

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



**ITEM: 2.11  
(ID # 21227)**

**MEETING DATE:**  
Tuesday, March 28, 2023

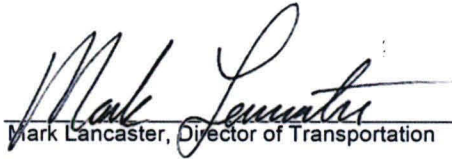
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of Final Tract Map 36730 a Schedule "A" Subdivision in the Woodcrest Area. District  
2. [Applicant Fees 100%]

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

1. Approve the Improvement Agreements for Final Tract Map 36730 as approved by County Counsel;
2. Approve the Final Map; and
3. Authorize the Chair of the Board to sign the Improvement Agreements and Final Tract Map 36730.

**ACTION:Consent**

  
Mark Lancaster, Director of Transportation

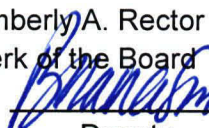
3/16/2023

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

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

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

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

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

**BACKGROUND:**

**Summary**

The Tentative Map of Tract 36730 was approved by the Board of Supervisors on May 24, 2016, as Agenda Item 16.1. Final Tract Map 36730 is a 24.98-acre subdivision creating 52 residential lots 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.

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

- TR 36730 \$974,500 for the completion of road and drainage improvements.
- TR 36730 \$348,500 for the completion of the water system.
- TR 36730 \$167,500 for the completion of the sewer system.
- TR 36730 \$67,680 for the completion of the survey monumentation.

**Additional Fiscal Information:**

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

**ATTACHMENTS:**

- TR 36730 Vicinity Map
- TR 36730 Improvement Agreements
- TR 36730 Mylars

 Jason Farin, Principal Management Analyst      3/20/2023      
  Ronak Patel, Deputy County Counsel      3/20/2023

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

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

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 36730**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Nine hundred seventy-four thousand five hundred and no/100 Dollars (\$974,500.00)**.

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

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

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

Agreement for the Construction of Road/Drainage Improvements

Tract **36730**

Page 1

MAR 28 2023 2.11

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

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

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

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

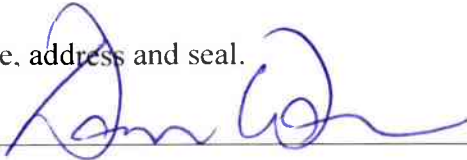
NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted,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

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

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

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Pulte Homes 27401 Los Altos, Suite 400 Mission Viejo, CA 92691

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

By  \_\_\_\_\_

Print Name Darren Warren \_\_\_\_\_

Title Division Vice President \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

# ACKNOWLEDGMENT

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

State of California  
County of ORANGE )

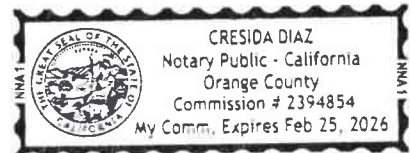
On JULY 22, 2022 before me, CRESIDA DIAZ, NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

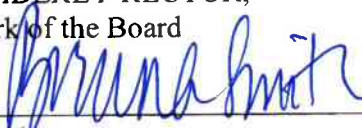
Signature *Cresida Diaz* (Seal)




COUNTY OF RIVERSIDE SIGNATURE PAGE

By   
\_\_\_\_\_  
KEVIN JEFFRIES, CHAIR  
Board of Supervisors

ATTEST:

KIMBERLY RECTOR,  
Clerk of the Board  
By   
\_\_\_\_\_  
Deputy

APPROVED AS TO FORM

County Counsel  
By   
\_\_\_\_\_

Revised 09/01/2020

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

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

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 36730**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **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 hundred forty-eight thousand five hundred and no/100 Dollars (\$348,500.00)**.

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

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

Agreement for the Construction of Water System Improvements

Tract **36730**

Page 1

MAR 28 2023

2.11



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

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

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

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

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

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

Agreement for the Construction of Water System Improvements

Tract 36730

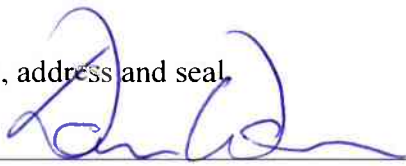
Page 2

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

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

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Pulte Homes 27401 Los Altos, Suite 400 Mission Viejo, CA 92691

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

By  \_\_\_\_\_

Print Name Darren Warren \_\_\_\_\_

Title Division Vice President \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

## ACKNOWLEDGMENT

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

State of California  
County of ORANGE )

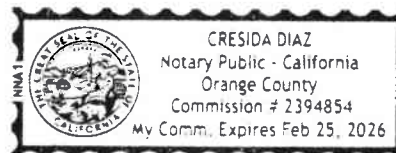
On JULY 22, 2022 before me, CRESIDA DIAZ, NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Cresida Diaz* (Seal)



COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By   
KEVIN JEFFRIES, CHAIR  
Board of Supervisors

ATTEST:

KIMBERLY RECTOR,  
Clerk of the Board

By   
Deputy

APPROVED AS TO FORM

County Counsel

By 

Revised 09/01/2020

MAR 28 2023 2.11

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

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

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 36730**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Western Municipal Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **One hundred sixty-seven thousand five hundred and no/100 Dollars (\$167,500.00)**.

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

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

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

Agreement for the Construction of Sewer System Improvements

Tract **36730**

Page 1

MAR 28 2023 2.11

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

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

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

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

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

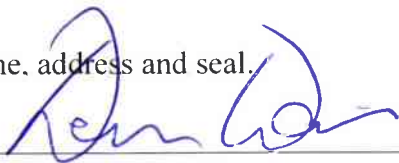
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

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

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

Contractor  
Pulte Homes  
27401 Los Altos, Suite 400  
Mission Viejo, CA 92691

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

By  \_\_\_\_\_

Print Name Darren Warren \_\_\_\_\_

Title Division Vice President \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

## ACKNOWLEDGMENT

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

State of California  
County of ORANGE )

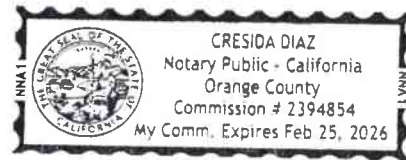
On JULY 22, 2022 before me, CRESIDA DIAZ, NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By   
\_\_\_\_\_  
KEVIN JEFFRIES, CHAIR  
Board of Supervisors

ATTEST:

KIMBERLY RECTOR,  
Clerk of the Board

By   
\_\_\_\_\_  
Deputy

APPROVED AS TO FORM

County Counsel

By   
\_\_\_\_\_

Revised 09/01/2020

**AGREEMENT  
FOR THE PLACEMENT OF SURVEY MONUMENTS**

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

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 36730**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provided for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **Sixty-seven thousand six hundred eighty and no/100 Dollars (\$67,680.00)**.

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 guaranteeing the completion of the monuments, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

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

Agreement for the Placement of Survey Monuments

Tract **36730**

Page 1

MAR 28 2023

2.11

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

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

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

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

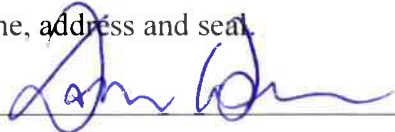
EIGHTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as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

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

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

Contractor  
Pulte Homes  
27401 Los Altos, Suite 400  
Mission Viejo, CA 92691

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

By  \_\_\_\_\_

Print Name Darren Warren \_\_\_\_\_

Title Division Vice President \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

## ACKNOWLEDGMENT

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

State of California  
County of ORANGE )

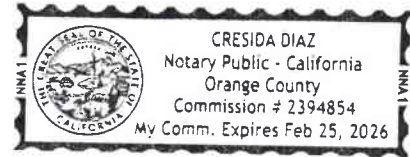
On JULY 22, 2022 before me, CRESIDA DIAZ, NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



COUNTY OF RIVERSIDE SIGNATURE PAGE

COUNTY OF RIVERSIDE

By   
KEVIN JEFFRIES, CHAIR  
Board of Supervisors

ATTEST:

KIMBERLY RECTOR,  
Clerk of the Board

By   
Deputy

APPROVED AS TO FORM

County Counsel

By 

Revised 09/01/2020

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

1. Work Order #

1. Page — of —

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

**DEPARTMENTAL INFORMATION**

3. DEPARTMENT Clerk of the Board of Supervisors		8. ORG #	10. DATE 03/28/2023
4. ORGANIZATION County of Riverside		9. ACCOUNT #	11. MEDIA CODE
5. ADDRESS 4080 Lemon St., Room 127		12. NO. OF BOXES TRANSFERRED	
CITY Riverside, Ca. 92501		13. RECORDS TRANSFERRED BY:	
6. MAIL STOP 1010	7. Name PHONE # FAX# Sue Maxwell 955-1069 955-1071	14. RECORDS COORDINATOR (must be Authorized):	

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS Must be the same as records series title on schedule	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Board Date 03/28/2023 - Item No 2.11				
	Final Tract Map No 36730 - Sched "A"				
	Subdivision of Portions of SEC 31 & 32 T3S R5W				
	District 2 with CC&Rs				

21. RECORDS RECEIVED BY:		30. REMARKS           RECEIVED RIVERSIDE COUNTY CLERK/BOARD OF SUPERVISORS 2023 MAR 30 AM 10:30			
22. TITLE	23. RECEIVED VIA:				
24. DATE RECEIVED:	25. TIME RECEIVED:				
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:				
28. NAME/DATE SCANNED TO HOLDING AREA: J. Bailey 3/30/23		29. NAME/DATE SCANNED TO LOCATION:			



# TRANSPORTATION DEPARTMENT

## FORM 11 SUMMARY/ROUTING FORM

RECEIVED RIVERSIDE COUNTY BOARD OF SUPERVISORS

2023 MAR 15 PM 3:10

BOARD APPROVAL REQUIRED:  Yes  No

COUNTY COUNSEL APPROVAL:  Yes  No

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

REQUESTED BOARD DATE: 03/28/2023	CAN IT GO AT A LATER DATE: <input type="checkbox"/> YES <input type="checkbox"/> NO
----------------------------------	---

<input type="checkbox"/> AMENDMENT	NO.	<input type="checkbox"/> CHANGE ORDER	NO.
<input type="checkbox"/> RESOLUTION	NO.	<input type="checkbox"/> ORDINANCE	NO.
<input type="checkbox"/> AWARD PACKAGE	<input checked="" type="checkbox"/> FINAL MAP	<input type="checkbox"/> ACQUISITION/EDA	<input type="checkbox"/> ADVERTISEMENT PACKAGE
<input type="checkbox"/> OTHER:	SUPERVISORIAL DISTRICT: 2		

<b>PROJECT/SUBJECT:</b>
FINAL TRACT MAP NO: 36730 (Schedule "A")
DESCRIPTION: APPROVAL OF FINAL TRACT MAP.

CONTRACTING PARTY: Paul Hillmer	W.O. NO.: FTM36730 (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

<b>SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):</b>
THE FINAL TRACT MAP AND 3 COPIES OF THE IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE CHAIR OF THE BOARD. COB RETAINS 1 COPY OF THE IMPROVEMENT AGREEMENT AND RETURNS THE 2 REMAINING COPIES TO TRANSPORTATION.
THE FINAL TRACT MAP AND ONE COPY OF CC&R'S FOR TRACTS 36730, 36730-1, 36730-2 and 36730-3 ARE TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
21227			

3/28/23 2.11  
2023-3-155356



**RECORDING REQUESTED BY:**

First American Title Company  
Homebuilder Services Division

**WHEN RECORDED MAIL TO:**

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

Order: 6722886

---

**SUBDIVISION GUARANTEE  
TRACT NO. 36730**

---

**SUBDIVISION GUARANTEE**

Fee: \$150.00  
Tract No. 36730

First American Title Insurance Company  
a corporation  
GUARANTEES

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

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

Pulte Home Company, LLC, a Michigan limited liability company, Owner

The map hereinbefore referred to is a subdivision of:

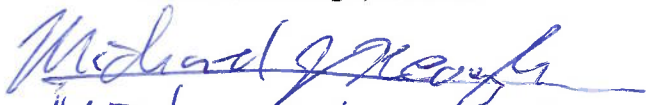
BEING A SUBDIVISION OF PORTIONS OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 31, AND PORTIONS OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 WEST, AS SHOWN ON MAP OF RANCHO EL SOBRANTE DE SAN JACINTO, FILED IN BOOK 1, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY.

Dated: January 11, 2023

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

  
Michael Keough  
Title Officer Assistant



RECORDING REQUESTED BY:

First American Title Company

WHEN RECORDED MAIL TO:

Pulte Home Company, LLC  
122 Claret  
Rancho Mirage, CA 92270  
Attn: Leeanne Brock

---

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

**OF  
HIGHLAND GROVE**

**NOTICE: A MASTER DISPUTE RESOLUTION DECLARATION FOR HIGHLAND GROVE IS INCORPORATED HEREIN BY REFERENCE AND ALSO BEING RECORDED CONCURRENTLY HERewith IN THE OFFICIAL RECORDS. THIS DECLARATION AND THE MASTER DISPUTE RESOLUTION DECLARATION REQUIRES THAT ANY DISPUTES BETWEEN DECLARANT AND AN OWNER AND/OR THE ASSOCIATION SHALL BE RESOLVED BY THE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THE MASTER DISPUTE RESOLUTION DECLARATION INCLUDING MANDATORY BINDING ARBITRATION. THE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES DO NOT UTILIZE A JURY AND DO NOT PERMIT CLASS ACTION SUITS. YOU SHOULD CONSULT LEGAL COUNSEL WITH ANY QUESTIONS ON THESE OR OTHER PROVISIONS OF THIS DECLARATION OR MASTER DISPUTE RESOLUTION DECLARATION. A COPY OF THE MASTER DISPUTE RESOLUTION DECLARATION CAN BE OBTAINED FROM THE COUNTY RECORDER OF RIVERSIDE COUNTY.**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE 1 DEFINITIONS .....	2
1.1 "Additional Charges" .....	2
1.2 "ADU" .....	2
1.3 "Annexable Property" .....	2
1.4 "Annexation" .....	2
1.5 "Applicable Laws" .....	2
1.6 "Articles" .....	2
1.7 "Assessments" .....	2
1.8 "Association" .....	2
1.9 "Association Maintenance Areas" .....	2
1.10 "Association Maintenance Manual" .....	2
1.11 "Association Property" .....	3
1.12 "Board" .....	3
1.13 "Budget" .....	3
1.14 "Bylaws" .....	3
1.15 "Common Expenses" .....	3
1.16 "Community" .....	3
1.17 "Community Entitlements" .....	3
1.18 "Community Walls" .....	3
1.19 "Conservation Easement" .....	3
1.20 "County" .....	3
1.21 "Declarant" .....	4
1.22 "Declarant Party" or "Declarant Parties" .....	4
1.23 "Declaration" .....	4
1.24 "Design Guidelines" .....	4
1.25 "Design Review Committee" .....	4
1.26 "DRE" .....	4
1.27 "Eligible Holder" .....	4
1.28 "Emergency" .....	4
1.29 "Federal Agencies" .....	4
1.30 "First Mortgage" .....	4
1.31 "First Mortgagee" .....	4
1.32 "First Owner" .....	4
1.33 "Fiscal Year" .....	4
1.34 "Fuel Modification Plan" .....	5
1.35 "Fuel Modification Zones" .....	5
1.36 "Governing Documents" .....	5
1.37 "Governmental Entities" .....	5
1.38 "Guest Builder(s)" .....	5
1.39 "Hazardous Materials" .....	5
1.40 "Improvements" .....	5
1.41 "Institutional Mortgagee" .....	5
1.42 "Interest Rate" .....	5
1.43 "Invitee" .....	5
1.44 "Lease" .....	6
1.45 "Lessee" .....	6
1.46 "Limited Warranty" .....	6
1.47 "Lot" .....	6

1.48	"Maintenance" or "Maintain" .....	6
1.49	"Maintenance Map" .....	6
1.50	"Maintenance Obligations" .....	6
1.51	"Map(s)" .....	6
1.52	"Master Dispute Resolution Declaration" .....	6
1.53	"Member" .....	6
1.54	"Mortgage" .....	6
1.55	"Mortgagee" .....	6
1.56	"Notice and Hearing" .....	6
1.57	"Occupant" .....	6
1.58	"Official Records" .....	6
1.59	"Owner" .....	7
1.60	"Owner Maintenance Manual" .....	7
1.61	"Person" .....	7
1.62	"Phase" .....	7
1.63	"Private Streets" .....	7
1.64	"Property" .....	7
1.65	"Public Report" .....	7
1.66	"Residence" .....	7
1.67	"Rules" .....	7
1.68	"Solar Energy System" .....	7
1.69	"Storm Water Agreement" .....	7
1.70	"Storm Water Improvements" .....	7
1.71	"Supplementary Declaration(s)" .....	7
1.72	"Utility Facilities" .....	8
1.73	"Voting Power" .....	8
ARTICLE 2 USE RESTRICTIONS .....		8
2.1	Animals .....	8
2.2	Residential Use .....	8
2.3	Commercial Use .....	8
2.4	Rental of Lot .....	9
2.5	Further Subdivision .....	9
2.6	Time Sharing .....	9
2.7	Signs and Displays .....	9
2.8	Parking and Vehicular Restrictions .....	10
2.9	Installations .....	11
2.10	Mineral Exploration .....	12
2.11	Trash .....	12
2.12	Antenna Restrictions .....	12
2.13	View Impairment .....	13
2.14	Displaying the U.S. Flag .....	13
2.15	Drainage .....	13
2.16	Storm Water Pollution and Best Management Practices .....	14
2.17	Association Maintenance Areas .....	15
2.18	Landscaping .....	15
2.19	Slopes .....	15
2.20	Post Tension Slabs .....	16
2.21	Fuel Modification Zones .....	16
2.22	Conservation Area .....	16
2.23	Solar Shade Restrictions .....	16

2.24	Agricultural Uses.....	16
2.25	Water Intensive Landscaping.....	17
2.26	Nuisances.....	17
2.27	Compliance With Laws, Etc.....	17
2.28	Declarant and Guest Builders Exemption.....	17
ARTICLE 3 OWNERSHIP AND EASEMENTS.....		17
3.1	Ownership of Lots.....	17
3.2	Title to Association Property.....	17
3.3	Commencement of Easements.....	17
3.4	Access, Use and Maintenance Easements.....	18
3.5	Encroachment Easements.....	18
3.6	Drainage and Utility Easements.....	19
3.7	Declarant's Easements and Rights.....	19
3.8	Limitations on Easements.....	20
3.9	Rights of Invitees and Occupants.....	21
3.10	Assignment of Easements.....	21
3.11	Duration of Easements.....	21
3.12	Light, Air and View.....	21
3.13	No Separate Conveyance.....	21
3.14	Delegation of Use.....	21
ARTICLE 4 THE ASSOCIATION.....		21
4.1	The Organization.....	21
4.2	Association Action; Board and Officers; Members' Approval.....	21
4.3	Powers of the Association.....	22
4.4	Duties of the Association.....	24
4.5	Limitations on Authority of Board.....	26
4.6	Indemnification of Management Parties.....	27
4.7	Additional Provisions.....	27
ARTICLE 5 MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION.....		27
5.1	Membership.....	27
5.2	Number of Votes.....	28
5.3	Joint Owner Votes.....	28
ARTICLE 6 ASSESSMENTS.....		28
6.1	Creation of Lien and Personal Obligation for Assessments.....	28
6.2	Funds Held in Trust.....	29
6.3	Purpose of Assessments.....	29
6.4	Regular Assessments.....	29
6.5	Other Type of Assessments.....	30
6.6	Changes to Assessments.....	30
6.7	Allocation of Assessments.....	31
6.8	Commencement of Assessments.....	31
6.9	Notice and Assessment Due Dates.....	31
6.10	Estoppel Certificate.....	32
6.11	Collection of Assessments; Liens.....	32
6.12	Additional Charges.....	33
6.13	Waiver of Exemptions.....	33
6.14	Subordination of Lien to First Mortgages.....	33

6.15	No Offsets.....	33
6.16	Personal Liability of Owner .....	34
6.17	Transfer of Lots.....	34
6.18	Failure to Fix Assessments .....	34
6.19	Property Exempt From Assessments.....	34
6.20	Uncompleted Facilities.....	34
6.21	Association Property Improvements.....	34
ARTICLE 7 MAINTENANCE RESPONSIBILITIES.....		34
7.1	Maintenance .....	34
7.2	Maintenance Obligations of the Association.....	35
7.3	Maintenance Obligations of Owners.....	36
7.4	Duty to Protect Against Mechanics' Liens .....	38
7.5	Liability to Declarant and Guest Builders.....	39
7.6	Inspection of the Community .....	39
7.7	Maintenance and Information Required Under the Fuel Modification Plan .....	39
7.8	Future Construction .....	40
ARTICLE 8 DESIGN REVIEW .....		40
8.1	Scope of Review .....	40
8.2	Design Guidelines.....	40
8.3	Approval of Plans.....	41
8.4	Inspection and Correction of Work.....	41
8.5	Diligence in Construction .....	42
8.6	Fee for Review and Inspection.....	42
8.7	Interpretation.....	42
8.8	Waiver .....	42
8.9	Estoppel Certificate.....	42
8.10	Liability.....	43
8.11	Variances.....	43
8.12	Appointment of Design Review Committee .....	43
8.13	Compensation.....	44
8.14	Declarant and Guest Builder Exemption .....	44
ARTICLE 9 DEVELOPMENT RIGHTS.....		44
9.1	Limitations of Restrictions .....	44
9.2	Size and Appearance of Community.....	44
9.3	Marketing Rights.....	45
9.4	Title Rights.....	45
9.5	Control of Access into the Community .....	45
9.6	Declarant and Guest Builder Exemptions.....	45
9.7	Declarant's Veto Right .....	46
9.8	Participation in the Association .....	46
ARTICLE 10 INSURANCE.....		46
10.1	Association's Insurance Obligations.....	46
10.2	Owners' Insurance Obligations .....	49
10.3	Compliance With Insurance Requirements in Documents of Record.....	49
10.4	Review of Insurance .....	49
10.5	Association's Authority to Revise Insurance Requirements.....	49



ARTICLE 11 DESTRUCTION OF IMPROVEMENTS AND CONDEMNATION .....	49
11.1 Restoration Defined .....	49
11.2 Restoration Proceeds for Association Property .....	49
11.3 Rebuilding Contract .....	50
11.4 Private Streets .....	50
11.5 Insurance Trustee .....	50
11.6 Condemnation of Association Property .....	50
11.7 Minor Repair and Reconstruction .....	50
11.8 Damage to a Lot .....	51
11.9 Condemnation of a Lot .....	51
ARTICLE 12 RIGHTS OF MORTGAGEES .....	51
12.1 Conflict .....	51
12.2 Liability for Unpaid Assessments .....	51
12.3 Payment of Taxes and Insurance .....	51
12.4 Notice to Eligible Holders .....	51
12.5 Reserve Fund .....	51
12.6 Inspection of Books and Records .....	52
12.7 Financial Statements .....	52
12.8 Actions Requiring Eligible Holder Approval .....	52
12.9 Self-Management .....	52
12.10 Mortgagee Protection .....	52
12.11 Distribution of Insurance and Condemnation Proceeds .....	52
12.12 Voting Rights on Default .....	52
12.13 Foreclosure .....	53
12.14 Non-Curable Breach .....	53
12.15 Loan to Facilitate .....	53
12.16 Appearance at Meetings .....	53
12.17 Right to Furnish Information .....	53
12.18 Inapplicability of Right of First Refusal to Mortgagee .....	53
12.19 Notice to Mortgagees or Guarantors of First Mortgages .....	53
ARTICLE 13 AMENDMENTS .....	53
13.1 Amendment Before the Conveyance of First Lot .....	53
13.2 Amendments After Conveyance of First Lots .....	54
13.3 Approval of Material Amendments .....	54
13.4 Additional Approvals .....	55
13.5 Reliance on Amendments .....	55
13.6 Conflict With Other Provisions of this Declaration .....	55
13.7 Notice to Eligible Holders .....	55
ARTICLE 14 ANNEXATION AND DEANNEXATION OF PROPERTY .....	55
14.1 Annexation .....	55
14.2 Annexation Without Approval .....	56
14.3 Supplementary Declarations .....	56
14.4 Mergers or Consolidations .....	56
14.5 De-Annexation .....	56
ARTICLE 15 TERM AND ENFORCEMENT .....	57
15.1 Term .....	57
15.2 Enforcement of Governing Documents .....	57

15.3	Enforcement of Non-Payment of Assessments .....	58
15.4	Enforcement of Bonded Obligations.....	58
15.5	Disputes Involving Declarant.....	58
15.6	Guest Builder Disputes .....	65
ARTICLE 16 GENERAL PROVISIONS .....		66
16.1	Headings .....	66
16.2	Severability .....	66
16.3	Cumulative Remedies .....	66
16.4	No Unlawful Restrictions .....	66
16.5	Liberal Construction .....	66
16.6	Notice of Sale of Lot.....	66
16.7	Number; Gender .....	66
16.8	Exhibits .....	66
16.9	Binding Effect.....	66
16.10	Easements Reserved and Granted .....	66
16.11	Statutory References .....	66
16.12	County Required Provisions.....	67

**LIST OF EXHIBITS**

EXHIBIT "A".....	Property
EXHIBIT "B".....	Annexable Property
EXHIBIT "C" .....	Maintenance Map
EXHIBIT "D" .....	Fuel Modification Plan
EXHIBIT "E".....	Fuel Modification Zones

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND ESTABLISHMENT OF EASEMENTS  
OF  
HIGHLAND GROVE**

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

**RECITALS**

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

**A. The Community.** Declarant is the owner of a residential community situated in the unincorporated area of the County of Riverside, State of California known as "Highland Grove" ("**Community**"). If developed as planned, the Community may consist of approximately two hundred seventy-two (272) Lots, together with open space, trails, Private Streets, recreational facilities and other private amenities. Declarant makes no guarantee that the Community will be constructed as presently proposed. Declarant intends to establish a plan of planned development ownership and to develop the Property as a planned development community within the meaning of California Business and Professions Code Section 11004.5(a) and California Civil Code Section 4175 to conform with the provisions of the California Subdivided Lands Law (California Business and Professions Code Section 11000, *et seq.*) and to subject the Property to certain limitations, restrictions, conditions and covenants as hereinafter set forth, in accordance with the provisions of California Civil Code Sections 4000, *et seq.*

**B. The Property.** The Community consists of the real property described on **Exhibit "A"** ("**Property**"). Declarant may add to the Property all or any of the real property described on **Exhibit "B"** ("**Annexable Property**") and upon annexation, the Annexable Property will be subject to this Declaration and included within the definition of the Property.

**C. The Association.** Declarant has formed the Highland Grove Community Association, a California nonprofit mutual benefit corporation ("**Association**"), to manage and govern the Community and to perform certain maintenance obligations and provide certain services for the benefit of the Community. A primary responsibility of the Association will be to maintain the areas designated as Association Property and areas designated as the Association Maintenance Areas in this Declaration and in Supplementary Declarations. In addition, the Association will provide design review and other services for the benefit of the Owners and the Community as provided in the Governing Documents.

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

**DECLARATION**

NOW, THEREFORE, Declarant declares that the Property is, and shall be, held, conveyed, encumbered, leased and improved subject to the covenants, conditions, restrictions, easements, liens and charges set forth in this Declaration, all of which are declared and agreed to be in furtherance of a plan of planned development ownership as described in California Civil Code Section 4000, *et seq.* for the subdivision, improvement, protection, maintenance, and for the sale of Lots and all of which are agreed to be for the purpose of enhancing, maintaining and protecting the value and appearance of the Property and which shall run with the land, shall be binding on and inure to the benefit of Declarant, Guest Builders and all Owners having or acquiring any right, title or interest in the Property and shall be binding on and inure to

the benefit of the successors in interest of such parties. Declarant further declares that it is the express intent that this Declaration satisfy the requirements of California Civil Code Section 5975.

## ARTICLE 1 DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article shall, for all purposes of this Declaration, have the meanings specified below.

**1.1** **"Additional Charges"** means costs, fees, charges and expenditures, including, without limitation, attorneys' fees and costs, late charges, interest, administrative charges and recording and filing fees actually incurred by the Association in collecting and/or enforcing payment of Assessments, and other amounts levied under this Declaration. Additional Charges include, without limitation, the following: (a) reasonable attorneys' fees and costs incurred in the event an attorney is employed to collect any Assessment or sum due, whether by suit or otherwise; (b) a late charge in an amount to be fixed by the Association in accordance with California Civil Code Section 5650 to compensate the Association for additional collection costs incurred in the event any Assessment or other sum is not paid when due or within any "grace" period established by Applicable Laws; (c) costs of suit and court costs incurred as are allowed by the court; (d) interest at the Interest Rate; and (e) any such other additional costs that the Association may incur in the process of collecting delinquent Assessments.

**1.2** **"ADU"** means an accessory dwelling unit or junior accessory dwelling unit as defined in California Government Code Section 65852.2 and 65852.22, respectively.

**1.3** **"Annexable Property"** means the real property described on Exhibit "B" and any real property identified in a Supplementary Declaration as Annexable Property.

**1.4** **"Annexation"** means the process by which the Annexable Property may be made subject to this Declaration as set forth in Article 14 (Annexation and Deannexation of Property).

**1.5** **"Applicable Laws"** means the Community Entitlements and/or any law, regulation, rule, order and ordinance of any Governmental Entities which are applicable to the Community now in effect or as hereafter promulgated.

**1.6** **"Articles"** means the Articles of Incorporation of the Association, as they may from time to time be amended, which are or shall be filed in the Office of the California Secretary of State.

**1.7** **"Assessments"** means the assessments which are levied to cover the Common Expenses under Article 6 (Assessments) or other assessments permitted to be levied by the Association under this Declaration and the other Governing Documents, which include the assessments described in Section 6.4 (Regular Assessments) and Section 6.5 (Other Type of Assessments) of the Declaration.

**1.8** **"Association"** means the Highland Grove Community Association, a California nonprofit mutual benefit corporation, and any successor entity.

**1.9** **"Association Maintenance Areas"** means those portions of the Lots and any offsite areas located outside of the Property which the Association is obligated to maintain pursuant to the Governing Documents or to comply with the Community Entitlements. The Association Maintenance Areas, if any, shall be described or depicted in a Supplementary Declaration. The obligation to maintain any of the Association Maintenance Areas in a particular Phase shall not commence until after the commencement of Assessments in the Phase, notwithstanding its description or depiction in this Declaration or a Supplementary Declaration.

**1.10** **"Association Maintenance Manual"** means the manual which may be prepared by Declarant setting forth the standards and requirements for maintenance of the Association Property and Association Maintenance Areas by the Association.

1.11 **“Association Property”** means all real property owned from time to time, in fee title by the Association and/or designated as Association Property by Declarant. Upon conveyance to the Association, the Association Property in the Community will consist of the real property identified as Association Property on Exhibit “A”.

1.12 **“Board”** means the board of directors of the Association.

1.13 **“Budget”** means the budget for the Association which sets forth all of the Common Expenses to be allocated among the Owners.

1.14 **“Bylaws”** means the bylaws of the Association and any amendments thereto.

1.15 **“Common Expenses”** means the actual and estimated costs and expenses incurred or to be incurred by the Association including, without limitation, the following: expenses for maintenance, management, operation, repair and replacement of the Association Property and Association Maintenance Areas; expenses incurred in performing the duties and obligations of the Association set forth in this Declaration and the other Governing Documents; expenses incurred by the Association in connection with implementing and performing the maintenance, inspections and other obligations of the Association set forth in the Association Maintenance Manual; expenses incurred in complying with the Community Entitlements and Applicable Laws; expenses incurred in administering any committees formed by the Association; expenses incurred to cover due but unpaid Assessments; expenses for management and administration of the Association, including, without limitation, compensation paid by the Association to managers, accountants, attorneys, architects and consultants; expenses incurred in maintaining the legal status and qualifications of the Association as an entity in good standing and entitled to do business in the State of California; expenses of any inspections required or deemed appropriate by the Association; expenses, if any, required for the maintenance of any areas required by Governmental Entities or the Community Entitlements to be maintained by the Association, including without limitation expenses incurred for the Association to comply with the Fuel Modification Plan; expenses for any utilities and other services benefiting the Owners and their Lots to the extent such services are paid for by the Association; expenses of insurance and/or fidelity bonds maintained by the Association; reasonable reserves as deemed appropriate by the Board or otherwise required pursuant to the Governing Documents or Applicable Laws; expenses of bonding of the members of the Board and any professional managing agent or any other person handling the funds of the Association; taxes and assessments paid by the Association; expenses incurred by the Association for the discharge of any lien or encumbrance levied against the Association Property and Association Maintenance Areas or portions thereof; and any other expenses incurred by the Association in connection with the operation and/or maintenance of the Association Property or Association Maintenance Areas, or in furtherance of the purposes or the discharge of any obligations imposed on the Association by the Governing Documents.

1.16 **“Community”** means all of the Property together with all Improvements situated thereon.

1.17 **“Community Entitlements”** means all governmental approvals, permits and authorizations issued in connection with the approval of the development of the Community including, without limitation, the tentative map, the Map, development agreements, the Fuel Modification Plan, conditions of approval and project permits.

1.18 **“Community Walls”** means those certain fences, walls and any associated trellises maintained by the Association as provided in this Declaration. The Community Walls are depicted on the Maintenance Map as may be modified or supplemented in a Supplementary Declaration. The obligation to maintain any of the Community Walls in a particular Phase shall not commence until after the commencement of Assessments in the Phase, notwithstanding its description or depiction in this Declaration or a Supplementary Declaration.

1.19 **“Conservation Easement”** means that certain Conservation Easement that will be in the Official Records, which sets forth restrictions on access and use of the area subject thereto.

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

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

1.22 **“Declarant Party” or “Declarant Parties”** means Declarant and its current and future affiliates, and the respective current and future directors, officers, employees, members, managers, partners, trustees, trust beneficiaries, agents and representatives of Declarant.

1.23 **“Declaration”** means this Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Highland Grove as said Declaration may from time to time be amended or supplemented.

1.24 **“Design Guidelines”** means the design criteria adopted by the Board pursuant to **Article 8** (Design Review).

1.25 **“Design Review Committee”** means the committee which may be appointed by the Board pursuant to **Article 8** (Design Review), provided however, that to the extent a Design Review Committee is not appointed by the Board, all references in this Declaration to Design Review Committee shall mean the Board.

1.26 **“DRE”** means the California Department of Real Estate and any successor agency.

1.27 **“Eligible Holder”** means any Mortgagee who has given written notice to the Association specifying its name and the address of the Lot subject to the Mortgage and requesting written notice of any or all of the events to which such Eligible Holder is entitled to notice specified in this Declaration.

1.28 **“Emergency”** means any situation, condition or event which threatens substantial imminent damage or injury to Person or property.

1.29 **“Federal Agencies”** means collectively one or more of the following agencies and the following letter designation for such agencies shall mean and refer to, respectively, the agency specified within the parentheses following such letter designation and any successors to such agencies: Federal Housing Administration (**“FHA”**), Federal Home Loan Mortgage Corporation (**“FHLMC”**), Federal National Mortgage Association (**“FNMA”**), Government National Mortgage Association (**“GNMA”**), and United States Department of Veterans' Affairs (**“VA”**).

1.30 **“First Mortgage”** means a Mortgage that is first in priority under the recording statutes of the State of California over all other Mortgages encumbering a specific Lot in the Community.

1.31 **“First Mortgagee”** means the Mortgagee of a First Mortgage.

1.32 **“First Owner”** means the Owner of a Lot who acquired the Lot under authority of a Public Report from Declarant or a Guest Builder.

1.33 **“Fiscal Year”** means the fiscal accounting and reporting period of the Association selected by the Board.

1.34 **“Fuel Modification Plan”** means that certain Fuel Modification Plan Highland Grove (aka Lake Ranch) Tract 36730 Unincorporated Riverside County, California, May 20, 2021 (Revised August 17, 2021) for the Community, which sets forth the Fuel Modification Zones and maintenance requirements for the Community, a full copy of which is attached as Exhibit “D”.

1.35 **“Fuel Modification Zones”** means those certain Fuel Modification Zones located within the Community and Association Maintenance Areas, as shown on Exhibit “E” attached hereto, which contain certain fuel modification requirements and building restrictions, as may be amended or supplemented in a Supplementary Declaration. The Fuel Modification Zones may also be referred to as “fuel treatment zones” in the Fuel Modification Plan.

1.36 **“Governing Documents”** means collectively this Declaration, the Articles, Bylaws, Design Guidelines, Rules and any Supplementary Declarations.

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

1.38 **“Guest Builder(s)”** means any Person who acquired a portion of the Property for the purpose of improving such portion of the Property with one or more Residences and conveying such Residences to First Owner(s) and who has been designated by Declarant in writing as a Guest Builder.

1.39 **“Hazardous Materials”** means any biologically or chemically active or toxic or hazardous waste or materials as defined or regulated by Applicable Laws. Hazardous Materials shall include without limitation those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*, the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, *et seq.*, and any applicable state, local or federal laws and the regulations adopted under these Acts.

1.40 **“Improvements”** means each and all of the following: (a) all buildings and structures, additions and any improvements of every type and kind, including without limitation, Residences and other buildings, outbuildings, guesthouses, walkways, trails, utility installations, swimming pools and other recreational facilities, garages, roads, sidewalks, pathways, driveways, parking areas, fences, screening walls, block walls, retaining walls, awnings, patio and balcony covers, stairs, decks, balconies, trellises, landscaping, irrigation systems, hedges, slopes, windbreaks, the exterior surfaces of any visible structure, paintings, planted trees and shrubs, antennae, poles, signs, solar or wind powered energy systems or equipment, water softeners, heater or air conditioning and heating fixtures or equipment; (b) the grading, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed, landscaping, planting, clearing or removing of trees, shrubs, grass or plants; (c) all drainage systems; and (d) change or alteration of any previously installed Improvement including any change of exterior appearance color or texture. The Design Guidelines may identify additional items that are Improvements which require approval of the Board.

1.41 **“Institutional Mortgagee”** means each of the following: (a) a First Mortgagee that is a bank, savings and loan association, insurance or mortgage company or other entity or institution chartered under federal and/or state law; (b) an insurer or governmental guarantor of a First Mortgage; (c) a First Mortgagee that is a Federal or State Agency; or (d) any other institution specified by the Board in a recorded instrument that is the Mortgagee of a Mortgage or the beneficiary of a deed of trust encumbering a Lot.

1.42 **“Interest Rate”** means the rate of interest chargeable under this Declaration equal to the rate established by the Association from time to time, but not to exceed the maximum rate allowed by Applicable Laws.

1.43 **“Invitee”** means any Person whose presence within the Community is approved by or is at the request of a particular Owner, including, without limitation, Occupants, agents, contractors and the family, guests, employees or licensees of Owners or Lessees.

1.44 "**Lease**" means each lease whereby a Person acquires rights to use or occupy a Lot for a specified term.

1.45 "**Lessee**" means any tenant or lessee occupying a portion of the Property with a Lease.

1.46 "**Limited Warranty**" means the Limited Warranty provided by Declarant or a Guest Builder to the First Owner.

1.47 "**Lot**" means a subdivided lot shown on a Map upon which a Residence has or will be constructed.

1.48 "**Maintenance**" or "**Maintain**" whether capitalized or not means maintain, repair and replace unless otherwise specified in this Declaration.

1.49 "**Maintenance Map**" means the plan for the Community which sets forth the approximate location and the proposed maintenance responsibilities of the Association and the County or Governmental Entities attached as Exhibit "C." The Maintenance Map may be modified or supplemented in a Supplementary Declaration.

1.50 "**Maintenance Obligations**" means the Association's obligations and each Owner's obligations to perform: (a) all reasonable maintenance consistent with the terms of the Association Maintenance Manual and Owner Maintenance Manual, respectively; (b) any maintenance obligations and schedules in any warranty offered by Declarant or any manufacturer, and any maintenance obligations and schedules otherwise provided to the Association or the Owners by Declarant or any manufacturer, as applicable; (c) any commonly accepted maintenance practices intended to prolong the life of the materials and construction of the Association Property and Lots, as applicable; and (d) any maintenance obligations imposed by the Governing Documents or Governmental Entities.

1.51 "**Map(s)**" means the final subdivision or parcel map(s) covering all or any portion of the Property and any corrections, modifications and/or lot line adjustments to such maps.

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

1.53 "**Member**" means every Person who holds a membership in the Association.

1.54 "**Mortgage**" means a recorded mortgage or deed of trust encumbering a Lot in the Community.

1.55 "**Mortgagee**" means a mortgagee under a Mortgage as well as a beneficiary under a deed of trust.

1.56 "**Notice and Hearing**" means the procedure that gives an Owner notice of an alleged violation of the Governing Documents and the opportunity for a hearing before the Board.

1.57 "**Occupant**" means a Person that is entitled to occupy from time to time all or a portion of a Residence, whether pursuant to a Lease, sublease, license or other similar agreement.

1.58 "**Official Records**" means the official public records of the County Recorder of Riverside County.



1.59 **“Owner”** means the record owner, whether one or more Persons, including Declarant or a Guest Builder, of any Lot, excluding those having such interest merely as security for the performance of an obligation, unless and until such Person acquires fee title thereto.

1.60 **“Owner Maintenance Manual”** means the manual prepared by Declarant or a Guest Builder setting forth the standards and requirements for the maintenance by an Owner of the Lot and other Improvements. The Owner Maintenance Manual may also be referred to as the **“Homeowner Manual”** or **“Homeowner Maintenance Manual”** in other related documents.

1.61 **“Person”** means a natural person or any legal entity recognized under California law. When the word **“person”** is not capitalized, the word refers only to natural persons.

1.62 **“Phase”** means that portion of the Property which is the subject of a separate Public Report.

1.63 **“Private Streets”** means those streets, roads, drives and adjacent sidewalks within the Association Property and related lighting, private drainage, pollution control devices, sewage and water systems and other utility installations within such streets, roads, drives and sidewalks that are not maintained by a public agency or franchised utility.

1.64 **“Property”** means all of the real property described on **Exhibit “A”** and any other real property which may be annexed hereto. In the event of the de-annexation of any Property previously subject to this Declaration, the term **“Property”** shall not include any such de-annexed land.

1.65 **“Public Report”** means the final subdivision public report issued by the DRE for a Phase in the Community.

1.66 **“Residence”** means each residential dwelling and any other improvements situated within a Lot.

1.67 **“Rules”** means the rules and regulations adopted by the Board from time to time.

1.68 **“Solar Energy System”** means fixed devices, structures or devices or structures that are used primarily to transform solar energy into thermal, chemical or electrical energy including roof-integrated photovoltaic roof tiles, roof-mounted panels or other roof-mounted devices that collect solar energy and generate energy by exposure to the sun.

1.69 **“Storm Water Agreement”** means that certain Covenant and Agreement Regarding Water Quality Management Plan BMP, Consent to Inspect, Maintenance and Indemnification recorded on September 24, 2021 as Instrument No. 2021-0569616, in the Official Records, and any amendments or supplements recorded against the Property that may be identified in a Supplementary Declaration.

1.70 **“Storm Water Improvements”** means any private storm drain and water quality protection improvements and systems including, without limitation, detention and storm water basins and other pollution control devices located within the Property which are required to be maintained by the Association.

1.71 **“Supplementary Declaration(s)”** means those certain declarations of covenants, conditions and restrictions, or similar instruments, which may be recorded by Declarant or Guest Builders (with the consent of Declarant) to do any or all of the following: (a) annex all or a portion of the Annexable Property; (b) make modifications or adjustments to the description of the Annexable Property to reflect any lot line adjustments, or subsequently recorded parcel maps and final subdivision maps provided no additional real property is added; (c) impose additional covenants and restrictions on the Annexable Property; (d) designate a portion of the Property as a Phase; (e) conform this Declaration or any previously recorded Supplementary Declarations to Applicable Laws or any conditions of approval imposed by any Federal Agencies, Governmental Entities or Community Entitlements; and/or (f) make minor corrections (including typographical errors and engineering errors) to the provisions of this Declaration or previously recorded Supplementary Declaration(s), including exhibits hereto.

1.72 **“Utility Facilities”** means all utility facilities serving the Property including without limitation, electrical, irrigation, water lines, sewer lines and all other utility systems and facilities reasonably required to service any Improvements situated in, on, or under the Property.

1.73 **“Voting Power”** means the voting power of the Association set forth in **Section 5.2** (Number of Votes).

## **ARTICLE 2 USE RESTRICTIONS**

2.1 **Animals.** Only domestic animals that are kept as household pets and are not kept, bred or raised for commercial purposes are permitted to be maintained within the Community. In no event shall poultry, livestock or other farm animals (including, without limitation, goats and chickens) be kept within the Community. No Owner shall keep: (a) more than a total of four (4) dogs; (b) any dogs which, in the reasonable determination of the Board, are determined to be a threat to the safety of the Occupants, which shall not be allowed under any circumstances; or (c) more than four (4) cats, or a combination of dogs and cats (but not to exceed four (4) dogs and cats in total) within such Owner's Lot. Domestic reptiles, birds, rodents and fish shall be permitted in reasonable numbers so long as such animals are kept in the interior of a Residence. If an Owner keeps any birds, the birds shall not be heard outside of the Residence. No animal shall be permitted to be maintained, at any time, within any recreational areas situated within the Community. Nothing contained herein shall restrict the keeping of fish in an aquarium or fish in an exterior pond or pool (such as koi) so long as the approvals for the installation of such pond have been obtained under **Article 8** (Design Review). Notwithstanding the foregoing, the Rules may further limit or restrict the keeping of pets and the Board shall have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after Notice and Hearing, is deemed by the Board to constitute a nuisance to any other Owner or Occupant or which constitutes a threat to personal safety in the sole and absolute opinion of the Board. Each person bringing or keeping a pet within the Community shall be liable to other Owners and their Invitees for any damage to persons or property caused by such pet. Each Owner shall clean up after such animals that have deposited droppings or otherwise used any portion of the Community. Animals must be kept within an enclosure or on a leash or other appropriate restraint or carrier held by a person capable of controlling the animal when outside the Lot. Nothing contained herein shall constitute a restriction on legally recognized service animals. The Board has the power and discretion to determine whether the types or numbers of any animals kept in a Residence are a nuisance, and the Board shall have the power to abate the nuisance through any legal procedure that is available to the Association.

2.2 **Residential Use.** Lots shall be used for residential purposes only, provided, however, that any Lot may be used incidentally for the purpose of operating a home based small business if, and only if: (a) the business is operated solely within the Residence; (b) the business is limited to arts and crafts, the rendition of professional services, or other similar activities; (c) the business is operated by the Owner whose principal residence is the Lot, by a Lessee whose principal residence is the Lot or by a member of such Owner's or Lessee's family whose principal residence is the Lot; (d) there is no sales activity conducted within the Association Property, no customers visiting the Lot and no advertising anywhere in the Community; (e) the operation is permitted by and is at all times in compliance with Applicable Laws; and (f) the operation of the business does not result in: (i) the violation of any of the other provisions of this Declaration; (ii) any unreasonable increase in the flow of traffic within the Community; (iii) any unreasonable odor, noise, or vibration outside of the Lot; (iv) any parking problems within the Community; or (v) any other adverse conditions to the Occupants of the individual Lots. Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit any home based business specifically required to be allowed by Applicable Law.

2.3 **Commercial Use.** Except as otherwise provided in this Declaration, including without limitation **Section 2.2** (Residential Use), no part of the Community shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.

**2.4 Rental of Lot.** An Owner shall be entitled to rent his or her entire Lot subject to the restrictions contained in the Governing Documents, any contractual agreement between Declarant and each original Owner for such Owner's Lot as to such parties, any other restrictions of record applicable to such Owner's Lot and all Applicable Laws. Any rental or lease agreement shall: (a) be in writing; (b) provide that the lease is subject to the Governing Documents; and (c) provide that any failure to comply with any provisions of the Governing Documents shall be a default under the terms of the rental or lease agreement. A copy of the rental or lease agreement shall, upon request, be provided to the Association. Owners shall, at all times, be responsible for their Lessee's compliance with the Governing Documents. A Lessee shall have no obligation to the Association to pay Assessments nor shall any Lessee have any voting rights in the Association. No Owner may lease such Owner's Lot for hotel, motel or transient purposes and no Owner may lease only a portion of such Owner's Lot. For purposes of this restriction, any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel shall be deemed to be for transient or hotel purposes and shall be prohibited. Notwithstanding the foregoing, to the extent that Applicable Laws require that an Owner be allowed to lease the ADU, if any, on the Owner's Lot without such Owner being required to lease the entire Lot, this Section shall not prohibit such lease of an ADU. To the extent the rental restrictions set forth in this Section violate the applicable requirements of any Federal Agency or Governmental Entity, including but not limited to, California Civil Code Section 4751, such restrictions shall be deemed to no longer apply.

**2.5 Further Subdivision.** Except as otherwise provided in this Declaration, no Owner may further partition or subdivide the Owner's Lot, including any division of such Owner's Lot into time-share estates or time-share uses. This provision does not limit the right of an Owner to: (a) rent or lease the Lot by means of a written lease or rental agreement subject to the Governing Documents; (b) sell such Owner's Lot; or (c) transfer or sell any Lot to more than one (1) Person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property.

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

**2.7 Signs and Displays.** Subject to California Civil Code Sections 712, 713, and 4710, no sign, poster, billboard, balloon, advertising device or other display of any kind shall be displayed in the Community, except for the following:

**2.7.1 Association and Community Signs.** Entry monuments, wayfinding signs, property identification signs, management company signs and traffic or parking control signs installed by Declarant or a Guest Builder and maintained by the Association, subject to compliance with County signage criteria;

**2.7.2 Name or Address Signs.** Each Lot may have one (1) nameplate or similar Owner name or address identification sign which complies with the Design Guidelines;

**2.7.3 Security Services Signs.** Each Lot may have one (1) sign advising of the existence of security services which complies with the Design Guidelines;

**2.7.4 For Sale and Lease Signs.** Each Lot may have one (1) sign advertising the Lot for sale or lease that complies with the following requirements: (a) the sign has reasonable design and dimensions (which shall not exceed a total dimension of eighteen (18) inches by thirty (30) inches in size), consist of a single panel with no additional signs affixed to it, and does not adversely affect public safety, including traffic safety; and (b) the sign is of a color, style and location authorized by the Board;

**2.7.5 Noncommercial Signs.** Each Owner may install a noncommercial sign, poster, flag or banner on the Owner's Lot that complies with the following requirements: (a) a

noncommercial sign or poster may not be more than nine (9) square feet in size and a noncommercial flag or banner may not be more than fifteen (15) square feet in size; and (b) a noncommercial sign, poster, flag or banner may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces. The Board has the power, but not the duty, to impose reasonable limits on the duration of display of noncommercial signs, consistent with current law and decisions interpreting restrictions on time, place and manner of noncommercial speech;

**2.7.6 Other Signs.** Each Owner may post such other signs or displays in the Owner's Lot, if authorized by the Board; and

**2.7.7 Compliance with Applicable Laws.** In addition to the foregoing, all signs must comply with all Applicable Laws.

## **2.8 Parking and Vehicular Restrictions.**

**2.8.1 Authorized Vehicles.** The following vehicles are "**Authorized Vehicles**": standard passenger vehicles, including automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less and vehicles which are the principal source of transportation for an Owner. Authorized Vehicles may be parked in any portion of the Community intended for parking of motorized vehicles subject to this Section; provided, however, no Owner may park an Authorized Vehicle in a manner which the Association determines either restricts the passage of pedestrians or vehicles over the streets, driveways or sidewalks in the Community or extends beyond the limits of the space where the Authorized Vehicle is parked. The Association has the power to identify additional vehicles as Authorized Vehicles in the Rules and to adapt this restriction to other types of vehicles.

**2.8.2 Prohibited Vehicles.** The following vehicles are "**Prohibited Vehicles**": (a) recreational vehicles (e.g., motorhomes, travel trailers, camper vans and boats); (b) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines); (c) buses or vans designed to accommodate more than ten (10) people; (d) vehicles having more than two (2) axles; (e) trailers; (f) inoperable vehicles or parts of vehicles; (g) aircraft; (h) any vehicles or vehicular equipment deemed a nuisance by the Board; and (i) any other vehicles not classified as an Authorized Vehicle. Prohibited Vehicles may not be parked, stored or kept within the Property, including the Private Streets except for brief periods for loading, unloading, making deliveries or emergency repairs. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle unless the vehicle is expressly classified as an Authorized Vehicle in writing by the Association.

**2.8.3 General Restrictions.** Subject to the restriction on Prohibited Vehicles, all vehicles owned or operated by or under the control of an Owner or an Occupant and kept in the Community must be parked in the garage of that Owner to the extent of the space available, as provided in **Section 2.8.5 (Garage Use)**. Unless otherwise permitted by the Association, no Owner shall leave his or her vehicle parked within the Community other than within a garage or, within the driveway of such Owner's Lot, if the Owner or Occupant has more automobiles than will be accommodated within the garage. In no event shall the driveway area be used for vehicle storage beyond temporary parking and the Authorized Vehicles shall not be parked in a manner which causes the Authorized Vehicle to extend into the streets or onto any sidewalk. No maintenance, repair, restoration, or construction of any vehicle shall be conducted on the Property, with the exception of minor or emergency automobile repairs, and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility. There is no guarantee, representation or assurance that vehicles will fit into the garages or any driveways. Notwithstanding the foregoing, no storage is allowed in any garage which interferes with the parking of functional, operating, registered street legal vehicles. In no event shall parked automobiles, structures or other items block access to the Private Streets or restrict ingress or egress on, over, through and across the Private Streets.

**2.8.4 Parking Regulations.** The Association may establish additional regulations regarding any parking areas, including designating "parking," "guest parking," and "no parking" areas. Any

vehicle parked within a fire lane may be towed without prior notice. The Board may take all actions necessary to enforce all parking and vehicle use regulations for the Property including removing violating vehicles from the Community pursuant to California Vehicle Code Section 22658 or other Applicable Laws. Notwithstanding the foregoing, certain streets providing access to the Community are public streets which are owned, maintained and operated by the County. This Declaration does not encumber such public streets, nor does the Association have the right to regulate the public streets providing access to the Community.

**2.8.5 Garage Use.** Parking spaces in the garages shall be used as the primary parking space for automobiles. No garage space shall be used for non-parking activities if it will result in the Owner or Occupant using the driveway or open parking space instead of the garage. Unless otherwise required under Applicable Laws, garages shall be used for parking vehicles only and shall not be converted for living, recreational activities, business or storage that would prevent the ability of an Owner or Occupant to park the number of vehicles in the garage for which the garage was designed. Notwithstanding the foregoing, to the extent that Applicable Laws require that an Owner be allowed to convert a garage, or a portion thereof, to living areas, including without limitation the construction or conversion of space into an ADU, such conversion shall only be allowed to the minimum extent required under Applicable Laws, so as to maximize the ability to utilize the garage for the parking of vehicles inside the garage. It is the intent of this Section to require an Owner and Occupant, to the extent such Owner or Occupants has automobiles in the Property, to park such automobiles in the garage, and in the appropriate length driveway as a secondary location. Garage doors shall remain closed except for reasonable periods while the garage is being used. All garages shall be equipped with roll-up garage doors and functioning garage door opener.

## **2.9 Installations.**

**2.9.1 Generally.** This Section does not apply to Improvements installed by Declarant or a Guest Builder (with the prior consent of Declarant).

**2.9.2 Outside Installations.** Unless approved by the County, if County approval is required by Applicable Laws or the Community Entitlements, and the Association pursuant to **Article 8** (Design Review), the following items are prohibited: (a) outside installations, including balcony, patio or deck covers, wiring, air conditioning equipment, water softeners, other machines and other Improvements; (b) Improvements to deck or balcony railings; and (c) other exterior additions or alterations to any Lots.

**2.9.3 Balconies and Decks.** All furniture within a balcony or deck area shall be maintained in a clean and attractive condition. No Owner shall use any balcony or deck areas for storage purposes, including, without limitation, the storage of bicycles.

**2.9.4 Sports Apparatus.** No basketball standards or other fixed sports apparatus shall be constructed or attached to any Residence except as approved pursuant to **Article 8** (Design Review). Portable basketball apparatus shall be permitted so long as such apparatus is in conformance with the Rules.

**2.9.5 Exterior Lighting.** Any exterior electrical, gas or other artificial lighting installed on any Residence shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as to fall only on the same Lot on which such lighting is located. Further rules regarding exterior lighting may be promulgated by the Board.

**2.9.6 Outside Drying and Laundering.** No exterior clothesline shall be erected or maintained within the Community. There shall be no exterior drying or laundering of clothes or any other items, except that backyards may be used for clotheslines or drying racks provided that such laundering apparatuses are not visible at street level from outside of the Lot.

**2.9.7 Window Coverings.** Temporary window coverings ("Temporary Window Coverings") in a design and color that does not conflict with the surrounding Improvements (but excluding aluminum foil, newspapers, or any other contrasting material) shall be permitted for a maximum period of ninety (90) days from the date that a Lot is conveyed to an Owner by Declarant or a Guest Builder or such

longer period as may be authorized by the Board. Except as specifically provided above, no Temporary Window Coverings shall be used to cover any door or window of any Residence.

**2.9.8 Fences, Etc.** No fences, awnings, ornamental screens, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Community except those that are installed in accordance with the original construction of the Community or as are authorized and approved in accordance with **Article 8** (Design Review). In no event shall any fences, gates or walls installed by Declarant or a Guest Builder be altered in any way unless such alteration has been approved in accordance with the provisions set forth in **Article 8** (Design Review).

**2.9.9 Painting.** No Owner shall paint the exterior of the Owner's Residence or any other exterior Improvements within a Lot without prior approval in accordance with **Article 8** (Design Review), except that no consent shall be required if an Owner repaints the exterior with the same existing color of such Residence.

**2.9.10 Holiday Decorations.** Outdoor holiday decorations, or indoor holiday decorations that are visible from outside, shall be limited to a reasonable period of time prior to the date of the holiday, as determined by the Association in the Rules, and shall be removed as and when required by the Rules.

**2.10 Mineral Exploration.** No portion of the Property shall be used in any manner to explore for or to remove any oil, minerals, natural gas or other hydrocarbons, geothermal heat or substances, water, gravel, earth or any earth substance or other mineral of any kind ("**Subsurface Resources**"). No well for the production of, or from which there is produced, Subsurface Resources shall be operated within the Community, nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business. Notwithstanding the foregoing, nothing in this Section or anywhere else in this Declaration shall be deemed to prohibit, impair or in any way limit the rights of Declarant or any affiliate of Declarant (or a successor or assign to any rights of Declarant or an affiliate of Declarant to Subsurface Resources) to drill for, explore for, mine and/or remove any Subsurface Resources from any Property within the Community, and Declarant, any affiliate of Declarant, and any successors and assigns to any rights of Declarant or an affiliate of Declarant to the Subsurface Resources shall have such rights, including, without limitation, the right to whipstock or directionally drill and mine from lands other than the Community, wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Community.

**2.11 Trash.** Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in the receptacles customarily used for it, which shall be stored within fenced sideyards or garages except on the scheduled day for trash pickup. All trash containers shall be maintained such that the lids remain closed to prevent excessive odor from emanating therefrom. Owners shall comply with the Rules regarding trash disposal and recycling.

**2.12 Antenna Restrictions.** No Owner shall install any antenna, satellite dish, or other over-the-air receiving device ("**Antenna**"): (a) on any real property which such Owner is not entitled to exclusively use or control, as provided in Title 47 U.S.C. §§ 1 *et seq.*, 47 CFR § 1.4000 and any other Applicable Laws promulgated thereunder (collectively "**Antenna Laws**"); (b) in a particular location if, in the Board's opinion, the installation, location or maintenance of such Antenna unreasonably affects the safety of any Person, or for any other safety-related reason established by the Board; or (c) that is of a size larger than is permitted under the Antenna Laws. If an Owner is entitled to install an Antenna under the foregoing requirements, such Owner shall provide the Board with written notice that such Owner intends to install the Antenna and provide evidence of compliance with the foregoing requirements. If an Owner desires to install an Antenna, other than as described above, such Owner may do so only upon the prior approval of the Board pursuant to **Article 8** (Design Review). The Association shall not impose or enforce any restrictions upon Antennae that are inconsistent with the Antenna Laws. Notwithstanding any provision hereof, this Section shall be interpreted to comply with state and federal laws applicable to Antennas in effect at the time of enforcement of this Section. In that regard, this Section shall not be interpreted or enforced in a manner which would:

(i) unreasonably delay or prevent installation, maintenance or use of such authorized Antenna; (ii) unreasonably increase the cost of installation, maintenance or use; or (iii) preclude reception of an acceptable quality signal.

**2.13 View Impairment.** There is no representation that any view exists from any Residence. Each Owner, by accepting a deed to a Residence, acknowledges that grading of, construction on or installation of Improvements, including landscaping, on other Lots and on surrounding real property may impair whatever view may exist from the Owner's Residence and each Owner consents to such impairment and waives any claim for view impairment. Each Owner and the Association, by accepting a deed to a Lot or any Association Property, acknowledges that any construction or installation by Declarant, a Guest Builder, or by other Owners as provided in **Article 8 (Design Review)**, may impair the view of such Owner, and each Owner and the Association, on behalf of the Members, hereby consent to such view impairment and/or loss of privacy. By accepting a deed to a Residence, each Owner acknowledges that: (a) there are no protected views, and no Residence is assured of the existence, quality or unobstructed continuation of any particular view, and Declarant and each Guest Builder makes no representation or warranty that there are now, or will be in the future, any such views or that any view will impact the value or desirability of any Residence; (b) any view from the Residence is not intended as part of the value of the Residence and is not guaranteed; and (c) any future development, construction, landscaping, growth of trees, or other installation of Improvements by Declarant, a Guest Builder, or other Owners or of properties surrounding the Community may impair the view from any Residence and/or may allow other persons to have a line of sight into Owner's Lot, which may affect the use and enjoyment of the Owner's Residence, including Owner's privacy. There are no express or implied easements appurtenant to any Lot for view purposes or for the passage of light and air over another Lot, or any other property whatsoever.

**2.14 Displaying the U.S. Flag.** The Board shall comply with California Civil Code Section 4705, by allowing an Owner to display the flag of the United States, as defined by California Government Code Section 434.5(b) within such Owner's Lot, in a location reasonably approved by the Board. For purposes of this Section, "Displaying the flag of the United States" means a flag of the United States made of fabric, cloth or paper displayed from a staff or pole or in a window and does not mean a depiction or emblem of the flag of the United States made of lights, paint, roofing, siding, paving materials, flora, balloons or any other similar building, landscaping or decorative component.

**2.15 Drainage.** Declarant or a Guest Builder may have installed one or more below-ground drain lines, surface Improvements such as area drains, earthen or concrete drainage swales or catch basins (each, a "**Drainage Improvement**") in or on the Lots and/or Association Property. Drainage Improvements are intended to collect and transport surface waters from each Lot and from elsewhere in the Property to proper points of disposal. No Person may block or interfere with the proper function or maintenance of the Drainage Improvements on the Lots.

**2.15.1 Established Drainage.** There shall be no interference with or obstruction of the established surface drainage pattern(s) over any Lot or in the Property, unless an adequate alternative provision is made for proper drainage, consistent with all Applicable Laws. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time of the first conveyance to a First Owner, or as shown on any plan approved by the Board. Established drainage includes drainage from and to a Lot and/or Association Property and to and from property lying outside or within the Property.

**2.15.2 Control of Surface Waters.** Owners must use adequate drainage and irrigation control. The installation or modification of landscaping and the construction or modification of Improvements by Owners must not cause the ponding of water. Owner-installed drainage devices, including, but not limited to, concrete ditches, area drain lines and gutters, should be carefully designed and installed with professional assistance and then maintained in an unobstructed condition. All Owner-installed landscape irrigation systems should be designed, constructed, and operated to prevent excessive saturation of soils. All Owner-installed landscaping (if any) must be designed to ensure that water drains away from the Residence footings and other Improvements. Obstructions such as walls should not be constructed across swales unless adequate replacement Drainage Improvements have been installed or created. Owners shall maintain and keep clear of debris any drainage facility or device constructed by Declarant or a Guest Builder.

**2.15.3 Maintenance of Drainage Improvements.** Each Owner must maintain, and keep free of debris and obstructions, all Drainage Improvements located on or under the Lot, except those located within or otherwise designated as an Association Maintenance Area. To ensure adequate drainage within the Property, it is essential that the Drainage Improvements not be modified, removed or blocked without having first made alternative drainage arrangements. Therefore, no Owner may install, alter, modify, remove or replace any Drainage Improvements without first making alternative drainage arrangements approved in writing by the Board and by all applicable Governmental Entities. Owner-installed irrigation systems must be installed and maintained to prevent excess runoff and accumulation of surface water.

**2.15.4 Indemnity.** Any Owner and the Association who violates the restrictions in this Declaration relating to drainage shall indemnify, protect, defend and hold each other Owner and Declarant and any Guest Builder free and harmless from any and all liabilities, actions, penalties and damages arising from or attributable to any such violation.

**2.16 Storm Water Pollution and Best Management Practices.** Each Owner and the Association acknowledge that water that enters a storm drain flows to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollutant Discharge Elimination System, the Federal Clean Water Act, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, paints and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. The disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and Owners and the Association may be responsible for any activities by their respective contractors (e.g., painters, etc.) who dispose of such pollutants within the Community into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all requirements of Governmental Entities.

**2.16.1 Best Management Practices.** To comply with the requirements of Governmental Entities and the Storm Water Agreement in connection with the storm water pollution prevention Best Management Practices, each Owner and the Association agree that they will, at all times, maintain all Improvements located within a Lot and in the case of the Association, within the Association Property and Association Maintenance Areas, in a clean, safe and attractive condition, free and clear of any and all debris and in accordance with the Storm Water Agreement and any agreements that are recorded or may be recorded against the Community. The Association shall maintain any extended detention basins and bioretention BMP's, as required under the Storm Water Agreement. All landscaping shall be maintained by an Owner in a manner that will prevent soil erosion and minimize sediment transport. To the extent that Declarant or Guest Builder has installed any erosion protection devices (e.g., sandbags), an Owner shall not remove such devices unless and until all landscaping has been installed on a Lot and has been sufficiently grown so as to prevent soil erosion and transport of any sediment. All trash receptacles within an Owner's Lot shall be covered and closed at all times except when disposing of trash. The Association and the Owners shall comply with the Storm Water Agreement and all applicable Best Management Practices and perform all maintenance that may be imposed by any water quality management plan that may affect the Property. The costs of the Association's portion of such maintenance, if any, shall be treated as a Common Expense. All Owners and the Association are required to comply with such restrictions and Best Management Practices. "Best Management Practices" means all best management practices imposed from time to time by Applicable Laws or Governmental Entities, including without limitation, pollution control practices or devices, erosion control to prevent silt runoff during construction, general housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices or devices to prevent or reduce the discharge of pollutants to storm water, receiving water or storm water conveyance system to the maximum extent practicable. Owners are encouraged to consult with the Governmental Entities, concerning the proper disposal of any toxic or Hazardous Materials. In addition, the Association shall maintain and make available to Owners and Occupants the approved project specific Water Quality Management Plan (WQMP).



**2.16.2 Liability to Declarant.** So long as Declarant owns any portion of the Property or Annexable Property, if an Owner or the Association is not in compliance with the provisions of this Section and as a result, Declarant may incur any liability, Declarant shall have the right but not the obligation to enter upon the Association Property and the Lot to correct such violation. Any Owner who violates the requirements of this Section, and the Association, to the extent the Association violates the requirements of this Section, shall indemnify, protect, defend and hold Declarant and Declarant's officers, directors, successors and assigns entirely free and harmless from and against any liabilities, penalties, costs, expenses and actions, including, without limitation, attorneys' fees and costs arising from or attributed to a violation of the provisions of this Section and shall, within fifteen (15) days after request from Declarant, reimburse Declarant for any costs and expenses incurred by Declarant in correcting any violation of this Section by the Owner or the Association.

**2.17 Association Maintenance Areas.** Unless approved by the Board, each Owner shall be prohibited from: (a) placing, maintaining, constructing or planting any Improvements, landscaping or other items, including without limitation, decks, stairs, walls, irrigation systems, trees or any vegetation on any Association Maintenance Area located within a Lot; (b) removing, altering or modifying any cluster mailboxes servicing the Community located on such Owner's Lot; or (c) otherwise altering or modifying the Association Maintenance Area in any way. Each Owner shall have the right to access any Association Maintenance Area that exists on such Owner's Lot as may be necessary in connection with the maintenance of such Owner's Residence or other Improvements on such owner's Lot. Any Owner who modifies any Association Maintenance Area shall be responsible for all costs associated with repairing damage associated with such modification.

**2.17.1 Association Access.** Each Owner whose Lot includes an Association Maintenance Area within its boundaries shall cooperate to permit access to the Lot which cooperation shall include, without limitation: (a) unlocking the gate providing access to such area; and (b) removing any dogs or pets from the yard area while the Association, its contactors or subcontractors are performing work within the Association Maintenance Area. Upon completion of any Association work within the Association Maintenance Area, it shall be the responsibility of the Owner to lock any unlocked gate.

**2.17.2 Association Maintenance Areas (Subsurface Improvements).** The restrictions set forth in this Section 2.17.2 shall apply only to those Association Maintenance Areas where the Association is responsible for maintaining only sub-surface Improvements. In no event shall hardscape, trees, large bushes, boulders or any Improvements that would otherwise impede the Association's ability to access the sub-surface facilities be placed or maintained within the Association Maintenance Areas that include sub-surface Improvements.

**2.18 Landscaping.** Each Owner shall submit an application for landscaping in accordance with the requirements set forth in Article 8 (Design Review) for landscaping the areas of the Lot not landscaped by Declarant or a Guest Builder within six (6) months after the initial conveyance of the Residence to Owner from Declarant or a Guest Builder and each Owner shall, within twelve (12) months, after the initial conveyance of the Lot to Owner from Declarant or a Guest Builder, install the landscaping, unless a different time period is otherwise agreed to by the Board. During landscaping of a Lot, landscaping and construction materials must be stored only upon the Owner's Lot. Such materials must be properly contained to prevent spillover into the public streets or Private Streets. Spilled material must be swept and containerized. Spilled materials shall not be washed into the storm water curb drain inlets. Temporary erosion or sediment control devices may have been installed by Declarant or any Guest Builder during construction of the Community. Owners shall not remove any temporary erosion or sediment control devices installed by Declarant or any Guest Builder until Owner's Lot is landscaped and the plantings are established. Owner is responsible for preventing sediment leaving Owner's Lot. Each Owner shall be liable to Declarant and Guest Builders, as applicable, and the Association for any damage resulting from failure to prevent sediment from leaving the Owner's Lot and shall indemnify, protect, defend and hold Declarant (and Guest Builders, if applicable) and the Association entirely free and harmless from any and all liabilities, actions, penalties and damages arising from or attributable to any such runoff.

**2.19 Slopes.** Except for any Association Maintenance Areas, which the Association shall maintain, each Owner shall keep, maintain, water, plant and replant all slopes located on such Owner's Lot

so as to prevent erosion and to create an attractive appearance. It shall be the duty of all Owners to conduct all construction and installation of improvements on such slopes in accordance with any guidelines or rules adopted by the Board for maintenance of such slopes. Thereafter each Owner shall keep, maintain, water, and replant all improvements on such slopes in such a manner as to protect the integrity of such Owner's Lot and all adjoining Lots and the structural improvements thereon. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on such slopes that may damage or interfere with established slope ratios, create erosion or sliding problems, or that may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels.

**2.20 Post Tension Slabs.** The concrete slabs for the Residences within the Lots in the Community are reinforced with a grid of steel cables that were installed in the concrete and then tightened to create very high tension. This type of slab is commonly known as a "Post Tension Slab." Cutting into a Post Tension Slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Residence and/or personal injury. By accepting a grant deed to a Residence in the Community, each Owner specifically covenants and agrees that: (a) such Owner shall not cut into or otherwise tamper with the Post Tension Slab; (b) such Owner shall not knowingly permit or allow any person to cut into or tamper with the Post Tension Slab; (c) such Owner shall disclose the existence of the Post Tension Slab to any Occupant or subsequent purchaser of the Lot; and (d) such Owner shall indemnify, protect, defend and hold Declarant and its officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses, or other liability (including, without limitation, attorneys' fees) arising from any breach of this Section.

**2.21 Fuel Modification Zones.** All Improvements, landscaping and irrigation which are included within the Fuel Modification Zones shall conform with the applicable provisions of the Fuel Modification Plan and all applicable Community Entitlements. Each Owner and the Association shall comply with the planting, watering, maintenance and pruning requirements set forth in the Fuel Modification Plan.

**2.22 Conservation Area.** As set forth in the Conservation Easement, a portion of each of Lot 54 of the Map for Tract No. 36730, Lot 75 of the Map for Tract No. 36730-1 and Lot 85 of the Map for Tract No. 36730-2 (collectively, "Conservation Area") is subject to restrictions on the use of such area, and is only to be preserved in its natural condition, as provided in the Conservation Easement. No Owner shall have right to access or use the Conservation Area.

**2.23 Solar Shade Restrictions.** Neither an Owner of an adjacent Lot nor the Association (in the case of adjacent Association Property) shall allow a tree or shrub to be placed or, if placed, to grow so as to cast a shadow in violation of the standards set forth in California Public Resources Code Section 25982. The Owner, not the Board, shall bear the burden of calculating compliance of any such tree or shrub with the provisions of California Public Resources Code Section 25982. The restrictions of this Section do not apply to a tree or shrub planted prior to the installation of a Solar Energy System or to the replacement of a tree or shrub that had been growing prior to the installation of a Solar Energy System and which, subsequent to the installation of the Solar Energy System, dies or is removed for reasons of public health or safety. Approval by the Board of the installation of particular trees or shrubs on a Lot adjacent to a Solar Energy System or the installation of particular trees or shrubs by the Association on Association Property adjacent to a Solar Energy System shall not be deemed to waive or alter the provisions of this Section, and the Board and Design Review Committee, if appointed, shall not be liable to the Owner of the Solar Energy System for any such approval. Depending upon the dimensions and topography of certain Lots, the solar shade restrictions set forth in the California Public Resources Code Sections 25980, et seq., and any successor statutes ("**Solar Shade Control Act**") may prevent or severely restrict the planting of any trees, or the planting of medium or large trees, in the yard area, if any, of the Lot. The solar shade restrictions set forth in this Section and the Solar Shade Control Act may have the foregoing impacts on Lots on which no Solar Energy Systems are installed or constructed.

**2.24 Agricultural Uses.** Areas within the vicinity of the Community may be used for dairies and/or other agricultural purposes. Such agricultural uses may result in noise, odors, dirt, manure, livestock, pesticides, chemicals, dust and other nuisances that are associated with agricultural operations. Areas zoned for agricultural use in the County may include, without limitation, the use of all-terrain vehicles,

tractors, large fans, and other machinery; crops, vine or tree farm, plant nursery, greenhouse apiary, aviary, hatchery, horticulture; raising or keeping of poultry, fowl, rabbits, sheep or goats or similar animals; grazing, breeding or training of horses or cattle; winery or olive oil mill; fish hatcheries and rearing ponds; and, public or private riding or hiking trails. Crop-duster airplanes are also common in the vicinity of the Community and fly at low altitude in order to drop herbicides, pesticides or other agriculturally-related materials onto farm fields in order to prevent weeds, pests and disease among the plants. Periodic burning of agricultural fields is also customarily practiced in the County. Neither the Declarant nor the Association has control over the agricultural operations in the vicinity of the Community.

**2.25 Water Intensive Landscaping.** As required by the Community Entitlements, (i) the use of water-intensive landscaping within the Community on any portion of the Property is prohibited, and all landscaping installed or maintained within the Property shall be low water use landscaping pursuant to the provisions of County Ordinance No. 859 (as adopted and any amendments thereto), and (ii) the Association Property and Association Maintenance Areas shall include all those identified on the landscape maintenance exhibit as approved by the County.

**2.26 Nuisances.** No noxious or offensive activities shall be conducted within the Community. Nothing shall be done on or within the Community that may be or may become a nuisance to the residents of the Community, or that in any way interferes or may interfere with the quiet enjoyment of Occupants of Lots. Unless otherwise permitted by the Rules or the Association, no Owner shall serve food or beverages, cook, barbecue, or engage in similar activities, except within such Owner's Lot or areas permitted for such purposes within the Association Property, if any.

**2.27 Compliance With Laws, Etc.** Nothing shall be done or kept in any Lot or in the Association Property that might increase the rate of, or cause the cancellation of, insurance for the Community, or any portion of the Community. No activities shall be conducted on any portion of the Property and no Improvements shall be constructed within the Community that are unsafe or hazardous to any person or property. No Owner or the Association shall permit anything to be done or kept in the Community that violates Applicable Laws, including any Applicable Laws pertaining to the use or storage of any Hazardous Materials. The Association and each Owner shall comply with all Applicable Laws and all applicable requirements of the Community Entitlements.

**2.28 Declarant and Guest Builders Exemption.** The restrictions set forth in this Article shall not apply to Declarant or Guest Builders so long as: (a) Declarant or a Guest Builder owns any portion of the Property or the Annexable Property; or (b) Declarant or Guest Builder is exercising any of its rights under **Article 9** (Development Rights) or any other rights or powers or easements reserved to Declarant or Guest Builder under this Declaration.

### **ARTICLE 3 OWNERSHIP AND EASEMENTS**

**3.1 Ownership of Lots.** Ownership of each Lot within the Community shall include: (a) fee title to a Lot; (b) a membership in the Association; and (c) subject to the terms of the Governing Documents, any exclusive or non-exclusive easement or easements appurtenant to such Lot over the Association Property as described in this Declaration and the deed to the Lot, subject to any limitation set forth in the Governing Documents.

**3.2 Title to Association Property.** Any portions of the Property within a Phase made subject to this Declaration that are intended or required to be Association Property shall be conveyed to the Association prior to the conveyance of the first Lot in that Phase to a First Owner.

**3.3 Commencement of Easements.** Each of the easements reserved or granted under this Declaration shall be deemed to be established upon the recordation of this Declaration and the conveyance by Declarant or Guest Builder of a Lot to a First Owner and shall thereafter be deemed to be covenants running with the land for the use and benefit of the Owners, the Lots, the Association, and the Association Property superior to all other encumbrances applied against or in favor of any portion of the Community.

### **3.4 Access, Use and Maintenance Easements.**

**3.4.1 Easements Over Association Property.** Declarant hereby reserves to itself and grants to each Owner, for such Owner's benefit and the benefit of such Owner's Invitees, a non-exclusive easement for ingress, egress and use of the Association Property, subject to the terms of the Community Entitlements and Governing Documents; provided, however, that Owners and Invitees shall not have an easement over any areas restricted from access by the Association or restricted under the Community Entitlements.

**3.4.2 Easements Over Association Maintenance Areas.** Declarant hereby reserves to itself and grants to the Association, non-exclusive easements over, upon, through and across the Property, including, without limitation, any Association Maintenance Areas, for performing its duties and obligations and exercising its powers described in the Governing Documents. To the extent any cluster mailboxes serving the Community are installed by Declarant or the United States Postal Service on a Lot, Declarant hereby reserves to itself and grants to the Association, non-exclusive easements for maintenance, repair and replacement of such cluster mailboxes by the Association and non-exclusive easements for the use of the mailboxes by the Owners serviced by such cluster mailbox.

**3.4.3 Private Streets.** Declarant hereby reserves for its benefit and the benefit of its Invitees and all Guest Builders, together with the right to grant and transfer the same and grants to each Owner and the Association, for their benefit and the benefit of their Invitees, as applicable, a non-exclusive easement for vehicular and pedestrian ingress and egress over and across the Private Streets which may from time to time be included in the Property, except any areas where parking spaces are located or access is otherwise restricted. The Governing Documents may impose additional restrictions on access on such Private Streets and such Private Streets may also be subject to restrictions on access imposed by the Association in connection with the performance of their respective Maintenance Obligations and other obligations hereunder and imposed by the Governing Documents. In addition, Declarant hereby reserves for its benefit and the benefit of all Guest Builders, together with the right to grant and transfer the same and grants to each Owner and the Association, for their benefit, a non-exclusive easement for access and maintenance of landscaping over and across such portion of the Private Streets which may from time to time be included in the Property that Owner is obligated to maintain under the terms of this Declaration.

**3.4.4 Enforcement Easements.** Declarant hereby reserves to itself and grants to the Association, non-exclusive easements and right of access over, upon, across and through all portions of the Property, for the purpose of taking such action as may be reasonably required to exercise the remedies of Declarant or the Association (as applicable) in regard to any violation of this Declaration or any of the other Governing Documents.

**3.4.5 Driveway Areas.** To the extent any portion of the driveway improvements providing access to a Lot are located within the boundary of the Private Streets, the Owner of the Lot serviced by such driveway shall have a non-exclusive easement appurtenant to such Lot over, under, upon and across such driveway improvements for ingress and egress over the driveway improvements and the maintenance, repair and replacement thereof, which maintenance, repair and replacement obligation shall be the sole responsibility of the Owner of the Lot serviced by such driveway.

**3.5 Encroachment Easements.** Declarant hereby reserves to itself and grants to each Owner and to the Association non-exclusive easements over, under, across and through the Property for encroachment, support, maintenance, repair, occupancy and use of such portions of the Lots and/or Association Property as are encroached upon, used or occupied as a result of any original construction design, accretion, erosion, addition, deterioration, decay, errors in original construction, movement, settlement, shifting or subsidence of any building, structure, or other improvements or any portion thereof, or any other cause. In the event any portion of the Property is partially or totally destroyed, the encroachment easement shall exist for any replacement structure that is rebuilt pursuant to the original construction design. The easement for the maintenance of the encroaching improvement shall exist for as long as the encroachments exists; provided, however, that no valid easement of encroachment shall be created due to the willful misconduct of the Association or any Owner. Any easement of encroachment may, but need not be, cured by repair and restoration of the structure.

### **3.6 Drainage and Utility Easements.**

**3.6.1 Easements for Drainage and Runoff.** Declarant hereby reserves to itself and grants to each Owner and to the Association, non-exclusive easements for drainage through the established system of drainage pipes and facilities over, through, under and across the Lots and the Association Property. Such easements shall be subject to the restrictions set forth in **Section 2.15** (Drainage).

**3.6.2 Utilities.** Declarant hereby reserves to itself and grants to the Association, non-exclusive easements over, under, across and through the Property for the maintenance, repair and replacement of the Utility Facilities serving the Association Property or Association Maintenance Areas pursuant to this Declaration. Declarant hereby grants to each Owner, non-exclusive easements over, under, across and through the Property for the use, maintenance, repair and replacement of the Utility Facilities exclusively servicing such Owner's Lot pursuant to this Declaration.

### **3.7 Declarant's Easements and Rights.**

**3.7.1 Maintenance and Repair.** Declarant hereby reserves to itself non-exclusive easements over, under, through and across the Property for access by Declarant, its agents, employees and contractors to perform necessary maintenance or repair of any Improvements or to implement any warranty provided by Declarant. Such right includes the right of Declarant to enter upon the Property to perform any work required to be performed pursuant to any of the Community Entitlements, or to cure any failure of the Association to perform any work required as a condition to the release of any bonds or other security posted with Governmental Entities or any other obligee and to perform its obligations under any warranties provided by Declarant to an Owner and/or to exercise any repair rights granted to Declarant under this Declaration, any warranties or Applicable Laws; provided, however, that nothing contained herein shall be deemed to impose any obligations on Declarant to cure any failure of the Association to perform its Maintenance Obligations.

**3.7.2 Inspection and Repair.** Declarant hereby reserves to itself non-exclusive easements over, under, through and across the Property for access by Declarant, its agents, employees and contractors to inspect the Association Property and Association Maintenance Areas on an periodic basis to determine whether any repair to or routine maintenance of any Improvements within the Association Property or Association Maintenance Areas is needed in accordance with **Section 7.6** (Inspection of the Community) and to perform any necessary repair or maintenance of any Improvements within the Association Property or Association Maintenance Areas; provided that nothing herein shall create an obligation on Declarant to inspect the Association Property or Association Maintenance Areas, to repair or maintain any portion thereof or any Improvements there within, or to cure any failure of the Association to perform its Maintenance Obligations.

**3.7.3 Easements to Exercise Rights.** Declarant hereby reserves to itself non-exclusive easements over, under, through and across the Property to perform its duties and exercise its powers granted or reserved in this Declaration.

**3.7.4 Development Easements.** Declarant hereby reserves to itself non-exclusive easements over, under, through and across the Property as is reasonable and necessary to undertake and complete the work of development, construction, marketing, conveyance and/or repair and replacement of the Improvements and as may be necessary to access the Annexable Property until all of such Annexable Property is annexed to the Property and made subject to this Declaration.

**3.7.5 Additional Improvements and Utility Facilities.** Declarant hereby reserves to itself non-exclusive easements over, under, through and across the Property, for the purpose of installing, operating and maintaining landscaping, sidewalks, walkways, drainage areas, lighting, signage, monumentation, Utility Facilities, and other facilities and Improvements within the Property, as may be deemed appropriate by Declarant and/or required by the Community Entitlements, Governmental Entities or in connection with the issuance of any permits or approvals for the benefit of Declarant or as may be required in connection with the development of the Property. In addition, Declarant hereby reserves to itself

non-exclusive easements over, upon and across all Association Property for purposes of such access as may be reasonably required in connection with such activities.

**3.7.6 Parking Rights for Marketing.** Until Declarant no longer owns any portion of the Property and Annexable Property, Declarant shall have the sole right to exclusively utilize the parking spaces within the Private Streets located in the vicinity of the model homes for sales, marketing, construction and customer service purposes. In connection with such rights, Declarant shall have the right to tow any vehicles which park within any space which is designated for model home and sales use by Declarant.

**3.8 Limitations on Easements.** The easement rights and the reservations of the right and authority to grant easements described in the foregoing provisions of this Article and elsewhere in this Declaration, shall be subject to the limitations set forth below.

**3.8.1 Easements of Record.** The Property and all of the easements granted or reserved herein are subject to all covenants, conditions, restrictions, encumbrances, easements, dedications, and rights of way as set forth in Supplementary Declarations, as well as the Map and any other matters of record, including, without limitation, the Community Entitlements and any agreements recorded against the Property. Nothing in this Declaration shall be deemed to limit the right of Declarant or (with the prior consent of Declarant) the Association, to grant or reserve any additional easements over any portion of the Property to such grantees and for such purposes as Declarant, Guest Builders or the Association may deem appropriate, provided that any such easements shall not be inconsistent with the easement rights granted in this Declaration by Declarant to memorialize the easements and other rights reserved to Declarant or Guest Builders under this Declaration.

**3.8.2 Governing Documents.** All of the easements and other rights reserved and granted in this Declaration are subject to the limitations, restrictions and easements set forth in the Governing Documents.

**3.8.3 Restricted Access.** Subject to the Governing Documents and the rights specifically reserved by Declarant, the Association shall have the right to: (a) limit and restrict the use of any recreational facilities located within the Association Property and portions thereof, during specific times or on specific dates for events or promotional activities and other purposes, and to prohibit all use and access to portions of the Association Property as otherwise deemed necessary by the Association for health, safety, welfare, privacy or security purposes; (b) limit or permit usage of the Association Property by Persons as the Association deems appropriate; and (c) limit the number of Persons using the Association Property. The Association, Declarant and Guest Builders shall have the right to temporarily close or restrict access to the Association Property or Association Maintenance Areas as may be reasonably necessary in connection with the exercise of any Maintenance Obligations or in the event of an Emergency or to exercise any other rights reserved or granted by Declarant, Guest Builders or the Association hereunder.

**3.8.4 Suspend Rights to Use Association Property.** All of the easements are subject to the right of the Association, after Notice and Hearing, to temporarily suspend an Owner's rights as a Member to use the facilities within the Association Property for a period not to exceed sixty (60) days (unless such rights are suspended for failure to pay assessments) pursuant to the terms of the Governing Documents. Notwithstanding anything to the contrary contained herein, in no event shall the Association suspend an Owner's easement or right of ingress and egress to and from such Owner's Lot, or such Owner's easements for utilities servicing such Owner's Lot.

**3.8.5 Easements and Dedication.** The Association shall have the right, without the consent of the Owners, to dedicate, transfer or grant easements over all or any part of the Association Property or any interest therein to Governmental Entities or other Person, which dedication, transfer or easements shall be subject to the provisions of this Declaration and such other conditions as the Association deems proper.

**3.9 Rights of Invitees and Occupants.** Notwithstanding any other provisions of this Declaration or the Governing Documents, nothing contained in this Article is intended to grant any third party beneficiary rights or any other rights to an Invitee and Occupant. No Invitee or Occupant shall have any rights under this Article independent of the rights granted to the Association and the Owners under this Declaration.

**3.10 Assignment of Easements.** Any of the easements hereunder reserved by Declarant may be assigned or transferred by Declarant to any Person, including to any Guest Builders, without the consent of any Owners or the Association.

**3.11 Duration of Easements.** Except for the rights of Declarant and, as applicable, any Guest Builders to which Declarant has assigned rights hereunder, the easement rights granted under this Declaration shall be for a term and duration coextensive with the Owner's title or interest in and to a Lot. Upon conveyance of a Lot, such rights shall pass to the successor Owner(s) of the Lot being conveyed. All of the rights reserved to Declarant and granted to Guest Builder(s) shall continue so long as Declarant or a Guest Builder owns any portion of the Property or Annexable Property.

**3.12 Light, Air and View.** No Owner shall have an easement for light, air or view over the Lot of another Owner or the Association Property, and no diminution of light, air or view by any Improvement now existing or hereafter erected shall entitle an Owner or any Invitee to claim any easement for light, air or view within the Community.

**3.13 No Separate Conveyance.** The interest of each Owner in the use and benefit of the Association Property and all other easements reserved and granted hereunder to each Owner shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the right to use the portions of the Association Property that are open for access by the Owners and their Invitees in accordance with the Governing Documents. Any conveyance of any Lot shall automatically transfer the interest in the Owner's right to use the Association Property as provided in this Declaration and the Governing Documents without the necessity of express reference in the instrument of conveyance.

**3.14 Delegation of Use.** Any Owner entitled to the right of use of the Association Property to the extent provided in this Declaration or the other Governing Documents may delegate such Owner's rights to the Occupants who reside in such Owner's Lot, subject to reasonable regulation by the Association and the Governing Documents. An Owner who has made such a delegation of rights shall not be entitled to use of the Association Property for so long as such delegation remains in effect, other than such access rights as are directly related to the Owner's rights and duties as landlord.

#### **ARTICLE 4 THE ASSOCIATION**

**4.1 The Organization.** The Association is a nonprofit mutual benefit corporation formed under the nonprofit mutual benefit laws of the State of California. On the conveyance of the first Lot to a First Owner, the Association shall be charged with the duties and given the powers set forth in the Governing Documents.

**4.2 Association Action; Board and Officers; Members' Approval.** Except as to matters requiring the approval of Members as set forth in the Governing Documents, the affairs of the Association shall be conducted by the Board and officers as the Board may elect or appoint. Such election or appointment shall be in accordance with the Governing Documents. Except as otherwise provided in Governing Documents, all matters requiring the approval of Members shall be deemed approved if: (a) Members holding a majority of the total Voting Power consent to them in writing as provided in the Bylaws; (b) such matters are approved by a majority vote of a quorum of Members at any regular or special meeting held in accordance with the Bylaws; or (c) in certain situations set forth in **Section 4.4** (Duties of the Association), such matters as are approved in accordance with the procedures set forth in **Section 4.4** (Duties of the Association).

**4.3 Powers of the Association.** The Association shall have all the powers of a nonprofit mutual benefit corporation organized under the laws of the State of California subject only to such limitations on the exercise of such powers as are set forth in the Governing Documents. It shall have the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under the Governing Documents including, without limitation, the powers set forth below.

**4.3.1 Performance of Duties; Commencement of Association's Duties and Powers.** The Association shall have the power to undertake all of the express duties required to be performed by the Association. Unless otherwise specified in a Supplementary Declaration, the duties, rights and powers of the Association as described in this Declaration shall commence from and after the date of the conveyance of fee ownership of any portion of the Property from Declarant or a Guest Builder to a First Owner, or such earlier date that Declarant may elect, and the Association shall thereupon assume all such duties and such rights and powers.

**4.3.2 Assessments.** The Association shall have the power to establish, fix, and levy Assessments against the Owners and to enforce payment of such Assessments in accordance with the provisions of the Governing Documents.

**4.3.3 Right of Enforcement.** The Association shall have the power to: (a) take disciplinary action and/or assess monetary fines against an Owner for violation of the Governing Documents by such Owner or their Invitees; (b) commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of the Governing Documents; (c) after Notice and Hearing, suspend the rights to use any portion of the Association Property or membership rights or privileges (other than voting rights); and/or (d) enforce by mandatory injunction, or otherwise, any resolutions of the Board or any provision of the Governing Documents. In addition, the Association can temporarily suspend the membership rights and privileges and/or can assess monetary fines against any Owner or other person entitled to exercise such rights or privileges for any violation of the Governing Documents or Board resolutions, in accordance with the procedures set forth in this Declaration and in the Bylaws; provided, however, that unless such suspension is due to a failure to pay Assessments pursuant to **Article 6** (Assessments), such suspension shall not last longer than sixty (60) days. In no event shall the Association (i) suspend an Owner's right and easement of access for ingress and egress over the Association Property to the extent necessary to provide access and utility service to the Lot; or (ii) suspend an Owner's voting rights as a Member for so long as such Owner is a Member.

**4.3.4 Right of Entry.** The Association shall have the power to enter in or onto any of the Association Maintenance Areas and, upon at least twenty-four (24) hours' notice, the right to enter in or onto any other portion of a Lot without liability to any Owner, for the purpose of enforcing any of the provisions of the Governing Documents. Notwithstanding the forgoing, in the event that there is an Emergency, the agents and representatives of the Board may enter such Lot immediately and without notice for the sole purpose of taking such action as is necessary under the circumstances. In no event, however, may the Association enter into the interior of any Residence. Any damage caused by entry by the Association pursuant to the provisions of this Section shall be repaired by the Association. Such Persons shall not be deemed guilty of trespass by reason of such entry.

**4.3.5 Delegation of Rights of Use.** Subject to the Governing Documents, the Association shall have the power to exclusively use or to allow the Owners or Occupants the exclusive use on a temporary basis of portions of the Association Property for events and functions, on terms and conditions that the Board deems appropriate, including charging such Owners or Occupants for such use provided that if Declarant owns any portion of the Property or Annexable Property, the prior consent of Declarant shall be obtained.

**4.3.6 Delegation of Powers; Professional Management.** The Association shall have the power to delegate its powers, duties, and responsibilities to committees or employees, including a professional managing agent, subject to the requirements of **Section 4.5.2** (Property Manager).

**4.3.7 Easements and Rights of Way.** The Association shall have the power to exercise any of the easements and other rights granted to the Association under **Article 3** (Ownership and



Easements). Declarant or the Association may grant and convey to any third party non-exclusive easements and licenses for use and rights of way over, through, under and across any Association Property in accordance with the provisions of this Declaration, so long as such easements do not materially and adversely interfere with the Owners' rights set forth in this Declaration. The affirmative vote of majority of Members shall be required before the Board may grant exclusive use of any portion of the Association Property to any Member unless the grant of exclusive use is one of the exceptions to Member approval requirements listed in California Civil Code Section 4600.

**4.3.8 Capital Improvements.** Subject to the terms of this Declaration, the Association shall have the power to approve the construction, installation or acquisition of a particular capital improvement to the Association Property or Association Maintenance Areas.

**4.3.9 Acquire Property.** The Association shall have the power to acquire and hold real and personal property as may be necessary or convenient for (i) the management or operation of the Association Property or Association Maintenance Areas, (ii) the administration of the affairs of the Association or (iii) the benefit of the Owners. The Association may dispose of the same by sale or otherwise.

**4.3.10 Restrict Access.** The Association shall have the power to restrict access on or to any portion of the Association Property and Association Maintenance Areas for purposes of facilitating construction or making repairs of Improvements by the Association and any Guest Builder, on such terms as the Association may deem reasonably appropriate. Any such restriction shall reasonably minimize any impact on access to and from any neighboring areas.

**4.3.11 Enter Into Agreements and Contracts.** The Association shall have the power to enter into maintenance, cost sharing and/or easement agreements with owners of property adjacent or in the vicinity of the Property (including, without limitation, Governmental Entities) or any owners associations. Unless otherwise specified in the agreement or a Supplementary Declaration, any agreements entered into by Declarant with Governmental Entities relating to the Property shall be binding on the Association. Notwithstanding any other provisions of this Declaration regarding the term of contracts with Declarant for providing services to the Association, the Association shall have the power to enter into maintenance, use, subsidy or similar agreements with Declarant or any Guest Builder. The Association shall have the power to contract for goods and services for the benefit of the Association Property and the Community that are necessary for the Association to perform its duties and obligations under the Governing Documents and/or as may be required by Governmental Entities, including engaging legal, management and accounting services.

**4.3.12 Borrow Funds.** The Association shall have the power to borrow money to improve, repair or maintain the Association Property or Association Maintenance Areas and to hypothecate any or all real or personal property owned by the Association, including pledging as collateral the assessment liens levied thereon, provided that: (a) the borrowing of any money or hypothecation of any real or personal property in excess of five percent (5%) of the budgeted gross expenses of the Association shall require the approval by written ballot of at least sixty-seven percent (67%) of each class of Members; and (b) the lender's rights of default for any loan obtained pursuant to this Section are limited to, after taking possession of any Association Property, charging reasonable admission and fees, and, upon satisfaction of the debt, such Association Property shall be returned to the Association. Notwithstanding the foregoing, in no event may the Association borrow money to fund any litigation by the Association relating to the Community or the Improvements unless the consent of a majority of each class of Members is obtained.

**4.3.13 Rights Regarding Title Policies.** If any title claims regarding the Association Property are made by any third party, the Association shall have the power to pursue such claims on any title insurance policy held by the Owners or the Association and each Owner hereby delegates, on a non-exclusive basis, and assigns to the Association any rights he or she may have under his or her title insurance policies to the extent that the title claim relates to the Association Property.

**4.3.14 Rules.** The Board, by majority vote, shall have the power to adopt the Rules. The Board shall further have the power to amend the Rules as it deems appropriate relating to the use and operation of the Community. Notwithstanding any provision of this Declaration to the contrary and to the

extent California Civil Code Section 4340, *et seq.* is applicable to the Rules, any rule which is considered to be an operating rule under California Civil Code Section 4340, *et seq.* may not be adopted, changed or amended except by and pursuant to the procedures set forth in California Civil Code Section 4340, *et seq.*

**4.3.15 Control Parking.** Subject to the provisions of this Declaration, the Association shall have the right to control parking within the Community and to promulgate rules and regulations to control parking in a manner consistent with this Declaration. The Board shall determine, in its sole 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 Community, including the power to remove violating vehicles from the Community pursuant to California Vehicle Code Section 22658.2 or other Applicable Laws.

**4.3.16 Assignment of Maintenance Responsibilities.** The Association shall have the power to relinquish or assign its maintenance responsibilities to Governmental Entities, including without limitation, maintenance or assessment districts, utility companies and/or water, sewer or school districts, provided that such Governmental Entities shall have accepted such maintenance responsibility of the Association.

**4.4 Duties of the Association.** In addition to the powers described above, and without limiting their generality, the Association has the power and the obligation to perform duties set forth in this Declaration and the other Governing Documents, subject to and in accordance with the Governing Documents, the Community Entitlements and Applicable Laws.

**4.4.1 Applicable Laws, Community Entitlements and Governing Documents.** The Association shall comply with all Applicable Laws and the Community Entitlements, the Fuel Modification Plan, the Conservation Easement and the Storm Water Agreement. The Association shall perform all duties that may be imposed on the Association in the Governing Documents.

**4.4.2 Acceptance of Property.** The nature, design, quality and quantity of all Improvements to the Association Property and Association Maintenance Areas shall be determined by Declarant, in its sole discretion. The Association shall accept any Association Property and Association Maintenance Areas and Improvements situated thereon and any maintenance or other easements conveyed by Declarant and/or created under this Declaration and shall maintain, repair, replace, operate, and otherwise manage all of the Improvements and facilities required to be maintained by the Association, and all personal property acquired by the Association in accordance with the terms and provisions of the Governing Documents and the Community Entitlements. The Board shall periodically review the nature and scope of the operations of the Association to assure such operations are in satisfactory compliance with the requirements of the Governing Documents and the Association Maintenance Manual. The Association shall comply with the requirements of any agreements entered into between Declarant and Governmental Entities pertaining to the Association Property and Association Maintenance Areas. In the event that a dispute arises between Declarant and the Association with respect to the nature, design, quality or quantity of such Improvements, or the acceptance of maintenance responsibilities therefor, the Association shall be obligated to accept title to the Association Property and any easements over the Association Maintenance Areas and undertake maintenance responsibilities therefore, pending resolution of the dispute, in accordance with the provisions for enforcement set forth in **Article 15** (Term and Enforcement).

**4.4.3 Utilities.** The Association shall acquire, provide and pay for water and other utility services for the Association Property and Association Maintenance Areas to the extent necessary. The Association shall permit utility suppliers and other providers of any telecommunications or other services to use portions of the Association Property reasonably necessary to the ongoing development and operation of the Community.

**4.4.4 Taxes, Assessments and Liens.** The Association shall pay all real and personal property taxes levied against the Association Property or any other taxes or assessments which could become a lien on the Association Property or any portion thereof. Such taxes and assessments may

be contested by the Association provided that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

**4.4.5 Architectural Control.** The Association shall promulgate architectural standards and procedures it deems appropriate, may appoint or remove members of the Design Review Committee and may hire a consultant in connection therewith in accordance with the provisions of **Article 8** (Design Review).

**4.4.6 Rules.** The Association shall adopt and be entitled to modify and enforce the Rules as it deems reasonable. The Rules shall govern the Community. However, the Rules shall not be inconsistent with or materially alter any provisions of the Governing Documents. A copy of the Rules, as adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. In case of any conflict between any of the Rules and any other provisions of this Declaration, the conflicting Rules shall be deemed to be superseded by the provisions of the Declaration. Notwithstanding any provision of this Declaration to the contrary, and to the extent Civil Code Section 4340, *et seq.* is applicable to the Rules, any rule which is considered to be an operating rule under California Civil Code Section 4340, *et seq.* may not be adopted, changed or amended except by and pursuant to the procedures set forth in California Civil Code Section 4340, *et seq.*

**4.4.7 Warranties.** The Association shall comply with the terms of each warranty in favor of the Association, if any, for any equipment or facilities within the Association Property and/or Association Maintenance Areas, which warranties may be impaired or eliminated if the Association fails to maintain in compliance with a warranty or if it fails to keep in effect certain maintenance contracts.

**4.4.8 Maintenance Manuals.** The Association shall maintain at the offices of the Association a copy of the Owner Maintenance Manual(s) provided by Declarant to the Owners and shall make available to every Owner upon request a copy of the Owner Maintenance Manual applicable to such Owner's home. The Association shall have the right to charge the requesting Owner a fee for the copying of such Owner Maintenance Manual. The Association shall also comply with provisions of the Association Maintenance Manual provided by Declarant to the Association. The Association may, from time to time, make appropriate revisions to the Association 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 of the items being maintained. The Association shall require that any management company hired by the Association for the Community: (i) ensures that review of the Association Maintenance Manual requirements and issues is included on the agenda of each meeting of the Board; (ii) ensures that the Association Maintenance Manual is brought to each regular meeting of the Board; and (iii) ensures that the Association Maintenance Manual is updated with all inspection reports for the Association Property or Association Maintenance Areas or any other Association maintained areas.

**4.4.9 Minutes of Board Meetings.** The Association shall supply copies of the minutes or a summary of the minutes of any meeting of the Board to Declarant within thirty (30) days of the applicable meeting of the Board for a period of one (1) year after the conveyance of the last Lot within the Property and Annexable Property by Declarant or a Guest Builder to a First Owner.

**4.4.10 Use of Proceeds to Repair.** If the Association receives, on its own behalf or for the benefit of the Owners, any proceeds as a result of any construction defect or other claims or litigation brought by the Association, then the Association shall apply such proceeds first for the purpose of repairing such defects 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, subject to any requirements established by the nonprofit mutual benefit laws of the State of California and any other Applicable Laws.

**4.4.11 Dedications to the County.** Certain portions of the Property may have been dedicated to the County on the Map. If the County does not accept such dedications, the Association shall be required to accept the conveyance of such Property in fee title. The Association's acceptance of such transfer shall be through the Board of the Association who shall be authorized to execute any document(s) required to facilitate transfer of such areas or any portion thereof.

#### **4.5 Limitations on Authority of Board.**

**4.5.1 Actions Requiring Member Approval.** The Association shall not take any of the actions listed below except with: (a) the vote or written consent of a majority of the Members of each of Class A and Class B Members during the time the Class B voting structure set forth in **Section 5.2.2** (Class B Members) is in effect; or (b) the vote at a meeting of the Association, or by written ballot without a meeting pursuant to Corporations Code Section 7513, of at least a majority of the Members including at least a majority of Members other than Declarant after conversion to a single Class A voting membership.

(a) **Limit on Capital Improvements.** The Association shall not, without obtaining the consent of the Members as set forth above, incur aggregate expenditures for capital improvements to the Association Property or Association Maintenance Areas in any Fiscal Year in excess of five percent (5%) of the budgeted gross expenses of the Association for that Fiscal Year.

(b) **Limit on Sales of Association Property.** The Association shall not, without obtaining the consent of the Members as set forth above, sell during any Fiscal Year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that Fiscal Year.

(c) **Limit on Compensation.** The Association shall not, without obtaining the consent of the Members as set forth above, pay compensation to Members for services performed in the conduct of the Association's business; provided, however, the Board may cause a member of the Board, an officer of the Association or a member of a committee of the Association to be reimbursed for expenses incurred in carrying on the business of the Association.

(d) **Limit on Third Person Contracts.** The Association shall not, without obtaining the consent of the Members as set forth above, enter into a contract with a third person wherein the third person will furnish goods or services for the Association, Association Property or Association Maintenance Areas, for a term longer than one (1) year, with the following exceptions: (i) any management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration; (ii) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; (iii) an agreement for cable television services, satellite television services, internet services, broadband services and related equipment not to exceed five (5) years duration, provided that the supplier is not an entity in which Declarant has a direct or indirect ownership interest of ten percent (10%) or more; (iv) an agreement for the sale or lease of burglar alarm and fire alarm equipment, installation and services not to exceed five (5) years duration, provided that the supplier is not an entity in which Declarant has a direct or indirect ownership interest of ten percent (10%) or more; (v) a prepaid casualty and/or liability insurance policy not to exceed three (3) years duration; provided that the policy permits for short-rate cancellation by the insured; (vi) a contract for a term not to exceed three (3) years that is terminable by the Association after no longer than one (1) year without cause, penalty or other obligations upon ninety (90) days written notice of termination to the other party; (vii) a contract which has been submitted to the DRE in connection with an application for a Public Report or for any other purpose; (viii) any agreement required to be entered into under the Community Entitlements; and (ix) any maintenance agreement for the maintenance of any portion of the Association Property and Association Maintenance Areas which is required as a condition to the effectiveness of any warranty in favor of the Association.

**4.5.2 Property Manager.** The manager of the Association shall at all times be a professional manager operating as an independent contractor. The professional manager shall be covered by its own fidelity insurance policy, which must provide the same coverage required of the Association. The Association shall not discontinue the management of the Association by a professional, and certified or accredited management company without the vote of: (a) Declarant, so long as Declarant or a Guest Builder owns any portion of the Property or Annexable Property; and (b) a vote in accordance with **Section 12.9** (Self-Management); provided, however, that nothing contained in this Section shall be deemed to prohibit or restrict the Board from changing professional management companies from one professional management company to another. If the Association decides to change professional management

companies from one professional management company to another, then any replacement manager shall have at least five (5) years' experience in the management of similar communities.

**4.6 Indemnification of Management Parties.** No volunteer officer or volunteer director of the Board, or of any committee of the Association, or any officer of the Association, or any manager, or Declarant or any Guest Builder, or any agent or employee or consultant of Declarant (each a "**Management Party**"), shall be personally liable to any Owner or to any other party, including the Association, for any act or omission of any Management Party if such Person has, on the basis of such information as was actually possessed by him or her, acted in good faith without willful, wanton or gross misconduct when performing an act within the scope of the Person's duties (collectively, an "**Official Act**"). The Association has the power and duty to indemnify, defend, protect and hold harmless each Management Party for all damages and expenses incurred (including, without limitation, reasonable attorneys' fees and costs), and to satisfy any judgment or fine levied as a result of any action or threatened action brought because of an act or omission which such Person reasonably believed was an Official Act. Management Parties are deemed to be agents of the Association when they are performing Official Acts for purposes of obtaining indemnification from the Association pursuant to this Section. The entitlement to indemnification under this Declaration inures to the benefit of the successors-in-interest of any Person entitled to such indemnification. The Association has the power, but not the duty, to indemnify any other Person acting as an agent of the Association for damages incurred, pay expenses incurred, and satisfy any judgment or fine levied as a result of any action or threatened action because of an Official Act. The Association also has the power, but not the duty, to contract with any person to provide indemnification in addition to any indemnification authorized by Applicable Laws on such terms and subject to such conditions as the Association may impose.

**4.7 Additional Provisions.** Certain laws apply to the operation of the Association and the Property by the Association, including, without limitation, the Davis Stirling Common Interest Development Act of Section 4000, *et seq.* of the California Civil Code, and the Association and Owners shall comply with all Applicable Laws.

## **ARTICLE 5 MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION**

### **5.1 Membership.**

**5.1.1 Qualifications.** Each Owner of a Lot which is subject to assessment, including Declarant and any Guest Builder, shall be a Member of the Association. Ownership of a Lot shall be the sole qualification for membership in the Association. Each Owner shall remain a Member of the Association until such Owner's ownership interest in a Lot ceases, at which time such Owner's membership in the Association shall automatically cease. Any reference in this Declaration to a vote of the Members shall refer only to those Members against whose Lot Assessments have commenced, unless otherwise specified in the Governing Documents.

**5.1.2 Members' Rights and Duties.** Each Member shall have the rights, duties, and obligations set forth in the Governing Documents, as the same may from time to time be amended.

**5.1.3 Approval by Members.** Except as otherwise provided in the Governing Documents, all matters requiring the approval of Members shall be deemed approved if: (a) Members holding a majority of the total Voting Power consent to them in writing as provided in the Bylaws; or (b) such matters are approved by a majority vote of a quorum of Members at any regular or special meeting held in accordance with the Bylaws.

**5.1.4 Transfer of Membership.** The Association membership of each Owner shall be appurtenant to each such Lot, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except on a transfer of title to each such Lot or interest in it and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot or interest in it shall operate automatically to transfer the appurtenant membership right in the Association to the new Owner.

**5.1.5 Commencement of Voting Rights.** An Owner's right to vote, including Declarant's and a Guest Builder's right to vote, shall not vest until Regular Assessments have been levied upon such Owner's Lot as provided in this Declaration. All voting rights shall be subject to the restrictions and limitations provided for herein and in the other Governing Documents.

**5.2 Number of Votes.** The Association shall have two (2) classes of voting membership, as described below. The voting rights described in **Sections 5.2.1** (Class A Members) and **5.2.2** (Class B Members) shall constitute the Voting Power of the Association:

**5.2.1 Class A Members.** Class A Members shall be all Owners, with the exception of Declarant and Guest Builders (until the conversion of Declarant's Class B membership and Guest Builders' Class B membership to a Class A membership, as provided in **Section 5.2.2** (Class B Members)), and shall be entitled to one (1) vote for each Lot owned. When more than one (1) Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to such Lot.

**5.2.2 Class B Members.** Class B Member(s) shall be Declarant and any Guest Builder, who shall be entitled to three (3) votes for each Lot owned by Declarant or Guest Builder in a Phase for which Assessments have commenced. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur: (a) the second anniversary of the first close of escrow for conveyance of a Lot in a Phase to a First Owner covered by the most recently issued Public Report for any Phase of the Community; or (b) the fourth anniversary of the first conveyance of a Lot to a First Owner covered by the original Public Report for the first Phase of the Community.

As long as Class B membership exists, no action by the Association that must have the prior approval of the Members shall be deemed approved by the Members unless approved by the appropriate percentage of Class A and Class B Members, except as otherwise set forth in this Declaration. Upon conversion to a single Class A voting membership, any action by the Association that must have the prior approval of the Members will require approval by at least a majority of the Members including at least a majority of Members other than Declarant.

**5.3 Joint Owner Votes.** The voting rights for each Lot may not be cast on a fractional basis. If the joint Owners of a Lot are unable to agree among themselves as to how their voting rights shall be cast, they shall forfeit the vote on the matter in question. If any Owner exercises the voting rights of a particular Lot, it will be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Lot. If more than one (1) Person exercises the voting rights for a particular Lot, their votes shall not be counted and shall be deemed void.

## ARTICLE 6 ASSESSMENTS

**6.1 Creation of Lien and Personal Obligation for Assessments.** Declarant and each Guest Builder, for each Lot owned within the Property, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all Assessments levied pursuant to the provisions of this Declaration. All Assessments levied hereunder, together with Additional Charges, shall be a charge on the land and shall be a continuing lien upon the Lot of such Owner against which each such Assessment is made, the lien to be effective upon recordation of a Notice of Delinquent Assessment (defined below). Each such Assessment, together with Additional Charges, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due and shall bind its heirs, devisees, personal representatives and assigns. Unlike the lien for non-delinquent Assessments, the personal obligation for delinquent Assessments shall not pass to successive Owners, unless expressly assumed by such successive Owner. No such assumption of personal liability by a successor Owner shall relieve any Owner against whose Lot the lien was levied from personal liability for delinquent Assessments. If more than one Person is the Owner of a Lot, the personal obligation to pay such Assessment or installment respecting such Lot shall be both joint and several.

**6.2 Funds Held in Trust.** The Assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of the Community. Upon the sale or transfer of any Lot, the Owner's interest in the funds shall be deemed automatically transferred to the successor in interest of such Owner. A general operating fund shall be established for current expenses of the Association.

**6.3 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to perform the obligations and duties of the Association, including, without limitation, the improvement and maintenance of the Association Property, and Association Maintenance Areas and for any other maintenance responsibilities of the Association, and to reimburse the Association for the costs incurred in bringing an Owner into compliance with the Governing Documents. The Association shall not impose or collect any Assessment, penalty or fee that exceeds the amount necessary for the purpose or purposes for which it is levied. If the Association decides to use or transfer reserve funds to pay for litigation, the Association must provide general notice to its Members of the decision in accordance with California Civil Code Sections 4045 and 5520. Such notice shall provide an explanation of why the litigation is being initiated or defended, why operating funds cannot be used, how and when the reserve funds will be replaced, and a proposed budget for the litigation. The notice must state that the Members have a right to review an accounting for the litigation as provided in California Civil Code Section 5520 which will be available at the Association's office. The accounting shall be updated monthly.

**6.4 Regular Assessments.**

**6.4.1 Payment of Regular Assessments.** The Assessments for Common Expenses ("**Regular Assessment**") for each Fiscal Year shall be established when the Association approves the Budget for that Fiscal Year, which Budget shall be prepared in accordance with the provisions of the Governing Documents. Regular Assessments shall be levied on a Fiscal Year basis. Unless otherwise specified by the Board, Regular Assessments shall be due and payable in monthly installments on the first day of each month during the term of this Declaration. Declarant's obligation or subsidy for such Regular Assessments may be reduced in accordance with the terms of any maintenance or subsidy agreement executed by Declarant and the Association.

**6.4.2 Budgeting.** Each fiscal year the Association shall prepare, approve and make available to each Member a Budget as described in the Bylaws not less than thirty (30) days nor more than ninety (90) days prior to the beginning of the Fiscal Year or as otherwise required by Applicable Laws.

**6.4.3 Restrictions for Tax Exemption.** As long as the Association seeks to qualify and be considered as an organization exempt from federal and state income taxes pursuant to Internal Revenue Code Section 528 and California Revenue and Taxation Code Section 23701t and any amendments thereto, then the Board shall prepare its annual Budget and otherwise conduct the business of the Association in such a manner consistent with federal and state requirements to qualify for such status.

**6.4.4 Reallocation of Assessments.** After conveyance of the first Lot in a Phase to a First Owner, the Assessments shall be reallocated among all Lots located in Phases in which the conveyance of a Lot to a First Owner has occurred, in the same manner as described in this Article.

**6.4.5 Non-Waiver of Assessments.** If the Association fails to fix Regular Assessments for the next Fiscal Year before the expiration of the then-current Fiscal Year, the Regular Assessment established for the preceding year shall continue until a new Regular Assessment is fixed.

**6.4.6 Supplemental Assessments.** If the Board determines that the Association's essential functions may be properly funded by a Regular Assessment in an amount less than the maximum authorized Regular Assessment described above, it may levy such lesser Regular Assessment. If the Board determines that the estimate of total charges for the current year is or will become inadequate to meet all Common Expenses, it shall determine the approximate amount of the inadequacy. Subject to the limits described in **Section 6.6 (Changes to Assessments)**, the Board may levy a supplemental Regular Assessment reflecting a revision of the total charges to be assessed against each Lot.

## **6.5 Other Type of Assessments.**

**6.5.1 Special Assessments.** If the Association determines at any time that the estimated total amount of funds necessary to fund the Common Expenses of the Association for a given Fiscal Year is or will become inadequate to meet expenses for any reason, including, without limitation, unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital improvements on, damage and destruction or condemnation of the Association Property, Association Maintenance Areas or any other areas which the Association is obligated to maintain, the Board shall determine the approximate amount necessary to defray such expenses, and may levy a special assessment ("**Special Assessment**"). Special Assessments shall be subject to the limitations set forth in **Section 6.6** (Changes to Assessments); provided, however, that such limitation shall not apply to Special Assessments levied by the Board to replenish the Association's reserve account as provided in the Article of the Bylaws entitled "Association's Accounts." The Board may, in its discretion, prorate such Special Assessment over the remaining months of the Fiscal Year or levy the Assessment immediately against each Lot as to which Assessments have commenced. The Association must comply with California Civil Code Section 5610.

**6.5.2 Capital Improvement Assessments.** In addition to any other Assessments provided for hereunder, the Association may levy a capital improvement assessment for the purpose of defraying, in whole or in part, the cost of any construction or replacement of a capital improvement ("**Capital Improvement Assessment**"). Capital Improvement Assessments shall be due and payable by all Owners in such installments and during such period or periods as the Board shall designate. Capital Improvement Assessments shall be subject to the limitations set forth in **Section 6.6** (Changes to Assessments).

**6.5.3 Compliance Assessments.** The Association may levy an assessment ("**Compliance Assessment**") against any Owner for bringing the Owner or the Owner's Lot into compliance with the provisions of the Governing Documents and/or any other charge designated a Compliance Assessment in the Governing Documents, together with any Additional Charges. The Association shall have the authority to adopt a reasonable schedule of Compliance Assessments for any violation of the Governing Documents. If, after Notice and Hearing which satisfies California Corporations Code Section 7341 and California Civil Code Section 5855, the Owner fails to cure or continues such violation, the Association may impose an additional fine each time the violation is repeated and may assess such Owner and enforce the Compliance Assessment as herein provided for nonpayment of an Assessment. A hearing committee may be established by the Association to administer the foregoing. A Compliance Assessment imposed by the Association as a means to reimburse the Association for costs incurred by the Association in the repair of damage to Association Property and facilities caused by a Member or a Member's Invitee may become a lien against the Member's Lot enforceable by the sale of the interest under California Civil Code Sections 2924, 2924b and 2924c. Notwithstanding any other provision in this Declaration to the contrary, except as provided in **Section 6.11** (Collection of Assessments; Liens), Compliance Assessments imposed by the Association as a disciplinary measure for failure of a Member to comply with the Governing Documents are Assessments but they may not become a lien against the Owner's Lot that is enforceable by a power of sale under California Civil Code Sections 2924, 2924b and 2924c; provided, however, that this restriction on Compliance Assessment liens imposed by the Association as a disciplinary measure for failure of a Member to comply with the Governing Documents does not apply to late payments.

## **6.6 Changes to Assessments.**

**6.6.1 Limitation on Assessments.** From and after January 1st of the year immediately following the conveyance of the first Lot to a First Owner, the annual Regular Assessment may not, except in the case of an Emergency, be increased by an amount greater than twenty percent (20%) of the Regular Assessments for the preceding Fiscal Year, and Special Assessments and Capital Improvement Assessments shall not be imposed that in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that Fiscal Year, without the consent of the Members, constituting a quorum and casting a majority of the votes at a meeting or election of the Association conducted in accordance with the provisions of: (i) California Civil Code Section 5100, *et seq.* and the rules



adopted by the Board pursuant thereto; and (ii) California Corporations Code Sections 7510, *et seq.* and 7613. The Board may not increase the Regular Assessments for any Fiscal Year unless it has complied with California Civil Code Section 5605. For the purpose of this Section, a quorum shall mean more than fifty percent (50%) of the Members, pursuant to California Civil Code Section 4070, and an Emergency shall mean any one of the following: (a) an extraordinary expense required by an order of a court; (b) an extraordinary expense necessary to repair or maintain the Association Property, Association Maintenance Areas, or other portions of the Community that the Association is obligated to maintain where a threat to personal safety is discovered; or (c) an extraordinary expense necessary to repair or maintain the Association Property, Association Maintenance Areas, or other portion of the Community that the Association is obligated to maintain that could not have been reasonably foreseen by the Board in preparing and distributing the Budget required under this Declaration and the Bylaws and California Civil Code Section 5300.

**6.6.2** Calculation of Increase in Regular Assessments. For the purpose of calculating whether an increase to Regular Assessments exceeds twenty percent (20%), the term "Regular Assessments" shall be deemed to include the amount assessed against each Lot as a Regular Assessment plus any amount paid by Declarant as a subsidy pursuant to any subsidy agreements, to the extent such subsidy payments offset any amount which would otherwise be paid by Owners as Regular Assessments. Any increases authorized under this Section shall not be imposed unless the Board has complied with the budgetary requirements set forth in the Bylaws with respect to the Fiscal Year for which an Assessment is being levied.

**6.6.3** Range of Assessments. During the period in which the Community is being built out and additional Phases may be annexed without the approval of the Association, Declarant, with DRE's approval, has established a range of assessments in accordance with a budget on file with and reviewed by DRE. The range in the amount of the monthly installment of annual Assessments has been established by calculating an initial "minimum annual assessment" and a "maximum annual assessment." Under this range procedure, as additional Phases are annexed into the Community, the monthly installment of annual Assessments levied by the Association can automatically increase or decrease, but will remain within the range stated in the DRE-reviewed Budget as set forth in the Public Report for such Phases. Except as otherwise provided herein, during any given Fiscal Year, the Board shall not levy an annual Assessment that exceeds the approved maximum annual Assessment for that Fiscal Year. Notwithstanding the foregoing, annual Assessments may be increased as provided in **Section 6.6** (Changes to Assessments).

**6.7** Allocation of Assessments. The Assessments shall be allocated as set forth below.

**6.7.1** Regular Assessments. Regular Assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis and shall be determined by dividing the amount of the Assessment by the total number of Lots then within the Community and subject to assessment.

**6.7.2** Other Community Assessments. Special Assessments and Capital Improvement Assessments shall be allocated in the same manner as Regular Assessments. Compliance Assessments shall be levied directly to the individual Lots in a manner consistent with the provisions of **Section 6.5.3** (Compliance Assessments).

**6.8** Commencement of Assessments. Regular Assessments shall commence as to all Lots in a Phase subject to this Declaration on the first day of the month following the conveyance of the first Lot in that Phase to First Owner. Notwithstanding the foregoing, Declarant or a Guest Builder may elect to commence to pay Regular Assessments for a Phase prior to the conveyance of a Lot in such Phase to a First Owner (provided that, upon making such election, Declarant or such Guest Builder shall continue to pay such Regular Assessments for such Phase until conveyance of such Lots in the Phase as to which Regular Assessments have commenced to a First Owner) and in such case, Declarant or the Guest Builder shall have the voting rights as to the Lots in such Phase pursuant to **Section 5.2** (Number of Votes).

**6.9** Notice and Assessment Due Dates. The Association shall provide notice by first class mail to each Owner (pursuant to California Civil Code Section 4040) of an increase in the Regular

Assessment and notice of any Special Assessment or Capital Improvement Assessment (or increase therein) not less than thirty (30) days nor more than sixty (60) days prior to the increased Regular Assessment or the Special Assessment or Capital Improvement Assessment becoming due. The due dates for the payment of Regular Assessments normally shall be the first day of each month unless some other due date is established by the Association. The due date for Special Assessments or Capital Improvement Assessments shall be specified in the notice provided by the Association and if such Special Assessments or Capital Improvement Assessments are payable in installments, such installments normally shall be due the first day of each month unless some other due date is established by the Association. Each installment of Regular Assessments, Special Assessments and Capital Improvement Assessments shall become delinquent if not paid within fifteen (15) days after its due date. Additional Charges shall accrue with each delinquent installment but shall not, in any event, exceed the maximum rates permitted under California Civil Code Section 5600, *et seq.*

**6.10 Estoppel Certificate.** On not less than ten (10) days' prior written request, the Association shall execute, acknowledge and deliver to the party making such request a statement in writing stating both of the following: (a) whether or not, to the knowledge of the Association, a particular Owner is in default in connection with the payment of Assessments as to such Owner's Lot; and (b) the dates to which installments of Assessments, have been paid as to such Lot. Any such statement may be relied on by any prospective purchaser or Mortgagee of the Lot, but reliance on such statement may not extend to any default not involving the payment of Assessments of which the signer had no actual knowledge.

**6.11 Collection of Assessments; Liens.**

**6.11.1 Right to Enforce.** The right to collect and enforce Assessments is vested in the Board acting for and on behalf of the Association. The Board may enforce the obligations of the Owners to pay Assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity, or the Board may foreclose by judicial proceedings or through the exercise of the power of sale pursuant to **Section 6.11.5** (Notice of Default; Foreclosure) enforce the lien rights created. Suit to recover a money judgment for unpaid Assessments together with all other Additional Charges shall be maintainable without foreclosing or waiving the lien rights. Notwithstanding anything else to the contrary herein, a monetary penalty imposed by the Association as a disciplinary measure for failure of a Member to comply with the Governing Documents or in bringing the Member and its Lot into compliance with the Governing Documents may not be characterized nor treated as an Assessment that may become a lien against the Member's Lot enforceable by a sale of the interest hereunder. The limitation in the preceding sentence however, does not apply to any Additional Charges.

**6.11.2 Notice of Assessments and Foreclosure.** The Association shall distribute a written notice regarding Assessments and foreclosure as set forth in California Civil Code Section 5730 during the sixty (60) day period immediately preceding the beginning of the Association's Fiscal Year.

**6.11.3 Delinquent Assessments.** In collecting delinquent Assessments, the Association shall comply with the requirements of California law, including, without limitation, California Civil Code Section 5650. As of the date of this Declaration, such laws require that, among other things, before the Association records a lien against the Owner's Lot, the Association shall: (a) notify the delinquent Owner of certain matters; and (b) offer and, if requested by the Owner, participate in, dispute resolution procedures pursuant to the Association's "meet and confer" program required by California Civil Code Sections 5900 through 5920.

**6.11.4 Assignment.** The Association may not voluntarily assign or pledge the Association's right to collect payments or Assessments, or to enforce or foreclose a lien to a third party except where provided under California Civil Code Section 5735.

**6.11.5 Notice of Default; Foreclosure.** The Association can record a notice of default and, subject to the requirements and limitations of California Civil Code Section 5700, *et seq.*, can cause the Lot with respect to which a notice of default has been recorded to be sold either in the same manner as a sale is conducted under California Civil Code Sections 2924, 2924b and 2924c or through judicial foreclosure and as provided in California Civil Code Section 5700, *et seq.* However, as a condition

precedent to the holding of any such sale under Section 2924c, appropriate publication shall be made. In connection with any such sale, the Board is authorized to appoint a trustee for purposes of conducting the sale. If a delinquency is cured before sale of the Lot or before completing a judicial foreclosure, or if it is determined that a lien previously recorded against a Lot was recorded in error, the Board shall apply payments and follow the procedures set forth in California Civil Code Section 5685. On becoming delinquent in the payment of any Assessment or installment, each delinquent Owner shall be deemed to have absolutely assigned all rent, issues and profits of its Lot to the Association and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of the Association, be enforced by the Association through specific performance). The Association, acting on behalf of the Owners, shall have the power to bid upon the Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot and vote as an Owner of the Lot.

**6.11.6 Creation of Lien.** If there is a delinquency in the payment of any Assessment (other than a Compliance Assessment that is not a Compliance Assessment levied to reimburse the Association for costs incurred by the Association in the repair of damage to Association Property and facilities caused by a Member or a Member's Invitee), any amounts that are delinquent, together with any Additional Charges, shall be a lien against the defaulting Owner's Lot upon the recordation in the Official Records of a notice of delinquent assessment ("**Notice of Delinquent Assessment**") as provided in California Civil Code Section 5675. After its recordation, the Notice of Delinquent Assessment shall be mailed to all Owners of record for the Lot for which the lien is being filed as provided in California Civil Code Section 5675.

**6.11.7 Payment of Assessments.** Any payments of sums due under this Article shall first be applied to Assessments owed, and only after Assessments owed have been paid in full shall the payments be applied to the Additional Charges. If an Owner requests a receipt after payment of a delinquent Assessment, the Association shall provide a receipt which sets forth the date of payment and the individual who received such payment.

**6.12 Additional Charges.** In addition to any other amounts due or any other relief or remedy obtained against an Owner who is delinquent in the payment of any Assessments, each Owner agrees to pay Additional Charges incurred or levied by the Association including such additional costs, fees, charges and expenditures as the Association may incur or levy in the process of collecting from that Owner monies due and delinquent subject to California Civil Code Section 5650, *et seq.*

**6.13 Waiver of Exemptions.** Each Owner, to the extent permitted by Applicable Laws, waives, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption laws of California in effect at the time any Assessment or installment becomes delinquent or any lien is imposed.

**6.14 Subordination of Lien to First Mortgages.** When a Notice of Delinquent Assessment has been recorded, such Assessment shall constitute a lien on such delinquent Owner's Lot prior and superior to all other liens, except: (a) all taxes; (b) bonds; (c) assessments and other levies that, by law, would be superior thereto; and (d) any First Mortgage now or hereafter placed upon any Lot subject to Assessment. The sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a First Mortgage, or pursuant to the remedies provided in the First Mortgage, 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 any Assessments thereafter becoming due or from the lien of any subsequent Assessment. Where the Mortgagee of a First Mortgage or other purchaser of a Lot obtains title to the same as a result of foreclosure or pursuant to the remedies provided in the First Mortgage, such acquiror of title, and his or her successors and assigns, shall not be liable for the share of the Common Expenses or Assessments chargeable to such Lot that became due prior to the acquisition of title to such Lot by such acquiror, except for a share of such charges or Assessments resulting from a reallocation of such charges or Assessments that are made against all Lots.

**6.15 No Offsets.** All Assessments shall be payable in the amounts specified by the particular Assessment, and no offsets against such amounts shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties of maintenance, operation or enforcement.

**6.16 Personal Liability of Owner.** No Owner may exempt himself or herself from personal liability for Assessments, nor any part thereof, levied by the Association, nor release the Lots owned by him or her from the liens and charges hereof by waiver of the use and enjoyment of the Association Property and facilities thereof, or by abandonment of such Owner's Lots.

**6.17 Transfer of Lots.** After transfer or sale of a Lot, the selling Owner(s) shall not be liable for any Assessment levied on such Lot after the date of transfer of ownership and written notice of such transfer is delivered to the Association. The selling Owner(s) shall remain responsible for all Assessments and charges levied on his or her Lot prior to any such transfer.

**6.18 Failure to Fix Assessments.** The omission by the Board to fix the Assessments hereunder before the expiration of any Fiscal Year for that or the next year shall not be deemed either a waiver or modification in any respect of the provisions of this Declaration or a release of the Owner from the obligation to pay the Assessments or any installment thereof for that or any subsequent Fiscal Year, but the Assessment fixed for the preceding Fiscal Year shall continue until a new Assessment is fixed.

**6.19 Property Exempt From Assessments.** The Association Property shall be exempt from the Assessments, charges and liens created herein.

**6.20 Uncompleted Facilities.** Although no land or Improvements devoted to dwelling use in the Community shall be exempt from Assessment, the Board may, but shall have no obligation to, exclude from the Regular Assessments those portions of budgeted Common Expenses that are for the purpose of defraying expenses and reserves directly attributable to the existence of Improvements to be maintained by the Association that are not complete at the time of the Assessment. Any such exemption from the payment of Assessment shall be in effect only until the earlier to occur of the following: (a) a notice of completion for the subject Improvements has been recorded; or (b) the Improvements have been placed into use.

**6.21 Association Property Improvements.** If the Improvements to be installed by Declarant or a Guest Builder on the Association Property in a Phase have not been completed prior to the issuance by the DRE of a Final Subdivision Public Report covering the Phase, and in the further event that the Association is the obligee under a bond to secure performance by Declarant or the Guest Builder to complete such Improvements, then if such Improvements have not been completed and a notice of completion filed within sixty (60) days after the completion date specified in the planned construction statement appended to the bond, the Board shall consider and vote upon the question of whether or not to bring action to enforce the obligations under the bond. If the Association has given an extension in writing for the completion of any such Improvement, then the Board shall consider and vote on said question if such Improvements have not been completed and a notice of completion filed within thirty (30) days after the expiration of the extension period. In the event that the Board determines after the expiration of any written extension(s) not to take action to enforce the obligations secured by the bond or does not vote on the question as above provided, then, in either such event, upon petition signed by Members representing five percent (5%) or more of the Voting Power, excluding the Voting Power of Declarant and Guest Builders, the Board shall call a special meeting of the Members to consider the question of overriding the decision of the Board or of requiring the Board to take action on the question of enforcing the obligations secured by the bond. Said meeting of Members shall be held not less than thirty-five (35) days nor more than forty-five (45) days following receipt of the petition. At said meeting, a vote of a majority of the Voting Power, excluding the vote of Declarant and Guest Builders, to take action to enforce the obligations under the bond shall be deemed to be the decision of the Association, and the Board shall thereafter implement the decision by initiating and pursuing appropriate action in the name of the Association.

## **ARTICLE 7 MAINTENANCE RESPONSIBILITIES**

**7.1 Maintenance.** Unless the context otherwise requires, as used in this Article, "maintenance," "maintain" or "maintaining" means the operation, inspection, maintenance, repair, restoration and replacement of the areas and facilities designated for maintenance by the Association or Owner. To the extent repair, restoration and replacement is required as a result of damage or destruction

under **Article 11** (Destruction of Improvements and Condemnation), then the repair and replacement shall be governed by the provisions of **Article 11** (Destruction of Improvements and Condemnation).

**7.2 Maintenance Obligations of the Association.** The Association shall maintain all areas designated for maintenance by the Association on the Maintenance Map. The requirements set forth in this Section are in addition to, and supplement the Association's obligations set forth on the Maintenance Map. The Association shall be responsible for maintaining and otherwise caring for all Association Property and Association Maintenance Areas in a good condition of maintenance and repair in accordance with the Maintenance Obligations and in accordance with all requirements of Governmental Entities and the Community Entitlements and the Governing Documents. The Association's Maintenance Obligations shall include, without limitation, the obligations described below:

**7.2.1 Association Property and Association Maintenance Areas.** The Association shall maintain the Association Property and Association Maintenance Areas in a good condition of repair, including all Improvements, landscaping, irrigation and monument signs located on or in the Association Property or Association Maintenance Areas. The maintenance of any landscaped areas by the Association shall occur in accordance with County Ordinance No. 859 (as adopted and any amendments thereto) and the County of Riverside Guide to California Friendly Landscaping.

**7.2.2 Private Streets.** The Association shall maintain all Private Streets, including, without limitation, any parkway and sidewalk Improvements located within the Private Streets, other than those portions of the parkway landscaping required to be maintained by Owners under the terms of **Section 7.3.2** (Landscaping), and the street lights within or adjoining the Private Streets as part of the Private Streets.

**7.2.3 Cluster Mailboxes.** The Association shall maintain the cluster mailboxes, except that the Owners shall maintain the locks as provided below.

**7.2.4 Utility Facilities.** The Association shall maintain the private Utility Facilities which service more than one (1) Lot. The Association shall have the right, but not the obligation, to undertake the maintenance of any private Utility Facility which exclusively services a Lot when located within Association Property and to levy a Compliance Assessment against the Owner.

**7.2.5 Storm Water Improvements.** The Association shall maintain all Storm Water Improvements within the Association Property and Association Maintenance Areas. Such maintenance shall be performed in accordance with the requirements of the Storm Water Agreement and all Governmental Entities and Applicable Laws. The Association shall cause all structural best management practices devices located on Association Property and Association Maintenance Areas to be inspected, and if required, cleaned, no later than October 15 of each year. The Association shall comply with the Storm Water Agreement and shall maintain any extended detention basins and bioretention BMP's ("WQMP Devices"), as required under the Storm Water Agreement and Applicable Laws. The Association shall provide access to the WQMP Devices to the County or the County's designee, as required under the Storm Water Agreement.

**7.2.6 Community Walls.** The Association shall maintain, in a good condition of maintenance and repair, and replace if necessary, the Community Walls within the Community, if any. For any wall or fence located on the property line between a Lot and Association Property the Owner shall maintain, repair and replace: (i) the surface of the wall or fence facing the Owner's Lot, (ii) the surface or the wall or fence facing the Association Property, and (iii) the structural integrity of the wall or fence, with the Association only responsible for the prompt removal of all graffiti from the surface or the wall or fence facing the Association Property. The Association shall have the right, but not the obligation, to undertake the maintenance of any wall or fence located on the property line between Association Property and a Lot and to levy a Compliance Assessment against the Owner.

**7.2.7 Fuel Modification Zones and Fire Protection Measures.** The Association shall maintain any Fuel Modification Zones located within the Association Property and Association Maintenance Areas in accordance with the requirements set forth in the Fuel Modification Plan and such

other guidelines and regulations as may be adopted by the County or other Governmental Entities. In addition, the Association shall maintain all fire protection measures within the Association Property and Association Maintenance Areas in accordance with the guidelines and regulations as may be adopted by the County or other Governmental Entities.

**7.2.8 Additional Items.** The Association shall also be responsible for maintaining any Improvements designated for Association maintenance in a Supplementary Declaration and/or that a majority of the Board or a majority of the Voting Power designates for maintenance by the Association.

**7.2.9 Compliance with Maintenance Obligations.** The Association shall comply with the Maintenance Obligations for the Association Property, Association Maintenance Areas, and any other areas to be maintained by the Association in accordance with the requirements of the Association Maintenance Manual and this Declaration. The Association's Maintenance Obligations in any Phase shall commence on the date Regular Assessments commence on Lots in such Phase. Notwithstanding the foregoing, contractors or subcontractors of Declarant or Guest Builders may be contractually obligated to maintain the landscaping or other Improvements on the Association Property and Association Maintenance Areas pursuant to warranties or other existing contractual obligations to Declarant or Guest Builders. The Association shall not interfere with the performance of such warranty or other contractual maintenance obligations. Maintenance performed by such contractors or subcontractors of Declarant or Guest Builders shall not serve to postpone the commencement of Regular Assessments pursuant to this Declaration, nor entitle an Owner to claim any offset or reduction in the amount of such Regular Assessments.

### **7.3 Maintenance Obligations of Owners.**

**7.3.1 Lots.** Subject to any provisions of the Governing Documents, each Owner shall maintain, repair and otherwise care for the Owner's Residence (including all portions of the Residence, the roof, windows, driveway and entire structure), and all Improvements situated within the Lot in a good condition of maintenance and repair and in conformance with the Maintenance Obligations and all Applicable Laws, including without limitation, the obligations set forth below.

**7.3.2 Landscaping.** Each Owner shall maintain all landscaping within a Lot (excluding Association Maintenance Areas) and the parkway within the Private Street immediately adjacent to a Lot in a disease free and thriving condition, including without limitation the irrigation of the landscaping within such parkway area and the street trees located therein.

**7.3.3 Utility Facilities.** Each Owner shall be responsible for proper operation and maintenance of the Utility Facilities exclusively servicing the Owner's Lot and located within the Lot or Association Property, so long as those systems are used exclusively by such Owner and not in common; provided, however, that the Association shall have the right, but not the obligation, to undertake the maintenance of such Utility Facilities when located within Association Property and to levy a Compliance Assessment against the Owner.

**7.3.4 Photocell Lighting.** Some of the exterior lighting on the Residences provides light to the Private Streets and contains a photocell which will automatically control their operation. Such exterior lighting shall not be manually turned off and the photocell shall not be altered in any way by the Owners. Each Owner, at that Owner's cost, shall: (i) maintain electrical service to the lighting fixture on the Owner's Residence at all times, and (ii) maintain the lighting fixture, including periodic replacement of the bulbs and photoelectric cells, so the fixture is in proper operating condition at all times in order to provide illumination to the alley during the nighttime hours. No Owner or occupant shall take any steps that would interfere with the operation of the lighting fixtures.

**7.3.5 Private Laterals.** Each Owner shall be responsible for maintenance of all portions of any private utility lateral servicing such Owner's Lot. All such maintenance shall be performed in accordance with the requirements set forth in this Section 7.3.5. Except in the event of Emergency, in which case no prior notice shall be necessary, an Owner needing to access such Owner's lateral for maintenance, repair or replacement purposes ("**Work**") shall provide written notification to the Association of such Owner's intention to access the lateral or line ten (10) business days prior to commencing such

Work. The notification shall include the name and license number of the contractor that will perform the Work. The Work shall be performed by a California licensed contractor and the Association shall be named as an additional insured on such contractor's policy of liability insurance, which liability insurance shall have a minimum coverage amount of One Million Dollars (\$1,000,000). The Owner performing the Work and his or her contractor shall use commercially reasonable efforts to minimize damage to surface Improvements and shall minimize interference with access to the other Lots utilizing the affected area for access purposes. The Owner shall be responsible for replacing all dirt removed or moved in connection with the Work. The Association shall be responsible for restoring the surface Improvements within the disturbed area to the condition they were in prior to the Work being performed; provided, however that the cost associated with restoring such Improvements shall be paid by the Owner performing the private sewer lateral and/or waterline Work. The Association shall have the right to require the Owner to pay the contractor selected by the Association directly, or the Association may pay the contractor and seek reimbursement from the Owner for the costs paid. The Association shall obtain bids from three (3) licensed contractors. Provided that the total cost of each bid is within five (5%) of the total cost of the other bids, the Association may select a contractor in the Association's sole and absolute discretion. In the event the total cost of the bids varies by more than five percent (5%) the Association shall select the bid falling within the middle of the high and the low bid. Any failure by the Owner to pay the amounts due for the Association's contractor's work may be assessed to the applicable Owner as a Compliance Assessment.

**7.3.6 Mailbox Locks.** Each Owner is responsible for the maintenance of any locks on such Owner's mailbox.

**7.3.7 Walls and Fences.** In addition to the maintenance detailed in **Section 7.2.6** (Community Walls), each Owner shall maintain, in a good condition of maintenance and repair, the fencing and walls situated on an Owner's Lot. Such maintenance shall include, without limitation, the prompt removal of all graffiti from walls or fences. For any fences or wall which separate two (2) Lots, each Owner shall have the obligation to maintain the interior of the fence or wall on their side and the Owners shall share, on an equitable basis, the cost of replacing such fence or wall. The Owner of each affected portion of the Property upon which a party wall or fence is located shall have a reciprocal non-exclusive easement over the Property immediately adjacent to the interior fence for the limited purpose of maintaining and replacing the party wall or fence. An Owner who by his or her negligent or willful act causes a wall or fence within the Community to be damaged shall bear the whole cost of repairing such damage. In addition, each Owner who has a retaining wall on or adjoining their Lot shall keep clear the weep holes or pipes in such retaining wall and shall not remove any compacted soil from the vicinity of the retaining wall or remove or modify the retaining wall. For any wall or fence located on the property line between a Lot and Association Property the Owner shall maintain, repair and replace: (i) the surface of the wall or fence facing the Owner's Lot, (ii) the surface or the wall or fence facing the Association Property, and (iii) the structural integrity of the wall or fence, with the Association only responsible for the prompt removal of all graffiti from the surface or the wall or fence facing the Association Property.

**7.3.8 Fuel Modification Zones and Fire Protection Measures.** Unless such area is designated as an Association Maintenance Area, each Owner shall maintain any Fuel Modification Zones located within such Owner's Lot in accordance with the requirements set forth in the Fuel Modification Plan, Design Guidelines and such other guidelines and regulations as may be adopted by the County or other Governmental Entities. The size and/or width of the Fuel Modification Zones are based on the proposed location of the Residences within the Community, and requires certain minimum distances to be maintained between structures and native grasses, shrubs and/or plants. This will limit or prohibit any future additions, structures or accessory structures on the affected Lots unless the boundaries of the applicable Fuel Modification Zones are amended or changed. Such modifications may only be accomplished by processing a prior written request to make such changes through the County or applicable Governmental Entities. Such modifications would also require the approvals set forth in **Article 8** (Design Review). In many instances the Fuel Modification Zones cannot be changed because of possible impacts to native habitat and/or mitigation areas.

**7.3.9 Other Maintenance Obligations.** Each Owner shall perform any maintenance obligations designated in a Supplementary Declaration as a maintenance responsibility of an Owner whose Lot is subject to such Supplementary Declaration(s).

**7.3.10 Quality of Maintenance.** All maintenance required to be performed by an Owner pursuant to this Declaration shall be performed in such a manner as shall be deemed necessary in the judgment of the Association to preserve the attractive appearance thereof and to protect the value thereof in compliance with all requirements of the Owner Maintenance Manual and the Maintenance Obligations. Any such maintenance of any of the foregoing which is visible from outside of a Lot shall be consistent with the existing design, aesthetics and architecture of the Community.

**7.3.11 Compliance with Maintenance Obligations.** By accepting a deed to a Lot, each Owner acknowledges and agrees that each Owner is required to comply with all of the Maintenance Obligations and schedules set forth in the Owner Maintenance Manual and each Owner is further obligated to provide a copy of all documents describing Maintenance Obligations to any successor purchaser of such Owner's Lot.

**7.3.12 Liability for Damage.** Each Owner shall be liable to the Association for any and all costs and expenses which may be incurred by the Association to repair any damage to the Association Property and/or Association Maintenance Areas which may be sustained by reason of the negligence or willful misconduct of said Owner, the members of his family, his tenants, lessees, or their respective guests or invitees, whether minor or adult. Any such costs and expenses shall be levied by the Board as a Compliance Assessment against such Owner in accordance with the provisions of this Declaration.

**7.3.13 Non-Compliance With Maintenance Obligations.** If an Owner ("Non-Maintaining Owner") fails to perform its Maintenance Obligations as required under this Declaration, the Association, in addition to any other rights under this Declaration, shall have the right to cure such failure and the provisions set forth below shall apply.

(a) **Maintenance Deficiencies.** Upon a finding by the Association of a deficiency by a Non-Maintaining Owner in its Maintenance Obligations, the Association may provide to the Non-Maintaining Owner a written notice ("**Notice of Deficiency**"), which shall briefly specify the conditions which the Association finds to be deficient, and request that such deficiency be cured within a specified reasonable period of time. If the Association determines that such deficiency continues to exist at the end of the period of time specified in the Notice of Deficiency, the Association may, at its option, either: (a) enter on and accomplish the maintenance of such portion of the Property that continues to be deficient; (b) contract with another party to accomplish such maintenance; or (c) seek any other remedy available at law or in equity, including, without limitation, specific performance or an injunction to enforce the Non-Maintaining Owner's Maintenance Obligations provided herein. Any of the foregoing remedies may be employed at the option of the Association, and the failure to employ any of such remedies upon any occurrence giving rise to such remedies shall not be a waiver of the right to employ such remedies in connection with any other occurrence.

(b) **Emergency Maintenance.** If the Association determines that such deficiency constitutes an Emergency which requires action prior to the expiration of any cure period, the Association may take the actions provided for in this Section without a Notice of Deficiency being given in advance of taking such action, provided that as soon as reasonably practicable after taking the Emergency action the Association gives a Notice of Deficiency (without providing a cure period) to the Non-Maintaining Owner.

(c) **Reimbursement of Association.** If the Association elects to perform a Non-Maintaining Owner's Maintenance Obligations, whether by use of its own employees and equipment or by contract with a third party, the entire cost of accomplishing such maintenance shall be an obligation of the applicable Non-Maintaining Owner and shall be reimbursed by the Non-Maintaining Owner to the Association with interest at the Interest Rate within fifteen (15) days after receipt of a statement therefor. If such amounts are not reimbursed when due, the Association may levy a Compliance Assessment.

**7.4 Duty to Protect Against Mechanics' Liens.** In performing their Maintenance Obligations, and in connection with any other Improvements, the Association and any Owner (for the purposes of this Section, the "**Contracting Party**," as applicable) shall each promptly pay all costs, expenses, liabilities and liens arising out of or in any way connected with contracts for any service, labor or materials provided or



supplied to the Property or the construction of any Improvements authorized or undertaken by the Contracting Party. A Contracting Party shall not cause or permit any mechanic's lien to be filed against the Community for labor or materials alleged to have been furnished or delivered to the Community by the Contracting Party. If any Contracting Party causes or permits a lien to be filed, such Contracting Party shall: (a) immediately either cause the lien to be discharged within ten (10) days after notice to such responsible party by the Contracting Party, or post a bond which protects the title of the affected Contracting Party to their Property; and (b) indemnify, protect, defend and hold harmless the other Owners and/or the Association, as applicable, from any loss, damage, liability, expense or claims whatsoever by reason of any expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defending against the foregoing claims incurred by the Association and/or another Owner and any costs of enforcing this indemnity prior to the defense thereof by the Contracting Party.

**7.5 Liability to Declarant and Guest Builders.** So long as Declarant or a Guest Builder has any obligation or liability under any permits issued by Governmental Entities, if an Owner or the Association is not in compliance with the provisions of this Article and as a result, Declarant or a Guest Builder may incur any liability, Declarant and each Guest Builder shall have the right but not the obligation to enter upon the applicable portion of the Community to correct such violation. If the Association or an Owner violates the requirements of this Article, the Association or Owner shall indemnify, protect, defend and hold Declarant, each Guest Builder and their respective officers, directors, successors and assigns entirely free and harmless from and against any liabilities, penalties, costs, expenses and actions, including, without limitation, attorneys' fees and costs arising from or attributed to a violation of the provisions of this Article and shall, within fifteen (15) days after request from Declarant or a Guest Builder, reimburse Declarant or the Guest Builder, as applicable, for any costs and expenses it incurred as a result of a violation of this Article by the Association or Owner.

**7.6 Inspection of the Community.** The Association shall regularly inspect all major components of the Association Property and Association Maintenance Areas at least once each year. One of the primary purposes of the inspection shall be to determine how to extend the life of Association Property and Association Maintenance Areas Improvements and to prevent damage to such Improvements resulting from the Association's neglect or the failure to properly and adequately maintain. The Association shall keep appropriate records to document that it has performed all inspections and maintained all Improvements in compliance with the Association Maintenance Manual and this Declaration. For a period of ten (10) years after the date of the last close of escrow of a Lot in the Community, Declarant shall have the right, but not the obligation, to inspect the Association Property and Association Maintenance Areas on a periodic basis, at least once each year, to determine whether any repair to or routine maintenance of the Association Property or Association Maintenance Areas is needed. Such inspection by Declarant shall be in addition to, not in place of, the inspections required of the Association in this Declaration. Nothing herein shall create an obligation of Declarant to inspect the Association Property or Association Maintenance Areas, to repair or maintain any portion thereof or any Improvements there within, or to cure any failure of the Association to perform its Maintenance Obligations

**7.7 Maintenance and Information Required Under the Fuel Modification Plan.** The Association shall enforce all vegetation management requirements and structural protection requirements on all Lots, Association Property and any open space under the Association's control, and shall enforce the vegetation and improvements requirements and restrictions in the Fuel Modification Zones, as set forth in the Fuel Modification Plan. The Association shall conduct regular inspections of the Community as required under the Fuel Modification Plan to ensure that the requirements of the Fuel Modification Plan are met. The Association shall, on an annual basis, provide Owners with information regarding the wildfire mitigation efforts necessary for community fire safety that are contained within the Fuel Modification Plan. In addition, in accordance with the Fuel Modification Plan, the following provisions are included in this Declaration:

**7.7.1** The Association shall be responsible for all required fuel treatment and fire protection measures mentioned in the Fuel Modification Plan and shall have authority for enforcing required fuel treatment measures around all structures and restrictions on placing combustible structures within Fuel Modification Zones.

**7.7.2** Owners shall be responsible for all required fuel treatment and fire protection measures on their respective Lots.

**7.7.3** Each Owner shall annually financially contribute their fair share of Association-required fuel treatment costs, through the payment of applicable Assessments.

**7.7.4** The Riverside County Fire Department will hold the Association accountable for enforcement of all wildland fire protection issues discussed in the Fuel Modification Plan.

**7.7.5** The Association shall have the authority for enforcing a ban on trash dumping or disposal of green waste in the fuel treatment zones or open space areas, as referenced in the Fuel Modification Plan.

**7.7.6** All landscaping plans, including additional structures, must be approved by the Association.

**7.7.7** The Association is responsible to the Riverside County Fire Department for the completion of all required Fuel Treatments, as referenced in the Fuel Modification Plan, in Association Property and Association Maintenance Areas. Required on-going maintenance will be accomplished on an as-needed basis. Should maintenance not be performed in a manner consistent with the Fuel Modification Plan, the Riverside County Fire Department shall have the right to abate any treatment zone they deem a threat to the Community or adjoining properties. In doing so, all cost incurred will be billed to the Owners. At the discretion of the Riverside County Fire Department Fire Marshal, yearly inspection of treatment areas may be required.

**7.7.8** The irrigation system for all Fuel Modification Zones shall be always kept in good condition and proper working order. The irrigation system shall not be turned off except for necessary repairs, maintenance or during extended rainfall.

**7.7.9** Any disputes related to individual Lot landscaping or fuel treatment, with respect to interpretation of the Fuel Modification Plan, shall be decided by the Riverside County Fire Department or its designated representative and whose decision shall be final and binding on the Owner.

**7.8** **Future Construction.** Nothing in this Declaration shall limit the right of Declarant and Guest Builders to complete construction of Improvements to the Association Property and to Lots owned by Declarant or Guest Builders or to alter them or to construct additional Improvements as Declarant deems advisable before completion and sale of the entire Community.

## **ARTICLE 8 DESIGN REVIEW**

**8.1** **Scope of Review.** No Improvements of any kind whatsoever shall be commenced, erected, placed or altered upon or around any Lot until the Owner has submitted complete plans and specifications showing the nature, kind, shape, height and materials of such Improvements, including the color and any other requirements set forth in the Design Guidelines ("**Plans**"), and such Plans have been approved in writing as to harmony of external design and location with regard to surrounding structures and topography by the Board. In addition, the grade, level or drainage characteristics of the Lot or any portion thereof shall not be altered without the prior written consent of the Board. An Owner shall also be obligated to obtain any approvals required by the County or other Governmental Entities.

**8.2** **Design Guidelines.** The Board may, from time to time and in accordance with California Civil Code Section 4355, *et seq.*, adopt, amend and repeal, rules and regulations to be known as "**Design Guidelines.**" The Design Guidelines shall interpret and implement the provisions hereof by setting forth the standards and procedures for Board review and guidelines for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community; provided, however, that the Design Guidelines shall not be in

derogation of the standards required by this Declaration. The Design Guidelines shall be in compliance with all Applicable Laws including, without limitation, California Civil Code Sections 4720 and 4735.

**8.3 Approval of Plans.** Prior to the installation of any Improvements, or taking other action that requires the prior approval of the Board, the Owner (“Applicant”) shall submit a complete set of Plans and any review fee required pursuant to the Design Guidelines and any other materials required by the Association in accordance with the Design Guidelines, including evidence satisfactory to the Board that the proposed Improvements are acceptable under the terms of this Declaration and the Design Guidelines, and comply with all Applicable Laws and, as applicable, building code requirements (such Plans and materials referred to collectively as, “Application”).

**8.3.1 Time Periods for Review.** Within forty-five (45) days after an Owner’s proper submittal to the Board of an Application for approval, the Board shall consider and act upon such request. In the event the Board fails to approve or disapprove the Application within forty-five (45) days after all documents and information requested by the Board have been received by it, the Owner requesting said approval may submit a written notice to the Board advising the same of its failure to act. If the Board fails to approve or disapprove any such Application within fifteen (15) days after the receipt of said notice from such Owner, said Application shall be deemed approved, provided that any Improvements conform to all conditions and restrictions contained in this Article and are aesthetically harmonious with similar structures erected within the Community.

**8.3.2 Compliance With California Civil Code.** In approving Plans submitted to it pursuant to this Article, the Board shall comply with the requirements of California Civil Code Section 4765.

**8.3.3 Reconsideration.** If a Design Review Committee is appointed and the Design Review Committee disapproves any Plans submitted by an Owner pursuant to this Article, the Applicant may submit a written request for reconsideration to the Board. The Board must receive such written request not more than thirty (30) days following the final decision of the Design Review Committee. Within thirty (30) days following receipt of the written request for reconsideration, the Board shall render its written decision in accordance with California Civil Code Section 4765. The decision of the Board shall be binding and final.

**8.3.4 Effectiveness of Final Approval.** The approval granted as provided above shall be effective for a period of twelve (12) months from the date of issuance. In the event construction does not commence within such twelve (12) month period, the approval shall be deemed to have expired and a new approval pursuant to the provisions of this Article must be obtained.

**8.4 Inspection and Correction of Work.** Inspection of work performed by or on behalf of Owner and correction of defects therein shall proceed as set forth below.

**8.4.1 Right of Inspection.** The Board or its duly authorized representative may enter into any Lot, from time to time, as provided below during the construction or installation of any Improvements for the purpose of inspecting the construction or installation thereof. If the Board determines that such construction and/or installation is not being done in substantial compliance with the approved Plans, it shall notify the Owner of such noncompliance. The Board may not enter into a Residence without obtaining the prior permission of the Owner or Occupant; provided, however, that such prior permission shall not be unreasonably withheld and shall be given for entry by the Board or its duly authorized representative during the daylight hours within forty-eight (48) hours of the request for entry.

**8.4.2 Notice of Completion.** Upon completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans are required under this Article, the Owner shall give written notice of completion thereof to the Board.

**8.4.3 Inspection.** Within thirty (30) days after receiving notice of completion, the Board, or its duly authorized representative, shall have the right to enter into a Lot (but not the interior of the Residence situated therein), as provided in Section 8.4.1 (Right of Inspection), to inspect the

Improvements to determine whether they were constructed or installed in substantial compliance with the approved Plans. If the Board finds that such construction or installation was not done in substantial compliance with the approved Plans, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

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

**8.4.5 Failure to Notify.** If for any reason the Board fails to notify the Owner of any non-compliance within sixty (60) days after receipt of the notice of completion from the Owner, the Improvements shall be deemed to be in accordance with said approved Plans.

**8.4.6 Government Regulations.** If in the event there is any conflict between the requirements or actions of the Board and the Applicable Laws relating to the Property, to the extent that such Applicable Laws are more restrictive, the Applicable Laws shall control, and the Board shall modify its requirements or actions to conform to the Applicable Laws; provided, however, that if the Applicable Laws are less restrictive, the provisions of this Declaration shall nonetheless apply. The application to and the review and approval by the Board of any Plans or other submittals by an Owner shall in no way be deemed to be satisfaction or compliance with any building permit process or other Applicable Laws or public utility requirements (hereinafter collectively referred to as "**Additional Requirements**"), the responsibility for which shall lie solely with the Owner; provided, however, if the Additional Requirements are less restrictive than the provisions of this Declaration or the other Governing Documents, this Declaration and the other Governing Documents shall nonetheless apply.

**8.5 Diligence in Construction.** Upon approval by the Board or Design Review Committee of any Plans, the Owner shall, if Owner elects to undertake the construction of the Improvements, commence construction of the Improvements within twelve (12) months from such approval by the Board or Design Review Committee, and once such Improvements are undertaken, diligently pursue the same to completion.

**8.6 Fee for Review and Inspection.** The Board shall have the right to establish a fee for the review and approval of Plans and inspection of Improvements that must be submitted to the Board pursuant to the provisions of this Article. The Board shall have the right to retain an outside consultant, the opinion of which the Board deems necessary in connection with its review of any plans submitted by any Owner, and such Owner shall be liable for payment of such consultant's fee.

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

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

**8.9 Estoppel Certificate.** Within thirty (30) days after written demand is delivered to the Board by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the

Association), the Board shall deliver an estoppel certificate, executed by any member of the Board (with respect to any Lot of said Owner), stating that as of the date thereof, either: (a) all Improvements made and other work completed by said Owner comply with this Declaration; or (b) such Improvements or work do not so comply, in which event the estoppel certificate shall also identify the non-complying Improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser from the Owner, or from anyone deriving any interest in said Lot through the Owner, shall be entitled to rely on said estoppel certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant, Guest Builders and all Owners and such Persons deriving any interest through them.

**8.10 Liability.** Neither the Board, any Design Review Committee, nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any Plans, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved Plans; (c) damage to the Community or any property within the Community; or (d) the execution and filing of an estoppel certificate pursuant to **Section 8.9** (Estoppel Certificate), whether or not the facts therein are correct; provided, however, that the Board member has acted in good faith on the basis of such information as may be possessed by him or her. Without in any way limiting the generality of the foregoing, the Board, or any member thereof, may, but is not required to, consult with or hear the views of any Owner with respect to any Plans or any other proposal submitted to the Board.

**8.11 Variances.** The Board may authorize variances from compliance with any of the architectural provisions of this Declaration or the Design Guidelines, including, without limitation, restrictions upon height, size, floor area or placement of Improvements or other similar restrictions, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require. Such variances may be evidenced in writing and must be signed by at least two (2) officers of the Board and shall become effective upon execution. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or the Design Guidelines 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 Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all Applicable Laws affecting its use of the Lot, including, without limitation, zoning ordinances and lot setback lines or requirements imposed by the County or any other Governmental Entities.

**8.12 Appointment of Design Review Committee.** The Board shall have the right to delegate its review and approval rights under this Article to a Design Review Committee or an outside consultant. If the Board so elects to appoint members to serve as a Design Review Committee, the Design Review Committee shall consist of a minimum of three (3) members and a maximum of five (5) members. One (1) alternate member may be designated by the Board to act as a substitute on the Design Review Committee. In the event the Board appoints a Design Review Committee, the rights and obligations set forth in **Section 8.3** (Approval of Plans) (other than **Section 8.3.3** (Reconsideration)), and **Section 8.4** (Inspection and Correction of Work), and/or such other rights and obligations under this Article as the Board may delegate in writing to the Design Review Committee, shall apply to the Design Review Committee and all references to the Board in such Sections shall be deemed to refer to the Design Review Committee. The initial members of the Design Review Committee shall be representatives of Declarant (or its agents) until one (1) year after the original issuance of the Public Report for the Property ("**First Anniversary**"). After the First Anniversary, the Board may appoint and remove one (1) member of the Design Review Committee, and Declarant may, but is not obligated to, appoint and remove a majority of the members of the Design Review Committee and fill any vacancy of such majority, until the earlier of: (a) the date of the close of escrow for the sale of the Lot representing the ninetieth (90th) percentile close of escrow of all the Lots in the Community and the Annexable Property, or (b) the fifth (5<sup>th</sup>) anniversary of the original issuance of the Public Report for the Property, after which the Board may appoint and remove all members of the Design Review Committee. Design Review Committee members appointed by the Board must be Owners, but Design Review Committee members appointed by Declarant need not be Owners. Directors may serve as Design Review Committee members. The Board may, upon notice, remove any member of the Design Review Committee, other than a member appointed to the Design Review Committee by Declarant.

Exercise of the right of appointment and removal as set forth herein shall be evidenced by the specification in the minutes of the Association of each new Design Review Committee member or alternate member appointed and each member or alternate replaced or removed from the Design Review Committee.

**8.13 Compensation.** The members of any Design Review Committee appointed by the Board shall receive no compensation for services rendered other than reimbursement by the Association for expenses incurred by them in the performance of their duties hereunder, unless the Association retains a professional architect, engineer or designer as a member of the Design Review Committee for the purpose of providing professional services, in which event reasonable compensation for such member shall be approved by the Board.

**8.14 Declarant and Guest Builder Exemption.** The provisions of this Article shall not apply to any Improvements installed by Declarant or a Guest Builder (if such Improvements of the Guest Builder were approved by Declarant) or repaired by Declarant or a Guest Builder pursuant to the Limited Warranty or Civil Code Section 895, *et seq.*, and neither the Board nor the Design Review Committee shall have any rights of review or approval with respect thereto.

## ARTICLE 9 DEVELOPMENT RIGHTS

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

**9.1.1 Access.** Declarant, each Guest Builder, and their respective agents, contractors and subcontractors shall have the right to obtain reasonable access over and across the Association Property or do within any Lot owned by it whatever is reasonably necessary or advisable in connection with the completion of the Community and the development, marketing and maintenance thereof, and Declarant, each Guest Builder and their respective contractors and subcontractors shall have such rights of access over and across the Association Property for purposes of satisfying any obligation of Declarant or Guest Builder that Declarant or Guest Builder has secured by a bond in favor of Governmental Entities. Declarant shall have the right to keep any gate to the Community open during the construction, sale, and marketing of the Community.

**9.1.2 Construct Improvements.** Declarant, the Guest Builders with the consent of Declarant, and their respective contractors and subcontractors shall have the right to erect, construct and maintain on the Association Property or within any Lot owned by Declarant such structures or Improvements, including, without limitation, sales offices and signs, as may be reasonably necessary for the conduct of its business to complete the work, establish the Community as a residential community and dispose of the Community or other communities owned by Declarant by sale, lease or otherwise, as determined by Declarant and Guest Builders, with the consent of Declarant, in their sole discretion and to perform or complete any work to improvements required for Declarant and Guest Builders to obtain a release of any bonds posted by Declarant and Guest Builders with Governmental Entities.

**9.1.3 Grant Easements.** Declarant shall have the right to establish and/or grant such easements and rights of way on, over, under or across all or any part of the Association Property to or for the benefit of Governmental Entities or public organization, or any public utility entity or cable television provider, for the purpose of constructing, erecting, operating and maintaining Improvements thereon, therein or thereunder at that time or at any time in the future. The Governmental Entities furthermore are granted an easement across the Association Property for ingress and egress for use by emergency vehicles of the Governmental Entities.

**9.2 Size and Appearance of Community.** Declarant shall not be prevented from increasing or decreasing the number of Lots that may be annexed to the Community or from changing the exterior

appearance of Association Property structures, the landscaping or any other matter directly or indirectly connected with the Community in any manner deemed desirable by Declarant, provided Declarant obtains governmental consents required by Applicable Laws. The nature, design, quality and quantity of all Improvements to the Association Property and Association Maintenance Areas shall be determined by Declarant, in its sole discretion. Guest Builders shall have the rights set forth in this Section subject to obtaining the prior written approval of Declarant of such changes.

**9.3 Marketing Rights.** Declarant, and, with the prior consent of Declarant, Guest Builders, shall have the right to: (a) maintain structures (including model homes), signs, billboards, sales offices, storage areas and related facilities on any portion of the Property as are necessary or reasonable, in the opinion of Declarant, or with the prior approval of Declarant, Guest Builder, for the sale, leasing or disposition of any Lot; (b) use such portions of the Lots as may be necessary or advisable to complete the sale or leasing of the Lots; (c) maintain construction, leasing and/or sales offices within the Property; (d) place signs, flags, banners, balloons and other promotional advertising materials on the buildings, Residences and other portions of the Property during the marketing and leasing of Lots or any grand opening; (e) provide ongoing maintenance, operation, service, construction, punch out, and repairs to any portion of the Residences and other Improvements within any portion of the Property; (f) change the appearance of portions or all of the Property, or change the development plan if Declarant or the applicable Guest Builder (with the prior consent of Declarant), complies with Applicable Laws; (g) enter within or upon the Property in exercising the inspection and cure rights granted to Declarant or a Guest Builder under any other warranty rights or obligations; (h) make reasonable use of the Association Property and facilities for the sale of any Lots; and (i) conduct their business of disposing of the Lot by sale, lease or otherwise.

Any easement rights reserved by Declarant or Guest Builders for marketing, sales or leasing shall continue until Declarant and the Guest Builders have conveyed all of the Lots within the Property and Annexable Property to Owners under a Public Report, and any easement rights reserved by Declarant in favor of Declarant or a Guest Builder for any construction, inspection or cure purposes shall be for a term and duration co-extensive with Declarant's, or Guest Builder's interest in any portion of the Property or Annexable Property.

**9.4 Title Rights.** This Declaration shall not be construed to constitute a limitation on Declarant's title rights to the Annexable Property prior to its Annexation, nor shall it impose any obligation on Declarant or any other Person to improve, develop or annex any portion of the Annexable Property. The rights of Declarant under this Declaration may be assigned to any successor(s) by an express assignment in a recorded instrument, including without limitation, a deed, option or lease. This Declaration shall not be construed to limit the right of Declarant at any time prior to such an assignment to establish additional licenses, reservations and rights-of-way to itself, to utility companies, to Governmental Entities, or to others as may be reasonably necessary to the proper development and disposal of property owned by Declarant.

**9.5 Control of Access into the Community.** Until development of the Community is complete and Declarant and any Guest Builder has concluded sales, leasing or other marketing programs, Declarant shall have the exclusive right to control all aspects of the operation of any and all Community entry facilities, if any, (including, without limitation, locking the Community entry facilities in an open position for sales purposes, and opening any or all of the Community entry facilities to provide access for construction traffic in accordance with Applicable Laws). Consequently, access into the Community may be open to the public for an extended period of time. At such time as Declarant relinquishes its right to control the operation of all of the Community entry facilities, such facilities will be owned, operated and controlled by the Association. The presence of entry facilities in the Community is not a warranty or representation by Declarant or any Guest Builder that any security is being provided to any Owner or to any Owner's Residence, person or property.

**9.6 Declarant and Guest Builder Exemptions.** None of the covenants, restrictions and limitations set forth in **Article 2** (Use Restrictions), **Article 8** (Design Review) or elsewhere in this Declaration shall be applied to the development, construction, marketing or sales or leasing activities of Declarant or any Guest Builder or construed in such a manner as to prevent or limit development, construction, marketing, leasing or sales activities by Declarant or any Guest Builder. This Section shall not be amended or removed without Declarant's prior written consent so long as Declarant or any Guest

Builder owns any portion of the Property or Annexable Property. Declarant, Guest Builders and any Person to whom Declarant has assigned all or a portion of its rights as Declarant under this Declaration is exempt from the restrictions established under **Article 2** (Use Restrictions) and **Article 8** (Design Review).

**9.7 Declarant's Veto Right.** Declarant has the right to veto the Association actions listed in this Section. This veto right shall terminate on the date on which neither Declarant nor any Guest Builder owns any Property or Annexable Property. The following actions are subject to Declarant's veto: (a) any change in the general, overall architectural and landscaping design of the Community; (b) all decisions of the Design Review Committee, any decisions made on appeal to the Board, and any decision to terminate the Design Review Committee; (c) the decision to terminate the Board; (d) modifications to level or frequency of maintenance of Association Property, Association Maintenance Area or to the Maintenance Obligations; and (e) any significant reduction of Association Property services, the amount of Assessments or entering into contracts for maintenance or other goods and services benefiting the Association or the Association Property at contract rates which are fifteen percent (15%) or more below the reasonable cost for such maintenance, goods or services as determined pursuant to the Maintenance Obligations.

**9.8 Participation in the Association.**

**9.8.1 Observation of Open Meetings.** Until neither Declarant nor a Guest Builder owns any Lot or Annexable Property, the Association shall provide Declarant with written notice of all meetings of the Board and Declarant shall be entitled, without obligation, to have a representative present at all such Board meetings, excluding any meetings while the Board is in executive session. In furtherance of Declarant's rights and the performance of the obligations of Declarant, the Association and Owners under the Right to Repair Act, Declarant shall have the right to observe and speak at open meetings of the Board in accordance with this Section. Commencing on the date on which Declarant no longer has a representative on the Board, and continuing until the date of expiration of all applicable statutes of limitations or repose for the filing of a complaint or suit or other legal remedies against Declarant by the Association under the Right to Repair Act (including any tolling periods): (a) the Association shall provide Declarant with written notice of all meetings of the Board that is open for any Owner to attend (each, an "**Open Meeting**"); (b) Declarant shall be entitled to have its representatives attend all Open Meetings and speak (during the Owner comment period) on matters governed by the Right to Repair Act, including maintenance and repair of Association Property, Association Maintenance Areas, Lots and Improvements thereon; and (c) Declarant representatives shall be entitled to receive copies of the minutes, proposed minutes and summary minutes of all Open Meetings and meetings of members, upon request for, and reimbursement of, the actual costs to copy and mail such minutes. This Section creates no right in representatives of Declarant to attend executive sessions of the Board or to participate in deliberations by the Board. Declarant representatives shall attend any Open Meeting they are permitted to attend under this Section in an observer capacity only, and they shall not have any right to vote on matters coming before the Board.

**9.8.2 Limit on Actions.** Until Declarant no longer owns any portion of the Property or the Annexable Property, the following actions, before being undertaken by the Association, must first be approved in writing by Declarant: (a) any amendment to the Governing Documents or action requiring the approval of First Mortgagees; (b) the levy of a Capital Improvement Assessment for the construction of new facilities not constructed on the Association Property by Declarant; or (c) subject to those provisions of **Section 6.6** (Changes to Assessments) regarding limitations on yearly Assessment increases, any significant reduction of Association Property maintenance or other services, or entering into contracts for maintenance or other goods and services benefiting the Association or the Association Property at contract rates which are fifteen percent (15%) or more below the reasonable cost for such maintenance, goods or services as determined pursuant to the maintenance provisions contained in this Declaration.

**ARTICLE 10  
INSURANCE**

**10.1 Association's Insurance Obligations.**



**10.1.1 Liability Insurance.** The Association shall obtain and maintain liability insurance providing coverage at least as broad as a current Insurance Services Office, Inc. ("ISO") commercial general liability insurance form or its equivalent (including coverage for medical payments and coverage for owned and non-owned automobiles, if applicable), insuring the Association, Declarant (as long as Declarant or a Guest Builder is the Owner of any portion of the Property or Annexable Property) and the Owners against liability arising from the ownership, operation, maintenance and use of the Association Property and Association Maintenance Areas by the Association and the performance by the Association of its duties under this Declaration. Coverage for such matters shall be primary to any coverage provided by any other liability insurance policy maintained by such insureds. The limits of such insurance shall at all times meet or exceed the minimum requirements of California Civil Code Section 5805. Such insurance shall include a broad form named insured endorsement, if reasonably available as determined by the Board, and may include coverage against any other liability customarily covered with respect to properties similar in construction, location and use, all as may be determined by the Board. Such policy shall include, if reasonably available as determined by the Board, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured.

**10.1.2 Property Insurance.** The Association shall obtain and maintain property insurance for the risks covered by, and providing coverage at least as broad as, a current ISO "special form" policy or its equivalent, insuring: (i) all Improvements upon, within or comprising the Association Property and Association Maintenance Areas, including fixtures and building service equipment; and (ii) all personal property owned or maintained by the Association. Such insurance shall be maintained in the amount of the maximum insurable replacement value of the property as determined annually by the Board. Such coverage may exclude land, foundations, excavations and other items typically excluded from property insurance coverage on properties similar in construction, location and use.

(a) **Course of Construction.** Whenever any Improvements or alterations required to be insured by the Association are in the course of construction, the insurance required under this Section shall be carried by the Association in builder's risk form written on a completed value basis, insuring against loss to the extent of at least the full replacement value of the insured property (excluding foundations and footings, except for earthquake coverage) of that which is being covered.

(b) **Payment of Insurance Proceeds.** Subject to the rights of Mortgagees, the proceeds from such property insurance shall be payable to the Association or an insurance trustee ("Trustee") to be held and expended for the benefit of the Association. The Trustee shall be a commercial bank or other financial institution with trust powers in the county in which the Community is located that agrees in writing to accept such trust. If restoration is authorized, the Association will have the duty to contract for such work as provided for in this Declaration.

(c) **Primary.** With respect to all real and personal property to be insured by the Association under this Declaration, the property insurance maintained by the Association shall be primary and noncontributing with any other property insurance maintained by an Owner covering the same loss.

(d) **Endorsements.** The property insurance policy shall contain, to the extent available on commercially reasonable terms as may be determined by the Board, the following endorsements or their equivalents: agreed amount, boiler and machinery (to the extent applicable), inflation guard, ordinance or law, replacement cost, and such other endorsements as may customarily be obtained with respect to properties similar in construction, location and use, as may be determined by the Board.

(e) **Adjustment of Losses.** The Association shall timely file, pursue and complete the adjustment of all claims arising under the property insurance policies carried by the Association. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any property damage under any policy carried by the Association. The Board is granted full right and authority to: (i) compromise and settle any property damage claim under any policy of property insurance carried by the Association, or enforce any such claim by legal action or otherwise; and (ii) execute releases in favor of any insurer with respect to any such claim.

(f) **Waiver of Claims and Subrogation.** The Association waives all claims against the Owners for any damage to the real and personal property that the Association is obligated under this Declaration to insure (including without limitation, any loss of use of such property), except that the Association may claim against an Owner for property damage caused by that Owner to the extent that the damage is within the amount of the deductible or self-insured retention, or such damage is caused by the negligence or willful misconduct of that Owner. Any property insurance policy obtained by the Association must contain a waiver of subrogation rights by the insurer consistent with this Section; provided, however, that a failure or inability of the Association to obtain such a waiver from an insurer shall not defeat or impair the waivers between the Association and the Owners as set forth herein. If an Owner is liable for damage under this Section, the Association may, after Notice and Hearing, levy a Compliance Assessment equal to the cost of repairing the damage or any insurance deductible paid under the Association's insurance policy, as applicable, and the increase, if any, in insurance premiums directly attributable to such damage. The waivers of claims and subrogation set forth in this subsection apply only in favor of the Owners and do not limit or waive, release or discharge any claims that the Association (or its insurers) may have against any third party, including without limitation any contractor, service provider, agent, or Invitee, provided that such waivers shall also apply in favor of a Lessee if and to the extent that the Owner has similarly agreed in such lease agreement to a waiver of claims and subrogation against such Lessee.

**10.1.3 Fidelity Bond.** The Association shall maintain a commercial crime policy or a fidelity bond in an amount equal to the greater of: (a) the estimated maximum amount of funds, including reserves, expected to be regularly held by or on behalf of the Association or a managing agent at any given time during the term of the fidelity bond; and (b) three (3) months' aggregate of the Regular Assessments on all Lots plus any reserve funds. If the Association maintains a bond, the bond shall name the Association as obligee and if the Association maintains insurance, the policy shall name the Association as the insured and shall insure against loss by reason of the acts of the employees of the Association, and any managing agent and its employees, whether or not such persons are compensated for their services.

**10.1.4 Worker's Compensation Insurance.** The Association shall maintain worker's compensation insurance to the extent necessary to comply with all Applicable Laws.

**10.1.5 Directors and Officers Insurance.** The Association shall maintain a policy insuring the Association's officers and directors against liability for their acts or omissions while acting in their capacity as officers and directors of the Association. The limits of such insurance shall at all times meet or exceed the minimum requirements of California Civil Code Section 5800.

**10.1.6 General Policy Requirements.** All insurance policies the Association is required to obtain pursuant to this Article shall be placed and maintained with companies rated at least "A-MI" by A.M. Best Company, Inc. and otherwise reasonably satisfactory to the Association. If an A.M. Best Company, Inc. rating is not available, a comparable rating service may be used. Such insurance policies may have reasonable deductible amounts comparable to those customarily maintained with respect to properties similar in construction, location and use, as may be determined by the Board. The coverage amounts required for such insurance policies may be satisfied by any combination of primary and excess policies that collectively serve to satisfy the requirements of this Article.

**10.1.7 Copies of Policies.** Copies of all insurance policies of the Association shall be retained by the Association and available for inspection by Owners at reasonable times. All such insurance policies shall provide that they shall not be cancelable or substantially modified by the insurer without first giving at least thirty (30) days prior notice in writing to the Association, Owners and First Mortgagees, except that ten (10) days prior written notice shall be required if the cancellation is for non-payment of premiums. In addition to the foregoing, the Association shall provide to the Owners such information regarding the insurance of the Association as may be required by Applicable Laws or under the Bylaws.

**10.1.8 Earthquake Insurance.** ALL PARTIES ACKNOWLEDGE THAT EARTHQUAKE INSURANCE IS NOT INCLUDED IN THE COMMUNITY BUDGET AND IS NOT BEING OBTAINED BY DECLARANT FOR THE BENEFIT OF THE OWNERS OR THE ASSOCIATION. NEITHER

DECLARANT NOR THE ASSOCIATION IS OBLIGATED TO MAINTAIN EARTHQUAKE INSURANCE ON THE COMMUNITY OR ANY PORTION THEREOF. Declarant or any Owner (and/or their respective lenders) may maintain earthquake insurance for their own benefit, but the premiums therefor may not be included by Declarant or the Association in the assessments. Notwithstanding the foregoing, at such time as the Board is no longer controlled by Declarant, the Association may, in its discretion, (but without any obligation to do so) obtain earthquake insurance from time to time, on those portions of the Community that are to be insured by the Association, and if so obtained, the premiums for such insurance may be included in the Assessments. All parties acknowledge that earthquake insurance is typically very expensive and if purchased by the Association a material increase in Assessments may be required to cover the additional cost of such insurance.

**10.1.9 Compliance with Federal Regulations.** Notwithstanding any other provisions contained herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the minimum insurance and fidelity bond requirements established by Federal Agencies, so long as any of the above is a Mortgagee or an Owner of a Lot, except to the extent such coverage is not available or has been waived in writing by the Federal Agencies as applicable. If the FNMA or FHLMC requirements conflict, the more stringent requirements shall be met.

**10.2 Owners' Insurance Obligations.** Each Owner is strongly advised to seek the advice of a qualified insurance consultant regarding: (i) the amount of property insurance the Owner should procure for casualty losses to property not covered under the Association's property insurance policy; and (ii) the amount of personal liability insurance coverage the Owner should maintain.

**10.3 Compliance With Insurance Requirements in Documents of Record.** The Association shall obtain insurance as required by any document of record affecting the Association Property or Association Maintenance Areas. Each Owner shall obtain insurance as required by any document of record affecting such Owner's Lot.

**10.4 Review of Insurance.** The Board shall review the adequacy of all insurance required by this Declaration to be maintained by the Association at least once every year. The review shall include a reasonable determination of the replacement cost of all Association insured property without respect to depreciation.

**10.5 Association's Authority to Revise Insurance Requirements.** Subject to any statutory insurance requirements, the Association shall have the power and right to adjust and modify the insurance requirements set forth herein to require coverage and protection that is customarily carried by and reasonably available to prudent owners and associations of projects similar in construction, location and use. If the Association elects to materially reduce the coverage required to be maintained by the Association from the coverage required in this Article, the Board shall make all reasonable efforts to notify the Owners and Mortgagees of the reduction in coverage and the reasons therefore at least thirty (30) days prior to the effective date of the reduction. The Association, and its directors and officers, shall have no liability to any Owner or Mortgagee, if after a good faith effort, the Association is unable to obtain one or more of the insurance coverages required hereunder to the extent the insurance is no longer available, or, if available, the insurance can be obtained only at a cost that the Board, in its sole discretion, determines is unreasonable under the circumstances, or if the Owners fail to approve any assessment increase needed to fund the insurance premiums.

## **ARTICLE 11 DESTRUCTION OF IMPROVEMENTS AND CONDEMNATION**

**11.1 Restoration Defined.** As used in this Article, the term "restore" or "restoration" shall mean repairing, rebuilding or reconstructing damaged Improvements to substantially the same condition and appearance in which it existed prior to fire or other casualty damage. The Association shall have the obligation to restore the Association Property in accordance with the provisions of this Article.

**11.2 Restoration Proceeds for Association Property.** The costs of restoration of the damaged Improvement shall be paid first from any insurance proceeds paid to the Association under

existing insurance policies. If the insurance proceeds exceed the costs of restoration, the excess proceeds shall be paid into reserves and held for the benefit of the Association. If the insurance proceeds are insufficient to restore the damaged Improvements, the Board shall then add to the insurance proceeds all reserve account funds designated for the repair or replacement of the damaged Improvement. If the total funds then available are sufficient to restore the damaged Improvement, the Improvement shall be restored. If the aggregate amount of insurance proceeds and such reserve account funds are insufficient to restore the damaged Improvement, and if such claims are not waived, the Association shall determine whether to levy a Compliance Assessment against any Owner or Owners who caused such damage in accordance with **Section 10.1.2(f)** (Waiver of Claims and Subrogation). If the aggregate amount of insurance proceeds and such reserve account funds are insufficient to pay the total costs of restoration, the Improvement shall be restored and the Board shall impose a Special Assessment for the cost of repairing and reconstructing Improvements to the extent insurance proceeds are unavailable. Such Special Assessment shall be levied as described in **Article 6** (Assessments) (but without the consent or approval of Members, despite any contrary provisions in this Declaration).

**11.3 Rebuilding Contract.** The Board or its authorized representative shall obtain bids from at least two (2) licensed and reputable contractors and shall accept the restoration work from whomever the Board determines to be in the best interests of the Members. The Board shall have the authority to enter into a written contract with the contractor for such restoration, and the insurance proceeds shall be disbursed to the contractor according to the terms of the contract. The Board shall take all steps necessary to assure the commencement and completion of authorized restoration at the earliest possible date. Such restoration shall be commenced no later than one hundred eighty (180) days after the event requiring restoration and shall thereafter be diligently prosecuted to completion. Such restoration shall return the damaged Improvements to substantially the same condition and appearance in which it existed prior to the damage or destruction.

**11.4 Private Streets.** The Association shall restore the Private Streets. In the event the proceeds of insurance are not sufficient to cause such restoration, the Board shall levy a Special Assessment to the Owners to provide the necessary funds for such restoration.

**11.5 Insurance Trustee.** All property insurance proceeds payable to the Association under the policy described in **Article 10** (Insurance), subject to the rights of Mortgagees under **Article 12** (Rights of Mortgagees), may be paid to a trustee as designated by the Board to be held and expended for the benefit of the Owners and Mortgagees, as their respective interests shall appear. The trustee shall be a commercial bank or other financial institution with trust powers in the county in which the Community is located that agrees in writing to accept such trust. If repair or reconstruction is authorized, the Association will have the duty to contract for such work as provided for in this Declaration.

**11.6 Condemnation of Association Property.** If at any time all or any portion of any 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 entire award in condemnation shall be paid to the Association and shall be used for restoring the balance of the Association Property. To the extent the Association is not permitted by Governmental Entities to rebuild, then such award shall be apportioned among the Owners by court judgment or by agreement between the condemning authority and each of the affected Owners, the Association and their respective Mortgagees to such area as their interests may appear according to the fair market values of each Lot at the time of destruction, as determined by independent appraisal. The appraisal shall be made by a qualified real estate appraiser with an MAI certificate or the equivalent, which appraiser shall be selected by the Board. Any such award to the Association shall be deposited into the maintenance and operation account of the Association. The Association shall represent the interests of all Owners in any proceeding relating to such condemnation.

**11.7 Minor Repair and Reconstruction.** The Board shall have the duty to repair and reconstruct Improvements, without the consent of Members and irrespective of the amount of available insurance proceeds, in all cases of partial destruction when the estimated cost of repair and reconstruction does not exceed Ten Thousand Dollars (\$10,000). The Board is expressly empowered to levy a Special Assessment for the cost of repairing and reconstructing improvements to the extent insurance proceeds

are unavailable and determine whether to levy a Compliance Assessment against any Owner who caused the damage pursuant to **Section 10.1.2(f)** (Waiver of Claims and Subrogation), such Assessment to be levied as described above (but without the consent or approval of Members, despite any contrary provisions in this Declaration).

**11.8 Damage to a Lot.** Restoration of any damage or destruction to the Lot shall be made by and at the individual expense of the Owner of the Lot so damaged or destroyed. In the event of damage or destruction of a Lot that also causes damage to the Association Maintenance Area of such Lot, the Owner of such Lot shall have the obligation to restore the damaged or destroyed areas in a manner similar to the state of the Association Maintenance Area prior to the damage or destruction. In the event of a determination by an Owner not to restore the Residence, the Lot shall be landscaped and maintained in an attractive and well-kept condition by the Owner thereof. All such repair and restoration shall be completed as promptly as practical and in a lawful and workmanlike manner, in accordance with plans approved by the Board as provided herein.

**11.9 Condemnation of a Lot.** In the event of any taking of a Lot, the Owner (and such Owner's Mortgagees as their interests may appear) shall be entitled to receive the award for such taking.

## **ARTICLE 12 RIGHTS OF MORTGAGEES**

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

**12.2 Liability for Unpaid Assessments.** Any Institutional Mortgagee who obtains title to a Lot pursuant to the remedies provided in the First Mortgage or by foreclosure of the First Mortgage shall take the property free of any claims for unpaid assessments or charges against the Lot which accrue prior to the acquisition of title to the Lot by the Institutional Mortgagee.

**12.3 Payment of Taxes and Insurance.** All taxes, assessments and charges that may become a lien prior to the lien of any First Mortgagee shall be levied only to the individual Lot and not the Community as a whole. Institutional Mortgagees may, jointly or singly, pay taxes or other charges that are in default and that may or have become a charge against any Association Property or Improvements situated thereon and may pay overdue premiums on property insurance policies or secure new property insurance coverage on the lapse of a policy for such Association Property. Institutional Mortgagees making such payments shall be owed immediate reimbursement for such expenditures from the Association and, on demand, the Association shall execute an agreement in favor of all Institutional Mortgagees reflecting entitlement to reimbursement.

**12.4 Notice to Eligible Holders.** An Eligible Holder is entitled to timely written notice of the following events: (a) any condemnation loss or casualty loss that affects either a material portion of the Community or the Lot on which the Eligible Holder holds a First Mortgage; (b) any delinquency in the payment of Assessments or charges owed by the Owner of a Lot that is subject to a First Mortgage held by the Eligible Holder if the delinquency is not cured within sixty (60) days after its due date; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (d) any proposal to take any action specified in this Article or **Article 11** (Destruction of Improvements and Condemnation), provided that, for purposes of a proposal to terminate the Community and/or dissolve the Association, "timely written notice" shall mean at least thirty (30) days' advance written notice; (e) any default by the Owner-Mortgagor of a Lot subject to a First Mortgage held by the Eligible Holder in the performance of its obligations under this Declaration or the Bylaws which is not cured within sixty (60) days; or (f) any proposed action that requires the consent of a specified percentage of the Eligible Holders.

**12.5 Reserve Fund.** The Association shall maintain as a reserve fund a reserve account fund sufficient to pay for maintenance, repair and periodic replacement of Association Property, Association Maintenance Areas and any other property that the Association is obligated to maintain and any cost sharing obligations. This reserve fund shall be funded by Regular Assessments of Owners that are payable

in installments rather than by Special Assessment; provided, however, that this provision shall not be deemed to limit the power of the Association to levy any other type of Assessment or charge authorized by this Declaration.

**12.6 Inspection of Books and Records.** Upon request, any Owner, Declarant, Guest Builder or Eligible Holder shall be entitled to inspect the books, records and financial statements of the Association, the Governing Documents and any amendments thereto, during normal business hours or under other reasonable circumstances.

**12.7 Financial Statements.** The Association, at its expense, shall prepare an audited financial statement for the immediately preceding Fiscal Year and make the same available within one hundred twenty (120) days after the Association's Fiscal Year-end to any Institutional Mortgagee or Eligible Holder that has submitted a written request for it.

**12.8 Actions Requiring Eligible Holder Approval.** Unless at least sixty-seven percent (67%) of the Eligible Holders (based on one vote for each First Mortgage owned) and at least sixty-seven percent (67%) of the Owners other than Declarant have given their prior written approval, the Association shall not be entitled to: (a) by act or omission, seek to abandon or terminate the Community and/or dissolve the Association; (b) by act or omission abandon, partition, subdivide, encumber, sell or transfer any property or improvements owned, directly or indirectly, by the Association for the benefit of the Lots and the Owners. (provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Community by the Association and Owners shall not be deemed a transfer within the meaning of this Section); (c) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to architectural design or exterior appearance of Lots, the exterior maintenance of Lots, or the upkeep of lawns, plantings or other landscaping in the Community; (d) by act or omission change the method of determining the obligations, assessments, dues or other charges that may be levied against an Owner; (e) fail to maintain fire and extended coverage insurance on insurable portions of the Association Property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement cost; and (f) use insurance proceeds for losses to any property or Improvements owned by the Association other than for the repair, replacement or reconstruction of such property and Improvements.

**12.9 Self-Management.** The vote or approval by written ballot of at least sixty-seven percent (67%) of the total Voting Power and Eligible Holders that represent at least fifty-one percent (51%) of the Lots that are subject to Mortgages held by Eligible Holders shall be required to assume self-management of the Community if professional management of the Community has been required by an Eligible Holder at any time.

**12.10 Mortgagee Protection.** A breach of any of the conditions contained in this Declaration shall not defeat nor render invalid the lien of any First Mortgage made in good faith and for value as to any Lot in the Community; provided, however, that the conditions contained in this Declaration shall be binding upon and effective against any Owner of a Lot if the Lot is acquired by foreclosure, trustee's sale or otherwise.

**12.11 Distribution of Insurance and Condemnation Proceeds.** No Owner, or any other party, shall have priority over any right of Institutional Mortgagees of Lots pursuant to their Mortgages in case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Lots or Association Property. Any provision to the contrary in the Governing Documents is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the affected Institutional Mortgagees naming the Mortgagees, as their interests may appear.

**12.12 Voting Rights on Default.** In case of default by any Owner in any payment due under the terms of any Mortgage encumbering such Owner's Lot, or the promissory note secured by the Mortgage, the Mortgagee or its representative, on giving written notice to such defaulting Owner or Owners, and placing of record a notice of default, is hereby granted a proxy and can exercise the voting rights of such

defaulting Owner attributable to such Lot at any regular or special meeting of the Members held during such time as such default may continue.

**12.13 Foreclosure.** If any Lot is encumbered by a First Mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for Assessments, or installments of Assessments, shall not affect or impair the lien of the First Mortgage. On foreclosure of the Mortgage, the lien for Assessments, including Additional Charges, that have accrued up to the time of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser taking title to the Lot free of the lien for Assessments, including interest, costs (including attorneys' fees), and late charges levied by the Association with respect thereto or installments, that have accrued up to the time of the foreclosure sale. On taking title to the Lot the foreclosure-purchaser shall only be obligated to pay Assessments or other charges levied or assessed by the Association after the foreclosure-purchaser acquired title to the Lot. The subsequently accrued Assessments or other charges may include previously unpaid Assessments provided all Owners, including the foreclosure-purchaser, and its successors and assigns are required to pay their proportionate share as provided in this Section.

**12.14 Non-Curable Breach.** Any Mortgagee who acquires title to a Lot by foreclosure or by deed-in-lieu of foreclosure or assignment-in-lieu of foreclosure shall not be obligated to cure any breach of this Declaration that is non-curable or that is not practical or feasible to cure.

**12.15 Loan to Facilitate.** Any Mortgage given to secure a loan to facilitate the resale of a Lot after acquisition by foreclosure or by a deed-in-lieu of foreclosure or by an assignment-in-lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Article.

**12.16 Appearance at Meetings.** Because of its financial interest in the Community, any Mortgagee may appear (but cannot vote except as may be provided for herein) at meetings of the Members and the Board to draw attention to violations of this Declaration that have not been corrected or made the subject of remedial proceedings or Assessments.

**12.17 Right to Furnish Information.** Any Mortgagee can furnish information to the Board concerning the status of any Mortgage.

**12.18 Inapplicability of Right of First Refusal to Mortgagee.** No right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey the Owner's Lot shall be granted to the Association without the written consent of any Mortgagee of the Lot. Any right of first refusal or option to purchase a Lot that may be granted to the Association (or other person, firm or entity) shall not apply to any conveyance or transfer of title to such Lot, whether voluntary or involuntary, to a Mortgagee that acquires title to or ownership of the Lot pursuant to the remedies provided in its Mortgage or by reason of foreclosure of the Mortgage or deed- or assignment-in-lieu of foreclosure and shall not apply to any sale or lease of a Lot acquired by the Mortgagee or its assignee.

**12.19 Notice to Mortgagees or Guarantors of First Mortgages.** If a Mortgagee or guarantor of a First Mortgage has not given written notice to the Association specifying its name, the name of the Owner and address of the Lot encumbered by the First Mortgage, any written notice or proposal required or permitted by this Declaration to be given to such Mortgagee or guarantor shall be deemed properly given if deposited in the United States mail, postage prepaid, and addressed to the Mortgagee or guarantor at its address appearing of record in the First Mortgage (or assignment thereof, if applicable).

## ARTICLE 13 AMENDMENTS

**13.1 Amendment Before the Conveyance of First Lot.** Before the conveyance of the first Lot to a First Owner, this Declaration and any amendments to it may be amended in any respect or revoked by the execution by Declarant, any Guest Builder and any Mortgagee of record of an instrument amending or revoking the Declaration. The amending or revoking instrument shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the Official Records.

**13.2 Amendments After Conveyance of First Lots.** Except as may otherwise be stated in this Declaration and as set forth below, after the conveyance of the first Lot to a First Owner and during the period of time prior to conversion of the Class B membership in the Association to Class A membership, this Declaration may be amended at any time and from time to time provided that the vote or approval by written ballot of at least a majority of the Voting Power of each class of Members has been obtained. After conversion of the Class B membership in the Association to Class A membership, this Declaration may be amended at any time and from time to time, provided that the vote or approval by written ballot of: (a) at least a majority of the total Voting Power; and (b) at least a majority of the Voting Power, other than Declarant, has been obtained. The vote on a proposed amendment to the Declaration shall be held by secret written ballot in accordance with the procedures set forth in California Civil Code Section 5100 and the rules adopted by the Board pursuant thereto. Such amendment shall become effective upon the recording of a Certificate of Amendment signed and acknowledged by the President or Vice President and the Secretary or Assistant Secretary of the Association certifying that such votes or approval by written ballot have been obtained. For the purposes of recording the Certificate of Amendment, the President or Vice President and Secretary or Assistant Secretary of the Association are hereby granted an irrevocable power of attorney to act for and on behalf of each and every Owner in certifying and executing and recording the Certificate of Amendment in the Official Records. Nothing contained herein shall limit the Members from exercising the rights of the Association under California Civil Code Section 4275.

**13.2.1 Minor Corrections by Declarant.** Notwithstanding any other provisions of this Article, Declarant (for so long as Declarant owns any portion of the Property or Annexable Property) may unilaterally amend this Declaration or any Supplementary Declaration by recording a written instrument signed by Declarant in order to: (a) conform this Declaration or any Supplementary Declaration to the rules, regulations or requirements of Federal Agencies or other Governmental Entities; (b) amend, replace or substitute any exhibit to correct typographical or engineering errors, (c) include any exhibit that was inadvertently omitted at the time of recording, (d) comply with any County, State or Federal laws or regulations; (e) correct typographical errors; (f) supplement this Declaration with provisions which pertain to rights and obligations of Declarant, the Association or Owners arising under of the Right to Repair Act; and (g) change any exhibit or portion of an exhibit to conform to as-built conditions.

**13.2.2 Minor Corrections by the Board.** The Board may amend this Declaration or a Supplementary Declaration by recording a written instrument signed by two (2) officers of the Association certifying that the Board approved the amendment for the purposes described in **Sections 13.2.1 (a), (b), (c), (d), and/or (e)** (Minor Corrections by Declarant). However, until the end of all applicable statutes of limitation or repose for the filing of a complaint or suit or other legal remedies against Declarant or its affiliates under the California Civil Code Division 2, Part 2, Title 7 (commencing with Section 895) (including tolling periods), the Board must obtain the prior written approval of Declarant to any amendment approved by the Board, or any other amendment by the Board or Association that affects the rights of Declarant under the California Civil Code Division 2, Part 2, Title 7 (commencing with Section 895), this Declaration or any Supplementary Declaration, or for any amendment by the Board concerning matters discussed in **Article 9** (Development Rights).

**13.3 Approval of Material Amendments.** In addition to the requirements of **Section 13.2** (Amendments After Conveyance of First Lots), in the case of any Material Amendment, as defined below, the vote of Eligible Holders that represent at least fifty-one percent (51%) of the votes of Lots that are subject to Mortgages held by Eligible Holders and at least sixty-seven percent (67%) of the Voting Power of each class of Members (or, following conversion of Class B membership to Class A membership, at least sixty-seven percent (67%) of the total Voting Power of the Association and at least sixty-seven percent (67%) of the voting power of Members other than Declarant) shall also be required. For purposes of this Section, "Material Amendment" shall mean any amendments to provisions of this Declaration governing any of the following subjects: (a) the fundamental purpose for which the Community was created (such as a change from residential use to a different use); (b) assessments, collection of assessments, assessment liens and subordination thereof; (c) the reserves for repair and replacement of the Association Property and Association Maintenance Areas; (d) Maintenance Obligations; (e) casualty and liability insurance or fidelity bond requirements; (f) reconstruction in the event of damage or destruction; (g) rights to use the Association Property; (h) reallocation or conveyance of any interests in the Association Property; (i) voting; (j) any



provision that, by its terms, is specifically for the benefit of Eligible Holders, or specifically confers rights on Eligible Holders; (k) expansion or contraction of the Community or the addition, annexation or withdrawal of property to or from the Community, other than the addition or deletion of the Annexable Property; (l) the redefinition of Lot boundaries or the conversion of a Lot or Lots into Association Property or vice versa; and (m) imposition of any restriction on any Owner's right to sell or transfer its Lot.

Any Eligible Holder who receives written request to consent to additions or amendments requiring consent under this provision who does not deliver to the requesting party a negative response within sixty (60) days after receipt of a notice delivered by certified or registered mail, return receipt requested, shall be deemed to have consented to such request. If any provision of this Declaration requires a greater or lesser percentage of the voting rights of any class of Members in order to take affirmative or negative action under such provision, the same percentage of such class or classes of Members shall be required to amend or revoke such provision. Any amendment or revocation subsequent to the close of such first sale shall be evidenced by an instrument certified by the Secretary or other duly authorized officer of the Association and shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the Official Records.

### **13.4 Additional Approvals.**

**13.4.1 Governmental Approvals.** If the consent or approval of Governmental Entities or Federal Agencies is required with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained pursuant to the requirements of the Governmental Entities or Federal Agencies. All amendments or revocations of this Declaration shall comply with the provisions of California Business and Professions Code Section 11018.7 to the extent such section is applicable.

**13.4.2 Amendment of Certain Provisions.** If any provision of this Declaration requires a greater or lesser percentage of the voting rights of any class of Members in order to take affirmative or negative action under such provision, the same percentage of such class or classes of Members shall be required to amend or revoke such provision. Notwithstanding anything to the contrary contained in this Declaration, **Section 15.5** (Disputes Involving Declarant) and this Section of this Declaration shall not be amended, nor shall other provisions be adopted that purport to supersede them without the prior written approval of Declarant.

**13.4.3 Declarant's Consent.** So long as Declarant or a Guest Builder owns any portion of the Property or Annexable Property, this Declaration may not be amended to do any of the following without the prior written approval of Declarant: (a) diminish or eliminate any rights specifically granted or reserved to Declarant or a Guest Builder; or (b) modify or eliminate the easements reserved to Declarant or a Guest Builder.

**13.5 Reliance on Amendments.** Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

**13.6 Conflict With Other Provisions of this Declaration.** To the extent any provisions of this Article conflict with the provisions of **Article 12** (Rights of Mortgagees) or any other provision of this Declaration, except those contained in this Section, the provisions of **Article 12** (Rights of Mortgagees) shall control.

**13.7 Notice to Eligible Holders.** Eligible Holders shall be entitled to timely written notice of any amendments to this Declaration, the Bylaws or the Articles.

## **ARTICLE 14 ANNEXATION AND DEANNEXATION OF PROPERTY**

**14.1 Annexation.** Any of the Annexable Property may be annexed to and become subject to this Declaration by any of the methods set forth hereinafter in this Article. Declarant intends to sequentially develop the Annexable Property on a phased basis. However, Declarant may elect not to develop all or

any part of such real property under this Declaration in increments of any size whatsoever, or to develop more than one such increment at any given time and in any given order or develop such real property as a separate community. Although Declarant shall have the ability to annex the Annexable Property, Declarant shall not be obligated to annex all or any portion of the Annexable Property, and the Annexable Property shall not become subject to this Declaration unless and until a Supplementary Declaration covering it has been recorded.

**14.2 Annexation Without Approval.** All or any part of the Annexable Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, assent or vote of the Association or its Members, provided that:

**14.2.1** the proposed Annexation is in substantial conformance with a detailed plan of phased development submitted to the DRE with the application for a Public Report;

**14.2.2** the proposed Annexation will not result in a substantial and material overburdening of the common interests of the then existing Owners;

**14.2.3** the proposed Annexation will not cause a substantial increase in Assessments against existing Owners that was not disclosed in the Public Reports under which pre-existing Owners purchased their interests;

**14.2.4** for each Lot to be annexed for which a rental program has been in effect by Owner for a period of at least one (1) year as of the date of conveyance of the first Lot to a First Owner in the annexed Phase, Owner shall pay to the Association, before or concurrently with the first close of escrow for the sale of a Lot within the annexed Phase, an amount for each month or portion thereof during which the Lot was occupied under such rental program that shall be established by the Board for reserves for replacement or deferred maintenance of Association Property Improvements necessitated by or arising out of the use and occupancy of the Lots under the rental program; and

**14.2.5** each Supplementary Declaration effecting the Annexation contemplated under this Section must be executed by Declarant.

For purposes of this Section, the issuance of a Public Report shall conclusively be deemed to be satisfaction of the criteria set forth above.

**14.3 Supplementary Declarations.** The annexation authorized under the foregoing Sections shall be made by filing of record by Declarant, of a Supplementary Declaration which shall extend the plan of this Declaration to such property. A Supplementary Declaration may also be recorded for the purposes described in **Section 1.71** (Supplementary Declaration(s)).

**14.4 Mergers or Consolidations.** Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, right 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 the covenants, conditions and restrictions established by this Declaration within the Community, together with the covenants and restrictions established upon any other property as one plan.

**14.5 De-Annexation.** Declarant may delete all or any portion of the Property from the coverage of this Declaration and rescind any Supplementary Declaration, provided that: (a) Declarant or any Guest Builder is the sole Owner of all of the real property described in the Supplementary Declaration to be rescinded or obtains the consent of the fee title Owner(s) of the real property to be de-annexed; and (b) assessments have not commenced with respect to any portion of the real property to be de-annexed. Such deletion shall be effective upon the recordation of a written instrument signed by Declarant, in the same manner as the Supplementary Declaration to be rescinded was recorded.

## ARTICLE 15 TERM AND ENFORCEMENT

**15.1 Term.** The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, Declarant, any Guest Builder or any Member, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by at least sixty-seven percent (67%) of the Members has been recorded at least one (1) year prior to the end of any such period in the manner required for a conveyance of real property, in which it is agreed that this Declaration shall terminate at the end of the then applicable term.

**15.2 Enforcement of Governing Documents.** Subject to Section 15.5 (Disputes Involving Declarant), Declarant, the Association or any Owner shall have a right of action against any Owner, and Declarant or any Owner shall have a right of action against the Association, to enforce by proceedings at law or in equity, all covenants, conditions, and restrictions, now or hereafter imposed by the provisions of the Governing Documents or any amendment thereto, including the right to prevent the violation of such covenants, conditions and restrictions and the right to recover damages or other dues for such violation, except that Owners shall not have any right of enforcement concerning Assessment liens. The Association shall have the exclusive right to the enforcement of provisions relating to architectural control and the Rules, unless the Association refuses or is unable to effectuate such enforcement, in which case any Owner who otherwise has standing shall have the right to undertake such enforcement. Failure of the Association, Declarant or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**15.2.1 Disputes Involving Members.** Prior to filing an Enforcement Action (as such term is defined in California Civil Code 5925) by a Member solely for declaratory relief or injunctive relief, or for declaratory relief or injunctive relief in conjunction with a claim for monetary damages, related to the enforcement of the Governing Documents, the Members shall be required to comply with California Civil Code Sections 5925 through 5965, if applicable. Failure of a Member to comply with the alternative dispute resolution requirements of California Civil Code Section 5930 may result in the loss of the Member's right to sue the Association or another Member regarding enforcement of the Governing Documents or Applicable Laws.

**15.2.2 Disputes Involving the Association and Members.** Prior to filing a civil action by either the Association or by a Member solely for declaratory relief or injunctive relief, or for declaratory relief or injunctive relief in conjunction with a claim for monetary damages (other than for nonpayment of Assessments) related to the any of the following matters: (a) enforcement of the Governing Documents; (b) damage to the Association Property; or (c) damage to a Lot that arises out of, or is integrally related to, damage to the Association Property or Association Maintenance Area, the Association shall be required to perform any act reasonably necessary to resolve any civil claim or action through alternative dispute resolution proceedings such as mediation, binding arbitration, or non-binding arbitration proceedings. Any dispute resolution procedure imposed by the Association shall satisfy the requirements of California Civil Code Sections 5900, 5905, 5910 and 5910.1. In the event the Association does not comply with the minimum requirements of a fair, reasonable and expeditious dispute resolution procedure, the Association or any Member may invoke the procedures provided for in California Civil Code Section 5915. The Board may impose any of the remedies provided for in the Bylaws.

**15.2.3 Notice Requirements.** Members shall annually be provided a summary of the provisions of California Civil Code Section 5900, *et seq.* which specifically references the provisions of California Civil Code Section 5965. The summary shall be provided either at the time the Budget required by California Civil Code Section 5300 is distributed or in the manner specified in California Corporations Code Section 5016. The summary shall include a description of the Association's internal dispute resolution procedure, as required by California Civil Code Section 5920.

**15.2.4 Civil Action.** A civil action to enforce the Governing Documents shall comply with California Civil Code Sections 5850 through 5985.

**15.3 Enforcement of Non-Payment of Assessments.** Each Owner of any Lot then subject to Assessment shall be deemed to covenant and agree to pay to the Association each and every Assessment provided for in this Declaration. The Association shall have the right to enforce such payment obligation in accordance with the provisions set forth in **Section 6.11** (Collection of Assessments; Liens).

**15.4 Enforcement of Bonded Obligations.** The Association shall have the right to enforce bonded obligations in accordance with the provisions set forth in **Section 6.21** (Association Property Improvements).

**15.5 Disputes Involving Declarant.**

**15.5.1 Defined Terms.** For purposes of **Section 15.5** (Disputes Involving Declarant), the following terms shall have the meanings set forth below.

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

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

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

(d) **"Claimant"** means the Association and/or an Owner initiating a claim under this **Section 15.5** (Disputes Involving Declarant).

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

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

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

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

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

**15.5.3 Mediation of Other Claims.** As described in further detail in the Master Dispute Resolution Declaration, if an Other Claim is not resolved to the satisfaction of a Claimant, such Claimant shall file a written Notice of Other Claim (“**Notice of Other Claim**”), which shall include a request for mediation. Declarant and Claimant shall, in good faith, attempt to resolve any Other Claim by mediation in accordance with this **Section 15.5.3 (Mediation of Other Claims)**. If a Claimant and Declarant are unable to resolve any Other Claim, the parties agree to submit the matter to mediation in accordance with the procedures set forth below. The mediation shall be conducted by a single mediator employed or engaged by the AAA. The mediation shall be conducted by a single mediator selected as provided below. The mediation shall be held in the County or such other place as is mutually acceptable to the parties. Declarant shall have the right to include other persons or entities, including insurance carrier representatives in the mediation proceedings. The mediation shall be conducted in accordance with the procedures set forth below.

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

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

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

(d) **No Award of Attorneys’ Fees.** No party shall be entitled to an award of its attorneys’ fees. Nothing herein shall be construed to modify or abrogate any duty to defend and/or indemnify another party pursuant to the terms of a contract between any such parties. The mediator

shall issue his or her written determination within ten (10) Business Days after the close of the mediation hearing(s).

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

(f) **Initiation of Arbitration.** If the Other Claim is not resolved through mediation, either party may initiate arbitration proceedings as provided in **Section 15.5.4** (Mandatory Binding Arbitration).

**15.5.4 Mandatory Binding Arbitration.** Before any Claimant institutes arbitration proceedings as provided in this **Section 15.5.4** (Mandatory Binding Arbitration), the Claimant shall follow the Claim Process. The mandatory arbitration procedures below shall apply to all post-closing Disputes between Declarant and a Claimant and all Disputes between Declarant and Association which are not resolved through such procedures (except for Claims under the Limited Warranty which are governed by the Limited Warranty). In order to effectuate the obligation to resolve all post-closing Disputes by binding arbitration, Declarant or any Owner may petition the Superior Court of the County to order that the Disputes be resolved by arbitration pursuant to the provisions set forth in this **Section 15.5.4** (Mandatory Binding Arbitration) and the court shall order Declarant, and the Claimant to arbitrate the Disputes and all controversies related to the Disputes even if Declarant or the Claimant join their claims with other claimants utilizing different dispute resolution procedures.

(a) **Federal Arbitration Act.** If negotiations, mediation or other non-binding dispute resolution procedures, including, without limitation, the Claim Process, fail to resolve any Dispute between the Claimant and Declarant, then the Dispute shall be resolved by neutral, binding arbitration governed by the Federal Arbitration Act (9 U.S.C. §§1-16) ("**Federal Act**") and not by any court action except as provided for judicial review of arbitration proceedings under the Federal Act. The construction of any Residence and other portions of the Community involved interstate commerce and therefore the arbitration procedures specified in this **Section 15.5.4** (Mandatory Binding Arbitration) are to be interpreted and enforced as authorized by the Federal Act, which is designed to encourage use of alternative methods of dispute resolution that avoid costly and potentially lengthy court proceedings. Each Residence, the Association Property and other portions of the Community were constructed with materials and products manufactured throughout the United States which have been shipped to the Community for installation and involved communications by interstate mail and telephone with out of state manufacturers, design professionals, contractors and their employees. The shipment of such materials and products across state lines cause the products and materials to enter into the stream of interstate commerce and become subject to the Interstate Commerce Clause (Article I, Section VIII of the United States Constitution) and ensuing federal laws. Interpretation and application of the procedures set forth in this **Section 15.5.4** (Mandatory Binding Arbitration) shall conform to any applicable Federal court rules and decisions interpreting and applying the Federal Act. The arbitration proceedings ("**Proceedings**") shall be conducted pursuant to the Federal Act and, to the extent not inconsistent, the procedures set forth in this **Section 15.5.4** (Mandatory Binding Arbitration). In addition, except as set forth herein, and to the extent it is not inconsistent with the Federal Act, the arbitration shall be conducted pursuant to Title 9 of the California Code of Civil Procedure (Section 1280 et seq.); provided, however, Code of Civil Procedure Section 1281.2(c) shall not be applicable to permit the court to delay or refuse to order arbitration. References to California procedural law are for guidance only and shall not be construed as a waiver of any rights or duties of the parties under the Federal Act or the right of the parties to have the procedures set forth herein interpreted and enforced under the Federal Act. If any party seeks review by a court of the enforceability of any of the procedures set forth or referenced herein (notwithstanding the provisions herein making that issue one to be resolved by the arbitrator), the exclusive jurisdiction and venue for any such review shall be the Superior Court for the County.

(b) **Rules Applicable to All Cases.** The Proceedings will be conducted by AAA in accordance with the AAA's rules applicable to the Dispute and with respect to any portion of the

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

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

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

(iii) **Preliminary Procedures.** If state or federal law requires a 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. For example, nothing contained herein shall be deemed a waiver or limitation of the provisions of California Civil Code Sections 6000, 6100 or 6150.

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

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

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

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

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

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

(x) **Measure of Damages.** Any damages awarded shall be limited to the extent required by Chapter 5 of the Right to Repair Act and other applicable provisions of California law. If any damages are awarded to a Claimant in any other cause of action not covered by this Section 15.5.4 (Mandatory Binding Arbitration), the damages awarded pursuant to this Section shall be reduced by the amounts recovered in such other causes of action. Declarant Parties shall not be responsible for, and shall be excused from, any obligation, damage, loss or liability to the extent that Declarant Parties can demonstrate any of the affirmative defenses set forth in California Civil Code Section 945.5 or under other statutory or common law.

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

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

(xiii) **Fees and Costs.** Declarant shall advance any fee required to initiate the Proceedings. If Declarant is the prevailing party in the arbitration, the arbitrator may, in his or her discretion and only to the extent permitted by law and the AAA Rules, direct the Claimant to reimburse Declarant for such Claimant's pro rata share of the AAA fee and arbitrator's fee advanced by Declarant. The arbitrator shall not award attorneys' fees to any party and the parties shall each be solely responsible



for their own attorneys' fees. Nothing herein shall be construed to modify or abrogate any duty to defend and/or indemnify a third party pursuant to the terms of a contract between any such parties.

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

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

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

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

(iv) **Expenses and Costs on Appeal.** The fees charged by AAA or the Alternative Arbitration Service and the appeal arbitrator(s) shall be advanced by Declarant, except as provided in **Section 15.5.4(c)(ii)** (Appellate Panel). The party who files the appeal must, at its sole expense, provide AAA or the Alternative Arbitration Service and all non-appealing parties with a certified copy of the hearing transcript, and must provide AAA with copies of all documentary evidence and all other tangible evidence received by the arbitrator. If more than one party appeals, the appealing parties must share equally the cost of the transcript and copies of all other documentary and tangible evidence received by the arbitrator. The appeal arbitrators may, within thirty (30) days of their determination award costs of the nature provided in the Federal Rules of Appellate Procedure. If Declarant is the prevailing party on appeal, the appeal arbitrator(s) may, in his, her or their discretion and only to the extent permitted by law and AAA Rules, include all or part of the AAA fee, or the Alternative Arbitration Service, and arbitrator's fee advanced by Declarant in the award of costs on appeal.

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

(d) **Class Actions Not Arbitrated.** Notwithstanding any language in this Declaration to the contrary, each Owner, the Association and Declarant acknowledge and agree to arbitrate disputes under the Federal Arbitration Act due to the mutual advantages of arbitration over bringing an action in court to resolve a dispute; however, class action claims are inconsistent with arbitration under the Federal Arbitration Act. Arbitration of a class action destroys the advantages of the arbitration process such as speed, efficiency, and lower costs due to the complexities involved in a class action. FOR THESE REASONS, EACH OWNER, BY ACCEPTANCE OF FEE TITLE TO A RESIDENCE, AND THE ASSOCIATION, BY ACCEPTANCE OF FEE TITLE TO ANY ASSOCIATION PROPERTY OR BY PERFORMANCE OF THE OBLIGATION FOR THE MAINTENANCE OF THE ASSOCIATION MAINTAINED IMPROVEMENTS, AND DECLARANT MUTUALLY AGREE TO WAIVE THE RIGHT FOR ANY PROCEEDINGS TO RESOLVE A DISPUTE TO BE COMMENCED, HEARD, OR PURSUED AS A CLASS ACTION AND AGREE NOT TO ASSERT ANY CLASS ACTION, ASSOCIATIONAL, OR REPRESENTATIVE ACTION CLAIMS, INCLUDING CLAIMS BY THE ASSOCIATION ON BEHALF OF ANY OWNER, AGAINST THE OTHER IN MEDIATION, COURT, ARBITRATION OR OTHERWISE, AND AGREE THAT IT IS THE EXPRESS INTENT OF EACH PARTY THAT CLASS ACTION AND

REPRESENTATIVE ACTION PROCEDURES NOT BE ASSERTED OR APPLIED WITH RESPECT TO ANY DISPUTE. Under no circumstances will a class action be arbitrated.

(i) **Public Injunctive Relief.** If public injunctive relief is sought in connection with any Dispute, and a court determines that the waiver set forth in this **Section 15.5.4(d)** (Class Actions Not Arbitrated) or any restrictions elsewhere in this Master Dispute Resolution Declaration are void or unenforceable with respect to the request for public injunctive relief, and that determination becomes final after all appeals have been exhausted, then the following shall apply:

(1) Any individual relief sought with respect to such Dispute shall be first determined in accordance with the mandatory binding arbitration procedures set forth in this **Section 15.5.4(d)** (Class Actions Not Arbitrated).

(2) The mandatory binding arbitration procedures set forth in this **Section 15.5.4(d)** (Class Actions Not Arbitrated) shall not be applied to the proceedings for public injunctive relief, which shall be determined in court: in no event will public injunctive relief be determined by arbitration.

(3) The parties shall request that the court stay the proceedings for public injunctive relief described in paragraph (i)(2) above until the mandatory binding arbitration described in paragraph (i)(1) above is complete and a petition to confirm the award is filed with the court. If the parties fail to make the request, Declarant may make the request on behalf of the parties.

(ii) **Public Injunctive Relief Not Sought.** If the waiver set forth in this **Section 15.5.4(d)** (Class Actions Not Arbitrated) is limited, voided or found unenforceable with respect to resolution of a Dispute for which public injunctive relief is not sought, and that determination becomes final after all appeals have been exhausted, then the mandatory arbitration procedures set forth in this **Section 15.5.4** (Mandatory Binding Arbitration) shall be null and void.

(e) **Jury, Discovery and Appeal Not Available.** THE OBLIGATIONS ESTABLISHED BY THIS **SECTION 15.5.4** (MANDATORY BINDING ARBITRATION) TO SUBMIT DISPUTES TO NEUTRAL ARBITRATION ELIMINATES ALL RIGHTS WHICH A PARTY MIGHT POSSESS TO HAVE A DISPUTE LITIGATED IN A COURT OR JURY TRIAL, NO PARTY SHALL HAVE ANY JUDICIAL RIGHTS TO DISCOVERY OR APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS **SECTION 15.5.4** (MANDATORY BINDING ARBITRATION). IF DECLARANT OR ANY CLAIMANT REFUSES TO SUBMIT TO ARBITRATION THEY MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.

**15.5.5 Relinquishment of Control.** Notwithstanding any other provision in the Declaration or the Master Dispute Resolution Declaration to the contrary (including, without limitation, any provision which expressly or implicitly provides Declarant with control over Association decisions for any period of time), while Declarant has majority control of the Board, Declarant hereby relinquishes control over the Association's ability to decide whether to initiate any Claim against Declarant or any Declarant Parties and/or any Guest Builder. No representative of Declarant or Declarant Parties or Guest Builder on the Board shall vote on the initiation of any Claim including without limitation, any Construction Defect Claim under California Civil Code Section 895 et seq. of the Right to Repair Act, such that from and after the first election of directors in which Class A Members participate, Declarant and Declarant Parties and Guest Builders shall have no control over the Association's ability to decide whether to initiate a Claim including without limitation, any Construction Defect Claim 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.

**15.5.6 Pursuit of Claims.** An Owner may only assert Limited Warranty claims pertaining to such Owner's Lot. The Association and not the individual Owners shall have the power to pursue any Claims for the Association Property and/or Association Maintenance Areas. The Association and each Owner shall comply with the Claim Process in bringing any such Claims. Each Owner hereby agrees to delegate authority to the Association and assigns to the Association all power and authority as is necessary

for (i) the initiation of any Claim, or (ii) any settlement or release of any Claim, in each instance relating to the Association Property and/or Association Maintenance Areas.

**15.5.7 Notice Prior to Litigation.** The Association shall notify all Owners of any litigation filed for or on behalf of the Association. The notice shall include a proposed budget for the litigation and an explanation of the source of the funds for the litigation. Such notice shall provide an explanation of why the litigation is being initiated or defended, and shall include a budget for the litigation (including, without limitation, experts' fees and costs, consultants' fees and costs and the costs of the proceedings.) The notice must state that the Members have a right to review an accounting for the litigation provided in California Civil Code Section 5200, which will be available at the Association's office. Any such litigation which is filed shall also conform to the requirements set forth in the Master Dispute Resolution Declaration.

**15.5.8 Members' Approval of Certain Actions.** In the event any Claim brought by the Association against Declarant or any Declarant Party is not resolved pursuant to the non-adversarial procedures set forth in Right to Repair Act, the Association shall not initiate a further action or arbitration proceeding without first complying with Applicable Laws, including without limitation, the requirements of California Civil Code Section 6150, provided however, that if an amendment to this Declaration has been duly adopted, and in conformance with California Civil Code Section 5986, requiring the approval of any stated percentage of the membership of the Association, or any portion thereof, prior to initiating further action or arbitration proceedings against Declarant or any Declarant Party (any such amendment the "Proceedings Amendment"), the Association shall comply with the requirements of such Proceedings Amendment prior to so initiating such action or proceeding. In addition, if a Proceedings Amendment has been proposed but not duly voted upon by the Members under the terms of this Declaration, the Association shall not pursue or initiate a further action or proceeding against Declarant or any Declarant Party until such time as the Members participate in a duly noticed and held vote regarding the adoption of the Proceedings Amendment. Notwithstanding the foregoing, if no such Proceedings Amendment has been duly adopted by the Members prior to the Board considering initiating such action or proceeding pursuant to this Section, and if the Board believes in its sole discretion that waiting for the outcome of a Member vote regarding the adoption of such an Proceedings Amendment could be prejudicial to the Association's position relative to its initiation or pursuit of such action or proceeding, then the Board shall not be compelled to stay such action or proceeding pending the outcome of such a Member vote unless the Board chooses to do so by a majority vote of the Board or, if applicable, then the non-Declarant-appointed Board members.

**15.5.9 Notification to Prospective Buyers.** In the event that the Association commences a Claim pursuant to the Master Dispute Resolution Declaration, or pursues any other legal action, all Owners must notify prospective purchasers of such action or Claim and must provide such prospective purchasers with a copy of the notice produced by the Association and delivered to the Owners in accordance with California Civil Code Section 6000 and this Declaration.

**15.5.10 Notice Required if Reserve Funds to Pay for Litigation.** As required by California Civil Code Section 5520, if a decision is made to use reserve funds or to temporarily transfer money from the reserve fund to pay for litigation, the Association shall comply with the notice and accounting requirements set forth in California Civil Code Section 5520.

**15.5.11 Conflict.** In the event of any conflict between the provisions of this **Section 15.5** (Disputes Involving Declarant) and the Master Dispute Resolution Declaration, the terms of the Master Dispute Resolution Declaration shall control.

**15.6 Guest Builder Disputes.** Any claim, dispute or disagreement where the parties are limited to one or more Owners, on the one hand, and a Guest Builder (or any director, officer, partner, shareholder, member, employee, representative, contractor, subcontractor, design professional or agent of a Guest Builder), on the other hand ("**Guest Builder Dispute**"), shall not constitute a Dispute for purposes of this **Article 15** (Term and Enforcement) so long as neither Declarant nor the Association is a party.

**ARTICLE 16**  
**GENERAL PROVISIONS**

**16.1 Headings.** The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

**16.2 Severability.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions of it shall not invalidate any other provisions. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Declaration shall become illegal, null, void, against public policy or otherwise unenforceable, for any reason, the remaining portions of this Declaration shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

**16.3 Cumulative Remedies.** Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver.

**16.4 No Unlawful Restrictions.** No Owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of its Lot on the basis of any federal or state protected class, including without limitation, race, sex, color or creed.

**16.5 Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

**16.6 Notice of Sale of Lot.** Concurrently with the consummation of the sale of any Lot under circumstances whereby the transferee becomes an Owner thereof, or within five (5) business days thereafter, the transferee shall notify the Board in writing of such sale. Such notice shall set forth the name of the transferee and its Mortgagee and transferor, the common address of the Lot purchased by the transferee, the transferee's and the Mortgagee's mailing address, and the date of sale. Prior to the receipt of such notice, any and all communications required or permitted to be given by the Association, the Board or the manager shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor. Mailing addresses may be changed at any time upon written notice to the Board. Notices shall be deemed received forty-eight (48) hours after mailing if mailed to the transferee, or to its transferor if the Board has received no notice of transfer as above provided, by certified mail, return receipt requested, at the mailing address above specified. Notices shall also be deemed received on the next business day after being sent by overnight courier or upon delivery if delivered personally to any occupant of a Lot over the age of twelve (12) years.

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

**16.8 Exhibits.** All exhibits referred to in this Declaration are attached to this Declaration and incorporated by reference.

**16.9 Binding Effect.** This Declaration shall inure to the benefit of and be binding on the successors and assigns of Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of the Owners.

**16.10 Easements Reserved and Granted.** Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in the first deed by Declarant or any Guest Builder to any Lot.

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

**16.12 County Required Provisions.** The following provisions are made a part of this Declaration in accordance with County requirements and the Community Entitlements:

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

The property owners' association established herein shall manage and continuously maintain the "common area" (referred to in this Declaration as the Association Property and Association Maintenance Area), more particularly described on **Exhibit "A"** and **Exhibit "C"**, attached hereto, and shall not sell or transfer the "common area" or any part thereof, absent the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.

The property owners' 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.

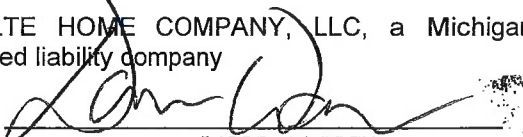
This Declaration shall not be terminated, "substantially" amended, or property deannexed therefrom absent the prior written consent of the Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered "substantial" if it affects the extent, usage, or maintenance of the "common area" established pursuant to the Declaration.

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

IN WITNESS WHEREOF, this Declaration is made on DEC. 6, 2022 by Declarant.

**DECLARANT:**

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By:   
Name: DARREN WARREN  
Title: Vice President Land Acquisitions & Development

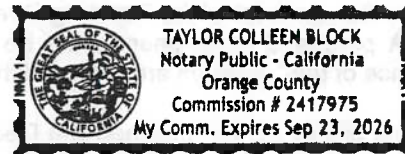
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On December 6, 2022, before me, Taylor Colleen Block, a Notary Public, personally appeared Darren Warren, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Taylor Colleen Block

**EXHIBIT "A"**

**PROPERTY**

The Property includes the following Lots and Association Property located in the unincorporated area of the County of Riverside, State of California, described as follows:

**LOTS:**

LOTS 1 THROUGH 52, INCLUSIVE, OF TRACT NO. 36730, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK \_\_\_\_\_, PAGES \_\_\_ THROUGH \_\_\_, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ("Tract 36730 Map").

LOTS 1 THROUGH 69, INCLUSIVE, OF TRACT NO. 36730-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK \_\_\_\_\_, PAGES \_\_\_ THROUGH \_\_\_, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ("Tract 36730-1 Map").

LOTS 1 THROUGH 83, INCLUSIVE, OF TRACT NO. 36730-2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK \_\_\_\_\_, PAGES \_\_\_ THROUGH \_\_\_, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ("Tract 36730-2 Map").

LOTS 1 THROUGH 68, INCLUSIVE, OF TRACT NO. 36730-3, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK \_\_\_\_\_, PAGES \_\_\_ THROUGH \_\_\_, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ("Tract 36730-3 Map").

**ASSOCIATION PROPERTY:**

LOTS 53 THROUGH 57, INCLUSIVE, AND LOTS A THROUGH E, INCLUSIVE, OF THE TRACT 36730 MAP.

LOTS 70 THROUGH 78, INCLUSIVE, AND LOTS A THROUGH E, INCLUSIVE, AND LOT I OF THE TRACT 36730-1 MAP.

LOTS 84 THROUGH 88, INCLUSIVE, AND LOTS A THROUGH I, INCLUSIVE, OF THE TRACT 36730-2 MAP.

LOTS 69 THROUGH 76, INCLUSIVE, AND LOTS B THROUGH L, INCLUSIVE, OF THE TRACT 36730-3 MAP.

**EXHIBIT "B"**

**ANNEXABLE PROPERTY**

The Annexable Property includes real property located in the unincorporated area of the County of Riverside, State of California, described as follows:

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 WEST, AS SHOWN ON MAP OF THE RANCHO EL SOBRANTE DE JACINTO, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN MAP BOOK 1, PAGE 8, IN THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 5, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, ALSO BEING ON THE CENTERLINE OF EL SOBRANTE ROAD, HAVING A HALF WIDTH OF 40.00 FEET, AS SHOWN ON A RECORD OF SURVEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN BOOK 95, PAGES 37 THROUGH 57, INCLUSIVE, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE NORTH LINE OF SAID SECTION 5 AND SAID CENTERLINE OF EL SOBRANTE ROAD SOUTH 89°37'30" EAST 757.20 FEET;

THENCE LEAVING SAID NORTH LINE OF SECTION 5 AND SAID CENTERLINE OF EL SOBRANTE ROAD SOUTH 00°38'39" WEST 661.63 FEET;

THENCE NORTH 89°28'27" WEST 757.18 FEET TO THE WEST LINE OF SAID SECTION 5, SAID POINT ALSO BEING ON THE EAST LINE OF SAID SECTION 6;

THENCE ALONG SAID WEST LINE OF SECTION 5 AND SAID EAST LINE OF SECTION 6 NORTH 0°38'35" EAST 659.63 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN SAID EL SOBRANTE ROAD.



**EXHIBIT "C"**





**MAINTENANCE MAP**

**[Attached Hereto]**

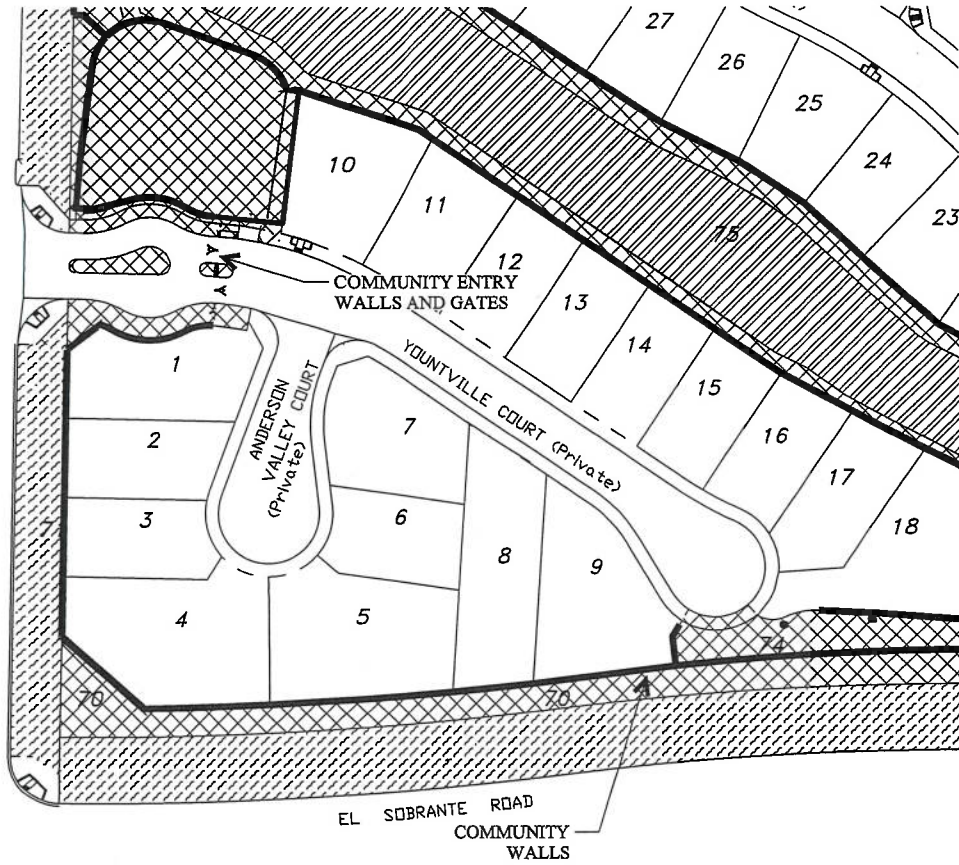
All items, and location of items, shown on illustration are shown for informational purposes only and should not be relied upon for precise design or dimension. The actual conditions will control.



**LEGEND**

-  Community Walls
-  Area Maintained by the Association (Association Property)
-  Areas Subject to the Conservation Easement
-  Area Maintained by CFD or Governmental Entity

All private streets within this tract shall be maintained by the Association



Not to Scale NORTH





DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

MAINTENANCE MAP

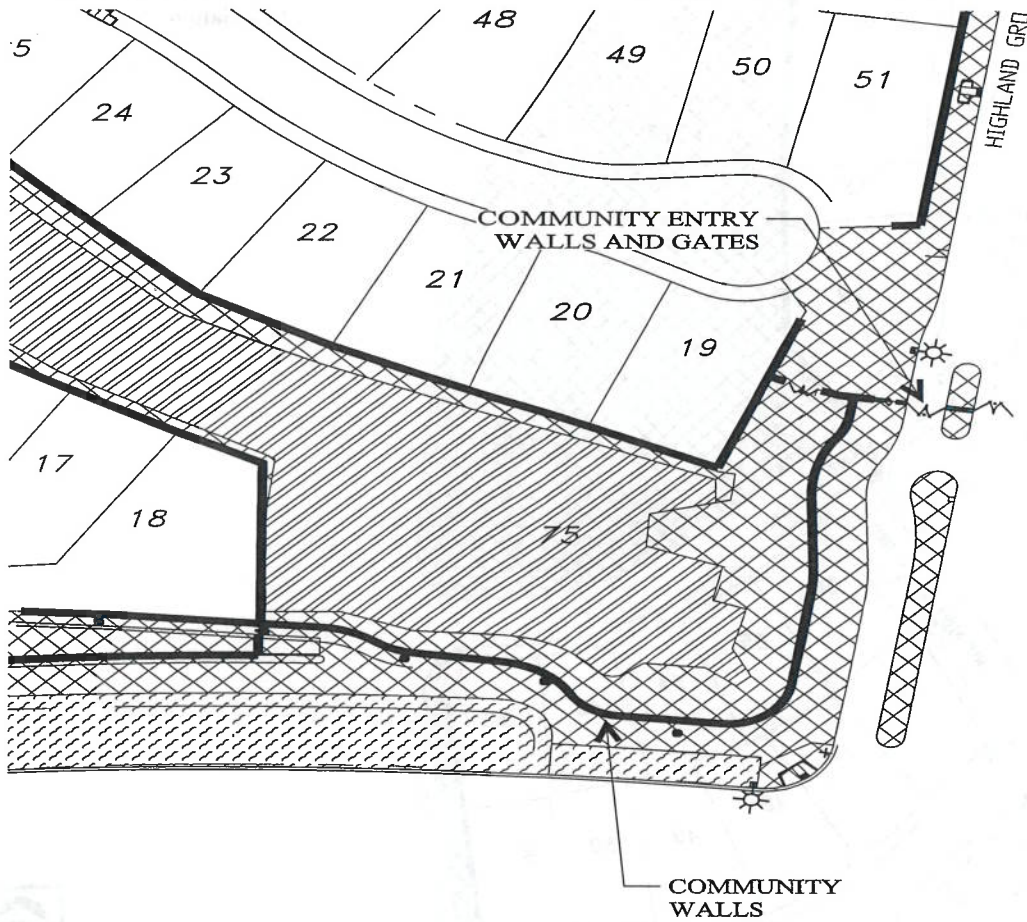
TRACT 36730-1

SHEET 1 OF 4

**LEGEND**

-  Community Walls
-  Area Maintained by the Association (Association Property)
-  Areas Subject to the Conservation Easement
-  Area Maintained by CFD or Governmental Entity

All private streets within this tract shall be maintained by the Association






Not to Scale NORTH

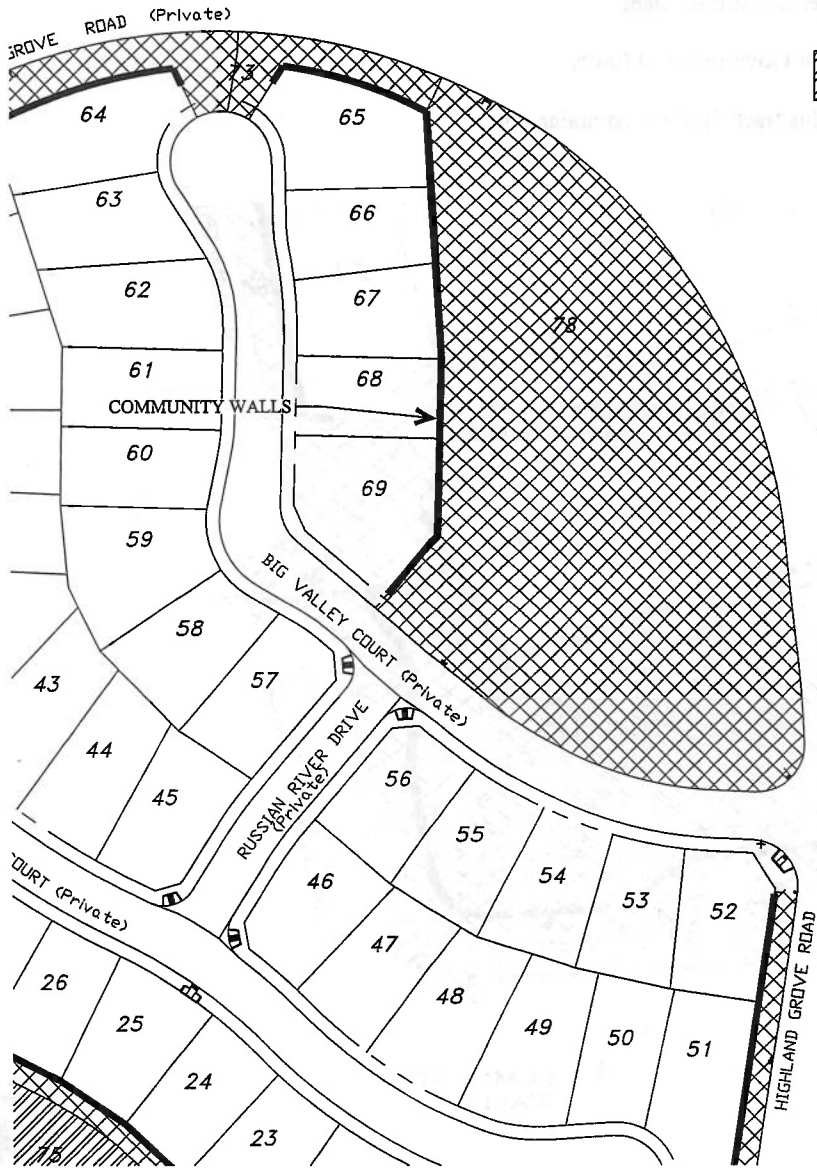
DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

<p style="text-align: center;"><b>MAINTENANCE MAP</b></p>	<p style="text-align: center;">TRACT 36730-1 SHEET 2 OF 4</p>
---	---

**LEGEND**

-  Community Walls
-  Area Maintained by the Association (Association Property)
-  Areas Subject to the Conservation Easement

All private streets within this tract shall be maintained by the Association



Not to Scale NORTH





DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

**MAINTENANCE MAP**

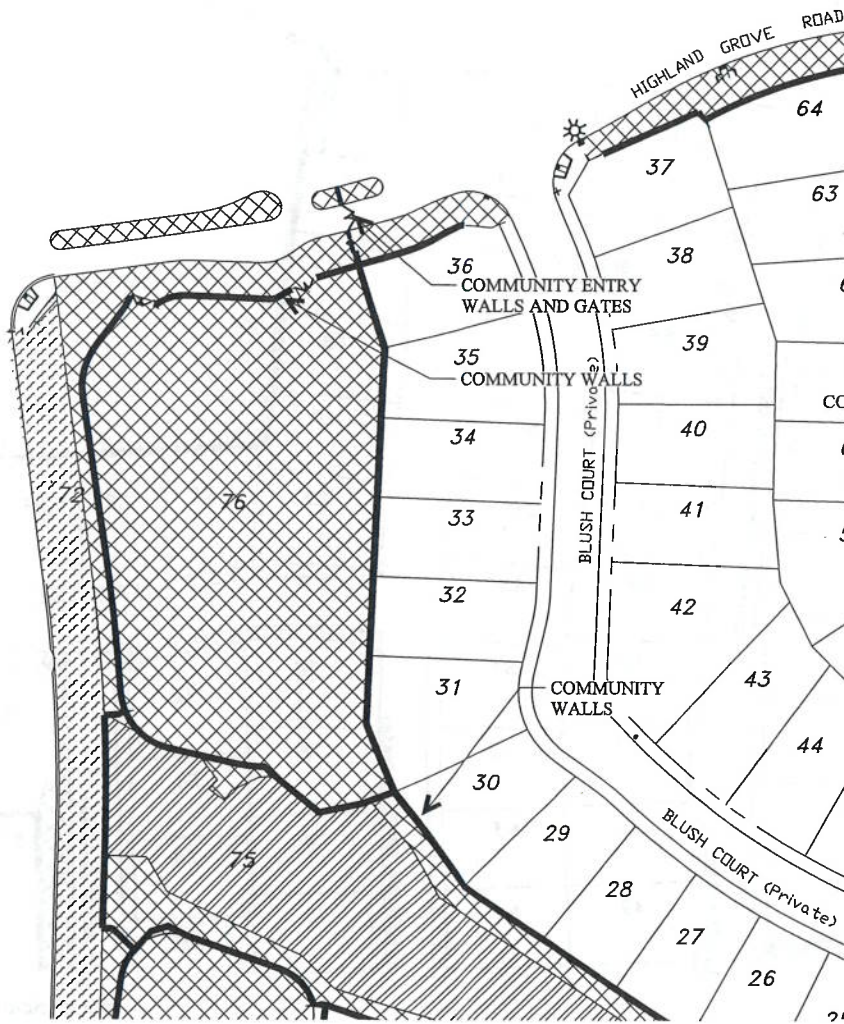
TRACT 36730-1

SHEET 3 OF 4

**LEGEND**

-  Community Walls
-  Area Maintained by the Association (Association Property)
-  Areas Subject to the Conservation Easement
-  Area Maintained by CFD or Governmental Entity

All private streets within this tract shall be maintained by the Association



DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

**MAINTENANCE MAP**

**TRACT 36730-1**

**SHEET 4 OF 4**

**LEGEND**

— Community Walls

▨ Area Maintained by the Association (Association Property)

All private streets within this tract shall be maintained by the Association



Not to Scale



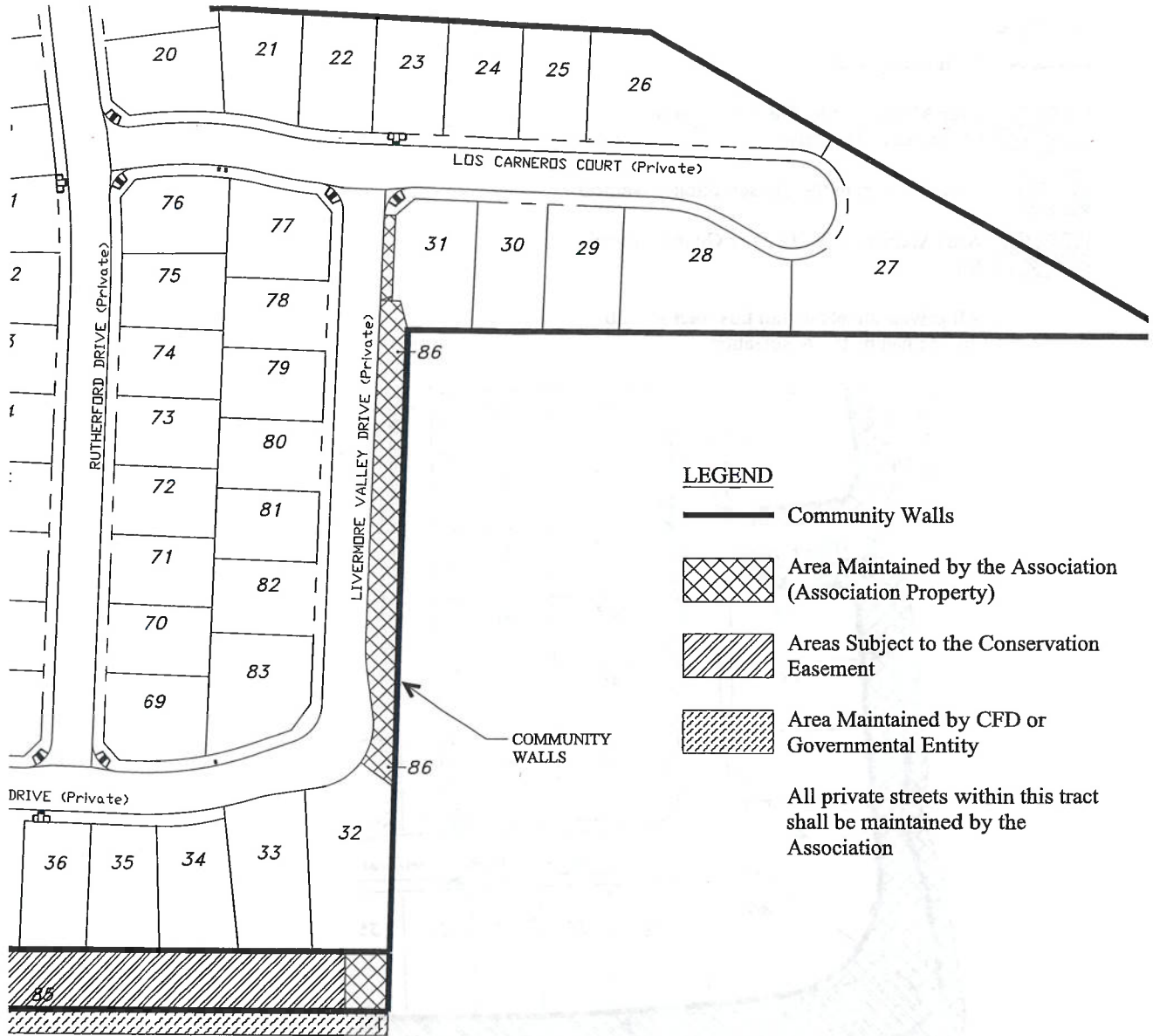
NORTH

DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS BUILT CONDITIONS SHALL CONTROL.

**MAINTENANCE MAP**

TRACT 36730-2

SHEET 1 OF 3





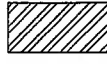
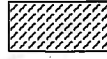
Not to Scale

NORTH

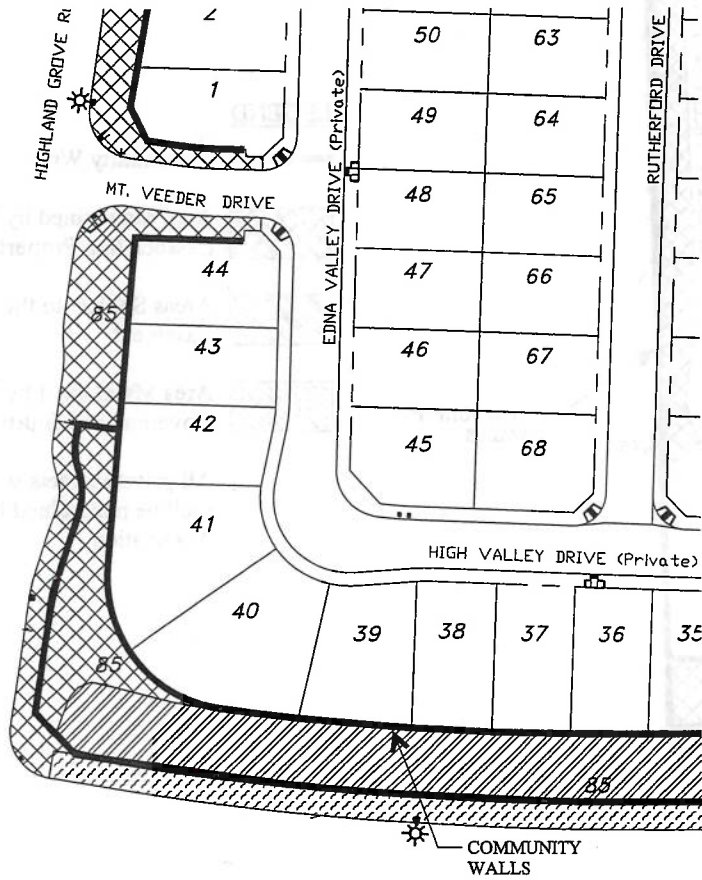
DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

<p><b>MAINTENANCE MAP</b></p>	<p>TRACT 36730-2</p> <p>SHEET 2 OF 3</p>
-------------------------------	--

**LEGEND**

-  Community Walls
-  Area Maintained by the Association  
(Association Property)
-  Areas Subject to the Conservation Easement
-  Area Maintained by CFD or Governmental  
Entity

All private streets within this tract shall be maintained by the Association



Not to Scale



NORTH

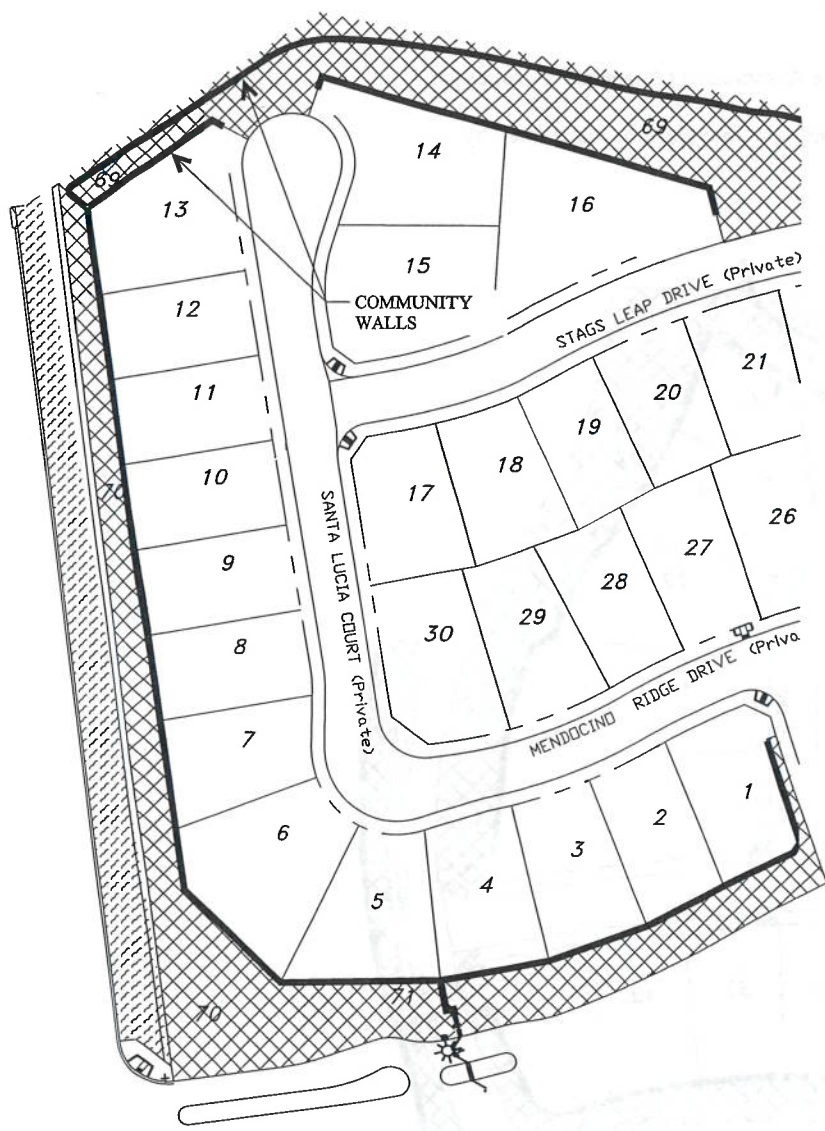
DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

MAINTENANCE MAP




TRACT 36730-2

SHEET 3 OF 3





**LEGEND**

-  Community Walls
-  Area Maintained by the Association (Association Property)
-  Area Maintained by CFD or Governmental Entity

All private streets within this tract shall be maintained by the Association



Not to Scale NORTH

DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

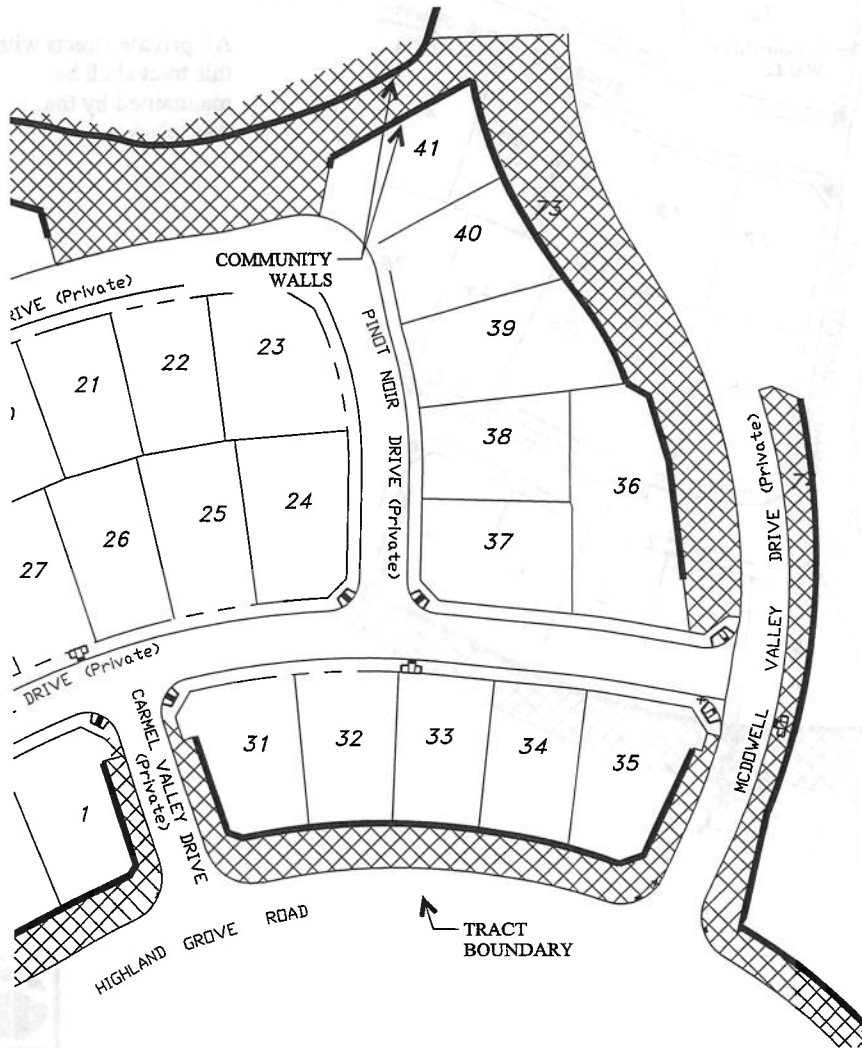
<p><b>MAINTENANCE MAP</b></p>	<p><b>TRACT 36730-3</b></p> <p><b>SHEET 1 OF 3</b></p>
-------------------------------	--

**LEGEND**

— Community Walls

▨ Area Maintained by the Association (Association Property)

All private streets within this tract shall be maintained by the Association



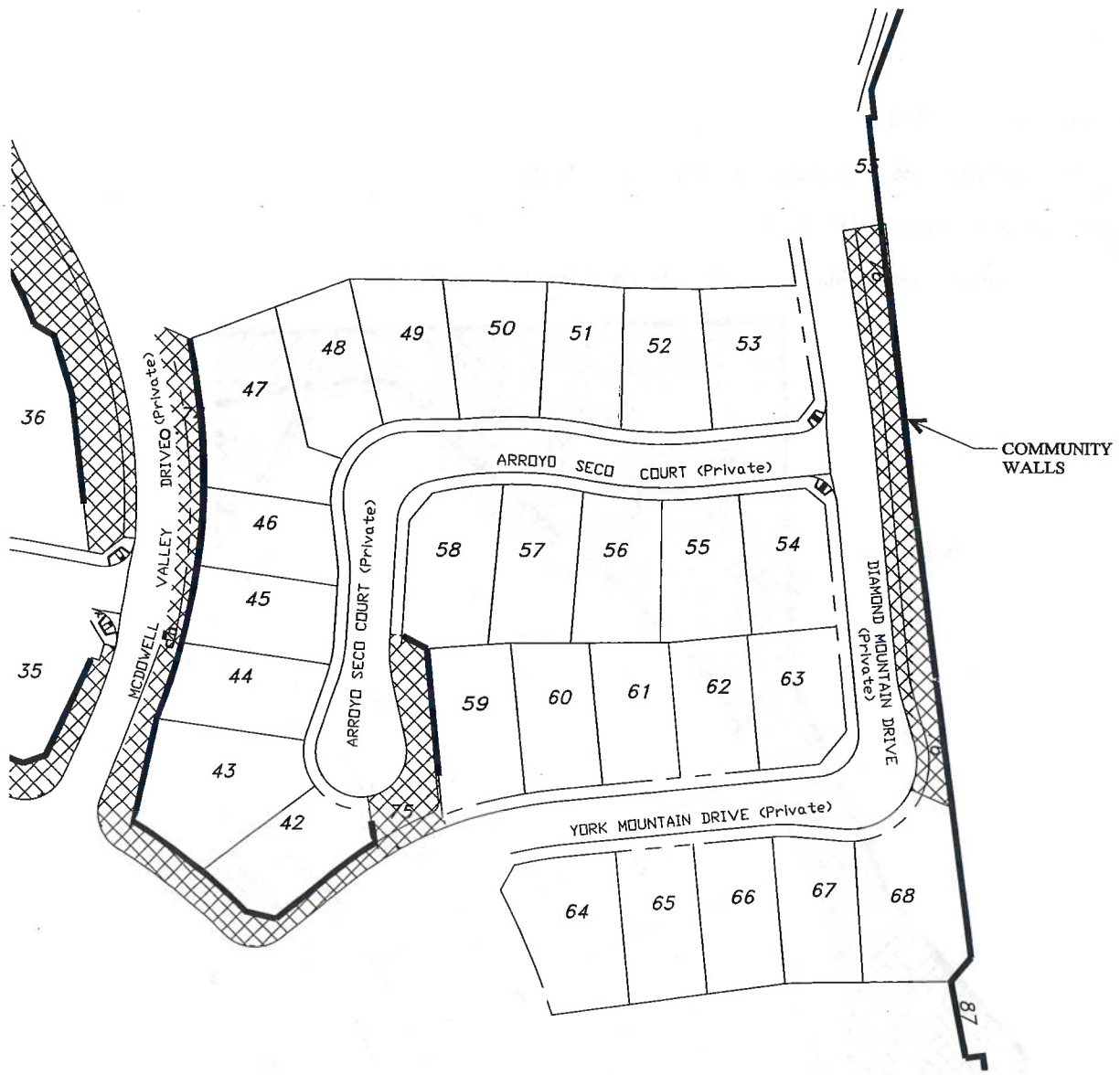
Not to Scale NORTH

DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

**MAINTENANCE MAP**

TRACT 36730-3

SHEET 2 OF 3



**LEGEND**

— Community Walls



Area Maintained by the Association (Association Property)

All private streets within this tract shall be maintained by the Association



Not to Scale NORTH



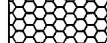
DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

**MAINTENANCE MAP**

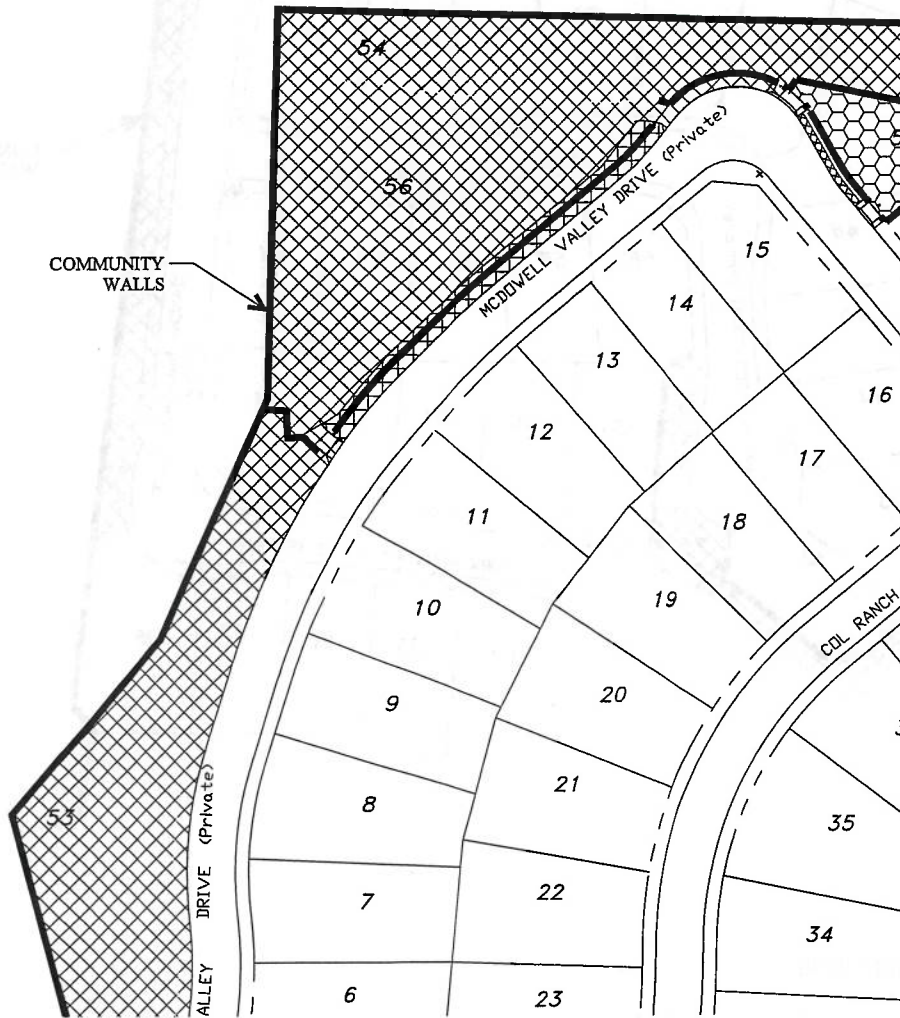
**TRACT 36730-3**

**SHEET 3 OF 3**

**LEGEND**

-  Community Wall
-  Area Maintained by the Association (Association Property)
-  Areas Maintained by WMWD

All private streets within this tract shall be maintained by the Association



Not to Scale NORTH


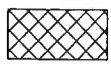
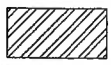
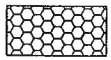
DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

**MAINTENANCE MAP**

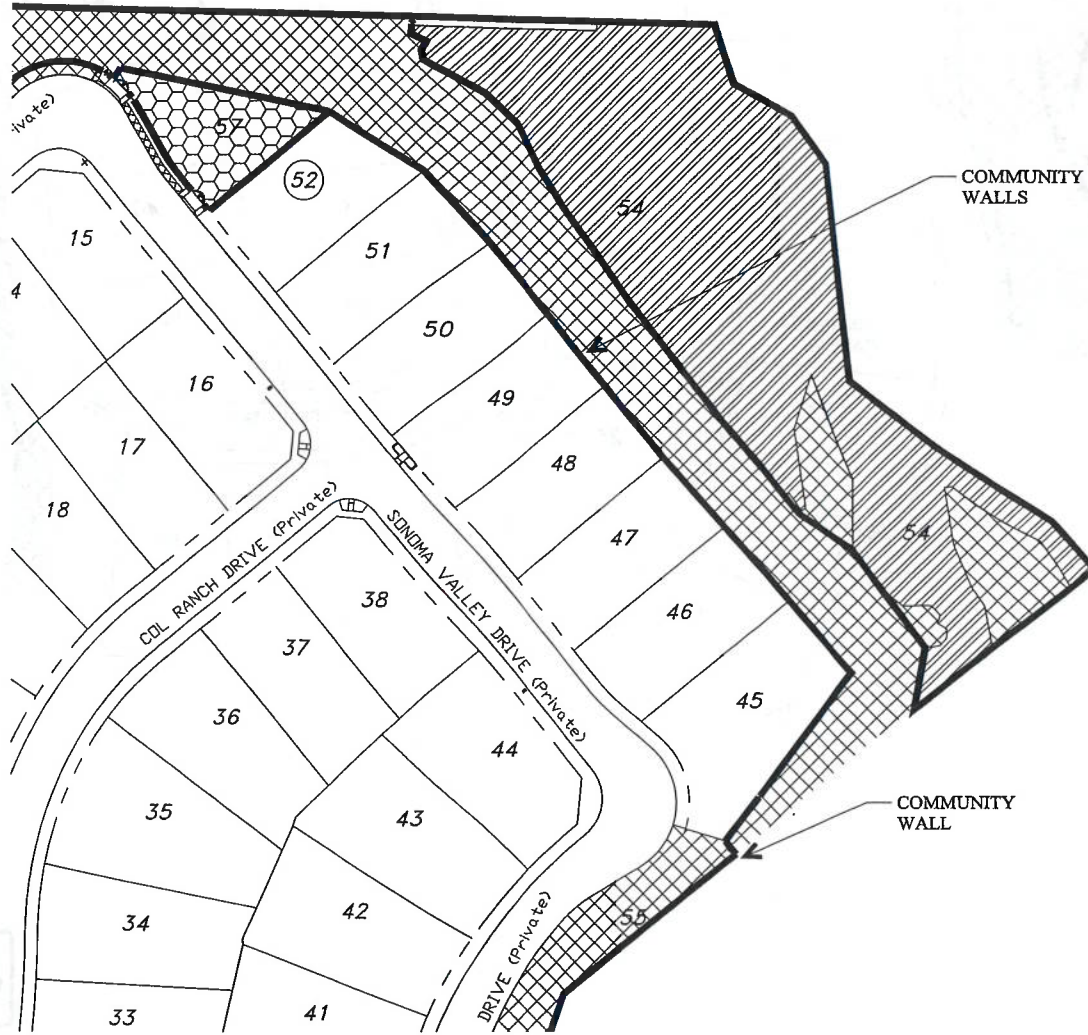
TRACT 36730

SHEET 1 OF 3

**LEGEND**

-  Community Walls
-  Area Maintained by the Association (Association Property)
-  Areas Subject to the Conservation Easement
-  Areas Maintained by WMWD

All private streets within this tract shall be maintained by the Association



Not to Scale NORTH

DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

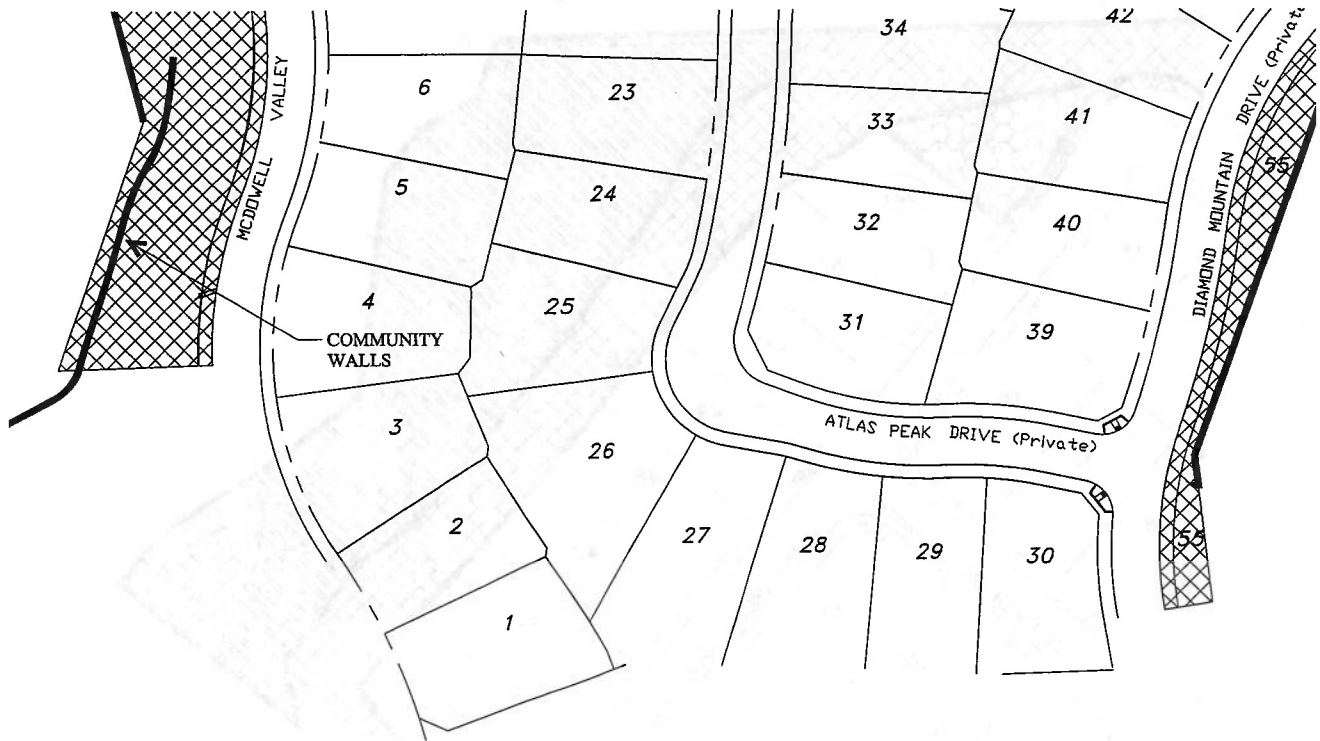
<p style="text-align: center;"><b>MAINTENANCE MAP</b></p>	<p style="text-align: center;">TRACT 36730 SHEET 2 OF 3</p>
---	---

**LEGEND**

— Community Wall

▨ Area Maintained by the Association (Association Property)

All private streets within this tract shall be maintained by the Association



Not to Scale NORTH

DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

**MAINTENANCE MAP**

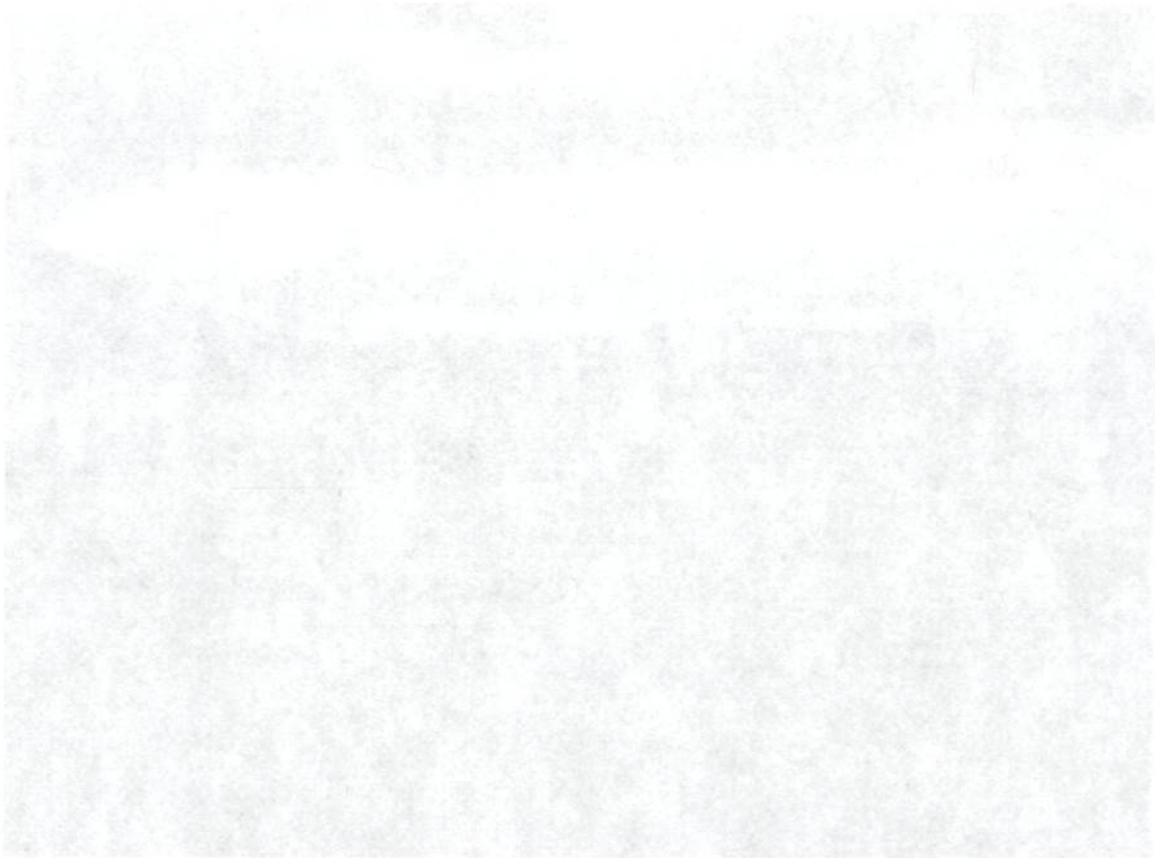
**TRACT 36730**

**SHEET 3 OF 3**

EXHIBIT "D"

FUEL MODIFICATION PLAN

[Attached Hereto]



May 20, 2021 (Revised August 17, 2021)

Public Hearing (optional)  
27401 E. Alameda, Suite 400  
Mission Viejo, CA 92690

Richard Johnson, 27401 E. Alameda, Suite 400  
Mission Viejo, CA 92690

Richard Johnson  
27401 E. Alameda, Suite 400  
Mission Viejo, CA 92690

Richard Johnson  
27401 E. Alameda, Suite 400  
Mission Viejo, CA 92690

Richard Johnson  
27401 E. Alameda, Suite 400  
Mission Viejo, CA 92690

**FUEL MODIFICATION PLAN  
HIGHLAND GROVE (aka LAKE RANCH) -  
TRACT 36730  
Unincorporated Riverside County, California**



**May 20, 2021 (Revised August 17, 2021)**

**Owner:**

**Pulte Home Company  
27401 Los Altos, Suite 400  
Mission Viejo, CA 92691**

**Prepared By:**

**Herbert Spitzer, Sr. Wildland Fire Assoc.**

**Certified by:**

A handwritten signature in black ink, appearing to read "Melvin A. Johnson".

**Melvin A. Johnson, Owner  
Certified CEQA Wildland Fire Consultant  
*FIREWISE* 2000, LLC  
PO Box 39  
Valley Center, CA 92082  
(760) 745-3947**



# HIGHLAND GROVE (aka LAKE RANCH) - TRACT 36730

## Fuel Modification Plan

### *Table of Contents*

<u>Section</u>	<u>Page</u>
<b>1.0 General Description</b>	<b>1</b>
<b>1.1 General Information</b>	<b>2</b>
<b>2.0 Wildland Fire Hazard and Risk Assessment</b>	<b>2</b>
<b>2.1 Weather Review and Assessment</b>	<b>2</b>
<b>2.2 Off-Site Fire Hazard and Risk Assessment</b>	<b>5</b>
<b>2.3 On-Site Fire Hazard and Risk Assessment</b>	<b>10</b>
<b>3.0 Predicting Wildland Fire Behavior</b>	<b>11</b>
<b>3.1 Wildland Fire Behavior Calculations for the Off-site and On-site Vegetative Fuels</b>	<b>11</b>
<b>4.0 Assessing Structure Ignitions in the Wildland/Urban Interface</b>	<b>15</b>
<b>4.1 Firebrands</b>	<b>15</b>
<b>4.2 Radiant Heat/Direct Flame Impingement</b>	<b>15</b>
<b>4.3 Fire Resistant Plant Palette</b>	<b>16</b>
<b>5.0 Fire Department Response Times</b>	<b>16</b>
<b>6.0 Fuel Treatment Zone Descriptions and Recommended Treatments</b>	<b>17</b>
<b>6.1 Fuel Treatment Zone 1A</b>	<b>17</b>
<b>6.2 Fuel Treatment Zone 1B</b>	<b>18</b>
<b>6.3 Fuel Treatment Zone 2A</b>	<b>18</b>
<b>6.4 Fuel Treatment Zone 2B</b>	<b>19</b>
<b>6.5 Habitat Avoidance And Mitigation Areas Zone</b>	<b>19</b>
<b>7.0 Construction Standards</b>	<b>19</b>
<b>7.1 Additional Required Construction Features – Lots 10-31 Adjacent to Protected Habitat</b>	<b>20</b>
<b>7.2 Additional Required Construction Features – Perimeter Lots</b>	<b>20</b>
<b>7.2.1 Requirements for Lots 200 and 215 Without Offsite Easements</b>	<b>21</b>
<b>7.2.2 Requirements for Lots 93, 133-149, 157, 197, 198, and 265 Without Offsite Easements</b>	<b>21</b>
<b>8.0 Infrastructure</b>	<b>21</b>
<b>8.1 Water Supply</b>	<b>22</b>
<b>8.2 Access Roads/Driveways</b>	<b>22</b>
<b>8.3 Gates</b>	<b>22</b>
<b>9.0 Homeowner/Buyer Requirements and Education</b>	<b>22</b>

<u>Section</u>	<u>Page</u>
<b>10.0 Mandated CCR's</b>	<b>24</b>
<b>11.0 Fuel Modification Map Exhibit</b>	<b>25</b>

**APPENDICES**

<b>Prohibited Plant List</b>	<b>APPENDIX 'A'</b>
<b>Literature Referenced</b>	<b>APPENDIX 'B'</b>
<b>Non-combustible &amp; Fire-Resistant Building Materials</b>	<b>APPENDIX 'C'</b>
<b>Ignition Resistant Construction Requirements</b>	<b>APPENDIX 'D'</b>
<b>Non-Combustible Wall Example</b>	<b>APPENDIX 'E'</b>
<b>Certified Plant List</b>	<b>APPENDIX 'F'</b>

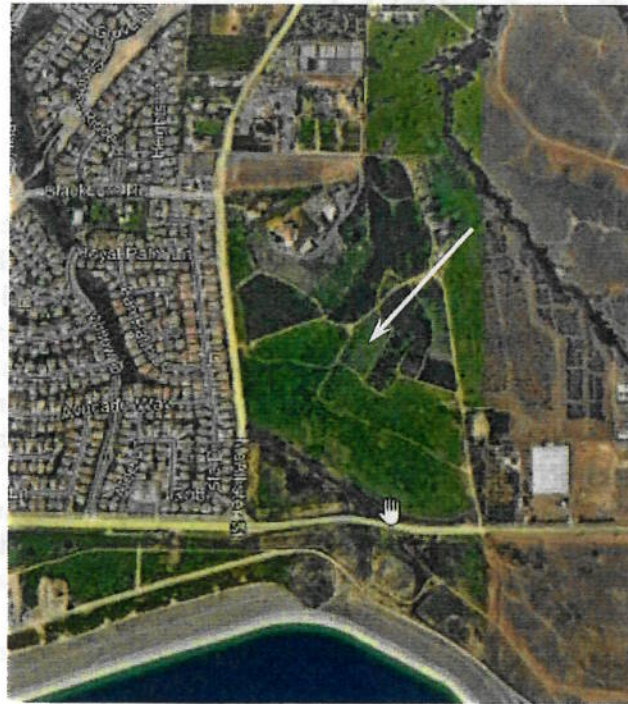
**Fuel Modification Plan**  
**Highland Grove (aka Lake Ranch) - Tract No. 36730**  
**Riverside County APNs: 270-160-001, 270-060-010, &**  
**270-170-009-011**

**May 20, 2021 (Revised August 17, 2021)**

**1.0 General Description**

The proposed project is located at the northeast corner of the intersection of El Sobrante Road and McAlister Street in unincorporated Riverside County, California (see Photo #1). The area designated for development is Tract 36730 which is located within a moderately high fire hazard area. The project consists of the building of 272 single-family homes on individual lots, 17 lettered lots where three catch basins, a park, several HOA maintained landscapes and two areas of habitat mitigation and preservation. The total project area consists of approximately 103.74 acres of undeveloped land. The lead fire protection agency is the Riverside County Fire Department (RCFD).

This Fuel Modification Plan (FMP) assesses the overall (on-site and off-site) wildland fire hazards and risks that may threaten life and property associated with the proposed residential development. In addition, the FMP establishes both short and long-term fuel modification actions to minimize any projected fire hazard and risk and assigns annual maintenance responsibilities for each of the recommended fuel modification actions.



**Photo #1: Aerial Photo of the Project Area. The Arrow Points to the Project Area Lake Mathews is Located to the South.**

The purpose of this FMP is to provide hazardous fuel treatment and construction feature direction for developers, architects, builders, the RCFD, and individual lot owners to use in making the structures in the proposed project relatively safe from future wildfires. Appendices attached to this FMP that provide additional information shall be considered part of this FMP.

This FMP is based upon Tract 36730 Tract Map and current requirements of the RCFD; California Code of Regulations Title 24, Part 9 and Title 14, Section 1280; the 2019 California Fire Code (CFC) and Local Amendments including Appendices to Chapters 1 & 4 and Appendices B, F & H; Chapter 7A-California Building Code; 2019 California Residential Code (CRC) R327; California Government Code, sections 51175 through 51189; California Public Resources Code Sections 4201 through 4204; the California State and Local Responsibility Area Fire Hazard Severity Zone Map; the National Fire Protection Association (NFPA) Standard 13-D; County of Riverside Ordinance No. 460, and County of Riverside Ordinance No. 787 (as amended through 787.7).

### 1.1 General Information

Owner:	Pulte Home Company 27401 Los Altos, Suite 400 Mission Viejo, CA 92691
Approving Departments: Fire Authority:	Riverside County Fire Department

### 2.0 Wildland Fire Hazard and Risk Assessment

The following assessment is made based upon historical weather data and existing and forecasted vegetation growth within and adjacent to the proposed development.

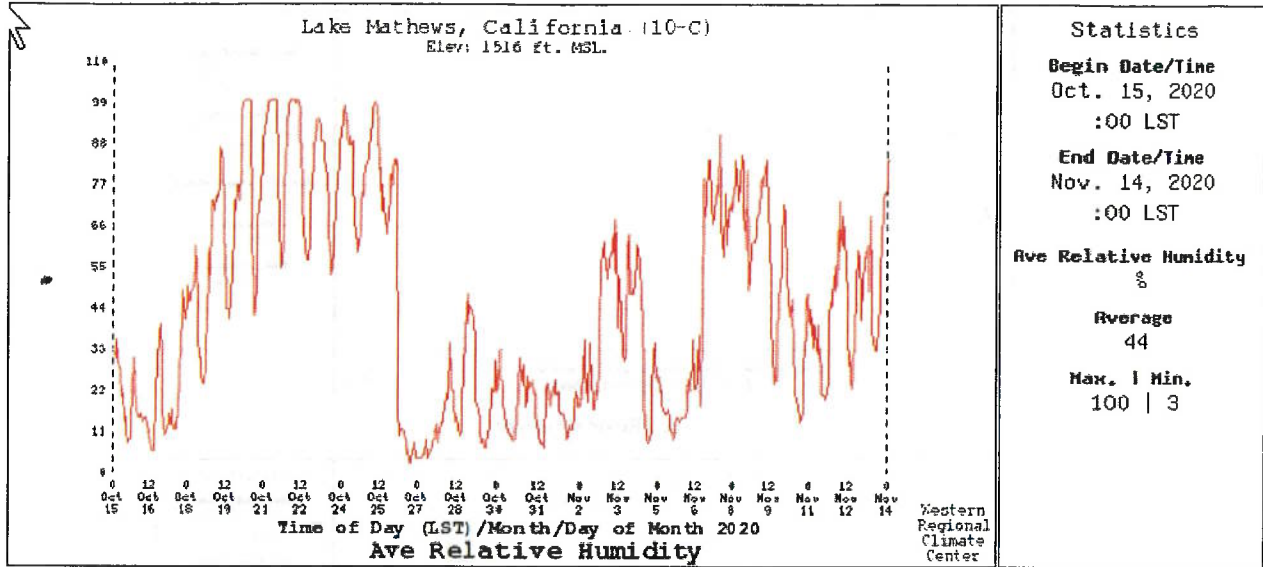
#### 2.1 Weather Review and Assessment

Weather has a dramatic influence on wildland fire behavior. The most critical weather pattern to the project area is a hot, dry, offshore wind, typically called a Santa Ana. Such wind conditions are usually associated with strong (>50 MPH), hot, dry winds with very low (<15%) relative humidity (See Illustration #1). Santa Ana winds originate over the dry desert land and can occur anytime of the year; however, they generally occur in the late fall (September through November). This is also when non-irrigated vegetation is at its lowest moisture content. The Riverside County area is considered one of the areas in southern California that is strongly influenced by powerful Santa Ana winds.

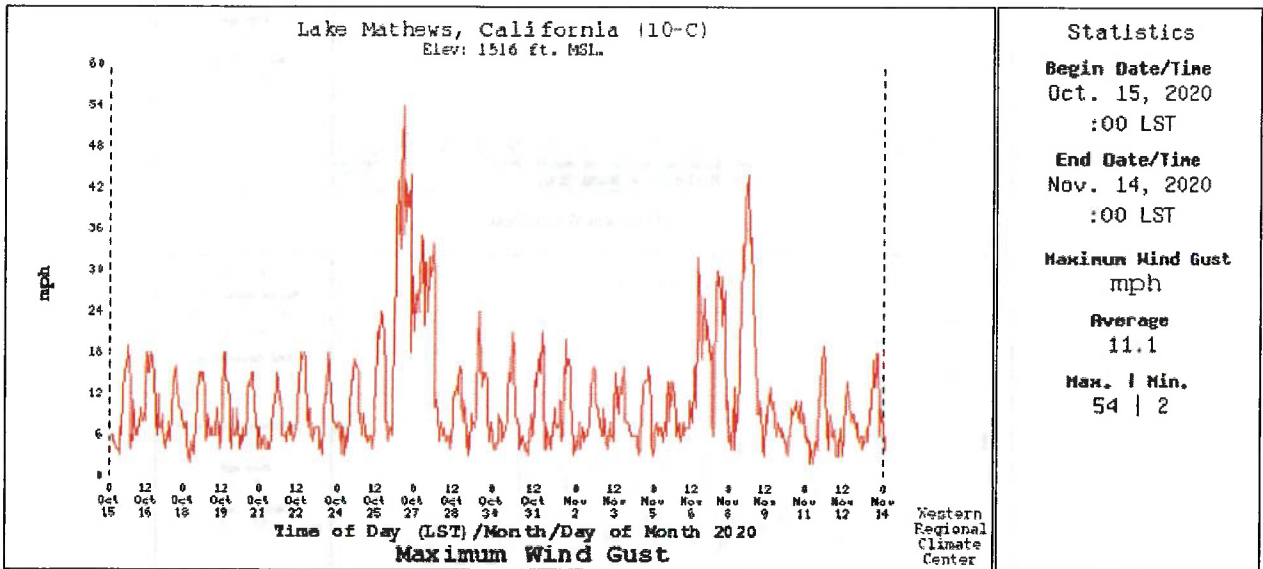
Fire Agencies throughout the western United States rely on a sophisticated system of Remote Automated Weather Stations (RAWS) to monitor weather conditions and aid in the forecasting of fire danger. The closest RAWS to the Tract 36730 project is the Lake Mathews RAWS located at Latitude 33° 49' 01" N and Longitude 117° 27 ' 49" W at an elevation of 1516 feet. The station is approximately 3.4 miles southwest of the project. The Lake Mathews RAWS is approximately 200 feet higher in elevation which is excellent for comparisons to the project site. Data for all RAWS is archived in the Western Region Climate Center in Reno, Nevada. The typical prevailing summer time wind pattern is out of the west/southwest and normally is of a much lower velocity (5-10 MPH with occasional

gusts to 20 MPH) and is associated with relative humidity readings ranging between 20% and occasionally more than 50% due to the sites proximity to onshore winds from the ocean and nearby Lake Mathews.

### Ave Relative Humidity



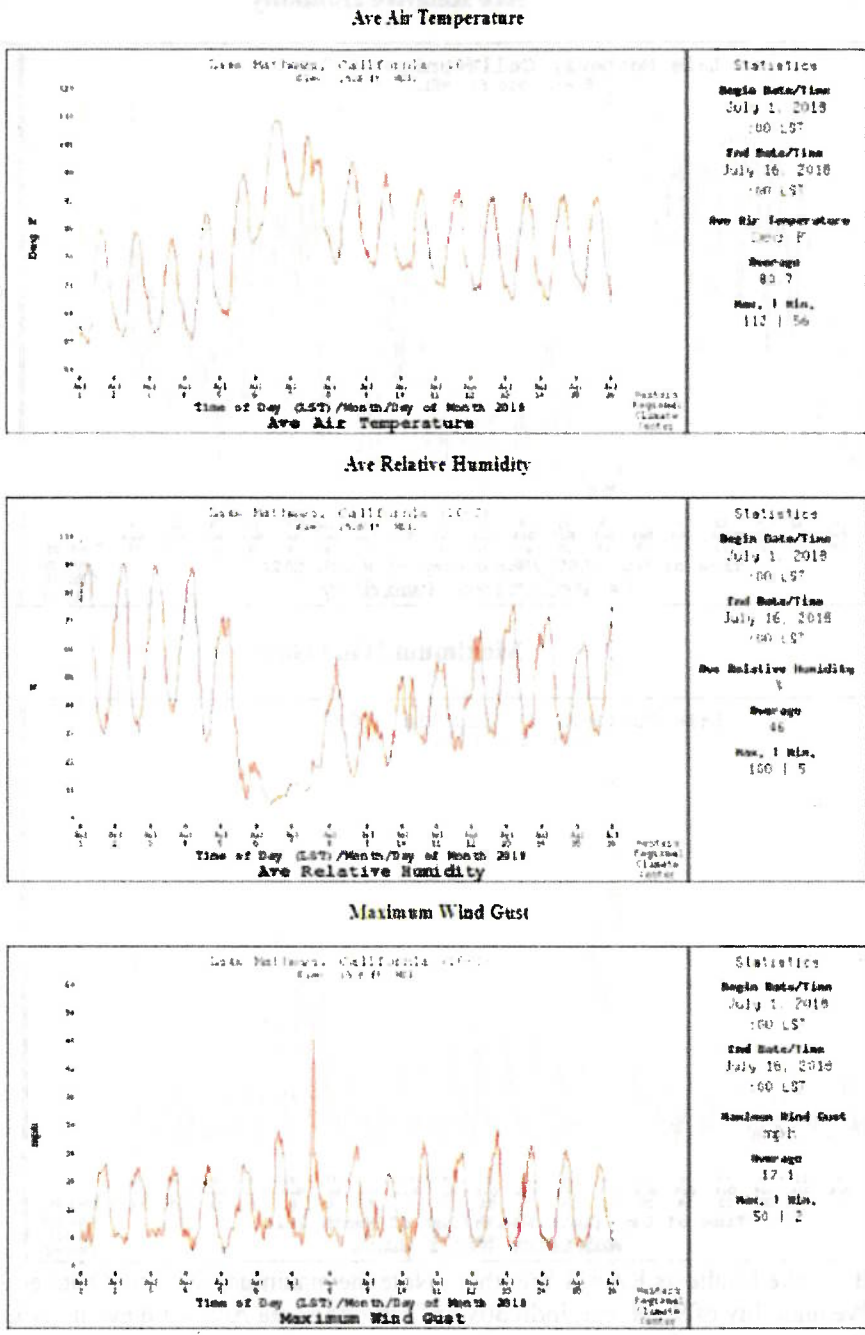
### Maximum Wind Gust



**Illustration #1** – Lake Mathews RAWS Weather. Note the maximum wind on October 26, 2020 was 54 MPH very low relative humidity of 9 percent, indicative of a strong Santa Ana wind event. High winds with very low relative humidity occur every few years, sometimes on consecutive years.

**Firewise 2000, LLC** also reviewed summer weather data to ascertain whether the subject property was subject to the Lake Elsinore Effect or other winds that are a wildland fire concern. The Lake Elsinore Effect is a localized wind phenomena that typically occurs near sunset on the north side of the Santa

Ana Mountains. This mountain range is located approximately 7 miles to the southwest of the project. Air arriving from the coast on extremely hot days in the interior valleys has been known to result in strong winds and relatively low humidity. Illustration #2 below identified such an event. This type of short duration “rare event” is a significant wildfire concern.



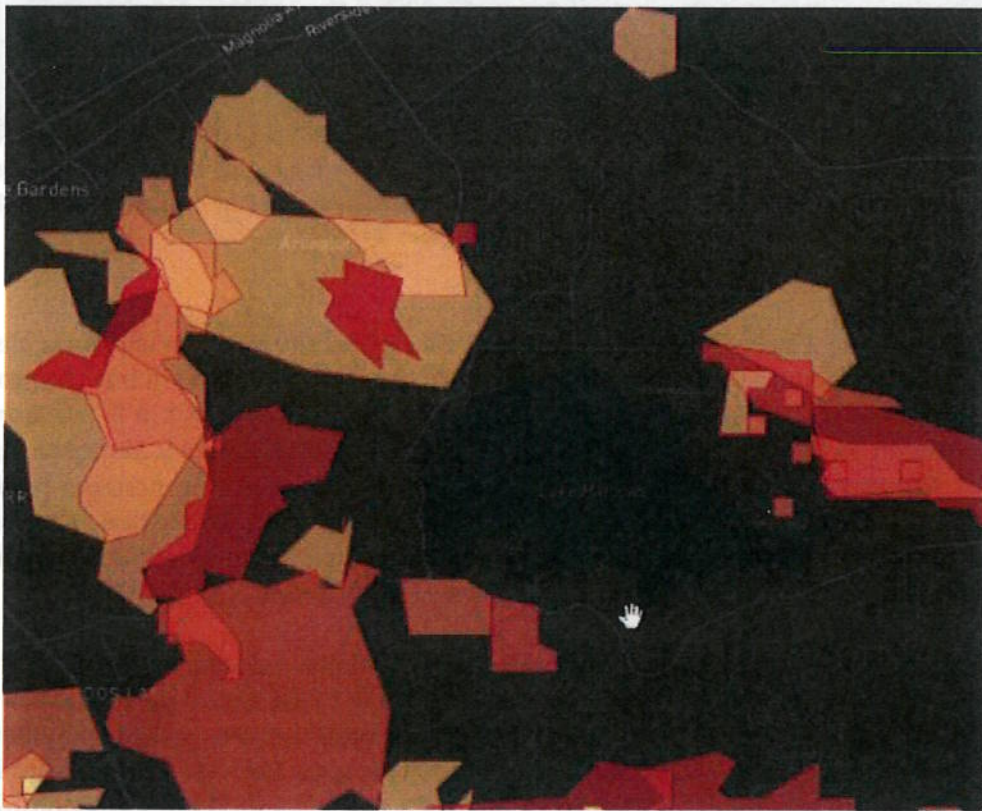
**Illustration #2 – Summer Wind.** A strong summer wind gust of 50 MPH was recorded on July 6<sup>th</sup>, 2018 with Relative Humidity of 12 percent. Two other similar strong wind gusts have occurred since the weather station was

All other (northwest, southwest and south) wind directions may be occasionally strong and gusty; however, they are generally associated with cooler moist air and have higher relative humidity (>40%). They are considered a serious wildland fire weather condition when wind speeds reach >20-MPH.

### 2.2 Off-Site Fire Hazard and Risk Assessment

Much of the Tract 36730 project is located on lightly vegetated nearly level terrain. Grading will remove all the interior fuels except for the habitat mitigation areas located along intermittent streams. Undeveloped or sparse development borders the project on the north, south and most of the eastern perimeter. Developed land is located along the entire length of the western boundary (see Photo #1). To the east of the project is an abandoned orchard. The dead trees are small but do add to the fire behavior and are a potential source of embers. The fuel treatments identified in Section 6.0 will mitigate these vegetative fire threats.

Fire History of the past 100 years was obtained from the Cal Fire Perimeter data base shows that no large fires have burned the subject property since record keeping began. As shown below in Photo #2, large fires have occurred to the east and west and several others in the vicinity. The most recent large fire was the Lakepointe fire of 2012 which burned approximately 1.5 miles to the west of the project. It should be noted that Cal Fire's data on this map shows brush fires that burned more than 50 acres and grass fires that burned more than 300 acres. Smaller fires are not shown as they are seldom mapped unless they caused a significant amount of damage or loss of life.



**Illustration #3 – Fire History.** Several large fires have burned in the area but none in the past 50 years within the project site.



**Photo #2 – Looking Northwest Near the Northern Property Line and Lot 215. Note the Rock outcroppings Along the Ridge that Breaks up the Vegetation. A Home on the Adjacent Land is Located Out of Sight Behind the Ridge Near the Palm Trees.**

***Northern Boundary Fuels*** – The north boundary affected by fire behavior is in three distinct locations. The first is along the northern perimeter where slopes are typically downhill into the project (See Photo #2). A secondary northern boundary is located along the south side of Lot B that contains protected habitat where no fuel treatment is allowed (See Photo #3). The third area is along the northern property line in the NE corner where another area of protected habitat exists. The northern boundary as shown in Photo #2 consists of native and non-native grasses and weeds, buckwheat, and sage. Along the northeast boundary where there is protected habitat, many riparian species including willow and coyote bush exist along with introduced palm trees, castor bean, and other exotic species.

Within the riparian areas, a plan to restore the habitat has been prepared by the project Biologist, ESA (Environmental Science Associates) of Irvine, CA. Many of the exotic plants such as palm trees will be removed which is beneficial. However, the plant material that is to remain and planted will contain phorophytes that typically would be treated to reduce their susceptibility to fire and fire intensity should it burn. The typical fuel model for northern boundary as shown in Photo 2 is a combined fuel model of sh5 – High Load, Dry Climate Shrub (50%) and Gr4 - Moderate Load Dry Climate Grass (50%).





**Photo #3 – Looking E Across Lot B, that Contains an Intermittent Stream and Associated Protected Habitat in Which No Fuel Treatment Can Occur.**

Along the northern boundary of Lot 'B' as shown in Photo #3 above are entirely different fuel types due to the presence of an intermittent stream. The vegetation tends to be heavier and taller. To the projects benefit, Lot 'B' is oriented NW to SE which makes it less susceptible to burning as a high intensity head fire. Lot 'B' ranges from 70 to 130 in width and is several hundred feet in length. Concern will be for a fire burning under "worst case" Santa Ana wind conditions of 60 MPH and during a 50 MPH 'rare event' strong summer wind on extremely hot days as identified in Illustration #2. The homes likely to be impacted by such a fire are located on lots 10-18. The typical fuel model for this northern boundary as currently shown in Photo #3 is a combined fuel model of sh5 – High Load, Dry Climate Shrub (50%) and Gr4 - Moderate Load Dry Climate Grass (50%).

The third northern boundary area that is a concern is the NE corner of the project that contains Lot 'M' (See Photo #4). Lot 'M' is exposed to hundreds of acres of wildland vegetation to the NE. An intermittent streambed passes through the lot which will become protected habitat. The vegetation along the streambed is much lighter than found in Lot 'B' which is beneficial. To the projects benefit, a large manufactured slope of approximately 40 to 80 feet in width will abut lots 265 thru 272 along their NE lot boundary. The typical fuel model for this portion of the northern boundary following the removal of exotic species and the planting of several native species is a combined fuel model of sh2 – Moderate Load, Dry Climate Shrub (50%) and Gr4 - Moderate Load Dry Climate Grass (50%).



**Photo 4 – NE Protected Habitat.** Looking NE across Lot M, that contains an Intermittent Stream and Associated Protected Habitat in which no Fuel Treatment can occur. Note also the many scattered dead trees in the foreground that will be removed during grading.

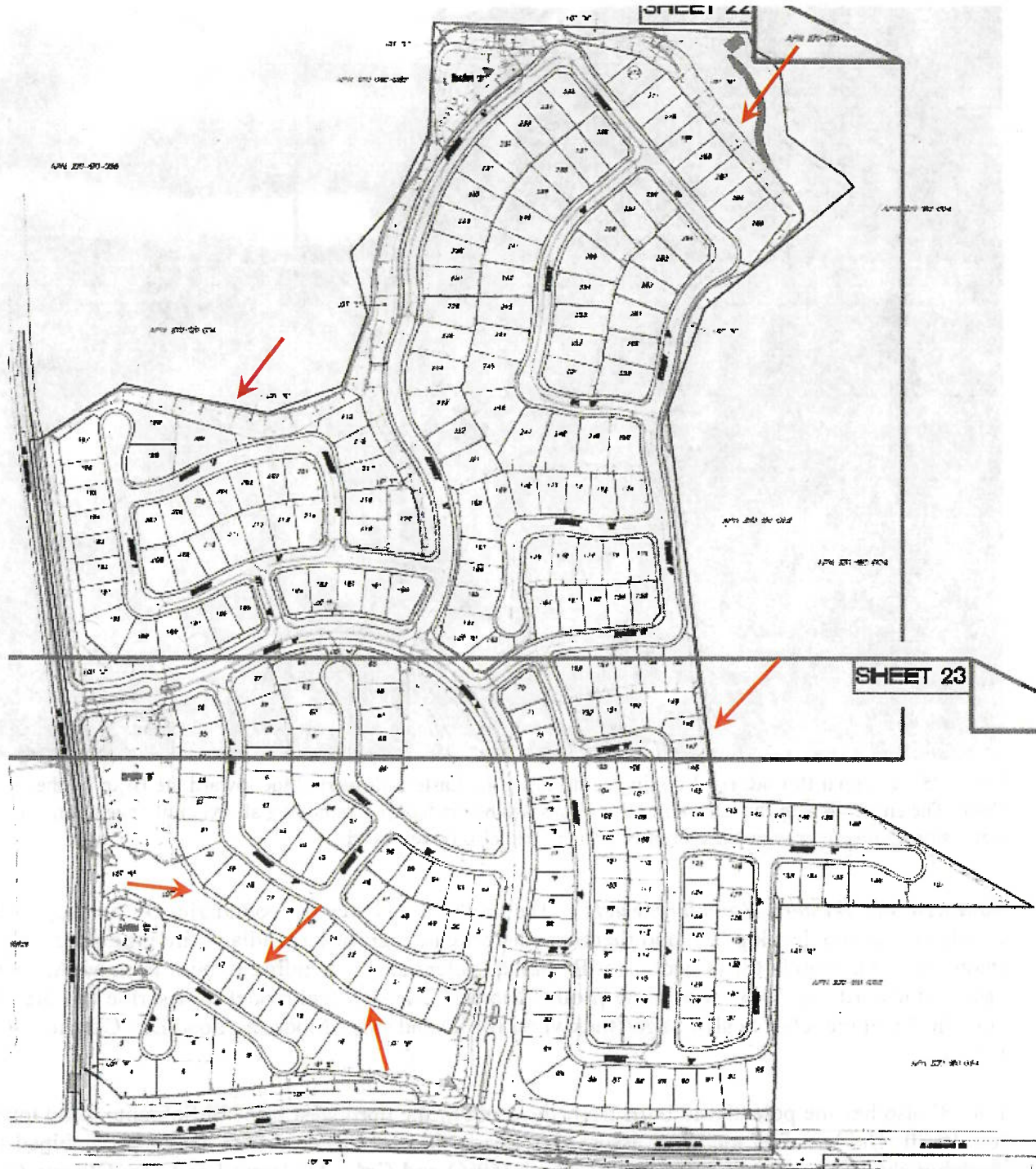
***Eastern Boundary Fuels*** –The southern portion of the eastern boundary adjacent to El Sobrante Road abuts an existing home and an associated business. Slopes are nearly level. The project design incorporates a road along a portion of the east side of the project which is beneficial. The vegetation in this area consists of native and non-native grasses, weeds including but not limited to scattered buckwheat, tree of heaven and scattered dead trees that were part of an orchard. Without human intervention the vegetated area to the east is likely to continue to support a combination of grass and scattered Coastal Sage Scrub vegetation as shown in Photos #5. The typical fuel model for this eastern boundary is a combined fuel model of SCAL18 Sage/Buckwheat (85%) and sh2 – Moderate Load Dry Climate Shrub (15%). A fire approaching the subdivision from the east may encounter some fuels with higher moisture content, especially in early summer due to the presence of a intermittent streambed which may reduce the fire intensity for a short period of time. The eastern boundary is relatively flat and broken up by dirt trails and roads.



**Photo #5 – Eastern Boundary.** Looking south along the Eastern Property Line toward the Lake Mathews Dam. The entire area on the left side of the photo will be graded thus removing all existing vegetation. A water storage reservoir which is currently present will also be removed.

***Southern and Western Boundary Fuels*** – The southern and western boundaries of the project abut existing roads and development and therefore there are no significant wildland fire issues present (see Photos #4 &5). Within the project, Lot ‘B’ has the potential for a wildfire to burn from McAllister St eastward toward lots 19-30 within the protect habitat. The best fuel model to describe this area is a combined fuel model of Scal18 Sage/Buckwheat (85%) and sh2 – Moderate Load Dry Climate Shrub (15%).

Lot ‘B’ also has the potential to burn from the south to the northwest from El Sobrante Road toward lots 19-30. The best fuel model to assess this area is the same as described above, a combined fuel model of sh5 – High Load, Dry Climate Shrub (50%) and Gr4 - Moderate Load Dry Climate Grass (50%). See illustration #4 for the locations of all the areas of wildfire concern.



**Illustration #4 – Assessment Areas for Fire Behavior.** The red arrows above point to areas where there are wildland fire concerns for which fire behavior calculations were developed (See Section 3.1).

**2.3 On-Site Fire Hazard and Risk Assessment**

All the native and exotic vegetation within the Tract will be cleared during the grading process and replaced with houses, a recreation center with pool, infrastructure, and irrigated landscaping with the exception of Lot ‘B’ and Lot ‘M’.

The greatest fire concern will be a north or northeast wind condition which would tend to push a fire that begins outside of the tract through the undeveloped land located to the north and east and against the north and eastern sides of the tract. Embers from a fire burning outside the tract could land anywhere within the subdivision which is also a concern. Fire could also spread northwesterly within Lot 'B', especially during high winds and temperatures and low humidity.

### **3.0 Predicting Wildland Fire Behavior**

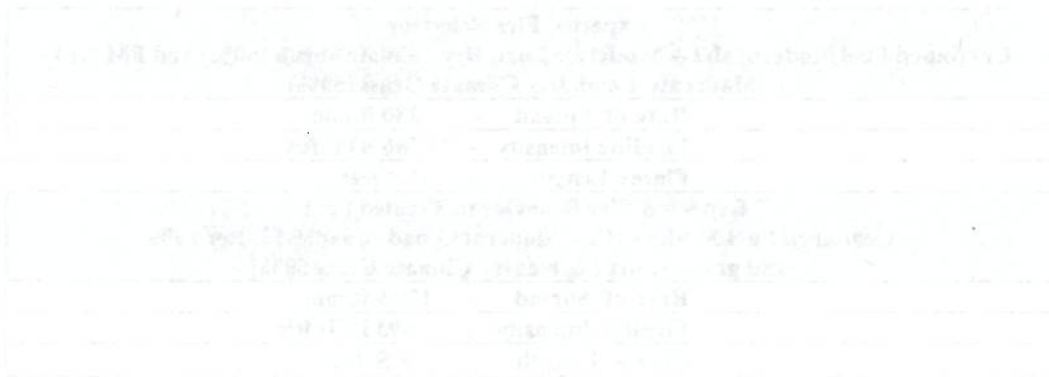
The BEHAVE Plus 5.0.5 Fire Behavior Prediction and Fuel Modeling System developed by USDA–Forest Service research scientists Patricia L. Andrews and Collin D. Bevens at the Intermountain Forest Fire Laboratory, Missoula, Montana, is one of the best systematic methods for predicting wildland fire behavior. The BEHAVE Plus fire behavior computer modeling system is utilized by wildland fire experts nationwide.

Wildland fire managers use the BEHAVE Plus modeling system to project expected fire intensity, rate-of-spread and flame lengths with a reasonable degree of certainty for use in Fire Protection Planning. *FIREWISE 2000, LLC* used the BEHAVE Plus 5.0.5 Fire Behavior Prediction Model to make the fire behavior assessments for the Tract 36730 project discussed below.

#### **3.1 Wildland Fire Behavior Calculations for the Off-site and On-site Hazardous Vegetative Fuels**

Wildland fire behavior calculations have been projected for the hazardous vegetative fuels located adjacent to, within and bordering the proposed Tract 36730 project. These projections were based on “worst case” Riverside County fire weather assumptions in the vicinity of the project area and from project site observations and fuel moisture levels typically observed during the local fire season. Weather data was obtained from the Lake Mathews RAWS (Remote Automatic Weather Station) which is the closest station to the project area.

Six (6) scenarios are depicted below in Tables 3.1.1 thru 3.1.6. Each of these scenarios were individually calculated using the BEHAVE PLUS Fire Modeling System for both wildland and treated fuels. All tables display the expected Rate of Fire Spread (expressed in feet/minute), Flame Length (expressed in feet), and Fireline Intensity (expressed in British Thermal Units/foot/second and include the calculation inputs used in the BEHAVE Plus program. The tables also show the change in Rate of Fire Spread, Flame Length, and Fireline Intensity following the completion of the required fuel treatments where they can be implemented.



<b>Table 3.1.1</b> <b><i>Fire Scenario #1 (North of Lot 198)</i></b> <b><i>(Late Fire Season With 60 MPH North and Northeast Wind Conditions)</i></b>	
<b>Fire Behavior Calculation Input Data</b> <ul style="list-style-type: none"> <li>• 15 percent slope</li> <li>• 60 mph 20-foot wind speed</li> <li>• 225° aspect from north</li> <li>• 45° wind direction from north</li> </ul>	<b>Anticipated Fuel Moistures</b> <ul style="list-style-type: none"> <li>* 1-Hour Fine Fuel Moisture of.....2%</li> <li>* 10-Hour Fuel Moisture of.....3%</li> <li>* 100-Hour Fuel Moisture of.....5%</li> <li>* Live Herbaceous Fuel Moisture of.....30%</li> <li>* Live Woody Fuel Moisture of.....50%</li> </ul>
<b>Expected Fire Behavior</b> <b>Combined Fuel Model of SCAL18 – Sage/Buckwheat (85%) and gr2 – Moderate Load Dry Climate Grass (15%)</b>	
<b>Rate of Spread - 480 ft/min</b>	
<b>Fireline Intensity - 23,480 BTU/ft/s</b>	
<b>Flame Length - 46.1 feet</b>	
<b>Expected Fire Behavior in Treated Fuels</b> <b>Combined Fuel Model - [tl6 – Moderate Load Broadleaf Litter 50% and gr1 – Short Sparse Dry Climate Grass 50%]</b>	
<b>Rate of Spread - 173.3 ft/min</b>	
<b>Fireline Intensity - 590 BTU/ft/s</b>	
<b>Flame Length - 8.5 feet</b>	

<b>Table 3.1.2</b> <b><i>Fire Scenario #2 (Northern Boundary of Lots 265-272 Abutting Lot 'M')</i></b> <b><i>Fire Approaching from the North</i></b> <b><i>(Late Fire Season With 60 MPH Northeast or East Wind Conditions)</i></b>	
<b>Fire Behavior Calculation Input Data</b> <ul style="list-style-type: none"> <li>• 10 percent slope</li> <li>• 60 mph 20-foot wind speed</li> <li>• 45° aspect from north</li> <li>• 45° wind direction from north</li> </ul>	<b>Anticipated Fuel Moistures</b> <ul style="list-style-type: none"> <li>* 1-Hour Fine Fuel Moisture of.....2%</li> <li>* 10-Hour Fuel Moisture of.....3%</li> <li>* 100-Hour Fuel Moisture of.....5%</li> <li>* Live Herbaceous Fuel Moisture of.....30%</li> <li>* Live Woody Fuel Moisture of.....50%</li> </ul>
<b>Expected Fire Behavior</b> <b>Combined Fuel Model of sh2 – Moderate Load Dry Climate Shrub (50%) and FM Gr4 – Moderate Load, Dry Climate Grass (50%)</b>	
<b>Rate of Spread - 230 ft/min</b>	
<b>Fireline Intensity - 23,786 BTU/ft/s</b>	
<b>Flame Length - 46.4 feet</b>	
<b>Expected Fire Behavior in Treated Fuels</b> <b>Combined Fuel Model - [tl6 – Moderate Load Broadleaf Litter 50% and gr1 – Short Sparse Dry Climate Grass 50%]</b>	
<b>Rate of Spread - 179.9 ft/min</b>	
<b>Fireline Intensity - 593 BTU/ft/s</b>	
<b>Flame Length - 8.5 feet</b>	

<b>Table 3.1.3</b> <b><i>Fire Scenario #3 (North of Lots 10-18 Within Lot 'B')</i></b> <b><i>Fire Approaching from the North</i></b> <b><i>(Late Fire Season With 60 MPH Northeast and East Wind Conditions)</i></b>	
<b>Fire Behavior Calculation Input Data</b> <ul style="list-style-type: none"> <li>• 10 percent slope</li> <li>• 60 mph 20-foot wind speed</li> <li>• 45° aspect from north</li> <li>• 45° wind direction from north</li> </ul>	<b>Anticipated Fuel Moistures</b> <ul style="list-style-type: none"> <li>* 1-Hour Fine Fuel Moisture of.....2%</li> <li>* 10-Hour Fuel Moisture of.....3%</li> <li>* 100-Hour Fuel Moisture of.....5%</li> <li>* Live Herbaceous Fuel Moisture of.....30%</li> <li>* Live Woody Fuel Moisture of.....50%</li> </ul>
<b>Expected Fire Behavior</b> <b>Combined Fuel Model of sh5 – High Load Dry Climate Shrub (50%) and FM Gr4 – Moderate Load, Dry Climate Grass (50%)</b>	
<b>Rate of Spread - 1,491 ft/min</b>	
<b>Fireline Intensity - 38,453 BTU/ft/s</b>	
<b>Flame Length - 57.8 feet</b>	
<b>Expected Fire Behavior in Treated Fuels</b> <b>Combined Fuel Model - [tl6 – Moderate Load Broadleaf Litter 50% and gr1 – Short Sparse Dry Climate Grass 50%]</b>	
<b>Rate of Spread - 173.9 ft/min</b>	
<b>Fireline Intensity - 593 BTU/ft/s</b>	
<b>Flame Length - 8.5 feet</b>	

<b>Table 3.1.4</b> <b><i>Fire Scenario #4 (East Boundary Line East of Lots 145-149)</i></b> <b><i>Fire Approaching from the East</i></b> <b><i>(Late Fire Season With 60 MPH Northeast and East Wind Conditions)</i></b>	
<b>Fire Behavior Calculation Input Data</b> <ul style="list-style-type: none"> <li>• 15 percent slope</li> <li>• 60 mph 20-foot wind speed</li> <li>• 150° aspect from north</li> <li>• 45° wind direction from north</li> </ul>	<b>Anticipated Fuel Moistures</b> <ul style="list-style-type: none"> <li>* 1-Hour Fine Fuel Moisture of.....2%</li> <li>* 10-Hour Fuel Moisture of.....3%</li> <li>* 100-Hour Fuel Moisture of.....5%</li> <li>* Live Herbaceous Fuel Moisture of.....30%</li> <li>* Live Woody Fuel Moisture of.....50%</li> </ul>
<b>Expected Fire Behavior</b> <b>Combined Fuel Model of SCAL18 – Sage/Buckwheat (85%) and sh2 – Moderate Load Dry Climate Shrub (15%)</b>	
<b>Rate of Spread - 393 ft/min</b>	
<b>Fireline Intensity - 23,690 BTU/ft/s</b>	
<b>Flame Length - 46.3 feet</b>	
<b>Expected Fire Behavior in Treated Fuels</b> <b>Combined Fuel Model - [tl6 – Moderate Load Broadleaf Litter 50% and gr1 – Short Sparse Dry Climate Grass 50%]</b>	
<b>Rate of Spread - 73.3 ft/min</b>	
<b>Fireline Intensity - 590 BTU/ft/s</b>	
<b>Flame Length - 8.5 feet</b>	

<b>Table 3.1.5</b> <b><u>Fire Scenario #5 (South of Lots 19-30 Within Lot 'B')</u></b> <b><u>Fire Approaching from the South</u></b> <b><u>(Summer Fire Season With 50 MPH South or Southeast Wind Conditions)</u></b>	
<b>Fire Behavior Calculation Input Data</b> <ul style="list-style-type: none"> <li>• 15 percent slope</li> <li>• 50 mph 20-foot wind speed</li> <li>• 225° aspect from north</li> <li>• 135° wind direction from north</li> </ul>	<b>Anticipated Fuel Moistures</b> <ul style="list-style-type: none"> <li>* 1-Hour Fine Fuel Moisture of.....2%</li> <li>* 10-Hour Fuel Moisture of.....3%</li> <li>* 100-Hour Fuel Moisture of.....5%</li> <li>* Live Herbaceous Fuel Moisture of.....30%</li> <li>* Live Woody Fuel Moisture of.....60%</li> </ul>
<b>Expected Fire Behavior</b> <b>Combined fuel model of sh5 – High Load, Dry Climate Shrub (50%) and Gr4 - Moderate Load Dry Climate Grass (50%).</b>	
<b>Rate of Spread - 1,113 ft/min</b>	
<b>Fireline Intensity - 26,542 BTU/ft/s</b>	
<b>Flame Length - 48.8 feet</b>	
<b>Expected Fire Behavior in Treated Fuels</b> <b>Combined Fuel Model - [tl6 – Moderate Load Broadleaf Litter 50% and gr1 – Short Sparse Dry Climate Grass 50%]</b>	
<b>Rate of Spread - 131.4 ft/min</b>	
<b>Fireline Intensity - 452 BTU/ft/s</b>	
<b>Flame Length - 7.5 feet</b>	

<b>Table 3.1.6</b> <b><u>Fire Scenario #6 (South of Lots 19-30 Within Lot 'B')</u></b> <b><u>Fire Approaching from the West</u></b> <b><u>(Summer Fire Season With 30 MPH West or Southwest Wind Conditions)</u></b>	
<b>Fire Behavior Calculation Input Data</b> <ul style="list-style-type: none"> <li>• 10 percent slope</li> <li>• 30 mph 20-foot wind speed</li> <li>• 225° aspect from north</li> <li>• 225° wind direction from north</li> </ul>	<b>Anticipated Fuel Moistures</b> <ul style="list-style-type: none"> <li>* 1-Hour Fine Fuel Moisture of.....2%</li> <li>* 10-Hour Fuel Moisture of.....3%</li> <li>* 100-Hour Fuel Moisture of.....5%</li> <li>* Live Herbaceous Fuel Moisture of.....30%</li> <li>* Live Woody Fuel Moisture of.....60%</li> </ul>
<b>Expected Fire Behavior</b> <b>Combined fuel model of sh2 – Moderate Load, Dry Climate Shrub (50%) and Gr4 - Moderate Load Dry Climate Grass (50%).</b>	
<b>Rate of Spread - 328 ft/min</b>	
<b>Fireline Intensity - 5,910 BTU/ft/s</b>	
<b>Flame Length - 24.4 feet</b>	
<b>Expected Fire Behavior in Treated Fuels</b> <b>Combined Fuel Model - [tl6 – Moderate Load Broadleaf Litter 50% and gr1 – Short Sparse Dry Climate Grass 50%]</b>	
<b>Rate of Spread - 61.7 ft/min</b>	
<b>Fireline Intensity - 216 BTU/ft/s</b>	
<b>Flame Length - 5.3 feet</b>	



## **4.0 Assessing Structure Ignitions in the Wildland/Urban Interface**

Structure ignitions from wildland wildfires come from three sources of heat: convective firebrands (flying embers), direct flame impingement, and radiant heat. The Behave Plus Fire Behavior Computer Modeling Program does not address wind blown embers or firebrands from a structure ignition perspective. However, ignition resistant exterior building materials will be used in the construction of the Tract 36730 development that will significantly reduce the threat from embers (see APPENDIX 'D' for the description of ignition resistive construction), radiant and convective heat issues are addressed in this FMP.

### **4.1 Firebrands**

Firebrands are pieces of burning materials that detach from a burning fuel due to the strong convection drafts in the flaming zone. Firebrands may also be referred to as embers. Firebrands can be carried a long distance (one mile or more) by fire drafts and strong winds. Severe wildland/urban interface fires can produce heavy showers of firebrands. The chance of these firebrands igniting a structure will depend on the number and size of the firebrands, how long it burns after contact, and the type of building materials, building design, and construction features of the structure. Firebrands landing on combustible roofing and decks are common sources for structure ignition. They can also enter a structure through unscreened vents, decks and chimneys, unprotected skylights, and overhangs.

Even with non-combustible roofing, firebrands landing on leaves, needles, and other combustibles located on a roof (due to lack of maintenance) can cause structure ignition. Any open windows, doors or other types of unscreened openings are sources for embers to enter a structure during a wildland fire. If these maintenance issues are addressed on a regular basis, firebrands should not be a concern for the Tract 36730 residences as the buildings will be constructed with ignition resistant building materials.

### **4.2 Radiant Heat/Direct Flame Impingement**

Radiation and convection describe the means of transfer of heat directly from a flame. Unlike radiation heat transfer, convection requires that the flames or heat column contact the structure. An ignition from radiation (given an exposed flammable surface) heat transfer depends on two aspects of the flame: 1) the radiant heat flux to a combustible surface, and 2) the duration (length of time) of the radiant flux. The radiant heat flux depends on the flame zone size, flame-structure distance, and how much the combustible material of the structure is exposed to the flame. While the flame from a wildfire may approach 1,800 degrees Fahrenheit, it is the duration of heat that is more critical. For an example, a blow torch flame typically approaches 2,100 degrees Fahrenheit yet a person can easily pass their hand through the flame. Heat duration only becomes critical to a home with a wood exterior surface if the heat is allowed to remain for 30-90 seconds.

Research scientist Jack Cohen of the United States Forest Service has found that a home's characteristics--its exterior materials and design--in relation to the immediate area around a home within 100 feet principally determine the home ignition potential. He calls the home and its immediate surroundings the "home ignition zone". In a study of ignition of wood wallboard, tests by a USDA Forest Service research team described in the Proceedings of the 1st International Fire and Materials Conference showed that flame impingement for sufficient length of time (approximately 1 min.) ignites a typical hardboard siding material. Since the requirement in this FMP is for non-combustible walls or 1-hour rated fire resistive construction for the exterior portion of a structure, the likelihood of the homes' exteriors reaching ignition temperature is very unlikely due to either radiant or convective heat.

Fire agencies consider fuel treatment as a principal approach to wildland fire hazard reduction. Whenever the flame length, 1-2 minutes in duration or more, is equal to or more than the separation of combustible vegetation from a combustible structure, there is a high probability of structure ignition. Contact with a fire's convection heat column also may cause ignition but the temperature of the column's gases is generally not hot enough or long enough in duration to sustain the ignition of the structure.

Comparing the expected wildland fire behavior projections in each of the scenarios depicted in Section 3.1 against the required fuel modification zones outlined in Section 6.0, demonstrate substantial reductions in the expected flame length and fireline intensity.

By requiring the structures exposed to the threat of wildfire to incorporate the following guidelines, those structures will be provided with the most effective treatment for minimizing losses from flame impingement and associated radiant heat intensities.

- Each structure is constructed of ignition resistant building materials.
- The area surrounding each structure contains an irrigated Zone 1 (defensible space) and a Thinning Zone 2 (low fuel volume buffer strip) between the irrigated zone and the untreated fuels.

#### **4.3 Fire Resistant Plant Palette**

Wildland fire research has shown that some types of plants, including many natives, are more fire resistant than others. These low fuel volume, non-oily, non-resinous plants are commonly referred to as "fire resistant". This term comes with the proviso that each year these plants are pruned, all dead wood is removed and all grasses or other plant material are removed from beneath the circumference of their canopies. Some native species are not considered "undesirable" from a wildfire risk management perspective provided they are properly maintained year round. Refer to APPENDIX 'A' for a list of prohibited plant species.

### **5.0 Fire Department Response Times**

The proposed project is within the El Sobrante census tract in Riverside County, CA. Fire protection is provided by the Riverside County Fire Department. RCFD Fire Station #82 located at 17452 Lakepoint Dr, in Riverside is approximately 1.9 miles and five (5) minutes driving time to the furthest point in the development. RFD Fire Station #12, located at 10692 Indiana Avenue in Riverside is approximately 4.7 miles and (10) minutes driving time to the furthest point in the development. Fire Station #82 would typically be the first engine to respond to the proposed development. Additional agencies such as nearby cities would also respond equipment under mutual aid agreements but would likely arrive after RCFD engines were on-scene.

Although RCFD Fire Station #82 and Riverside Fire Department Station #12 engines may be 5 – 10 minutes away, there is no assurance that either engine company will be in their station on the day a wildfire threatens the Tract 36730 development. Engines may respond from other stations located further away or from other incidents. On high/extreme fire danger days there often may be multiple fire starts and engine companies may be already deployed on other incidents. Therefore **Firewise 2000, LLC** planned projects use "defensible space", ignition resistant building features, and key fuel

treatment strategies that enable residents to substantially increase their ability to survive a wildfire on their own and without the loss of their structure. The goal of this FMP, therefore, is to make the Tract 36730 project and its occupants as safe as possible and be able to survive on their own until such time as firefighting equipment arrives and/or residents can be safely evacuated.

## **6.0 Fuel Treatment Zone Descriptions and Required Treatments**

Below are the descriptions and required treatments for the Fuel Treatment Zones. All distances in this report are measured horizontally. These distances are depicted on the enclosed Fuel Modification Map (Section 11.0). The required 100 feet of fuel modification cannot be achieved within the project along the northern and southern boundary of interior Lots 10-31, the southern boundary of lots 85-93, and the northern boundary of perimeter Lots 265-271 due to protected habitat. The combination of standard and additional construction features outlines in Section 7.0 combined with individual lot owner Zone 1A landscaping should be more than sufficient to provide protection from the projected 57.8 foot flame lengths in the untreated fuels before reaching the treated areas under a worst case scenario Santa Ana driven fire or strong summer wind with high temperatures and low humidity.

The developer as of the date of this report has not been able to secure off-site fuel treatment easements along the eastern and northern boundaries that would allow for the creation of 100 feet of fuel treatment from each home for several perimeter lots. These perimeter lots are identified in Sections 7.2.1 and 7.2.2 shall require significantly increased construction features based on the on-site space between each home and the project boundary. The combination of on-site Zone 1A landscaping plus the construction features described in Section 7.2.1 and 7.2.2 should be sufficient to provide protection from wildfire.

The homeowners shall be responsible for maintaining Fuel Modification Zones on their lots. The HOA is responsible for maintaining Fuel Modification Zones outside the lot boundaries. In the event a home is repossessed, the unit/agency holding title to the lot will be responsible for the maintenance on the lot.

The herein required fuel treatments described below shall be provided by the developer prior to any combustible material being placed on the site or the commencement of construction.

### **6.1 Vegetation Management Zone 1A - Lot Owner Maintained (*Shown as No Color on the Fuel Modification Map*)**

#### **Defined**

Fuel Treatment Zone 1A is an irrigated zone, commonly called the defensible space zone, and shall be free of all combustible construction and materials. It is measured from the exterior walls of the structure or from the most distal point of a combustible projection, an attached accessory structure, or an accessory structure within 10 feet of a habitable structure to the lot boundary. It provides the best protection against the high radiant heat produced by a wildfire and a generally open area in which fire suppression forces can operate during wildfire events. This zone includes a level or level-graded area around the structure. The zone encompasses all of each homeowner's lot.

#### **Required Landscaping**

- Plants in this zone need to be fire resistant and shall not include any pyrophytes that are high in oils and resins such as pines, eucalyptus, cedar, cypress or juniper species. Plants used in fuel

modification zones should exhibit the following qualities to be the most “fire resistant: thick, succulent or leathery leaf species with high moisture content; tendency to produce limited litter; the presence of high salt levels or similar compounds which may contribute to fire resistance; ability to withstand drought; and the ability to withstand severe pruning.

- Zone 1A will be cleared of all fire prone and undesirable plant species (see APPENDIX ‘A’).
- Landscape designs using hardscape features such as driveways, swimming pools, concrete, rock, pavers, and similar non-combustible features to break up fuel continuity within Zone 1 are encouraged.
- Landscaping shall be irrigated and primarily consist of fire-resistant, maintained native or ornamental plantings.
- Shrubs shall be low-growing and approved by the RCFD. Mature height of plants shall not exceed 18 inches.
- Trees are to be planted such that the mature canopies will be at least 10 feet from the exterior walls of the structure or from the most distal point of a combustible projection, an attached accessory structure, or an accessory structure within 10 feet of a habitable building.

#### **Required Maintenance**

- Lots shall be maintained year round by the individual property owners within their property boundary (lot lines) and the HOA outside the lot as required by this FMP or the RCFD.
- Remove and replace any dead or dying plant material monthly.
- Trees must be maintained to have a minimum of six feet of vertical separation from low growing, irrigated vegetation beneath the canopy of each tree.
- All trees must be maintained to the current ANSI A300 standards [*Tree, Shrub, and Other Woody Plant Maintenance —Standard Practices (Pruning)*] (see [http://www.tcia.org/TCIA/TCIA/BUSINESS/A300\\_Standards/A300\\_Standards.aspx](http://www.tcia.org/TCIA/TCIA/BUSINESS/A300_Standards/A300_Standards.aspx)).

#### **6.2 Vegetation Management Zone 1B - HOA Maintained (Shown as **Blue** on the Fuel Modification Map)**

##### **Defined**

Zone 1B is an irrigated zone that includes manufactured slopes, parks, and along roadways that is maintained by the HOA.

##### **Required Landscaping**

Same as Zone 1

##### **Required Maintenance**

Same as Zone 1

#### **6.3 Vegetation Management Zone 2A – Off-Site Weed and Dead Orchard Abatement by HOA (Shown as **Yellow** on the Fuel Modification Zone Map)**

##### **Defined**

Vegetation Management Zone 2A is a transition area between the strict requirements of irrigated Zones 1A and 1B and undisturbed native vegetation on adjoining land that was previously farmed. As of the writing of this plan, the developer is seeking off-site fuel treatment easements with multiple landowners. Should the easements not be secured, the additional building features described in Section 7.2 will be required in lieu of fuel treatment.

Should the off-site easements be established, the HOA would be allowed to enter upon and perform the required maintenance listed below:

- Thin the native vegetation to a point where 50% open space is created.
- Remove all dead woody debris and exotic or native flammable vegetation (see APPENDIX 'A').
- Retain root systems to protect hillsides from erosion.
- Annually maintain all tree crowns to keep a separation of six feet between the ground fuels (shrubs and ground covers) and the lower limbs.
- All trees must be maintained to the current ANSI A300 standards [*Tree, Shrub, and Other Woody Plant Maintenance — Standard Practices (Pruning)*] (see [http://www.tcia.org/TCIA/TCIA/BUSINESS/A300\\_Standards/A300\\_Standards.aspx](http://www.tcia.org/TCIA/TCIA/BUSINESS/A300_Standards/A300_Standards.aspx))
- Annually prune vegetation to maintain a 50% thinning from the original vegetation cover.
- Native and exotic annual and perennial grasses will be allowed to grow and produce seed during the winter and spring. As grasses begin to cure (dry out), they will be cut or mowed to 4 inches or less in height.

#### **6.4 Fuel Treatment Zone 2B – HOA Maintained Detention Basins (Shown as **Grey** on the Fuel Modification Zone Map).**

##### **Defined**

Zone 2B is a non-irrigated thinning zone that is a minimum of 50 feet in width. The zone starts at the lot boundary that is common with a detention basin. Detention basins are unique in that the vegetation is likely to grow following winter storms and runoff created by irrigation overspray, car washing and similar human activities. Detention basins, if not irrigated, will dry out and result in significant vegetation dieback.

##### **Required Maintenance**

- Remove all dead woody debris and exotic or native highly flammable vegetation (see APPENDIX 'A').
- Annually maintain tree crowns that grow within a basin such that a separation of six feet exists between the ground fuels (shrubs and ground covers) and the lower limbs.
- Annually prune shrubs to maintain not more than a 50% vegetation cover.
- Annual and perennial grasses will be allowed to grow and produce seed during the winter and spring. As grasses begin to cure (dry out), they will be cut to 4-inches or less in height.

#### **6.5 Habitat Avoidance And Mitigation Areas Zone – HOA and Riverside Land Conservancy “RLC” Maintained (Shown as **Green** on the Fuel Modification Plan Map).**

##### **Defined**

This Zone consists of either protected habitat or a habitat mitigation area where no fuel treatments are allowed. These include all of Lots 'A', 'B' and 'M'. As a result, the Additional Protection Features described in Section 7.1 shall be required.

## **7.0 Construction Standards**

All structures within the Tract 36730 project shall meet all wildland/interface standards to the satisfaction of the RCFD be designed and constructed with ignition resistant construction requirements.

All construction and ignition resistant requirements shall meet the 2019 California Fire and Building Code, and Chapter 7A-California Building Code. For a summary of the current construction requirements as of the date of this report, see APPENDIX 'D'. The fire protection features described herein shall be maintained to equivalent or greater ignition resistance.

All non-habitable accessory structures such as decks, balconies, patio, covers, gazebos and fences shall be built from non-combustible materials. The owner is not restricted from having concrete patios, concrete or stone walkways or a swimming pool within the Fuel Treatment Zones in compliance with other codes. Refer to APPENDIX 'C' for photos and descriptions of non-combustible decks, patio covers, and railings for non-habitable accessory structures.

Construction or building permits shall not be issued until the fire code official inspects and approves required fire apparatus access and water supply for the construction site. Prior to the delivery of combustible building construction materials to the project site the following conditions shall be completed to the satisfaction of the RCFD:

- Water shall be approved and installed by the appropriate inspecting department or agency.
- Zones 1A, 1B, 2A and 2B shall be cleared of all vegetation prior to combustible material arriving on the site and subsequently planted to the requirements stated in Sections 6.1 and 6.2 after construction is completed.
- During construction, combustible materials shall be kept 100 feet or more from all protected habitat.

#### **7.1 Additional Required Construction Features – Lots 10-31 and Lots 85-93 Adjacent to Protected Habitat**

All of these lots are located adjacent to protected habitat where the required 100 feet of fuel treatment cannot be established. Due to the inability to provide 100 feet of fuel modification on the south side of Lot 'A' or on the north and south sides of Lot 'B' the following additional construction features shall be implemented to mitigate for the reduced fuel modification zones:

1. All vents in the structures shall be "Brandguard", "O'Hagin Fire & Ice® Line – Flame and Ember Resistant" or equivalent type vents.
2. All operable windows shall be provided with metal mesh bug screens over the operable opening to replace traditional vinyl bug screens to prevent embers from entering the structure during high wind conditions when windows may be inadvertently left open.
3. All swinging exterior doors shall be self closing (e.g., pneumatic or spring loaded hinges) and self-latching.
4. A six (6) foot solid, non-combustible radiant and convective heat wall shall be installed on or near the lot line as shown on the Fire Protection Plan Map to aid in radiant and convective heat deflection. The upper half of said wall may be a view wall where tempered fire-rated glass is utilized as long as the wall remains solid and noncombustible (See Appendix 'E' for an example). Post and glass frame assemblies shall be composed of metal such as steel, and 6063-T5 aluminum alloys or equivalent, respectively, which will not melt and allow the glass to fall out.
5. All fences shall be built of non-combustible or self extinguishing materials.

6. Interior fire sprinkler system extended to the underside of the soffit or high on the wall below the soffit that faces wildland fuels. Fire sprinklers shall also be installed above each window facing wildland fuels to provide additional protection.

## **7.2 Additional Required Construction Features – Lots Without Off-Site Easements**

As of the date of this report, the developer is working to obtain off-site fuel treatment easements. These easements would allow the HOA to yearly enter upon and perform the maintenance on the adjacent properties described in Section 6.3. Should the developer secure an off-site fuel treatment easement for a lot, then the additional construction features described in Sections 7.2.1 or 7.2.2 listed below can be eliminated for those lots. The additional features described in Section 7.1 above shall continue to be provided regardless of the status of an off-site easement.

### **7.2.1 Requirements for Lots 198, 200 and 215 Without Offsite Easements.**

These lots have between 51 and 90 feet of space for on-site fuel treatment. Therefore without the offsite easements the following additional construction features shall be required;

1. All structures shall have automatic door closers on all vehicle garage doors (standard on most new automatic garage door openers as a security feature) that can be set to close after a certain period of time with no activity.
2. Roof eaves to be consistent with the provisions in CBC 707A.4 and 707A.5.
3. Exterior wall construction shall conform to a 2-hour construction assembly as shown in the Gypsum Association Fire Resistance Design Manual.
4. No vents or openings such as pet doors shall be allowed on the side of structures facing wildland fuels.

### **7.2.2 Requirements for Lots 93, 133-149, 157, 197, and 265 Without Offsite Easements.**

These lots have less than 50 feet of space for on-site fuel treatment. Therefore without the offsite easements the following additional construction features shall be required;

1. The homes shall have the interior fire sprinkler system extended to the underside of the soffit or high on the wall below the soffit that faces wildland fuels. Fire sprinklers shall also be installed above each window facing wildland fuels to provide additional protection. These fire sprinklers shall also wrap around the structure on each side wall that are within 50 feet of wildland fuels.
2. Where side yard has less than 15 feet of setback from the property line, doors cannot be sliding doors.
3. All structures shall have automatic door closers on all vehicle garage doors (standard on most new automatic garage door openers as a security feature) that can be set to close after a certain period of time with no activity.
4. Fire sprinklers (NFPA 13D) shall be installed – tin attics and garages.
5. Roof eaves to be consistent with the provisions in CBC 707A.4 and 707A.5.
6. Exterior wall construction to conform to a 2-hour construction assembly as shown in the Gypsum Association Fire Resistance Design Manual.
7. Outside entry door (not the vehicle door) to the garage shall have a 90-minute fire rating. CBC 708A.3 applies to all exterior doors.
8. No vents or openings shall be allowed on the side of structures facing wildland fuels.

## **8.0 Infrastructure**

Below is a review and discussion of water supply and access roads/driveways and gates that are to be utilized in the development of Highland Grove Project.

### **8.1 Water Supply**

The Tract 36730 project water supply will be provided by Western Municipal Water District that purchases a portion of its water from the Metropolitan Water District of Southern California. Hydrants, mains and water pressures shall be designed to comply with the County of Riverside Code requirements described in CFC Section 507. An approved permanent water supply, including fire hydrants, capable of supplying the required fire flow for fire protection shall be provided by the developer prior to any combustible material placed on the site or the commencement of construction. The water supply system shall be a looped system served from two points.

Water supplies for fire protection and hydrants shall be in accordance with APPENDIX 'B' and APPENDIX 'C' of the 2019 California Fire Code, Riverside County Ordinance 787.6 and RCFD Standards #06-06, #06-11, and Riverside County Ordinance 460 Commercial & Residential Developments.

### **8.2 Access Roads/Driveways**

Main ingress and egress for the Tract 36730 development will be from El Sobrante Road and from McAllister St. Access roads within the property shall be termed "Fire Access Roads" within this document and shall meet the requirements of Riverside County. All roads within the development will be private roads maintained by the HOA. Access Roads shall be all weather surface capable of supporting loads of a minimum of 68,000 lbs gross vehicle weight. Road and driveway grades shall not exceed 15 percent. All roads shall be a minimum of 36 feet in width curb to curb. Vertical clearance of 13 feet 6 inches shall be maintained over all fire access roads. Access to all portions of the buildings must be within 150 feet of the available fire department access. All roads, sidewalks and similar public improvements will become the responsibility of the HOA to maintain once the project is completed.

### **8.3 Gates**

The Tract 36730 project will be a gated community. All three entrances are scheduled to be gated. All gates designated to be installed shall meet the RCFD Standards and shall be approved by the fire authority official prior to fabrication and installation. Each gate shall be a minimum of 14 feet in width and shall be setback from the intersecting roadway at least 30 feet. All electric gates shall have a Knox override key switch or similar device and must be installed outside the gate in an approved, readily visible, and unobstructed location at or near the gate to provide rapid emergency access.

## **9.0 Homeowner/Buyer Requirements and Education**

A copy of this report shall be available in the Tract 36730 Sales Office for review by any potential homebuyer. The Sales Office shall provide a copy of this Fuel Modification Plan to the first buyer at the close of escrow of the initial sale. In all subsequent sales of the property, the new property owner(s) shall be provided with a copy of this FMP by the HOA to insure continued compliance with all Fuel Modification maintenance and construction requirements. The HOA shall yearly provide the lot owners



with information regarding the wildfire mitigation efforts necessary for community fire safety that are contained within this FMP.

Each homeowners shall be required to maintain their properties to Zone 1A Fuel Treatment standards (see Section 6.1) and shall keep the roof and any rain gutters free of leaves, needles and other combustible debris. All firewood and other combustible materials must be properly stored 30 feet or more away from the structure so that burning embers falling on or near the structure have no suitable host. Each homeowner in Tract 36730 is responsible for maintaining their homes and for keeping all doors and windows tightly closed whenever a wildland fire is reported in the vicinity.

Each homeowner shall be aware of the herein described fire protection measures, the types of non-combustible construction, and the plant materials that are allowed within their lot's boundaries. Of particular importance are APPENDICES 'A', 'C', and 'D' of this plan which provides guidance in the types of plants that are allowed to be established in landscaped areas and appropriate construction within Fuel Treatment Zones. Plant selection is critical as embers often travel over a mile during Santa Ana wind events. In addition, all combustible materials shall not be stored within 30-feet of any structure.

Ready, Set, Go is the evacuation strategy proposed for this project. Should a wildfire exist that threatens the property or safety of people at the site, the following actions shall be implemented:

- 1. **Ready – Preparing for the Fire Threat:** Take personal responsibility and prepare long before the threat of a wildfire so the home is ready in case of a fire. Maintain a defensible space by clearing brush away from all structures and range facilities. Use fire-resistant landscaping and harden structures with fire-safe construction measures. Assemble emergency supplies and belongings in a safe spot. Make sure all individuals within the area are 'on the same page' in commitment to advance preparation. Plan escape routes.*
- 2. **Set – Situational Awareness When a Fire Starts:** Pack vehicle(s) with emergency items. Stay aware of the latest news from local media and the local fire department for updated information on the fire and perform the following:*
  - ✓ *Close all windows and doors that lead outside to prevent sparks from entering the house.*
  - ✓ *Close all doors within the house in case the house does catch on fire; this will slow down the spread of the fire from room to room.*
  - ✓ *Move all combustible materials in the home away from windows to prevent the possibility of heat from a fire radiating through windows and glass doors and catching flammable materials inside the home on fire. This includes drapes, curtains, and furniture.*
  - ✓ *Close windows and all Venetian blinds or noncombustible window coverings.*
  - ✓ *Turn on the lights in each room, porch, and yard. This aids in visibility when the smoke gets thick and darkens the sky.*
  - ✓ *Fill all sinks, bathtubs, and buckets with water in case the power goes out.*
  - ✓ *Shut off any gas valves within the house or outside.*
  - ✓ *Open the damper on fireplaces to stabilize inside/outside pressure, but close fireplace screens to keep sparks from igniting the house.*
- 3. **Go – Leave early!** Following an Action Plan makes one prepared and firefighters are now able to*

*best maneuver the wildfire and ensuring everyone's safety. Follow instructions given by the Fire Department official on site.*

Homeowners should be aware that smoke is harmful to your health, especially if a person has asthma or chronic obstructive pulmonary disease, including bronchitis and emphysema. People with pre-existing health conditions related to the heart or circulatory system may want to relocate to a safe area before official notification to relocate to avoid smoke impacts. It is recommended that people leave the area affected by wildfire smoke, if indoor air cannot be kept clean.

## **10.0 Mandated Inclusions in the CC&R's**

The HOA CC & R's shall include the following statements:

- 1) The HOA shall be responsible for all required fuel treatment and fire protection measures mentioned in this Fuel Modification Plan and shall have authority for enforcing required fuel treatment measures around all structures and restrictions on placing combustible structures within the fuel treatment zones.
- 2) Homeowners shall be responsible for all required fuel treatment and fire protection measures on their respective lots.
- 3) Each lot owner shall annually financially contribute their fair share of HOA required fuel treatment costs.
- 4) The Riverside County Fire Department will hold the HOA of the Tract 36730 project accountable for enforcement of all wildland fire protection issues discussed in this plan.
- 5) The HOA shall have the authority for enforcing a ban on trash dumping or disposal of green waste in the fuel treatment zones or open space areas.
- 6) All landscaping plans, including additional structures, must be approved by the HOA.
- 7) The HOA is responsible to the Riverside County Fire Department for the completion of all required Fuel Treatments in the common areas. Required on-going maintenance will be accomplished on an as needed basis. Should maintenance not be performed in a manner consistent with this Plan, the Riverside County Fire Department shall have the right to abate any treatment zone they deem a threat to the Tract 36730 development or adjoining properties. In doing so, all cost incurred will be billed to the owner(s). At the discretion of the Riverside County Fire Department Fire Marshal, yearly inspection of treatment areas may be required.
- 8) The irrigation system for all Fuel Modification Zones shall be always kept in good condition and proper working order. The irrigation system shall not be turned off except for necessary repairs, maintenance or during extended rainfall.
- 9) Any disputes related to individual lot landscaping or fuel treatment, with respect to interpretation of the Fuel Modification Plan, shall be decided by the Riverside County Fire

Department or its designated representative and whose decision shall be final and binding on the lot owner.

### **11.0 Fuel Modification Map Exhibit**

Attached to this FMP is the Tract 36730 Fuel Modification Map depicting the location of all proposed fuel treatments, as well as fire access roads, lot lines and development boundaries. This map also depicts the adjacent developed lots as a reference for interlinking fuel treatments.

Department of its respective jurisdiction and shall be the responsibility of the lot owner.

## 11.0 Final Modification Map Exhibit

All lots in the PZC is subject to the Final Modification Map Exhibit. The Final Modification Map Exhibit shall be prepared by the applicant and submitted to the Planning Commission for review and approval. The Final Modification Map Exhibit shall be prepared in accordance with the requirements of the Planning Commission and the Department of Planning and Zoning.

# APPENDIX 'A'

## Prohibited Plant List

## APPENDIX 'A'

### Prohibited (& Fire Prone) Plant Species List For Fuel Modification Zones in High & Very High Hazard Areas

	Botanical Name	Common Name	Plant Form
1.	Acacia species •	Acacia	Shrub/Tree
2.	Adenostema fasciculatum	Chamise	Shrub
3.	Adenostema sparsifolium	Red Shank	Shrub/Tree
4.	Artemisia californica	California Sagebrush	Shrub
5.	Anthemis cotula	Mayweed	Weed
6.	Arundo donax	Giant reed	Grass/weed
7.	Brassica nigra	Black Mustard	Weed
8.	Brassica ropa	Yellow Mustard	Weed
9.	Cedrus species	Cedar	Tree
10.	Cirsim vugare	Wild Artichoke	Weed
11.	Conyza canadensis	Horseweed	Weed
12.	Cortaderia selloana	Pampas Grass	Tall Grass
13.	Cupressus species	Cypress	Tree
14.	Cytisus species	Broom	Shrub
15.	Eriogonum fasciculatum	Common Buckwheat	Shrub
16.	Eucalyptus species	Eucalyptus	Shrub/Tree
17.	Heterotheca grandiflora	Telegraph plant	Weed/shrub
18.	Juniperus species	Junipers	Succulent
19.	Lactuca serriola	Prickly lettuce	Weed
20.	Nicotiana bigelevelil	Indian tobacco	Shrub
21.	Nicotiana glauca	Tree tobacco	Shrub
22.	Pennisetum species	Fountain Grass	Ground cover
23.	Pinus species	Pines	Tree
24.	Rosmarinus species	Rosemary	Shrub
25.	Retama monosperma	Broom	Shrub
26.	Salvia species • •	Sage	Shrub
27.	Silybum marianum	Milk thistle	Weed
28.	Spartium junceum	Spanish Broom	Shrub
29.	Urtica urens	Burning nettle	Weed
30.	Washingtonia species	Palms	Tree

- Except:  
    Acacia redolens desert carpet (Desert Carpet ground cover)
- • Except:  
    Salvia columbariae (chia)  
    Salvia sonomensis (Creeping Sage)

# APPENDIX 'B'

Listed in the Appendix are the names of the plants and animals that are found in the High & Very High Hazard Areas.

## APPENDIX 'B' Literature References

1	Adams, J. W.	1964	...
2	Adams, J. W.	1965	...
3	Adams, J. W.	1966	...
4	Adams, J. W.	1967	...
5	Adams, J. W.	1968	...
6	Adams, J. W.	1969	...
7	Adams, J. W.	1970	...
8	Adams, J. W.	1971	...
9	Adams, J. W.	1972	...
10	Adams, J. W.	1973	...
11	Adams, J. W.	1974	...
12	Adams, J. W.	1975	...
13	Adams, J. W.	1976	...
14	Adams, J. W.	1977	...
15	Adams, J. W.	1978	...
16	Adams, J. W.	1979	...
17	Adams, J. W.	1980	...
18	Adams, J. W.	1981	...
19	Adams, J. W.	1982	...
20	Adams, J. W.	1983	...
21	Adams, J. W.	1984	...
22	Adams, J. W.	1985	...
23	Adams, J. W.	1986	...
24	Adams, J. W.	1987	...
25	Adams, J. W.	1988	...
26	Adams, J. W.	1989	...
27	Adams, J. W.	1990	...
28	Adams, J. W.	1991	...
29	Adams, J. W.	1992	...
30	Adams, J. W.	1993	...

## Literature References

1. *Standard Fire Behavior Fuel Models: A Comprehensive Set for Use with Rothermel's Surface Fire Spread Model*, General Technical Report RMRS-GTR-153. June 2005. Joe H. Scott, Robert E. Burgan, United States Department of Agriculture - Forest Service, Rocky Mountain Research Station, Missoula, Montana.
2. *BehavePlus: Fire Modeling System, version 5.0: Variables*. General Technical Report RMRS-GTR-213WWW Revised. September 2009. Patricia L. Andrews, United States Department of Agriculture - Forest Service, Rocky Mountain Research Station, Missoula, Montana.
3. *Behave Plus Fire Modeling System, Version 5.0.4*, General Technical Report RMRS-GRT-106WWW Revised. July 2008. Patricia L. Andrews, Collin D. Bevins, Robert Seli. United States Department of Agriculture - Forest Service, Rocky Mountain Research Station, Missoula, Montana.
4. California Code of Regulations Title 14 section 1280 and Title 24 Part 9
5. California Public Resources Code Sections 4201 through 4204
6. California Government Code, sections 51175 through 51189
7. 2019 California Fire Code portion of the CBSC, including appendices to Chapters 1 & 4 and Appendices B, F & H
8. National Fire Protection Association - NFPA 13 Standard for the Installation of Sprinkler Systems in One and Two-Family Dwellings and Manufactured Homes, 13-R & 13-D, 2016 Editions
9. National Fire Protection Association - NFPA 1142 *Standard on Water Supplies for Suburban and Rural Fire Fighting*.
10. National Fire Protection Association - NFPA 1144 *Standard for Reducing Structure Ignition Hazards from Wildfire*.
11. 2019 California Fire Code and Local Amendments
12. 2019 California Building Code- Chapter 7A- *Materials and Construction Methods for Exterior Fire Exposure*.
13. 2019 California Residential Code (CRC) R327
14. *The California State and Local Responsibility Area Fire Hazard Severity Zone Map – Fire and Resource Assessment Program of CAL FIRE*
15. County of Riverside Ordinance No. 787 (as amended through 787.7)
16. County of Riverside Ordinance No. 460
17. Western Region Climate Center. *Historic Climate Data from Remote Automated Weather Stations*. RAWS USA Climate Archive. Reno, NV. Data for all Remote Automated Weather Stations is available at: <http://www.raws.dri.edu/index.html>
18. Lake Ranch Project, Unincorporated Riverside County, CA, Habitat Mitigation and Monitoring Plan, Ecology Society of America. Irvine, CA. August 2018.

1. Gindoff, R. (1978). *Fire Resistant Building Materials*. New York: McGraw-Hill.  
2. American Institute of Architects. (1975). *Architectural Record*. New York: McGraw-Hill.  
3. National Fire Protection Association. (1975). *Fire Protection Handbook*. Quincy, MA: NFPA.  
4. International Building Code. (1975). *International Building Code*. Chicago, IL: International Code Council.  
5. Building Research Institute. (1975). *Building Research Institute Report*. Washington, DC: Building Research Institute.  
6. Fire Research Institute. (1975). *Fire Research Institute Report*. Washington, DC: Fire Research Institute.  
7. Fire Research Institute. (1975). *Fire Research Institute Report*. Washington, DC: Fire Research Institute.  
8. Fire Research Institute. (1975). *Fire Research Institute Report*. Washington, DC: Fire Research Institute.  
9. Fire Research Institute. (1975). *Fire Research Institute Report*. Washington, DC: Fire Research Institute.  
10. Fire Research Institute. (1975). *Fire Research Institute Report*. Washington, DC: Fire Research Institute.

## APPENDIX 'C'

### Non-combustible & Fire Resistant Building Materials



# Appendix 'C'

## Non-Combustible & Fire-Resistant Building Materials For Balconies, Carports, Decks, Patio Covers and Floors

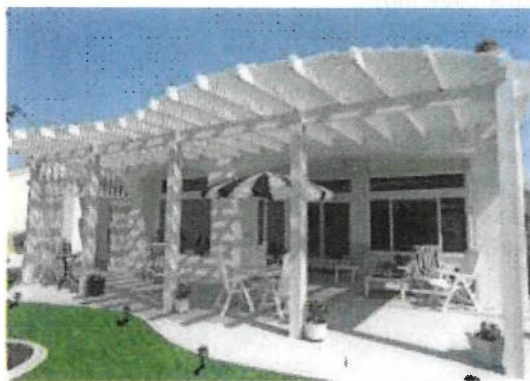
Note: The Office of the State Fire Marshal (SFM) Fire Engineering Division administers licensing programs and performs engineering functions affecting consumer services and product evaluation, approval, and listing. The following link is to the State Fire Marshal's office for more information on the Building Material List for non-combustible and fire resistant building materials: <https://osfm.fire.ca.gov/divisions/fire-engineering-and-investigations/building-materials-listing/bml-search-building-materials-listing>.

Examples of non-combustible & fire-resistant building materials for balconies, carports, decks, patio covers, and floors are listed below. These are only examples, and materials listed here must meet local fire and building codes and are not an endorsement of any particular brand or manufacturer.

### I. NON-COMBUSTIBLE HEAVY GAGE ALUMINUM MATERIALS - *Metals USA Building Products Group - Ultra-Lattice*



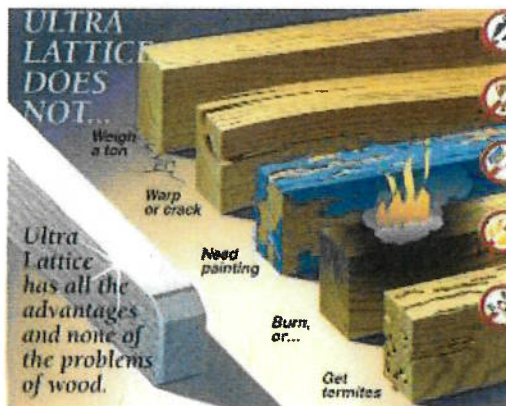
Ultra-Lattice Stand Alone Patio Cover



Ultra-Lattice Attached Patio Cover



Ultra-Lattice Solid Patio Cover



Ultra-Lattice Vs. Wood

## II. FRX EXTERIOR FIRE-RETARDANT TREATED WOOD

FRX® fire retardant treated wood may be used in exterior applications permitted by the codes where: public safety is critical, other materials would transfer heat or allow fires to spread, sprinkler systems cannot easily be installed, corrosive atmospheres necessitate excessive maintenance of other materials, or fire protection is inadequate or not readily available. The International Building, Residential and Urban-Wildland Interface Codes and regulations, permit the use of fire-retardant treated wood in specific instances. See below for typical exterior uses and typical residential uses.

### Typical Exterior Uses

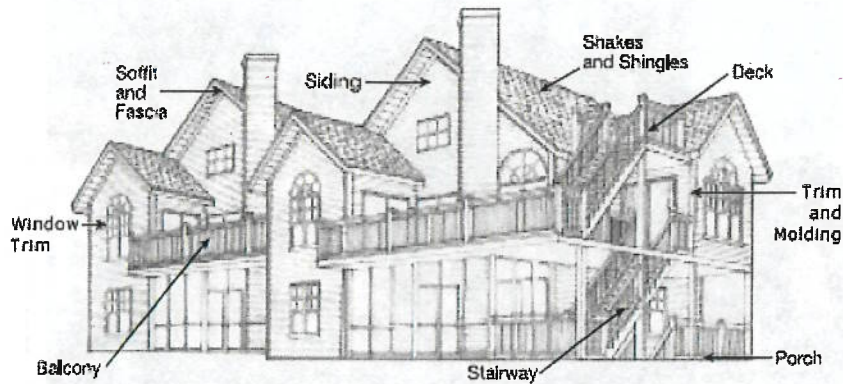
- Wall coverings
- Balconies
- Decks
- Stairways
- Fences
- Sheds
- Gazebos
- Roof coverings
- Open-air roof systems
- Canopies and awnings
- Storefronts and facades
- Eaves, soffits and fascia
- Agricultural buildings and horse stalls
- Scaffolding and scaffold planks
- Construction staging
- Various other residential and commercial uses



Property owners and Architects: See this [2-minute video](#) and the illustration below.



### Typical Residential Uses



Rising concerns over fire damage and the adoption of urban-wildland interface codes have increased the use of FRT wood in residential structures.

For information on fire retardant treated wood for exterior uses, visit [www.frxwood.com](http://www.frxwood.com).

### III. DECKING MATERIALS

**Trex Company, Inc.** – “Trex Transcend®, Trex Select® and Trex Enhance® wood and polyethylene composite deck board, nominal ranging in size from 1” x 5-1/2” to 1-3/8” x 5-1/2” installed per manufacturer maximum edge-to-edge gap of 3/16”. All Trex decking products meet or exceed the SFM 12-7A-4A testing protocol.

Trex combines both beauty and fire defense. A few examples of installations are shown below:





#### **IV. SOLID “WOOD” DECKING**

Company Name: Various Manufacturers

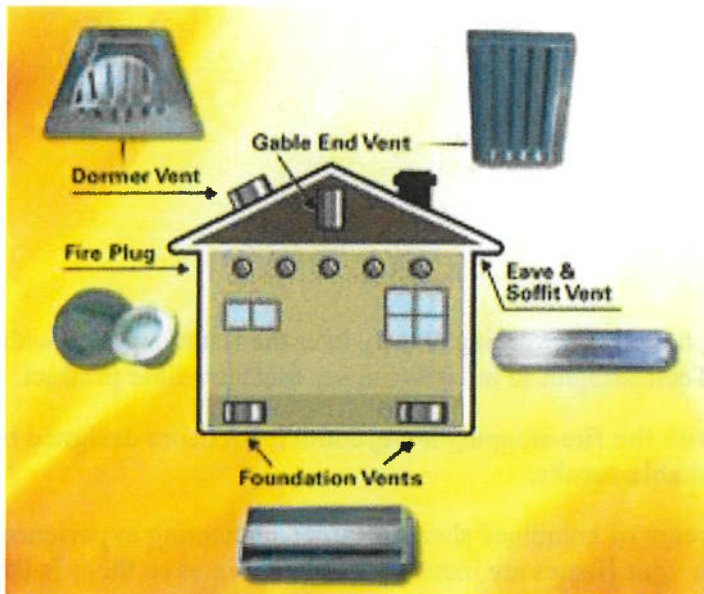
Product Description: Solid “Wood” decking, when installed over minimum 2” x 6” solid “Douglas Fire” or better joists, space 24” or less on center, and decking and joints comply with American Softwood Lumber Standard PS2o as follows:

Minimum nominal 5/4” thick and nominal 6” wide decking boards with a maximum 3/8” radius edges made of solid wood species “Redwood”, “Western Red Cedar”, “Incense Cedar”, “Port Orford Cedar”, or “Alaska Yellow Cedar” having a Class B Flame Spread rating when tested in accordance with ASTM E84. Lumber grades; construction common, commercial, or better grade for Redwood; 3 common, commercial or better grades for Cedars.

## V. Vents

Examples of Ember Resistant Approved Vents

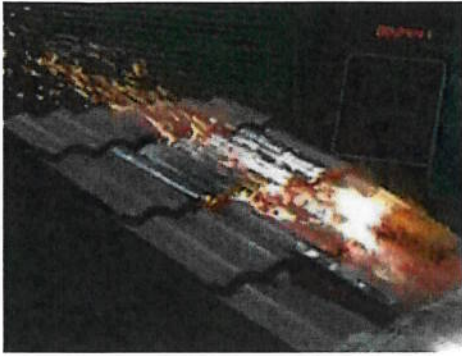
### Brandguard



### O'Hagin Fire & Ice® Line – Flame and Ember Resistant

An available option for all O'Hagin attic ventilation products, this attic vent not only features all the same design, construction elements and color choices as the O'Hagin Standard Line, but also features an interior stainless-steel matrix that resists the intrusion of flames and embers. This patent-pending attic vent is accepted for use by many local fire officials for installation in Wildland Urban Interface (WUI) zones.





## Vulcan Vents

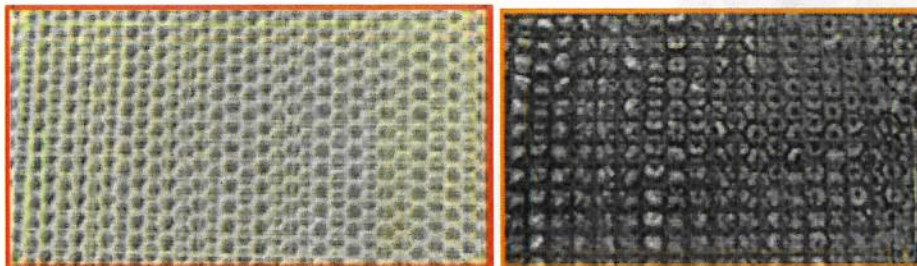
The founders of Gunter Manufacturing have been working closely over the last two years, with the scientists and inventors of Vulcan Technologies to bring to market this incredible product.

Combining our quality vent products with the fire-stopping honeycomb matrix core designed by Vulcan has produced unique and remarkable results.

At Gunter manufacturing has over 50 years of combined sheet metal manufacturing experience. Special orders are not a problem. Their vent frames are industry standard frames so there is little or no learning curve for installers and contractors. Their stated goal is to provide people with the vents they need to secure their homes with additional safety against wildfires and give them piece of mind from knowing that their home or structure is protected by a product that works!

---

The core of their fire and ember safe vents are manufactured out of hi-grade aluminum honeycomb and coated with an intumescent coating made by [FireFree Coatings](#). The intumescent coating is designed to quickly swell up and close off when exposed to high heat. The expanded material acts as an insulator to heat, fire, and embers

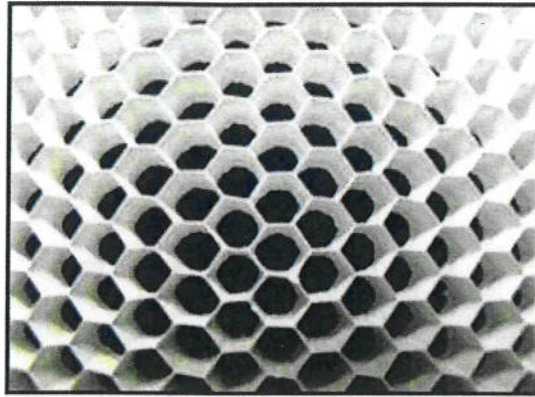


**Before**

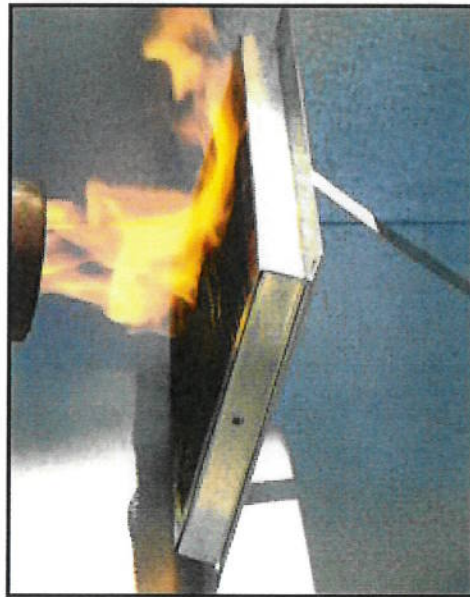
**After**

After the cells close off, they are extremely well insulated, and fire or embers cannot penetrate.

Even before the cells close off, the vent is designed to protect against flying embers. In many cases embers will attack a structure before fire ever comes near, so this feature is very important.

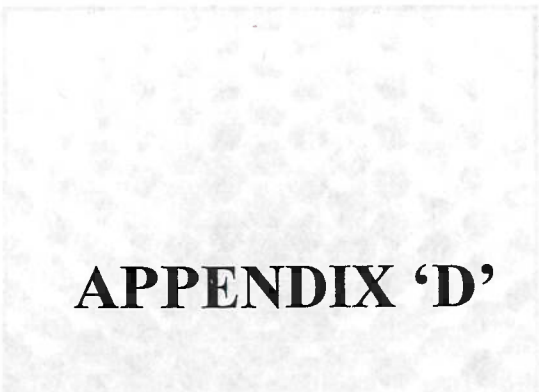


**Close-up of the coated honeycomb matrix.**



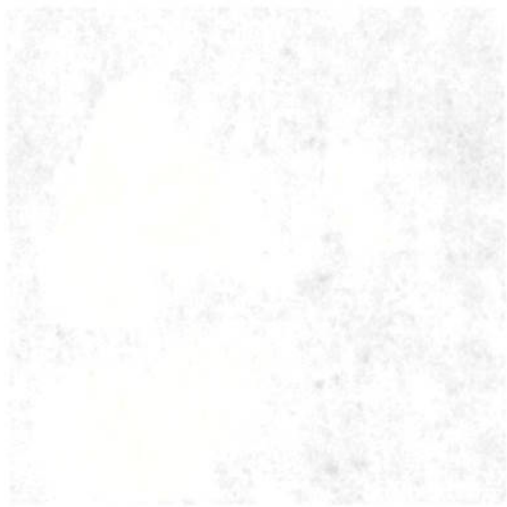
Fire easily passes through a standard vent, on the left, but stops cold when it comes up against a Vulcan Vent shown on right.

These panels are also used in the design of protection against fire and heat. They are designed to withstand a structure before fire overcomes it and so the location is very important.



## **APPENDIX 'D'**

### **Ignition Resistant Construction**



These panels are also used in the design of protection against fire and heat. They are designed to withstand a structure before fire overcomes it and so the location is very important.

These panels are also used in the design of protection against fire and heat. They are designed to withstand a structure before fire overcomes it and so the location is very important.



## **Appendix 'D'**

### **Ignition Resistant Construction**

The following is a summary of the current requirements for ignition resistant construction for high fire hazard areas under Chapter 7A of the California Building Code (CBC) 2019 edition. However the requirements listed below are not all inclusive and all exterior building construction including roofs, eaves, exterior walls, doors, windows, decks, and other attachments must meet the current CBC Chapter 7A ignition resistance requirements, the California Fire Code, and any additional County and/or City codes in effect at the time of building permit application. See the current applicable codes for a detailed description of these requirements and any exceptions.

1. All structures will be built with a Class A Roof Assembly and shall comply with the requirements of Chapter 7A and Chapter 15 of the California Fire Code. Roofs shall have a roofing assembly installed in accordance with its listing and the manufacturer's installation instructions.
2. Roof valley flashings shall be not less than 0.019-inch (0.48 mm) No. 26 gage galvanized sheet corrosion-resistant metal installed over not less than one layer of minimum 72-pound (32.4 kg) mineral-surfaced non-perforated cap sheet complying with ASTM D3909, at least 36-inch-wide (914 mm) running the full length of the valley.
3. Attic or foundation ventilation louvers or ventilation openings in vertical walls shall be covered with a minimum of 1/16-inch and shall not exceed 1/8-inch mesh corrosion-resistant metal screening or other approved material that offers equivalent protection.
4. Where the roof profile allows a space between the roof covering and roof decking, the spaces shall be constructed to resist the intrusion of flames and embers, be fire stopped with approved materials or have one layer of a minimum 72 pound (32.4 kg) mineral-surfaced non-perforated cap sheet complying with ASTM D3909 installed over the combustible decking.
5. Enclosed roof eaves and roof eave soffits with a horizontal underside, sloping rafter tails with an exterior covering applied to the under-side of the rafter tails, shall be protected by one of the following:
  - noncombustible material
  - Ignition-resistant material
  - One layer of 5/8-inch Type X gypsum sheathing applied behind an exterior covering on the underside of the rafter tails or soffit
  - The exterior portion of a 1-hour fire resistive exterior wall assembly applied to the underside of the rafter tails or soffit including assemblies using the gypsum panel and sheathing products listed in the Gypsum Association Fire Resistance Design Manual
  - Boxed-in roof eave soffit assemblies with a horizontal underside that meet the performance criteria in Section 707A.10 when tested in accordance with the test procedures set forth in ASTM E2957.

- Boxed-in roof eave soffit assemblies with a horizontal underside that meet the performance criteria in accordance with the test procedures set forth in SFM Standard 12-7A-3.

**Exceptions:** The following materials do not require protection:

1. Gable end overhangs and roof assembly projections beyond an exterior wall other than at the lower end of the rafter tails.
2. Fascia and other architectural trim boards.

6. The exposed roof deck on the underside of unenclosed roof eaves shall consist of one of the following:

- Noncombustible material, or
- Ignition-resistant material, or
- One layer of 5/8-inch Type X gypsum sheathing applied behind an exterior covering on the underside exterior of the roof deck, or
- The exterior portion of a 1-hour fire resistive exterior wall assembly applied to the underside of the roof deck designed for exterior fire exposure including assemblies using the gypsum panel and sheathing products listed in the Gypsum Association fire Resistance Design Manual.

**Exceptions:** The following materials do not require protection:

1. Solid wood rafter tails on the exposed underside of open roof eaves having a minimum nominal dimension of 2 inch (50.8 mm).
2. Solid wood blocking installed between rafter tails on the exposed underside of open roof eaves having a minimum nominal dimension of 2 inch (50.8 mm).
3. Gable end overhangs and roof assembly projections beyond an exterior wall other than at the lower end of the rafter tails.
4. Fascia and other architectural trim boards.

7. Vents - ventilation openings for enclosed attics, enclosed eave soffit spaces, enclosed rafter spaces formed where ceilings are applied directly to the underside of roof rafters, and underfloor ventilation openings shall be fully covered with metal wire mesh, vents, other materials or other devices that meet one of the following requirements:

A. Vents listed to ASTM E2886 and complying with all the following:

- i. There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
- ii. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
- iii. The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).

B. Vents shall comply with all the following:

- i. The dimensions of the openings therein shall be a minimum of 1/16-inch (1.6 mm) and shall not exceed 1/8-inch (3.2 mm).
- ii. The materials used shall be noncombustible.

**Exception:** Vents located under the roof covering, along the ridge of roofs, with the exposed surface of the vent covered by noncombustible wire mesh, may be of combustible materials.

- iii. The materials used shall be corrosion resistant.

8. Vents shall not be installed on the underside of eaves and cornices.
- Exceptions:**
1. Vents listed to ASTM E2886 and complying with all the following:
    - There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
    - There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
    - The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).
  2. The enforcing agency shall be permitted to accept or approve special eave and cornice vents that resist the intrusion of flame and burning embers.
  3. Vents complying with the requirements of Section 706A.2 shall be permitted to be installed on the underside of eaves and cornices in accordance with either one of the following conditions:
    - 3.1. The attic space being ventilated is fully protected by an automatic sprinkler system installed in accordance with Section 903.3.1.1 or,
    - 3.2. The exterior wall covering and exposed underside of the eave are of noncombustible materials, or ignition-resistant materials, as determined in accordance with SFM Standard 12-7A-5 Ignition-Resistant Material and the requirements
9. All chimney, flue or stovepipe openings that will burn solid wood will have an approved spark arrester. An approved spark arrester is defined as a device constructed of nonflammable materials, having a heat and corrosion resistance equivalent to 12-gauge wire, 19-gauge galvanized steel or 24-gauge stainless steel or other material found satisfactory by the Fire Protection District, having ½-inch perforations for arresting burning carbon or sparks nor block spheres having a diameter less than 3/8 inch (9.55 mm). It shall be installed to be visible for the purposes of inspection and maintenance and removable to allow for cleaning of the chimney flue.
10. All residential structures will have automatic interior fire sprinklers installed according to the National Fire Protection Association (NFPA) 13D 2019 edition - Standard for the Installation of Sprinkler Systems in One and Two-family Dwellings and Manufactured Homes. Fire sprinklers are not required in unattached non-habitable structures greater than 50 feet from the residence.
11. The exterior wall covering or wall assembly shall comply with one of the following requirements:
- Noncombustible material, or
  - Ignition resistant material, or
  - Heavy timber exterior wall assembly, or
  - Log wall construction assembly, or
  - Wall assemblies that have been tested in accordance with the test procedures for a 10-minute direct flame contact expose test set forth in ASTM E2707 with the conditions of acceptance shown in Section 707A.3.1 of the California Building Code, or
  - Wall assemblies that meet the performance criteria in accordance with the test procedures for a 10-minute direct flame contact exposure test set forth in SFM Standard 12-7A-1.

**Exception:** Any of the following shall be deemed to meet the assembly performance criteria and intent of this section including;

- One layer of 5/8-inch Type X gypsum sheathing applied behind the exterior covering or cladding on the exterior side of the framing, or
  - The exterior portion of a 1-hour fire resistive exterior wall assembly designed for exterior fire exposure including assemblies using the gypsum panel and sheathing products listed in the Gypsum Associate Fire Resistance Design Manual.
12. Exterior walls shall extend from the top of the foundation to the roof and terminate at 2-inch nominal solid blocking between rafters at all roof overhangs, or in the case of enclosed eaves, terminate at the enclosure.
  13. Gutters shall be provided with the means to prevent the accumulation of leaf litter and debris within the gutter that contribute to roof edge ignition.
  14. No attic ventilation openings or ventilation louvers shall be permitted in soffits, in eave overhangs, between rafters at eaves, or in other overhanging areas.
  15. All projections (exterior balconies, decks, patio covers, unenclosed roofs and floors, and similar architectural appendages and projections) or structures less than five feet from a building shall be of non-combustible material, one-hour fire resistive construction on the underside, heavy timber construction or pressure-treated exterior fire-retardant wood. When such appendages and projections are attached to exterior fire-resistive walls, they shall be constructed to maintain same fire-resistant standards as the exterior walls of the structure.
  16. Deck Surfaces shall be constructed with one of the following materials:
    - Material that complies with the performance requirements of Section 709A.4 when tested in accordance with both ASTM E2632 and ASTM E2726, or
    - Ignition-resistant material that complies with the performance requirements of 704A.3 when tested in accordance with ASTM E84 or UL 723, or
    - Material that complies with the performance requirements of both SFM Standard 12-7A-4 and SFM Standard 12-7A-5, or
    - Exterior fire retardant treated wood, or
    - Noncombustible material, or
    - Any material that complies with the performance requirements of SFM Standard 12-7A-4A when the attached exterior wall covering is also composed of noncombustible or ignition-resistant material.
  17. Accessory structures attached to buildings with habitable spaces and projections shall be in accordance with the Building Code. When the attached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas and exterior wall construction in accordance with Chapter 7A of the Building Code.
  18. Exterior windows, skylights and exterior glazed door assemblies shall comply with one of the following requirements:

- Be constructed of multiplane glazing with a minimum of one tempered pane meeting the requirements of Section 2406 Safety Glazing, or
  - Be constructed of glass block units, or
  - Have a fire-resistance rating of not less than 20 minutes when tested according to NFPA 257, or
  - Be tested to meet the performance requirements of SFM Standard 12-7A-2.
19. All eaves, fascia and soffits will be enclosed (boxed) with non-combustible materials. This shall apply to the entire perimeter of each structure. Eaves of heavy timber construction are not required to be enclosed as long as attic venting is not installed in the eaves. For the purposes of this section, heavy timber construction shall consist of a minimum of 4x6 rafter ties and 2x decking.
20. Detached accessory buildings that are less than 120 square feet in floor area and are located more than 30 feet but less than 50 feet from an applicable building shall be constructed of noncombustible materials or of ignition-resistant materials as described in Section 704A.2 of the California Building Code.  
**Exception:** Accessory structures less than 120 square feet in floor area located at least 30 feet from a building containing a habitable space.
21. All rain gutters, down spouts and gutter hardware shall be constructed from metal or other noncombustible material to prevent wildfire ignition along eave assemblies.
22. All side yard fence and gate assemblies (fences, gate and gate posts) when attached to the home shall be of non-combustible material. The first five feet of fences and other items attached to a structure shall be of non-combustible material.
23. Exterior garage doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the bottom, sides and tops of doors, from exceeding 1/8 inch. Gaps between doors and door openings shall be controlled by one of the methods listed in this section.
- Weather-stripping products made of materials that:
    - (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, where the maximum allowable difference in tensile strength values between exposed and non-exposed samples does not exceed 10%; and (b) exhibit a V-2 or better flammability rating when tested to UL 94, Standard for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances.
  - Door overlaps onto jambs and headers.
  - Garage door jambs and headers covered with metal flashing.
24. Exterior doors shall comply with one of the following:
1. The exterior surface or cladding shall be of noncombustible material or,
  2. The exterior surface or cladding shall be of ignition-resistant material or,
  3. The exterior door shall be constructed of solid core wood that complies with the following requirements:

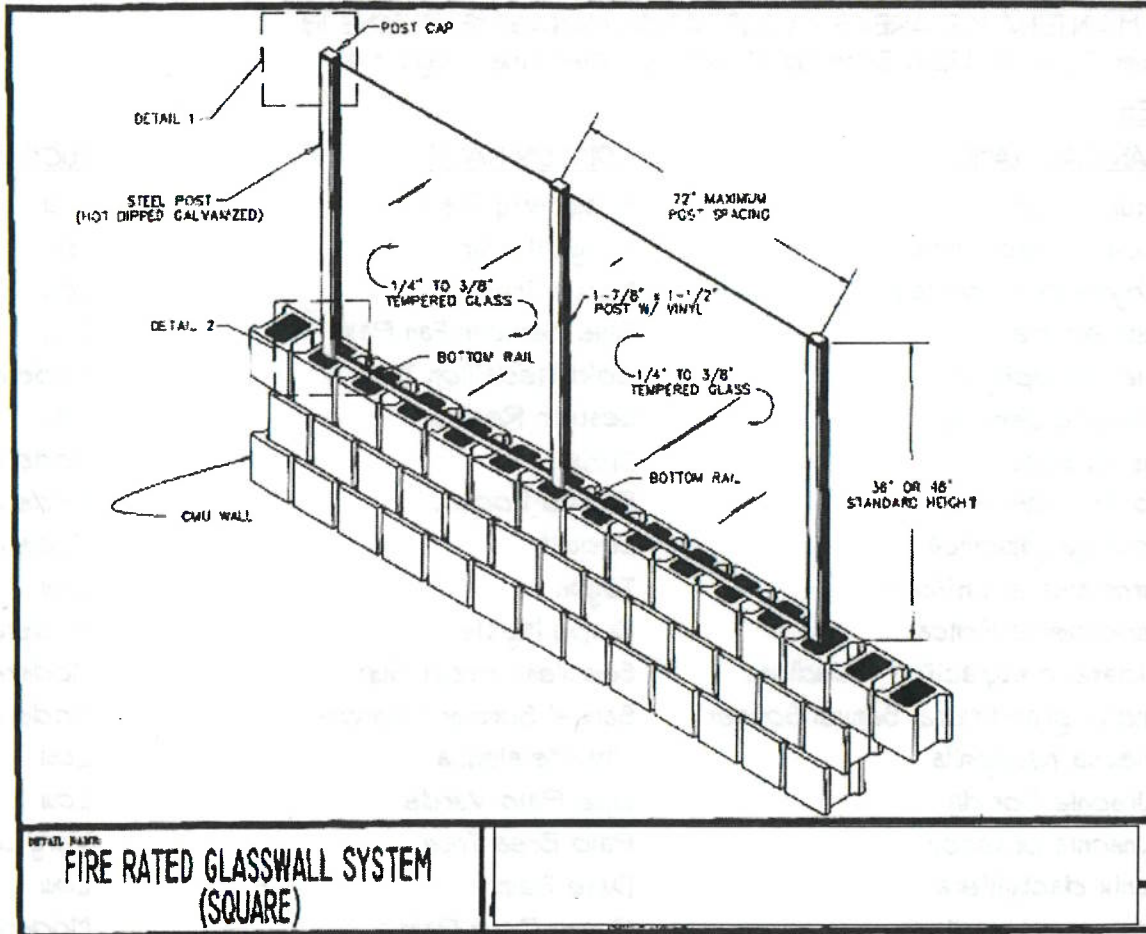
- 3.1. Stiles and rails shall not be less than 1-3/8 inches thick.
- 3.2. Panels shall not be less than 1-1/4 inches thick, except for the exterior perimeter of the panel that shall be permitted to taper to a tongue not less than 3/8 inch thick.
4. The exterior door assembly shall have a fire-resistance rating of not less than 20 minutes when tested according to NFPA 252 or,
5. The exterior surface or cladding shall be tested to meet the performance requirements of Section 707A.3.1 when tested in accordance with ASTM E2707 or,
6. The exterior surface or cladding shall be tested to meet the performance requirements of SFM Standard 12-7A-1.

Due to the inability to provide 100 feet of fuel modification on either the north or south sides of Lot 'B' which effects **Lots 10-31**, and along the south side of Lot 'M' adjacent to Lots **265-271** the following additional construction features shall be implemented to mitigate for the reduced fuel modification zones:

7. All vents in the structures shall be "Brandguard", "O'Hagin Fire & Ice® Line – Flame and Ember Resistant" or equivalent type vents.
8. All operable windows shall be provided with metal mesh bug screens over the operable opening to replace traditional vinyl bug screens to prevent embers from entering the structure during high wind conditions when windows may be inadvertently left open.
9. All swinging exterior doors shall be self closing (e.g., pneumatic or spring loaded hinges) and self-latching.
10. A six (6) foot solid, non-combustible radiant and convective heat wall shall be installed on or near the lot line as shown on the Fire Protection Plan Map to aid in radiant and convective heat deflection. The upper half of said wall may be a view wall where tempered fire-rated glass is utilized as long as the wall remains solid and noncombustible (See Appendix 'F' for an example). Post and glass frame assemblies shall be composed of metal such as steel, and 6063-T5 aluminum alloys or equivalent, respectively, which will not melt and allow the glass to fall out.
11. Setbacks from the rear property line shall be a minimum of 15 feet.
12. All fences shall be built of non-combustible materials.
13. The homes built on lots **10-31** shall have the interior fire sprinkler system extended to the underside of the soffit or high on the wall below the soffit that faces wildland fuels protected in Lot 'B'. Fire spinklers shall also be installed above each window facing wildland fuels to provide additional protection.

# APPENDIX 'E'

## Non-Combustible Wall Example



# APPENDIX 'F'

## *Firewise* 2000, LLC Certified Plant List

See the notes at the end of this List.

### HIGHLAND GROVE MASTER PLANT PALETTE

HOA MAINTENANCE AREAS - VEGETATION MANAGEMENT ZONE 1B  
(Sunset Zone 19, USDA Zone 9b, County of Riverside Region 4)

#### TREES

<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>WUCOLS</u>
<i>Arbutus unedo</i>	Strawberry Tree	Low
<i>Beaucarnia recurvata</i>	Ponytail Palm	Low
<i>Brachychiton populneus</i>	Bottle Tree	Low
<i>Brahea armata</i>	Blue Mexican Fan Palm	Low
<sup>m</sup> <i>Cassia leptophylla</i>	Gold Medaillon Tree	Moderate
<i>Cercis occidentalis</i>	Western Redbud	Low
<i>Citrus species</i>	Citrus	Moderate
<i>Eriobotrya deflexa</i>	Bronze Loquat	Moderate
<i>Eriobotrya japonica</i>	Loquat	Moderate
<i>Heteromeles arbutifolia</i>	Toyon	Low
<i>Lagerstroemia Indica</i>	Crape Myrtle	Moderate
<i>Liquidambar styraciflua</i> 'Seedless'	Seedless Sweet Gum	Moderate
<i>Magnolia grandiflora</i> 'Samuel Sommer'	Samuel Sommer Magnolia	Moderate
<i>Melaleuca nesophila</i>	Pink Melaleuca	Low
<i>Parkinsonia florida</i>	Blue Palo Verde	Low
<i>Parkinsonia praecox</i>	Palo Brea Tree	Very Low
<i>Phoenix dactylifera</i>	Date Palm	Low
<i>Phoenix roebelenii</i>	Pygmy Date Palm	Moderate
<i>Platanus acerifolia</i> 'Bloodgood'	London Plane Tree	Moderate
<i>Platanus racemosa</i>	California Sycamore	Moderate
<i>Prunus caroliniana</i> 'Bright n' Tight'	Bright n' Tight Carolina Laurel Cherry	Moderate
<i>Quercus agrifolia</i>	Coast Live Oak	Low
<i>Quercus virginiana</i>	Southern Live Oak	Moderate
<i>Raphiolepis Indica</i> 'Majestic Beauty'	Majestic Beauty Indian Hawthorne	Moderate
<i>Rhus lancea</i>	African Sumac	Low
<i>Tipuana tipu</i>	Tipu Tree	Low
<i>Tristania conferta</i>	Brisbane Box	Moderate



## SHRUBS

<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>WUCOLS</u>
<i>Agapanthus africanus</i>	African Lily	Moderate
<i>Agave attenuata</i>	Foxtail Agave	Low
<i>Alyogyne huegelii</i>	Blue Hibiscus	Low
<i>Anigozanthus</i> species	Kangaroo Paw	Low
<i>Bougainvillea</i> species	Bougainvillea	Low
<i>Buxus microphylla japonica</i>	Japanese Boxwood	Moderate
<i>Carissa macrocarpa</i>	Natal Plum	Moderate
<i>Cistus</i> species	Rockrose	Low
<i>Ceanothus</i> species	California Lilac	Low
<i>Dianella revoluta</i> 'Little Rev'	Little Rev Flax Lily	Low
<i>Diets iridioides</i>	Fortnight Lily	Moderate
<i>Escallonia rubra</i>	Escallonia	Moderate
<i>Hesperaloe parviflora</i>	Red/Yellow Yucca	Low
<i>Heuchera micrantha</i> 'Palace Purple'	Coral Bells	Moderate
<i>Heuchera sanguinea</i> 'Splendens'	Splendens Coral Bells	Moderate
<i>Grevillea</i> x 'NoeIII'	Noell Grevillea	Low
<i>Kniphofia uvaria</i>	Red Hot Poker	Low
<i>Lavandula</i> species	Lavander	Low
<i>Liriope gigantea</i>	Giant Lily Turf	Moderate
<i>Liriope muscari</i>	Lily Turf	Moderate
<i>Muhlenbergia capillaris</i> 'Regal Mist'	Regal Mist Pink Muhly	Low
<i>Pittosporum tobira</i> 'Wheeler's Dwarf'	Dwarf Pittosporum	Moderate
<i>Phormium</i> Varieties	Flax	Moderate
<i>Raphiolepis Indica</i>	Indian Hawthorne	Moderate
<i>Romneya coulteri</i>	Matilija Poppy	Low
<i>Rosa californica</i>	California Wild Rose	Low
<i>Russelia equisetiformis</i>	Coral Fountain	Moderate
<i>Salvia greggii</i>	Autumn Sage	Low
<i>Senecio mandraliscae</i>	Kleinia	Low
<i>Trachelospermum jasminoides</i>	Star Jasmine	Moderate
<i>Viburnum suspensum</i>	Sandankwa Viburnum	Moderate
<i>Xylosma congestum</i> 'Compacta'	Shiny Compact Xylosma	Moderate
<i>Yucca</i> species	Yucca	Low

### GROUNDCOVERS

<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>WUCOLS</u>
<i>Acacia redolens</i> 'Desert Carpet'	Prostrate Acacia	Low
<i>Baccharis pilularis</i> 'Twin Peaks'	Dwarf Coyote Brush	Low
<i>Ceanothus</i> species	California Lilac	Low
<i>Myoporum parvifolium</i> 'Putah Creek'	Creeping Myoporum	Low
<i>Rosmarinus officinalis</i> 'Prostratus'	Prostrate Rosemary	Low
<i>Sedum</i> species	Stone Crop	Low
<i>Trachelospermum jasminoides</i>	Star Jasmine	Moderate
<i>Westringia fruticosa</i> 'Low Horizon'	Low Horizon Westringia	Low

### VINES

<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>WUCOLS</u>
<i>Antigonon leptopus</i>	Coral Vine	Low
<i>Distictis buccinatoria</i>	Blood Red Trumpet Vine	Moderate
<i>Lonicera japonica</i> 'Halliana'	Hall's Japanese Honeysuckle	Low
<i>Macfadyena unguis-cati</i>	Cat's Claw	Low
<i>Rosa banksiae</i>	Lady Bank's Rose	Moderate
<i>Tecoma stans</i>	Yellow Bells	Low

### HYDROSEED MIX

<u>BOTANICAL NAME</u>	<u>PURE LIVE SEED LBS PER ACRE</u>
<i>Baccharis salicifolia</i>	0.05
<i>Brickellia californica</i>	0.10
<i>Bromus carinatus</i>	8.00
<i>Clarkia bottae</i>	1.00
<i>Collinsia heterophylla</i>	2.00
<i>Eriophyllum confertiflorum</i>	1.00
<i>Eschecholzia californica</i>	1.50
<i>Heliotropium curassavicum</i>	0.10
<i>Lasthenia californica</i>	0.50
<i>Lupinus sparsiflorus</i>	1.00
<i>Mimulus aurantiacus puniceus</i>	0.10
<i>Plantago erecta</i>	20.00

TURF

BOTANICAL NAME

COMMON NAME

Cynodon dactylon cultivars  
Stenotaphrum secundatum  
Zoysia 'Victoria'

Bermuda  
St. Augustine  
Victoria Zoysiagrass

WATER QUALITY BASINS

VEGETATION MANAGEMENT ZONE 2B

(Sunset Zone 19, USDA Zone 9b, County of Riverside Region 4)

TREES

BOTANICAL NAME

COMMON NAME

WUCOLS

Chilopsis linearis  
Quercus virginiana  
Salix lasiolepis

Desert Willow  
Southern Live Oak  
Arroyo Willow

Low  
Moderate  
High

SHRUBS AND GROUNDCOVER

BOTANICAL NAME

COMMON NAME

WUCOLS

Acacia redolens 'Desert Carpet' (2)  
Baccharis pilularis 'Twin Peaks' (2)  
Carex tumulicola (divulsa) (1)  
Heteromeles arbutifolia (2)  
Juncus patens (1)

Prostrate Acacia  
Dwarf Coyote Brush  
European Gray Sedge  
Toyon  
California Gray Rush

Low  
Low  
Low  
Low  
Low

\*This plant to be sourced from Mountain States Wholesale Nursery

(1) For use on bottom of basins

(2) For use on slopes or sides of basins

**Notes:**

**Firewise 2000, LLC** has reviewed the above plant list provided by Forma of Costa Mesa, California. The list found in Appendix 'F' was found it be consistent with the Fuel Modification Plan if the landscaping and maintenance described in Section 6.2 for Vegetation Management Zone 2B is provided.






All vines shall be grown on non-combustible trellises, arbors, or landscape walls. They shall not be allowed to grow on patios, gazebos, pavilions, or similar outdoor structures.

**EXHIBIT "E"**  
**FUEL MODIFICATION ZONES**

**[Attached Hereto]**

All items, and location of items, shown on illustration are shown for informational purposes only and should not be relied upon for precise design or dimension. The actual conditions will control.

**FUEL MODIFICATION PLAN MAP LEGEND  
HIGHLAND GROVE - TRACT 36730  
RIVERSIDE, CALIFORNIA**

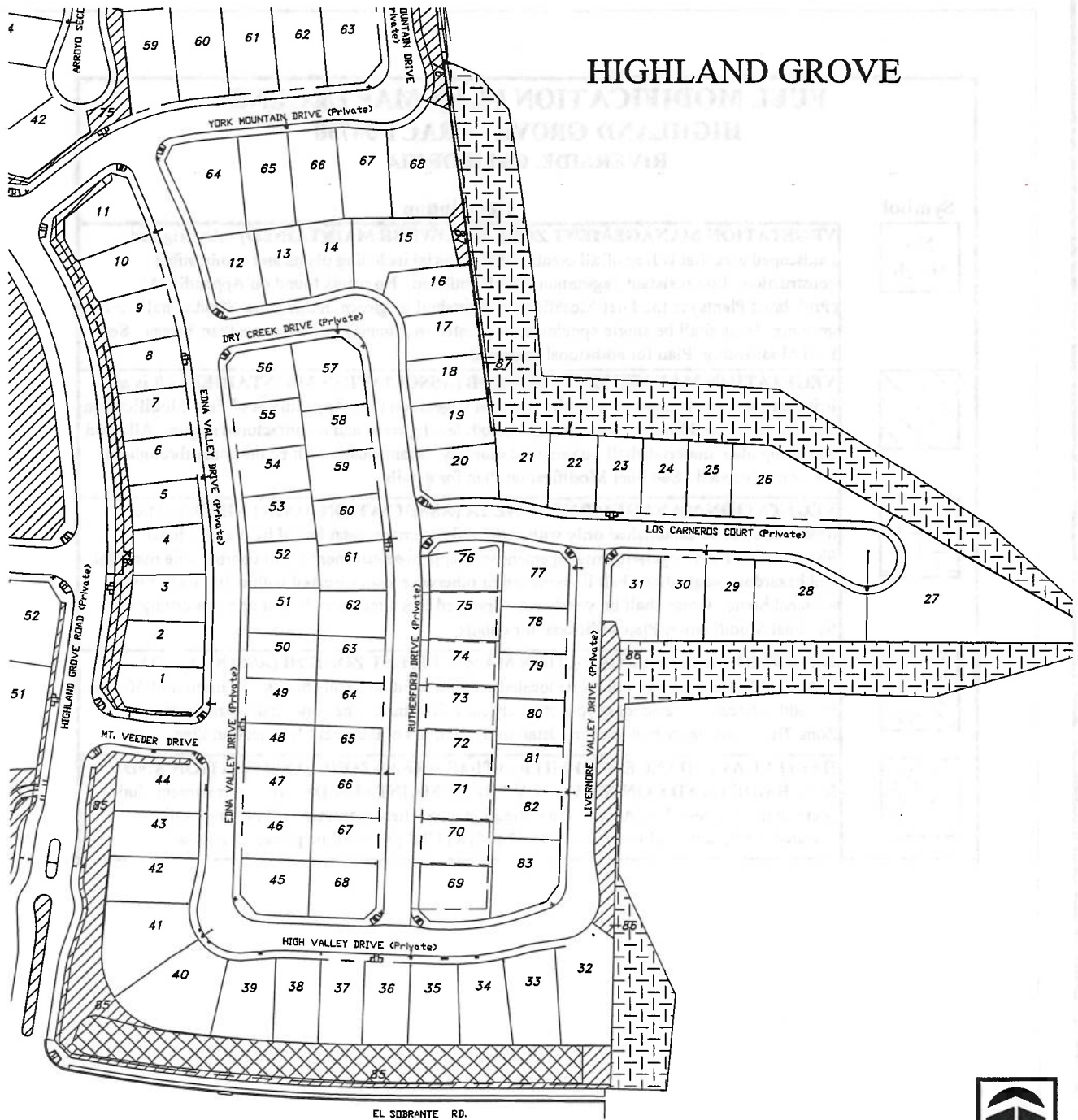
Symbol	Description
	<b>VEGETATION MANAGEMENT ZONE 1A (OWNER MAINTAINED)</b> - An irrigated landscaped area that is free of all combustible material including plants and combustible construction. Fire resistant vegetation shall be utilized. No plants found on Appendix 'A' (Prohibited Plants) to the Fuel Modification Plan shall be grown in this zone. Shrubs shall be low growing. Trees shall be single specimens or planted in groupings of not more than 3 trees. See Fuel Modification Plan for additional information.
	<b>VEGETATION MANAGEMENT ZONE 1B (ASSOCIATION MAINTAINED)</b> - It is an irrigated zone that is planted with fire resistant vegetation (See Appendix A of Fuel Modification Plan for Prohibited Plants). It is located on both level ground and manufactured slopes. All dead and dying plant material shall be removed monthly. Maintenance will be on-going throughout the year as needed. See Fuel Modification Plan for details.
	<b>VEGETATION MANAGEMENT ZONE 2A (ASSOCIATION MAINTAINED)</b> - Fuel treatment shall be established only with approved easements established by the developer. Shown is Zone 2A vegetation management with approved easements. All combustible material and hazardous vegetation shall be removed or otherwise yearly treated within 100 feet of the adjacent home. Grass shall be yearly cut or mowed to a 4 inches in height upon its drying out. See Fuel Modification Plan additional for details.
	<b>DETENTION BASIN VEGETATION MANAGEMENT ZONE 2B (ASSOCIATION MAINTAINED)</b> - A thinning zone located within detention basins that is a minimum of 50-feet in width adjacent to residential lots or emergency fire lanes. The zone shall be maintained to Zone 2B criteria described in more detail in Section 6.4 of the Fuel Modification Plan.
	<b>HABITAT AVOIDANCE AND MITIGATION AREAS ZONE (ASSOCIATION AND RIVERSIDE LAND CONSERVANCY "RLC" MAINTAINED)</b> - No fuel treatment shall occur in these areas. Lot 'A' (85) is a mitigation area where plantings will be temporarily irrigated until plant establishment. Lots 'B' (75) and 'M' (54) shall be protected habitat.

NOT TO SCALE

DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

**FUEL MODIFICATION ZONES**

# HIGHLAND GROVE



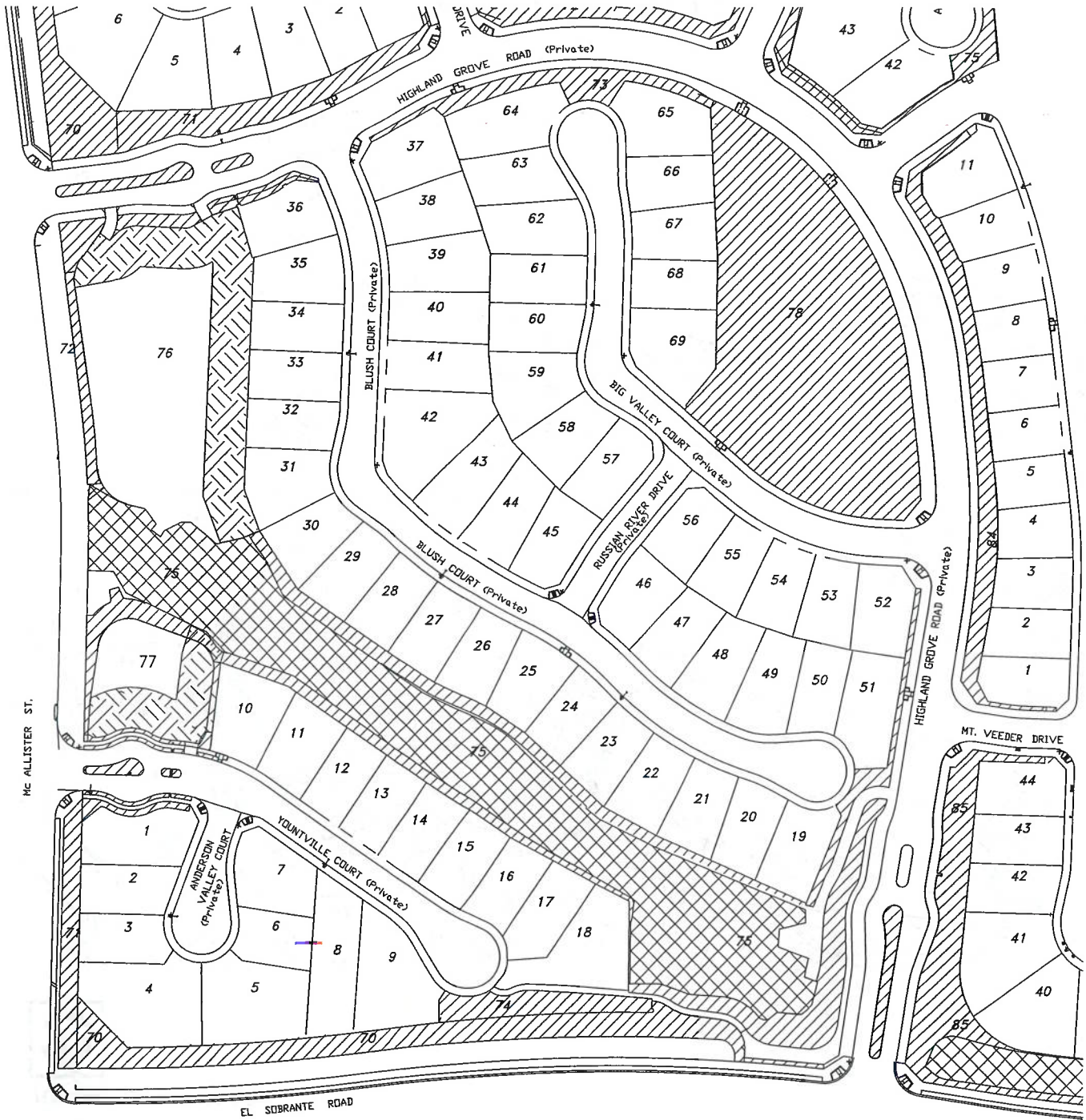
NOT TO SCALE NORTH

DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

FUEL MODIFICATION ZONES

TRACT 36730-2

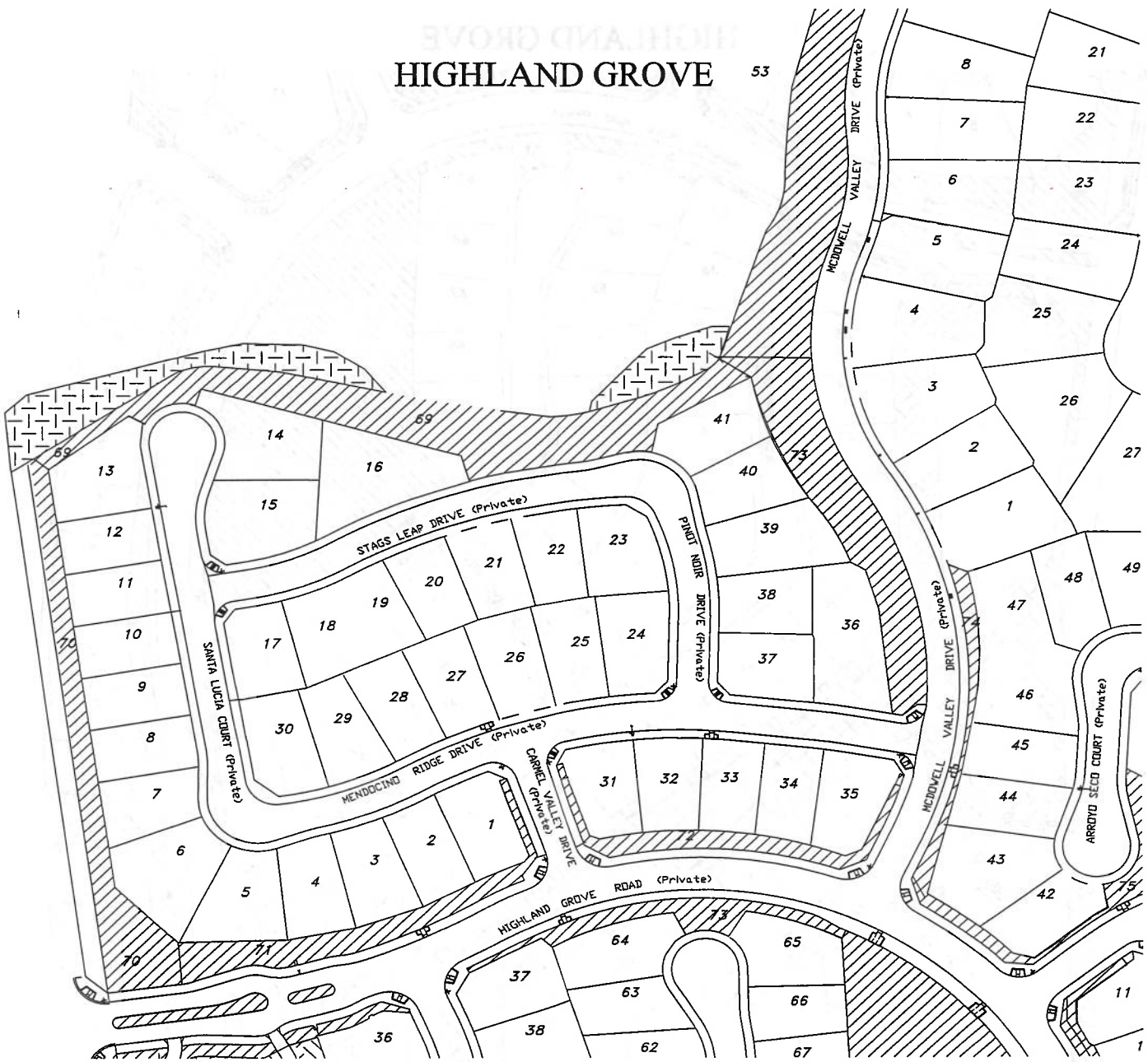
# HIGHLAND GROVE



DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

<h2>FUEL MODIFICATION ZONES</h2>	<h2>TRACT 36730-1</h2>
----------------------------------	------------------------

# HIGHLAND GROVE 53



NOT TO SCALE

DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

<p>FUEL MODIFICATION ZONES</p>	<p>TRACT 36730-3</p>
--------------------------------	----------------------



# HIGHLAND GROVE



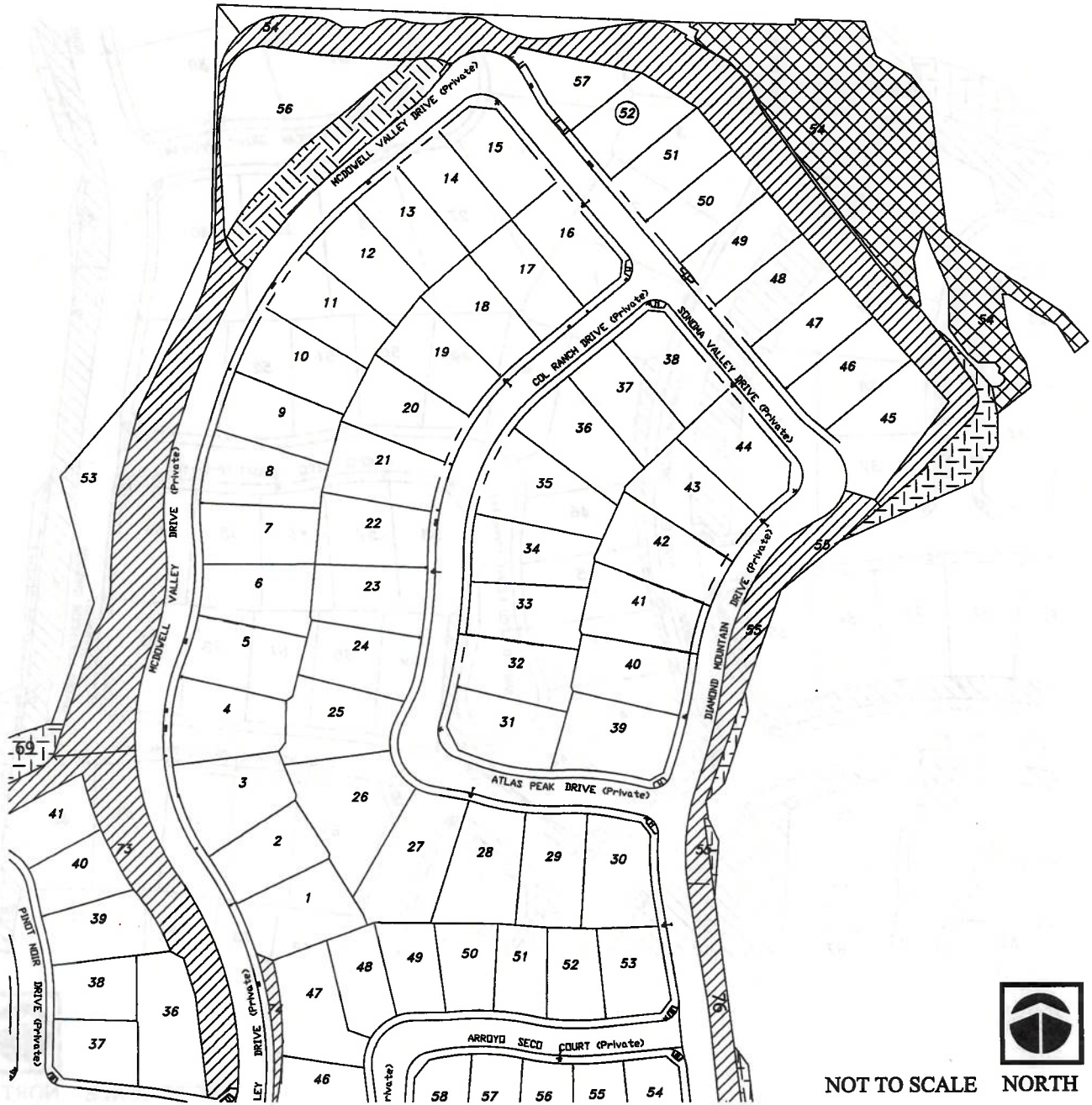
NOT TO SCALE NORTH

DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

FUEL MODIFICATION ZONES

TRACT 36730-3

# HIGHLAND GROVE



DISCLAIMER: DEPICTIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATIONS AND AS-BUILT CONDITIONS SHALL CONTROL.

<h2>FUEL MODIFICATION ZONES</h2>	<h2>TRACT 36730</h2>
----------------------------------	----------------------

# TRACT NO. 36730

BEING A SUBDIVISION OF PORTIONS OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 31, AND PORTIONS OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 SOUTH, RANGE 8 WEST, AS SHOWN ON MAP OF RANCHO EL SOBRANTE DE SAN JACINTO, FILED IN BOOK 1, PAGE 8 OF MAPS, SAN BERNARDINO COUNTY.

DARYL J. CHRISTIAN, L.S. 8554

MDS CONSULTING

FEBRUARY, 2022

### RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
AT \_\_\_\_\_ M. 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:  
FIRST AMERICAN TITLE 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" THROUGH "E", INCLUSIVE. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THROUGH "E", INCLUSIVE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: WATER QUALITY EASEMENT LYING OVER ALL OF WATER QUALITY BASIN LOT 56, AS SHOWN HEREON. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES.

WE HEREBY RETAIN LOTS "A" THROUGH "E", INCLUSIVE, INDICATED AS PRIVATE STREET, 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 LOTS 53 THROUGH 55, 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 LOT 56 IN FEE INDICATED AS WATER QUALITY BASIN AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

WE HEREBY RETAIN LOT 57 IN FEE INDICATED AS SEWER LIFT STATION AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

*Darren Warden*  
NAME: **DARREN WARREN**  
TITLE: **VP OF LAND ACQ. + DEV.**

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

### 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 ORANGE } SS

ON DECEMBER 8, 2022, BEFORE ME, TAYLOR COLLEEN BLOCK, A NOTARY PUBLIC, PERSONALLY APPEARED DARREN WARREN, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HE/HIS/HER/HIS/HERS/THEIR/THEIRS AUTHORIZED CAPACITIES, 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

*Taylor Colleen Block* MY PRINCIPAL PLACE OF BUSINESS IS IN  
SIGNATURE ORANGE COUNTY

**TAYLOR COLLEEN BLOCK**  
PRINT NAME MY COMMISSION EXPIRES 9-23-2026  
COMMISSION # 2417775

### SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PULTE HOME COMPANY, LLC, IN DECEMBER 2021. 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: 12-6-22  
*Daryl J. Christian*  
DARYL J. CHRISTIAN L.S. 8554 EXP. 12/31/24



### COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 36730 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON MAY 24, 2016, THE EXPIRATION DATE BEING MAY 24, 2025, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 3-15-2023  
*David L. McMillan*  
DAVID L. McMILLAN COUNTY SURVEYOR  
L.S. 8488 EXPIRES 12/31/2024



### BOARD OF SUPERVISOR'S STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP.

THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THROUGH "E", INCLUSIVE, INDICATED AS "PRIVATE STREET", AS SHOWN HEREON IS HEREBY ACCEPTED.

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

DATE: 03/28/2023

ATTEST:  
KIMBERLY RECTOR  
CLERK OF THE BOARD OF SUPERVISORS

BY: *Matthew Jennings* CHAIRMAN OF THE BOARD OF SUPERVISORS  
BY: *Marion Madaya* DEPUTY

### NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE SOUTHWEST RIVERSIDE AREA DRAINAGE PLAN WHICH WAS ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE PURSUANT TO SECTION 10.25 OF ORDINANCE 460 AND SECTION 66483, ET. SEQ. OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.

NOTICE IF FURTHER GIVEN THAT, PURSUANT TO SECTION 10.25 OF ORDINANCE 460, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID WITH CASHIER'S CHECK OR MONEY ORDER ONLY TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AT THE TIME OF ISSUANCE OF THE GRADING OR BUILDING PERMIT FOR SAID PARCELS, WHICHEVER OCCURS FIRST, AND THAT THE OWNER OF EACH PARCEL, AT THE TIME OF ISSUANCE OF EITHER THE GRADING OR BUILDING PERMIT, SHALL PAY THE FEE REQUIRED AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THE ACTUAL PERMIT.

### SIGNATURE OMISSIONS

PURSUANT TO SECTION 6443 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

EL SOBRANTE MUTUAL WATER COMPANY, HOLDER OF AN EASEMENT FOR ROAD PURPOSES AND CONSTRUCTION, MAINTENANCE, OPERATION, REPAIR AND REPLACEMENT OF A WATER PIPELINE, INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 1, 1959, AS INSTRUMENT NO. 76894 OF OFFICIAL RECORDS.

### 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 \$ 50,900.00.

DATE: January 23, 2023

MATTHEW JENNINGS  
COUNTY TAX COLLECTOR  
BY: *Marion Madaya* DEPUTY

THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED

### TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 50,900.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: January 23, 2023

CASH OR SURETY BOND  
MATTHEW JENNINGS  
COUNTY TAX COLLECTOR  
BY: *Marion Madaya* DEPUTY

THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED