

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



**ITEM: 2.21**  
(ID # 22648)

**MEETING DATE:**  
Tuesday, August 01, 2023

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of Final Tract Map 37439 a Schedule "A" Subdivision in the Harvest Valley/Winchester area. District 3. [Applicant Fees 100%]

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

1. Approve the Improvement Agreements for Final Tract Map 37439 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 37439.

**ACTION:Consent**

  
Mark Lancaster, Director of Transportation 7/25/2023

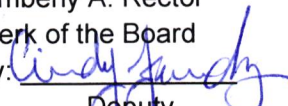
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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: August 1, 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 Map 37439 was approved by the Board of Supervisors on September 01, 2020, as Agenda Item 21.1. Final Tract Map 37439 is a 158.22-acre subdivision creating 447 residential lots, 16 open space lots, 1 park lot, 3 channel lots, and 7 water quality lots in the Harvest Valley/Winchester area. This Final Map complies in all respects with the provisions of the Subdivision Map Act and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the Final Map. The Transportation Department recommends approval of this final tract map.

BRPLD 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 37439 \$23,459,500 for the completion of road and drainage improvements.

TR 37439 \$1,136,500 for the completion of the water system.

TR 37439 \$1,719,500 for the completion of the sewer system.

TR 37439 \$520,387 for the completion of the survey monumentation.

**Additional Fiscal Information:**

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

**ATTACHMENTS:**

TR 37439 Vicinity Map

TR 37439 Improvement Agreement

TR 37439 Mylars

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



Jason Farin, Principal Management Analyst 7/28/2023



Kelly Moran, Deputy County Counsel 7/27/2023

**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 BRPLO 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 37439**, 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 **Twenty-Three Million Four Hundred Fifty-Nine Thousand Five Hundred and no/100 Dollars (\$23,459,500.00)**.

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.

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

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

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

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

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

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

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

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

Contractor  
BRPLD LLC  
3200 Park Center Drive, Suite 1000  
Costa Mesa, CA 92626

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

By  \_\_\_\_\_

Print Name \_\_\_\_\_ **Dave E. Bartlett** \_\_\_\_\_  
Title \_\_\_\_\_ **Vice President** \_\_\_\_\_

By  \_\_\_\_\_

Print Name \_\_\_\_\_ **William B. Seith** \_\_\_\_\_  
Title \_\_\_\_\_ **Secretary** \_\_\_\_\_

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

David E. Barrett  
Vice President

William H. Bell  
Secretary

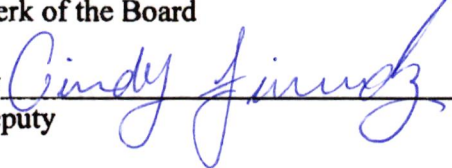
COUNTY OF RIVERSIDE SIGNATURE PAGE

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

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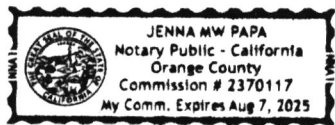
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF Orange                          )            ss.

On July 13, 2023, before me, Jenna MW Papa, Notary Public, personally appeared Dave E Bartlett and William B Seith, 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.



Jenna MW Papa  
Notary Public

1. The first part of the document is a list of names and addresses of the members of the committee. The names are listed in alphabetical order, and the addresses are given in full. The list is as follows:

Name	Address
Mr. A. B. C.	123 Main Street, New York, N.Y.
Mr. D. E. F.	456 Broadway, New York, N.Y.
Mr. G. H. I.	789 Park Avenue, New York, N.Y.
Mr. J. K. L.	1010 Fifth Avenue, New York, N.Y.
Mr. M. N. O.	1111 Madison Avenue, New York, N.Y.
Mr. P. Q. R.	1212 Lexington Avenue, New York, N.Y.
Mr. S. T. U.	1313 York Avenue, New York, N.Y.
Mr. V. W. X.	1414 East 86th Street, New York, N.Y.
Mr. Y. Z. A.	1515 East 79th Street, New York, N.Y.
Mr. B. C. D.	1616 East 72nd Street, New York, N.Y.
Mr. E. F. G.	1717 East 65th Street, New York, N.Y.
Mr. H. I. J.	1818 East 58th Street, New York, N.Y.
Mr. K. L. M.	1919 East 51st Street, New York, N.Y.
Mr. N. O. P.	2020 East 44th Street, New York, N.Y.
Mr. Q. R. S.	2121 East 37th Street, New York, N.Y.
Mr. T. U. V.	2222 East 30th Street, New York, N.Y.
Mr. W. X. Y.	2323 East 23rd Street, New York, N.Y.
Mr. Z. A. B.	2424 East 16th Street, New York, N.Y.
Mr. C. D. E.	2525 East 9th Street, New York, N.Y.

**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 <b>Clerk of the Board of Supervisors</b>		8. ORG.#	10. DATE <b>08/02/2023</b>
4. ORGANIZATION <b>County of Riverside</b>		9. ACCOUNT #	11. MEDIA CODE
5. ADDRESS <b>4080 Lemon St., Room 127</b>		12. NO. OF BOXES TRANSFERRED	
CITY <b>Riverside, Ca. 92501</b>		13. RECORDS TRANSFERRED BY:	
6. MAIL STOP <b>1010</b>	7. Name <b>Daniel Lopez</b> PHONE # <b>955-1069</b> FAX# <b>955-1071</b>	14. RECORDS COORDINATOR (must be Authorized):	

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS <small>Must be the same as records series title on schedule</small>	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Board Date 08/01/2023 - Item No 2.21				
	Final Tract Map No 37439 - Sched "A"				
	SUBDIVISION OF THE NORTHWEST 1/4 OF SEC 8, T6S, R2W, S.B.M.				
	District 3				
	WITH SUBDIVISION GUARANTEE, AND CC&RS				

2023 AUG -2 AM 10:24  
 CLERK OF SUPERVISORS

21. RECORDS RECEIVED BY: <i>J. Fernandez RO</i>		30. REMARKS	
22. TITLE <i>ACK</i>	23. RECEIVED VIA: <i>Carrier</i>		
24. DATE RECEIVED:	25. TIME RECEIVED:		
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:		
28. NAME/DATE SCANNED TO HOLDING AREA:			



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

AS A CONDITION OF DEDICATION OF LOT "D" (HOLLAND ROAD), LOT "E" (LEON ROAD), LOT "X" (CRAIG AVENUE), LOT "R" (EUCALYPTUS ROAD), LOT "I" (AUTUMN LEAF DRIVE), LOT "C" (BUTTBALL DRIVE), LOT "Y" (SMOOTH BARK DRIVE), AND LOT "T" (ROSEBUD DRIVE) THE OWNERS OF LOTS 28, 29, 41 THROUGH 52, INCLUSIVE, 131 THROUGH 143, INCLUSIVE, 170, 171, 319, 384, 385, 439, 440, 447, 451, 452, 454, 455, 456, 457, 460, 461, 462, 463, 464, 466, 467, 469, 470, 473 AND 474, ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING ONE (TWENTY-SIX FOOT) ACCESS OPENING FOR LOT 454, AS SHOWN HEREON. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

WE HEREBY RETAIN THE EASEMENTS INDICATED AS "PRIVATE DRAINAGE EASEMENT" LYING WITHIN LOT 454, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA: LOT 454, AS SHOWN HEREON, THE DEDICATION IS FOR PARK AND LANDSCAPE MAINTENANCE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA: LOTS 449 THROUGH 452, INCLUSIVE, 458, 459, 461, 462, 464, 468 THROUGH 474, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR OPEN SPACE AND LANDSCAPE MAINTENANCE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA: LOTS 449 THROUGH 452, INCLUSIVE, 458, 459, 461, 462, 464, 468 THROUGH 474, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR OPEN SPACE AND LANDSCAPE MAINTENANCE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA: LYING WITHIN LOTS 447, 455, AND 463, AS SHOWN HEREON. THE DEDICATION IS FOR TRAIL AND LANDSCAPE MAINTENANCE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: DRAINAGE EASEMENTS LYING WITHIN LOTS 447, 454, 455, 463, AS SHOWN HEREON. THE DEDICATIONS ARE FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: STORM DRAIN EASEMENT OVER ALL OF LOTS 447, 455 AND 463, AS SHOWN HEREON. THE DEDICATION IS FOR THE CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: "WATER QUALITY EASEMENT" OVER ALL OF WATER QUALITY BASIN LOTS 448, 453, 457, 460, 465, 466, AND 467. THE DEDICATION IS FOR WATER QUALITY AND INSPECTION PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE VALLEY-WIDE RECREATION AND PARK DISTRICT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA: "WATER QUALITY EASEMENT" OVER ALL OF WATER QUALITY BASIN LOTS 448, 453, 457, 460, 465, 466, AND 467. THE DEDICATION IS FOR WATER QUALITY AND LANDSCAPE MAINTENANCE PURPOSES.

WE HEREBY RETAIN LOTS 448, 453, 457, 460, 465, 466, AND 467, 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 LOTS 447, 455, AND 463, IN FEE INDICATED AS "CHANNEL" AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO EASTERN MUNICIPAL WATER DISTRICT ("DISTRICT"), A PUBLIC AGENCY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE MUNICIPAL WATER DISTRICT LAW OF 1911, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT AND RIGHT OF WAY TO CONSTRUCT, MAINTAIN, ENLARGE, RECONSTRUCT, REMOVE AND REPLACE, OPERATE, INSPECT, REPAIR, IMPROVE AND RELOCATE SEWER FACILITIES, ALL AS SHOWN ON THIS MAP WITHIN THE SUBDIVISION AND DESIGNATED "SEWER EASEMENT" HEREON, TOGETHER WITH THE RIGHT OF ACCESS TO AND FROM SAID EASEMENT FOR THE PURPOSE OF EXERCISING THE RIGHTS GRANTED IN SAID EASEMENT. OWNER RETAINS THE RIGHT TO USE THE EASEMENT AREA PROVIDED THAT OWNER SHALL NOT CONSTRUCT OR ERECT BUILDINGS, MASONRY WALLS, MASONRY FENCES AND OTHER STRUCTURES OR IMPROVEMENTS, OR PLANT OR GROW TREES OR SHRUBS, OR CHANGE THE SURFACE GRADE OR INSTALL PRIVATELY-OWNED PIPELINES WITHOUT THE PRIOR WRITTEN CONSENT OF DISTRICT.

BRPLD, LLC  
A DELAWARE LIMITED LIABILITY COMPANY

*David E. Barnett*  
NAME **David E. Barnett** TITLE **Vice President**

**BENEFICIARIES:**

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC. A CALIFORNIA CORPORATION, BENEFICIARY UNDER DEED OF TRUST RECORDED 4-27-22 AS INST. NO. 2022-0196963 AND HOLDER OF RECORDED RIGHTS TO ACQUIRE THE PROPERTY PURSUANT TO MEMORANDUM OF PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS RECORDED MARCH 8, 2021 AS INSTRUMENT NO. 2021-0147749, BOTH OF OFFICIAL RECORDS.

*Matthew L. O'Connell*  
NAME **Matthew L. O'Connell** TITLE **ASSISTANT SECRETARY**  
ROMSPEN CALIFORNIA MORTGAGE LIMITED PARTNERSHIP AN ONTARIO, CANADA LIMITED PARTNERSHIP. BENEFICIARY UNDER DEED OF TRUST

**BENEFICIARIES (CONT'D):**

CD5Y, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BENEFICIARY UNDER DEED OF TRUST RECORDED 03-16-21 AS INST. NO. 2021-0164719

*Tina Lu*  
NAME **TINA LU** TITLE **Manager**

THE CHAO DI AND KUO FUNG WANG SU FAMILY TRUST, BENEFICIARY UNDER DEED OF TRUST RECORDED 03-16-21 AS INST. NO. 2021-0164719

*Gina Yu*  
NAME **GINA YU** TITLE **Trustee**

EQUITY TRUST COMPANY, CUSTODIAN FBO STEVE BELLEFIERE BNY IBL BENEFICIARY

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

**TRACT NO. 37439**

BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 WEST SAN BERNARDINO MERIDIAN IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

ACS CONSULTING INC.

MARCH 2022

SHEET 1 OF 21 SHEETS

**RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF MAPS,  
AT PAGES \_\_\_\_\_ OF THE  
REQUEST OF THE CLERK OF THE BOARD.

NO. \_\_\_\_\_  
FEE \_\_\_\_\_

PETER ALDANA,  
ASSESSOR - COUNTY CLERK - RECORDER

BY: \_\_\_\_\_ DEPUTY

SUBDIVISION GUARANTEE:  
FIRST AMERICAN TITLE INSURANCE COMPANY

**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 \$ 1164,100.00  
DATE: July 19, 2023.

MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: *Matthew Jennings*  
DEPUTY

**THIS CERTIFICATION EXCLUDES ANY  
SUPPLEMENTAL TAX ASSESSMENTS NOT  
YET EXTENDED**

**TAX BOND CERTIFICATE**

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 1164,100.00 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: JULY 19, 2023.

CASH OR SURETY BOND  
MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: *Matthew Jennings* DEPUTY

**THIS CERTIFICATION EXCLUDES ANY  
SUPPLEMENTAL TAX ASSESSMENTS NOT  
YET EXTENDED**

**VALLEY-WIDE RECREATION AND PARK DISTRICT**

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

DATED: July 18, 2023.

BY: *Dean Wether*  
DEAN WETHER  
GENERAL MANAGER

**EASTERN MUNICIPAL WATER DISTRICT'S ACCEPTANCE STATEMENT**

I HEREBY STATE THAT THE EASEMENTS DEDICATED ON THIS MAP TO THE EASTERN MUNICIPAL WATER DISTRICT ARE HEREBY ACCEPTED AND THE DISTRICT CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

*Sheila Zelaya*  
NAME **SHEILA ZELAYA** TITLE **BOARD SECRETARY OF THE EASTERN MUNICIPAL WATER DISTRICT AND THE BOARD OF DIRECTORS THEREOF.**  
DATE: 7/18/23

**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 D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., A CALIFORNIA CORPORATION, IN MARCH, 2022. 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: MAY 19TH, 2023.

*Frank A. Artiga*  
FRANK A. ARTIGA  
L.S. NO. 8716  
EXP. 06/30/24



**COUNTY SURVEYOR'S STATEMENT**

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 37439 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON SEPTEMBER 1, 2020, THE EXPIRATION DATE BEING SEPTEMBER 1, 2023, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 7-25, 2023.

*David L. McMillan*  
DAVID L. McMILLAN  
COUNTY SURVEYOR  
L.S. 8488, EXP. 12/31/24



**BOARD OF SUPERVISOR'S STATEMENT**

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

THE OFFERS OF DEDICATION OF ABUTTER'S RIGHT OF ACCESS ALONG HOLLAND ROAD, LEON ROAD, CRAIG AVENUE, EUCALYPTUS ROAD, AUTUMN LEAF DRIVE, BUTTBALL DRIVE, SMOOTH BARK DRIVE, AND ROSEBUD DRIVE ARE HEREBY ACCEPTED.

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

THE OFFERS OF DEDICATION MADE HEREON OF THE DRAINAGE EASEMENTS ARE HEREBY ACCEPTED FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, AS PART OF COUNTY COMMUNITY FACILITIES DISTRICT NO. 23-3M, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH COUNTY STANDARDS.

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

DATED: August 1, 2023.

*Kimberly Rector*  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
BY: \_\_\_\_\_  
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:  
KIMBERLY RECTOR  
CLERK OF THE BOARD OF SUPERVISORS  
BY: *Donna Lopez*  
DEPUTY





# TRANSPORTATION DEPARTMENT

## FORM 11 SUMMARY/ROUTING FORM

BOARD APPROVAL REQUIRED:  Yes  No

COUNTY COUNSEL APPROVAL:  Yes  No

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

REQUESTED BOARD DATE: 8/1/2023	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: 3		

<b>PROJECT/SUBJECT:</b>
FINAL TRACT MAP NO: 37439 (Schedule "A")
DESCRIPTION: APPROVAL OF FINAL TRACT MAP.

CONTRACTING PARTY: Gina Ness	W.O. NO.: FTM37439 (TC-SU21)(DBF)
PROJECT MANAGER: Gina Ness	EXTENSION: 5-6711
FORM 11 AUTHOR/CONTACT: Gina Ness	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 COPIES OF THE IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE CHAIR OF THE BOARD. COB RETAINS 1 COPY OF EACH OF THE IMPROVEMENT AGREEMENT AND RETURNS THE REMAINING COPIES TO TRANSPORTATION.
THE FINAL TRACT MAP AND CC&R'S ARE TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
22648			

2.21 8/1/23  
152620

**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: 6654433

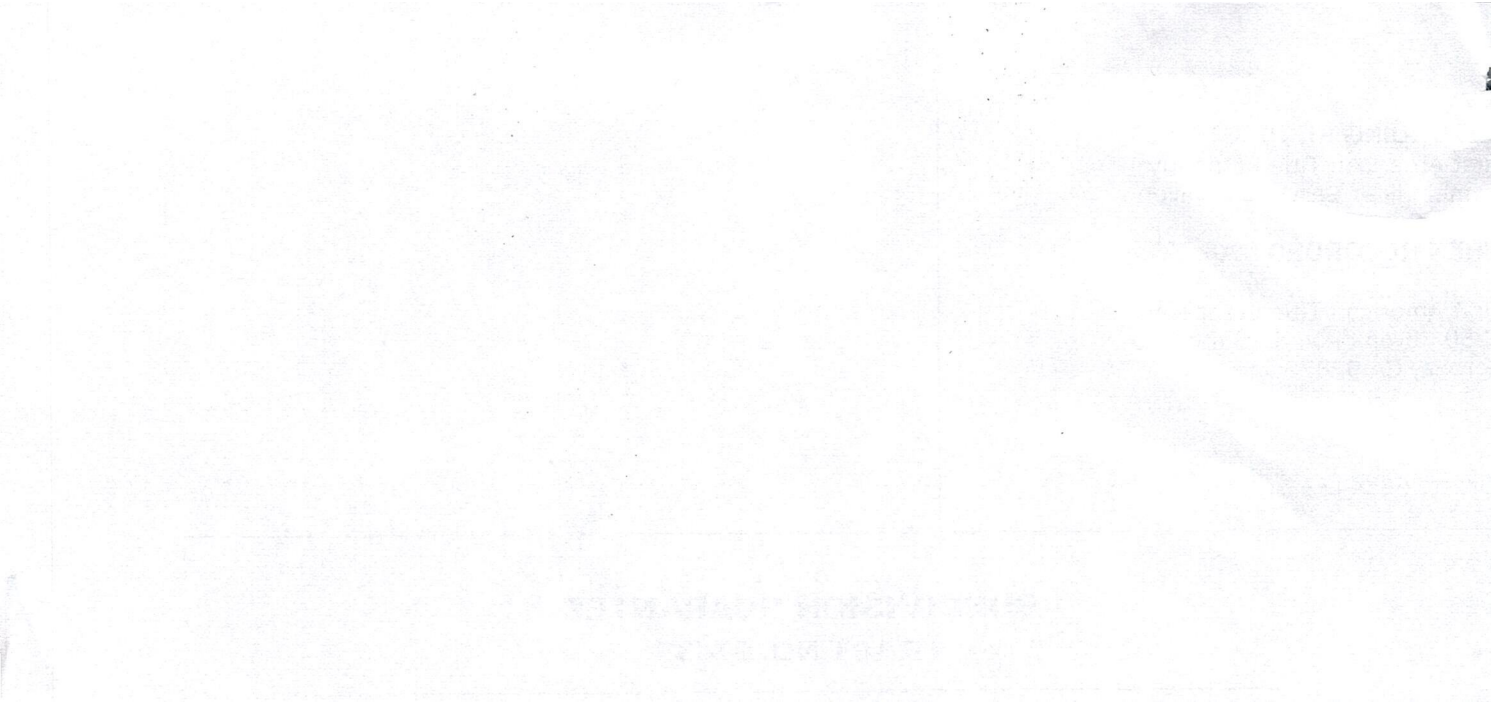
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**SUBDIVISION GUARANTEE**

**TRACT NO. 37439**

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**SUBDIVISION GUARANTEE**

Fee: \$150.00  
TRACT NO. 37439

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:

BRPLD LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC. A CALIFORNIA CORPORATION, BENEFICIARY UNDER DEED OF TRUST RECORDED 4-27-22 AS INST. NO. 2022-0196963 AND HOLDER OF RECORDED RIGHTS TO ACQUIRE THE PROPERTY PURSUANT TO MEMORANDUM OF PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS RECORDED MARCH 8, 2021 AS INSTRUMENT NO. 2021-0147749, BOTH OF OFFICIAL RECORDS.

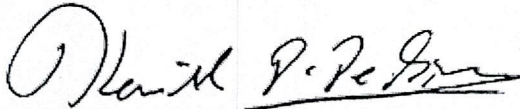
ROMSPEN CALIFORNIA MORTGAGE LIMITED PARTNERSHIP AN ONTARIO, CANADA LIMITED PARTNERSHIP, BENEFICIARY UNDER DEED OF TRUST RECORDED 03-16-21 AS INST. NO. 2021-0164715

The map hereinbefore referred to is a subdivision of:

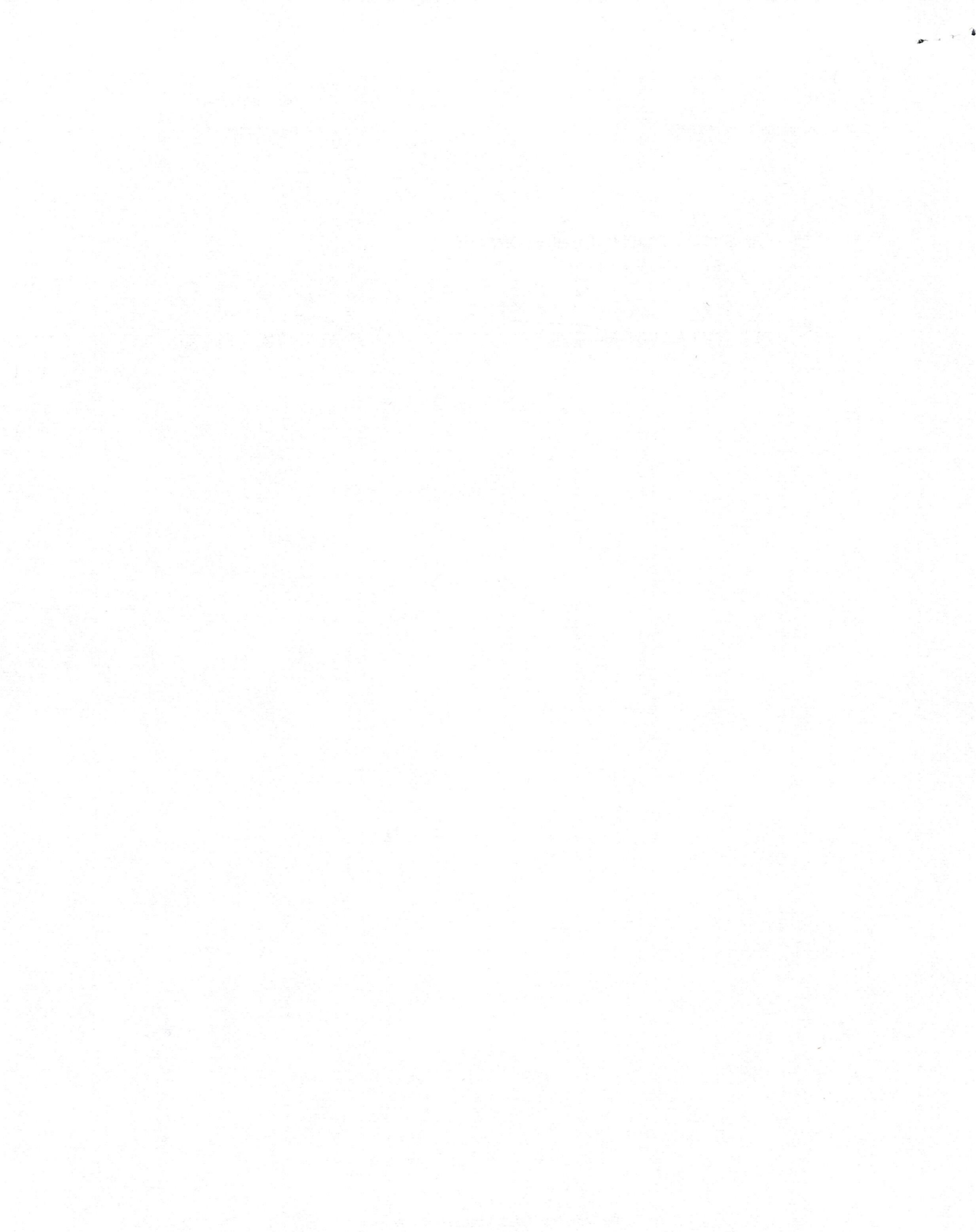
BEING A SUBDIVISION THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 WEST SAN BERNARDINO MERIDIAN IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

Dated: July 13, 2023

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary



**RECORDED AT THE REQUEST OF:**

First American Title Company

**WHEN RECORDED MAIL TO:**

D.R. Horton  
2280 Wardlow Circle, Suite 100  
Corona, CA 92878  
Attn: Canterwood Project Manager

---

SPACE ABOVE RESERVED FOR FILING STAMP

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

**NOTICE: A MASTER DISPUTE RESOLUTION DECLARATION FOR CANTERWOOD IS INCORPORATED HEREIN BY REFERENCE AND ALSO BEING RECORDED CONCURRENTLY HERewith IN THE OFFICIAL RECORDS. THE MASTER DISPUTE RESOLUTION DECLARATION REQUIRES THAT ANY DISPUTES BETWEEN DECLARANT AND AN OWNER SHALL BE RESOLVED BY THE DISPUTE RESOLUTION PROCEDURES SET FORTH THEREIN. A COPY OF THE MASTER DISPUTE RESOLUTION DECLARATION CAN BE OBTAINED FROM THE COUNTY RECORDER OF RIVERSIDE COUNTY.**

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

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS OF CANTERWOOD ("**Declaration**") is made by D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation ("**Declarant**") with reference to the facts set forth below.

**RECITALS**

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

**A.** BRPLD, LLC, a Delaware limited liability company is the owner in fee simple of that certain real property located in the unincorporated area of the County of Riverside, State of California, more particularly described in **Exhibit "A"** attached hereto and incorporated herein ("**Property**"). Declarant has the right to purchase the property from BRPLD, LLC, a Delaware limited liability company.

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

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

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

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

**F.** A separate Master Dispute Resolution Declaration will or has been recorded against the Property and will set forth, among other matters, Declarant's dispute resolution procedures for the resolution of all claims by an Owner involving Declarant. Each Owner is bound by the dispute resolution procedures set forth in the Master Dispute Resolution Declaration.

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

**ARTICLE 1  
DEFINITIONS**

**1.1** "**Annexable Property**" means that certain real property described in **Exhibit "B"** attached hereto, all or any of which Annexable Property may be annexed into the Declaration as set forth in **Article 8** (Annexation of Annexable Property and Supplementary Declaration), and any adjustments or modifications to such Annexable Property as the result of the recordation of any modification or adjustment in the Final Map. The Annexable Property is not subject to or burdened by this Declaration until such time as it is annexed in



accordance with the procedures described in **Article 8** (Annexation of Annexable Property and Supplementary Declaration).

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

**1.3** "**Control**" as used herein is defined as possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or company, whether through the ownership of voting securities, by contract, or otherwise.

**1.4** "**County**" means the County of Riverside, California.

**1.5** "**Covenants**" means the covenants, conditions, restrictions, easements, reservations, liens and charges set forth in this Declaration.

**1.6** "**Declarant**" means D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation and shall include those successors and assigns of D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation who acquire or hold title to any part or all of the Property for purposes of development and are expressly named as a successor Declarant to all or a portion of Declarant's rights in an Assignment of Declarant's Rights ("**Assignment of Declarant's Rights**") executed by Declarant or a successor Declarant, and recorded in the Official Records assigning the rights and duties of Declarant to such successor Declarant, and such successor Declarant accepts the assignment of such rights and duties. A successor Declarant shall also be deemed to include the beneficiary under any deed of trust securing an obligation from a then existing Declarant encumbering all or any portion of the Property, which beneficiary has acquired any such portion of the Property by foreclosure power of sale or deed in lieu of such foreclosure or sale.

**1.7** "**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 and its current and future affiliates. As used herein, "affiliates" means any other person or company that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person or company.

**1.8** "**Declaration**" means this Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Canterwood and all amendments to this Declaration and any Supplementary Declarations as may be recorded, from time to time, in the Official Records.

**1.9** "**Final Map**" means the final map covering the Property recorded in the Official Records, and any adjustments or corrections thereto.

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

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

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

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

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

**1.15** "**Limited Warranty**" means the D.R. Horton 10-4-1 Limited Warranty provided by Declarant to Owners for Lots conveyed by Declarant which is contained in the Homeowner Maintenance Manual.

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

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

**1.18** "**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 Property or Annexable Property. The Master Dispute Resolution Declaration recorded in the Official Records constitutes a part of this Declaration and is incorporated herein by this reference as though set forth in full herein. A copy of the Master Dispute Resolution Declaration can be obtained from the County Recorder of Riverside County.

**1.19** "**Official Records**" means the Office of the County Recorder of the County where the Property is located.

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

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

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

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

**1.24** "**Supplementary Declaration**" means those certain Supplementary Declarations or similar instruments, which may be recorded by Declarant without the consent of any Owner while Declarant owns

any portion of the Property or Annexable Property to do any of the following: (a) annex all or a portion of the Annexable Property to this Declaration or designate Lots as a phase, (b) de-annex any portion of the Property prior to conveyance to an Owner, (c) prior to Annexation, delete any portion of the Annexable Property from the description of the Annexable Property attached to this Declaration, (d) make modifications or adjustment to the description of the Annexable Property to reflect Declarant's development plan or any lot line adjustments, parcel maps and final subdivision maps and/or conditions or requirements imposed by Governmental Agencies, (e) make such other complementary additions and/or modifications necessary to reflect the different character of the Annexable Property, (f) impose additional covenants and restrictions on the Annexable Property, (g) conform this Declaration or any previously recorded Supplementary Declarations to Governmental Requirements and/or (h) make corrections or modifications to the provisions of this Declaration or previously recorded Supplementary Declaration(s), including but not limited to exhibits attached thereto.

## **ARTICLE 2 GENERAL PLAN OF DEVELOPMENT AND DECLARANT'S RIGHTS**

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

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

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

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

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

**2.4 Rights to Change Size and Appearance of the Property.** Declarant shall not be prevented from increasing or decreasing the number of Lots that may be annexed to the Property or from changing the exterior appearance of Improvements or any other matter directly or indirectly connected with the Property in any manner deemed desirable by Declarant, if Declarant satisfies the applicable Governmental Requirements.

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

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

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

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

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

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

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

**2.7 Supplementary Declaration.** A Supplementary Declaration may be recorded by Declarant at any time for any of the purposes for which a Supplementary Declaration may be recorded as described in **Section 1.24** (Supplementary Declaration) without the consent of any other Owner.

**2.8 Power of Attorney.** Each Owner, by accepting a deed to a Lot, shall be deemed to have (a) agreed and acknowledged that the Owners own no interest in the Annexable Property which may be developed, if at all, by Declarant in its sole and absolute discretion, and (b) irrevocably appoint Declarant, for so long as Declarant owns all or any portion of the Property or Annexable Property, as its Attorney-in-Fact, to prepare, execute, acknowledge and record any correction or modification to the Final Map for all or any portion of the Property or Annexable Property regardless of whether Declarant owns any interest in the property which is the subject of such Final Map. The acceptance or creation of any mortgage or other encumbrance, whether or not voluntary, created in good faith, or given for value, shall be deemed to be accepted or created subject to each of the terms and conditions described in this Section.

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

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

**3.2 Easements for Encroachments.** Declarant hereby creates and reserves for itself, and its successors and assigns, and grants to each Owner, valid easements appurtenant to each Lot on, over and across contiguous Lots for the purposes of accommodating any natural movement or settlement of common walls or fences and appurtenant foundations and footings, and for minor engineering errors, errors in construction, reconstruction, repair, support and accommodation of any portion of said common walls and fences and for the maintenance thereof. The rights and obligations of an Owner shall not be altered in any way by such encroachment, settlement or shifting.

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

**3.3.1 Utility Easements Shown on Final Map or Otherwise of Record.** Easements have been or will be created and reserved on the Final Map or in other recorded instruments for the

construction, installation, maintenance, operation, repair and replacement of electric, telephone, cable television (or CATV service), water, gas, sanitary sewer and drainage facilities ("**Utility Facilities**").

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

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

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

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

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

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

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

## ARTICLE 4 USE RESTRICTIONS

**4.1 Declarant.** None of the restrictions set forth in this **Article 4** (Use Restrictions) shall apply to Declarant.

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

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

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

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

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



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

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

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

**4.10 Compliance With Applicable Laws.** Each Owner shall comply with all Applicable Laws.

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

**4.12 Repair and Reconstruction.** In the event of damage or destruction to a Residence or other portion of a Lot ("**Damaged Improvement(s)**"), the Owner shall promptly, after the damage or destruction (a) commence to restore, repair, rebuild or reconstruct such Damaged Improvement(s) and diligently pursue such reconstruction to completion, or (b) clear such Owner's Lot and maintain the same clear of all debris, weeds, rubbish and other unsightly and unsafe materials. If the Owner elects to rebuild, all repairs and restoration shall be completed in a good and workmanlike manner, consistent with Governmental Requirements and in substantial conformance with the original design so that the Residence is architecturally and aesthetically compatible with surrounding Improvements.

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

**4.14 Solar Energy Systems.** Nothing in this Declaration shall be interpreted to restrict the right of any Owner to install or use any solar energy system on the Owner's Lot or Residence, in conformance with Applicable Laws, any applicable Supplementary Declaration and any other applicable covenants or



restrictions. For this Declaration, a solar energy system is defined as stated in California Civil Code Section 801.5, as may be amended.

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

**4.16 Leasing.** No Owner shall be permitted to rent or lease such Owner's Lot for transient or hotel purposes, or for a period of less than thirty (30) days. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of this Declaration, and that any failure by the tenant or lessee to comply with the terms hereof shall constitute a default under such agreement. Notwithstanding the foregoing, to the extent that Applicable Laws require that an Owner be allowed to lease the accessory dwelling unit or junior accessory dwelling unit, 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 accessory dwelling unit or junior accessory dwelling unit. To the extent the rental restrictions set forth in this Section violate the requirements of any Federal Agency or Governmental Entity, such restrictions shall be deemed to no longer apply.

**4.17 Drilling.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any Lot. No derrick or other structure designed for use in boring for water, oil, or natural gas shall be erected, maintained or permitted upon any Lot.

**4.18 Mineral Exploration.** No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, gravel, earth or any earth substance or other mineral of any kind. Notwithstanding the foregoing, nothing in this Declaration shall be deemed to prohibit, impair or in any way limit the rights of Declarant or any Declarant Parties (and any successors and assigns to Declarant's rights) to drill for, explore for, mine and/or remove any subsurface resources from the Property, and Declarant and any successors and assigns to Declarant's rights shall have such rights, including, without limitation, the right to whipstock or directionally drill and mine from lands other than the Property, wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such whipstocked or directionally drilled wells, tunnel and shafts within or beyond the exterior limits of the Property.

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

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

**4.21 Reduction of Pollutants in Storm Water.**

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

**4.21.2 Storm Water Pollution Prevention Best Management Practices.** To comply with the requirements of the County in connection with the storm-water pollution prevention best management practices, each Owner agrees that it will, at all times, maintain all Improvements on Owner's Lot in a clean, safe and attractive condition, free and clear of any and all debris. All landscaping shall be maintained by an Owner in a manner that will prevent soil erosion and minimize sediment transport. If Declarant has installed any erosion protection devices (e.g., sandbags) an Owner shall not remove such devices unless and until all landscaping has been installed on a Lot, and has sufficiently grown so as to prevent soil erosion and transport of any sediment. All trash receptacles on an Owner's Lot shall be covered and closed at all times. Each Owner of a Lot is obligated to comply with any storm-water pollution prevention best management practices implemented from time to time by the Governmental Agencies.

**4.21.3 Right of Entry.** Declarant and Declarant's agents and employees shall have the right to enter upon any Lot (other than the interior of the Residence situated thereon) to perform the Maintenance Obligations required to be performed by the Owner to the extent required under this **Section 4.21 (Reduction of Pollutants in Storm Water)**. This right of entry by Declarant shall continue until Declarant's notice of termination is approved by the Regional Water Quality Control Board and the State Water Resources Control Board.

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

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

**4.23 No Easements for View Purposes; Disclaimer.** Neither Declarant nor the employees or agents of Declarant, have made any representations whatsoever concerning the view, if any, that a particular Lot or other Improvement thereon will enjoy. There are no express or implied easements whatsoever appurtenant to any Lot for view purposes, or for the passage of light and air across any other Lot or any real property not within the Property, regardless of whether such Lot is owned by Declarant. Each Owner, by accepting a deed to a Lot, hereby expressly acknowledges and agrees that walls and fences constructed by Declarant, and further construction, development and growth of landscaping, both within the Property and in the immediate vicinity of the Property may impair the view from such Owner's Lot, and each Owner hereby expressly consents to any such impairment.

**4.24 Agricultural Use.** Areas within the vicinity of the Property may be used for 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. Conditionally allowed uses may include, without limitation, sanitary landfill that does not include processing salvaged material, flight strip, cemetery, composting facility, hog ranch, and drilling for and removal of oil, gas or other hydrocarbon substances. Crop-duster airplanes may be common in the vicinity of the Property 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 also may be practiced in the County. Declarant encourages Owner to spend time in the vicinity of the Property to experience the agricultural environment and consider whether living in an area with a strong rural character and an active agricultural sector will suit Owner's use of the Residence. Owner is advised to carefully consider all adverse impacts of living within an area zoned for agricultural use and all other nuisances that may result from the proximity of agricultural lands to the Property before deciding to purchase a residence at the Property. It is possible that in the future the agricultural areas may be developed into residential areas or other uses. For information regarding the agricultural use within the area, Owner should contact the County Planning Department.

## **ARTICLE 5 MAINTENANCE**

**5.1 Maintenance of Lots.** Each Owner shall be responsible for and shall bear all costs of maintaining such Owner's Lot and all Improvements thereon. Each Owner shall be responsible for maintaining and keeping street trees, if any, in good condition at all times. The County shall have the right to review and approve any action by an Owner to remove and/or replace any street trees.

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

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

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

## **ARTICLE 6 ARCHITECTURAL APPROVAL**

**6.1 Architectural Approval.** Until the date which is twelve (12) months after the conveyance of the last Lot in the Property to an Owner from Declarant, no Outdoor Improvements shall be installed upon a Lot until the plans and specifications therefore showing the nature, design, kind, shape, height, width, color, materials, and location ("**Plans**") have been submitted to and approved by Declarant in accordance with the procedures set forth in **Sections 6.2** (Submittal of Plans) and **6.3** (Architectural Approval – Review of Plans). To the fullest extent permitted by Applicable Laws, Declarant Parties shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any act, omission of negligence in connection with the approval, conditional approval or disapproval of Plans. Declarant may, in its discretion and at any

time, waive its approval rights granted under this **Article 6** (Architectural Approval), subject to such terms and conditions as Declarant may impose.

**6.2 Submittal of Plans.** Any Owner desiring to install any Outdoor Improvement requiring Declarant's approval shall submit Plans to Declarant either: (i) by nationally recognized overnight courier with receipt for delivery, or (ii) by United States certified or registered mail, postage prepaid, return receipt requested. All Plans for Outdoor Improvements requiring a County permit shall have been prepared by an architect, engineer or designer licensed or certified by the State of California, or by such other person, including an Owner, as may be approved in writing, by Declarant. The initial address, until otherwise changed, for submission of Plans to Declarant shall be the address for Declarant set forth in **Section 9.9** (Notices).

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 7 ENFORCEMENT**

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

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

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

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

## **7.5 Resolution Claims Process.**

**7.5.1 Definitions.** For the purposes of this **Section 7.5** (Resolution Claims Process) the following terms shall have the meanings specified below:

(a) "**Claim Process**" means those non-adversarial procedures set forth in Chapter 4 of the Right to Repair Act described below.

(b) "**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 by 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.

(c) "**Dispute**" means any claim, issue or controversy that arises from or is related in any way to: (i) the Property, (ii) a Residence or (iii) the relationship between any Owner(s) and Declarant, whether contractual, statutory or in tort, including without limitation, claims, issues or controversies that arise from or are related to the purchase, sale, condition, design, construction or materials used in construction of any portion of the Property or any portion of a Lot, the agreement between Declarant and an Owner to purchase a Residence or any related agreement, any other agreement between Declarant and an Owner, any Limited Warranty, any disclosures provided to an Owner by Declarant, or any alleged deficiencies in the construction, design, specifications, surveying, planning, supervision, testing, or observation of construction related to an Owner's Lot, including without limitation, any Construction Defect Claim.

(d) "**Right to Repair Act**" means Title 7, Part 2 of Division 2 of the California Civil Code Section 895 through 945.5 inclusive.

### **7.5.2 Claim Process.**

(a) **Construction Defect Claims.** If an Owner asserts a Construction Defect Claim but elects not to make a claim under the Limited Warranty, the Owner shall file a written notice of claim with the Agent set forth in the Master Dispute Resolution Declaration. The Notice of Defect Claim must include all information required by California Civil Code Section 910 and, to the fullest extent permitted by Applicable Laws, shall: (a) provide the Owner's name, address and telephone number (or the information necessary to use an alternative method of contact such as facsimile or e-mail); and (b) describe the Construction Defect Claim in sufficient detail to enable Declarant to determine the location, nature and extent of the Construction Defect Claim and what area or components of the Residence are involved. If for any reason the Construction Defect Claim is not subject to the Right to Repair Act, Declarant and/or Owner shall nevertheless comply with nonadversarial procedures set forth in Chapter 4 of the Right to Repair Act to the same extent as though the Construction Defect Claim was subject to the Right to Repair Act.

(b) **Other Claims.** If a Dispute does not involve a Construction Defect Claim ("**Other Claim**") and is not resolved to the satisfaction of an Owner, the Owner shall file a written Notice of Other Claim in conformance with the requirements set forth in the Master Dispute Resolution Declaration.

(c) **Conflict.** In the event of any conflict between the provisions of this **Section 7.5** (Resolution Claims Process) and the Master Dispute Resolution Declaration, the terms of the Master Dispute Resolution Declaration shall control.

**7.5.3 Legal Remedies.** If any Dispute is not resolved in conformance with the Claim Process or mediation to the extent required under the Master Dispute Resolution Declaration, then the party asserting the Construction Defect Claim or Other Claim shall be entitled to pursue its remedies at law or equity.

**ARTICLE 8**  
**ANNEXATION OF ANNEXABLE PROPERTY AND SUPPLEMENTARY DECLARATION**

**8.1 Annexation.** Declarant, its successors and assigns shall have the right, at any time, and from time to time, to add all or any portion of the Annexable Property to the Property, and to subject such Annexable Property to the Covenants of this Declaration by recording a Supplementary Declaration with respect to such portion of the Annexable Property to be annexed in accordance with the provisions of this Article. If Declarant is not the owner of the Annexable Property being annexed, then the owner of such property shall also execute any Supplementary Declaration which annexes such owner's property. All or any portion of the Annexable Property may be annexed to and become subject to this Declaration without the approval or assent of the Owners. The Annexable Property is not subject to or burdened by this Declaration until such time as the Annexable Property is annexed in accordance with the procedures described in this Article.

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

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

**8.3 Amendments to Supplementary Declarations.** Notwithstanding any other provisions in this Declaration to the contrary, a Supplementary Declaration may be amended by the requisite affirmative vote of Owners, as set forth in **Article 6** (Architectural Approval), in only the Annexable Property described in said Supplementary Declaration rather than all Owners in the Property, on condition that: (a) such amendment applies only to the Annexable Property described in said Supplementary Declaration; (b) that such amendment shall not revoke or otherwise contradict any of the other Covenants set forth in this Declaration; and (c) that the consents described in **Section 9.8** (Amendments) have been obtained.

**ARTICLE 9**  
**GENERAL PROVISIONS**

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

**9.2 Right of De-Annexation.** Declarant hereby reserves the right to de-annex any Lots subject to this Declaration, and to delete said Lots from the scheme of this Declaration, provided that Declarant is the owner of such Lots to be de-annexed from this Declaration.

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

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

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

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

**9.7 Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development, use, occupancy and enjoyment of the Property. The Article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

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

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

If to Declarant: D.R. Horton  
2280 Wardlow Circle, Suite 100  
Corona, CA 92880  
Attention: Forward Planning

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

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

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



9.12 **Exhibits.** All exhibits referred to herein are incorporated by reference.

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

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

Date: 2/10/23

"DECLARANT"

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation

By: [Signature]  
Name: Jennifer L. O'Leary  
Title: Assistant Secretary

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

State of California )  
County of Riverside )

On February 10, 2023, before me, Ginger Lovett, a Notary Public, personally appeared Jennifer L. O'Leary, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature]



CONSENT OF RECORD OWNER

The undersigned ("Record Owner") hereby consents to the recordation of this instrument which encumbers the real property owned by the undersigned covered under this Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Canterwood.

Date: \_\_\_\_\_

RECORD OWNER:

BRPLD, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: **Dave E. Bartlett**

Title: **Vice President**

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 February 14, 2023, before me, Meagan Knecht, a Notary Public, personally appeared Dave E. Bartlett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]





SUBORDINATION AGREEMENT

The undersigned ("**Beneficiary**") holds the beneficial interest in that certain Deed of Trust made by BRPLD LLC, a Delaware limited liability company in favor of Beneficiary and recorded in the Office of the County Recorder of Riverside County on April 27, 2022 as Instrument No. 2022-0196963, which Deed of Trust encumbers all or a portion of the real property covered by the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Canterwood ("**Declaration**"). Beneficiary now subordinates the Deed of Trust and its beneficial interest thereunder to (a) the foregoing Declaration, (b) any Supplementary Declaration which is recorded pursuant to the Declaration, and (c) any amendment or restatement of the Declaration or any Supplementary Declaration.

Dated: 2/10/23

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation

By: [Signature]  
Name: Jennifer L. O'Leary  
Title: Assistant Secretary

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

State of California )  
County of Riverside )

On February 10, 2023, before me, GINGER LOVETT, a Notary Public, personally appeared Jennifer L. O'Leary who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature]



SUBORDINATION AGREEMENT

The undersigned ("Beneficiary") holds the beneficial interest in that certain Deed of Trust made by SUN HOLLAND, LLC, a California limited liability company in favor of Beneficiary and recorded in the Office of the County Recorder of Riverside County on March 16, 2021 as Instrument No. 2021-0164715, which Deed of Trust encumbers all or a portion of the real property covered by the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Canterwood ("Declaration"). Beneficiary now subordinates the Deed of Trust and its beneficial interest thereunder to (a) the foregoing Declaration, (b) any Supplementary Declaration which is recorded pursuant to the Declaration, and (c) any amendment or restatement of the Declaration or any Supplementary Declaration.

Dated: March 3, 2023

ROMSPEN CALIFORNIA MORTGAGE LIMITED PARTNERSHIP, an Ontario, Canada limited partnership

By: [Signature]  
Name: Trevor A Jenkins  
Title: Attorney in Fact

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~~ Missouri )  
County of Jackson )

On March 3, 2023, before me, Donna J. Martin a Notary Public, personally appeared Trevor A. Jenkins, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature: Donna J. Martin]

DONNA J. MARTIN  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: Aug 05, 2023  
Commission # 15441459

SUBORDINATION AGREEMENT

The undersigned ("Beneficiary") holds the beneficial interest in that certain Deed of Trust made by SUN HOLLAND, LLC, a California limited liability company in favor of Beneficiary and recorded in the Office of the County Recorder of Riverside County on March 16, 2021 as Instrument No. 2021-0164719, which Deed of Trust encumbers all or a portion of the real property covered by the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Canterwood ("Declaration"). Beneficiary now subordinates the Deed of Trust and its beneficial interest thereunder to (a) the foregoing Declaration, (b) any Supplementary Declaration which is recorded pursuant to the Declaration, and (c) any amendment or restatement of the Declaration or any Supplementary Declaration.

Dated: 03/06/2023

CDSY, LLC, a California limited liability company

By: [Signature]  
Name: Ting Lu  
Title: Manager

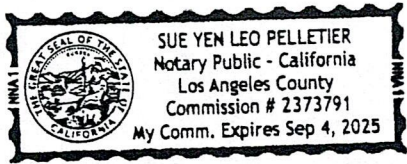
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On 03/06/2023, before me, Sue Yen Leo Pelletier, a Notary Public, personally appeared Ting Lu, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Signature]

**EXHIBIT "A"**  
**PROPERTY**

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

LOTS 1 THROUGH 446, INCLUSIVE, OF TRACT NO. 37439 IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK \_\_\_\_, OF MAPS, PAGES \_\_-\_\_, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**EXHIBIT "B"**  
**ANNEXABLE PROPERTY**

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

LOT 456 OF TRACT NO. 37439 IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK \_\_\_\_, OF MAPS, PAGES \_\_-\_\_, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



**RECORDING REQUESTED BY:**

First American Title Company  
Homebuilder Services Division

**WHEN RECORDED MAIL TO:**

D.R. HORTON  
2280 WARDLOW CIRCLE, SUITE 100  
CORONA, CA 92878  
ATTN: CANTERWOOD PROJECT  
MANAGER

Order: 6654433

---

APN: 466-310-002  
TRA: 054-105

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

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

---



LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

Website: [www.riversideacr.com](http://www.riversideacr.com)

DOCUMENTARY TRANSFER TAX AFFIDAVIT

**WARNING**

ANY PERSON WHO MAKES ANY MATERIAL MISREPRESENTATION OF FACT FOR THE PURPOSE OF AVOIDING ALL OR ANY PART OF THE DOCUMENTARY TRANSFER TAX IS GUILTY OF A MISDEMEANOR UNDER SECTION 5 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE AND IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

ASSESSOR'S PARCEL NO. 466 --310 --002  
Property Address: Vacant Land

I declare that the documentary transfer tax for this transaction is: \$0.00.

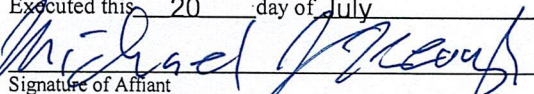
If this transaction is exempt from Documentary Transfer Tax, the reason must be identified below.

I CLAIM THAT THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX BECAUSE: (The Sections listed below are taken from the Revenue and Taxation Code with the exception of items 9 and 10 which are taken from Riverside County Ordinance 516). Please check one or explain in "Other".

1.  Section 11911. The consideration or value of the property, exclusive of any liens and encumbrances is \$100.00 or less and there is no additional consideration received by the grantor.
2.  Section 11911. The conveyance transfers to a revocable living trust by the grantor or from a revocable living trust to a beneficiary.
3.  Section 11921. The conveyance was given to secure a debt.
4.  Section 11922. The conveyance is to a governmental entity or political subdivision.
5.  Section 11925. The transfer is between individuals and a legal entity or partnership, or between legal entities and does not change the proportional interests held.
6.  Section 11926. The conveyance is to a grantee who is the foreclosing beneficiary and the consideration paid by the foreclosing beneficiary does not exceed the unpaid debt.
7.  Section 11927. The conveyance relates to a dissolution of marriage or legal separation.  
(A spouse must sign a written recital in order to claim this exemption. This form may be used for that purpose.)
8.  Section 11930. The conveyance is an *inter vivos* gift\* or a transfer by death.  
\*Please be aware that information stated on this document may be given to and used by governmental agencies, including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.
9.  Section 8. The easement is not perpetual, permanent, or for life.
10.  Section 9. The document is a lease for a term of less than (35) years (including written options.)
11.  Other (Include explanation and legal authority) \_\_\_\_\_

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this 20 day of July, 2023 at Corona, CA State

  
Signature of Affiant

Michael Keough  
Printed Name of Affiant

First American Title - HSD  
Name of Firm (if applicable)

1250 Corona Pointe, Suite 200, Corona, CA 92879  
Address of Affiant (including City, State, and Zip Code)

951-256-5827  
Telephone Number of Affiant (including area code)

This form is subject to the California Public Records Act (Government Code 6250 et. seq.)

For Recorder's Use:

Affix PCOR Label Here

