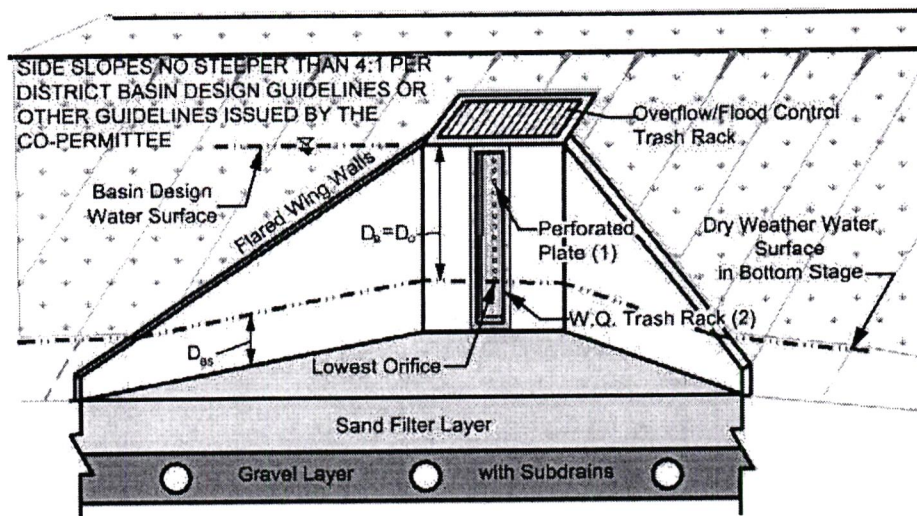


Figure 4: Basin Outlet Structure with Bottom Stage Shown

Outlet structures for publicly maintained basins shall conform to District Standard Drawings WQ501 unless approved in advance by the local Engineering Authority (EA). This standardization is to provide for efficient maintenance. The basin outlet should be sized to release the design volume, V_{BMP} , within a 72-hour period but 50 percent of V_{BMP} within 24 hours. This is an iterative design process where an appropriate control orifice can be selected using the following steps:

- a. Develop a Stage vs. Discharge Curve for the Outlet Structure

EXTENDED DETENTION BASIN BMP FACT SHEET

Estimate the orifice size and outlet plate configuration (number per row, etc.). Based on D_o provided in the Basin Footprint section, the spreadsheet will automatically generate the stage vs. discharge relationship for this outlet:

$$Q = C * A * [2 * g * (H - H_o)]^{0.5}$$

Where:

Q = discharge (ft^3/s)

g = gravitational constant (32.2 ft^2/s)

C = orifice coefficient

H = water surface elevation (ft)

A = area of the orifice (ft)

H_o = orifice elevation (ft)

The lowest orifice shall be located with its centerline at the top of the bottom stage; at least 4 inches above the surface of the sand filter drain. To help avoid clogging, the minimum orifice diameter is limited to 3/8 inch. Since the 1/4 inch thickness of the orifice plate will be less than the orifice diameter, a value for C of 0.66 may be used. If another value for C is used, justification may be required.

b. Develop a Discharge/Volume vs. Stage Table for the Basin

Based on the shape and size of the basin, develop a relationship between the stage and the volume of water in the basin. Since the orifice spacing is 4 inches on center for the standard orifice plate, the stage intervals must also be 4 inches. Enter the basin volume at each interval starting at the centerline of the lowest orifice.

c. Route the Design Volume through the Basin

The spreadsheet assumes that the Design Volume, V_{BMP} , enters the basin instantaneously and as such, no inflow/outflow hydrograph is necessary. The drawdown time for each stage becomes:

$$\Delta t = V_i / Q$$

Where:

Δt = drawdown time for each stage

V_i = the volume at each stage

Q = the flow rate corresponding to the headwater elevation at each stage.

The spreadsheet automatically determines the drawdown time from the sum of the Δt values for each stage. If the orifice size and plate configuration estimate meets the

EXTENDED DETENTION BASIN BMP FACT SHEET

hydraulic retention time requirements (50% of the volume empties in not less than 24 hours, 100% of the volume empties in no more than 72 hours), the outlet is correctly sized. If these requirements are not met, select a new orifice size or configuration and repeat the process starting at Step 6a.

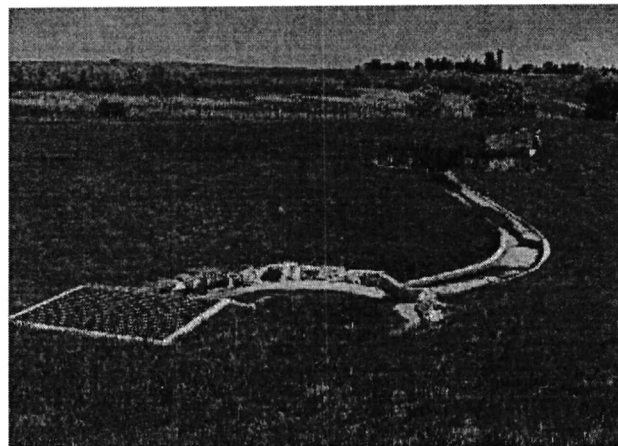
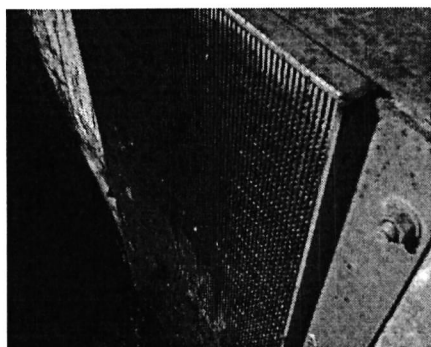
7. Outlet Protection

To prevent the orifices from clogging, trash racks are required where perforated vertical outlet control plates are used. This allows for easier access to outlet orifices for inspection and cleaning. Trash racks shall be sized to prevent clogging of the primary water quality outlet without restricting the hydraulic capacity of the outlet control orifices. The orifice plate shall be protected with a trash rack conforming to Standard Drawing WQ501 (at end of this section) with at least six square feet of open surface area or 25 times the total orifice area, whichever is greater. The rack shall be adequately secured to prevent it from being removed or opened when maintenance is not occurring.

Overflow Structure Similar to Standard Drawing Number WQ 501

(Photo courtesy of Colorado Association of Stormwater Floodplain Managers)

Trash rack with screen



EXTENDED DETENTION BASIN BMP FACT SHEET

8. Overflow Outlet

Overflow outlets for publicly maintained basins shall conform to Standard Drawing WQ501 (at end of this section) unless approved in advance by the Engineering Authority (EA).

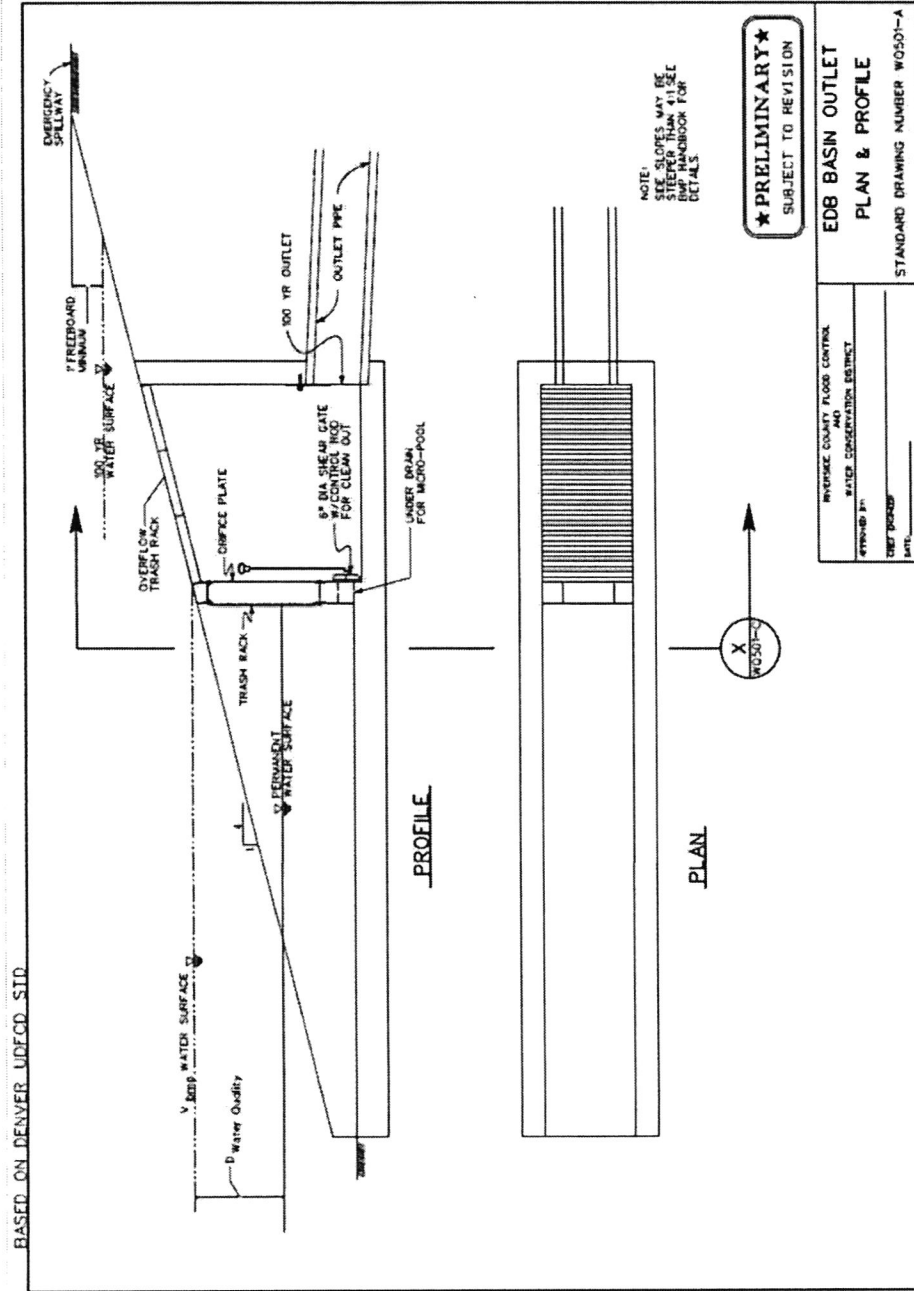
9. Embankment

Embankments shall be designed in accordance with applicable standards of Riverside County Flood Control District's "Basin Guidelines" (Appendix C) or other guidelines issued by the Engineering Authority (EA). Where applicable, embankment designs must additionally conform to the requirements of the State of California Division of Safety of Dams.

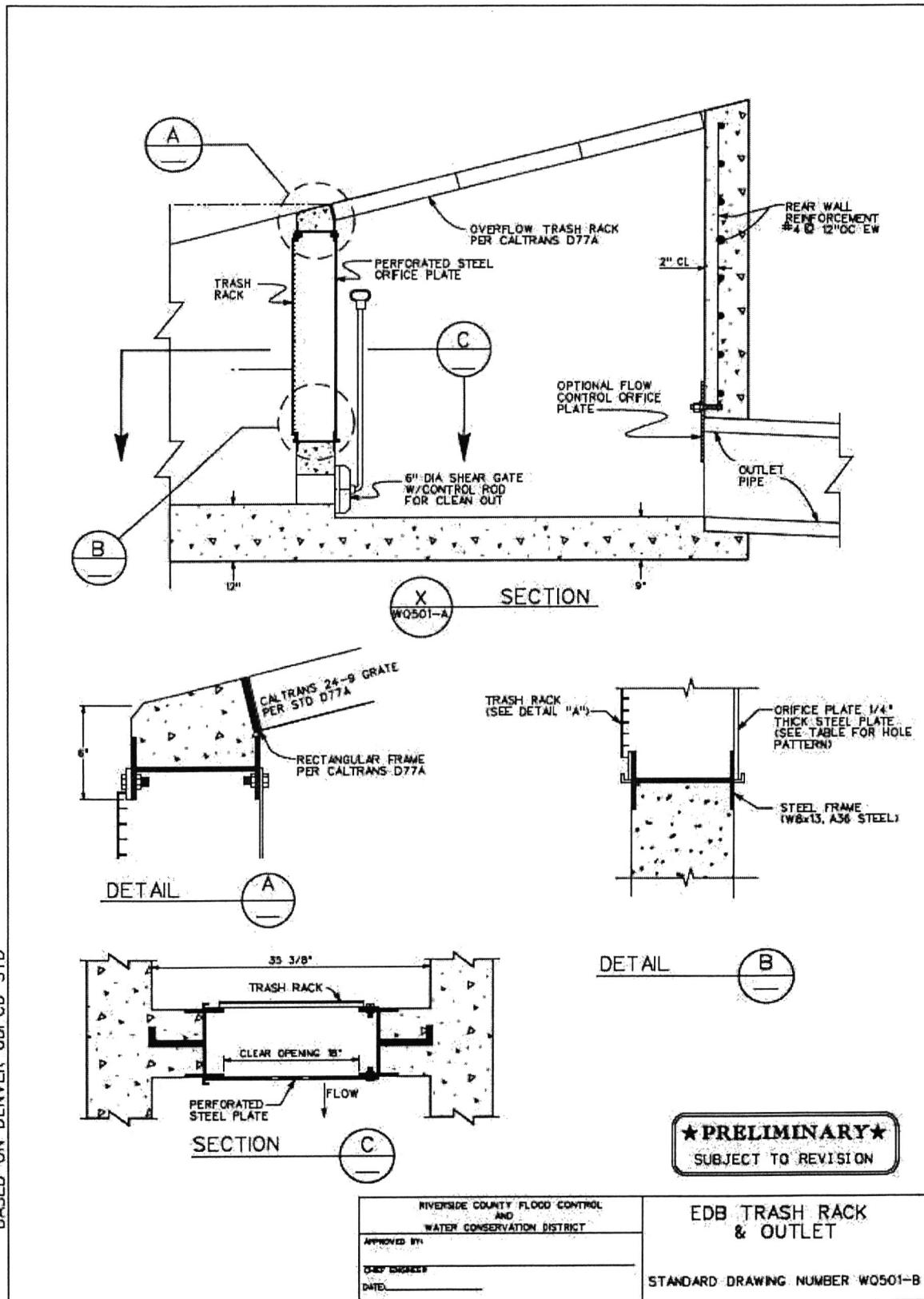
10. Spillway and Overflow Structures

Spillway and overflow structures should be designed in accordance with applicable standards of the "Basin Guidelines" (Appendix C) or other guidelines issued by the Engineering Authority (EA).

EXTENDED DETENTION BASIN BMP FACT SHEET

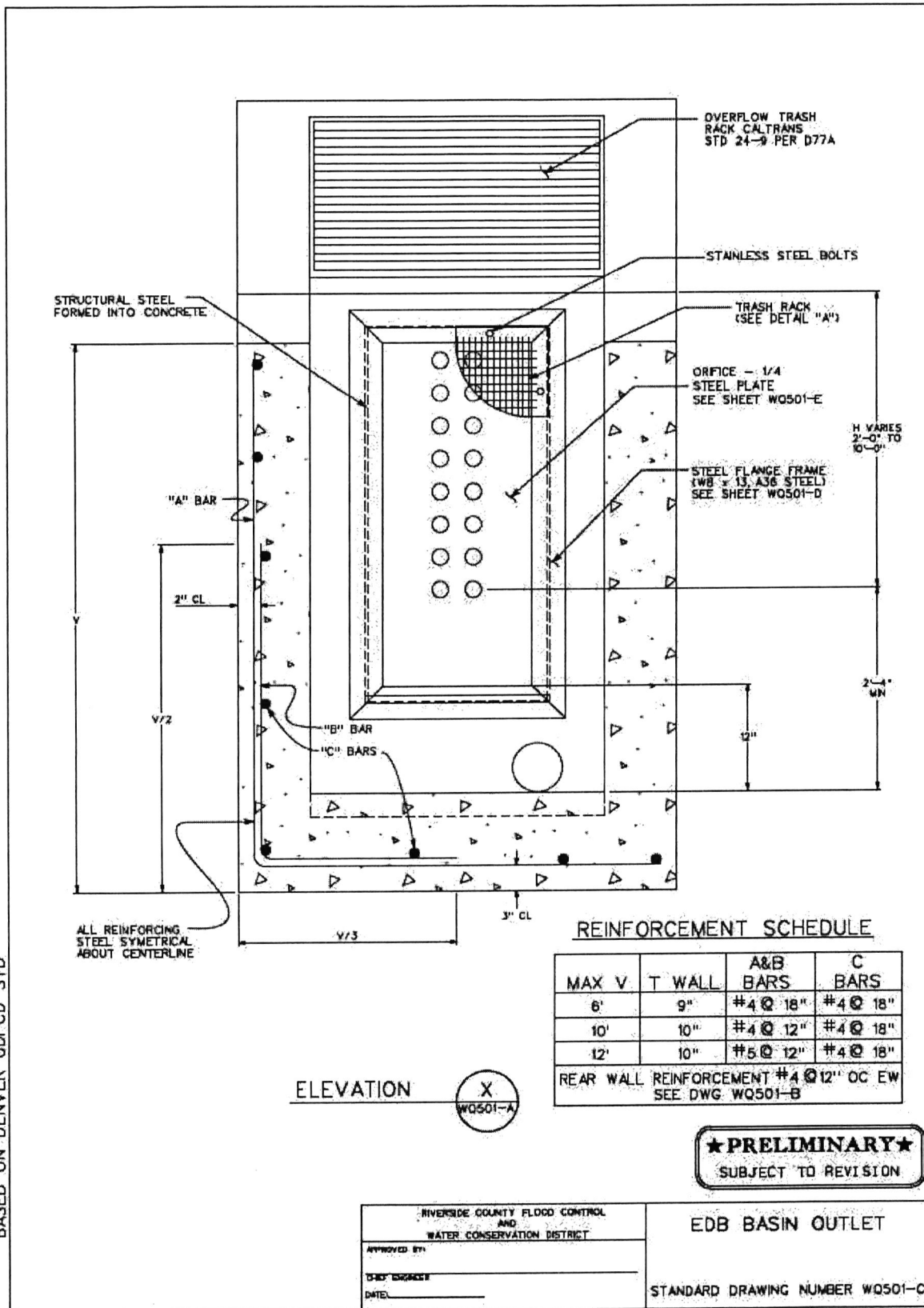


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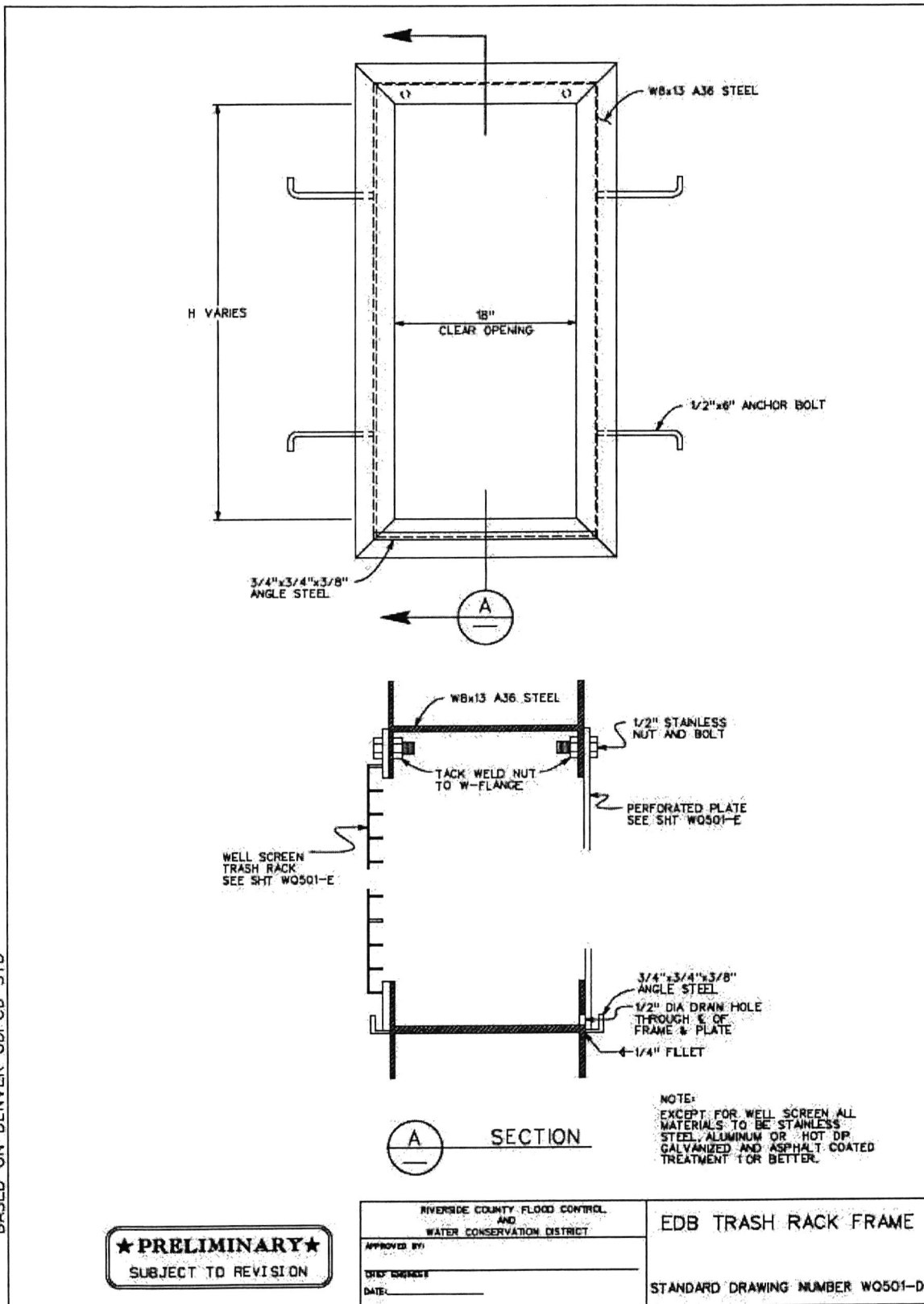


BASED ON DENVER UDFCD STD

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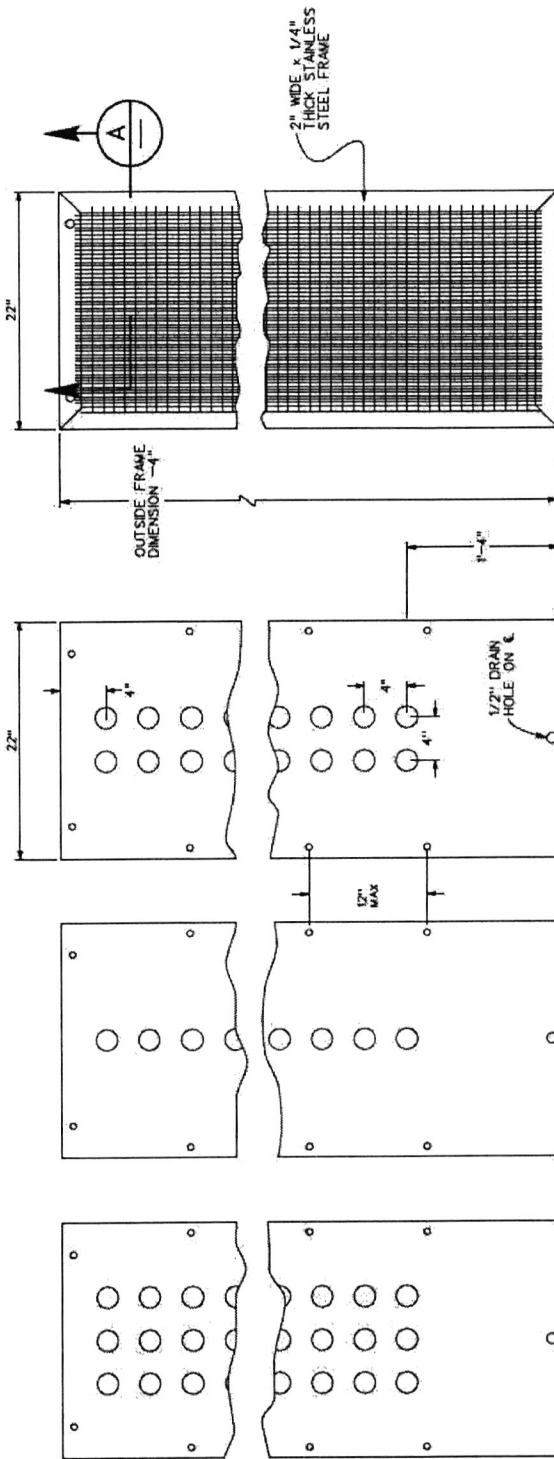


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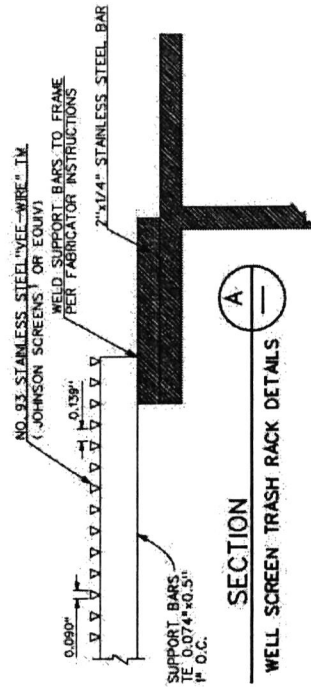
BASED ON DENVER UDFCD STD



WELL SCREEN TRASH RACK

EXAMPLE PERFORATION PATTERNS

- NOTE:**
1. THE GOAL IN DESIGNING THE OUTLET IS TO MINIMIZE THE NUMBER OF COLUMNS OF PERFORATIONS. THEREFORE, THE DIAMETER OF CIRCULAR PERFORATIONS SHOULD BE THE SAME AS THE DIAMETER OF CIRCULAR PERFORATIONS. BEFORE USING THE ALLOWED PERFORATION SHAPES AND CONFIGURATIONS SHOWN ABOVE, CONSULT WITH FIGURE EDB-2 *ORIFICE PLATE PERFORATION SIZING* TO DETERMINE THE PATTERN THAT PROVIDES AN AREA PER ROW CLOSEST TO THAT REQUIRED WITHOUT EXCEEDING IT.
 2. PERFORATED PLATE TO BE 1/4" STAINLESS STEEL OR HOT DIP GALVANIZED AND ASPHALT COATED TREATMENT OR BOTH.



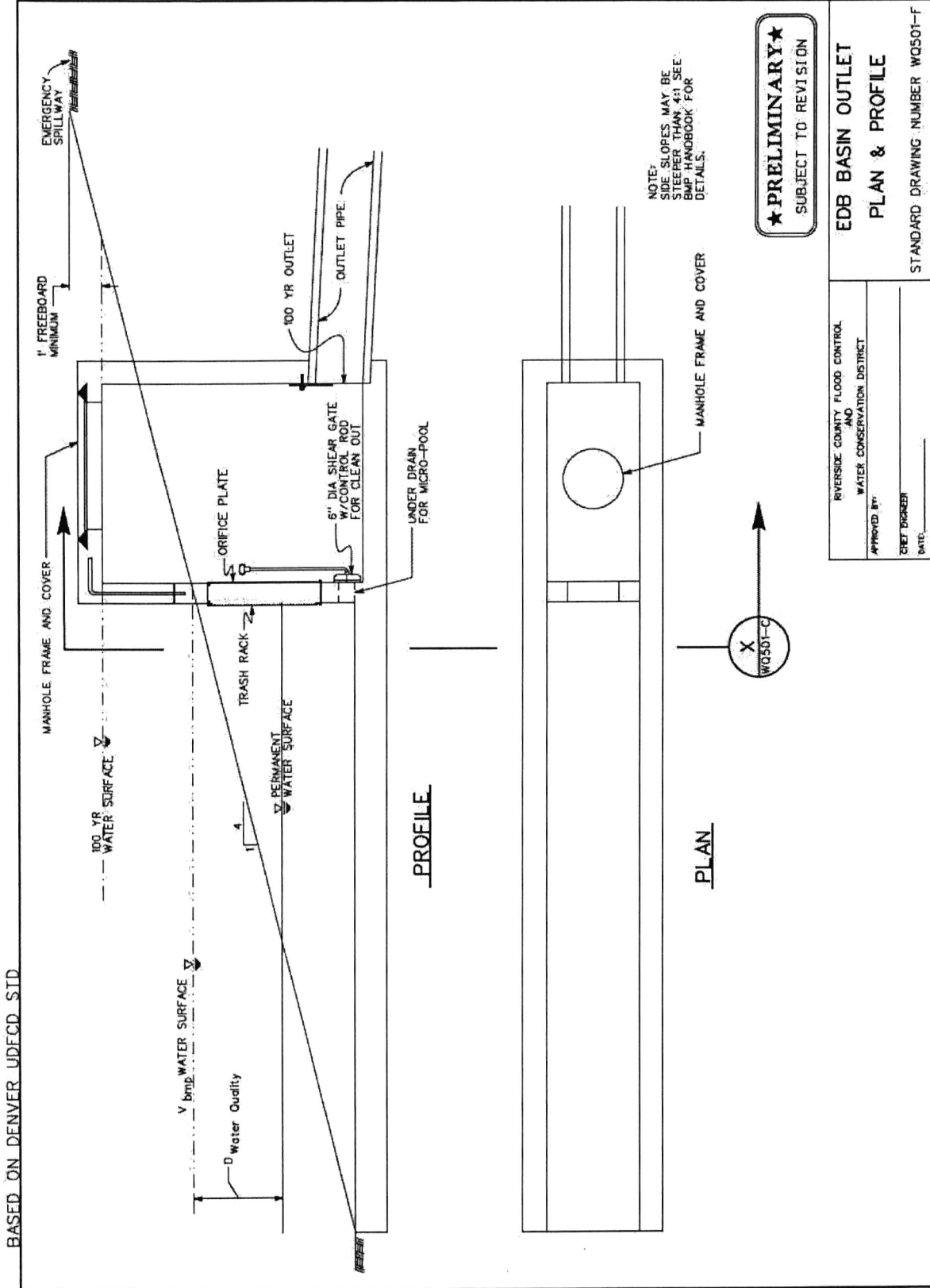
**SECTION
WELL SCREEN TRASH RACK DETAILS**

★ PRELIMINARY ★
 SUBJECT TO REVISION

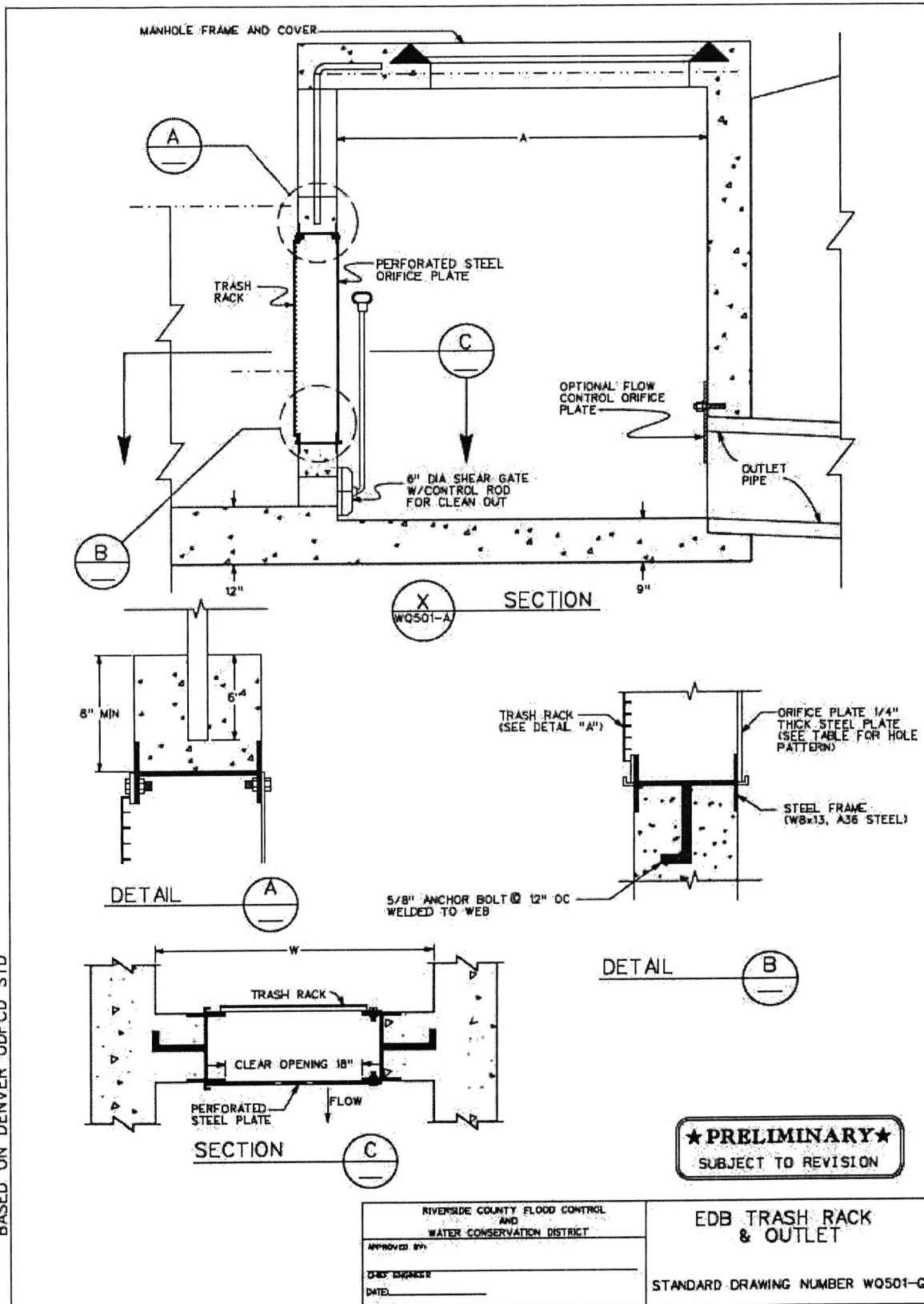
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT APPROVED BY: _____ CHIEF ENGINEER DATE: _____	EDB BASIN OUTLET PERFORATED PLATE & WELL SCREEN TRASH RACK STANDARD DRAWING NUMBER W0501-E
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1 JOHNSON SCREENS, ST. PAUL, MN USA 1-800-833-9473

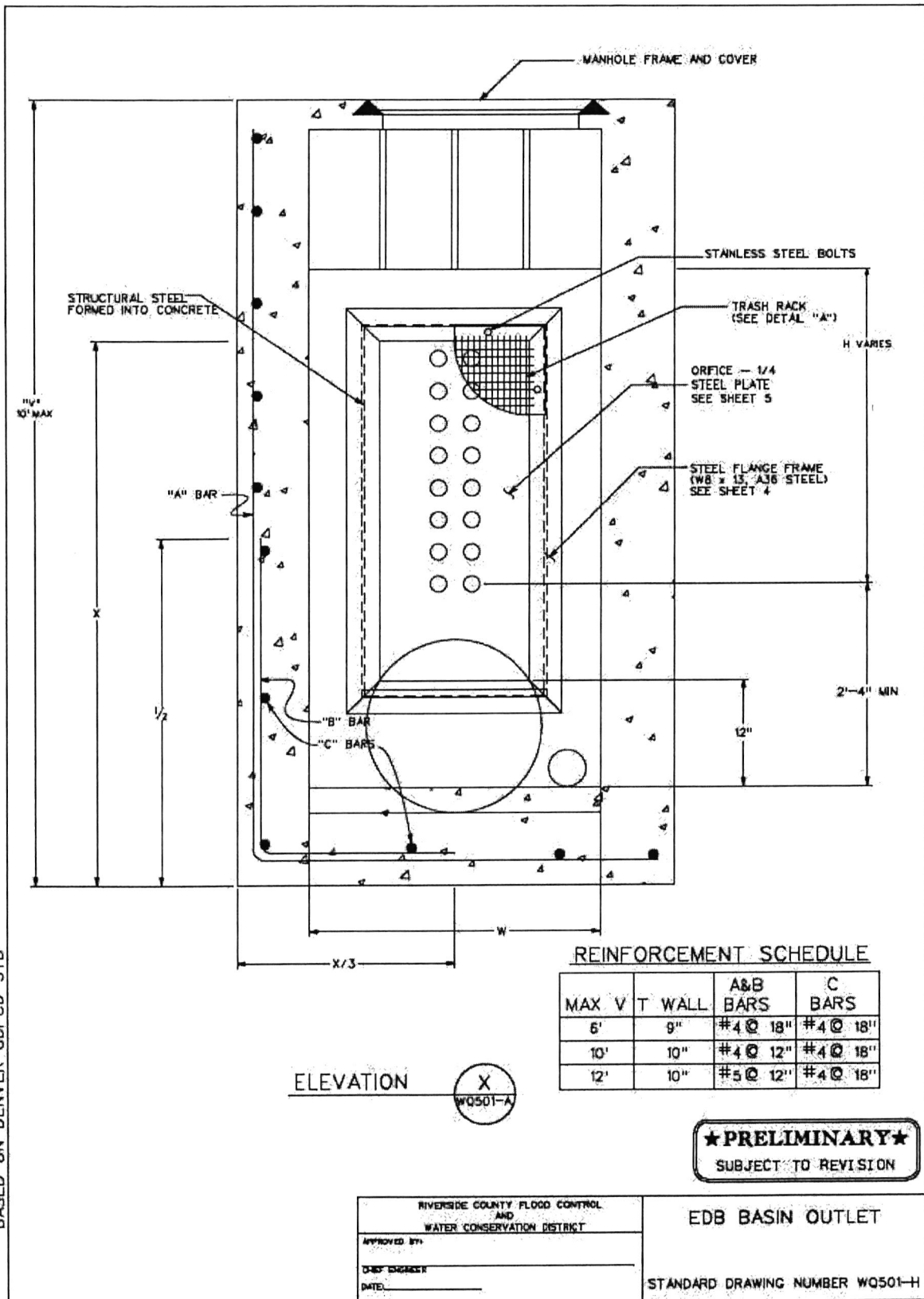
EXTENDED DETENTION BASIN BMP FACT SHEET



EXTENDED DETENTION BASIN BMP FACT SHEET



EXTENDED DETENTION BASIN BMP FACT SHEET



3.5 Bioretention Facility

Type of BMP	LID – Bioretention
Treatment Mechanisms	Infiltration, Evapotranspiration, Evaporation, Biofiltration
Maximum Drainage Area	This BMP is intended to be integrated into a project’s landscaped area in a distributed manner. Typically, contributing drainage areas to Bioretention Facilities range from less than 1 acre to a maximum of around 10 acres.
Other Names	Rain Garden, Bioretention Cell, Bioretention Basin, Biofiltration Basin, Landscaped Filter Basin, Porous Landscape Detention

Description

Bioretention Facilities are shallow, vegetated basins underlain by an engineered soil media. Healthy plant and biological activity in the root zone maintain and renew the macro-pore space in the soil and maximize plant uptake of pollutants and runoff. This keeps the Best Management Practice (BMP) from becoming clogged and allows more of the soil column to function as both a sponge (retaining water) and a highly effective and self-maintaining biofilter. In most cases, the bottom of a Bioretention Facility is unlined, which also provides an opportunity for infiltration to the extent the underlying onsite soil can accommodate. When the infiltration rate of the underlying soil is exceeded, fully biotreated flows are discharged via underdrains. Bioretention Facilities therefore will inherently achieve the maximum feasible level of infiltration and evapotranspiration and achieve the minimum feasible (but highly biotreated) discharge to the storm drain system.

Siting Considerations

These facilities work best when they are designed in a relatively level area. Unlike other BMPs, Bioretention Facilities can be used in smaller landscaped spaces on the site, such as:

- ✓ Parking islands
- ✓ Medians
- ✓ Site entrances

Landscaped areas on the site (such as may otherwise be required through minimum landscaping ordinances), can often be designed as Bioretention Facilities. This can be accomplished by:

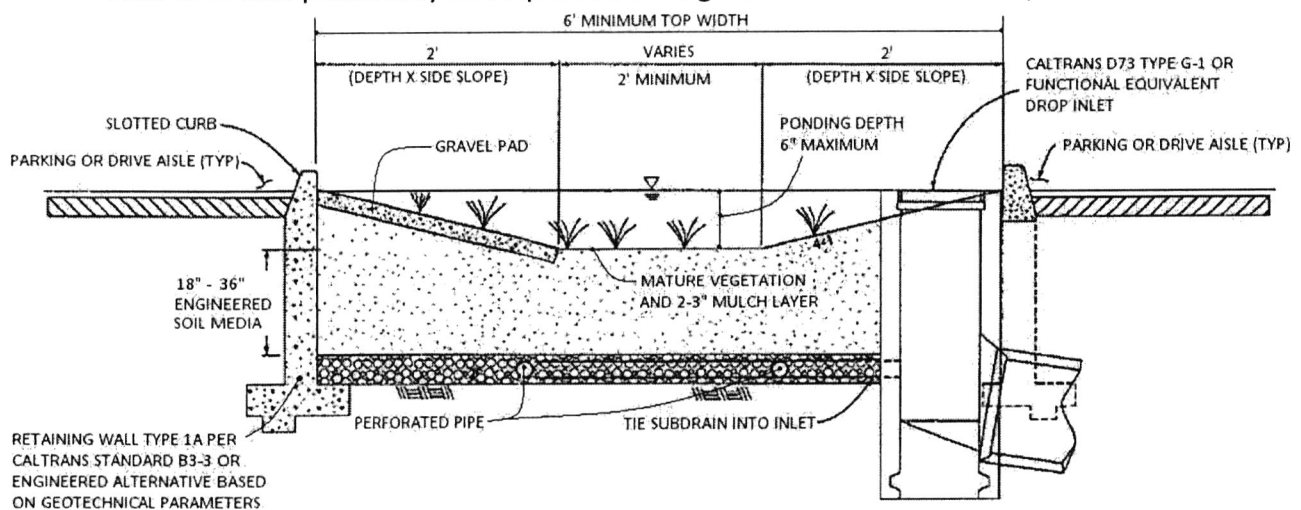
- *Depressing* landscaped areas below adjacent impervious surfaces, rather than elevating those areas
- Grading the site to direct runoff from those impervious surfaces *into* the Bioretention Facility, rather than away from the landscaping
- Sizing and designing the depressed landscaped area as a Bioretention Facility as described in this Fact Sheet

Bioretention Facilities should however not be used downstream of areas where large amounts of sediment can clog the system. Placing a Bioretention Facility at the toe of a steep slope should also be avoided due to the potential for clogging the engineered soil media with erosion from the slope, as well as the potential for damaging the vegetation.

Design and Sizing Criteria

The recommended cross section necessary for a Bioretention Facility includes:

- Vegetated area
- 18' minimum depth of engineered soil media
- 12' minimum gravel layer depth with 6' perforated pipes (added flow control features such as orifice plates may be required for HCOC conditions)



While the 18-inch minimum engineered soil media depth can be used in some cases, it is recommended to use 24 inches or a preferred 36 inches to provide an adequate root zone for the chosen plant palette. Such a design also provides for improved removal effectiveness for nutrients. The recommended ponding depth inside of a Bioretention Facility is 6 inches; measured from the flat bottom surface to the top of the water surface as shown in Figure 1.

Because this BMP is filled with an engineered soil media, pore space in the soil and gravel layer is assumed to provide storage volume. However, several considerations must be noted:

- Surcharge storage above the soil surface (6 inches) is important to assure that design flows do not bypass the BMP when runoff exceeds the soil's absorption rate.
- In cases where the Bioretention Facility contains engineered soil media deeper than 36 inches, the pore space within the engineered soil media can only be counted to the 36-inch depth.
- A maximum of 30 percent pore space can be used for the soil media whereas a maximum of 40 percent pore space can be use for the gravel layer.

BIORETENTION FACILITY BMP FACT SHEET

Engineered Soil Media Requirements

The engineered soil media shall be comprised of 85 percent mineral component and 15 percent organic component, by volume, drum mixed prior to placement. The mineral component shall be a Class A sandy loam topsoil that meets the range specified in Table 1 below. The organic component shall be nitrogen stabilized compost¹, such that nitrogen does not leach from the media.

Table 1: Mineral Component Range Requirements

Percent Range	Component
70-80	Sand
15-20	Silt
5-10	Clay

The trip ticket, or certificate of compliance, shall be made available to the inspector to prove the engineered mix meets this specification.

Vegetation Requirements

Vegetative cover is important to minimize erosion and ensure that treatment occurs in the Bioretention Facility. The area should be designed for at least 70 percent mature coverage throughout the Bioretention Facility. To prevent the BMP from being used as walkways, Bioretention Facilities shall be planted with a combination of small trees, densely planted shrubs, and natural grasses. Grasses shall be native or ornamental; preferably ones that do not need to be mowed. The application of fertilizers and pesticides should be minimal. To maintain oxygen levels for the vegetation and promote biodegradation, it is important that vegetation not be completely submerged for any extended period of time. Therefore, a maximum of 6 inches of ponded water shall be used in the design to ensure that plants within the Bioretention Facility remain healthy.

A 2 to 3-inch layer of standard shredded aged hardwood mulch shall be placed as the top layer inside the Bioretention Facility. The 6-inch ponding depth shown in Figure 1 above shall be measured from the top surface of the 2 to 3-inch mulch layer.

Curb Cuts

To allow water to flow into the Bioretention Facility, 1-foot-wide (minimum) curb cuts should be placed approximately every 10 feet around the perimeter of the Bioretention Facility. Figure 2 shows a curb cut in a Bioretention Facility. Curb cut flow lines must be at or above the V_{BMP} water surface level.

¹ For more information on compost, visit the US Composting Council website at: <http://compostingcouncil.org/>

BIORETENTION FACILITY BMP FACT SHEET

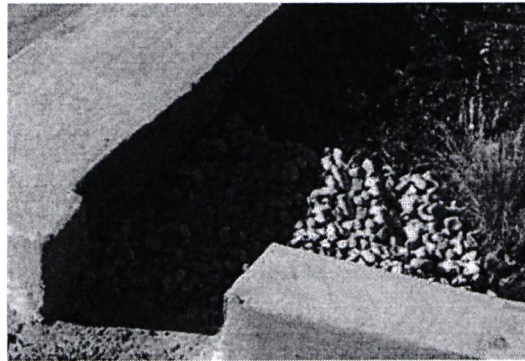


Figure 2: Curb Cut located in a Bioretention Facility

To reduce erosion, a gravel pad shall be placed at each inlet point to the Bioretention Facility. The gravel should be 1- to 1.5-inch diameter in size. The gravel should overlap the curb cut opening a minimum of 6 inches. The gravel pad inside the Bioretention Facility should be flush with the finished surface at the curb cut and extend to the bottom of the slope.

In addition, place an apron of stone or concrete, a foot square or larger, inside each inlet to prevent vegetation from growing up and blocking the inlet. See Figure 3.

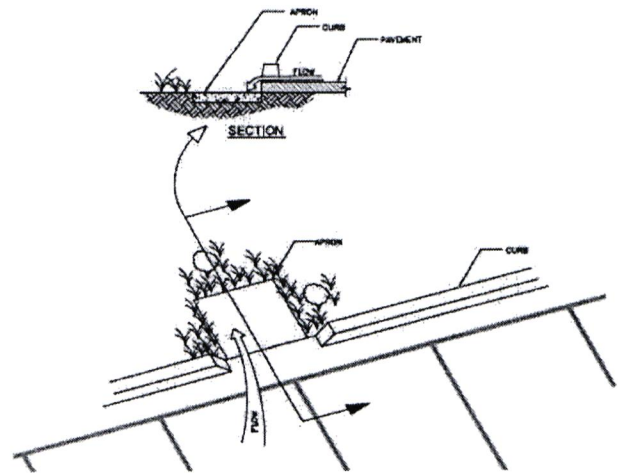


Figure 3: Apron located in a Bioretention Facility

Terracing the Landscaped Filter Basin

It is recommended that Bioretention Facilities be level. In the event the facility site slopes and lacks proper design, water would fill the lowest point of the BMP and then discharge from the basin without being treated. To ensure that the water will be held within the Bioretention Facility on sloped sites, the BMP must be terraced with nonporous check dams to provide the required storage and treatment capacity.

The terraced version of this BMP shall be used on non-flat sites with no more than a 3 percent slope. The surcharge depth cannot exceed 0.5 feet, and side slopes shall not exceed 4:1. Table 2 below shows the spacing of the check dams, and slopes shall be rounded up (i.e., 2.5 percent slope shall use 10' spacing for check dams).

Table 2: Check Dam Spacing

6" Check Dam Spacing	
Slope	Spacing
1%	25'
2%	15'
3%	10'

BIORETENTION FACILITY BMP FACT SHEET

Roof Runoff

Roof downspouts may be directed towards Bioretention Facilities. However, the downspouts must discharge onto a concrete splash block to protect the Bioretention Facility from erosion.

Retaining Walls

It is recommended that Retaining Wall Type 1A, per Caltrans Standard B3-3 or equivalent, be constructed around the entire perimeter of the Bioretention Facility. This practice will protect the sides of the Bioretention Facility from collapsing during construction and maintenance or from high service loads adjacent to the BMP. Where such service loads would not exist adjacent to the BMP, an engineered alternative may be used if signed by a licensed civil engineer.

Side Slope Requirements

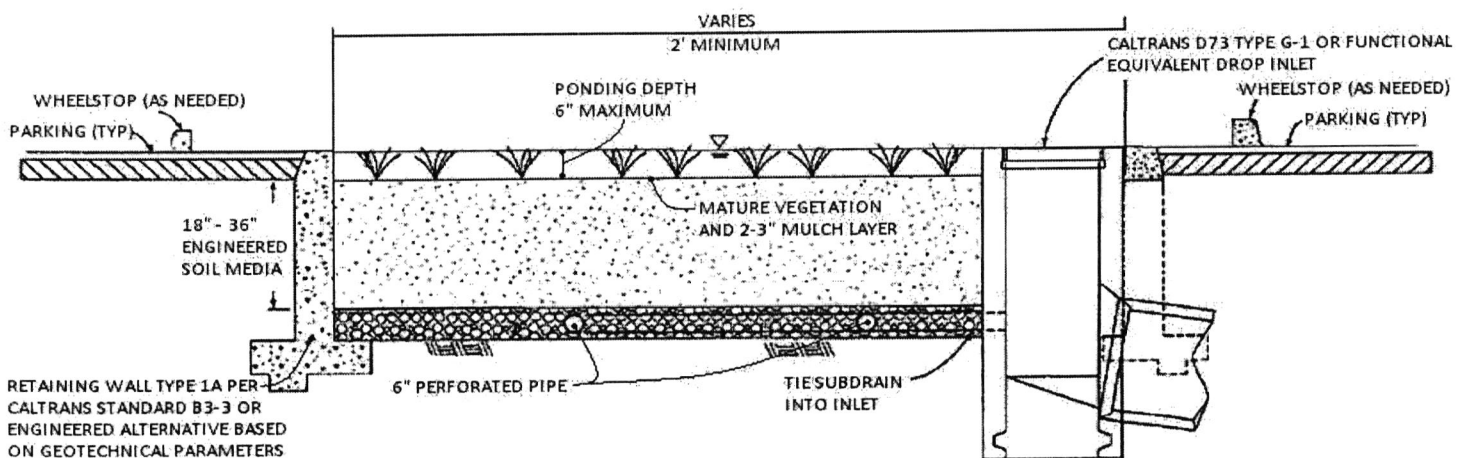
Bioretention Facilities Requiring Side Slopes

The design should assure that the Bioretention Facility does not present a tripping hazard. Bioretention Facilities proposed near pedestrian areas, such as areas parallel to parking spaces or along a walkway, must have a gentle slope to the bottom of the facility. Side slopes inside of a Bioretention Facility shall be 4:1. A typical cross section for the Bioretention Facility is shown in Figure 1.

Bioretention Facilities Not Requiring Side Slopes

Where cars park perpendicular to the Bioretention Facility, side slopes are not required. A 6-inch maximum drop may be used, and the Bioretention Facility must be planted with trees and shrubs to prevent pedestrian access. In this case, a curb is not placed around the Bioretention Facility,

but wheel stops shall be used to prevent vehicles from entering the Bioretention Facility, as shown in Figure 4.



BIORETENTION FACILITY BMP FACT SHEET

Planter Boxes

Bioretention Facilities can also be placed above ground as planter boxes. Planter boxes must have a minimum width of 2 feet, a maximum surcharge depth of 6 inches, and no side slopes are necessary. Planter boxes must be constructed so as to ensure that the top surface of the engineered soil media will remain level. This option may be constructed of concrete, brick, stone or other stable materials that will not warp or bend. Chemically treated wood or galvanized steel, which has the ability to contaminate stormwater, should not be used. Planter boxes must be lined with an impermeable liner on all sides, including the bottom. Due to the impermeable liner, the inside bottom of the planter box shall be designed and constructed with a cross fall, directing treated flows within the subdrain layer toward the point where subdrain exits the planter box, and subdrains shall be oriented with drain holes oriented down. These provisions will help avoid excessive stagnant water within the gravel underdrain layer. Similar to the in-ground Bioretention Facility versions, this BMP benefits from healthy plants and biological activity in the root zone. Planter boxes should be planted with appropriately selected vegetation.



Figure 5: Planter Box

Source: LA Team Effort

Overflow

An overflow route is needed in the Bioretention Facility design to bypass stored runoff from storm events larger than V_{BMP} or in the event of facility or subdrain clogging. Overflow systems must connect to an acceptable discharge point, such as a downstream conveyance system as shown in Figure 1 and Figure 4. The inlet to the overflow structure shall be elevated inside the Bioretention Facility to be flush with the ponding surface for the design capture volume (V_{BMP}) as shown in Figure 4. This will allow the design capture volume to be fully treated by the Bioretention Facility, and for larger events to safely be conveyed to downstream systems. The overflow inlet shall **not** be located in the entrance of a Bioretention Facility, as shown in Figure 6.

BIORETENTION FACILITY BMP FACT SHEET

Underdrain Gravel and Pipes

An underdrain gravel layer and pipes shall be provided in accordance with Appendix B – Underdrains.

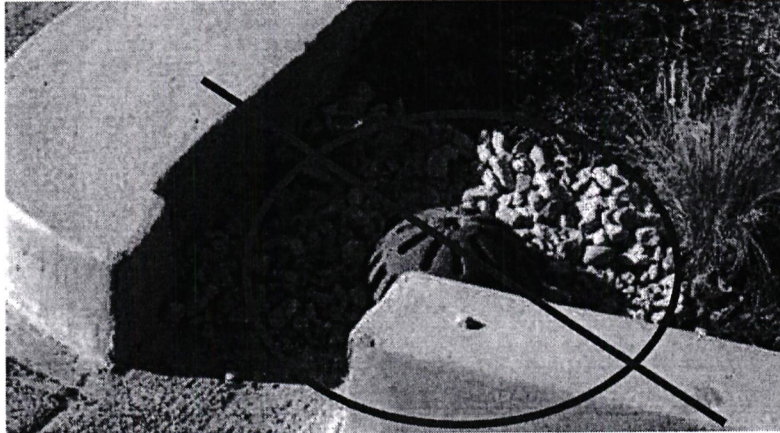


Figure 6: Incorrect Placement of an Overflow Inlet.

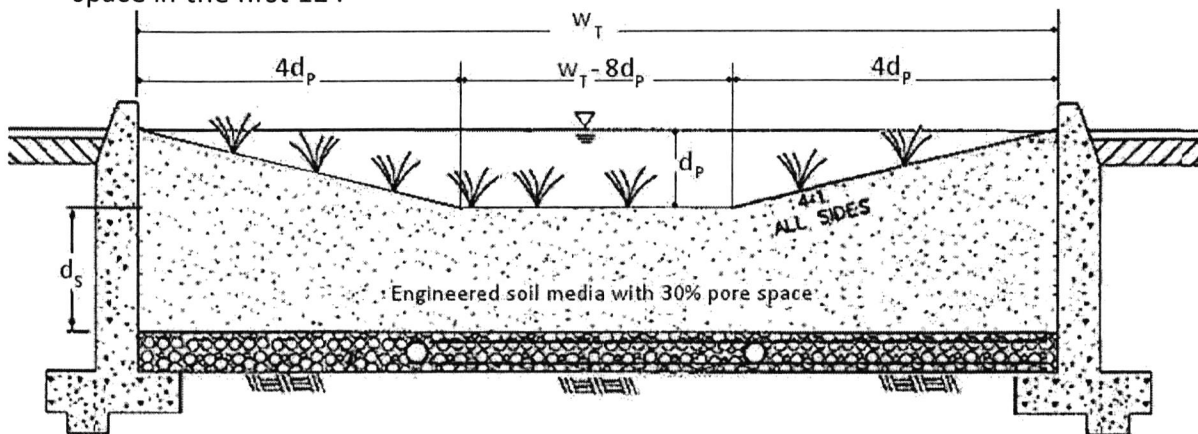
Inspection and Maintenance Schedule

The Bioretention Facility area shall be inspected for erosion, dead vegetation, soggy soils, or standing water. The use of fertilizers and pesticides on the plants inside the Bioretention Facility should be minimized.

Schedule	Activity
Ongoing	<ul style="list-style-type: none">• Keep adjacent landscape areas maintained. Remove clippings from landscape maintenance activities.• Remove trash and debris• Replace damaged grass and/or plants• Replace surface mulch layer as needed to maintain a 2-3 inch soil cover.
After storm events	<ul style="list-style-type: none">• Inspect areas for ponding
Annually	<ul style="list-style-type: none">• Inspect/clean inlets and outlets

Bioretention Facility Design Procedure

- 1) Enter the area tributary, A_T , to the Bioretention Facility.
- 2) Enter the Design Volume, V_{BMP} , determined from Section 2.1 of this Handbook.
- 3) Select the type of design used. There are two types of Bioretention Facility designs: the standard design used for most project sites that include side slopes, and the modified design used when the BMP is located perpendicular to the parking spaces or with planter boxes that do not use side slopes.
- 4) Enter the depth of the engineered soil media, d_s . The minimum depth for the engineered soil media can be 18' in limited cases, but it is recommended to use 24' or a preferred 36' to provide an adequate root zone for the chosen plant palette. Engineered soil media deeper than 36' will only get credit for the pore space in the first 36'.
- 5) Enter the top width of the Bioretention Facility.
- 6) Calculate the total effective depth, d_E , within the Bioretention Facility. The maximum allowable pore space of the soil media is 30% while the maximum allowable pore space for the gravel layer is 40%. Gravel layer deeper than 12' will only get credit for the pore space in the first 12'.



- a. For the design with side slopes the following equation shall be used to determine the total effective depth. Where, d_p is the depth of ponding within the basin.

$$d_E(\text{ft}) = \frac{0.3 \times \left[(w_T(\text{ft}) \times d_s(\text{ft})) + 4(d_p(\text{ft}))^2 \right] + 0.4 \times 1(\text{ft}) + d_p(\text{ft}) [4d_p(\text{ft}) + (w_T(\text{ft}) - 8d_p(\text{ft}))]}{w_T(\text{ft})}$$

This above equation can be simplified if the maximum ponding depth of 0.5' is used. The equation below is used on the worksheet to find the minimum area required for the Bioretention Facility:

$$d_E(\text{ft}) = (0.3 \times d_s(\text{ft}) + 0.4 \times 1(\text{ft})) - \left(\frac{0.7(\text{ft}^2)}{w_T(\text{ft})} \right) + 0.5(\text{ft})$$

- b. For the design without side slopes the following equation shall be used to determine the total effective depth:

$$d_E(\text{ft}) = d_p(\text{ft}) + [(0.3) \times d_s(\text{ft}) + (0.4) \times 1(\text{ft})]$$

The equation below, using the maximum ponding depth of 0.5', is used on the worksheet to find the minimum area required for the Bioretention Facility:

$$d_E(\text{ft}) = 0.5 (\text{ft}) + [(0.3) \times d_s(\text{ft}) + (0.4) \times 1(\text{ft})]$$

- 7) Calculate the minimum surface area, A_M , required for the Bioretention Facility. This does not include the curb surrounding the Bioretention Facility or side slopes.

$$A_M(\text{ft}^2) = \frac{V_{\text{BMP}}(\text{ft}^3)}{d_E (\text{ft})}$$

- 8) Enter the proposed surface area. This area shall not be less than the minimum required surface area.
- 9) Verify that side slopes are no steeper than 4:1 in the standard design, and are not required in the modified design.
- 10) Provide the diameter, minimum 6 inches, of the perforated underdrain used in the Bioretention Facility. See Appendix B for specific information regarding perforated pipes.
- 11) Provide the slope of the site around the Bioretention Facility, if used. The maximum slope is 3 percent for a standard design.
- 12) Provide the check dam spacing, if the site around the Bioretention Facility is sloped.
- 13) Describe the vegetation used within the Bioretention Facility.

References Used to Develop this Fact Sheet

Anderson, Dale V. "Landscaped Filter Basin Soil Requirements." Riverside, May 2010.

California Department of Transportation. CalTrans Standard Plans. 15 September 2005. May 2010 <http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/stdplns-met-new99.htm>.

Camp Dresser and McKee Inc.; Larry Walker Associates. California Stormwater Best Management Practice Handbook for New Development and Redevelopment. California Stormwater Quality Association (CASQA), 2004.

Contra Costa Clean Water Program. Stormwater Quality Requirements for Development Applications. 3rd Edition. Contra Costa, 2006.

County of Los Angeles Public Works. Stormwater Best Management Practice Design and Maintenance Manual. Los Angeles, 2009.

Kim, Hunho, Eric A. Seagren and Allen P. Davis. "Engineered Bioretention for Removal of Nitrate from Stormwater Runoff." Water Environment Research 75.4 (2003): 355-366.

LA Team Effort. LA Team Effort: FREE Planter Boxes for Businesses. 2 November 2009. May 2010 <<http://lateameffort.blogspot.com/2009/11/free-planter-boxes-for-businesses-est.html>>.

Montgomery County Maryland Department of Permitting Services Water Resources Section. Biofiltration (BF). Montgomery County, 2005.

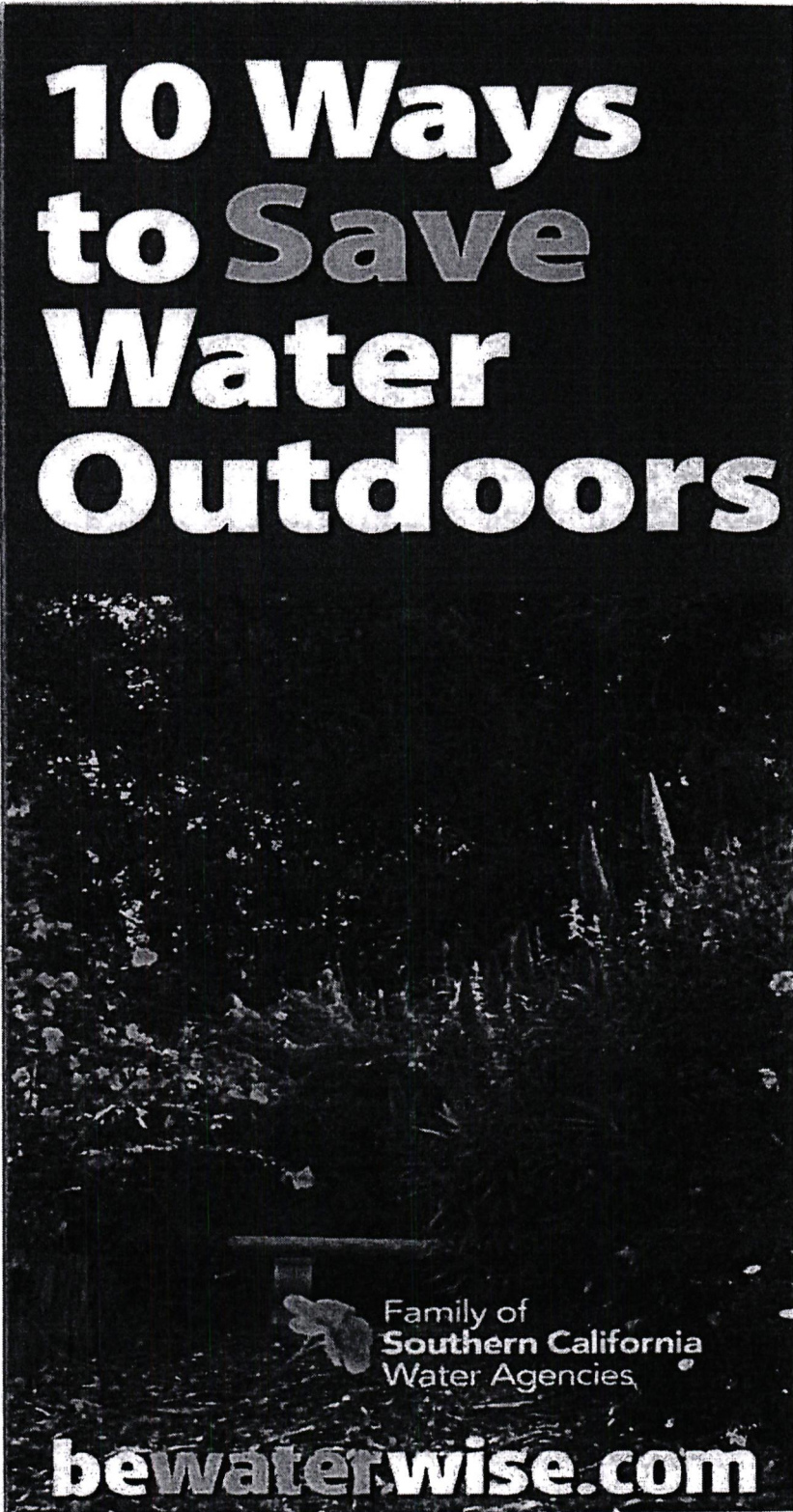
Program, Ventura Countywide Stormwater Quality Management. Technical Guidance Manual for Stormwater Quality Control Measures. Ventura, 2002.

United States Environmental Protection Agency. Storm Water Technology Fact Sheet Bioretention. Washington D.C, 1999.

Urban Drainage and Flood Control District. Urban Storm Drainage Criteria Manual Volume 3 - Best Management Practices. Vol. 3. Denver, 2008. 3 vols.

Urbonas, Ben R. Stormwater Sand Filter Sizing and Design: A Unit Operations Approach. Denver: Urban Drainage and Flood Control District, 2002.

10 Ways to Save Water Outdoors



Family of
Southern California
Water Agencies

bewaterwise.com

TIP #1 The average homeowner uses twice the amount of water needed to keep plants healthy. Use the watering calculator and index at bewaterwise.com to know exactly how much water your plants need.

TIP #2 Check your sprinkler system for leaks, overspray and broken sprinkler heads. Update with drip or other more water-efficient sprinklers where appropriate.

TIP #3 This fall, plant a portion of your garden with beautiful native and California Friendly plants. Browse the plant database at bewaterwise.com to find just the right look for your outdoor spaces.

TIP #4 Reduce the amount of water-thirsty grass. Keep only what you need and replace the rest with less-thirsty plants or permeable paving.

TIP #5 For the grass you keep, set your lawnmower blade higher.

TIP #6 Adjust your sprinkler timer downward in September. Plants need less water when days are shorter.

TIP #7 Use a broom instead of the hose for cleaning sidewalks and patios.

TIP #8 Mulch! A layer of bark, gravel, compost, sawdust or low-growing groundcover evens out soil temperature and allows better water retention.

TIP #9 Check the list of invasive plants that hurt our environment at caleppc.org and remove any from your garden.

TIP #10 Share these tips with your gardener, neighbors and friends. Water conservation should be a part of every Southern Californian's lifestyle, but that doesn't mean we can't have lush and beautiful outdoor spaces.

bewaterwise.com



A Citizen's Guide to Understanding Stormwater

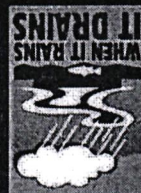


EPA 833-B-03-002
January 2003
EPA
ENVIRONMENTAL PROTECTION AGENCY
U.S. DEPARTMENT OF ENVIRONMENTAL PROTECTION



After the Storm

For more information contact:
www.epa.gov/npdes/stormwater
or visit:
www.epa.gov/nps



What is stormwater runoff?

Stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like driveways, sidewalks, and streets prevent stormwater from naturally soaking into the ground.

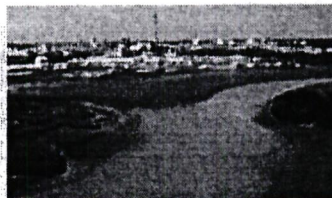
Why is stormwater runoff a problem?

Stormwater can pick up debris, chemicals, dirt, and other pollutants and flow into a storm sewer system or directly to a lake, stream, river, wetland, or coastal water. Anything that enters a storm sewer system is discharged untreated into the waterbodies we use for swimming, fishing, and providing drinking water.

The effects of pollution

Polluted stormwater runoff can have many adverse effects on plants, fish, animals, and people.

- ◆ Sediment can cloud the water and make it difficult or impossible for aquatic plants to grow. Sediment also can destroy aquatic habitats.
- ◆ Excess nutrients can cause algae blooms. When algae die, they sink to the bottom and decompose in a process that removes oxygen from the water. Fish and other aquatic organisms can't exist in water with low dissolved oxygen levels.
- ◆ Bacteria and other pathogens can wash into swimming areas and create health hazards, often making beach closures necessary.
- ◆ Debris—plastic bags, six-pack rings, bottles, and cigarette butts—washed into waterbodies can choke, suffocate, or disable aquatic life like ducks, fish, turtles, and birds.
- ◆ Household hazardous wastes like insecticides, pesticides, paint, solvents, used motor oil, and other auto fluids can poison aquatic life. Land animals and people can become sick or die from eating diseased fish and shellfish or ingesting polluted water.
- ◆ Polluted stormwater often affects drinking water sources. This, in turn, can affect human health and increase drinking water treatment costs.



Stormwater Pollution Solutions

Residential

Recycle or properly dispose of household products that contain chemicals, such as insecticides, pesticides, paint, solvents, and used motor oil and other auto fluids. Don't pour them onto the ground or into storm drains.

Lawn care

Excess fertilizers and pesticides applied to lawns and gardens wash off and pollute streams. In addition, yard clippings and leaves can wash into storm drains and contribute nutrients and organic matter to streams.



- ◆ Don't overwater your lawn. Consider using a soaker hose instead of a sprinkler.
- ◆ Use pesticides and fertilizers sparingly. When use is necessary, use these chemicals in the recommended amounts. Use organic mulch or safer pest control methods whenever possible.
- ◆ Compost or mulch yard waste. Don't leave it in the street or sweep it into storm drains or streams.
- ◆ Cover piles of dirt or mulch being used in landscaping projects.

Septic systems

- Leaking and poorly maintained septic systems release nutrients and pathogens (bacteria and viruses) that can be picked up by stormwater and discharged into nearby waterbodies. Pathogens can cause public health problems and environmental concerns.
- ◆ Inspect your system every 3 years and pump your tank as necessary (every 3 to 5 years).
 - ◆ Don't dispose of household hazardous waste in sinks or toilets.

Auto care

Washing your car and degreasing auto parts at home can send detergents and other contaminants through the storm sewer system. Dumping automotive fluids into storm drains has the same result as dumping the materials directly into a waterbody.



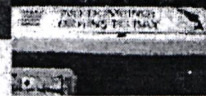
- ◆ Use a commercial car wash that treats or recycles its wastewater, or wash your car on your yard so the water infiltrates into the ground.
- ◆ Repair leaks and dispose of used auto fluids and batteries at designated drop-off or recycling locations.

Pet waste

Pet waste can be a major source of bacteria and excess nutrients in local waters.



- ◆ When walking your pet, remember to pick up the waste and dispose of it properly. Flushing pet waste is the best disposal method. Leaving pet waste on the ground increases public health risks by allowing harmful bacteria and nutrients to wash into the storm drain and eventually into local waterbodies.



Education is essential to changing people's behavior. Signs and markers near storm drains warn residents that pollutants entering the drains will be carried untreated into a local waterbody.

Residential landscaping

Permeable Pavement—Traditional concrete and asphalt don't allow water to soak into the ground. Instead these surfaces rely on storm drains to divert unwanted water. Permeable pavement systems allow rain and snowmelt to soak through, decreasing stormwater runoff.

Rain Barrels—You can collect rainwater from rooftops in mosquito-proof containers. The water can be used later on lawn or garden areas.



Rain Gardens and Grassy Swales—Specially designed areas planted with native plants can provide natural places for



rainwater to collect and soak into the ground. Rain from rooftop areas or paved areas can be diverted into these areas rather than into storm drains.

Vegetated Filter Strips—Filter strips are areas of native grass or plants created along roadways or streams. They trap the pollutants stormwater picks up as it flows across driveways and streets.



Commercial

Dirt, oil, and debris that collect in parking lots and paved areas can be washed into the storm sewer system and eventually enter local waterbodies.

- ◆ Sweep up litter and debris from sidewalks, driveways and parking lots, especially around storm drains.
- ◆ Cover grease storage and dumpsters and keep them clean to avoid leaks.
- ◆ Report any chemical spill to the local hazardous waste cleanup team. They'll know the best way to keep spills from harming the environment.

Erosion controls that aren't maintained can cause excessive amounts of sediment and debris to be carried into the stormwater system. Construction vehicles can leak fuel, oil, and other harmful fluids that can be picked up by stormwater and deposited into local waterbodies.

- ◆ Divert stormwater away from disturbed or exposed areas of the construction site.
- ◆ Install silt fences, vehicle mud removal areas, vegetative cover, and other sediment and erosion controls and properly maintain them, especially after rainstorms.
- ◆ Prevent soil erosion by minimizing disturbed areas during construction projects, and seed and mulch bare areas as soon as possible.



Construction

Agriculture

Lack of vegetation on streambanks can lead to erosion. Overgrazed pastures can also contribute excessive amounts of sediment to local waterbodies. Excess fertilizers and pesticides can poison aquatic animals and lead to destructive algae blooms. Livestock in streams can contaminate waterways with bacteria, making them unsafe for human contact.

- ◆ Keep livestock away from streambanks and provide them a water source away from waterbodies.
- ◆ Store and apply manure away from waterbodies and in accordance with a nutrient management plan.
- ◆ Vegetate riparian areas along waterways.
- ◆ Rotate animal grazing to prevent soil erosion in fields.
- ◆ Apply fertilizers and pesticides according to label instructions to save money and minimize pollution.



Automotive Facilities



Uncovered fueling stations allow spills to be washed into storm drains. Cars waiting to be repaired can leak fuel, oil, and other harmful fluids that can be picked up by stormwater.

- ◆ Clean up spills immediately and properly dispose of cleanup materials.
- ◆ Provide cover over fueling stations and design or retrofit facilities for spill containment.
- ◆ Properly maintain fleet vehicles to prevent oil, gas, and other discharges from being washed into local waterbodies.
- ◆ Install and maintain oil/water separators.



Forestry

Improperly managed logging operations can result in erosion and sedimentation.

- ◆ Conduct preharvest planning to prevent erosion and lower costs.
- ◆ Use logging methods and equipment that minimize soil disturbance.
- ◆ Plan and design skid trails, yard areas, and truck access roads to minimize stream crossings and avoid disturbing the forest floor.
- ◆ Construct stream crossings so that they minimize erosion and physical changes to streams.
- ◆ Expedite revegetation of cleared areas.

Helpful telephone numbers and links:

Riverside County Stormwater Protection Partners

Flood Control District	(951) 955-1200
County of Riverside	(951) 955-1000
City of Banning	(951) 922-3105
City of Beaumont	(951) 769-8520
City of Calimesa	(909) 795-9801
City of Canyon Lake	(951) 244-2955
Cathedral City	(760) 770-0327
City of Coachella	(760) 398-4978
City of Corona	(951) 736-2447
City of Desert Hot Springs	(760) 329-6411
City of Eastvale	(951) 361-0900
City of Hemet	(951) 765-2300
City of Indian Wells	(760) 346-2489
City of Indio	(760) 391-4000
City of Lake Elsinore	(951) 674-3124
City of La Quinta	(760) 777-7000
City of Menifee	(951) 672-6777
City of Moreno Valley	(951) 413-3000
City of Murrieta	(951) 304-2489
City of Norco	(951) 270-5607
City of Palm Desert	(760) 346-0611
City of Palm Springs	(760) 323-8299
City of Perris	(951) 943-6100
City of Rancho Mirage	(760) 324-4511
City of Riverside	(951) 361-0900
City of San Jacinto	(951) 654-7337
City of Temecula	(951) 694-6444
City of Wildomar	(951) 677-7751

REPORT ILLEGAL STORM DRAIN DISPOSAL
1-800-506-2555 or e-mail us at
fcnpdes@reflood.org

- Riverside County Flood Control and Water Conservation District
www.reflood.org

Online resources include:

- California Storm Water Quality Association
www.casqa.org
- State Water Resources Control Board
www.waterboards.ca.gov
- Power Washers of North America
www.thepwaa.org

Stormwater Pollution

What you should know for...

Outdoor Cleaning Activities and Professional Mobile Service Providers

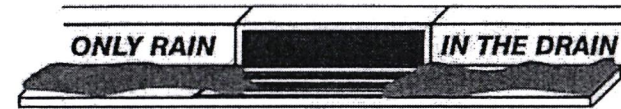


Storm drain pollution prevention information for:

- Car Washing / Mobile Detailers
- Window and Carpet Cleaners
- Power Washers
- Waterproofers / Street Sweepers
- Equipment cleaners or degreasers and all mobile service providers

Do you know where street flows actually go?

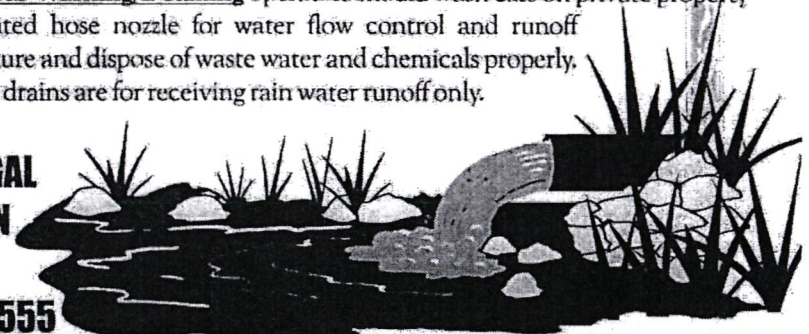
Storm drains are NOT connected to sanitary sewer systems and treatment plants!



The primary purpose of storm drains is to carry rain water away from developed areas to prevent flooding. Pollutants discharged to storm drains are transported directly into rivers, lakes and streams. Soaps, degreasers, automotive fluids, litter and a host of materials are washed off buildings, sidewalks, plazas and parking areas. Vehicles and equipment must be properly managed to prevent the pollution of local waterways.

Unintentional spills by mobile service operators can flow into storm drains and pollute our waterways. **Avoid mishaps.** Always have a **Spill Response Kit** on hand to clean up unintentional spills. Only emergency **Mechanical** repairs should be done in City streets, using drip pans for spills. **Plumbing** should be done on private property. Always store chemicals in a leak-proof container and keep covered when not in use. **Window/Power Washing** waste water shouldn't be released into the streets, but should be disposed of in a sanitary sewer, landscaped area or in the soil. Soiled **Carpet Cleaning** wash water should be filtered before being discharged into the sanitary sewer. Dispose of all filter debris properly. **Car Washing/Detailing** operators should wash cars on private property and use a regulated hose nozzle for water flow control and runoff prevention. Capture and dispose of waste water and chemicals properly. Remember, storm drains are for receiving rain water runoff only.

REPORT ILLEGAL STORM DRAIN DISPOSAL
1-800-506-2555



Help Protect Our Waterways!

Use these guidelines for Outdoor Cleaning Activities and Wash Water Disposal

Did you know that disposing of pollutants into the street, gutter, storm drain or body of water is **PROHIBITED** by law and can result in stiff penalties?

Best Management Practices

Waste wash water from Mechanics, Plumbers, Window/Power Washers, Carpet Cleaners, Car Washing and Mobile Detailing activities may contain significant quantities of motor oil, grease, chemicals, dirt, detergents, brake pad dust, litter and other materials.

Best Management Practices, or BMPs as they are known, are guides to prevent pollutants from entering the storm drains. *Each of us* can do our part to keep stormwater clean by using the suggested BMPs below:

Simple solutions for both light and heavy duty jobs:

Do...consider dry cleaning methods first such as a mop, broom, rag or wire brush. Always keep a spill response kit on site.

Do...prepare the work area before power cleaning by using sand bags, rubber mats, vacuum booms, containment pads or temporary berms to keep wash water away from the gutters and storm drains.

Do...use vacuums or other machines to remove and collect loose debris or litter before applying water.

Do...obtain the property owner's permission to dispose of *small amounts* of power washing waste water on to landscaped, gravel or unpaved surfaces.

Do...check your local sanitary sewer agency's policies on wash water disposal regulations before disposing of wash water into the sewer. (See list on reverse side)

Do...be aware that if discharging to landscape areas, soapy wash water may damage landscaping. Residual wash water may remain on paved surfaces to evaporate. Sweep up solid residuals and dispose of properly. Vacuum booms are another option for capturing and collecting wash water.

Do...check to see if local ordinances prevent certain activities.

Do not let...wash or waste water from sidewalk, plaza or building cleaning go into a street or storm drain.



Report illegal storm drain disposal
Call Toll Free
1-800-506-2555

Using Cleaning Agents

Try using biodegradable/phosphate-free products. They are easier on the environment, but don't confuse them with being toxic free. Soapy water entering the storm drain system can impact the delicate aquatic environment.



When cleaning surfaces with a *high-pressure washer* or *steam cleaner*, additional precautions should be taken to prevent the discharge of pollutants into the storm drain system. These two methods of surface cleaning can loosen additional material that can contaminate local waterways.

Think Water Conservation

Minimize water use by using high pressure, low volume nozzles. Be sure to check all hoses for leaks. Water is a precious resource, don't let it flow freely and be sure to shut it off in between uses.

Screening Wash Water

Conduct thorough dry cleanup before washing exterior surfaces, such as buildings and decks *with loose paint*, sidewalks or plaza areas. Keep debris from entering the storm drain after cleaning by first passing the wash water through a "20 mesh" or finer screen to catch the solid materials, then dispose of the mesh in a refuse container. Do not let the remaining wash water enter a street, gutter or storm drain.

Drain Inlet Protection & Collection of Wash Water

- Prior to any washing, block all storm drains with an impervious barrier such as sandbags or berms, or seal the storm drain with plugs or other appropriate materials.
- Create a containment area with berms and traps or take advantage of a low spot to keep wash water contained.
- Wash vehicles and equipment on grassy or gravel areas so that the wash water can seep into the ground.
- Pump or vacuum up all wash water in the contained area.

Concrete/Coring/Saw Cutting and Drilling Projects

Protect any down-gradient inlets by using dry activity techniques whenever possible. If water is used, minimize the amount of water used during the coring/drilling or saw cutting process. Place a barrier of sandbags and/or absorbent berms to protect the storm drain inlet or watercourse. Use a shovel or wet vacuum to remove the residue from the pavement. Do not wash residue or particulate matter into a storm drain inlet or watercourse.



**Don't waste
another minute
wasting water**

bewaterwise.com[®]

5 Things to Know about California's Drought

- 1** It's one of the worst in California's history
- 2** Storage levels are dropping, preserve our reserves
- 3** Conservation is key in hot summer and fall
- 4** Limiting outdoor water use equals big savings
- 5** Do your part, go to bewaterwise.com[®] for water-saving tips and valuable rebates



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

WATER SAVING TIPS

Southern Californians have done a good job conserving water. But the multi-year drought has reduced our water reserve levels. More saving must be done to make sure there is water for the future. Be sure to check with your local water agency to find out about mandatory requirements that may be in place where you live.

Here are some helpful things you can do to save water:

Outdoor

- Water your yard early in the morning or later in the evening to reduce evaporation. Save up to 25 gallons a day.
- Keep mulch around plants to reduce evaporation and save hundreds of gallons a year.
- Use a broom instead of a hose to clean driveways, sidewalks and patios. You'll save 150 gallons a week.
- Fix sprinkler leaks, overspray and broken sprinkler heads. You'll save 500 gallons a month.
- Replace part of your lawn with California Friendly® plants and save thousands of gallons a month.

Indoor

- Turn off the water when you brush your teeth and shorten your showers to 5 minutes. Save up to 25 gallons a day.
- Fix leaking faucets and running toilets. Save 20 gallons a day.
- Wash only full loads of laundry and save between 15 and 50 gallons each time.
- Buy water-saving devices like high-efficiency toilets and clothes washers. These are eligible for rebates! Check bewaterwise.com®.
- Talk to your family and friends about saving water. If everyone does a little, we save a lot.



bewaterwise.com®

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

TRACT NO. 32477

BEING A SUBDIVISION OF A PORTION OF THE EAST 1/2 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY SECTIONED SURVEY OF THE RANCHO EL SOBRANTE DE SAN JACINTO, RECORDED IN BOOK 1, PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

SP2 & CO.

APRIL 2022

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022 AT _____, IN BOOK _____ OF MAPS, AT PAGES _____ AT THE REQUEST OF THE CLERK OF THE BOARD.
NO.: _____
FEE: _____
PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER
BY: _____ DEPUTY
SUBDIVISION GUARANTEE: CHICAGO TITLE INSURANCE COMPANY

OWNER'S STATEMENT

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

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

AS A CONDITION OF DEDICATION OF LOT "A", WASHINGTON STREET, AND LOT "B", RABBIT SCRAMBLE TRAIL, THE OWNERS OF LOT 1, LOTS 29 THROUGH 36, AND LOTS 64 AND 66, INCLUSIVE, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

WE HEREBY RETAIN LOTS "C" THROUGH "F", INCLUSIVE, INDICATED AS "PRIVATE STREETS" AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "C" THROUGH "F", INCLUSIVE. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "C" THROUGH "F", INCLUSIVE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE EQUESTRIAN TRAIL EASEMENT LYING WITHIN LOTS 1, 35, 36, 64, 66, AND 68, INCLUSIVE. THE DEDICATION IS FOR EQUESTRIAN TRAIL PURPOSES.

~~THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT TO WESTERN MUNICIPAL WATER DISTRICT - WATER LINE EASEMENT LYING WITHIN LOT 6, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES.~~

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LANDSCAPE EASEMENTS LYING WITHIN LOTS 1, 35, AND 36, INCLUSIVE. THE DEDICATION IS FOR LANDSCAPE MAINTENANCE PURPOSES.

WE HEREBY RETAIN LOTS 66, 67, AND 68, INCLUSIVE, IN FEE INDICATED AS OPEN SPACE AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN THE EASEMENT INDICATED AS "PRIVATE DRAINAGE EASEMENT," LYING WITHIN LOTS 2 THROUGH 16, 17, 18, 23, AND 29 INCLUSIVE, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN THE EASEMENT INDICATED AS "PRIVATE ACCESS EASEMENT," LYING WITHIN LOTS 1 AND 35, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN THE EASEMENT INDICATED AS "PRIVATE LANDSCAPE EASEMENT," LYING WITHIN LOTS 32 THROUGH 34, INCLUSIVE, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOT 17 IN FEE INDICATED AS DETENTION BASIN AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

LOTS 6, 31, 41, AND 59, WILL REMAIN NOT DEVELOPABLE UNTIL THE EASEMENT DESCRIBED IN DEED RECORDED MARCH 3, 1945, IN BOOK 661, PAGE 448, HAS BEEN ABANDONED BY RECORDED NOTICE.

LOTS 8, 29, 44, AND 57, WILL REMAIN NOT DEVELOPABLE UNTIL THE EASEMENT DESCRIBED IN INSTRUMENT NO. 23019, RECORDED MARCH 3, 1966, HAS BEEN ABANDONED BY RECORDED NOTICE.

OWNERS:

BRIDGEWALK 64, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
BY: JPMB INVESTMENTS, LLC, A DELAWARE LIABILITY COMPANY
ITS: ADMINISTRATIVE MEMBER

BY: Paul Conifer
PRINTED NAME: PAUL CONIFER
TITLE: MANAGING MEMBER

BOARD OF SUPERVISORS STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP 32477 AND ACCEPTS THE OFFER OF DEDICATION MADE HEREON OF LOT "A" FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS. THE OFFER OF DEDICATION OF LOT "B" FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES IS ACCEPTED TO VEST TITLE IN THE COUNTY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES; BUT THAT SAID ROAD SHALL NOT BECOME PART OF THE COUNTY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THIS BOARD ADOPTED PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE. THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "C" THROUGH "F", INCLUSIVE, INDICATED AS "PRIVATE STREETS" AS SHOWN HEREON IS HEREBY ACCEPTED. THE OFFERS OF DEDICATION OF "ADJUTERS RIGHTS OF ACCESS" ALONG WASHINGTON STREET AND RABBIT SCRAMBLE TRAIL ARE HEREBY ACCEPTED. THE EASEMENTS FOR LANDSCAPE AND MAINTENANCE PURPOSES, AS SHOWN HEREON, ARE HEREBY ACCEPTED AS PART OF LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT 89-1 CONSOLIDATED MAINTAINED SYSTEM, SUBJECT TO IMPROVEMENTS.

DATE: February 28, 2022

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BY: [Signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
[Signature] CLERK OF THE BOARD OF SUPERVISORS

BY: [Signature] DEPUTY

RIVERSIDE COUNTY REGIONAL PARKS AND OPEN SPACE DISTRICT CERTIFICATE OF ACCEPTANCE

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

DATE: Dec 20, 2022

BY: [Signature] FOR
KYLE BROWN, PARKS DIRECTOR/GENERAL MANAGER

WATER FACILITIES STATEMENT

I HEREBY CERTIFY THAT THE SUBDIVIDER NAMED ON THIS MAP HAS POSTED SECURITIES ACCESSIBLE TO WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY (DISTRICT), ADEQUATE TO FUND CONSTRUCTION OF WATER FACILITIES, ONCE FIRE HYDRANTS, WATER MAINLINES AND APPURTENANCES, ANY REQUIRED OFFSIDE FACILITIES, AND SERVICE LATERALS HAVE BEEN INSTALLED AND ACCEPTED BY THE DISTRICT, AND REQUIRED FEES PAID. THE DISTRICT WILL SUPPLY WATER TO EACH LANCEL CREATED BY THIS SUBDIVISION. THE EASEMENTS AND RIGHT-OF-WAYS SHOWN ARE SUFFICIENT FOR ALL REQUIREMENTS OF WATER CONSTRUCTION AND ARE HEREBY ACCEPTED.

DATE: _____ 2022

DEREK KAMM, REC 54253
DIRECTOR OF ENGINEERING

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, LOS ANGELES

ON DEC 29, 2022 BEFORE ME GUSTAVO R. SALGADO, A NOTARY PUBLIC PERSONALLY APPEARED PAUL CONIFER, WHO PREPARED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO IN THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR 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: [Signature]
PRINT NAME: GUSTAVO R. SALGADO

NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2338385

MY COMMISSION EXPIRES: OCT 13, 2024

COUNTY OF PRINCIPAL PLACE OF BUSINESS: LOS ANGELES

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 BRIDGEWALK 64, LLC, ON 12/1/2014. 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 RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 12/28 2022

BY: [Signature]
MIGUEL A. VILASENOR, L.S. NO. 8508



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 32477 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON JUNE 28TH 2005, THE EXPIRATION DATE BEING DECEMBER 28TH, 2022, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 2-2 2023

BY: [Signature] TIMELY FILED
DAVID L. MCMLLAN
COUNTY SURVEYOR
L.S. 8488, EXP. 12-31-2024



TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 2,000.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: January 19 2022

BY: [Signature] DEPUTY
CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

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 \$ 0.00.

DATE: Jan 17 2023

MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: [Signature] DEPUTY

ABANDONMENT NOTE

PURSUANT TO SECTIONS 66434 AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

THOSE PORTIONS OF A 30' WIDE ROAD AND UTILITY EASEMENT AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 45, PAGE 32, OF RECORDS OF SURVEY, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE BOUNDARY OF THIS TRACT MAP.

SCHEDULE "B"
I.P. #150026
SECTION 35, T.3 S., R. 5 W.