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Page 1 of 142

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County of Riverside

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Assessor-County Clerk-Recorder



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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
INDIAN CANYON & 18<sup>th</sup> PROPERTY OWNERS ASSOCIATION**

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**(Title of Document)**

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
INDIAN CANYON & 18th PROPERTY OWNERS ASSOCIATION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR **INDIAN CANYON & 18th PROPERTY OWNERS ASSOCIATION** (this "Declaration") is made effective as of **July 8, 2019** by **COACHILLIN' HOLDINGS LLC.**, A CALIFORNIA LIMITED LIABILITY COMPANY ("Declarant").

**RECITALS**

- A.** Declarant is the owner of the real property located in the City of Desert Hot Springs (the "City"), County of Riverside (the "County"), State of California (the "State") that is depicted on **Exhibit A-1** (the "Property") and that is more particularly described on **Exhibit A-2** (the "Project"). The Project consists of approximately one hundred and forty-three acres (143 net acres) after Right-of-Way dedications (the "Site") located at the intersection of Indian Canyon and Eighteenth in Desert Hot Springs, Riverside County, California.
- B.** Declarant subdivided the Site into 43 parcels, hereinafter "Map". Map was recorded in the Office of the Riverside County Recorder on 12/22/2017 as Document No. 2017-537543, a copy of which is attached hereto as **Exhibit B**.
- C.** The Project was made subject to that certain Declaration of Covenants, Easements and Restrictions for the Indian Canyon & 18<sup>th</sup> Property Owners Association, dated April 7, 2017 and recorded as 2018-0035724 in the County of Riverside records (the "Original Declaration");
- D.** Declarant has and intends from time to time to continue to sell "Parcels" of the Project to buyers for purposes of developing, improving and occupying or leasing such portions of the Project in conformity with this Declaration.
- E.** It remains Declarant's intent that the Project shall be held, improved and conveyed subject to those certain protective covenants, conditions and restrictions set forth herein in order to create mutually equitable servitudes upon the Site in favor of all Parcels/Buildings/Businesses located therein, creating reciprocal

rights and obligations between the respective Parcel Owners and creating privity of contract and estate between Owners pursuant to the California Commercial and Industrial Common Interest Development Act commencing with California Civil Code section 6500.

- F. The Site shall be subject to this Amended and Restated Declaration of Covenants, Conditions and Restrictions.
- G. The Specific Plan ("SP") #01-17, and any amendments thereto, along with this Declaration shall continue to govern the use and development of the Project, which allows general light industrial activities, manufacturing, warehousing, general business and marketing activities within the buildings on the Parcels that do not contribute excessive noise, dust, smoke, gas, fumes, obnoxious odors or vibration to the surrounding environment and do not contain a high hazard potential due to the nature of the material or products involved. Heavy industrial uses are not allowed.
- H. It is the continued intent of Declarant and the purpose of this Declaration to create a high quality successful business park environment and community for companies that will be sustainable through maintenance, landscaping and other attractive qualities that allow businesses, clientele and other groups to work in a harmonious cooperative manner.
- I. The easements established hereby shall run with the land and inure and pass with the land and shall apply to and bind the respective successors-in-interest of Parcels that are respectively burdened and benefited thereby. As provided in this Declaration, the easements established hereby shall be for the mutual benefit of all the Parcels.
- J. It is the intent of Declarant and the purpose of this Declaration to allow general, light industrial activities, commercial retail, industrial energy, public utility, and agricultural activities. This includes but is not limited to: manufacturing, anaerobic digestion, natural gas & biogas power generation facilities, food & medicine, cultivation, botanical cultivation and extraction, warehousing, solar and wind power generation, hot and chilled water distribution, general business and marketing activities to be carried out in designated areas within building(s) on the Property that do not contribute excessive noise, dust, smoke, gases, fumes, odors, or

vibration to the surrounding environment and do not contain a high hazard potential due to the nature of the products, material or processes involved.

**ARTICLE I  
GENERAL PROVISIONS**

**1. ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS.**

- 1.1. Declarant hereby declares that the Project is now held, and shall hereafter be sold, improved, conveyed and occupied subject to this Declaration each and all of which is and are for, and shall inure to, the benefit of and pass with each and every portion of the Project and shall apply to and bind the heirs, assignees and successors in interest of any owner thereof and any Parcel Owner.

**ARTICLE II**

**PURPOSE OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**2. PURPOSE OF COVENANTS, CONDITIONS AND RESTRICTIONS.** The purpose of these covenants, conditions and restrictions includes, but is not limited to:

- 2.1. Encouraging and ensuring the proper development and use of the Project,
- 2.2. Protecting Declarant and any Parcel Owner of each Parcel against any improper development and use of adjacent and surrounding Parcels,
- 2.3. Preventing the construction on the Project of structures built of improper design or materials,
- 2.4. Encouraging the construction of attractive improvements at appropriate locations,
- 2.5. Preventing the construction of haphazard and inharmonious improvements,
- 2.6. Ensuring the common use, maintenance, repair and enjoyment of the Common Areas by all Parcel Owners and Occupants within the Project, and
- 2.7. Enhancing and protecting the value, desirability and attractiveness of the entire Project.



**DEFINED TERMS.** As used in this Declaration, the following initially capitalized terms shall have meanings specified in this **Article II**. Certain other terms are defined in other provisions of this Declaration.

**"Allocable Share"** means the proportionate share of all Common Area Expenses attributable to each Parcel. The Allocable Share of the Common Area Expenses for each Parcel shall be a fraction whose numerator shall be the approximate total acreage contained within such Parcel and whose denominator shall be the aggregate approximate total acreage contained within all Parcels. The reasonably estimated Allocable Share for each Parcel as of the date hereof is shown on **Exhibit D**. The acreage listed for each Parcel is presumed to be correct and is not subject to change, except to the extent that Declarant reasonably determines that the then Allocable Share of any Parcel, based on any recalculation, Parcel line adjustment, re-mapping or the like is inaccurate by more than five (5) percent. In the event of any such adjustment, Declarant shall amend **Exhibit B** by recording an amendment to this Declaration.

**"Assessments"** shall have the meaning set forth in **Section IX**.

**"Association"** shall mean and refer to the **Indian Canyon & 18th Property Owners Association**, a California nonprofit mutual benefit corporation, its successors and assigns.

**"Board of Directors"** and/or **"Board"** shall mean and refer to the Board of Directors of the Association. The Board shall be comprised of only Parcel Owners and no proxy shall be allowed to perform the duties and obligations of any board member.

**"Building"** means any Improvement that has a roof and floor.

**"Bylaws"** shall mean the duly adopted Bylaws of Indian Canyon & 18th Property Owners Association, a California nonprofit corporation, as may be amended from time to time, which are attached hereto as **Exhibit E** and incorporated herein by reference.

**"CEQA"** means the California Environmental Quality Act, California Government Code section 65941, et seq., as amended.

**"City"** shall have the meaning set forth in the Recitals to this Declaration.

**"Common Area" or "Common Areas"** shall mean any portion of the Project that is designated by Declarant or the Association as available for the non-exclusive use by Parcel Owners including, but not limited to, the perimeter wall surrounding the Project and entrance gates to the Project, roadways, driveways and other paved areas, landscaping and other green space, and water retention basins. At the time the Common Areas are transferred to the Association, following completion of all required Common Area improvements (including the Initial Common Infrastructure) the Association shall be responsible for maintenance of and ownership of the Common Areas. Areas which benefit the Project shall be maintained by the Association, including but not limited to drainage channels and retention basins.

**"Common Area Expenses"** means, as to each Parcel Owner, any and all costs, charges, fees and expenses incurred by Declarant and/or the Association in performing the Declarant's and/or Association's obligations hereunder. Without limiting the generality of the foregoing, "Common Area Expenses" shall include, without limitation, charges, costs, fees and expenses for: (1) the upkeep, maintenance, management, operation, repair (including replacement, if necessary) of the Common Areas, Parcels conveyed to the Association, or any portion thereof; (2) management and administration of Declarant and/or the Association, including compensation paid by Declarant and/or the Association to managers, accountants (including the costs of audits and related financial statements and the preparation of reports with respect to Declarant's and/or the Association's books and records in concern for its duties under this Declaration), attorneys and employees and to any Person retained by Declarant and/or the Association for purposes of performing and discharging Declarant's and/or the Association's duties; (3) utilities, irrigation, gardening and other services, if any, for the Common

Areas provided by Declarant and/or the Association (specifically excluding any such services provided by a Parcel Owner for its own Parcel pursuant to its Utilities Easement rights provided herein); (4) fire, casualty, liability, workmen's compensation, earthquake, flood, terrorism, such other insurance covering the Common Areas as Declarant and/or the Association may elect to carry, any deductible amounts paid thereunder and, provided that Declarant and/or the Association is not then in default in its obligation hereunder with respect to the maintenance of insurance, uninsured claims, expenses and losses; (5) any other insurance obtained by Declarant and/or the Association with respect to or relating to its obligations under this Declaration; (6) reasonable reserves as deemed appropriate by Declarant and/or the Association in its reasonable discretion and in accordance with prudent property management practices generally applied throughout the geographic region in which the Project is located; (7) bonding of Persons employed by Declarant and/or the Association, any professional managing agent or any other Person handling the funds of Declarant and/or the Association; (8) taxes paid by Declarant and/or the Association in connection with the Common Areas or with respect to or relating to the discharge of its duties and obligations under this Declaration; (9) amounts paid by Declarant and/or the Association for the discharge of any lien or encumbrance levied against the Common Areas; (10) costs, charges, fees and expenses incurred by committees established by Declarant and/or the Association in accordance with this Declaration; (11) costs, charges, fees and expenses incurred by Declarant and/or the Association in connection with the storage, management and disposition of documents relating to its duties under this Declaration, including, without limitation, rents, fees and charges paid to third-party storage providers and facilities in connection therewith; (12) the reasonably allocated cost of extending security, police and bus services to the Project or any part thereof; (13) the reasonably allocated cost of extending other services, such as cultivation water and chilled and hot water distribution to the Project provided that such extension of services is approved by Owners holding in the aggregate at least a majority of Voting Shares;

(14) the costs incurred as a result of any governmental entity mandated private security expenditure incurred for the Common Areas, or any portion thereof, and/or any individual Parcel(s); (15) the costs incurred by Declarant or the Association to comply with City's Art in Public Places Program; and (16) other expenses of every kind and nature reasonably incurred by Declarant and/or the Association for any reason whatsoever in connection with the Common Areas or the full and proper discharge of Declarant's and/or the Association's obligations hereunder. Notwithstanding the foregoing, "Common Area Expenses," as to each Parcel Owner, shall not include (A) the costs and expenses incurred by Declarant to construct the Initial Common Infrastructure (provided, however, that the costs of initial construction of the perimeter wall surrounding the Project, cultivation water, chilled and hot water and entrance gates to the Project may be charged and assessed to one or more Parcel Owners), provided that the costs and expenses incurred by Declarant and/or the Association in the maintenance, upkeep, repair and replacement of the Initial Common Infrastructure shall be included in Common Area Expenses; and (B) with respect to any period, the costs of capital repairs, replacements or improvements and equipment in excess of the amortization thereof for such period (with amortization calculated over the useful life of such improvement or equipment). The Association shall promptly pay Declarant for any and all unreimbursed Common Area Expenses incurred by Declarant, which such amounts are subject to reimbursement from the Parcel Owners pursuant to this Declaration.

**"County"** shall have the mean Riverside County, California.

**"Declarant"** shall have the meaning set forth in the Preamble to this Declaration and shall in pertinent parts herein include its successors and/or assigns.

**"Design Guidelines and Submittal Requirements"** Project Design Guidelines, Design Submittal Requirements and Approval Process Guidelines as issued by Declarant and/or the Association, as amended, modified or revised from time to time. The initial Design Guidelines

and Submittal Requirements are set forth in the Specific Plan or the Amended Specific Plan.

**"Expense Statement"** shall have the meaning set forth in **Article IX**.

**"Force Majeure Event"** shall mean the occurrence of an event, not reasonably foreseeable by or beyond the reasonable control of a Parcel Owner, that unavoidably causes a delay in the completion of construction of any Improvements, such as a labor strike, epidemic, quarantine restriction, freight embargo, adverse weather condition, war, earthquake or act of God.

**"Hazardous Materials"** means and includes the following substances to the extent such substances would constitute a hazardous substance under the applicable Law as of the relevant date: (i) the substances included within the definitions of the terms "hazardous substance" or "hazardous material" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., and regulations promulgated thereunder, as amended, (ii) the substances included within the definitions of the terms "hazardous substance" or "hazardous material" under the California Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health & Safety Code §§ 25300 et seq., and regulations promulgated thereunder, as amended, (iii) the substances included within the definitions of the terms "hazardous substance" or "hazardous waste" under the Hazardous Materials Release Response Plans and Inventory Act, California Health & Safety Code §§ 25500 et seq., and regulations promulgated thereunder, as amended, (iv) any waste listed as or meeting the identified characteristics of a "hazardous waste" under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., and regulations promulgated thereunder, as amended, and (v) any waste meeting the identified characteristics of "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under the California Hazardous Waste Control Law, California Health & Safety Code, §§ 25100 et seq., and regulations promulgated thereunder, as amended.



**"Improvements"** shall mean all buildings, outbuildings, parking or loading areas, roads, streets, walkways, utility installations, tracks, fences, walls, poles, signs, hedges, mass or large plantings, and all other improvements and structures of any kind located on any Parcel or otherwise within the Project, and any replacements, additions, repairs or alterations thereto of any kind whatsoever.

**"Initial Common Infrastructure"** shall mean the common infrastructure to serve the Project, as more particularly described on **Exhibit B, the Map, Exhibit A-2, and in the SP**, but shall not include the Parkwide Water Quality Management Plan, the Parkwide Stormwater Pollution Prevention Plan or any improvements relating to the collection basins serving the Project, in whole or in part. In the event of a conflict between the SP and the Map or this Declaration, including, without limitation, the exhibits attached hereto, then the SP shall control, but only to the extent of, and with respect to, that conflict. As of the date of this Declaration, the Amended Specific Plan has not yet been approved by the City Council. Notwithstanding anything to the contrary contained in this Declaration, either Declarant or the Association may, without the consent of any Parcel Owner, execute and record an amendment to this Declaration incorporating the SP into the provisions hereof.

**"Law"** means any law, rule, regulation, ordinance, code, decision or requirement of any municipal, local, state or federal governmental entity, provided that any law, rule, regulation, ordinance, code, decision or requirement promulgated by any City, County, State or other governmental entity having jurisdiction applicable to the Project.

**"Parcel Owner"** shall mean and refer to every person or entity who is an owner of a fee or undivided fee interest in any Parcel, which is subject to covenants of record and assessments by the Association.

**"Parcel"** means each of the separate parcels or parcels of real property comprising the Project. **"Exhibit C"** attached hereto sets forth the legal descriptions of the Parcels, which are known as of the date of the recordation of this Declaration. **Exhibit C** may be

revised from time to time by Minor Amendment as legal descriptions become available for other Parcels. **"Exhibit D"** sets forth each Parcel's percentage of (i) the whole regarding each Parcel's share for Common Areas assessment purposes and (ii) the Voting Shares.

**"Minor Amendment"** shall mean any amendment, modification or revision to this Declaration to (1) reflect an adjustment to any Assessments, so long as such adjustment is commercially reasonable or necessary, or an adjustment to the Allocable Share attributable to any Parcel in accordance with the definition of "Allocable Share" (including, without limitation, the subdivision of any Parcel and the reallocation of the Allocable Share attributable thereto; (2) incorporate or revise the legal description for any Parcel or the Project in accordance with the definitions of "Parcel" and "Project" respectively; (3) incorporate or revise remedies relating to enforcement of any terms or provisions in this Declaration; (4) extend the term of this Declaration; (5) affect or reflect any annexation to the Project in this Declaration; (6) reflect any change in the governance or organizational structure of Declarant; (7) change the provisions of **Section IX & X** to reflect the reasonable requirements of any Mortgagee or any insurance underwriter; or (8) to correct clerical or typographical errors or obvious factual errors in this Declaration.

**"Mortgage"** shall have the meaning set forth in the **Section X**.

**"Occupant"** shall mean a Parcel Owner and its employees, tenants or assigns that have a legal right to occupy a Parcel.

**"Person"** shall mean any individual, corporation, partnership, limited liability company, trust, unincorporated organization, association or other entity.

**"Plans"** means plans, drawings and specifications for the development and construction of a Parcel and Improvements, as applicable, prepared in accordance with the requirements of the Design Guidelines and Submittal Requirements, applicable Law and the SP and referred to therein as the "Construction Documents".

**"Project"** shall have the meaning set forth in the Recitals to this Declaration. The legal description for the Project is attached to this Declaration as **Exhibit A-2**, and may be revised from time to time by amendment pursuant to the terms and provisions of this Declaration (including, without limitation, as set forth in the definition of **"Minor Amendment"** above).

**"Regular Assessment"** shall have the meaning set forth in **Section IX**.

**"Rules and Regulations"** or **"Rules"** shall mean and refer to the rules and regulations presently adopted or as might be adopted, amended, revised and/or modified from time to time by the Association.

**"SP"** shall mean the final specific plan as approved by the applicable planning, zoning and/or building authorities having jurisdiction over the Project, and all amendments as approved from time to time.

**"Special Assessment"** shall have the meaning set forth in **Section IX**.

**"State"** shall have the meaning set forth in the Recitals to this Declaration.

**"Utilities Easement"** shall have the meaning set forth in **Section 4.1.3**.

**"Utilities Facility"** shall have the meaning set forth in **Section 4.1.3**.

**"Voting Shares"** shall mean the total number of votes held by the Class A Members and the Class B Member of the Association.

### **ARTICLE III ASSOCIATION**

#### **3. ASSOCIATION.**

**3.1. MEMBERSHIP.** Every Parcel Owner shall be a Member of the Association. The foregoing is not intended to include persons or entities which hold an interest in any Parcel merely as security for the performance of an obligation. No Parcel Owner shall have more than one membership for each Parcel to which said Parcel Owner has title. Membership shall be appurtenant to and may not



be separated from the ownership of any Parcel which is subject to assessments by the Association. Ownership of such Parcel shall be the sole qualification for membership.

**3.2. TRANSFER.** The membership held by any Owner of a Parcel shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Parcel and then only to the purchaser or Mortgagee of such Parcel. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association.

**3.3. DUTIES AND POWERS.** In addition to the duties and powers enumerated in its Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

**3.3.1.** Have the duty and obligation to manage and maintain any and all property, real and personal, that is part of the Common Areas, and any other easements or improvements owned or required to be maintained by the Association, if any. Such acceptance of the Common Areas by the Board shall include, but not be limited to, the obligation to pay for maintenance of Common Areas; exterior lighting, landscaping, security measures and signs within the perimeter, site and Common Areas; and all utilities, such as water and electricity, for the Common Areas.

**3.3.2.** Have the duty and obligation to pay any taxes and charges assessed against the Association and to pay any real and personal property taxes and other charges assessed against any property owned by the Association, if any. Each Parcel Owner shall be responsible for and shall pay all taxes and assessments, general and special, levied against or imposed upon its Parcel and the Improvements located thereon.

**3.3.3.** Have the duty and obligation to obtain, for the benefit of the landscaping managed and maintained by the Association, all water, telecommunications/cable, gas and electric services and refuse collection.

**3.3.4.** Have the right to repair and pay for all separately metered utilities, water charges, and mechanical and electrical equipment serving the Common Areas; pay all charges for

utilities which serve individual Parcels but which are subject to a common meter;

- 3.3.4.1. Have the duty and obligation to purchase, carry, and at all times maintain in full force insurance covering the Common Areas or such other insurance in such coverages and amounts as determined by the Board of Directors of the Association. The insurance coverage shall be written in the name of and the proceeds thereof shall be payable to the Association. Insurance premiums carried by the Association are a Common Area Expense included in the assessments made by the Association.
- 3.3.5. Have the right and obligation, in accordance with its Bylaws, to borrow money for the purpose of improving, repairing or reconstructing the Common Areas managed and maintained by the Association.
- 3.3.6. Have the right to suspend the voting rights of a Parcel Owner for any period during which any assessment against its Parcel remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the Rules and Regulations of the Association in accordance with the Bylaws of the Association.
- 3.3.7. Have the right to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.
- 3.3.8. Have the duty and obligation to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.
- 3.3.9. Have the duty and obligation to landscape and maintain the landscaping on Common Areas, maintain irrigation systems, controls and drainage structures and facilities pertaining thereto, and maintenance of identity signs and/or monuments.
- 3.3.10. Have the duty and obligation to repair, replace, and/or reconstruct the Common Areas, including, but not limited to, all landscaping and identity signs and/or monuments thereon in the event of damage to, destruction or failure of any said

Common Areas in the manner and in accordance with the provisions of **Article VIII** herein; provided; however, that if 75% or more of the Project is destroyed, the Association shall have the right, in its sole discretion, but not the duty, to repair, replace, and/or reconstruct the Common Areas.

- 3.3.11. Have the right to grant easements and/or assign easement rights over the Common Areas or any other areas for which Developer or the Association holds an easement, including, without limitation, the easements depicted on **Exhibit B**, where necessary for utilities and sewer facilities.
- 3.3.12. Have the right and obligation to enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and the commencement of legal proceedings.
- 3.3.13. Have the right to delegate powers to committees, officers and/or employees of the Association as expressly authorized by the governing instruments.
- 3.3.14. Have the right to sell during any fiscal year any property owned by the Association, if any, having an aggregate fair market value of less than ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year.
- 3.3.15. Have the right to grant, consent to or join in the grant or conveyance of easements, licenses or rights-of-way in, on or over the Common Areas for purposes consistent with the intended use of the Project.
- 3.3.16. Have the right to institute Rules and Regulations and the right to assess one or more commercially reasonable fines or other penalty against a Parcel Owner for any violation or continued violation of the provisions the Declaration, Bylaws or any of the Rules by such Parcel Owner, which such fines shall be charged against such Parcel Owner as one or more Special Assessments.
- 3.3.17. Have the right to impose commercially reasonable monetary fines which shall constitute a lien upon the Parcel of the violator;

3.3.18. Have the right to file notices of violations in the Public Records providing record notice of any violation of the Declaration, Bylaws or Rules;

3.3.19. Have the right to restrict access to the Property by visitors, contractors or other invitees of the Parcel Owners.

#### **ARTICLE IV**

#### **RIGHTS & EASEMENTS**

#### **4. RIGHTS & EASEMENTS.**

4.1. **RIGHTS AND EASEMENTS BENEFITING THE PARCEL OWNERS.** Subject to the restrictions set forth in this Declaration, Declarant hereby GRANTS AND CONVEYS to each Parcel, for the benefit of the respective Parcel Owner and his/her/its respective tenants, occupants, invitees, licensees and guests:

4.1.1. **Vehicular and Pedestrian Access.** A perpetual non-exclusive easement for vehicular and pedestrian access, ingress and egress over and across the streets, roads and driveways located within the Common Areas as reasonably necessary for the use and enjoyment of each such Parcel.

4.1.2. **Drainage.** A perpetual non-exclusive easement for reasonable surface drainage of water over, across and upon adjoining Parcels and the Common Areas resulting from the normal use of a Parcel, as reasonably necessary for the use and enjoyment of each such Parcel; provided, however, that no Parcel Owner or any of its tenants, occupants, invitees, licensees and guests shall alter the location of any stormwater drainage way or the elevations and grades established for any Parcel, or otherwise alter or use its Parcel in a manner that would materially increase the amount of surface water drainage or runoff onto any other Parcel or any portion of the Common Areas (excluding structures, impervious surface areas, and other irrigation or drainage facilities specifically approved by Declarant or the Association in writing) without the written approval of the Association.

4.1.3. **Utilities.** A perpetual non-exclusive easement (each a "Utilities Easement") to the extent reasonably necessary to connect to and utilize the main utility lines and other

facilities installed within the Common Areas for the use by the Parcel Owners and their tenants, Occupants, invitees, licensees and guests, as may be reasonably necessary or desirable for such Parcel Owner to receive utility (including, without limitation, gas, water and power), cable and telecommunications services at such Parcel Owner's Parcel (each a "Utility Facility" and collectively, the "Utility Facilities"), provided, however, that in each case such Utility Facility is installed in accordance with the requirements of this Declaration and only with the prior written consent of the Developer or the Association, which consent shall not be unreasonably withheld. Any and all expenses associated with the construction or installation of such Utility Facilities, including, without limitation, any tap or connection fees or charges, shall be borne by the respective Parcel Owner.

**4.2. RIGHTS AND EASEMENTS BENEFITING DECLARANT AND THE ASSOCIATION.**

**4.2.1.** Declarant hereby reserves to the Declarant and the Association and their respective successors and assigns a perpetual non-exclusive easement for access, ingress and egress to, from, over and across the Parcels and Common Areas, as reasonably necessary for the maintenance, repair, operation and replacement of the Common Areas and any improvements located thereon or therein and to make or perform any improvements to complete the Project.

**4.2.2.** Declarant hereby reserves to the Declarant and the Association and their respective successors and assigns the easements depicted and described on **Exhibit B**. Furthermore, notwithstanding anything contained to the contrary in this Declaration, each of the easements depicted on **Exhibit B**, in addition to the express purpose(s) stated therefore in **Exhibit B**, may be used by Developer and the Association and their respective successors and assigns for the construction, installation, operation, maintenance, repair, replacement, relocation and removal of any utility lines and facilities that are determined by Developer and the Association to be

necessary, convenient or desirable to the Project, including, without limitation, chilled and hot water and fiber optic lines, and Developer hereby reserves such rights and easements for Developer and the Association and their respective successors and assigns.

4.2.3. Declarant hereby reserves to the Declarant and the Association and their respective successors and assigns an easement and right-of-way over, across and through each Parcel as may be reasonably necessary to access the easement areas described in this Section 4.2.

4.3. **RIGHTS AND EASEMENTS BENEFITING DECLARANT, THE ASSOCIATION AND THE PARCEL OWNERS.** Declarant hereby GRANTS AND CONVEYS and reserves to the Declarant, the Association, and each Parcel Owner and its tenants, Occupants, invitees, licensees and guests, reciprocal, perpetual, non-exclusive easements for access, ingress and egress across, over and on the sidewalks located on each and any Parcel, excluding, however, any sidewalks contained within any parking structures located on a Parcel.

4.4. **RESTRICTIONS ON CERTAIN EASEMENT RIGHTS.** The exercise of any Parcel Owner's easement rights set forth in **Section 4** shall be subject to the terms and provisions of this **Section 4.4**, all of which terms and provisions shall be enforceable by Declarant against each and every Parcel Owner.

4.4.1. The ingress, egress and access easements over the Common Areas in favor of each Parcel Owner pursuant to **Section 4.1** are subject to (i) the Association's prior right to close, from time to time, any portions of such Common Areas as the Association may reasonably deem necessary in connection with the proper discharge of its repair and maintenance obligations under this Declaration (provided that, except in the case of an emergency, at least one means of ingress and egress to each Parcel shall be available at all times notwithstanding any such closure), and (ii) Declarant's prior right, as a Parcel Owner, of access over the Common Areas as reasonably deemed necessary in connection with the development of any Parcel (including, without limitation, Declarant's right to authorize

contractors, lenders of Parcels and others to use Declarant's ingress and egress easement rights over and across the Common Areas in connection with the development of any Parcel).

4.4.2. All construction of Utility Facilities shall be performed pursuant to **Article IV** and other relevant provisions of this Declaration. The use of each Utilities Easement shall be limited in the manner required to reduce the interference with the use of the Common Areas by Declarant, the Association and the Parcel Owners to the greatest extent reasonably possible. No Parcel Owner shall perform any excavation, construct any Improvements or permit any condition to exist on its Parcel or the Common Areas (including, without limitation, excess irrigation) so as to undermine the structural integrity of any Improvements within the Common Areas.

4.4.3. Each Parcel Owner shall maintain and repair the Utility Facilities constructed by such Parcel Owner within the Common Areas without cost to Declarant, the Association, or any other Parcel Owner. Any work by any Parcel Owner on or within the Common Areas shall be done in accordance with the other terms and provisions of this **Section 4.4.3** and in a manner so as to cause as little interference with the use of the surface of the land as is practicable, and the surface of the land shall be restored in an expeditious manner so that there is minimal disruption of traffic (both vehicular and pedestrian traffic) and any parking provided within the Common Areas. In connection with its entry, such Parcel Owner shall use reasonable efforts not to interfere with the quiet enjoyment of any legal occupant or user of the Common Areas. Without limitation of the foregoing, to the extent commercially feasible, such Parcel Owner shall perform or cause to be performed any such work during hours of the day when the work is least likely to interfere with the use of the Common Areas by the other Parcel Owners, their tenants, occupants, invitees, licensees and guests. Upon completion of any work by any Parcel Owner within the Common Areas, the surface of the Common Areas and any portion of the Common Areas affected by such work shall be, at

the Parcel Owner's sole cost and expense, promptly restored to its condition immediately prior to the work.

- 4.4.4. Each Parcel Owner who performs any work within the Common Areas pursuant to its Utilities Easement, or who otherwise utilizes its Utilities Easement or constructs or installs Utility Facilities within the Common Areas, shall indemnify, defend and hold Declarant, the Association, and each other Parcel Owner harmless from and against any and all claims, demands, liabilities, losses, costs and expenses (including reasonable attorneys' fees and costs), including, without limitation, the cost of all repairs, maintenance and improvements necessary to correct or remediate any damage to the Common Areas (including, without limitation, any damages, losses, costs or expenses incurred as a result of Hazardous Materials being placed within the Common Areas in connection with such Parcel Owner's use thereof), made against or incurred by Declarant or any such other Parcel Owner as a result of or in connection with the indemnifying Parcel Owner's exercise of its Utilities Easement.
- 4.4.5. Each Parcel Owner who performs any construction, installation, removal, repair or maintenance work in the Common Areas pursuant to its Utilities Easement shall maintain or cause to be maintained by the service provider performing such work such insurance as Declarant and/or the Association may require, all such insurance naming Declarant, the Association and any other applicable entities as additional insureds.
- 4.4.6. The Association shall have the right to institute reasonable, non-discriminatory rules and regulations for the use and operation of the Common Areas in order to assure the free flow of traffic throughout the Common Areas. No Parcel Owners, Occupants, invitees, licensees or guests shall use or permit the Common Areas to be used in a manner that would interfere with the free flow of vehicular and pedestrian traffic therein.
- 4.4.7. Each easement granted herein is granted subject to taxes, assessments, easements and other matters of record and



such rules and regulations as shall be from time to time promulgated by Declarant.

**4.5. FURTHER EASEMENTS.** Declarant reserves the right to modify or relocate any existing easements and/or to convey or grant additional easements in or across, or dedicate portions of the Project from time to time for such purposes as Declarant deems reasonably necessary or desirable for the full development of the Project as contemplated herein, and, in furtherance thereof, to withdraw said portion from this Declaration, provided, however, that after the first Parcel is sold, Declarant may not exercise any of its rights under this **Section 4.5** in a manner that would unreasonably interfere with any Parcel Owner's use and enjoyment of its Parcel without obtaining the prior approval of the respective Parcel Owner, which approval shall not be unreasonably withheld, conditioned or delayed. Upon sale of the first Parcel, the rights reserved to Declarant in this section are assigned to the Association.

**4.6. POWER OF ATTORNEY.** Failure to refer specifically to any or all of the easements described in this Declaration in any deed or in any mortgage will not defeat or fail to reserve said easements, but same will be deemed conveyed or encumbered along with the Parcel. Each Parcel Owner hereby grants and the transfer of title to a Parcel Owner will be deemed to grant Declarant and/or the Association, as the case may be, an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Parcel Owner, and any Mortgagee of such Parcel Owner, such instruments as may be necessary to effectuate any easements granted or reserved by the Declarant or the Association in this Declaration.

## **ARTICLE V PERMITTED USES**

### **5. PERMITTED USES.**

**5.1. STATEMENT OF INTENT.** The vision of the Project is to create a project for light industrial activities, manufacturing, warehousing, general business and marketing activities to be

carried out in designated areas within building(s) on the Property that do not contribute excessive noise, dust, smoke, gases, fumes, odors, or vibration to the surrounding environment and do not contain a high hazard potential due to the nature of the products, material or processes involved to create a highly successful business park environment and community for companies that will be sustainable through maintenance, landscaping and other attractive qualities that allows businesses, clientele and other groups to work in a harmonious manner. Heavy industrial uses are not allowed. This Declaration seeks to encourage development of facilities that will house such activities as:

- 5.1.1. Research and development;
  - 5.1.2. Pilot and prototype development;
  - 5.1.3. Corporate and regional headquarters;
  - 5.1.4. Hospitality and Lodging;
  - 5.1.5. Restaurant, Beverage and Entertainment;
  - 5.1.6. Botanical Cultivation and Extraction
  - 5.1.7. Botanical Retail and Wholesale sales; and
  - 5.1.8. Innovative businesses & services.
- 5.2. **USES PERMITTED.** The allowable land uses are detailed in Table 3-4: Allowable Land Uses & Permit Requirements of the Specific Plan (SP) #01-17, including all amendments thereto and General Plan Amendment (GPA)#02-17, including all amendments thereto, and are subject to approval by the Association. Some permitted uses include:
- 5.2.1. Cannabis cultivation, processing, extraction, edible food products, sale, and storage;
  - 5.2.2. Laboratories wet and dry; facilities for basic and applied research; testing; information processing; offices and support thereof;
  - 5.2.3. Design, development, fabrication and assembly of prototype production of facilities research-based products;
  - 5.2.4. Pilot plants, in which either processes or products planned for production elsewhere can be assembled, fabricated,

tested, measured, monitored, and otherwise evaluated as part of the pre-production research studies;

5.2.5. Corporate and regional headquarters;

5.2.6. General offices, professional, light industrial, commercial, personal, and retail services in full or partial support of any uses permitted in **Subsections 5.2.1 through 5.2.4** above, including food and beverage services, entertainment, hospitality and lodging, accounting and banking facilities, venture capital companies, post office and mailing or courier centers, training services, legal and medical or health services facilities, and dry cleaning and laundry services provided there be no on-site plant or other chemical processes;

5.2.7. Support and incidental operations required to maintain or enable any use permitted in **Subsections 5.2.1 through 5.2.5** above, such as power plants, waste water treatment facilities, domestic, cultivation & chilled and hot water pumping stations and valves, CO<sub>2</sub> distribution electrical transformers, waste collection facilities;

5.2.8. Common Area improvements and facilities, support services and infrastructure;

5.2.9. Aquaponics, hydroponics, aquaculture, Vermiculture and other emerging organic, bio-diverse cultivation facilities; and

5.2.10. Any other uses reasonably related to the intended character of the Project (such as, but not limited to, so-called "good manufacturing practices" plants provided that the pertinent products and processes are fully disclosed to Declarant, and the same comply with the Project vision), provided the same are first fully authorized in writing by Declarant, which authorization may be granted, conditioned or withheld in Declarant's sole and absolute discretion.

5.3. **USES PROHIBITED.** Uses not supportive of the vision of the Project, including, but not limited to, the following operations and uses, are expressly prohibited on any Parcel, within any Improvement and within the Project:

- 5.3.1. Tattoos or body piercing;
  - 5.3.2. Massage parlor;
  - 5.3.3. Adult books or adult videos;
  - 5.3.4. Any uses forbidden by City, County and/or State;
  - 5.3.5. Any uses forbidden by the SP;
  - 5.3.6. Sexually oriented business;
  - 5.3.7. Animal rendering; or
  - 5.3.8. Heavy manufacturing.
- 5.4. **RETENTION BASINS.** Some of the Parcels, or portions thereof, in the Project will be reserved for use as Common Areas and will be owned by the Declarant. Without limiting the generality of the foregoing, certain Parcels on the Map are designated as Water Quality Basins (hereinafter, "Retention Basins"). The Retention Basins shall be deemed Common Areas, but shall be owned by the Declarant. Use of the Retention Basins shall be limited to the cultivation of date, citrus and nut trees, as well as other agricultural uses such as hemp, vegetables and plants.
- 5.5. **SECURITY STATION.** One of the Parcels, or a portion thereof, in the Project will be reserved for use as a station to house security personnel that are responsible to provide security services to the Project. The Security Station shall be deemed a Common Area, but shall be owned by the Declarant. Costs of security, including the costs to maintain the Security Station, a video management system, perimeter security and wall, and other related security measures instituted at the reasonable discretion of Declarant or the Association, shall be a Common Area Expense.
- 5.6. **FRESHWATER WELLS.** There will be one or more fresh water wells located on the Project. The well(s) will be located on Parcels owned by Declarant, but each Parcel Owner shall have the right to use the well(s), subject to such Parcel Owner's and its Occupants' compliance with the provisions of this Section. Any Parcel Owner that uses the well(s) shall timely pay to Declarant the costs, expenses and other charges associated with such usage, as established by Declarant from time to time, and a

Parcel Owner's right to use such well(s) shall be conditioned upon the timely payment for such usage and compliance with any conditions or terms relating to or in connection with the use of such well(s), whether set forth in any service agreement or otherwise established by Declarant from time to time. Each Parcel Owner shall also be responsible for any connection fees and other costs or expenses to provide such service for its Parcel, including, without limitation, purchasing and maintaining in good working order a separate meter therefor. In no event shall Declarant be liable for any interruption or impairment of any such use of the well(s) or any related service caused by or necessitated by repairs, improvements, or by events or circumstances beyond the reasonable control of Declarant and such interruption or impairment shall not give rise to a right or cause of action against Declarant, in damages or otherwise. Declarant hereby reserves an easement through, across and under the Common Areas as reasonably necessary for the construction, installation, operation, maintenance, repair and replacement of utility lines and related facilities related to such freshwater wells.

- 5.7. NO VIOLATION OF LAW OR NUISANCE.** No Parcel Owner shall use or occupy, or allow the use and occupancy of its Parcel or any part of the Common Area (1) in violation of any applicable Law, (2) in violation of this Declaration or the SP, (3) in such a way as may be or become a nuisance to Declarant, the Association, or the other Parcel Owners or interfere with the quiet enjoyment by the other Parcel Owners of their respective Parcels, (4) in any manner that would increase the fire hazard to any Improvement or any lands adjacent to the Project, (5) in any manner that would cause vibrations beyond the boundaries of such Parcel (except to the extent reasonable and customary in connection with any construction activities performed on such Parcel in compliance with this Declaration) or would cause earth tremors or (6) in any manner which would cause damage to the Common Area or any Parcel. Any Parcel Owner which does not comply with this Section 5.7 shall be subject to any fines

imposed by the Association and the Association may prosecute any remedy allowed by law or equity for the abatement of such non-compliance which shall include attorneys' fees and costs assessed against the offending Parcel Owner. In addition, if the Parcel Owner causes damage to any other Parcel Owner, the offending Parcel Owner shall indemnify, defend and hold the non-offending Parcel Owner harmless from and against any and all claims, demands, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) made against or incurred by such Parcel Owner as a result of or in connection with violation of this Section 5.7.

**5.8. NO FURTHER SUBDIVISION.** Without the prior written consent of the Association and subject to the SP, which may be granted, conditioned or withheld in the Association's sole and absolute discretion, no Parcel Owner shall further subdivide or cause the subdivision of its Parcel. Any subdivision performed after receiving the consent of the Association and the City shall be accomplished in accordance with all applicable Laws and the SP.

**5.9. LEASING OF PARCELS.**

**5.9.1. Conditions to Leases.** Except as otherwise provided in this Section 5.8.1, Declarant and any other Parcel Owners may lease their Parcels to tenant Occupants so long as: (a) the lease is in writing; (b) the lease is for a term of at least six (6) months; (c) the lease provides that if any Occupant fails to abide by the covenants and restrictions in this Declaration, including any and all Rules and Regulations adopted by the Board of Directors of the Association, that failure will be an event of default under the lease; and (d) the lease provides that following an event of default as described in clause (c) above, the Association may initiate actions for damages, injunctive relief and eviction for violation of the lease and may obtain awards of damages, court costs and reasonable attorneys' fees and paralegal fees, all to the maximum extent permitted by applicable Law. Prior to the commencement of the term of a lease, the Parcel Owner will notify the Board, in writing, of the name or names of the



Occupant or Occupants and the term of the lease, and furnish a copy of the lease. Notwithstanding the foregoing, until Declarant owns less than 15% of the total acreage of the Project, Declarant has the unrestricted right to lease its Parcel(s) to Occupants and without complying with the requirements of this Section 5.8.1. In addition to any other rights available to the Association, the Board, in its sole discretion, may assess one or more fines or other penalty against a Parcel Owner for any violation or continued violation of the provisions of this Section 5.7.1 by such Parcel Owner, which such fines shall be charged against such Parcel Owner as one or more Special Assessments.

- 5.10. THIRD PARTY LAB TESTING.** The Declarant shall designate a third-party testing lab ("Third-Party Testing Lab") to conduct periodic testing and inspections of all cannabis and any chemicals and other products derived, secreted, extracted or produced therefrom (collectively, "Cannabis") within the Project to ensure, among other things, that such items comply with applicable Law, including, without limitation, cannabis regulations. Each Parcel Owner and its Occupants shall be required to use the Third-Party Testing Lab for such testing and inspection of any Cannabis cultivated, produced, stored, generated, manufactured, present or offered for sale at or on such Parcel Owner's Parcel and for any other service required by the Association to be rendered or performed by the Third-Party Testing Lab in connection with such Cannabis or Parcel (collectively, "Testing"). Each Owner, at its cost, shall promptly and timely comply with any and all recommendations and/or requirements imposed by the Third-Party Testing Lab, as approved by the Association, as such requirements may be changed, modified or supplemented at any time and from time to time by the Third-Party Testing Lab, with the approval of the Association, as the case may be. Each Parcel Owner acknowledges and agrees that the Third-Party Testing Lab and its employees, agents and representatives shall have the right to enter upon such Parcel during normal business hours to select, inspect,

remove, retain and/or test any Cannabis sample or samples that the Third-Party Testing Lab elects, with the approval of the Association, to subject to Testing (as opposed to the Parcel Owner or Occupant selecting the sample to be tested). Each Parcel Owner shall promptly upload into Operations System (as defined in Section 7.3 hereof) any and all test results, reports, requirements, or recommendations by the Third-Party Testing Lab and shall otherwise disseminate and share such information with the Association as directed by the Association from time to time. Each Parcel Owner, at its cost, shall be responsible for any and all charges, fees, costs or expenses in connection with any Testing and/or compliance with any rules, regulations or requirements imposed or adopted by the Third-Party Testing Lab, subject to approval by the Association, in connection with or concerning any testing, inspection, cultivation, storage, production or sale of Cannabis. If Testing indicates that a particular Cannabis sample fails to comply with applicable Law or any other requirements imposed by the Third-Party Testing Lab, then the Parcel Owner and/or its Occupant shall immediately cease the production, distribution, sale or other disposition of any Cannabis originating or derived from any part of the crop from which such Cannabis sample came, and shall thereafter follow the orders and requirements of the Third-Party Testing Lab, the Association and applicable Law pertaining to such Cannabis; provided, however, that such Parcel Owner or occupant may recommence the production, distribution and sale of such Cannabis, provided that (a) all necessary and appropriate remedial steps are taken by the Parcel Owner or its Occupant to bring such Cannabis into compliance with all requirements established by the Third-Party Testing Lab, the Association and applicable Law, (b) subsequent Testing as required by and conducted by the Third-Party Testing Lab indicates that such Cannabis meets all such requirements (to the extent that such compliance can be demonstrated through such Testing), and (c) any Cannabis that is not brought into compliance with such requirements is disposed of in accordance



with the Rules and Regulations and any orders of the Third-Party Testing Lab, the Association or applicable law. In addition to any other rights available to the Association, the Board, in its sole discretion, may assess one or more fines or other penalty against a Parcel Owner for any violation or continued violation of the provisions of this Section 5.8 by such Parcel Owner, which such fines shall be charged against such Parcel Owner as one or more Special Assessments. Each Parcel Owner recognizes that a breach of any of the provisions set forth in this Section will cause irreparable harm to the Association and the Project and that actual damages may be difficult to ascertain and in any event, may be inadequate. Accordingly, each Parcel Owner agrees that in the event of such breach, the Association shall be entitled to injunctive relief in addition to such other legal remedies as may be available, and the Association, at its option, may seek to enforce its remedies through arbitration or any court of competent jurisdiction.

- 5.11. Security.** Each Owner and Occupant of a Parcel shall be responsible for their own personal safety and the security of their property in the Parcels. The Association may, but shall not be obligated to, maintain or support certain activities within the Association designed to make the Parcels safer than they otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security or safety within the Parcels, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security, safety or ineffectiveness of security or safety measures undertaken. No representation or warranty is made that any security or safety system or measure cannot be compromised or circumvented, nor that any such system or measure undertaken will in all cases prevent loss or provide the service, detection or protection for which the system is designed or intended. No representation or warranty is made that the lighting facilities or systems (including the placement thereof) will adequately illuminate or attempt to adequately illuminate all of the Common Areas, or that such facilities or systems will be designed with safety measures in mind. Each Owner acknowledges, understands and covenants to inform its Occupants of its Parcel that the Association, its Board

of Directors and committees, Declarant, any Declarant Related Entity and any successor Declarant are not insurers or guarantors of safety and security within the Properties and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Parcels and the contents of Parcels, resulting from acts of third parties. Any costs incurred by the Association to provide such services shall be paid by the Association and shall be charged either to all Parcels, as a General Assessment or a Special Assessment, or only to those certain Parcels benefited thereby, as a Special Assessment, as determined by the Board in its sole and absolute discretion. Each Owner hereby acknowledges and agrees that as of the date of this Declaration, each Owner, as part of their Assessment to the Association, shall be responsible for contributing to courtesy patrol costs incurred in conjunction with performing courtesy patrols for the properties adjacent to the Parcels, including, without limitation, the other adjacent developments.

#### **ARTICLE VI**

##### **PLAN SUBMITTAL AND APPROVAL; APPLICABLE LAWS; EXCULPATION**

#### **6. PLAN SUBMITTAL AND APPROVAL; APPLICABLE LAWS; EXCULPATION.**

##### **6.1. PLAN SUBMITTAL AND APPROVAL FOR IMPROVEMENTS. No**

Improvements shall be commenced, erected, or constructed, nor shall any addition thereto, or change or alterations therein be made, until there has been full compliance with the provisions of the SP, this Declaration, the Design Guidelines, and as amended from time to time, the Community Fire Access Plan and Submittal Requirements, which shall include the following required guidelines:

1. Prior to obtaining City approval of any improvements, a Parcel Owner shall submit its plans to the Board for review and approval in accordance with the Association's governing documents. If the Board fails to either reject or approve the plans within thirty (30) days, the plans will be deemed approved. If the Board approves the plans it shall promptly issue an approval letter to the Parcel Owner.
2. If the Board rejects the plans, it must within five (5) days specifically identify in writing its objections, how the improvements are inconsistent with the Association's governing

- documents, and what changes or additional information will be required to obtain approval.
3. Upon resubmittal, the Board shall again have thirty (30) days to either reject or approve the plans or the plans will be deemed approved.
  4. The Board shall not impose any requirements or limitations inconsistent with applicable governmental requirements (for example, requiring landscaping inconsistent with City requirements).
  5. In the event that the plans are altered during the City's approval process following Board approval, the Parcel Owner shall not be required to resubmit its revised plans for approval, unless such changes were made at the Parcel Owner's request rather than the City's, and such changes materially increase the burden on Common Areas or other Parcel Owners or violate a specific provision of this Declaration, Design Guidelines or Submittal Requirements.

**6.2. COMPLIANCE WITH LAW AND BUILDING CODE.** All Plans and all Improvements, and any Parcel Owner or Person applying for any permit or approval required in connection with planning, development or construction thereof, shall comply with all applicable Law. Without limiting the generality of the foregoing, the design specifications for all Improvements, and such Improvements, shall meet or exceed the California Building Codes in effect at the time.

**6.3. NO WAIVERS OF FUTURE APPROVALS; EXPANSION PLANS.** Any approval or consent that may be granted by the Association shall not waive any right by the Association to withhold approval or consent of any similar Plans or other matters subsequently or additionally submitted for review and approval. Any approval or consent that may be granted by the Association with respect to any Plans may be revised, amended, withdrawn or conditioned after it is initially given if necessary, in the Association's reasonable judgment, as a result of any change in any applicable Law or any error found in any Plans. Any approval or consent that may be granted by the Association with respect to any Plans shall apply only to the initial development of the Improvements shown in such

Plans and not, for example, to any anticipated expansion or alteration of such initial Improvements. To the extent known or contemplated by any Parcel Owner at the time of submittal to the Association of any Plans in accordance with this Declaration, such Plans shall identify any anticipated or contemplated expansion or alteration of the applicable Improvements.

- 6.4. PRE-APPROVALS.** The Association may, in its sole and absolute discretion, authorize pre-approval of certain types or classes of Plans, construction, Improvements or other matters otherwise subject to review and approval in accordance with this Declaration.
- 6.5. VARIANCES.** Subject to the SP and applicable Law, the Association, for itself alone, may authorize reasonable variances from the design and construction criteria and requirements set forth in this Declaration. Any such variance shall be effective only if in writing and signed by the Association, and only for the specific matter described. To the extent that any such variance is granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted.
- 6.6. EXCULPATION.** Declarant, the Association, the Board, and/or the Board members shall not be liable in damages to any Parcel Owner or other Person making submittals for design, development or construction approvals as provided in this Declaration, or to any other Parcel Owner or any permittee or invitee of any Parcel Owner or to any other Person, on account of (1) the approval or disapproval of any Plans or other submittal, whether or not defective, (2) any construction, performance or failure of performance by any Parcel Owner of any work on any Parcel or Improvements, whether or not pursuant to approved Plans or other submittals, (3) any reasonable mistake in judgment, negligence, action or omission in the exercise of its rights and responsibilities under this **Article VI**, (4) or the enforcement or failure to enforce any design or construction standards, guidelines or requirements. Neither the Declarant nor the Association shall be responsible for reviewing any Plan or design,

nor may its approval of any such Plan or design be deemed approval thereof, from the standpoint of structural safety or compliance with building codes or other applicable Law. No Person who makes a submittal of Plans or other materials for approval by the Association, and no Parcel Owner, shall bring any suit or action against Declarant, the Association, the Board, or any Board members or any employee or agent thereof seeking to recover damages on account of any of the foregoing matters. The approval of any Plans or other submittal by the Association shall not constitute the assumption of any responsibility by, or impose any liability upon, Declarant, the Association, the Board, the Board members or Parcel Owner.

## **ARTICLE VII UTILITIES**

### **7. UTILITIES.**

**7.1. UTILITIES.** Subject to the provisions of Section 7.2 below, each Parcel Owner, at its sole expense, shall arrange for the provision of utilities to its Parcel from the applicable service provider(s); provided, however, that no utility lines or facilities of any utility company or service provider shall be installed, placed or permitted within the Project except for (i) any utility lines or facilities installed or provided by any exclusive provider pursuant to Section 7.2 below, (ii) any utility lines or facilities installed by Declarant (iii) any utility lines or facilities approved in writing by the Association. By accepting a deed to a Parcel, each Unit Owner agrees to pay for utility services separately metered (whether sub-metered, tab-metered or otherwise separately measured) or separately charged by the utility company to its Parcel. If any Parcel receives utility service that is not separately measured or metered (for example, water), and if utility service is provided through or paid by the Association, then the Board will establish a formula or other reasonable basis for determining the share of the utility cost that is attributable to use within that Parcel. The Board shall charge all such costs to the Parcel Owner in the form of



one or more Special Assessments. Each Parcel Owner subject to a Special Assessment is required to pay the Association the amount so assessed in accordance with the schedule established for payment of all such Special Assessments. Each Parcel Owner shall pay all charges, including, but not limited to, tap-in and connection fees, for utilities to be furnished to its Parcel or for such Parcel Owner's or its Occupants exclusive use. Each Parcel Owner shall promptly pay and discharge, as and when the same become due, all utility and other charges including, without limitation, water, gas, electrical, communications, and sewer charges used or consumed at, or in the operation, maintenance, use, occupancy, and upkeep of, its Parcel. In no event, shall Declarant and/or the Association be liable for any interruption or impairment of any such use of the well(s) or any related service caused by or necessitated by repairs, improvements, or by events or circumstances beyond the reasonable control of Declarant and/or the Association, and such interruption or impairment shall not give rise to a right or cause of action against Declarant and/or the Association, in damages or otherwise.

**7.2. PREFERRED/EXCLUSIVE PROVIDERS.** Notwithstanding anything contained herein to the contrary, if Declarant or any affiliate of Declarant elects to furnish one or more utility service(s) to Parcel Owners, each Parcel Owner will be given the opportunity, but will not be obligated, to purchase, subscribe, and/or rent the service(s) from such service provider(s). Each Parcel Owner must maintain all utility services provided or purchased directly or on its behalf.

**7.3. OPERATIONS SYSTEM.** Each Parcel Owner and Occupant in the Project shall be required to utilize seed-to-sale compliance technology and operational controls technology. Technology (collectively, "Operations System"), including the installation of compliance software/hardware to allow complete seed-to-sale compliance and reporting transparency in its operations in accordance with the Rules and Regulations. Each Parcel Owner and Occupant shall use such Operations System in the conduct of its operations within the Project. In an effort to determine best

practices, protect the recognition of high standards indicative of the Project's brand, and achieve maximum operational potential, each Parcel Owner and Occupant shall unconditionally permit the Association and its affiliates, partners and subsidiaries the right at all times to freely access, mine, retrieve, save and analyze any and all data and information from its or its Occupants Operations System, and may permit the Association, or Coachillin Technology to share such information and analysis with only those other Parcel Owners and Occupants in the Project that also agree to share their data. Each Parcel Owner and Occupant shall completely integrate its preferred control systems within their operations in order to maintain a unified schema for data collection and analytics throughout the Project. For this purpose, and to fulfill all other aspects of the aforementioned Operations System, Coachillin Technology LLC, an affiliate of Declarant ("Coachillin Technology"), intends to offer an Operations System to each Parcel Owner and Occupant. Each Parcel Owner and Occupant shall have the option to use the Operations System offered by Coachillin Technology or any other Operations System Technology that complies with the Rules and Regulations set forth by the track & trace compliance requirements by the State of California and local municipality (i.e. City of Desert Hot Springs). In the event that an operator within the Coachillin' Project elects to keep their data private, they may opt out of the data sharing policies mentioned above with the exception of all regulatory compliance related data. It should be noted, that by opting out of sharing their operational data with the Association and Coachillin' Technology, such operators understand they will be banned from participating in the business intelligence insights derived from analytics performed on the data shared by other operators within the Project.

- 7.4. WASTE WATER COLLECTION SYSTEM.** Each Parcel Owner, at its sole cost, must develop its own secured cannabis waste and wastewater collection system, including collection of grey water. Furthermore, each Parcel Owner shall, at its sole cost, comply with the following waste collection requirements.

"Domestic Waste Water" is defined as waste from bathroom toilets, and urinals and shall be discharged into the Mission Springs Water District sewerage collection system.

"Cannabis Cultivation Waste" is defined as cannabis irrigation tailwater or hydroponic waste water and is to be discharged to a Parcel Owner's disposal collection system and to be removed to an appropriate "off parcel" disposal site at such Parcel Owner's expense.

Each Parcel Owner shall discharge Domestic Waste Water into the sewerage collection system operated and maintained by the Mission Springs Water District, and each Parcel Owner shall be required to collect and discharge Cannabis Cultivation Waste into a private secured collection tank system. Said Cannabis Waste Water shall then be disposed of in an "off Parcel" cannabis disposal collection site. Once installed and operational, disposal site may be Coachillin's Cannibis, Waste, and Wastewater Treatment Facility on the adjacent 18 acre property or within the project.

- 7.5 Mission Springs Water District (MSWD) will require a Report of Waste Water Discharge for the project. The report shall be prepared by a qualified Licensed Professional Engineer in accordance with the requirements currently in use by the California State Water Resources Control Board (CSWRCB). The report shall be approved by the Regional Water Quality Control Board and/or Riverside County Health Department as determined by CSWRCB to determine if enhanced treatment is required.

## **ARTICLE VIII**

### **MAINTENANCE**

#### **8. MAINTENANCE.**

- 8.1. **MAINTENANCE BY PARCEL OWNER.** Each Parcel Owner shall, at all times, keep its Parcel and Improvements in a safe, clean, neat and sanitary condition and in compliance with the SP and all applicable Law and in a manner that does not unreasonably disturb other Occupants of the Project. Without limitation, each Parcel Owner shall provide for the timely removal of trash and rubbish



from its Parcel. During any construction activities, it shall be the responsibility of each Parcel Owner to ensure that, while Improvements are under construction, parcels are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers and the like are kept in a neat and orderly manner.

**8.2. PARCEL OWNERS INSURANCE.**

**8.2.1. Property and Casualty Insurance.** Each Parcel Owner is required to carry separate "all risk" property and casualty insurance against loss or damage by fire and other casualties normally covered by standard fire and extended policies that covers 100% of the actual replacement cost of the improvements, alterations, fixtures and equipment located within its Parcel and all personal property of the Parcel Owner or any Occupant of its Parcel, with coverages and deductibles reasonably acceptable to the Association. No Parcel Owner is permitted to purchase an individual policy of insurance against loss by fire or other casualty covered by insurance maintained by the Association. If any Parcel Owner violates this prohibition, and if insurance proceeds otherwise payable to the Association are reduced or lost as a result of the duplication in insurance coverage, then the amount of the diminution or loss will be chargeable to the Parcel Owner who violated the prohibition.

**8.2.2. Commercial General Liability Insurance.** Each Parcel Owner, at its sole cost and expense, shall maintain, for the mutual benefit of such Parcel Owner and the Association, commercial general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Parcel, such insurance to afford protection to the limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate for both premises/operations products and completed operations, personal injury and contractual liability coverage, and at least \$500,000 for fire legal liability.

**8.2.3. Worker's Compensation Insurance.** Each Parcel Owner, at its sole cost and expense, shall maintain Workers Compensation

insurance for all of the Parcel Owner's or its Occupant's employees working in the Project, in an amount sufficient to comply with applicable Law.

8.2.4. Contractor's Insurance. Each Parcel Owner shall require any contractor performing work on or at the Project at the Parcel Owner's or its Occupants direction to carry and maintain, at no expense to the Association, a comprehensive general liability insurance policy, including, but not limited to, contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, with insurance carriers and in amounts acceptable to the Association, comparable to amounts maintained for similar facilities in the same geographic region; and workman's compensation or similar insurance, covering all persons employed by such Parcel Owner or its Occupant on the Project, in form and amounts required by applicable Law. Prior to the commencement of work at the Parcel, the Parcel Owner shall deliver to the Association a Certificate of Insurance of all required insurance (and certificates of renewal where appropriate) showing that all insurance limits required are in full force and effect.

8.2.5. Policy Requirements. All such insurance shall be maintained with insurance carriers and in amounts acceptable to the Association. Certificates of all such insurance shall be delivered by a Parcel Owner to the Association upon request. Public liability and all risks property and casualty insurance policies evidencing such insurance shall name the Association and its designee (if any) as an additional insured and shall also contain a provision requiring the insurer to give at least thirty (30) days prior written notice to the Association of any cancellation, modification or non-renewal of such insurance. Each Parcel Owner shall be responsible for the payment of any deductibles under any insurance policy required to be carried under this Declaration. Except for the Worker's Compensation insurance, the policies of insurance required

under this Declaration shall provide primary coverage to the Association when any policy issued to the Association is similar or duplicate in coverage (the Association's policy shall be excess over such policies). The Association reserves the right to require that the insurance coverages and limits described above be modified and/or increased from time to time as may be reasonably necessary to compensate for inflation and other factors related to liability amounts.

- 8.3. MAINTENANCE OF COMMON AREAS.** Except to the extent that the same is the obligation of a Parcel Owner, any municipal entity, any utility provider or any other Person, the Association or its successors and assigns, shall:

- 8.3.1.** Operate, maintain, repair, clean, insure, reconstruct, restore and replace the Common Areas (excluding any Utility Facilities constructed or installed within the Common Areas by a Parcel Owner pursuant to its Utilities Easement) and related personal property of the Association, in a neat, orderly and safe condition and in a manner substantially consistent with the manner of maintenance and operation of other common areas for research parks located within Riverside County, California area similar in age, quality and size to the Project; and
- 8.3.2.** Pay any real and personal property taxes and other charges assessed to or payable by the Association on the Common Areas (excluding any Utility Facilities constructed or installed within the Common Areas by a Parcel Owner pursuant to its Utilities Easement and excluding any such taxes and other charges to the extent arising as a result of the use or occupancy of any Parcel by any particular Parcel Owner (whether resulting from such Parcel Owner's non-tax-exempt status or otherwise)).
- 8.3.3.** Maintain general liability, fire and casualty insurance for the Common Areas. For the foregoing purposes: (i) such general liability coverage shall provide commercial general liability and property damage insurance and commercial truck/automobile insurance as per ISO standard forms (or the substantial equivalent thereof) with limits of not less than

- \$2,000,000 per person and \$5,000,000 per occurrence as respects bodily injury or death, and not less than \$2,000,000 per occurrence as respects property damage; and (ii) such fire and casualty coverage shall provide standard Fire and "Extended Coverage" or "All Risk" coverage and, during construction periods affecting the Common Areas or any portion thereof, "Builders Risk" (it being understood that such coverage may exclude the perils of flood and/or earthquake) as per ISO standard forms (or the substantial equivalent thereof) for the full replacement value of the Common Areas. The Board, in its sole discretion, may increase or modify such insurance coverage, as it deems reasonably necessary to account for inflation and other factors.
- 8.3.4. In addition, the Association shall have the right but not the obligation to maintain such other policies of insurance (including without limitation earthquake and flood) as the Association determines in the commercially reasonable exercise of its judgment to be necessary or appropriate to protect the interests of itself and the Parcel Owners.
- 8.3.5. When necessary by reason of accident or other cause occurring in the Common Areas or elsewhere in the Project, or in order to make any repairs or alterations or additions or improvements in or relating to portions of the Project, the Association reserves the right to interrupt the supply to the Project or to the Common Areas, of steam, electricity, water, gas, and other utilities in or to the Common Areas or any other portion of the Project until said repairs, alterations, additions or improvements shall have been completed.
- 8.3.6. All policies of insurance maintained for the Common Areas hereunder shall be in the form and shall have deductible amounts, as the Association deems appropriate in the commercially reasonable exercise of its judgment.
- 8.3.7. Each Parcel Owner is required to promptly report to the Association or its managing agent any defect or need for repairs that are the responsibility of the Association.



**8.4. RIGHT AND OBLIGATION OF PARCEL OWNER TO MAINTAIN.** In the event that a Parcel Owner fails to accomplish any maintenance or repair required by this Declaration, the Association may deliver to such Parcel Owner written notice of such failure. If the Parcel Owner does not commence to cure such failure within twenty (20) days after the delivery of such notice or does not continue to diligently thereafter prosecute such cure to completion, the Association may deliver to such Parcel Owner a second written notice specifying the failure, and if such Parcel Owner does not commence the cure of such failure within ten (10) days after receipt of such second notice and continuously diligently prosecute such cure to completion, which shall be no later than ninety (90) days after receipt of the second notice, the Association may, but shall not be obligated to, cause such maintenance or repair to be accomplished as provided herein. The Association shall have the right, following the delivery of both notices and the expiration of both cure periods described in this **Section 8.3**, to enter upon any such Parcel at reasonable times in connection with any maintenance or repair in the exercise of its powers and duties provided for in this **Section 8.3**. All costs incurred in connection with the exercise of its rights under this **Section 8.3** shall be, at the option of the Association, assessed against the Parcel Owner as a Special Assessment.

**8.5. RIGHT OF ENTRY.** The Association shall have the right following not less than twenty-four (24) hour notice (except in the case of an emergency in which case no notice shall be required), which notice may be given by telephone, email or in writing, to enter upon any Parcel at reasonable times when necessary in connection with any maintenance, repair or construction of the Common Areas, to determine whether any Parcel Owner is in compliance with this Declaration, or otherwise in the exercise of the powers and duties of the Association provided for in this Declaration. The Association shall use its reasonable efforts to minimize any interference with or disruption of business activities on the Parcel, and will attempt in good faith to coordinate with the Parcel Owner of the Parcel the entry onto

such Parcel prior to such entry. Upon completion of any maintenance, repair, or construction of the Common Areas on a Parcel, Association shall restore the Parcel to its original condition.

**8.6. WAIVER OF SUBROGATION.** Except as may be specifically set forth to the contrary in any other document or agreement, each Parcel Owner, Declarant and the Association shall be deemed to release each of the other Parcel Owners, Declarant and the Association (including their respective officers, directors, shareholders, members, partners, trustees, beneficiaries, agents, servants and employees) from, and to waive all rights of subrogation for itself and for its insurer (to the extent legally possible) with respect to, all claims, losses or damages to any property located on or as a part of the Common Areas to the extent the same shall be covered by insurance, irrespective of any negligence or other fault on the part of any such Parcel Owner, Declarant or the Association which may have contributed to such loss or damage. Except as may be specifically set forth to the contrary in any other document or agreement between Declarant and/or the Association and the applicable Parcel Owner, each Parcel Owner, Declarant and the Association shall use its commercially reasonable efforts to obtain or cause to be obtained, for the benefit of the other Parcel Owners, Declarant and the Association, as the case may be, a waiver of the right of subrogation which the insurer of such Person may acquire against such other Parcel Owners, Declarant or the Association, as the case may be, by virtue of the payment of any loss covered by such insurance.

**8.7. INDEMNITY.** Subject to the waiver of subrogation provided in **Section 8.6**, and except to the extent arising out of the gross negligence or willful misconduct of the Association or another applicable indemnified party in failing to perform its obligations hereunder with respect to the Common Areas, the Property or the Project, each Parcel Owner shall indemnify, defend and hold the Association, Declarant and the other Parcel Owners harmless from and against any and all claims, demands, liabilities, losses,

costs and expenses (including, without limitation, reasonable attorneys' fees) made against or incurred by the Association, Declarant or other indemnified party as a result of or in connection with any act by such indemnifying Parcel Owner (or any other Person acting on behalf of such Parcel Owner in a representative capacity) or of any such Parcel Owners tenants, occupants, invitees, licensees and guests in the use of the Common Areas, including, without limitation, any unauthorized use of any such Common Areas, the Property or the Project and the exercise of its rights under its Utilities Easement. This indemnification shall include the indemnifying Parcel Owner submitting an insurance claim in the event of inadvertent damage.

Subject to the waiver of subrogation provided in **Section 8.5**, and except to the extent arising out of the gross negligence or willful misconduct of such Parcel Owner, the Association shall indemnify, defend and hold each Parcel Owner harmless from and against any and all claims, demands, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) made against or incurred by such Parcel Owner as a result of or in connection with the gross negligence or willful misconduct of the Association (or any other Person acting on behalf of the Association in a representative capacity) in failing to perform its obligations hereunder with respect to the Common Areas.

- 8.8. PROPERTY AND CONSTRUCTION MANAGERS.** The Association may retain independent property or construction managers or consultants to perform any duty or obligation of the Association under this Declaration. The costs of such managers and consultants shall be a Common Area Expense.

## **ARTICLE IX**

### **COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS**

#### **9. COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS.**

- 9.1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** Each Parcel Owner is hereby deemed to covenant and agree to pay and shall pay without offset to the Association its Regular



Assessments and Special Assessments (the "Assessments"), which shall be fixed, established and collected from time to time as provided in this Declaration. No Parcel Owner may exempt itself from or terminate its obligation to pay Assessments by any waiver or relinquishment of its rights to use or enjoy the Common Areas or by abandonment of its Parcel or any portion thereof. Except as expressly otherwise provided, Regular Assessments and Special Assessments shall be borne proportionately by each Parcel Owner to the extent of its Allocable Share. The Assessments, together with interest thereon, late charges, attorney's' fees and court costs, and other costs of collection thereof, shall be a continuing lien upon the Parcel against which each such Assessment is made and levied. Recording of this Declaration constitutes notice and perfection of the lien. Each such Assessment, together with such interest, late charges, costs and attorneys' fees, shall also be the personal obligation of the Parcel Owners, as the case may be, jointly and severally, of such Parcel at the time when the Assessment becomes due and such personal obligation to pay the Assessment shall not be terminated by a conveyance or any transfer of an interest and/or estate in such Parcel. The personal obligation shall not pass to the successors in title of a Parcel Owner unless expressly assumed by such successors. The lien created by this Section 9.1 shall be superior to all liens and encumbrances recorded subsequent to this Declaration, except the lien for real estate taxes and assessments.

- 9.2. PURPOSE OF ASSESSMENTS.** The Assessments levied by the Association shall be used for the benefit of the management of the Common Areas, enhancing and protecting the value, desirability and attractiveness of the Project and the quality of environment within the Project through the maintenance and repair of the Common Areas, the improvement, maintenance, repair, reconstruction, administration and operation of the Common Areas, administering and enforcing covenants, conditions and restrictions, collecting and disbursing funds pursuant to this Declaration, defending claims and lawsuits with respect to the

Common Areas, or in furtherance of any other duty or power of the Association.

- 9.3. REGULAR ASSESSMENTS.** Within thirty (30) days from completion of the Initial Common Infrastructure but in no event later than February 1, 2020, and on or about sixty (60) days prior to the beginning of each fiscal year thereafter as determined by the Association, the Association shall prepare and distribute to all Parcel Owners a pro forma budget for such fiscal year, which budget shall estimate the total Common Area Expenses to be incurred for such year and each Parcel Owner's Allocable Share of such Common Area Expenses set forth in **Exhibit D**. Based upon such budget, including a reasonable allowance for contingencies and reserves, the Association shall at that time determine the amount of the regular assessment (the "Regular Assessment") to be paid by each Parcel Owner based on such Parcel Owner's Allocable Share. Each Parcel Owner, commencing with the commencement of such Parcel Owner's interest therein, shall thereafter pay to the Association, its successors and/or assigns, its Regular Assessment on or before thirty (30) days after the commencement of the fiscal year (or on or before thirty (30) days after the first day of each month or each quarter during such fiscal year as may be allowed or required by the Association). In the event the Association shall at any time determine that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Area Expenses for any reason, the Association shall then determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Area Expenses and determine the revised amount of Regular Assessment against each Parcel Owner, and the date or dates when due. The Association may increase the Regular Assessment no more than two times per fiscal year. If no budget is delivered to the Parcel Owners prior to the beginning of any fiscal year, each Parcel Owner shall pay the Regular Assessment paid by such Parcel Owner for the preceding fiscal year unless and until a supplemental estimate of Common Area Expenses is delivered to the Parcel Owners (provided, however, in such event, prior to the commencement of the applicable fiscal year, the

Association shall deliver to the Parcel Owner a notice that the Regular Assessments from the preceding fiscal year shall continue to apply). The failure of the Association to timely prepare a budget for any fiscal year shall not constitute a waiver by the Association of its rights hereunder or relieve Parcel Owners of their obligations to pay Regular Assessments as provided herein.

**9.4. SPECIAL ASSESSMENTS.** In addition to Regular Assessments, special assessments ("Special Assessments") may be levied by the Association at any time pursuant to this **Section 9.4**. Each Parcel Owner shall pay to the Association the amount of any Special Assessment levied against it within thirty (30) days after notice of such Special Assessment is given by the Association.

**9.4.1.** Special Assessments may be levied against any Parcel Owner for the purpose of defraying, in whole or in part:

**9.4.1.1.** Costs incurred in bringing such Parcel Owner's Parcel into compliance with the provisions of this Declaration, applicable Law or the Rules, or in connection with any remediation or cleanup of Hazardous Materials pursuant to **Section 11.3**;

**9.4.1.2.** Any cost or expense incurred by the Association in the maintenance or repair of the Common Areas as a result of the use of the applicable Parcel by, or acts or omissions of, such Parcel Owner (including, without limitation, any Hazardous Materials remediation or cleanup pursuant to **Section 11.3**;

**9.4.1.3.** The costs of bringing utilities or infrastructure to such Parcel Owner's Parcel, to the extent incurred by the Association;

**9.4.1.4.** Any other charge designated as a Special Assessment that may be levied against such Parcel Owner pursuant to this Declaration or to recover costs, expenses and damages incurred as a result of the violation by such Parcel Owner of the SP, this Declaration, the Rules or the Design Guidelines and Submittal Requirements; and

**9.4.1.5.** Attorneys' fees, interest and any other charges relating thereto, and any other amounts that may be levied

against or owed by such Parcel Owner as provided in this Declaration.

**9.4.2.** Special Assessments may be levied against all Parcel Owners in accordance with their respective Allocable Shares for the purpose of defraying, in whole or in part:

**9.4.2.1.** Any cost or expense incurred by the Association in the maintenance or repair of the Common Areas to the extent it is not a result of the use of any Parcel by, or acts or omissions of, any Parcel Owner in violation of this Declaration, the SP or the Rules (including, without limitation, any Hazardous Materials remediation or cleanup pursuant to **Section 11.3.2 or 11.3.3;**

**9.4.2.2.** The costs of bringing utilities or infrastructure (other than the Initial Common Infrastructure) to the Common Areas, to the extent incurred by the Declarant, including but limited to costs of any construction, maintenance, addition, repair or replacement of the utilities or infrastructure. Except to the extent covered by reserves established from Regular Assessments, the cost of any construction, reconstruction, repair or replacement of any capital improvement, including fixtures and personal property related thereto, located within any portion of the Common Areas or, to the extent benefiting the Common Areas or the entirety of the Project, located within any Parcel; provided, however, that no such Special Assessment shall be levied in connection with any original construction of the Initial Common Infrastructure unless said Special Assessment is used for the reconstruction or replacement any capital improvement included in the Initial Common Infrastructure, except to the extent that such capital improvements are being paid for out of insurance proceeds, in each case without the prior approval of both the Association and Parcel Owners representing in the aggregate at least fifty-one percent (51%) of the Voting Shares (excluding the number of votes as to which voting rights are suspended at the time of the subject vote);

- 9.4.2.3. Any other charge designated as a Special Assessment that may be levied against all Parcel Owners pursuant to this Declaration; and
- 9.4.2.4. Attorneys' fees, interest and any other charges relating thereto, or any other amounts that may be levied against or owed by all Parcel Owners as provided in this Declaration.
- 9.4.2.5. In the event the Association undertakes to provide other or additional materials or services that benefit individual Parcels and that may be accepted at the election of individual Parcel Owners such Parcel Owners in accepting such materials or services agree that the costs thereof shall be a Special Assessment against only such benefited Parcels.
- 9.5. **YEAR-END STATEMENTS.** Upon completion of the infrastructure and the Association's assessment of Common Area Expenses, but in no event earlier than January 1, 2021, the Association shall give to each Parcel Owner following the end of each fiscal year a statement (the "Expense Statement") that shall state the Common Area Expenses incurred for such preceding fiscal year and indicate such Parcel Owner's Allocable Share of such Common Area Expenses for such fiscal year. The Association shall use its commercially reasonable efforts to deliver such Expense Statement to each Parcel Owner on or before the date that is ninety (90) calendar days following the end of the fiscal year to which such Expense Statement relates. Upon receipt of the Expense Statement for each fiscal year, each Parcel Owner shall pay to the Association within forty-five (45) calendar days after its receipt of the Expense Statement, an amount, if a positive number, equal to (x) the full amount of such Parcel Owner's Allocable Share of Common Area Expenses due for such fiscal year as shown on the Expense Statement, minus (y) the amounts, if any, paid by such Parcel Owner during such fiscal year as such Parcel Owner's estimated Allocable Share of Common Area Expenses provided pursuant to **Section 9.3**. If the amount of any Parcel Owner's Allocable Share of Common Area Expenses paid during the preceding fiscal year as

estimated Common Area Expenses exceeds such Parcel Owner's actual Allocable Share of Common Area Expenses shown on the Expense Statement, the excess amount shall be credited against the estimated amount of Common Area Expenses to be incurred in the succeeding fiscal year. Common Area Expenses for the succeeding year and the estimated budget for the succeeding fiscal year shall be adjusted accordingly.

**9.6. BOOKS AND RECORDS.** The Association shall, in accordance with good bookkeeping practices and generally accepted accounting principles, to the extent applicable, maintain a complete record of each and every item of Common Area Expenses set forth in an Expense Statement. To the extent practicable, all such records shall be maintained in one central location at or near the Project. Such books and records with respect to any fiscal year shall be maintained for a period of two (2) years after the last day of such fiscal year. Subject to reasonable terms and conditions imposed by the Association, and upon reasonable prior written notice, each Parcel Owner shall have the right, at such Parcel Owner's sole cost and expense (which sums shall be paid in advance by the requesting Parcel Owner) and at such location as the Association may reasonably determine, to audit, using independent certified public accountants (which may not be engaged on a contingency basis), the books and records of the Association relative to the computation of Common Area Expenses and the Assessments levied against such Parcel Owner; provided that, in no event shall any Parcel Owner have the right to perform more than one (1) audit in any twelve (12) month period. If any Common Area Expenses are found to be overstated or understated, then the appropriate adjustments and payments shall be made.

**9.7. NON-PAYMENT.** Any Assessment provided for in this Declaration that is not paid within ten (10) days after the date due shall be delinquent. To any such delinquent Assessment shall be added the reasonable costs of collection (including, without limitation, reasonable attorneys' fees), plus a late charge of ten percent (10%) of the Assessment or Ten Thousand Dollars (\$10,000), whichever is lesser, plus the Assessment shall bear interest at

the rate of ten percent (10%) per annum, but in any event not higher than the maximum rate permitted by applicable Law, commencing thirty (30) days after the date it became delinquent. The Association may, at its option, and without waiving the right to judicially foreclose its lien against the Parcel in delinquency, sanction the Parcel Owner and pursue any available remedies, including, without limitation, bringing an action at law against any Parcel Owner personally obligated to pay the same, or upon compliance with any applicable notice provisions, to foreclose the lien against the Parcel as provided in this Declaration. If any action is commenced, the costs of such action, including, without limitation, attorneys' fees, shall be added to the amount of the delinquent Assessment in addition to the reasonable costs of collection, the late charge, and interest at the rate specified herein. Each Parcel Owner vests in the Association or its assigns the right and power to bring all actions at law or lien foreclosure against such Parcel Owner or other Parcel Owners for the collection of delinquent Assessments. The Association may also elect to enforce any provision of the Declaration, Bylaws or Rules by suit at law or in equity to enjoin any violation or to recover monetary damages or both.

- 9.8. CERTIFICATE OF PAYMENT.** The Association shall, upon request, furnish to any Parcel Owner liable for any Assessments or its mortgagee, a written certificate setting forth whether the Assessments on a specified Parcel have been paid, and the amount of delinquency, if any.

## **ARTICLE X ENFORCEMENT**

### **10. ENFORCEMENT.**

- 10.1. DEFAULT AND REMEDIES.** In the event of any breach, default, non compliance, violation or failure to perform or satisfy any of the covenants, conditions and restrictions contained herein (each a "breach"), (except for a non-payment default set forth in Section 9.7) which has not been cured within thirty (30) days after written notice from Declarant to do so (or if such cure will



reasonably take longer than thirty (30) days to cure, then if such cure is not commenced within such thirty (30) day period and thereafter diligently pursued to completion no later than 90 days after commencement), the Association, in its sole discretion, may enforce anyone or more of the following remedies or any other rights or remedies to which the Association may be entitled by law or equity, whether or not set forth herein. To the maximum extent permitted by Law, all remedies provided herein or by law or equity shall be cumulative and not mutually exclusive. Any breach, default, non compliance, violation or failure to perform or satisfy any of the covenants, conditions and restrictions contained herein by a Parcel Owner or any Occupant of any Parcel owned by such Parcel Owner shall constitute and be deemed a default by such Parcel Owner under this Declaration.

10.1.1. DAMAGES. The Association may bring a suit for damages for any compensable breach of any of the covenants, conditions and restrictions contained herein, or for declaratory relief to determine the enforceability of any of these covenants, conditions and restrictions. If the Association consults with and/or engages an attorney(s) in order to enforce any one or more of the provisions of this Declaration against a Parcel Owner or any Occupant of such Parcel Owner's Parcel, whether or not such consultation and/or engagement results in the initiation of any judicial action, then the Association may assess as a special assessment, and such Parcel Owner shall pay, any and all costs incurred by the Association in connection therewith, including, without limitation, all attorneys' fees, court costs and similar professional fees and costs. The Association may levy a Special Assessment against a Parcel Owner to cover all costs incurred in exercising its rights and in bringing that Parcel Owner into compliance with the terms of the Declaration, Bylaws or Rules in accordance with Section 10."

10.1.2. EQUITY. It is recognized that a breach by a Parcel Owner of one or more of the covenants, conditions and restrictions contained herein may cause the Association or the other Parcel

Owners to suffer material injury or damage not compensable in money and that the Association shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with these covenants, conditions and restrictions or for an injunction to enjoin the continuance of any such breach thereof.

- 10.1.3. ABATEMENT AND LIEN RIGHTS. Any such breach of these covenants, conditions and restrictions or any provision hereof is hereby declared to be a nuisance, and the Association shall be entitled to enter the Parcel or portion of the Project as to which the breach exists in accordance with the terms and provisions of this Declaration and install, repair or maintain any Improvement, thing, or condition that may exist in breach of any of these covenants, conditions and restrictions, or the Association may prosecute any remedy allowed by law or equity for the abatement of such nuisance against any Person acting or failing to act in breach of these covenants, conditions and restrictions, all at the sole cost and expense of the Parcel Owner or any Person having possession under the Parcel Owner. Any costs or expenses reasonably paid or incurred by the Association in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the rate of ten percent (10%) per annum from the date the Association provides notice of the expenditure in writing to the Parcel Owner, but in any event not higher than the maximum rate permitted by applicable Law, shall be a lien and charge against the Parcel as to which the breach exists, shall be a continuing lien thereon until paid, and shall also be the personal obligation of that Person who was the Parcel Owner when such charges become due. In addition to any other rights or remedies hereunder, the Association may, upon compliance with the applicable provisions of this Declaration, proceed to foreclose the lien against the Parcel. If the breaches recited in such lien claim are timely cured and any recited amounts timely paid as provided above, the Association shall forthwith prepare and

record an appropriate release of such lien at Parcel Owner's sole expense.

**10.2. NOTICE OF LIEN.** No action shall be brought to foreclose an Assessment or other lien or to proceed under the power of sale herein provided until thirty (30) days after the date a copy of a notice of claim of lien (which may, but need not, recite the nature of the charge against the Parcel, the legal description of the Parcel, the record or reputed Parcel Owner of the Parcel, and the amount of the claim) is deposited in the United States mail, certified or registered, postage prepaid, to the Parcel Owner of said Parcel, and the original thereof is recorded in the office of the Riverside County Recorder. Upon the timely curing of any default or the full payment of any amount for which a Notice of Lien has been filed by the Association, the Association shall record an appropriate release of lien in the office of the Riverside County Recorder, but only upon the payment by the defaulting or non-paying Parcel Owner of a reasonable fee, to be determined by the Association, to cover the cost of preparing and recording such release.

**10.3. FORECLOSURE SALE.** Any Assessment or other lien may be foreclosed by sale by the Association, its successors and assigns, its attorney or any other Person authorized by the Association, after failure of the Parcel Owner to make the payments specified in the notice of claim of lien within said thirty (30) day period, pursuant to Sections 2924, 2924b, 2924c, 2924f, 2924g and 2924h of the California Civil Code, as said statutes may from time to time be amended, or other statutes applicable to the exercise of powers of sale in mortgages or deeds of trust, or in any other manner permitted by applicable Law. Each Parcel Owner hereby irrevocably appoints the Association as the trustee and its attorney-in-fact, such appointment being coupled with an interest, for purposes of exercising and facilitating the power of sale herein granted, with full power of substitution. The Association, through its duly authorized agents, shall have the power to bid on the Parcel at the sale, using as a credit bid the amounts secured by such lien plus trustee's fees and expenses, or funds

borrowed for such purpose, and to acquire and hold, lease, mortgage and convey the same.

- 10.4. WAIVER.** No waiver by the Association of a breach of this Declaration, or any of these covenants, conditions and restrictions herein, and no delay or failure to enforce this Declaration or any of these covenants, conditions and restrictions shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other of these covenants, conditions and restrictions. No waiver by the Association of any breach hereunder shall be implied from any omission by the Association to take any action on account of such breach if such breach exists or is repeated, and no express waiver shall affect a breach other than as specified in said waiver. The consent or approval by the Association to or of any act by a Parcel Owner requiring the Association's consent or approval shall not be deemed to waive or render unnecessary the Association's consent or approval to or of any subsequent similar acts by Parcel Owner.
- 10.5. COSTS OF ENFORCEMENT.** If any legal or equitable action or proceeding is instituted to enforce any provision of this Declaration or these covenants, conditions and restrictions, the party prevailing in such action shall be entitled to recover from the losing party all of its costs, including court costs and reasonable attorneys' fees.
- 10.6. MORTGAGEE RIGHTS.** No amendment, breach or violation of this Declaration or these covenants, conditions and restrictions shall defeat or render invalid the lien of any mortgage, deed of trust or similar instrument (each a "Mortgage") securing a mortgage loan made in good faith and for value with respect to the development or permanent financing or refinancing of any Parcel or portion thereof or any Improvement thereon; provided that, all of these covenants, conditions and restrictions shall be binding upon and effective against any subsequent owner of the Parcel or any portion thereof. Any mortgagee or beneficiary (each a "Mortgagee") under a Mortgage described in the preceding sentence shall, upon filing a written request with the Association, be entitled to receive written notification from the Association of (1) any



condemnation or casualty loss of which the Association is aware and that affects either a material portion of the Project or the Parcels securing the respective Mortgage, or (2) any default or breach in the performance of the obligations imposed by this Declaration by the Parcel Owner whose Parcel is encumbered by such Mortgagee's Mortgage, which default has not been cured within sixty (60) days of a request therefor by the Association. Notwithstanding anything to the contrary stated in the preceding sentence, the Association shall only be obligated to provide such notices to Mortgagees who have delivered a written request therefor to the Association specifying the Parcel or Parcels to which such request relates. All Mortgagees, insurers and guarantors of Mortgagees, upon written request to the Association, shall have the right to examine during normal business hours current copies of the Association's books, records and financial statements as concern Common Area Expenses and Assessments.

- 10.7. DISPUTE RESOLUTION PROCEDURES.** In the event of any claim against Declarant, the Association and any Owner or Owners, or between any Owners, arising out of or related to this Declaration, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this Declaration, or violation thereof, shall be settled by arbitration administered by the AAA in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The arbitrator shall be either a retired judge or a member of the California State Bar with at least fifteen (15) years' experience as a practicing lawyer. The place of arbitration shall be in Riverside County, California. The arbitration shall be governed by the laws of the State of California. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. The arbitrator will

have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator shall not award consequential damages in any arbitration initiated under this section. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, expert witness fees, and attorney's fees.

## **ARTICLE XI HAZARDOUS MATERIALS**

### **11. HAZARDOUS MATERIALS.**

- 11.1. DUTIES OF PARCEL OWNER, ASSOCIATION.** Except to the extent expressly provided to the contrary in this Declaration and/or the SP, (i) the Association and Parcel Owner(s) shall not release, generate, use, store, dump, transport, handle or dispose of any Hazardous Materials within the Project or otherwise permit the presence of any Hazardous Materials on, under, or about the Common Areas or their respective Parcels, as the case may be, or transport any Hazardous Materials to or from the Project except in accordance with all applicable Law, (ii) no Parcel Owner shall install, operate or maintain any above, below or at grade tank, sump, pit, pond, lagoon or other storage or treatment vessel or device on or about the Project without the prior written consent of Declarant, which may be granted, conditioned or withheld in its sole and absolute discretion, (iii) each Parcel Owner shall be solely responsible for all notices, operations, use, storage, investigation, enforcement, cleanup, remediation and indemnity with respect to Hazardous Materials in, on or about such Parcel; and (iv) the Association shall be responsible for all such cleanup and remediation activities with respect to the Common Areas, but only to the extent of amounts collected by the Association under

Special Assessments that it may have levied and collected pursuant to **Section 9.4.**

Except to the extent expressly provided to the contrary in this Declaration and/or the SP (and then only with respect to the Association or the applicable Parcel Owner), each Parcel Owner with respect to its Parcel, and the Association with respect to the Common Areas, shall immediately notify the other Parcel Owners or the Association by providing a copy of the following with respect to such Parcel Owner's Parcel or the Common Areas, as the case may be: (1) any notices of violation or potential or alleged violation of any Law which the Parcel Owner shall have received from any governmental agency concerning the use, storage, release or disposal of Hazardous Materials; (2) any and all inquiry, investigation, enforcement, cleanup, removal or other governmental or regulatory actions instituted or threatened relating to such Parcel; (3) all claims made or threatened by any third party relating to any Hazardous Materials; and (4) the release of Hazardous Materials on or about the Project, which such Parcel Owner or the Association knows of or reasonably believes may have occurred.

Neither the Association nor any Parcel Owner shall be liable in damages or otherwise solely by reason of its receipt of information of any kind submitted pursuant to this **Section 11.1** relating to Hazardous Materials and no duty of any kind shall be implied or imputed solely as a result of its receipt of such information.

Each Parcel Owner shall indemnify, defend and hold Declarant, the Association, and each other Parcel Owner harmless from and against any and all claims, demands, liabilities, losses, costs and expenses (including reasonable attorneys' fees and costs), including, without limitation, the cost of all repairs, maintenance and improvements necessary to correct or remediate any damage **caused by that Parcel Owner placing Hazardous Materials, either within the Common Areas or on a Parcel owned by another Parcel Owner.**



**11.2. CERTAIN PERMITTED USES.** Notwithstanding the foregoing, any Parcel Owner or the Association may use products containing Hazardous Materials and equipment fueled by or containing Hazardous Materials in, on or about its Parcel or the Common Areas, as the case may be, to the extent such products or equipment are normally incident to normal operations of the business or activities conducted thereon and the same (including the use, storage and disposal thereof) complies with all applicable Law.

**11.3. CLEANUP OF COMMON AREAS.**

**11.3.1.** The Association's cost of cleanup or removal of Hazardous Materials found on or in the Common Areas attributable to any particular Parcel Owner's use of Hazardous Materials or violations or abuse of the rights, duties and obligations of this **Article XI** shall be levied against such Parcel Owner and the Parcel Owner's Parcel as a Special Assessment in accordance with the terms of **Section 9.4**.

**11.3.2.** The Association's costs of cleanup or removal of Hazardous Materials found on or in any part of the Common Areas not attributable to any particular Parcel Owner's use of Hazardous Materials or violations or abuse of the rights, duties and obligations of this **Article XI**, not attributable to the acts or omissions of the Association and that have not migrated to the Project from any other property, shall be levied against all Parcel Owners and Parcel Owner's Parcels as a Special Assessment in proportion to each such Parcel Owner's Allocable Share (in accordance with the terms of **Section 9.4**).

**11.3.3.** The Association's costs of cleanup or removal of Hazardous Materials found on or in any part of the Common Areas to the extent such Hazardous Materials have migrated to the Project from any other property shall be levied against all Parcel Owners and Parcel Owner's' Parcels as a Special Assessment in proportion to each such Parcel Owner's Allocable Share (in accordance with the terms of **Section 9.4**), except to the extent set forth to the contrary in the SP and/or this Declaration and except to the extent one Parcel Owner caused the Hazardous Materials to be placed in or on the Common Area

in which event, the offending Parcel Owner shall be assessed an individual Special Assessment for the costs of cleanup or removal of the Hazardous Materials

## **ARTICLE XII**

### **TERM, AMENDMENT, AND RIGHT TO ENFORCE**

#### **12. TERM, AMENDMENT, AND RIGHT TO ENFORCE.**

**12.1. TERM.** The term of this Declaration and the easements, covenants, conditions and restrictions set forth herein shall run with and bind the Parcels and Project and shall inure to the benefit of the Parcels and be enforceable for a term commencing upon the date hereof and terminating upon ninety-nine (99) years thereafter.

**12.2. AMENDMENT AND MODIFICATION.** This Declaration may be amended, modified or revised from time to time by the Association to affect a Minor Amendment without the necessity of first obtaining the approval, joinder, or consent of any other Person, including, but not limited to, any Parcel Owner or any Persons who have acquired any possessory or security interest in any Parcel. Provided that Parcel Owners representing in the aggregate at least 67% of the Voting Shares (excluding the number of votes as to which voting rights are suspended at the time of the subject vote) so agree, this Declaration may be amended, modified or revised from time to time to effect any amendment, modification or revision that is not a Minor Amendment. Within ten (10) days of presentation by the Association, each Parcel Owner will sign and deliver to the Association an acknowledgment of any such amendment, modification or revision. However, Declarant or the Association may amend the Declaration at any time and from time to time without the prior consent or approval of any Parcel Owner to modify, change or impose additional conditions or restrictions on the Parcel Owners or the Project in order to ensure compliance with all applicable federal, state and local laws, regulations, ordinances and permits, including, without limitation, the California State Water Board Permit issued in connection with the Project.

**12.3. ENFORCEABILITY; BENEFITS OF ASSOCIATION.** The right to enforce the terms and conditions of this Declaration against Parcel Owners, Occupants and all other applicable Persons is vested solely in the Association, and its successors and assigns jointly and severally, and no other Person shall have the right to enforce the same without the prior written consent of the Association, which consent shall not be unreasonably withheld. The right to enforce the terms and conditions of this Declaration against the Association is vested solely in the Parcel Owners, jointly and severally.

**12.4. ANNEXATION; RELEASE.** Provided that the benefits to and obligations of any Parcel Owner would not be materially and adversely affected thereby, the Association may determine that portions of the Project should be released from, or other real property with a reasonable relationship to the Project should be annexed into, the Project and thus become subject to this Declaration. The Association may affect any such release or annexation by recording an amendment to this Declaration pursuant to **Section 12.2** above after any required vote of the Parcel Owners as provided therein (if applicable).

#### **ARTICLE XIII**

##### **ASSOCIATION'S APPROVAL; THIRD PARTY APPROVALS**

**13. ASSOCIATION'S APPROVAL; THIRD PARTY APPROVALS.** Unless otherwise expressly stated to the contrary, any approval or consent required of the Association under this Declaration may be given, withheld or conditioned in the Association's, as the case may be, reasonable discretion. By accepting its respective interest in a Parcel each Parcel Owner acknowledges that, without limitation, the Association shall only be responsible for the acts expressly required of it under this Declaration and, furthermore, that the Association has no control over or ability to influence the decision of any third party. The Association shall not be in default or breach of any obligation imposed on it under this Declaration to the extent that its performance is dependent upon further consent or approval of any

third party, provided that the Association has made a good faith attempt to comply with or perform such obligation.

**ARTICLE XIV  
MISCELLANEOUS**

**14. MISCELLANEOUS.**

- 14.1. CONSTRUCTIVE NOTICE AND ACCEPTANCE.** To the maximum extent permitted by Law, every Parcel Owner who now or hereafter leases or acquires any right, title or interest in or to any portion of a Parcel is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired an interest in said Parcel (or portion thereof).
- 14.2. ESTOPPEL CERTIFICATES.** Upon a sale or financing of a Parcel Owner's interest in a Parcel, and otherwise no more often than once a year, each Parcel Owner and its Mortgagee or prospective Mortgagee shall, upon reasonable request to the Association be entitled to receive a statement from the Association specifying, to the knowledge of the certifying party, that (1) to the Association's actual knowledge, this Declaration is in full force and effect, (2) this Declaration has not been amended or modified, either orally or in writing, or if so amended, identifying the amendments, and (3) to the actual knowledge of the Association, without any duty of further investigation or inquiry, there is no default by any Parcel Owner or the Association under the Declaration or, if any Parcel Owner or the Association is in default, then specifying the nature and amount (if applicable) of any and all defaults. The Association shall execute and return such certificate within twenty (20) days following its receipt of any such request. For such a statement, the Association shall be entitled to charge a reasonable fee based upon its actual administrative expenses in rendering the same.
- 14.3. MUTUALITY; RECIPROCITY; RUNS WITH LAND.** All restrictions, conditions, covenants and agreements contained in this Declaration

shall operate as covenants running with the land for the benefit of all other Parcels and the Common Areas.

**14.4. ASSOCIATION'S RIGHTS UNDER OTHER RECORDED DOCUMENTS.** Nothing herein contained shall prejudice or diminish in any way the Association's rights under any other documents of record from time to time affecting all or any portion of the Project.

**14.5. Indemnification.** The Association shall indemnify every officer, director, and committee member against all damages, liabilities, and expenses, including all Legal Costs, incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited by the Articles of Incorporation and California law. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, willful misconduct, or bad faith. The officers, directors, and committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers, directors, or committee members may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled.

**14.6.** The Association shall also indemnify and forever hold harmless the Declarant or any Declarant Related Entity to the extent that any officer, director or employee of the Declarant or Declarant Related Entity serves as an officer, director or committee member of the Association and the Declarant or Declarant Related Entity incurs any damages or expenses, including Legal Costs, in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding) by reason of having its officers, directors or employees serve as officers, directors, or committee members of the Association, except that such obligation to indemnify shall be limited to those actions

for which liability is limited under this Section, the Articles, and California law. The Declarant or any Declarant Related Entity shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, willful misconduct, or bad faith. This right to indemnification shall not be exclusive of any other rights to which the Declarant or any Declarant Related Entity may be entitled.

**14.7.** The Association shall, as a Common Expense, maintain adequate general liability and directors and officers liability insurance to fund this obligation, if such insurance is reasonably available.

**14.8. DECLARANT'S RIGHTS AND DUTIES ASSIGNABLE.** All or any portion of the rights, obligations or duties, if any, of Declarant created by this Declaration may be assigned by Declarant to the Association or any other third party. Upon acceptance of Declarant's rights and/or assumption of Declarant's obligations and duties thereunder, (i) Declarant shall be released from any obligations, liabilities or duties arising thereafter, (ii) such assignee thereof shall indemnify, hold harmless and defend Declarant, its agents, officers, directors, shareholders, representatives and employees against all actions claims, rights, duties, and obligations vested or created in Declarant hereunder, including, but not limited to, all debts, obligations, contracts, attorneys' fees and other acts incurred or taken by Declarant in connection therewith, and (iii) the Association and each Parcel Owner shall be deemed to have waived all claims and actions of the Association or such Parcel Owner against Declarant arising from or in connection with any such claims described in clause (ii) above. After the formation of the Association, Declarant, at its sole election, may assign any and all contracts and agreements pertaining to the Project, including, without limitation, any contract or agreement for the provision of security services for the Project, and in the event of such assignment, the Association shall accept such assignment and fully assume the obligations thereunder.

**14.9. CAPTIONS; SEVERABILITY; ENTIRE AGREEMENT; GOVERNING LAW.** The paragraph and section headings or captions used herein are for

convenience only and are not a part of this instrument and do not in any way limit, define or amplify the scope or intent of the terms and provisions hereof. If any provision of this Declaration as applied to the Association, Declarant or any Parcel Owner or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by Law) any other provision of this instrument, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the instrument as a whole. References in this Declaration to Sections and Articles, unless otherwise indicated, are to Sections and Articles of this Declaration. All Exhibits and other addenda attached to this Declaration are incorporated herein and made a part hereof. This Declaration comprises the complete and integrated understanding and declaration of the Declarant with respect to the subject hereof, and supersedes any prior oral, written or other agreement or statement. This Declaration shall be governed by the internal laws of the State of California without regard to the conflict of laws principles of California or any other State.

**14.10. Future Development.** Each Parcel Owner acknowledges and understands that the Property and areas adjacent to the Property are subject to further development and expansion, and therefore, there may be certain inconveniences during any period of construction. Each Parcel Owner, on behalf of itself and any occupants of such Parcel, waives all claims with respect thereto. Each Parcel Owner acknowledges and agrees that if Parcel Owner or Owner's Occupants enter onto any area of construction, they do so at their own risk, and that the Declarant, any Declarant Related Entity, the Association, and their respective contractors, agents or employees shall not be liable for any damage, loss or injury to such Persons.

**14.11. ATTORNEY'S FEES AND COSTS.** In the event any action or suit is brought by Declarant, Association or any Parcel Owner against any other Parcel Owner or Association or Declarant arising out of



this Declaration, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties all reasonable costs and expenses of the action, including reasonable attorneys' fees and costs. As used in this Declaration, the term "attorney's fees and costs" shall mean the fees, costs and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, experts and other Persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding, and shall include, specifically, all fees, costs and expenses of expert witnesses. The term "prevailing party" shall include a prevailing party as defined in California Code of Civil Procedure Section 998, or any successor statute thereto.


- 14.12. NO RIGHTS IN PUBLIC.** Nothing herein contained shall be deemed to be a gift or dedication of any Parcel or the Common Areas, or any portion thereof, to the general public for the general public or for any public use or purpose whatsoever, it being the intention and understanding of the Parcel Owners that this Declaration be strictly limited to and for the purposes herein expressed for the maintenance, repair, reconstruction and operation of the Common Areas on private property solely for the benefit of the Parcel Owners.
- 14.13. INDEPENDENT OWNERS.** Nothing contained in this Agreement shall be construed to make a joint venture, partnership or other joint enterprise as between any Parcel Owners.

IN WITNESS WHEREOF, this Declaration has been executed effective on the day and year first above written.

COACHILLIN' HOLDINGS LLC

MANAGING MEMBER: KENNETH R. DICKERSON

By:

A handwritten signature in black ink, appearing to read 'K. Dickerson', is written over a horizontal line.

Kenneth R. Dickerson, Managing Member

## ACKNOWLEDGMENT

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

State of California  
County of Riverside

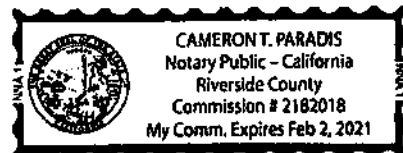
On November 6, 2019 before me, Cameron T. Paradis, Notary Public  
(insert name and title of the officer)

personally appeared Kenneth R. Dickerson  
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 Cameron T. Paradis (Seal)

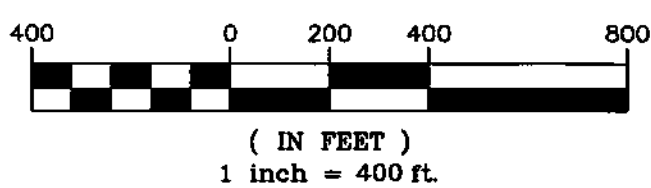
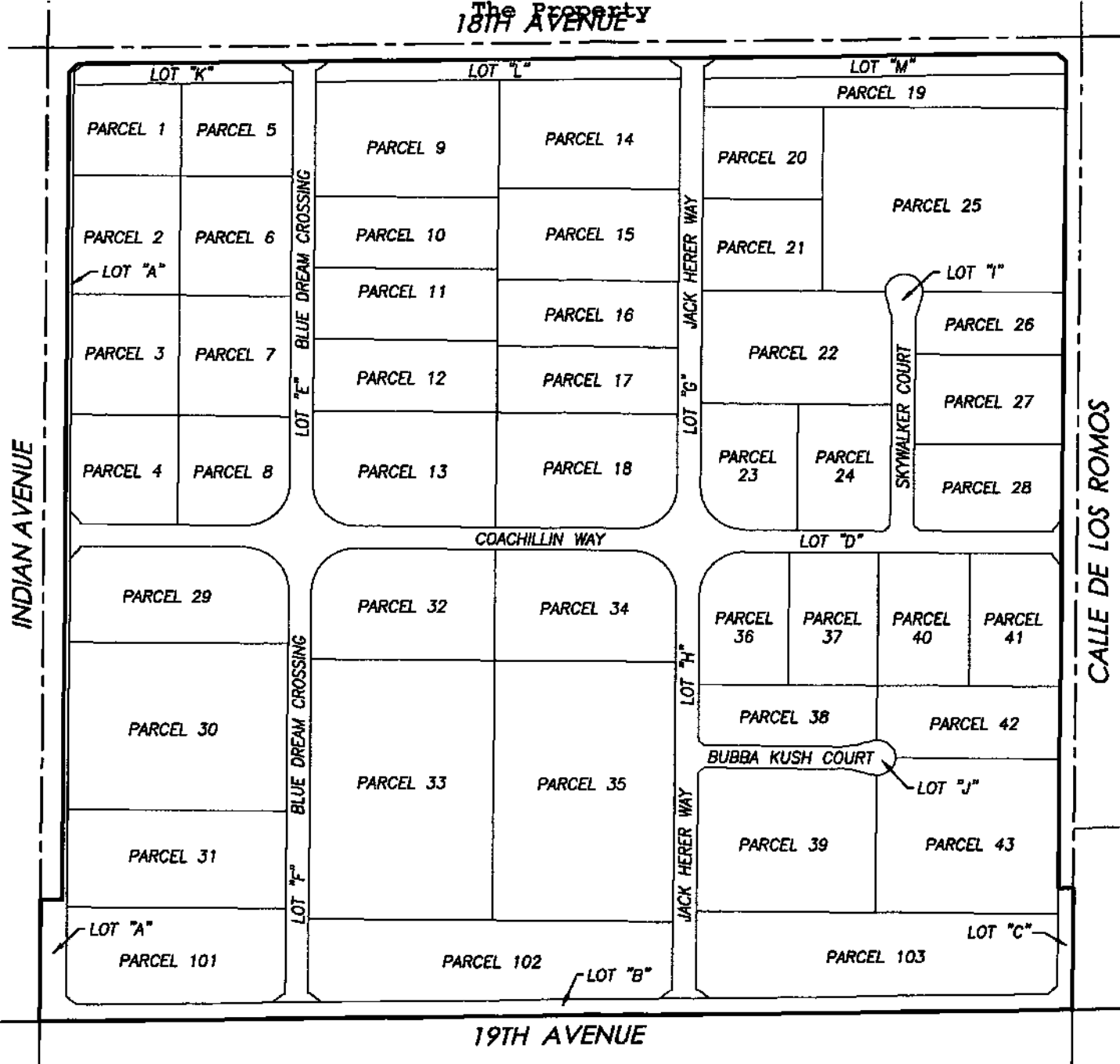


SCALE: 1" = 400'

EXHIBIT A-1

THE PROPERTY  
P.M. NO. 37158

18TH AVENUE



Prepared by:

**CVE**  
Coachella Valley Engineers

77-933 Las Montanas Road, Suite 101  
Palm Desert, CA 92211  
Tel: (760) 360-4200 Fax: (760) 360-4204

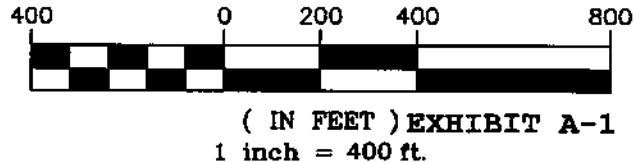
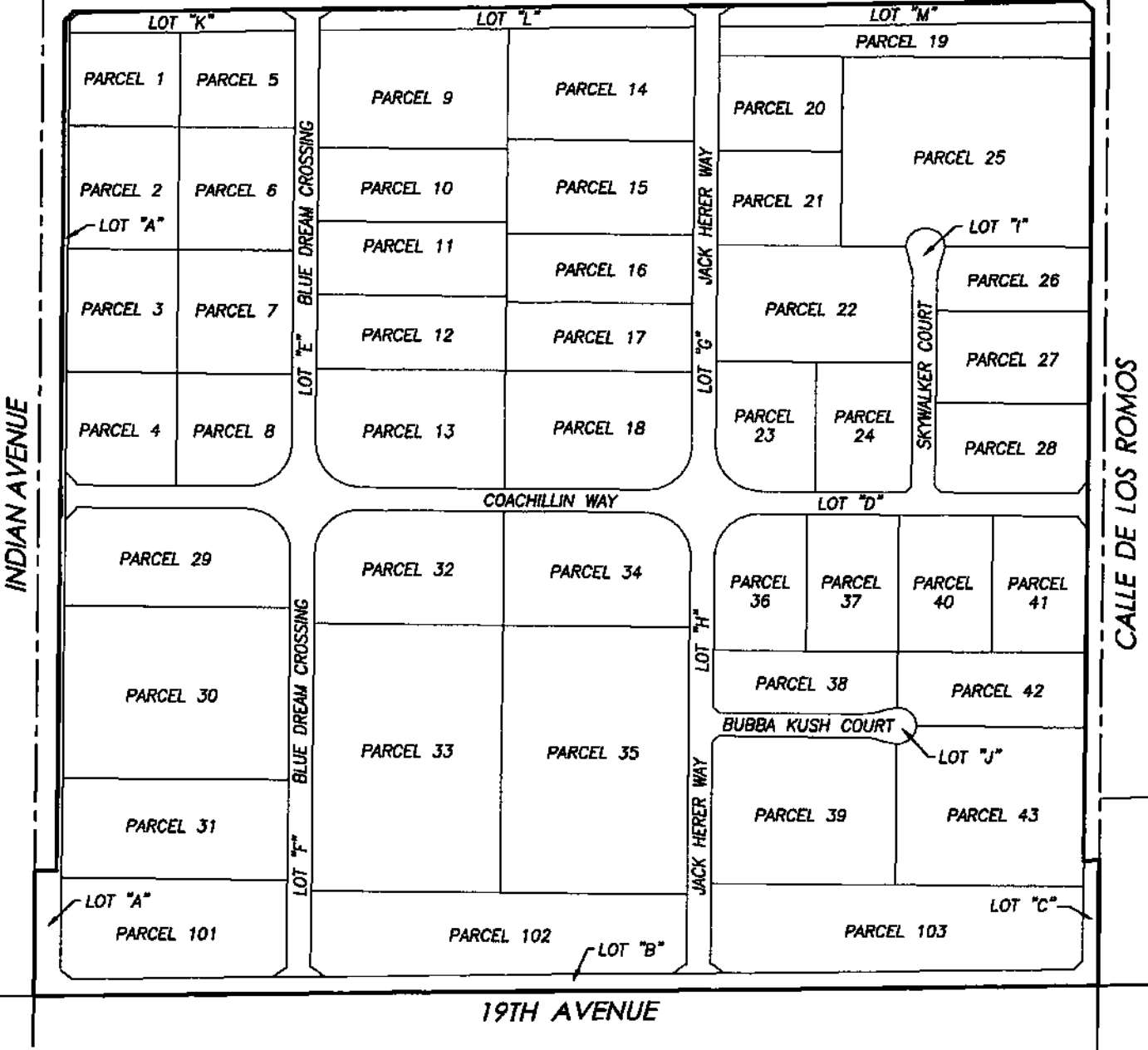
16127 DECEMBER, 2017  
NO. DATE

EXHIBIT A  
The Enabling Property Area

SCALE: 1" = 400'

EXHIBIT A  
THE ENABLING PROPERTY AREA  
P.M. NO. 37158

18TH AVENUE



Prepared by:  
**MCVE**  
Coachella Valley Engineers  
77-933 Las Montanas Road, Suite 101  
Palm Desert, CA 92211  
Tel: (760) 360-4200 Fax: (760) 360-4204  
16127 DECEMBER, 2017  
NO. DATE

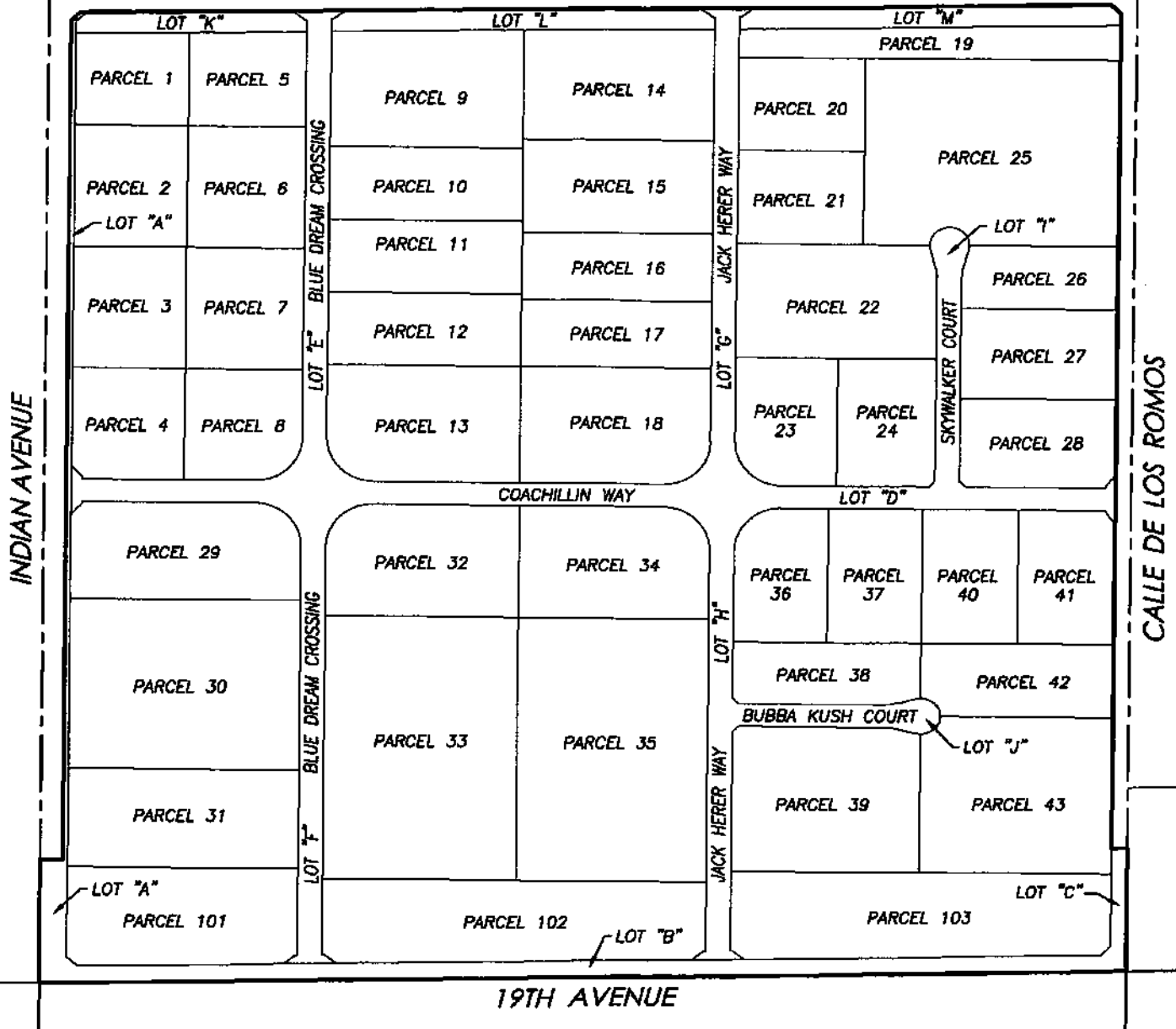
EXHIBIT A-2  
The Project

SCALE: 1" = 400'

# EXHIBIT A-2

THE PROJECT  
P.M. NO. 37158

18TH AVENUE



19TH AVENUE



( IN FEET )  
1 inch = 400 ft.

Prepared by:



77-933 Las Montanas Road, Suite 101  
Palm Desert, CA 92211

Tel: (760) 360-4200 Fax: (760) 360-4204

16127

DECEMBER, 2017

NO.

DATE







PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

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

www.riversideact.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:  
(Print or type the page number(s) and wording below):

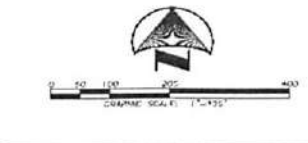
**Page 70**

Reference to author of parcel map, graphic scale and sheet description:

#1



#2



#3



#1

Alliance Land Planning and Engineering, Inc.  
2248 Faraday Avenue  
Carlsbad, CA 92008  
Tel 760-431-9896  
Fax 760-431-8802

#2

0 50 100 200 400  
Graphic Scale  
1"=100'

#3

In the city of Desert Hot  
Springs, California  
9/18/19  
BTU/CO2 Exhibit  
Entire Site  
Coachillin'  
Sheet 1 of 1

Date:

*Dec 16, 2019*

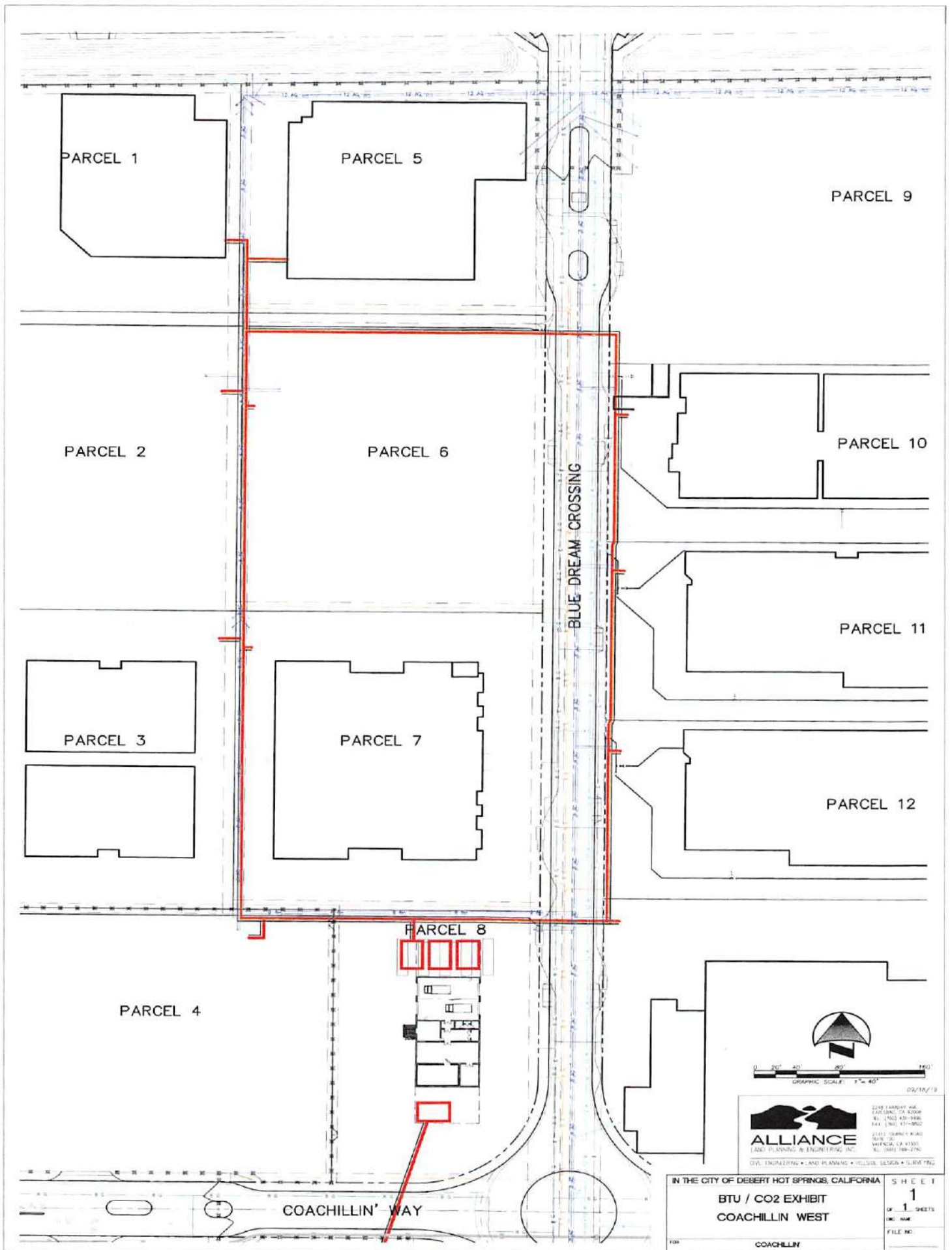
Signature:

*Lauren Griffio*

Print Name:

*LAUREN GRIFFIO*







PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

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

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Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Page 71  
0 20' 40' 80' 160'

GRAPHIC SCALE: 1" = 40'

09/18/19

ALLIANEE

LAND PLANNING + ENGINEERING INC.

2248 FARADAY AVE.

CARLSBAD, CA 92008

TEL: (760) 431-9896 FAX: (760) 431-8802

27413 TOURNEY ROAD

SUITE 120

VALENCIA, CA 91355

TEL: (661) 799-2760

CIVIL ENGINEERING • LAND PLANNING • HILLSIDE DESIGN •  
Surveying

SHEET 1  
OF 1 SHEETS

DWG. NAME FILE NO.

Date:

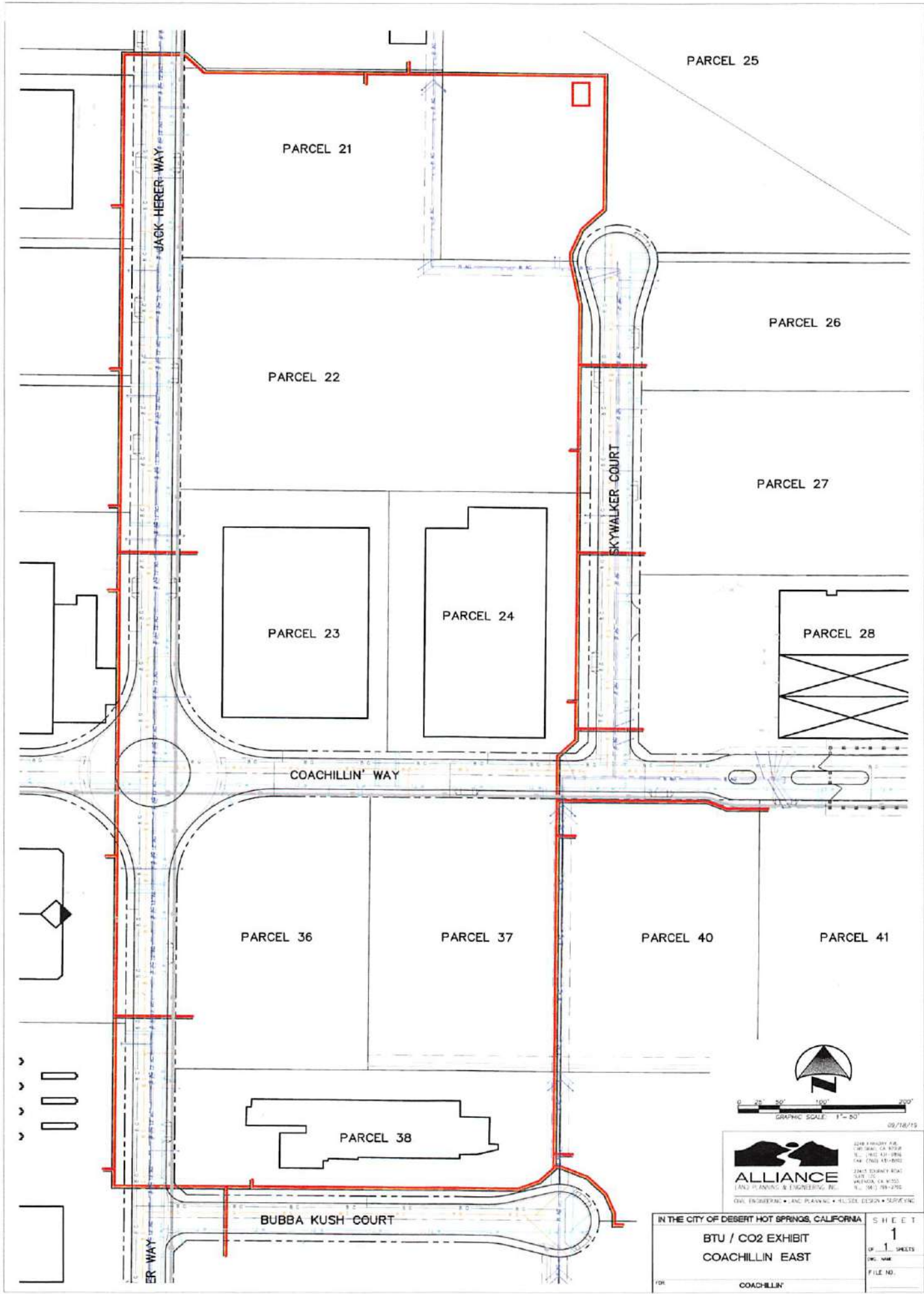
Dec. 13, 2019

Signature:

Lauren Griffiths

Print Name:

LAUREN GRIFTHS







PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

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

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(Print or type the page number(s) and wording below):

Page 72

0 25' 50' 100' 200'

GRAPHIC SCALE: 1" = 50'

09/18/19

ALLIANCE LAND PLANNING + ENGINEERING INC.

2248 FARADAY AVE.

CARLSBAD, CA 92008

TEL: (760) 431-9896

FAX: (760) 431-8802

27413 TOURNEY ROAD  
SUITE 120

VALENCIA, CA 91355

TEL: (661) 799-2760

CIVIL ENGINEERING • LAND PLANNING • HILLSIDE DESIGN •

SHEET 1

SURVEYING

OF 1 SHEETS

DWG. NAME FIRE NO.

Date:

Dec. 13, 2019

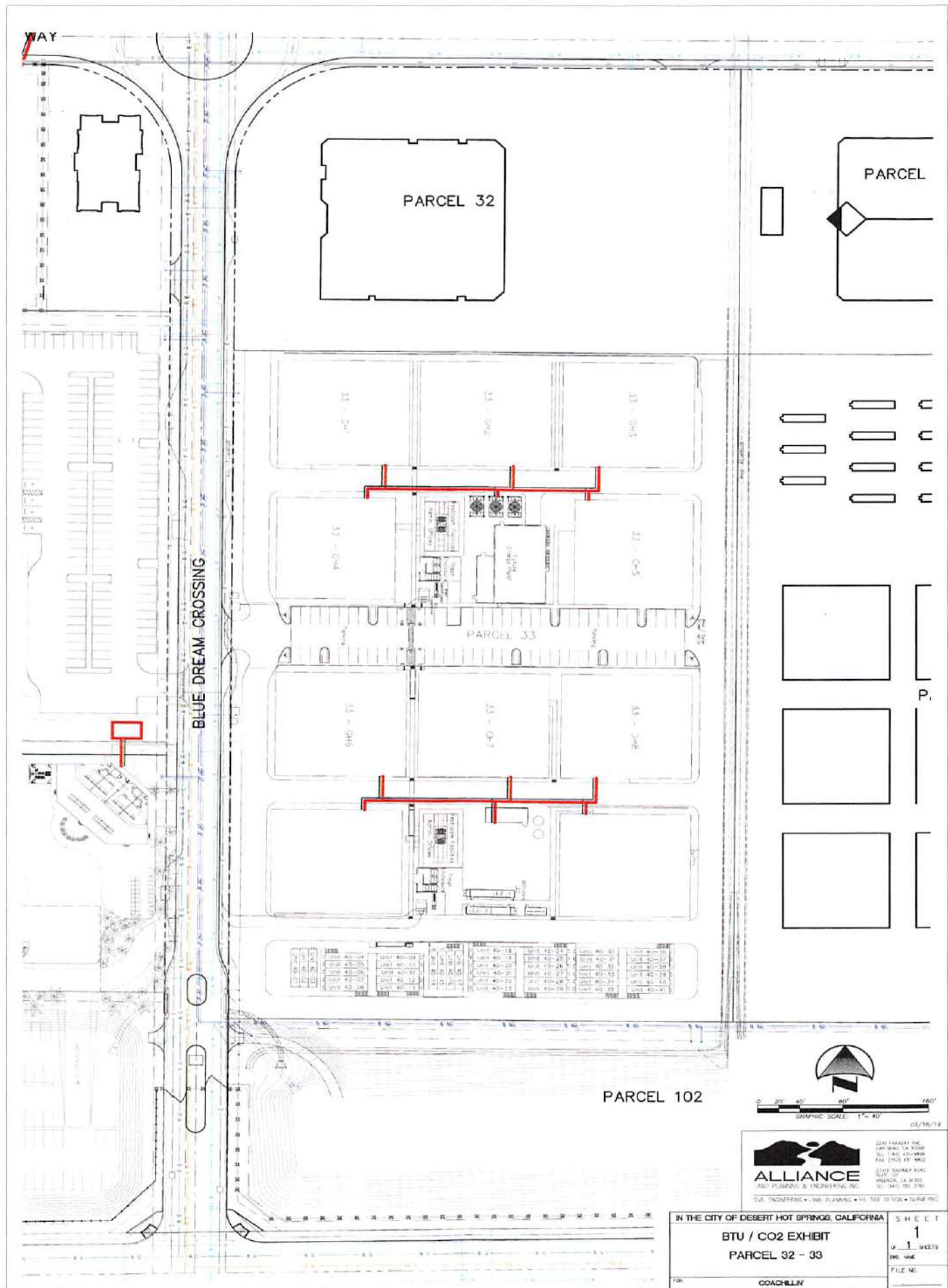
Signature:

Lauren Gifford

Print Name:

LAUREN GIFFORD







PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
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(Print or type the page number(s) and wording below):

Page 73:  
0 20' 40' 80' 160'  
GRAPHIC SCALE: 1" = 40'

09/18/19

ALLIANCE  
LAND PLANNING & ENGINEERING INC.

2248 FARADAY  
AVE.  
CARLSBAD, CA  
92008

TEL: (760) 431-9896  
FAX: (760) 431-8802

27413 TOUZNEY ROAD  
SUITE 120  
VALENCIA, CA 91355  
TEL (661) 799-2760

CIVIL ENGINEERING • LAND PLANNING  
• HILLSIDE DESIGN • SURVEYING

SHEET  
1  
OF 1 SHEETS  
DWG. NAME  
FILE NO.

Date:

Dec 13, 2019

Signature:

Lauren Gifford

Print Name:

LAUREN GIFFORD



PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

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**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:  
(Print or type the page number(s) and wording below):

**Page 73**

**Reference to Table of Units**

Unit 40-01	Unit 40-02	Unit 40-03	Unit 40-04	Unit 40-05	Unit 40-06	Unit 40-07	Unit 40-08	Unit 40-09	Unit 40-10	Unit 40-11	Unit 40-12	Unit 40-13	Unit 40-14	Unit 40-15	Unit 40-16	Unit 40-17	Unit 40-18	Unit 40-19	Unit 40-20	Unit 40-21	Unit 40-22	Unit 40-23	Unit 40-24	Unit 40-25	Unit 40-26	Unit 40-27	Unit 40-28	Unit 40-29	Unit 40-30	Unit 40-31	Unit 40-32	Unit 40-33	Unit 40-34	Unit 40-35	Unit 40-36	Unit 40-37	Unit 40-38	Unit 40-39	Unit 40-40	Unit 40-41
------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------

Unit 40-01
Unit 40-02
Unit 40-03

Unit 40-04	Unit 40-09
Unit 40-05	Unit 40-10
Unit 40-06	Unit 40-11
Unit 40-07	Unit 40-12
Unit 40-08	Unit 40-13

Unit 40-14
Unit 40-15
Unit 40-16
Unit 40-17

Unit 40-18	Unit 40-24	Unit 40-30
Unit 40-19	Unit 40-25	Unit 40-31
Unit 40-20	Unit 40-26	Unit 40-32
Unit 40-21	Unit 40-27	Unit 40-33
Unit 40-22	Unit 40-28	Unit 40-34
Unit 40-23	Unit 40-29	Unit 40-35

Unit 40-36
Unit 40-37
Unit 40-38
Unit 40-39
Unit 40-40
Unit 40-41

Date:

*Dec 16, 2019*

Signature:

*Lauren Griffo*

Print Name:

*Lauren Griffo*





**PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER**

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

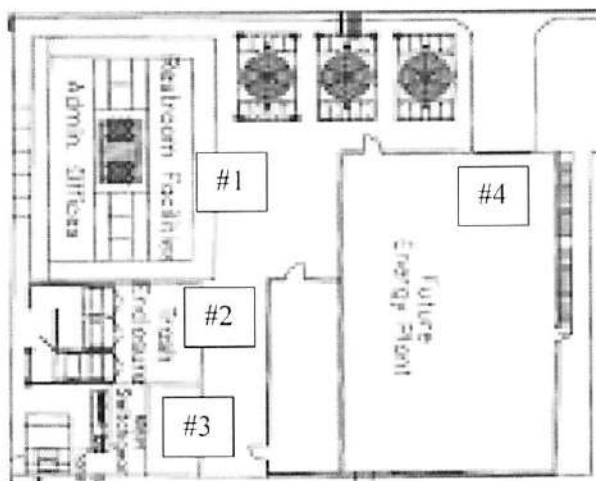
**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

**Page 73**

**Reference to Offices and Facility/Plant Operations**



- |    |                                       |
|----|---------------------------------------|
| #1 | Admin Offices and Restroom Facilities |
| #2 | Trash Enclosure                       |
| #3 | MV Switchgear                         |
| #3 | Future Energy Plant                   |

Date:

*Dec 14, 2019*

Signature:

*Lauren Griffo*

Print Name:

*Lauren Griffo*



PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

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

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

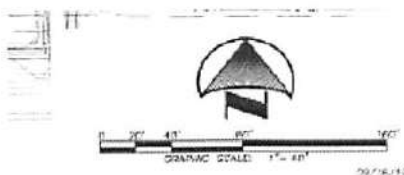
**Page 73**

Reference to author of parcel map, graphic scale and sheet description:

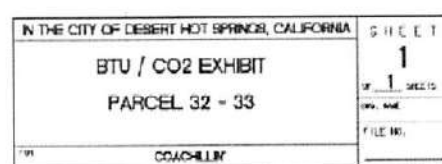
#1



#2



#3



#1

Alliance Land Planning and Engineering, Inc.  
2248 Faraday Avenue  
Carlsbad, CA 92008  
Tel 760-431-9896  
Fax 760-431-8802

#2

0 20 40 80 180  
Graphic Scale  
1"=40'  
9/18/19

#3

In the city of Desert Hot Springs  
California  
BTU/CO2 Exhibit  
Coachillin'  
Sheet 1 of 1 Sheets

Date:

*Dec 16, 2019*

Signature:

*Lauren Griffith*

Print Name:

*LAUREN GRIFFITH*



PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

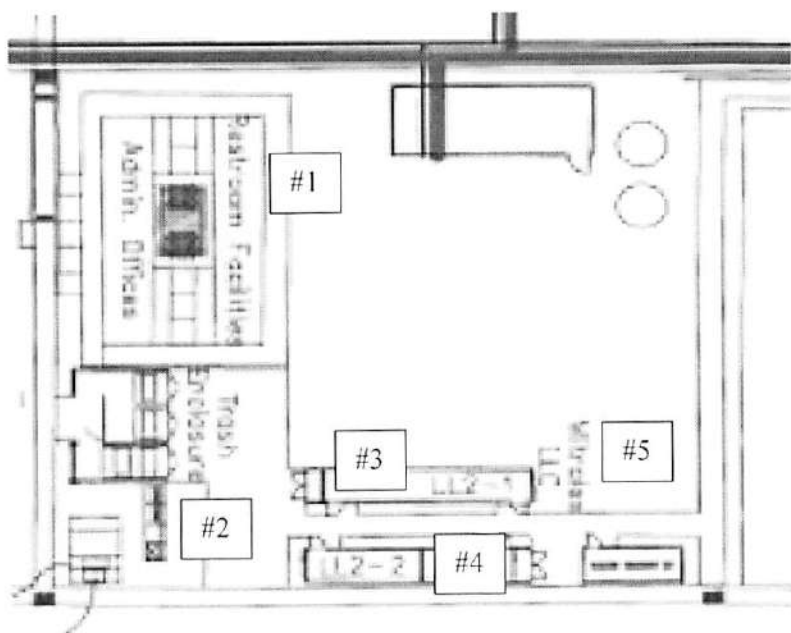
Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000  
www.riversideact.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:  
(Print or type the page number(s) and wording below):

**Page 73**

**Reference to Offices and Facility/Plant Operations**



- |    |                                       |
|----|---------------------------------------|
| #1 | Admin Offices and Restroom Facilities |
| #2 | Trash Enclosure                       |
| #3 | LL2-1                                 |
| #4 | LL2-2                                 |
| #5 | Mtrclos                               |

Date:

*Dec 14, 2019*

Signature:

*Lauren Griffith*

Print Name:

*Lauren Griffith*



**EXHIBIT B**

**Final Recorded Map  
(Attached)**

Only  
SHEET 1 OF 6 SHEETS

RECORDERS STATEMENT  
FILED MAY 23 1907  
AT 11:45 A.M. IN BOOK 204 OF PAGE 106  
AT PHOENIX, ARIZ. AT THE REQUEST OF THE  
CITY OF PHOENIX FOR STRAWS  
NO. 2017-1551354  
FILED MAY 20 1907  
PETER ALBUCA, COUNTY ASSessor, CLERK-RECORDER  
By Albaca DEPUTY  
SUBSCRIBER CHAIRMAN: ORANGE COAST TITLE COMPANY

THE REAL PROPERTY LOCATED AT 2400 W. IS RECORDED AS AN EASEMENT FOR PUBLIC PURPOSES. LANDS OF THE STATE OF CALIFORNIA. THE EASEMENT IS FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES, AND IS FOR THE CITY OF OAKLAND AND BERKELEY.

[illegible][illegible]

THE REAL PROPERTY DESCRIBED BELOW IS DESIGNATED AS AN ESSEMENT FOR PUBLIC PURPOSES, INDEED HEREBY DESIGNATED AS "PUBLIC." THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES, IN FAVOR OF THE CITY OF DESOTO FOR SERVICES.

WE HEREBY CERTIFY A POWER OF ATTORNEY GRANTED UNDER THESE PROVISIONS TO THE PERSONS NAMED HEREIN TO BE THE SOLE BENEFIT OF CHARITIES OR STOCKHOLDERS AND INVESTORS AND MERCHANDISE WHEN THE POWER WAS:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

WE HEREBY CERTIFY A POWER OF ATTORNEY GRANTED UNDER THESE PROVISIONS TO THE PERSONS NAMED HEREIN TO BE THE SOLE BENEFIT OF CHARITIES OR STOCKHOLDERS AND INVESTORS AND MERCHANDISE WHEN THE POWER WAS:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100


WE HEREBY CERTIFY A POWER OF ATTORNEY GRANTED UNDER THESE PROVISIONS TO THE PERSONS NAMED HEREIN TO BE THE SOLE BENEFIT OF CHARITIES OR STOCKHOLDERS AND INVESTORS AND MERCHANDISE WHEN THE POWER WAS:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

[illegible]

RE MONEY MARKET A PRIVATE ACCOUNTING, TRADING FIRM AND AGENT FOR THE EAST 120 FEET OF PAVILION 14, AS SHOWN HEREON FOR PRIVATE USE FOR THE SALE GOVERNMENT OF CURRENTLY OWNED BY THE UNITED STATES.

FOR SALE BY HOLDINGS, LLC,  
A LIMITED LIABILITY COMPANY

BY:  \_\_\_\_\_  
 \_\_\_\_\_  
 GENERAL MANAGER, ASSOCIATED UNIVERSAL

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE CREDIBILITY OF THE PERSONAL 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 ALBERTA,  
on December 5, 2017, before me,  
J. L. Wilson, a duly qualified  
Notary Public in and for the State of California,  
appeared \_\_\_\_\_, known to me to be the  
person whose name is subscribed to the foregoing  
instrument, and acknowledged to me that he executed  
the same for the purposes and consideration therein  
expressed.

PERSONALLY ATTENDED Samuel Hilditch ..... AND ASSKED TO ME ON THE BASIS OF SUPERSTITION FOR ME TO PERSONALLY REVEAL MYSELF SUBORDINATE TO THE HIGHER MENTATION AND AGREEMENTED TO ME THAT HE WOULD DEDICATE THE STATE TO MY PERSONAL APPROVED CONVICTIONS, AND THAT OF MYSELF, SEPARATELY, ON THE MENTATION OF THE PERSONAL, OF THE EMPIY UPON BEHALF OF WHICH THE PERSONAL ACTION, OCCURRED THE MENTATION.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

*Quentin T. Smith - Sheriff*

SIGNATURE AKG TRANSACT COMMERCIAL  
my commission expires 06/18/2018 EXP-00000000

[illegible]

AN ALLEGED FBI TAIL TEAM AND ASSOCIATED PERSONS IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY, RECORDED SEPTEMBER 15, 1942, IN BOOK 101, PAGE 204, OF OFFICIAL RECORDS.

AN ALLEGED FBI TAIL TEAM AND ASSOCIATED PERSONS IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY, RECORDED MAY 14, 1942, AS SERIAL NUMBER NO. 1042-49181, OF OFFICIAL RECORDS.

AN ALLEGED FBI TAIL TEAM AND ASSOCIATED PERSONS IN FAVOR OF ALABAMA, RECORDED JAN. 19, 1942, AS SERIAL NUMBER NO. 1012-59164, OF OFFICIAL RECORDS.

AN EXEMPT FOR POLICE LIES AND MISFEASANCE PARAGRAPHS IN FAVOR OF SOUTHERN CALIFORNIA ENERGY BOARD, RECORDED OCTOBER 2, 1976, AS INSTRUMENT NO. 937-1271115, OF OFFICIAL RECORDS.

AN EXEMPT FOR POLICE LIES AND MISFEASANCE PARAGRAPHS IN FAVOR OF SOUTHERN CALIFORNIA ENERGY BOARD, RECORDED OCTOBER 2, 1976, AS INSTRUMENT NO. 937-1271115, OF OFFICIAL RECORDS.

AN EXEMPT FOR POLICE LIES AND MISFEASANCE PARAGRAPHS IN FAVOR OF SOUTHERN CALIFORNIA ENERGY BOARD, RECORDED MAY 18, 1980, AS INSTRUMENT NO. 187-68913, OF OFFICIAL RECORDS.

AN EXEMPT FOR POLICE LIES AND MISFEASANCE PARAGRAPHS IN FAVOR OF RIVERSIDE COUNTY, RECORDED FEBRUARY 28, 1984, AS INSTRUMENT NO. 184-40044, OF OFFICIAL RECORDS.

**TAX BOND CERTIFICATE**

1. GENERAL COLLECTION A GROUP IN THE STATE OF S. HAS BEEN DISCLOSED AND TIED WITH  
BOARD OF SUPERVISORS OF THE COUNTY OF HENDERSON, STATE OF CALIFORNIA, DISCLOSED UPON THE PRESENT  
OF ALL STATES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES,  
WHICH AT THE TIME OF THIS WORK, HAS BEEN WITH THE RELEVANT DISCLOSED THE A LEAN AGAINST SUCH  
PROPOSAL, BUT NOT THE PROBLEM, AND SUCH BOARD HAS BEEN DISAPPROVED BY SUCH BOARD OF SUPERVISORS.

DATE: 2017 INDEX: 2017

**REDA HARBOR -**  
CLOSE OF THE BAY OF SEEDPODS  
**DEPART**

**COSTA LEE GARD**  
AT SEASIDE  
COSTA LEE GARDEN  
**DEPART**

**TAX COLLECTOR'S CERTIFICATE**

1. IDENTIFY CENTER ACCORDING TO THE ADDRESS OF THE OFFICE, AS OF THE DATE THERE WAS NO RECORD OF THE CENTER IN THE COUNTY RECORDS. IF THE CENTER WAS NOT IN THE COUNTY RECORDS, THE PROBATION SUPERVISOR SHALL ADVISE THE PROBATION SUPERVISOR OF THE COUNTY RECORDS, OR LOCAL RECORDS, OF THE CENTER, AND THE PROBATION SUPERVISOR SHALL ADVISE THE PROBATION SUPERVISOR OF THE COUNTY RECORDS, OR LOCAL RECORDS, OF THE CENTER, AND THE PROBATION SUPERVISOR SHALL ADVISE THE PROBATION SUPERVISOR OF THE COUNTY RECORDS, OR LOCAL RECORDS, OF THE CENTER.

ENVIRONMENTAL COMPLAINT NOTE

**ENVIRONMENTAL CONSUMING I WOLE**  
SHOULD BE A CONCERN FOR EVERYONE. THIS IS THE CASE IN THE OFFICE OF THE REGIONAL COORDINATOR IN E.C.S. BOX 1065, A. THE AFFAIRS ALL PARTIES.

[illegible]

MADE IN JAPAN  
P.L.S. 6527

DATE: 11/30 2017

CPN: 479/19

MADE IN JAPAN  
P.L.S. 6527

**CITY ENGINEER'S STATEMENT**

AND HAVE FOUND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE IDENTICAL MAP OF APPROX-  
ALTERNATES RECORDED. THIS MAP COINCIDES WITH THE REQUIREMENTS OF THE SUBMISSION MAP ACT AND  
LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE IDENTICAL MAP AND I AM SATISFIED SAID  
MAP IS TECHNICALLY CORRECT.

*Daniel J. Kopylov*  
JENNIFER L. HEDGECOCK  
ATTORNEY AT LAW  
CITY OF BOSTON, MASSACHUSETTS  
P.O. BOX 7089  
BOSTON, MA 02111  
  
DATE: 12-16-17 2017

**CITY CLERK STATEMENT**

1. JERRI SPRING, CITY CLERK OF THE CITY OF DESERT HOT SPRINGS, CALIFORNIA, DO HEREBY STATE THAT TWO COPIES OF SIX (6) SHEETS WAS PRESENTED TO THE CLERK OF SAID CITY OF DESERT HOT SPRINGS A FELDING INCORP. FIELD ON THE 17TH DAY OF FEBRUARY, 2017, AND THAT THERE UPON SAID CITY

[illegible]

RECEIVED  
JAN 12 1977  
DATE 12-11-77  
BY 1017

ARMED & DANGEROUS  
WRECK CITY BARBERS, CITY OF KNOX, TENNESSEE  
FILE NO. 14000  
EXP. 04/04/75

[illegible]

RESPECTUALLY,  
DATE: DECEMBER 19, 2017  
  
DAVID L. BROWN  
VIRAL SPECIAL  
CITY CLERK, CITY OF ALBANY, NEW YORK

Page 75



**PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER**

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

[www.riversideact.com](http://www.riversideact.com)

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:  
(Print or type the page number(s) and wording below):

**Page 75**

Parcel Map No. 37158

**OWNER'S STATEMENT**

We hereby state that we are the owners of the land included within the subdivision show hereon; that we are the only person(s) 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 "C" inclusive. The dedication is for the public street and public utilities purposes, in favor of the City of Desert Hot Springs.

As a condition of the dedication of Lot "A", Indian Avenue, the owners of parcels 1, 2, 3, 4, 29, 30, 31 and 101 abutting this street and during such time will have no rights of access except the general easement of travel, also excepting four (thirty-foot) access openings, once each for parcels 2,3, 30 and 31. As shown thereon, any change of alignment or width that results in the vacation of thereof shall terminate this dedication as to the part vacated.

We hereby retain lots "D" through "J" inclusive, designated as "Private Streets" as shown hereon for private use for the sole benefit of ourselves, our successors, our assignees, and parcel owners within this parcel map.

The real property described below is dedicated as an easement for public purposes: Lots "D" through "J", inclusive, designated as "Private Streets". The dedication is for public utility purposes together with the right of ingress and egress for service and emergency vehicles within Lots "D" through "J", inclusive, in favor of the City of Desert Hot Springs.

We hereby reserve a private drainage easement over Lots "D" through "J", inclusive, dedicated as "Private Streets", as show hereon, for private use for the sole benefits of ourselves, our successors, assignees and parcel owners within this parcel map.

The real property described below is dedicated as an easement for public purposes. Those areas designated as "P.U.E" The easement is for public utility purposes, in favor of the City of Desert Hot Springs.

We hereby reserve a private 10' wide architectural/chilled water easement over parcels 1, 2, 3, 4, 5, 6, 7, 8, +9, 20, 21, 22, 37, 38, 39, 40, 42, 43, 101, 102 and 103 as shown hereon for private use for the sole benefit of ourselves, our successors, assignees and parcel owners within this parcel map.

We hereby reserve a private 20' wide drainage easement over parcels 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 25, 27, 28, 29, 30, 32, 33, 34, 35, 37, 39, 40, 41, 42 and 4 as shown hereon, for private use for the sole benefit of ourselves, our successors, assignees and parcel owners within this parcel map.

We hereby reserve a private 10' wide (variable width on parcel 19) wall. Communications and security systems easement over parcels 1, 2, 3, 4, 5, 9, 14, 19, 20, 25, 26, 27, 28, 29, 30, 31, 41, 42, 43, 101, 102 and 103 as shown hereon for private use for the sole benefit of ourselves, assignees and parcel owners within this parcel map.

We hereby retain parcels 19, 101, 102, 103 and Lots "K" through "M", inclusive, for ground cover landscape, drainage and retention basin purposes as shown hereon, for private use for the sole benefit of ourselves, assignees and parcel owners within this parcel map.

We hereby reserve a private architectural/chilled water and agricultural well easement over the east 125 feet of parcel 19 as shown hereon, for private use for the sole benefit of ourselves, assignees and parcel owners within this parcel map.

Coachillin' Holdings LLC  
A Limited Liability Company

Kenneth Dickerson, Managing Member

#### **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 PERSON(S) 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 BOUNDARY LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "E", INCLUSIVE. THE DEDICATION IS FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES, IN FAVOR OF THE CITY OF DESERT HOT SPRINGS.

AS A CONDITION OF DEDICATION OF LOT "A", MIRAN AVENUE, THE OWNERS OF PARCELS 1, 2, 3, 4, 20, 30, 37 AND 101 ABUTTING THIS STREET AND DESIRING SUCH TIME SOI HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING FOUR (FOURTY-FOOT) ACCESS OPENINGS, ONE EACH FOR PARCELS 2, 3, 30 AND 31, AS SHOWN HEREON. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

WE HEREBY RETAIN LOTS "D" THROUGH "J", INCLUSIVE, DESIGNATED AS "PRIVATE STREETS", AS SHOWN HEREON, FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "D" THROUGH "J", INCLUSIVE, DESIGNATED AS "PRIVATE STREETS". THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES WITHIN LOTS "D" THROUGH "J", INCLUSIVE, IN FAVOR OF THE CITY OF DESERT HOT SPRINGS.

WE HEREBY RESERVE A PRIVATE DRAINAGE EASEMENT OVER LOTS "D" THROUGH "J", INCLUSIVE, DESIGNATED AS "PRIVATE STREETS", AS SHOWN HEREON, FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THOSE AREAS DESIGNATED AS "P.U.E." THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES, IN FAVOR OF THE CITY OF DESERT HOT SPRINGS.

WE HEREBY RESERVE A PRIVATE 10' WIDE AGRICULTURAL/CHILLED WATER EASEMENT OVER PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 20, 21, 22, 37, 38, 39, 40, 42, 43, 101, 102 AND 103, AS SHOWN HEREON, FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

WE HEREBY RESERVE A PRIVATE 20' WIDE DRAINAGE EASEMENT OVER PARCELS 1, 2, 3, 4, 5, 10, 11, 12, 13, 14, 15, 16, 17, 18, 23, 24, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 41, 42 AND 43, AS SHOWN HEREON, FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

WE HEREBY RESERVE A PRIVATE 10' WIDE (VARIABLE WIDTH ON PARCEL 19) WALL, COMMUNICATIONS AND SECURITY SYSTEMS EASEMENT OVER PARCELS 1, 2, 3, 4, 5, 8, 14, 19, 20, 28, 29, 27, 28, 29, 30, 31, 41, 42, 43, 101, 102 AND 103, AS SHOWN HEREON, FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

WE HEREBY RETAIN PARCELS 19, 101, 102, 103, AND LOTS "K" THROUGH "M", INCLUSIVE, FOR GROUND COVER LANDSCAPE, DRAINAGE AND RETENTION BASIN PURPOSES, AS SHOWN HEREON, FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

WE HEREBY RESERVE A PRIVATE AGRICULTURAL/CHILLED WATER AND AGRICULTURAL WELL EASEMENT OVER THE EAST 125 FEET OF PARCEL 19, AS SHOWN HEREON, FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

COACHILLIN' HOLDINGS, LLC,  
A LIMITED LIABILITY COMPANY

BY:   
KENNETH DICKERSON, MANAGING MEMBER

#### **ACKNOWLEDGMENT**

A notary public or other office 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 December 5, 2017 Before Me, Selene Vallee, Notary Public

PERSONALLY APPEARED Kenneth Dickerson

PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER  
Certification

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Riverside County – Commission # is 2082501  
My commission expires Oct. 18, 2018

#### ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF Riverside

ON December 9, 2017 BEFORE ME, Selene Wilson, Notary Public

PERSONALLY APPEARED Kenneth Dickerson  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHESUBSCRIBED EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON, 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]

Riverside County - Commission # is 2082501  
My commission expires Oct. 18, 2018

[Signature]

#### ENVIRONMENTAL

ENVIRONMENTAL CONSTRAINT  
SUPERVISOR IN E.C.S. BODY

#### SIGNATURE OMISSIONS

Pursuant to section 86436 of the Subdivision Map Act, the signature of the following owner's of easements and/or others interests have been omitted.

An easement for public roadway, public utilities and incidental purposes in favor of Riverside County, recorded August 2, 1932, in book 96, page 92, of official records.

An easement for public utilities and incidental purpose and an easement for road purpose in favor of Southern California Telephone Company, recorded January 8, 1947, in book 800, page 482, of official records

An easement for pole lines and incidental purposes in favor of California Electric Power Company, recorded September 16, 1948, in book 1011, page 204, of official books.

An easement for public utilities and incidental purposes in favor of California Electric Power Company, recorded May 18, 1953, as Instrument No. 1972-45781, of official records.

An easement for communication systems and incidental purposes in favor of AT&T, recorded July 10, 1972, as Instrument No. 1972-90165, of official records.

An easement for pole lines and incidental purposes in favor of Southern California Edison, recorded October 2, 1975, as Instrument No. 1975-12115, of official records.

An easement for water pipeline and appurtenances in favor of Desert Hot Springs County Water District, recorded May 20, 1952, as Instrument No. 1952-86915, of official records.

An easement for public road and drainage purposes in favor of Riverside County, recorded February 28, 1984, as Instrument No. 1984-40545, of official records.

PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER  
Certification

### SIGNATURE OMISSIONS

PURSUANT TO SECTION 84466 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHERS INTERESTS HAVE BEEN OMITTED.

AN EASEMENT FOR PUBLIC HIGHWAY, PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF RIVERSIDE COUNTY, RECORDED AUGUST 3, 1932, IN BOOK 86, PAGE 62, OF OFFICIAL RECORDS.

AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES AND AN EASEMENT FOR ROAD PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA TELEPHONE COMPANY, RECORDED JANUARY 6, 1942, IN BOOK 800, PAGE 402, OF OFFICIAL RECORDS.

AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY, RECORDED SEPTEMBER 18, 1948, IN BOOK 1011, PAGE 254, OF OFFICIAL RECORDS.

AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY, RECORDED MAY 18, 1962, AS INSTRUMENT NO. 1962-46791, OF OFFICIAL RECORDS.

AN EASEMENT FOR COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES IN FAVOR OF AT&T, RECORDED JULY 10, 1972, AS INSTRUMENT NO. 1972-80100, OF OFFICIAL RECORDS.

AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison, RECORDED OCTOBER 3, 1975, AS INSTRUMENT NO. 1975-121112, OF OFFICIAL RECORDS.

AN EASEMENT FOR WATER PIPELINE AND APPURTENANCES IN FAVOR OF DESERT HOT SPRINGS COUNTY WATER DISTRICT, RECORDED MAY 20, 1983, AS INSTRUMENT NO. 1983-34613, OF OFFICIAL RECORDS.

AN EASEMENT FOR PUBLIC ROAD & DRAINAGE PURPOSES IN FAVOR OF RIVERSIDE COUNTY, RECORDED FEBRUARY 28, 1984, AS INSTRUMENT NO. 1984-40548, OF OFFICIAL RECORDS.

### TAX BOND CERTIFICATION

Language Stricken from Parcel Map #37158

#### TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$\_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, CONSIDERING THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE MAKING OF THIS MAP WITHIN THE COUNTY OFFICER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAID, AND SAID BOND HAS BEEN FULLY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED \_\_\_\_\_, 2017

ALAN HARTMAN  
CLERK OF THE BOARD OF SUPERVISORS

DEPUTY

DATED \_\_\_\_\_, 2017

JON CHRISTENSEN  
COUNTY TAX COLLECTOR

DE

DEPUTY

### TAX COLLECTORS 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. This certification excludes any supplemental tax assessments not yet extended.

Jon Christensen  
County Tax Collector

Dated: December 21, 2017

By: (illegible signature) Deputy

### ENVIRONMENTAL CONSTRAINT NOTE

Environmental constrain sheet affecting this map is on file in the office of the Riverside County Surveyor in E.C.S. Book 1, Page 2. This affects all parcels.

### 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, WHICH AT THE TIME OF THE MAKING OF THIS MAP WITHIN THE COUNTY OFFICER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAID, AND SAID BOND HAS BEEN FULLY APPROVED BY SAID BOARD OF SUPERVISORS.

*This Certification Excludes Any Supplemental Tax Assessments Not Yet Extended.*

JON CHRISTENSEN  
COUNTY TAX COLLECTOR

BY Alan Hartman DEPUTY

DATE December 21 2017

### ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR IN E.C.S. BOOK 1, PAGE 2. THIS AFFECTS ALL PARCELS.

PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER  
Certification



### RECORDER'S STATEMENT

Filed this 22<sup>nd</sup> day of December, 2017 at 9:51 AM in Book 244 of parcel maps, at pages 28-33, at the request of the City of Desert Hot Springs. No. 2017-0537543

Fee \$20.00

Peter Aldana, County Assessor-Clerk-Recorder

By: \_\_\_\_\_ (illegible signature) Deputy

Subdivision Guarantee: Orange Coast Title Company

SHEET 1 OF

### RECORDER'S STATEMENT

FILED THIS 22<sup>ND</sup> DAY OF DECEMBER, 2017,  
AT 9:51 A.M. IN BOOK 244 OF PARCEL MAPS,  
AT PAGES 28-33, AT THE REQUEST OF THE  
CITY OF DESERT HOT SPRINGS

NO. 2017-0537543

FE: \$20.00

PETER ALDANA, COUNTY ASSESSOR-CLERK-RECORDER

BY: (illegible signature) DEPUTY

SUBDIVISION GUARANTEE: ORANGE COAST TITLE COMPANY

### SURVEYORS 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 Coachillin Holdings, LLC, on January 7, 2018. I hereby state that all monuments are of the character and occupy the positions indicated or will be set in accordance with the terms of the monument agreement for the map and that said monuments are, or will be, sufficient to enable to survey to be retraced. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map, if any.

Mark A. Turner  
PIS 5532 Exp. 6/30/19

Dated: 11/30, 2017

### 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 COACHILLIN HOLDINGS, LLC, ON JANUARY 7, 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT SAID MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

Mark A. Turner  
MARK A. TURNER  
P.I.S. 5532 EXP. 6/30/19

DATE: 11/30, 2017



### CITY ENGINEER'S STATEMENT

I hereby state that I have examined this map of parcel map no. 37158 consisting of six (6) sheets and have found it to be substantially the same as it appeared on the tentative map or approved alterations thereof. This map conforms with the requirements of the Subdivision Map Act and Local Ordinances applicable at the time of approval of the tentative map and I am satisfied said map is technically correct.

Richard L. Kopecky  
Interim City Engineer, City of Desert Hot Springs  
R.C. E No. 16742 Exp. 6/30/19

Dated: 12-12-17 2017

PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER  
Certification

### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF PARCEL MAP NO. 37158 CONSISTING OF SIX (6) SHEETS AND HAVE FOUND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF. THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

Richard L. Kopecky  
RICHARD L. KOPECKY  
INTERIM CITY ENGINEER, CITY OF DESERT HOT SPRINGS  
R.G.C. NO. 16742 EXP. 06/30/19

DATED: 12-12-17, 2017



### CITY CLERK STATEMENT

I, Jerryl Soriano, City Clerk of the City of Desert Hot Springs, California, do hereby state that this map consisting of six (6) sheets was presented to The Council of said City of Desert Hot Springs at a meeting thereof held on 17<sup>th</sup> day of October, 2017, and that there upon said City Council did by an order duly passed, entered and approved said map and hereby accepts on behalf of the City of Desert Hot Springs, the easements for public utility purposes and the right of ingress and egress of service and emergency vehicles over Lots "D" through "J", inclusive, designated as "Private Streets" and the P.U.E. areas as shown hereon, and does accept the dedication of Lots "A", as restricted.

Dated: December 18, 2017

Jerryl Soriano  
City Clerk, City of Desert Hot Springs

### CITY CLERK STATEMENT

I, JERRYL SORIANO, CITY CLERK OF THE CITY OF DESERT HOT SPRINGS, CALIFORNIA, DO HEREBY STATE THAT THIS MAP CONSISTING OF SIX (6) SHEETS WAS PRESENTED TO THE COUNCIL OF SAID CITY OF DESERT HOT SPRINGS AT A MEETING THEREOF HELD ON THE 17<sup>th</sup> DAY OF OCTOBER, 2017, AND THAT THERE UPON SAID CITY COUNCIL DID BY AN ORDER DULY PASSED, ENTERED AND APPROVED SAID MAP AND HEREBY ACCEPTS ON BEHALF OF THE CITY OF DESERT HOT SPRINGS, THE EASEMENTS FOR PUBLIC UTILITY PURPOSES AND THE RIGHT OF INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES OVER LOTS "D" THROUGH "J", INCLUSIVE, DESIGNATED AS "PRIVATE STREETS" AND THE P.U.E. AREAS AS SHOWN HEREON, AND DOES ACCEPT THE DEDICATION OF LOTS "A" THROUGH "C", INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES AND THE ACCESS RIGHTS OVER LOT "A", AS RESTRICTED.

DATED: DECEMBER 18, 2017

Jerryl Soriano  
JERRYL SORIANO  
CITY CLERK, CITY OF DESERT HOT SPRINGS

Date:

Dec 17, 2019

Signature:

Lauren Giff

Print Name:

Lauren Giff

ACR 601 (Rev. 09/2005)

Available in Alternate Formats



**PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER**

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

www.riversideacr.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Page 75:

RECORDER'S STATEMENT  
FILED THIS 22ND DAY OF  
DECEMBER 2017  
AT 9:51 AM IN BOOK 244  
OF PARCEL MAPS, AT PAGES  
28-33, AT THE REQUEST  
OF THE CITY OF DESERT  
HOT SPRINGS  
NO. 2017-0537543  
FEE: \$20.00  
PETER ALDANA, COUNTY  
ASSESSOR-CLERK-RECORDER  
By: illegible, DEPUTY  
SUBDIVISION GUARANTEE:  
ORANGE COAST TITLE COMPANY

Date:

Dec 13, 2019

Signature:

Laurien Griffiths

Print Name:

LAURIEN GRIFFITHS



PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

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

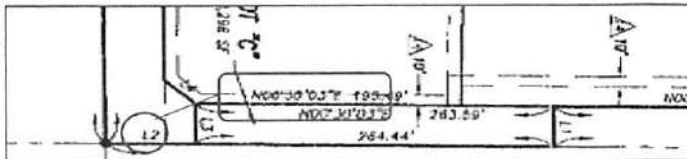
www.riversideact.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:  
(Print or type the page number(s) and wording below):

**Page 75**

Legend below refers to plot lines on Parcel Map No. 37158 – See Sheet 4. (Example Below: L2)



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89° 15' 09" E	39.01'
L2	N00° 30' 03" E	65.64'
L3	S89° 29' 57" E	39.00'
L4	N46° 07' 21" E	32.88'
L5	N89° 34' 28" W	5.00'
L6	S52° 02' 29" W	37.03'
L7	N52° 04' 38" W	37.78'
L8	N89° 34' 28" W	5.0'
L9	S89° 34' 28" E	115.12'
L10	S00° 25' 32" W	4.50'
L11	S38° 12' 17" E	38.44'
L12	S44° 34' 28" E	21.21'
L13	N75° 24' 54" E	50.00'
L14	N74° 33' 50" W	50.00'
L15	S45° 25' 32" W	21.21'

**NOTES:**

SEE SHEET NO 2. FOR BOUNDARY SURVEY, BASIS OF BEARINGS, MONUMENT DESCRIPTION NOTES, SURVEYORS NOTES AND EASEMENT NOTES.

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	115.00'	180.54'	90° 00' 00"	115.00'
C2	115.00'	180.54'	90° 00' 00"	115.00'
C3	100.00'	26.20'	15° 00' 38"	13.17'
C4	48.00'	12.58'	90° 02' 08"	48.03'
C6	48.00'	75.37'	89° 57' 52"	47.97'
C7	48.00'	12.58'	15° 00' 38"	6.32'
C8	100.00'	26.20'	15° 00' 38"	13.17'

Date:

Dec 16, 2019

Signature:

LAREN GRIFFO

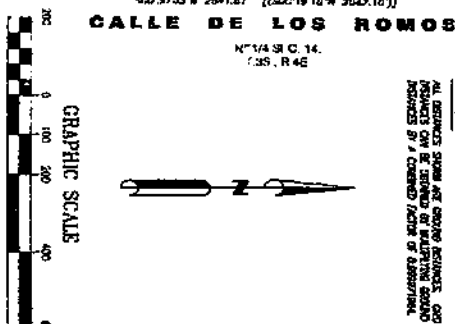
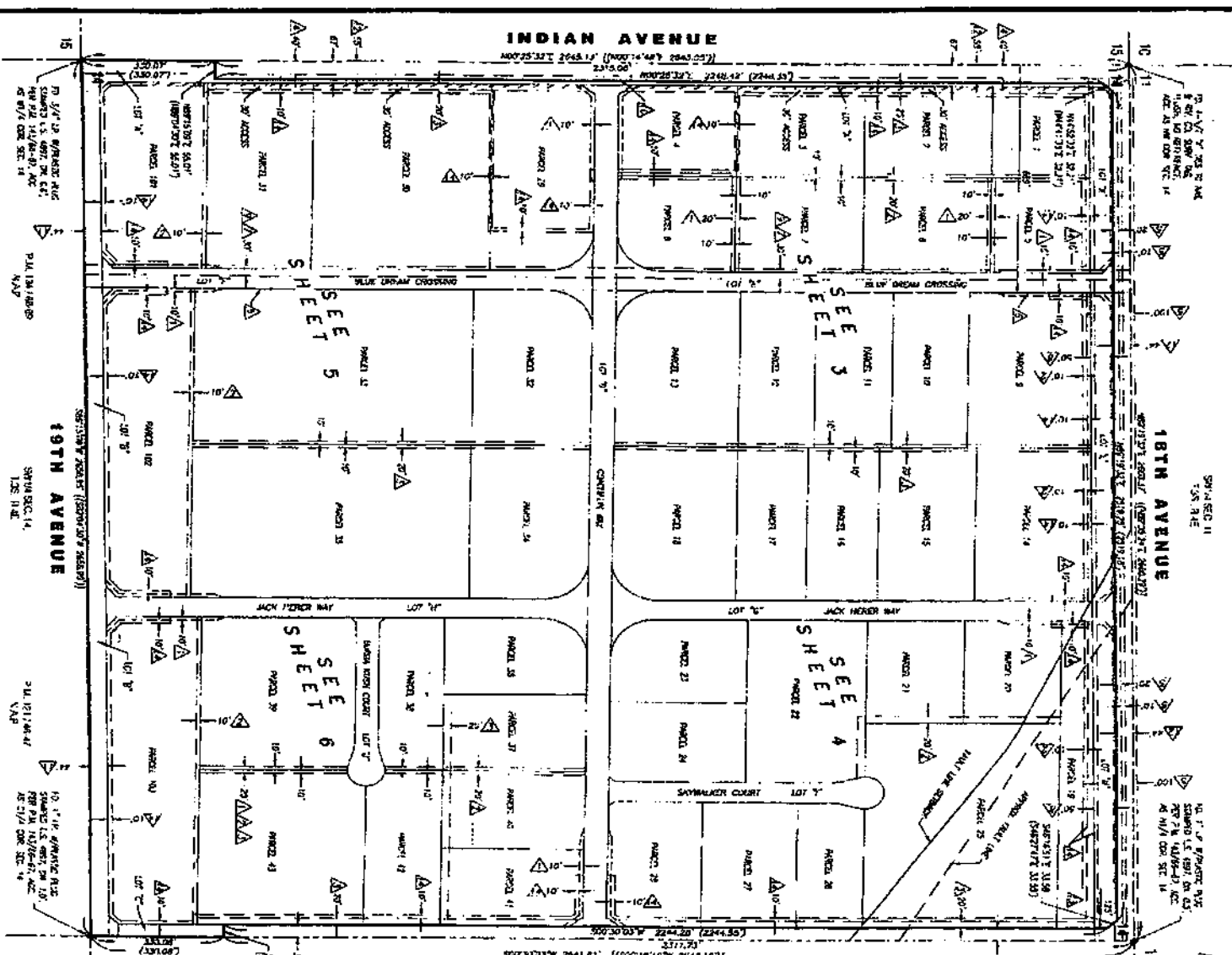
Print Name:

LAREN GRIFFO



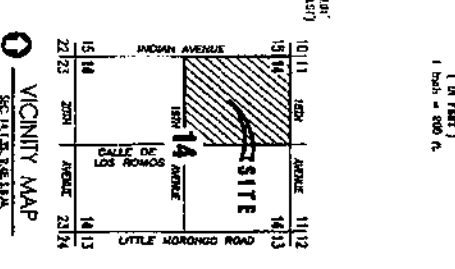
# **PARCEL MAP NO. 37158**

IN THE CITY OF DESERT HOT SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 A SUBDIVISION OF PARCEL 1/4 OF LOT LINE ADJUSTMENT NO. 02-17, RECORDED  
 SEPTEMBER 15, 2017, AS DOCUMENT NO. 2017-0384012, OF OFFICIAL RECORDS,  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN THE NORTHWEST QUARTER  
 (NW1/4) OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 EAST OF THE  
 SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
 COACHELLA VALLEY ENGINEERS  
 NOVEMBER, 2017



**NOTE**  
 ALL SURVEY STATION AND BOUNDARY POINTS, AND  
 BOUNDARY LINES, ARE SHOWN AS PER THE  
 RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
 AND AS SHOWN ON THE PARCEL MAP NO. 37158.

**BOUNDARY AND INDEX SHEET**



- BASE OF BEARINGS**  
 THE BASE OF BEARINGS FOR THE SURVEY IS THE NORTH  
 CALIFORNIA STATE PLANE COORDINATE, PARCEL 1/4,  
 TOWNSHIP 3 SOUTH, RANGE 4 EAST, OF THE  
 SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE,  
 STATE OF CALIFORNIA.
- BASE OF COORDINATES**  
 THE BASE OF COORDINATES FOR THE SURVEY IS THE  
 NORTH CALIFORNIA STATE PLANE COORDINATE, PARCEL 1/4,  
 TOWNSHIP 3 SOUTH, RANGE 4 EAST, OF THE  
 SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE,  
 STATE OF CALIFORNIA.
- NOTE**  
 ALL SURVEY STATION AND BOUNDARY POINTS, AND  
 BOUNDARY LINES, ARE SHOWN AS PER THE  
 RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
 AND AS SHOWN ON THE PARCEL MAP NO. 37158.
- BOUNDARY AND INDEX SHEET**
- SURVEYOR'S NOTES**
- 1. THE SURVEY WAS MADE BY THE SURVEYOR, COACHELLA VALLEY ENGINEERS, ON NOVEMBER 15, 2017.
  - 2. THE SURVEY WAS MADE BY THE SURVEYOR, COACHELLA VALLEY ENGINEERS, ON NOVEMBER 15, 2017.
  - 3. THE SURVEY WAS MADE BY THE SURVEYOR, COACHELLA VALLEY ENGINEERS, ON NOVEMBER 15, 2017.
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PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

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

www.riversideact.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:  
(Print or type the page number(s) and wording below):

**Page 76**

Boundary and Index Sheet

**BASIS OF BEARINGS**

The basis of bearings for this survey is grid North, California State Plane Coordinates, NAD63, Zone V, established from NGS Stations "DSSC", "P600" and "P585" EPOCH 2010.00

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS GRID NORTH,  
CALIFORNIA STATE PLANE COORDINATES, NAD63, ZONE V,  
ESTABLISHED FROM NGS STATIONS "DSSC", "P600" AND  
"P585" EPOCH 2010.00.

**BASIS OF COORDINATES**

NGS NAD83, Zone VI based on NGS stations "DSSC" "P600" and P585 EPOCH 2010.00

DSSC	P600	P585
N: 2210771.485	N: 2258884.581	N: 2314671.535
E: 8421179.081	E: 6573244.200	E: 8472048.408

Convergence Angle -0°09'27" • PT. 1

**BASIS OF COORDINATES**

NGS NAD83, ZONE VI BASED ON NGS STATIONS "DSSC",  
"P600" AND "P585" EPOCH 2010.00.

DSSC	P600	P585
N: 2210771.485	N: 2258884.581	N: 2314671.535
E: 8421179.081	E: 6573244.200	E: 8472048.408

CONVERGENCE ANGLE -0°09'27" • PT. 1

## NOTE

All distances shown are ground distances. Grid instances can be obtained by multiplying ground distances by a combined factor of 0.999871964

## NOTE

ALL DISTANCES SHOWN ARE GROUND DISTANCES. GRID  
INSTANCES CAN BE OBTAINED BY MULTIPLYING GROUND  
DISTANCES BY A COMBINED FACTOR OF 0.999871964.

## SURVEYOR'S NOTES

•	Indicates found Monument, as noted
□	Indicates set Copperweld stamped LS 6532, flush
O.R.	Official Records
P.U.E	Public Utility Easement
P.M.	Parcel Map
R.S.	Record of Survey
B.O.B.	Basis of Bearing
(R)	Radial Bearing
FD.	Found
C/L	Centerline
DN.	Down
D.E.	Drainage Easement
L.S.	Landscape
RET.	Retention
N.A.P	Not a Part
////	Indicates Access Rights Restricted Hereon
( )	Indicates Record Data per Parcel Map 21783, P.M. 143/66-87, County of Riverside, California
[ ]	Indicates Record Data per Parcel Map 19328, P.M. 121/46-47, County of Riverside, California

In accordance with section 16.20.050 of the City of Desert Hot Springs Municipal Code, all Lot corners will be set as follows:

Set nail & tag stamped L.S. 0532 in top of curb at the prolongation of front lot corners and in top of wall at rear lot corner, except where a wall does not exist. Set 1" I.P. with brass tag stamped L.S.6532, flush.

This tract contains 153.71 acres gross, 46 numbered parcels and 13 lettered lots.















## SURVEYOR'S NOTES

•	INDICATES FOUND MONUMENT, AS NOTED
□	INDICATES SET COPPERWELD STAMPED L.S. 6532, FLUSH
O.R.	OFFICIAL RECORDS
P.U.E.	PUBLIC UTILITY EASEMENT
P.M.	PARCEL MAP
R.S.	RECORD OF SURVEY
B.O.B.	BASIS OF BEARINGS
(R)	RADIAL BEARING
FD.	FOUND
C/L	CENTERLINE
DN.	DOWN
D.E.	DRAINAGE EASEMENT
L.S.	LANDSCAPE
RET.	RETENTION
N.A.P.	NOT A PART
////	INDICATES ACCESS RIGHTS RESTRICTED HEREON
( )	INDICATES RECORD DATA PER PARCEL MAP NO. 21783, P.M. 143/66-87, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
[ ]	INDICATES RECORD DATA PER PARCEL MAP NO. 19328, P.M. 121/46-47, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
IN ACCORDANCE WITH SECTION 16.20.050 OF THE CITY OF DESERT HOT SPRINGS MUNICIPAL CODE, ALL LOT CORNERS WILL BE SET AS FOLLOWS: SET NAIL & TAG STAMPED L.S. 6532 IN TOP OF CURB AT THE PROLONGATION OF FRONT LOT CORNERS AND IN TOP OF WALL AT REAR LOT CORNERS, EXCEPT WHERE A WALL DOES NOT EXIST, SET 1" I.P. WITH BRASS TAG STAMPED L.S. 6532, FLUSH.	
THIS TRACT CONTAINS 153.71 ACRES GROSS, 46 NUMBERED PARCELS AND 13 LETTERED LOTS.	

PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER  
Certification



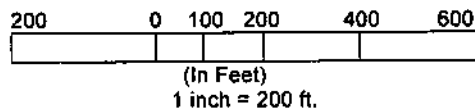
## EASEMENT NOTES

-  10' wide public utility easement ("P.U.E.") dedicated to the City of Desert Hot Springs, as shown hereon
-  10' wide private agricultural/chilled water easement reserved hereon
-  20' private drainage easement reserved hereon
-  40' wide easement for public roadway, public utilities and incidental purposes in favor of Riverside County per deed recorded 8/2/1932, in Book 86, Page 92, O.R.
-  20' wide easement for public utilities and incidental purposes and 10' wide easement for road purposes in favor of Southern California Telephone Co. per Inst. Recorded 1/6/1947, in Book 800, Page 482, O.R.
-  C/L of an easement for pole lines and incidental purposes in favor of California Electric Power Company per Inst. Recorded 9/16/1948, in Book 1011, Page 204, O.R. (Undisclosed Width)
-  30' wide easement for public utilities and incidental purposes in favor of California Electric Power Company per Inst. No. 1962-46781, recorded 5/18/1962, O.R.
-  50' wide easement for communication systems and incidental purposes in favor of AT&T per Inst. No. 1972-90185, Recorded 7/10/1972, O.R.
-  30' wide easement for pole lines and incidental purposes in favor of Southern California Edison per Inst. No. 1975-121115, recorded 10/2/1975
-  15' wide easement for water pipeline and appurtenances in favor of Desert Hot Springs County Water District per Inst. No. 1982-89615, recorded 10/2/1982, O.R.
-  44' wide easement for public road & drainage purposes in favor of Riverside County per Inst. No. 1964-40546, recorded 2/28/1964, O.R.
-  Dedicated for street and public utility purposes in favor of the public per Parcel Map No. 21783, P.M. 143/66-67, recorded 6/24/1967.
-  Private agricultural/chilled water and agricultural well easement reserved hereon.
-  10' wide (variable width on Parcel 19) private wall. Communications and security systems easement reserved hereon.

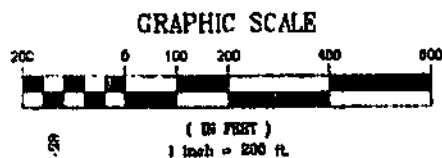
## EASEMENT NOTES

- 1. 10' WIDE PUBLIC UTILITY EASEMENT ("P.U.E.") DEDICATED TO THE CITY OF DESERT HOT SPRINGS, AS SHOWN HEREON.
- 2. 10' WIDE PRIVATE AGRICULTURAL/CHILLED WATER EASEMENT RESERVED HEREON.
- 3. 20' WIDE PRIVATE DRAINAGE EASEMENT RESERVED HEREON.
- 4. 40' WIDE EASEMENT FOR PUBLIC ROADWAY, PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF RIVERSIDE COUNTY PER DEED RECORDED 8/2/1932, IN BOOK 86, PAGE 82, O.R.
- 5. 20' WIDE EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES AND 10' WIDE EASEMENT FOR ROAD PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA TELEPHONE CO. PER INST. RECORDED 1/8/1947, IN BOOK 800, PAGE 489, O.R.
- 6. C/L OF AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER INST. RECORDED 8/16/1948, IN BOOK 1011, PAGE 204, O.R. (UNDISCLOSED WIDTH)
- 7. 30' WIDE EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY PER INST. NO. 1882-48781, RECORDED 5/18/1982, O.R.
- 8. 50' WIDE EASEMENT FOR COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES IN FAVOR OF AT&T PER INST. NO. 1872-80183, RECORDED 7/10/1972, O.R.
- 9. 30' WIDE EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison PER INST. NO. 1875-12113, RECORDED 10/2/1973, O.R.
- 10. 15' WIDE EASEMENT FOR WATER PIPELINE AND APPURTENANCES IN FAVOR OF DESERT HOT SPRINGS COUNTY WATER DISTRICT PER INST. NO. 1882-86613, RECORDED 6/20/1982, O.R.
- 11. 44' WIDE EASEMENT FOR PUBLIC ROAD & DRAINAGE PURPOSES IN FAVOR OF RIVERSIDE COUNTY PER INST. NO. 1884-40546, RECORDED 2/28/1984, O.R.
- 12. DEDICATION FOR STREET AND PUBLIC UTILITY PURPOSES IN FAVOR OF THE PUBLIC PER PARCEL MAP NO. 21783, P.M. 143/88-87, RECORDED 6/24/1987, O.R.
- 13. PRIVATE AGRICULTURAL/CHILLED WATER AND AGRICULTURAL WELL EASEMENT RESERVED HEREON.
- 14. 10' WIDE (VARIABLE WIDTH ON PARCEL 19) PRIVATE WALL, COMMUNICATIONS AND SECURITY SYSTEMS EASEMENT RESERVED HEREON.

### Graphic Scale



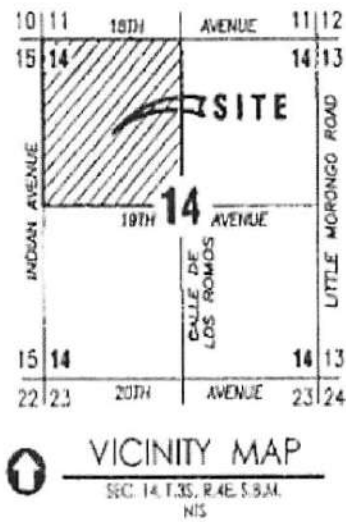
R.S. 17/37/38  
N.A.P.



R.S. 17/37/38  
N.A.P.

Vicinity Map

Sec. 14. T.3S, R.4E, S.B.M



Date:

Dec 17, 2019

Signature:

Lauren Griffith

Print Name:

LAUREN GRIFITH

ACR 601 (Rev. 09/2005)

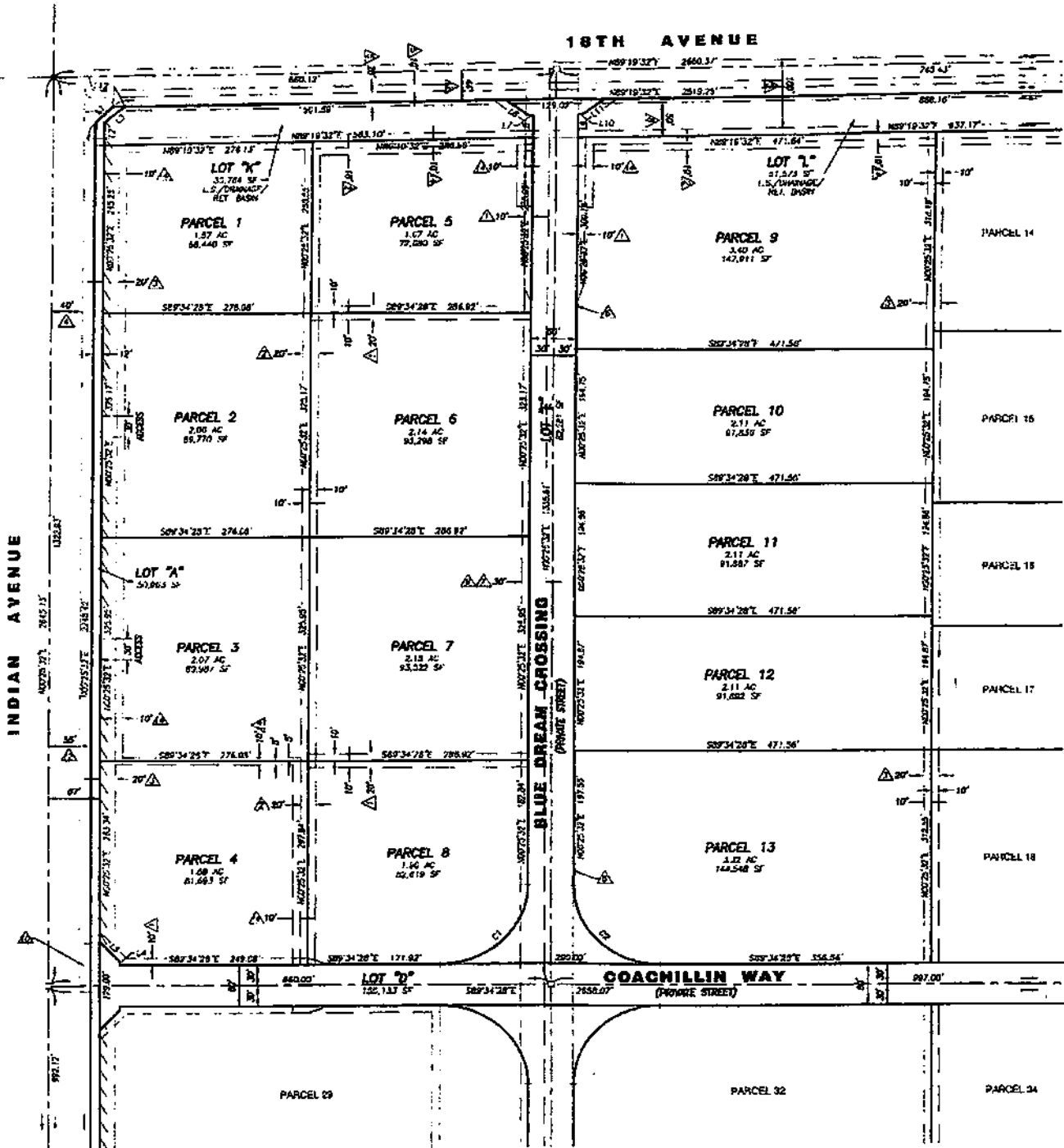
Available in Alternate Formats

IN THE CITY OF DESERT HOT SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 3 OF 8 SHEETS

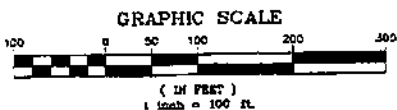
# PARCEL MAP NO. 37158

A SUBDIVISION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 02-17, RECORDED SEPTEMBER 15, 2017, AS DOCUMENT NO. 2017-0384012, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 EAST OF THE SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.  
COACHELLA VALLEY ENGINEERS NOVEMBER, 2017



SEE SHEET 4

SEE SHEET 5



1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

**NOTES**  
SEE SHEET NO. 2 FOR BOUNDARY SURVEY, BASIS OF BEARINGS, MONUMENT DESCRIPTION NOTES, SURVEYOR'S NOTES AND EASEMENT NOTES.



PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

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

www.riversideacr.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Page 77:

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N44°52'32"E	32.21'
L2	N00°25'32"E	33.52'
L3	N49°32'16"E	35.13'
L4	N00°25'32"E	5.00'
L5	N42°02'27"W	39.99'
L6	S52°02'58"E	37.75'
L7	S89°34'28"E	5.00'
L8	S00°25'32"W	32.34'
L9	N00°25'32"E	33.57'
L10	S89°34'37"E	5.00'
L11	N52°04'09"E	37.05'
L12	N89°19'32"E	16.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	115.00'	180.64'	90°00'00"	115.00'
C2	115.00'	180.64'	90°00'00"	115.00'

**NOTES**

SEE SHEET NO. 2  
FOR BOUNDARY  
BEARINGS, MONUMENT  
DESCRIPTION NOTES  
AND EASEMENT NOTES

Date:

Dec 13, 2014

Signature:

Lauren Gifford

Print Name:

LAUREN GIFFORD

IN THE CITY OF DESERT HOT SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 4 OF 6 SHEETS

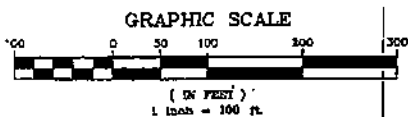
# PARCEL MAP NO. 37158

A SUBDIVISION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 02-17, RECORDED SEPTEMBER 15, 2017, AS DOCUMENT NO. 2017-0384012, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 EAST OF THE SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.  
COACHELLA VALLEY ENGINEERS  
NOVEMBER, 2017

18TH AVENUE



SEE SHEET 6



NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY	11/15/17	CV
2	REVISION	11/15/17	CV
3	REVISION	11/15/17	CV
4	REVISION	11/15/17	CV
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100	REVISION	11/15/17	CV

## NOTES

SEE SHEET NO. 2 FOR BOUNDARY SURVEY, BASIS OF BEARINGS, MONUMENT DESCRIPTION NOTES, SURVEYOR'S NOTES AND EASEMENT NOTES.

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY	11/15/17	CV
2	REVISION	11/15/17	CV
3	REVISION	11/15/17	CV
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93	REVISION	11/15/17	CV
94	REVISION	11/15/17	CV
95	REVISION	11/15/17	CV
96	REVISION	11/15/17	CV
97	REVISION	11/15/17	CV
98	REVISION	11/15/17	CV
99	REVISION	11/15/17	CV
100	REVISION	11/15/17	CV





PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

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

www.riversideacr.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Page 78:

LINE TABLE

LINE	BEARING	DISTANCE
L1	S46°16'51"E	33.58'
L2	S52°02'58"E	37.75'
L3	S89°34'28"E	5.00'
L4	S00°25'32"W	32.34'
L5	N00°25'32"E	33.67'
L6	S89°34'28"E	5.00'
L7	N52°04'08"E	37.86'
L8	S00°30'03"W	32.51'
L9	N00°26'32"E	75.94'
L10	N00°30'03"E	93.87'
L11	N45°25'32"E	21.21'
L12	N14°35'06"W	50.00'
L13	S15°28'10"W	50.00'
L14	N00°25'32"E	83.30'
L15	S44°34'28"E	21.21'
L16	N00°25'32"E	5.00'
L17	N39°35'10"E	38.01'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	115.00'	180.64'	90.00.00'	115.00'
C2	115.00'	180.54'	90.00.00'	115.00'
C3	100.00'	26.20'	15.00.38'	13.17'
C4	48.00'	12.58'	15.00.38'	6.32'
C5	48.00'	150.80'	180.00.00'	0.00'
C6	48.00'	12.58'	15.00.38'	6.32'
C7	100.00'	26.20'	15.00.38'	13.17'

NOTES

SEE SHEET NO. 2 FOR BOUNDARY SURVEY.  
BASIS OF BEARINGS, MONUMENT DESCRIPTION  
NOTES, SURVEYOR'S NOTES AND  
EASEMENT NOTES.

Date:

Dec 12, 2019

Signature:

Lauren Griffo

Print Name:

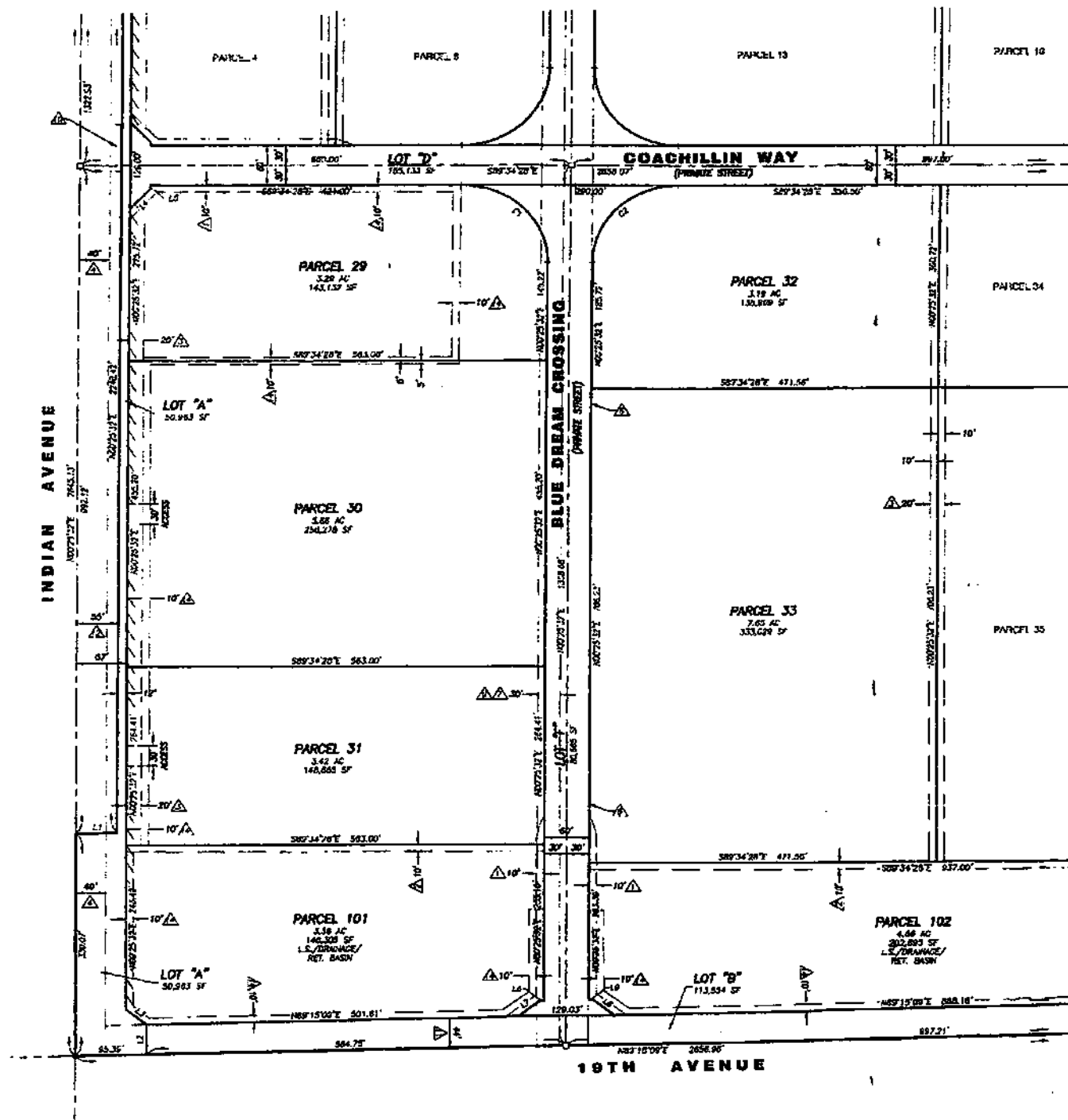
LAUREN GRIFFO



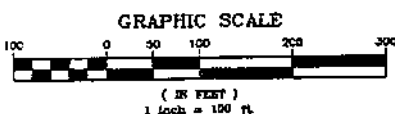
# PARCEL MAP NO. 37158

A SUBDIVISION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 02-17, RECORDED SEPTEMBER 15, 2017, AS DOCUMENT NO. 2017-0384012, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 EAST OF THE SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.  
COACHELLA VALLEY ENGINEERS NOVEMBER, 2017

SEE SHEET 3



SEE SHEET 6



AREA	ACREAGE	AREA	ACREAGE
1	0.00	13	0.00
2	0.00	14	0.00
3	0.00	15	0.00
4	0.00	16	0.00
5	0.00	17	0.00
6	0.00	18	0.00
7	0.00	19	0.00
8	0.00	20	0.00
9	0.00	21	0.00
10	0.00	22	0.00
11	0.00	23	0.00
12	0.00	24	0.00

AREA	ACREAGE	AREA	ACREAGE
1	0.00	13	0.00
2	0.00	14	0.00
3	0.00	15	0.00
4	0.00	16	0.00
5	0.00	17	0.00
6	0.00	18	0.00
7	0.00	19	0.00
8	0.00	20	0.00
9	0.00	21	0.00
10	0.00	22	0.00
11	0.00	23	0.00
12	0.00	24	0.00

## NOTES

SEE SHEET NO. 3 FOR BOUNDARY SURVEY. BASIS OF REASONABLE MONUMENT DESCRIPTION NOTES, SURVEYOR'S NOTES AND EASEMENT NOTES.



PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

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

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Page 79:

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°15'09"E	55.01'
L2	N00°44'51"W	44.80'
L3	N49°38'33"W	35.82'
L4	N42°53'31"E	39.99'
L5	N00°25'32"E	5.00'
L6	N89°34'28"W	5.00'
L7	S52°02'29"W	37.03'
L8	N52°04'38"W	37.78'
L9	N89°34'28"W	5.00'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA TANGENT
C1	115.00'	180.64'	90°00'00'
C2	115.00'	180.64'	90°00'00'

NOTES

SEE SHEET NO. 2 FOR  
BOUNDARY SURVEY, BASIS  
OF BEARINGS, MONUMENT  
DESCRIPTION NOTES, SURVEYOR'S  
NOTES AND EASEMENT  
NOTES.

Date:

DEC 13, 2019

Signature:

Lauren Gifford

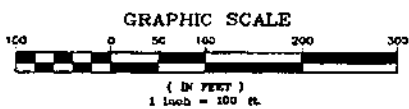
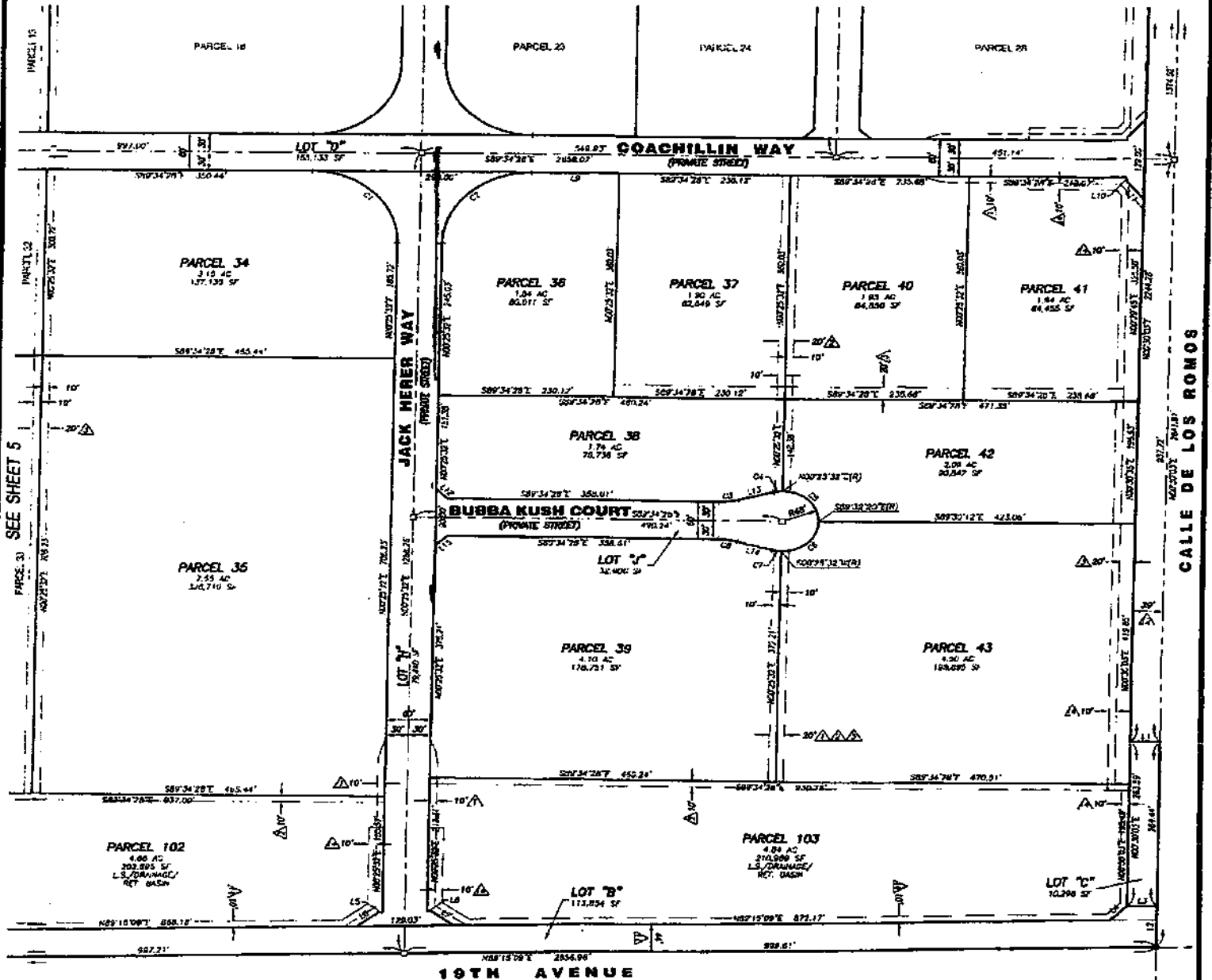
Print Name:

LAUREN GIFFORD

# PARCEL MAP NO. 37158

A SUBDIVISION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 02-17, RECORDED SEPTEMBER 15, 2017, AS DOCUMENT NO. 2017-0384012, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 EAST OF THE SAN BERNARDINO MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.  
COACHELLA VALLEY ENGINEERS  
NOVEMBER, 2017

SEE SHEET 4



## NOTES

SEE SHEET NO. 2 FOR BOUNDARY SURVEY, BASIS OF BEARINGS, MEASUREMENT DESCRIPTION NOTES, SURVEYOR'S NOTES AND EASEMENT NOTES.



PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
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(951) 486-7000

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**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:  
(Print or type the page number(s) and wording below):

**Page 80**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89° 15' 09" E	39.01'
L2	N00° 30' 03" E	65.64'
L3	S89° 29' 57" E	39.00'
L4	N46° 07' 21" E	32.88'
L5	N89° 34' 28" W	5.00'
L6	S52° 02' 29" W	37.03'
L7	N52° 04' 38" W	37.78'
L8	N89° 34' 28" W	5.0'
L9	S89° 34' 28" E	115.12'
L10	S00° 25' 32" W	4.50'
L11	S38° 12' 17" E	38.44'
L12	S44° 34' 28" E	21.21'
L13	N75° 24' 54" E	50.00'
L14	N74° 33' 50" W	50.00'
L15	S45° 25' 32" W	21.21'

**NOTES:**

SEE SHEET NO 2. FOR BOUNDARY SURVEY, BASIS OF BEARINGS, MONUMENT DESCRIPTION NOTES, SURVEYORS NOTES AND EASEMENT NOTES.

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	115.00'	180.54'	90° 00' 00"	115.00'
C2	115.00'	180.54'	90° 00' 00"	115.00'
C3	100.00'	26.20'	15° 00' 38"	13.17'
C4	48.00'	12.58'	90° 02' 08"	48.03'
C6	48.00'	75.37'	89° 57' 52"	47.97'
C7	48.00'	12.58'	15° 00' 38"	6.32'
C8	100.00'	26.20'	15° 00' 38"	13.17'

Date: 12/13/2019

Signature: 

Print Name: Lauren Griffo





PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

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

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**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:  
(Print or type the page number(s) and wording below):

**Page 80**

Copy of legend from Parcel Map No. 37158 – See Sheet 4, and architectural notes.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°15'09"E	39.01'
L2	N00°30'03"E	65.64'
L3	S08°29'57"E	39.00'
L4	N46°07'21"E	32.88'
L5	N85°34'28"W	5.00'
L6	S52°02'29"W	37.03'
L7	N52°04'38"W	37.78'
L8	N85°34'28"W	5.00'
L9	S85°34'28"E	175.12'
L10	S00°25'32"W	4.50'
L11	S38°12'17"E	38.44'
L12	S44°34'28"E	21.21'
L13	N75°24'54"E	50.00'
L14	N74°33'30"W	50.00'
L15	S45°25'32"W	21.21'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	115.00'	180.54'	90°00'00"	115.00'
C2	115.00'	180.54'	90°00'00"	115.00'
C3	100.00'	28.20'	15°00'38"	13.17'
C4	48.00'	12.58'	15°00'38"	6.32'
C5	48.00'	75.43'	90°02'08"	48.03'
C6	48.00'	75.37'	88°57'53"	47.97'
C7	48.00'	12.58'	15°00'38"	6.32'
C8	100.00'	28.20'	15°00'38"	13.17'

**NOTES**

SEE SHEET NO. 2 FOR BOUNDARY SURVEY, BASIS OF BEARINGS, MONUMENT DESCRIPTION NOTES, SURVEYOR'S NOTES AND EASEMENT NOTES.

Date: Dec 16, 2019

Signature: Lauren Griffo

Print Name: LAUREN GRIFFO



PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

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

www.riversideact.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:  
(Print or type the page number(s) and wording below):

**Page 80**

Legend below refers to plot lines on Parcel Map No. 37158 – See Sheet 4.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89° 15' 09" E	39.01'
L2	N00° 30' 03" E	65.64'
L3	S89° 29' 57" E	39.00'
L4	N46° 07' 21" E	32.88'
L5	N89° 34' 28" W	5.00'
L6	S52° 02' 29" W	37.03'
L7	N52° 04' 38" W	37.78'
L8	N89° 34' 28" W	5.0'
L9	S89° 34' 28" E	115.12'
L10	S00° 25' 32" W	4.50'
L11	S38° 12' 17" E	38.44'
L12	S44° 34' 28" E	21.21'
L13	N75° 24' 54" E	50.00'
L14	N74° 33' 50" W	50.00'
L15	S45° 25' 32" W	21.21'

**NOTES:**

SEE SHEET NO. 2. FOR BOUNDARY SURVEY, BASIS OF BEARINGS, MONUMENT DESCRIPTION NOTES, SURVEYORS NOTES AND EASEMENT NOTES.

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	115.00'	180.54'	90° 00' 00"	115.00'
C2	115.00'	180.54'	90° 00' 00"	115.00'
C3	100.00'	26.20'	15° 00' 38"	13.17'
C4	48.00'	12.58'	90° 02' 08"	48.03'
C6	48.00'	75.37'	89° 57' 52"	47.97'
C7	48.00'	12.58'	15° 00' 38"	6.32'
C8	100.00'	26.20'	15° 00' 38"	13.17'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89° 15' 09" E	39.01'
L2	N00° 30' 03" E	65.64'
L3	S89° 29' 57" E	39.00'
L4	N46° 07' 21" E	32.88'
L5	N89° 34' 28" W	5.00'
L6	S52° 02' 29" W	37.03'
L7	N52° 04' 38" W	37.78'
L8	N89° 34' 28" W	5.00'
L9	S89° 34' 28" E	115.12'
L10	S00° 25' 32" W	4.50'
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L12	S44° 34' 28" E	21.21'
L13	N75° 24' 54" E	50.00'
L14	N74° 33' 50" W	50.00'
L15	S45° 25' 32" W	21.21'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	115.00'	180.54'	90° 00' 00"	115.00'
C2	115.00'	180.54'	90° 00' 00"	115.00'
C3	100.00'	26.20'	15° 00' 38"	13.17'
C4	48.00'	12.58'	90° 02' 08"	48.03'
C6	48.00'	75.37'	89° 57' 52"	47.97'
C7	48.00'	12.58'	15° 00' 38"	6.32'
C8	100.00'	26.20'	15° 00' 38"	13.17'

**NOTES**

SEE SHEET NO. 2 FOR BOUNDARY SURVEY, BASIS OF BEARINGS, MONUMENT DESCRIPTION NOTES, SURVEYOR'S NOTES AND EASEMENT NOTES.

Date:

Signature:

Print Name:

Dec. 17, 2019  
Lauren Gifford  
LAUREN GIFFORD



**EXHIBIT C**  
**Legal Descriptions of Parcels**

**Parcel**

**No.**

**Legal Description**

- 1** **PARCEL NO. 1** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 2** **PARCEL NO. 2** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 3** **PARCEL NO. 3** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 4** **PARCEL NO. 4** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 5** **PARCEL NO. 5** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 6** **PARCEL NO. 6** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 7** **PARCEL NO. 7** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 8** **PARCEL NO. 8** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 9** **PARCEL NO. 9** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 10** **PARCEL NO. 10** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 11** **PARCEL NO. 11** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 12** **PARCEL NO. 12** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.

- PARCEL NO. 13** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- PARCEL NO. 14** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- PARCEL NO. 15** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- PARCEL NO. 16** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- PARCEL NO. 17** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- PARCEL NO. 18** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- PARCEL NO. 19** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- PARCEL NO. 20** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- PARCEL NO. 21** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- PARCEL NO. 22** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- PARCEL NO. 23** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- PARCEL NO. 24** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- PARCEL NO. 25** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.

- 26 **PARCEL NO. 26** of Parcel Map No. 37158, in the Northwest quarter ( NW ¼ ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 27 **PARCEL NO. 27** of Parcel Map No. 37158, in the Northwest quarter ( NW ¼ ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 28 **PARCEL NO. 28** of Parcel Map No. 37158, in the Northwest quarter ( NW ¼ ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 29 **PARCEL NO. 29** of Parcel Map No. 37158, in the Northwest quarter ( NW ¼ ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 30 **PARCEL NO. 30** of Parcel Map No. 37158, in the Northwest quarter ( NW ¼ ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 31 **PARCEL NO. 31** of Parcel Map No. 37158, in the Northwest quarter ( NW ¼ ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 32 **PARCEL NO. 32** of Parcel Map No. 37158, in the Northwest quarter ( NW ¼ ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 33 **PARCEL NO. 33** of Parcel Map No. 37158, in the Northwest quarter ( NW ¼ ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 34 **PARCEL NO. 34** of Parcel Map No. 37158, in the Northwest quarter ( NW ¼ ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 35 **PARCEL NO. 35** of Parcel Map No. 37158, in the Northwest quarter ( NW ¼ ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 36 **PARCEL NO. 36** of Parcel Map No. 37158, in the Northwest quarter ( NW ¼ ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 37 **PARCEL NO. 37** of Parcel Map No. 37158, in the Northwest quarter ( NW ¼ ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 38 **PARCEL NO. 38** of Parcel Map No. 37158, in the Northwest quarter ( NW ¼ ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.

- 39** **PARCEL NO. 39** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 40** **PARCEL NO. 40** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 41** **PARCEL NO. 41** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 42** **PARCEL NO. 42** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 43** **PARCEL NO. 43** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 101** **PARCEL NO. 101** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 102** **PARCEL NO. 102** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.
- 103** **PARCEL NO. 103** of Parcel Map No. 37158, in the Northwest quarter ( NW  $\frac{1}{4}$  ) of Section 14, T. 3. S., R. 4. E., S.B.M., city of Desert Hot Springs, county of Riverside, state of California, as recorded MB 244, pgs. 28-33 on 22 day of December year 2017.

**EXHIBIT D**  
**Parcels %Percentage of the Whole Project**

<b>COACHILLIN LOT AREAS</b>		
<b>PARCEL NO.</b>	<b>AREA (S.F.)</b>	<b>AREA (AC.)</b>
1	68,440	1.57
2	89,770	2.06
3	89,987	2.07
4	81,693	1.88
4A (PER LLA)	109,863	2.52
5	72,680	1.67
6	93,298	2.14
7	93,522	2.15
8	82,619	1.89
8A (PER LLA)	54,450	1.25
9	147,911	3.40
10	91,836	2.11
11	91,887	2.11
12	91,892	2.11
13	144,548	3.32
14	138,151	3.17
15	116,065	2.66
16	84,003	1.93
17	84,003	1.93
18	142,637	3.27
19	79,276	1.82
20	77,239	1.77
21	77,156	1.77
22	149,164	3.42
23	82,887	1.90
24	82,418	1.89
25	308,631	7.09
26	64,240	1.47
27	92,923	2.13
28	89,983	2.07
29	143,132	3.29
30	256,275	5.88
31	148,865	3.42
32	138,969	3.19
33	333,029	7.65
34	137,130	3.15
35	328,710	7.55
36	80,011	1.84
37	82,849	1.90
38	75,738	1.74
39	178,751	4.10
40	84,850	1.95
41	84,449	1.94
42	90,847	2.09
43	195,895	4.50
<b>TOTAL</b>	<b>5,268,360</b>	<b>120.94</b>

	<b>RETENTION LOTS</b>	
101	146,305	3.36
102	202,895	4.66
103	210,969	4.84
LOT K	30,764	0.71
LOT L	51,573	1.18
LOT M	51,576	1.18
<b>TOTAL</b>	<b>694,082</b>	<b>15.93</b>
	<b>OFFSITE STREET DEDICATIONS</b>	
LOT A	50,963	1.17
LOT B	113,854	2.61
LOT C	10,296	0.24
<b>TOTAL</b>	<b>175,113</b>	<b>4.02</b>
	<b>ONSITE STREET DEDICATIONS</b>	
LOT D	155,139	3.56
LOT E	82,281	1.89
LOT F	80,665	1.85
LOT G	83,430	1.92
LOT H	79,440	1.82
LOT I	44,254	1.02
LOT J	32,906	0.76
<b>TOTAL</b>	<b>558,115</b>	<b>12.81</b>
<b>TOTAL - P.M. 37158</b>	<b>6,695,670</b>	<b>153.71</b>



Parcel No.	Parcel SF Gross	Parcel %	Parcel No.	Parcel SF Gross	Parcel %	Total Lot SF	Total Parcel Map SF	Total Parcel Map SF
1	68,440	1.30%	24	82,418	1.56%	5,268,360	6,695,669	153.71
2	89,770	1.70%	25	308,631	5.86%	Total AC		
3	89,987	1.71%	26	64,240	1.22%	120.94		
4	109,863	2.09%	27	92,923	1.76%		Lot A	50,963
5	72,680	1.38%	28	89,983	1.71%		Lot B	113,854
6	93,298	1.77%	29	143,132	2.72%		Lot C	10,296
7	93,522	1.78%	30	256,275	4.86%		Total SF of Offsite Street Dedication	175,113
8	54,450	1.03%	31	148,865	2.83%		Total AC of Offsite Street Dedication	4.02
9	147,911	2.81%	32	138,969	2.64%			
10	91,836	1.74%	33	333,029	6.32%		Lot D	155,139
11	91,887	1.74%	34	137,130	2.60%		Lot E	82,281
12	91,892	1.74%	35	328,710	6.24%		Lot F	80,665
13	144,548	2.74%	36	80,011	1.52%		Lot G	83,430
14	138,151	2.62%	37	82,849	1.57%		Lot H	79,440
15	116,065	2.20%	38	75,738	1.44%		Lot I	44,254
16	84,003	1.59%	39	178,751	3.39%		Lot J	32,906
17	84,003	1.59%	40	84,850	1.61%		Total SF of Onsite Street Dedication	558,115
18	142,637	2.71%	41	84,449	1.60%		Total AC of Onsite Street Dedication	12.81
19	79,276	1.50%	42	90,847	1.72%			
20	77,239	1.47%	43	195,895	3.72%			
21	77,156	1.46%						
22	149,164	2.83%	101	146,305				
23	82,887	1.57%	102	202,895				
			103	210,969	HOA			
			Lot K	30,764	Maintained			
			Lot L	51,573				
			Lot M	51,576				
			TOTAL SF HOA Maint.		694,082			
			Total AC of HOA Maint.		15.93			

EXHIBIT E

Bylaws of Indian Canyon & 18th Property Owners Association  
(Attached)

FIRST AMENDED BYLAWS OF  
INDIAN CANYON & 18th PROPERTY OWNERS ASSOCIATION A CALIFORNIA NON-PROFIT  
CORPORATION

ARTICLE I

1. **NAME AND LOCATION.**

- 1.1. The name of the Association is **INDIAN CANYON & 18th PROPERTY OWNERS ASSOCIATION**, a CALIFORNIA NON-PROFIT CORPORATION, hereinafter referred to as the "Association." The principal office of the Association shall be located at the Project or at such other place as may be designated by the Board.

ARTICLE II

2. **DEFINITIONS.**

- 2.1. **ENABLING DECLARATION & PROPERTY.** "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions and Reservation of Easements for that certain real property more particularly set forth on Exhibit A, which is attached hereto and made a part hereof by this reference and subsequent amendments thereto.
- 2.2. **APPLICABLE LAW.** The Association shall be operated and governed by the California Corporations Code as well as the California Commercial and Industrial Common Interest Development Act Sections 6500 to 6876.

ARTICLE III

3. **MEETING OF MEMBERS AND VOTING.**

- 3.1. **ANNUAL MEETING.** The first meeting of the Members, whether an annual or a special meeting, shall be held within one (1) year from the date of formation of the Association or within forty-five (45) days after the closing of the sale of the Project interest which represents the fifty-first (51st) percentile interest in the Project whichever occurs first, but in no event later than six (6) months after the close of escrow on the sale of the first Unit in the Project. The next annual meeting shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within thirty (30) days of the same month of each year thereafter at such time as the Board directs. If the day for the annual meeting is a legal holiday, the meeting will be held at the same hour on the first day following, which is not a legal holiday (excluding Saturday and Sunday).
- 3.2. **SPECIAL MEETINGS.** Special meetings of the Members shall be promptly scheduled at any time by the Board in response to the vote of a majority of the Board of Directors, or in response to a request by the Chairman of the Board, the President, or upon written request



of the Members representing five percent (5%) of the total voting power of the Association.

- 3.3. **NOTICE AND PLACE OF MEETINGS.** Electronic notice of each meeting of the Members, annual or special, shall be given by, or at the direction of, the Secretary or the Project's manager, by electronic or email delivery at least ten (10), but not more than ninety (90) days, before such meeting to all Members, addressed to the Member's email address last appearing on the books and minutes of the Association, or supplied by such Member to the Association for the purpose of notice and to each First Lender requesting notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. If action is proposed to be taken at any meeting for approval for any of the following proposals, the notice shall also state the general nature of the proposal. Member action on such items is invalid unless the notice or written waiver of notice states the general nature of the proposal(s): (a) removing a director without cause; (b) filling vacancies in the Board of Directors by the Members; (c) amending the Bylaws of the Association; (d) approving a contract or transaction in which a director has a material financial interest. Meetings shall be held within the Project or at a meeting place within the same county, as close to the Project as possible.
- 3.4. **QUORUM.** The presence either in person or by proxy, at any meeting, of Members entitled to cast fifty-one percent (51%) of the total voting power of the Association (excluding the number of votes as to which voting rights are suspended at the time of the subject meeting) shall constitute a quorum for any action except as otherwise provided in the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, a majority of the Members entitled to vote thereat may, unless otherwise provided by law, adjourn the meeting to a date not less than five (5) days and not more than thirty (30) days from the meeting date, at which meeting the quorum requirements shall be one-third (1/3) of the total voting power (excluding the number of votes as to which voting rights are suspended at the time of the subject meeting). The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that twenty-five percent (25%) of the total voting power of the Association remains present in person and/or by proxy, and provided further that any action taken shall be approved by a majority of the Members required to constitute a quorum, and that only matters that may be voted upon at said adjourned meeting are matters the general nature of which was noticed not less than ten (10) nor more than ninety (90) days

before the date of the meeting to each Member entitled to vote at the meeting. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for annual meetings.

Notwithstanding anything herein to the contrary, for purposes of obtaining membership approval of special Assessments or increases in annual Assessments as may be required by section 4.4 of the Declaration, a "quorum" means more than fifty percent (50%) of the Members of the Association.

3.5. **PROXIES.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit, or upon receipt of written notice by the Secretary of the Board of the death or judicially declared incompetence of a Member prior to the counting of the vote, or upon the expiration of eleven (11) months from the date of the proxy. Any form of proxy distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon. The proxy shall provide that, where the Member specifies a choice, the vote shall be cast in accordance with that choice. The proxy also shall identify the person or persons authorized to exercise the proxy and the length of time it will be valid. In addition, voting by proxy shall comply with any other applicable requirements of California Corporation Code §§ 7514 and 7613.

3.6. **MEMBERSHIP AND VOTING.** The association shall have two (2) classes of voting membership:

3.6.1. **Class A:** The Class A Members shall be entitled to a number of votes which shall be calculated based upon a fraction, the numerator of which shall be the gross square footage of the Owner's Unit(s) as set forth in the Declaration and the denominator of which shall be the aggregate square footage of all the Lots or Units as set forth in the Declaration multiplied by 100, rounded to the nearest whole number. When more than one person holds an interest in any Unit, all such persons shall be Members. The vote or votes for such Unit shall be exercised as they among themselves determine but in no event shall any Unit have more than the number of votes calculated pursuant to this Section.

3.6.2. **Class B:** The Class B Member shall be Declarant. From the date hereof until the date Declarant no longer holds any ownership interest in any Unit/Lot in excess of fifteen percent (15%) of the gross square footage of all the property as set forth in the Declaration, the Class B Member shall have the deciding vote on any matter which requires the vote or written asset of the Members. Thereafter, the Class B Member shall have the voting rights of a Class A Member until such time as Declarant no longer holds title interest in any of the Site or ceases to be the Declarant, upon which the Class B Membership shall cease.

This section may not be terminated, extended, modified or amended and any such attempt shall be null and void and of no effect. All voting rights shall be subject to the restrictions and limitations provided in the Declaration of Covenants, Conditions and Restrictions for **INDIAN CANYON & 18th PROPERTY OWNERS ASSOCIATION.**

3.7. **ELIGIBILITY TO VOTE:** Voting rights attributable to Units shall not vest until Assessments against those Units have been levied by the Association. Only Members in good standing shall be entitled to vote on any issue or matter presented to the members for approval. In order to be in good standing, a Member must be current in the payment of all Assessments levied against the Member's Unit and not subject to any suspension of voting privileges as a result of any disciplinary proceeding conducted in accordance with accordance with section 3.8. The Association shall not be obligated to conduct a hearing in order to suspend a Member's voting privileges on the basis of the nonpayment of Assessments, although a delinquent Member shall be entitled to request such a hearing. A Member shall maintain good standing if said standing has not been suspended by the provisions of these Bylaws and the Member has maintained a current filing with the Association of the following: (i) the signature or signatures of the Owner(s) authorized to vote on behalf of the Member's Unit; and (ii) address where all notices shall be sent; or, alternatively (iii) a proxy that names the Owner's representative and lists said representative's address.

3.8. **RECORD DATES:**

3.8.1. **Record Dates Established by the board:** For the purpose of determining which Members are entitled to receive notice of any meeting, vote, act by written ballot without a meeting, or exercise any rights in respect to any other lawful action, the Board may fix, in advance, a "record date," and only Members of record on the date so fixed are entitled to receive notice, to vote, or to take action by written ballot or otherwise, as the case may be, notwithstanding any transfer of any membership on the books of the Association after the record date, except as



otherwise provided in the by agreement, or in the California Nonprofit Mutual Benefit Corporation Law. The record dates established by the Board pursuant to this section shall be as follows:

- 3.8.1.1. **Record Date for Notice of Meetings:** In the case of determining those Members entitled to notice of a meeting, the record date shall be no more than ninety (90) nor less than ten (10) days before the date of the meeting;
- 3.8.1.2. **Record Date for Voting:** In the case of determining those Members entitled to vote at a meeting, the record date shall be no more than sixty (60) days before the date of the meeting;
- 3.8.1.3. **Record Date for Action by Written Ballot Without Meeting:** In the case of determining Members entitled to cast written ballots, the record date shall be no more than sixty (60) days before the day on which the first written ballot is mailed or solicited; and
- 3.8.1.4. **Record Date for Other Lawful Action:** In the case of determining Members entitled to exercise any rights in respect to other lawful action, the record date shall be no more than sixty (60) days prior to the date of such other action.
- 3.8.2. **Failure of Board to Fix a Record Date:** In the Board, for any reason, fails to establish a record date, the following rules shall apply:
  - 3.8.2.1. **Record Date for Notice of Meetings:** The record date for determining those Members entitled to receive notice of a meeting of Members shall be the business day preceding the day on which notice is given, or, if notice is waived, the business day preceding the day on which the meeting is held.
  - 3.8.2.2. **Record Date for Voting:** The record date for determining those members entitled to vote at a meeting of Members shall be the day of the meeting, or in the case of an adjourned meeting, the day of the adjourned meeting.
  - 3.8.2.3. **Record Date for Action by Written Ballot Without Meeting:** The record date for determining those Members entitled to vote by written ballot on proposed Association actions without a meeting, when no prior action by the Board has been taken, shall be the day on which the first written ballot is mailed or solicited. When prior action of the Board has been taken, it shall be the day on which the Board adopts the resolution relating to that action.
  - 3.8.2.4. **Record Date for Other Lawful Action:** The record date for determining those Members entitled to exercise any rights in respect to any other lawful action shall be Members at the close of business on which the Board adopts the resolution

relating thereto, or the 60th day prior to the date of such other action, whichever is later.

3.8.2.5. **"Record Date" Means as of Close Business:** For purposes of this subparagraph B, a person holding a membership as of the close of business on the record date shall be deemed the Member of record.

3.9. **ACTION WITHOUT MEETING.** Any action that may be taken at any annual or special meeting of Members (except the election of directors) may be taken without a meeting in accordance with the provisions of California Corporations Code §§7513 and 7516. Any form of written ballot distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except it shall not be mandatory that a candidate for election to the Board be named in the written ballot. The written ballot shall provide that, where the Member specifies a choice, the vote shall be in accordance with that choice.

3.10. **CONDUCT OF MEETINGS:** Meetings of the membership of the Association shall be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Association may adopt. Notwithstanding any other provision of law, notice of meetings of the Members shall specify those matters the Board intends to present for action by the Members, but, except as otherwise provided by law, any proper matter may be presented at the meeting for action. Any Member shall be permitted to speak at a meeting of the Association Members; however, the Board of Directors may establish a reasonable time limit for Members to speak before a meeting of the Association Members.

#### **ARTICLE IV**

#### **4. BOARD OF DIRECTORS; TERM OF OFFICE.**

4.1. **GENERAL.** The activities and affairs of this Association shall be administered and overseen by, and the powers of the Association exercised under the direction of, a Board of Directors. The Board may delegate the management activities to any professional manager, management company or a managing agent, provided, however, that the activities and affairs of the Association shall be directed, overseen and managed, and the corporate powers exercised, under the ultimate direction of the Board.

4.2. **NUMBER.** The affairs of this Association shall be managed by a Board of three. The Board shall be made up of three (3) directors, all of whom must be Members of the Association, or an officer, director, trustee, employee or agent of a Member, including Declarant. The initial directors shall be Declarant and two other directors elected by Declarant and shall hold office until the first meeting of the

Members as described in **Section 3.1** and until their successors are elected.

**4.3. TERM OF OFFICE.** At the first meeting of the Association the Class C Member shall elect two (2) directors and the Class A Members other than Declarant shall elect one (1) director. Each director shall serve a term of one (1) year. Directors shall be elected at each annual meeting thereafter and shall serve a term of one (1) year. Unless vacated sooner, each director shall hold office until the director's term expires and a successor is elected.

**4.4. REMOVAL; VACANCIES.** Unless the entire Board is removed from office by the vote of Association Members or unless an individual director is delinquent in the payment of his assessments, an individual director shall not be removed prior to the expiration of his term of office if the votes cast against his removal would be sufficient to elect him if voted cumulatively at an election at which the same total number of votes were cast and the entire number of directors authorized at the time of the most recent election of directors were then being elected. A director who was elected solely by the votes of Members other than Declarant may be removed from office prior to the expiration of his term only by the votes of a majority of Members other than Declarant. In the event of death or resignation of a director, or his having an Assessment Lien recorded against his property by Association his/her position shall become vacant. The vacancy shall be filled by approval of the Board at a duly held meeting. The successor director shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

**4.5. COMPENSATION.** No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for his actual expenses, if reasonable, that are incurred in the performance of his duties.

**4.6. INDEMNIFICATION OF CORPORATE AGENTS.** The Association shall indemnify any present or former director, officer, employee or other agent of the Association to the fullest extent authorized under California Corporations Code § 7237, or any successor statute, and may advance to any such person funds to pay expenses that may be incurred in defending any action or proceeding on receipt of an undertaking by or on behalf of such person to repay such amount unless it is ultimately determined that such person was entitled to indemnification under this provision.

#### **ARTICLE V**

#### **5. NOMINATION AND ELECTION OF DIRECTORS.**

**5.1. NOMINATION.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Notice to the Members of the meeting shall include the names of all those who are nominees at the



time the notice is sent. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of directors not less than thirty (30) days prior to each annual meeting of the Members, to serve until the close of such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. All candidates shall have reasonable opportunity to communicate their qualifications to Members and to solicit votes.

- 5.2. **ELECTION.** The first election of the Board shall be conducted at the first meeting of the Association. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. All Members shall be entitled to cumulate their votes for one (1) or more candidates for the Board, if the candidate's name has been placed in nomination prior to voting, and if a Member has given notice at the meeting prior to the voting of his intention to cumulate votes. Voting for directors shall be by secret written ballot. So long as a majority of the voting power of the Association resides in the Declarant, or so long as there are two (2) outstanding classes of membership in the Association, at least one (1) and not less than twenty percent (20%) of the incumbents on the Board shall have been elected solely by the votes of the Owners other than the Declarant, in accordance with the following special procedure. The collected ballots shall be segregated between ballots cast by Declarant, and ballots cast by other Members. The ballots received from other Members shall be counted first, and the person receiving the greatest number of votes from such Members shall be elected to the Board. The votes of Declarant shall then be added to the totals, and the persons receiving the highest number of votes (other than the person already elected) shall be elected to the remaining positions on the Board.

#### **ARTICLE VI**

#### **6. MEETINGS OF DIRECTORS.**

- 6.1. **REGULAR MEETINGS.** Regular meetings of the Board of directors shall be held no less than once per calendar quarter, at such place within the Project, and at such hour as may be fixed from time to time by resolution of the Board. If a larger meeting room is required than exists within the project, the Board shall select a room as close as possible to the Project. Should said meeting fall

upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, excluding Saturday and Sunday. Notice of the time and place of meeting shall be posted at a prominent place within the Common Area or may be given by mail or delivery to each Unit in the development or by newsletter or similar means of communication, and shall be communicated to directors and Members not less than four (4) days prior to the meeting. Notice of any meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. If the Common Area consists only of an easement or is otherwise unsuitable for posting of such notice, the Board shall communicate the notice of the time and place of such meeting by any means it deems appropriate.

6.2. **SPECIAL MEETINGS.** Special meetings of the Board of Directors shall be held when called by electronic notice by the President, Vice President or Secretary of the Association, or any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one (1) of the following methods: (a) electronic email by the last email noted in the Property Owners Association books; or (b) by telephone communication, either directly to the director or to a person at the director's office who would reasonably be expected to communicate such notice promptly to the director. Such notice shall be posted or communicated in a manner prescribed for a notice of regular meetings and shall be sent to all directors not less than four (4) days prior to the scheduled time of the meeting. All Members shall be given notice of the time and place of a special meeting, except for an emergency meeting, at least four days prior to the meeting. Notice may be given by posting the notice in a prominent place or places within the Common Area, by email, or delivery of the notice to each Unit in the project, or by newsletter or similar means of communication. Notices sent by first-class mail shall be deposited into a United States mailbox at least six (6) days before the time set for the meeting.

6.3. **EMERGENCY MEETINGS.** An emergency meeting of the Board of Directors may be called by the president, or by any two directors other than the president, if there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board, and which of necessity make it impracticable to provide the notices required by section 6.1. Notice of an emergency meeting may be given with as little advance notice as four (4) hours, if circumstances reasonably require it.

6.4. **QUORUM.** A majority of the directors then in office (but not less than three (3)) shall constitute a quorum for the transaction of

business. Every act performed or decision made by a majority of the directors meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by a majority of the required quorum for that meeting.

- 6.5. **OPEN MEETINGS.** Except as provided in section 6.6 and 6.7, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board. However, the Board shall establish a reasonable time limit for all Members of the Association to speak to the Board of Directors at any meeting of the Board of Directors, and permit any Member of the Association to speak at any meeting of the Board of Directors within such time limit.
- 6.6. **EXECUTIVE SESSION.** The Board may, with approval of majority of its members present at a meeting in which a quorum for the transaction of business has been established, or, if all members of the governing body are present, by a majority vote of the members, adjourn a meeting and reconvene in executive session to discuss and vote upon litigation, matters relating to the formation of contracts with third parties, Member discipline, or personnel matters. The nature of any and all business to be considered in executive session shall first be announced in open session. Any matter discussed in executive session shall be generally noted in the minutes of the Board of Directors. The Board shall meet in executive session, if requested by a Member who may be subject to a fine, penalty, or other form of discipline, and Member affected shall be entitled to attend the executive session.
- 6.7. **TELEPHONE MEETINGS.** Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at such meeting. Arrangements shall be made to enable any Member who desires to listen to the telephone meeting of the Board, to be able to do so. An explanation of the action taken shall be posted at a prominent place within the Common Area within three (3) days after the meeting. If the Common Area consists only of an easement or is otherwise unsuitable for posting the explanation of the action taken, the Board shall communicate said explanation by any means it deems appropriate.
- 6.8. **WAIVER OF NOTICE.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written



waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of the meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

- 6.9. **NOTICE OF ADJOURNED MEETING.** Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the directors who were not present at the time of the adjournment, and shall be posted at a prominent place within the Common Area. If the Common Area consists of an easement or is otherwise unsuitable for posting of such notice, the Board shall communicate the notice of the time and place of such meeting by any means it deems appropriate.
- 6.10. **ACTION WITHOUT MEETING.** Any action required or be taken by the Board of Directors may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. An explanation of the action taken shall be posted at a prominent place or places within the Common Area within the Common Area within three (3) days after the written consents of all Board members have been obtained. If the Common Area consists only of an easement or is otherwise unsuitable for posting the explanation of the action taken, the Board shall communicated said explanation by any means it deems appropriate.
- 6.11. **DEFINITION OF MEETING.** "Meeting" includes any congregation of a majority of the members of the Board at the same time and place to hear, discuss, or deliberate upon any item of business scheduled to be heard by the Board, except those matters that may be discussed in executive session.

## **ARTICLE VII**

### **7. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.**

- 7.1. **DUTIES.** The Board of Directors shall undertake and fulfill the following duties:
- 7.1.1. **Adopt Policies:** The Board shall adopt policies of the Association which shall consist of such resolutions adopted by the Board of Directors that fulfill the purposes of the Association. Said policies will serve the membership and management as the

statement of the specific objectives and purposes for which the Association exists.

7.1.2. **Oversight and Review of Administration of Association Affairs.** The Board shall review and direct the officers and any professional manager of the Association to assure that the policies of the Association are being accomplished in a reasonable and prudent manner and that the requirements for operation of the Project as set forth in the Project Documents and the laws applicable to the Project are fulfilled to the extent reasonable and appropriate.

7.1.3. **Supervision:** The Board shall supervise all officers, agents and employees of the Association to see that their duties are properly performed.

7.2. **POWERS.** The Board of Directors shall have power to:

7.2.1. **Assessments, Liens and Fines:** Levy and collect Assessments and impose fines as provided in section Article VIII of the Declaration.

7.2.2. **Enforcement (Notice and Hearing):** Enforce these Bylaws and/or the Declaration, provided that at least fifteen (15) days' prior notice of any charges (other than Assessments) or potential discipline or fine and the reasons therefore are given to the Member affected, and that an opportunity is provided for the Member to be heard, orally or in writing, not less than five (5) days before the imposition of the discipline or fine, said hearing to be before the Board. Any notice required herein shall be given by first-class or registered mail sent to the last address of the Member as shown on the Association's records.

7.2.3. **Delegation:** Delegate its authority and powers to officers or employees of the Association or to a professional manager employed by the Association. The Board may not delegate the authority: (I) to make expenditures for capital addition or improvements chargeable against the reserve funds; (ii) to conduct hearings concerning compliance by an Owner or his tenant, lessee, guest or invitee with the Declaration or Rules and regulations promulgated by the Board; (iii) to make a decision to levy monetary fines, impose special Assessments against individual Units, temporarily suspend an Owner's rights as a Member of the Association or otherwise impose discipline following any such hearing; (iv) to make a decision to levy annual or special Assessments; or (v) to make a decision to bring suit, record a claim of lien, or institute foreclosure proceedings for default in payment of Assessments. Any delegation shall be revocable by the Board at any time. The members of the Board, individually or collectively, shall not be liable for any omission or improper exercise by any professional manager of any such duty, power of



function so delegated by written instrument executed by a majority of the Board.

- 7.2.4. **Appointment of Trustee:** Appoint a trustee to enforce assessment liens by power of sale as provided in the Declaration and in California Civil Code Chapter 7 Article 1 Sections 6800 to 6828.
- 7.2.5. **Other Powers:** in addition to any other power contained herein, the Association may exercise the powers granted to a nonprofit mutual benefit associations as authorized by California Law.
- 7.3. **PROHIBITED ACTS.** The Board shall not take any of the following actions, except with the vote at a meeting of the Association, or by written ballot without a meeting pursuant to Corporations Code § 7513, of a simple majority of the Members, other than the Declarant:
  - 7.3.1. Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;
  - 7.3.2. Paying compensation to members of the Board or to the officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a member or officer to be reimbursed for the actual expenses, if reasonable, that are incurred in the performance of his duties.

#### ARTICLE VIII

#### 8. ASSOCIATION DUTIES AND RESPONSIBILITIES.

- 8.1. **ASSOCIATION DUTIES:** The Association shall, as provided in these Bylaws, through the Board, or through the professional manager undertake the following duties and responsibilities:
  - 8.1.1. **Insurance:** Maintain insurance as required by Article VII of the Declaration. The Association shall, upon issuance or renewal of insurance, but not less than annually, notify the Members as to the amount and type of insurance carried by the Association, and it shall accompany this notification with statements to the effect that the Association is or is not insured to the levels specified by Civil Code Chapter 8 Section, Section 6840, and that if the Association is not so insured that Owners may be individually liable for the entire amount of a judgment, and, if the Association is insured to the levels specified in the section, then the Owners may be individually liable only for their proportional share of the Assessments levied to pay the amount of any judgment which exceeds the limits of the association's insurance. The Association shall not levy any Assessment against the Members to pay the amount of any judgment against the

Association without a vote approving such Assessment or written consent of a majority of the Members.

- 8.1.2. **Discharge of Liens:** Discharge by payment, if necessary, any lien against the Common Area and assess the cost thereof to the member or Members responsible for the existence of the lien (after notice and hearing as required by these Bylaws);
- 8.1.3. **Assessments:** Fix, levy, collect and enforce Assessments as set forth in Article VIII of the Declaration;
- 8.1.4. **Expenses and Obligations:** Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- 8.1.5. **Records:** Cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members; keep adequate and correct books and records of account, minutes of proceedings of its Members, Board and committees, and a record of its Members giving their names and addresses and classes of membership;

#### ARTICLE IX

#### 9. OFFICERS AND THEIR DUTIES.

- 9.1. **Enumeration of Officers.** The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Chief Financial Officer, and such other officers as the Board may from time to time by resolution create.
- 9.2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.
- 9.3. **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or is removed, or is found by the Board to be disqualified to serve.
- 9.4. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- 9.5. **Resignation and Removal.** Any officer may be removed from office (but not from the Board, if the officer is also a Board member) by the Board with cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such

resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

9.7. **Duties.** The duties of the officers are as follows:

9.7.1. **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are communicated to any professional manager and carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all promissory notes. The President shall have the general powers and duties of management usually vested in the office of the President of a California nonprofit mutual benefit association, and shall have such powers and duties as may be prescribed by the Board or by these Bylaws;

9.7.2. **Vice President.** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board;

9.7.3. **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board of the Members; keep appropriate current records showing the Members of the Association together with the addresses, and shall perform such other duties as required by the Board;

9.7.4. **Chief Financial Officer.** The Chief Financial Officer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; shall keep proper books of account; shall prepare and shall distribute budgets and financial statements to each Member as required under these Bylaws, and by applicable laws.

#### ARTICLE X

#### 10. COMMITTEES.

10.1. **Other Committees.** In addition, the Board of directors shall appoint other committees as deemed appropriate in carrying out its purpose.

10.2. **Limitations on Committees.** No committee, regardless of Board resolution, may: (a) take any final action on matters which, under the Nonprofit Corporation Law of California, also requires Members' approval; (b) fill vacancies on the Board of Directors or in any



committee; amend or repeal Bylaws or adopt new Bylaws; (d) amend or repeal any resolution of the Board of Directors; (e) appoint any other committees of the Board of Directors or the members of those committees; (f) approve any transaction to which the Association is a party and in which one (1) or more directors have a material financial interest.

- 10.3. **Purpose of Committees.** The purpose of all committees shall be to assist the Board of Directors in the development of policies and to assist in the oversight and assessment of the Association policies. No committee shall be assigned, delegated or chartered in any manner, which would authorize them to take final action in the name of the Association. No committee, officer of a committee or member of the committee shall take any action that is assigned to the Office of the President or other Officers of the Association. All committees shall report to the Board and shall serve at the pleasure of the Board. Committees of the Board shall not have authority to direct contractors, agents or Officers of the Association.

#### ARTICLE XI

#### 11. BOOKS AND RECORDS.

- 11.1. **Inspection by Members.** The membership register (including names, mailing addresses, telephone numbers and voting rights), accounting books and records and minutes of meetings of the Members, of the Board (and including drafts and summaries), and of committees shall be made available for inspection and copying by any Member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place within the Project as the Board shall prescribe. Board minutes, proposed minutes or draft or summary thereof (other than those from an executive session) shall be available to Members within thirty (30) days of the meetings, and shall be distributed to any Member upon request and upon reimbursement of the cost in making that distribution.

- 11.2. **Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- 11.2.1. Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- 11.2.2. Hours and days of the week when such an inspection may be made;
- 11.2.3. Payment of the cost of reproducing copies of documents requested by a Member.

- 11.3. **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records and

documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents, at the expense of the Director requesting.

- 11.4. **Documents Provided by Association:** Upon written request, the Association through the Secretary, or the Association's professional manager, Choice Enterprise, within twenty (20) days of the mailing or delivery of such request, provide the Owner of a Unit with a copy of the governing documents of the Project, a copy of the most recent budget and statements of the Association distributed pursuant to section 12.1 together with a true statement in writing from an authorized representative of the Association as to the amount of the Association's current regular and special Assessments and fees, as well as any Assessments levied upon the Owner's interest which are unpaid on the date of the statement, including late charges, interest, and costs of collection which as of the date of the statement, are or may be made alien upon the Owner's Condominium. The Board may impose a fee for providing the foregoing which may not exceed the reasonable cost to prepare and reproduce the requested documents.

#### **ARTICLE XII**

#### **12. FINANCIAL REQUIREMENTS.**

- 12.1. **Budgets and Financial Statements:** the Association shall cause to be prepared and distributed budgets and financial statements to each Member consisting of a pro forma operating budget for each fiscal year which shall be distributed not less than thirty (30) nor more than ninety (90) days before the beginning of the fiscal year.

#### **ARTICLE XIII**

#### **13. MISCELLANEOUS.**

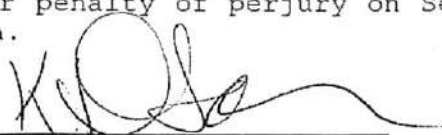
- 13.1. **Amendments.** Prior to close of escrow on the sale of the first Unit, Declarant may amend these Bylaws. After sale of the first Unit, these Bylaws may be amended, only by the affirmative vote (in person or by proxy) or written consent of Members representing a majority of a quorum of the Association voting structure is still in effect, by vote of a majority of each class of Members. However, the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.
- 13.2. **Conflicts.** In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**CERTIFICATE**

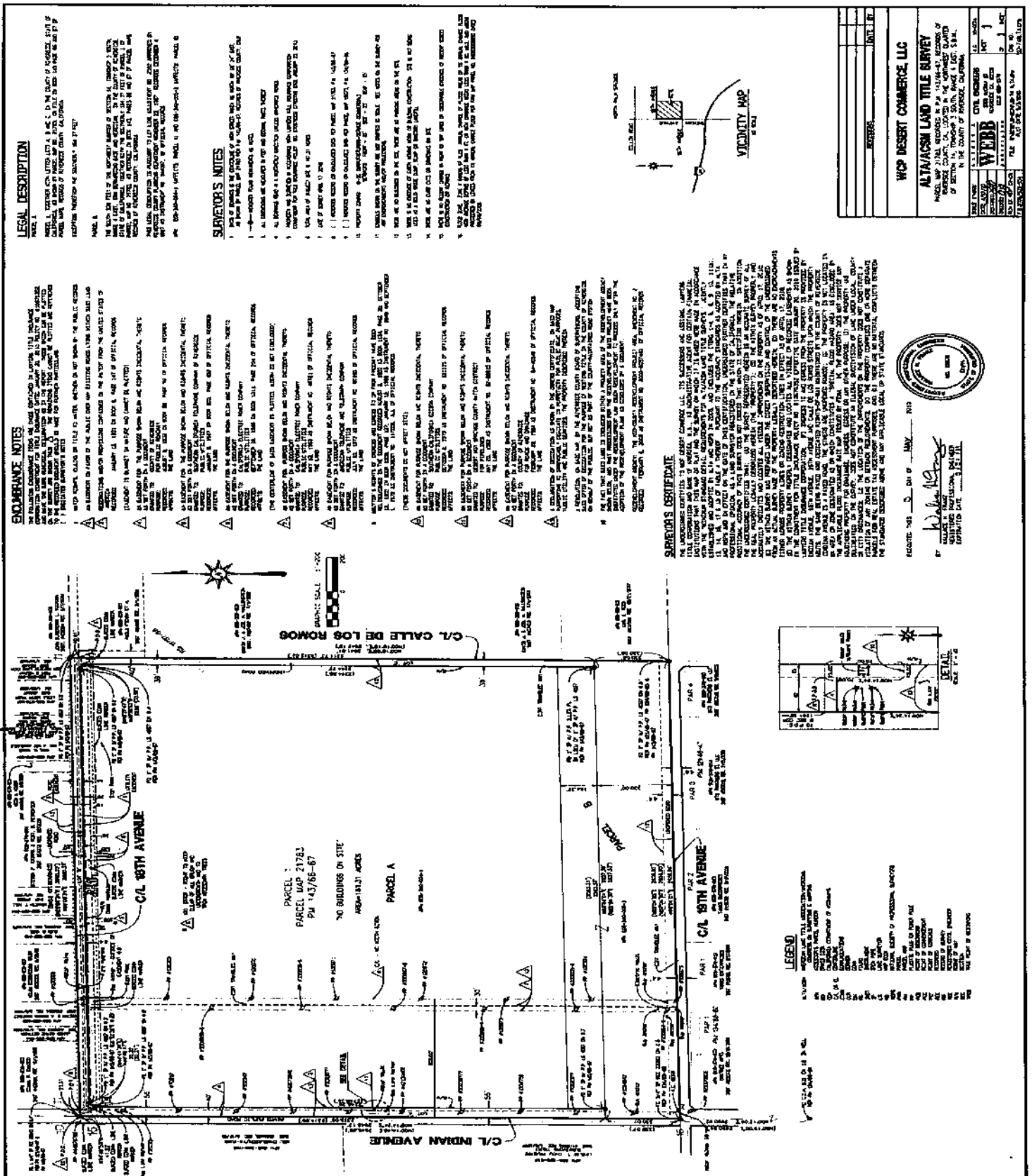
I, the undersigned, the duly elected and acting Secretary of **INDIAN CANYON & 18th PROPERTY OWNERS ASSOCIATION**, a California non-profit corporation, do hereby certify that the foregoing Bylaws were adopted as the Bylaws of the Association on September 5, 2018, and that the same do now constitute the Bylaws of the Association.

This Certificate is executed under penalty of perjury on September 5, 2018, at Rancho Mirage, California.

Dated: 9/5/18

x   
Secretary

## The Enabling Property Area





**PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER**

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


www.riversideact.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:  
(Print or type the page number(s) and wording below):

**Page 107**

**ENCUMBRANCE NOTES**

The following encumbrance items are those contained in Lawyers Title Insurance Corporation commitment for the Title Insurance dated January 20, 2010 Policy No. 610670352, and have the same numerical designation as in the report. Those which can be plotted on the survey are show thus . The remaining items cannot be plotted and reference to the recorded document should be made for further particulars.

[ ] indicates surveyor's notes.

1. Water rights, claims or title to water, whether or not shown by public records.



- An easement in favor of the pubic over any existing roads lying within said land.



- Reservations and/or provisions contained in the patent from the United States of America  
Recorded: January 12, 1931 in Book 8, Page 147, of official records



- An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted To: County of Riverside  
Purpose: For Public Roadway  
Recorded: August 2, 1932 in Book 86, Page 92 of official records  
Affects: The Land



- An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted To: Southern California Telephone Company of Riverside  
Purpose: Public Utilities  
Recorded: January 6, 1947, 1932 in Book 800, Page 482 of official records  
Affects: The Land



- An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted To: California Electric Power Company  
Purpose: Public Utilities  
Recorded: September 16, 1948 in Book 1011, Page 204 of official records  
Affects: The Land



[The centerline of said easement is plotted. Width is not disclosed]

- An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted To: California Electric Power Company  
Purpose: Public Utilities  
Recorded: May 18, 1962, as Instrument No. 4678 of official records  
Affects: The Land

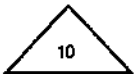




An easement for the purpose shown below and rights incidental thereto as set forth in a document  
 An easement for the purpose shown below and rights incidental thereto as set forth in a document  
 Granted To: America Telephone and Telegraph Company  
 Purpose: Public Utilities  
 Recorded: July 10, 1972, as Instrument No. 90165 of official records  
 Affects: The Land

9. Abutter's rights of ingress and egress to or from freeway have been relinquished in the document recorded August 2, 1950 as Book 1194, Page 30; October 18, 1955 in Book 1808, page 127; January 12, 1966 as Instrument No. 3948 and September 1, 1972 as Instrument No. 117869. All of official records.

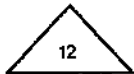
[These documents do not affect site]



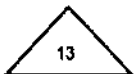
An easement for the purpose shown below and rights incidental thereto as set forth in a document  
 Granted To: Southern California Edison Company  
 Purpose: Public Utilities  
 Recorded: October 2, 1975 as Instrument No. 12115 of official records  
 Affects: The Land



An easement for the purpose shown below and rights incidental thereto as set forth in a document  
 Granted To: Desert Hot Springs County Water District  
 Purpose: For Pipelines  
 Recorded: May 20, 1982 as Instrument No. 82-86915 of official records  
 Affects: The Land



An easement for the purpose shown below and rights incidental thereto as set forth in a document  
 Granted To: County of Riverside  
 Purpose: For Roads and Drainage  
 Recorded: February 28, 1984 as Instrument No. 84-40546 of official records  
 Affects: The Land



A declaration of dedication as shown by the Owner's certificate, on said Map, purporting to irrevocably dedicate in perpetuity for public road purposes, public utility and public services. The property described therein.

A resolution of said Map, by the Riverside County Board of Supervisors, accepting said offer of dedication for the purpose of vesting title in the County of Riverside on behalf of the public. But not as part of the county maintained road system.

16. The fact that said land is included within the project area of the redevelopment agency shown below, and that the proceedings for the redevelopment of said project have been instituted under the redevelopment law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by document

Redevelopment Agency: The Mid-County Redevelopment Project Area, Amendment No. 2  
 Recorded: February 6, 2009 as Instrument No. 2009-0057440, of official record.

THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION AND IS NOT TO BE RELEASED TO THE PUBLIC WITHOUT THE WRITTEN CONSENT OF THE DIRECTOR OF THE FBI. IT IS THE POLICY OF THE FBI TO MAKE AVAILABLE TO THE PUBLIC INFORMATION THAT IS NOT OF A CONFIDENTIAL NATURE AND IS NOT IN THE INTEREST OF THE NATIONAL DEFENSE TO WITHHOLD FROM THE PUBLIC. IT IS THE POLICY OF THE FBI TO MAKE AVAILABLE TO THE PUBLIC INFORMATION THAT IS NOT OF A CONFIDENTIAL NATURE AND IS NOT IN THE INTEREST OF THE NATIONAL DEFENSE TO WITHHOLD FROM THE PUBLIC.

<sup>1</sup> 本報告は、2009年7月1日現在に於ける調査結果に基づき作成されたものである。

IN REQUEST IN FAVOR OF THE ABUSE OF THE EXISTING POWER AND OTHER SUCH AND

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DATE: 11/11/2011 11:11 AM

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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 08-22-2011 BY 60322 UCBAW

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 08-11-2010 BY 60322 UCBAW

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 05-10-2011 BY 60322 UCBAW

U.S. DEPT. OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C. 20535

NAME: ALAN J. GALT  
 ADDRESS: 1000 E. 12th St. Apt. 101, Denver, CO 80202

10-10-1964

 Im Folgenden sind die Platten, welche in das Gehäuse des Gerätes eingesetzt werden, angegeben.

CLASS: 12  
PAGE: 1

RECEIVED  
OFFICE

(THE CLASSIFICATION OF EACH PAGE OF THIS DOCUMENT)

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DATE 08-01-2001 BY 60322 UCBAW

Chemical Abstracts: ELECTRICITY Power generation  
and use. (1973)

CLASSIFIED BY: 6032  
DATE: 10/20/2010

Je größer das rote Rechteck, desto mehr ist die Batterie geladen.

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INVEST. FID. LEND

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【附註】 諸君の注意を引くべき事は、

11 No (unclassified) Pub Release Below LINE and FIVE DECLASSIFY DATE

சென்னை, 15 நவம்பர் (ஐ.வி.என்) - தமிழக அரசு, கிராம சபைகள் மூலம் கிராம சபைகளில் உள்ள பணியாளர்களை நேரடியாக நியமிக்க உத்தேசம் செய்துள்ளது. இதன் கீழ் கிராம சபைகளில் உள்ள பணியாளர்களை நேரடியாக நியமிக்க உத்தேசம் செய்துள்ளது. இதன் கீழ் கிராம சபைகளில் உள்ள பணியாளர்களை நேரடியாக நியமிக்க உத்தேசம் செய்துள்ளது.

DECLASSIFIED BY: 6032  
ON: 08-01-2014

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DATE 07-07-01 BY 60322 UCBAW

DATE: 01/01/2000  
TIME: 10:00 AM  
PAGE: 1

DATE: 10/14/79 TIME: 1:00

Do I understand you correctly that you are not a member of the National Association of Broadcasters?

[illegible]

RECEIVED  
OFFICE

**A** : 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839.

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THIS STATE OF TEXAS, COUNTY OF DALLAS, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk of said County.

RE THE FACT THAT THE [REDACTED] WITHIN A PERIOD OF ONE MONTH FROM THE DATE OF THE FIRST REPORT OF THE [REDACTED] TO THE [REDACTED] AND THE [REDACTED] TO THE [REDACTED]

[illegible]

【参考文献】 宋永毅. 2000. 中国人口老龄化与人口政策. 人口研究, 24(2): 1-6.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

The undersigned certifies to WCP Desert Commerce LLC, its successors and assignees, Lawyer Title Corporation and Bank of America, N.A., as administrative agent for certain financial institutions that Map or Plat and the survey on which it is based were made in accordance with the "minimum standard details requirement for Alta/ACSM land title surveys," jointly established and adopted by Alta and NSPS in 2005, and includes the items 1-4, 6, 8, 9, 10, 11(a), 13, 14, 16, 17 & 18 of table A thereof. Pursuant to the accuracy standards of as adopted by Alta and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of California, the relative positioning accuracy of this survey does not exceed that which is specified herein. In addition, the undersigned certifies that: (A) The survey represented herein is an accurate survey of all the real property legally described herein (The "Property"); (B) The within survey properly and accurately indicates and locates all visible improvements on the property as of April 17, 2010; (C) The written survey was prepared under the direct supervision and control of the undersigned from an actual survey made of the property legally described herein; (D) There are no encroachments either across property lines or zoning restrictions lines in effect as of April 17, 2010; (E) The within survey properly designates and locates all visible or recorded easements as shown in the commitment to the title insurance policy no. 610670352, effective date January 20, 2010 issued by Lawyers Title Insurance Corporation; (F) Ingress and Egress from the property is provided by Indian Avenue, 18<sup>th</sup> Avenue, 19<sup>th</sup> Avenue and Calle De Los Romos streets upon which the property abuts, the same being paved and dedicated rights-of-ways maintained by the County of Riverside (Indian Avenue is a paved road, the others are unopened roads); (G) The property is not located in an area or zone designated or which constitutes a "special flood hazard area" as disclosed by the applicable flood insurance rate map issued by FEMA; (H) The property does not service any adjoining property for drainage, ingress, egress or other purpose; (I) The property (as delineated) on the survey, does not constitute an illegal subdivision of land under local, county, or city ordinances; (J) The location of the improvements on the property does not constitute a violation of any zoning or setback requirements; (K) The property comprises one or more separate parcels for real estate and tax assessment purposes; and (L) There are no material conflicts between the standards described above and any applicable local or state standards.

Page 76/Parcel Map 37158

Executed this 3<sup>rd</sup> day of May, 2010

By: Wallace H. Franz  
Registered Professional Engineer  
Expiration Date: 3.31.11

### SURVEYOR'S CERTIFICATE

THE UNDERSIGNED CERTIFIES TO MCP DESERT COMMERCE LLC, ITS SUCCESSORS AND ASSIGNS, LAWYERS TITLE CORPORATION AND BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT FOR CERTAIN FINANCIAL INSTITUTIONS THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2008, AND INCLUDES THE ITEMS 1-4, 6, 8, 9, 10, 11(a), 13, 14, 16, 17 & 18 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN. IN ADDITION, THE UNDERSIGNED CERTIFIES THAT: (A) THE SURVEY REPRESENTED HEREIN IS AN ACCURATE SURVEY OF ALL THE REAL PROPERTY LEGALLY DESCRIBED HEREIN (THE "PROPERTY"); (B) THE WITHIN SURVEY PROPERTY AND ACCURATELY INDICATES AND LOCATES ALL VISIBLE IMPROVEMENTS ON THE PROPERTY AS OF APRIL 17, 2010; (C) THE WITHIN SURVEY WAS PREPARED UNDER THE DIRECT SUPERVISION AND CONTROL OF THE UNDERSIGNED FROM AN ACTUAL SURVEY MADE OF THE PROPERTY LEGALLY DESCRIBED HEREIN; (D) THERE ARE NO ENCROACHMENTS EITHER ACROSS PROPERTY LINES OR ZONING RESTRICTION LINES IN EFFECT AS OF APRIL 17, 2010; (E) THE WITHIN SURVEY PROPERTY DESIGNATES AND LOCATES ALL VISIBLE OR RECORDED EASEMENTS AS SHOWN IN THE COMMITMENT FOR TITLE INSURANCE POLICY NO. 810670262 EFFECTIVE DATE JANUARY 20, 2010 ISSUED BY LAWYERS TITLE INSURANCE CORPORATION; (F) INGRESS TO AND EGRESS FROM THE PROPERTY IS PROVIDED BY INDIAN AVENUE, 10TH AVENUE, 10TH AVENUE AND CALLE DE LOS RIMOS STREETS UPON WHICH THE PROPERTY ABUTS, THE SAME BEING PAVED AND DEDICATED RIGHTS-OF-WAY MAINTAINED BY THE COUNTY OF RIVERSIDE (INDIAN AVENUE IS A PAVED ROAD, THE OTHERS ARE UNPAVED ROADS); (G) THE PROPERTY IS NOT LOCATED IN AN AREA OR ZONE DESIGNATED AS OR WHICH CONSTITUTES A "SPECIAL FLOOD HAZARD AREA" AS DISCLOSED BY THE APPLICABLE FLOOD INSURANCE RATE MAP ISSUED BY FEMA; (H) THE PROPERTY DOES NOT SERVICE ANY ADJOINING PROPERTY FOR DRAINAGE, INGRESS, EGRESS OR ANY OTHER PURPOSE; (I) THE PROPERTY (AS DELINEATED) ON THE SURVEY, DOES NOT CONSTITUTE AN ILLEGAL SUBDIVISION OF LAND UNDER LOCAL, COUNTY OR CITY ORDINANCES; (J) THE LOCATION OF THE IMPROVEMENTS ON THE PROPERTY DOES NOT CONSTITUTE A VIOLATION OF ANY ZONING OR SETBACK REQUIREMENTS; (K) THE PROPERTY COMPRISES ONE OR MORE SEPARATE PARCELS FOR REAL ESTATE TAX ASSESSMENT PURPOSES; AND (L) THERE ARE NO MATERIAL CONFLICTS BETWEEN THE STANDARDS DESCRIBED ABOVE AND ANY APPLICABLE LOCAL OR STATE STANDARDS.

EXECUTED THIS 3 DAY OF MAY, 2010.

BY:

Wallace H. Franz  
WALLACE H. FRANZ  
REGISTERED PROFESSIONAL ENGINEER  
EXPIRATION DATE: 3/31/11



### LEGAL DESCRIPTION

#### Parcel A

Parcel 1, together with lots A, B and C, in the County of Riverside, State of California, as shown by Parcel Map No. 21783, on file in Book 143, Page 66 of parcel maps, records of Riverside County, California.

Excepting therefrom the Southerly 164.37 feet.

#### Parcel B

The South 330 feet of the Northwest quarter of section 14, Township 3 South, Range 4 East, San Bernardino base and meridian, in the county of Riverside, State of California, together with the Southerly 164.37 feet of Parcel 1 of Parcel Map No. 21783, as recorded in Book 143, Pages 66 and 67, of Parcel Maps, records of Riverside County, California.

This legal description is pursuant to Lot Line Adjustment No. 2582 approved by Riverside County Planning Department November 23, 1987; recorded December 4, 1987 as Instrument No. 344367, of office records.

### LEGAL DESCRIPTION

#### PARCEL A:

PARCEL 1, TOGETHER WITH LETTER LOTS A, B AND C, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP NO. 21783, ON FILE IN BOOK 143 PAGE 66 AND 67 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA:

EXCEPTING THEREFROM THE SOUTHERLY 164.37 FEET.

#### PARCEL B:

THE SOUTH 330 FEET OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOGETHER WITH THE SOUTHERLY 164.37 FEET OF PARCEL 1 OF PARCEL MAP NO. 21783, AS RECORDED IN BOOK 143, PAGES 66 AND 67 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THIS LEGAL DESCRIPTION IS PURSUANT TO LOT LINE ADJUSTMENT NO. 2582 APPROVED BY RIVERSIDE COUNTY PLANNING DEPARTMENT NOVEMBER 23, 1987; RECORDED DECEMBER 4, 1987 AS INSTRUMENT NO. 344367, OF OFFICIAL RECORDS.

APN: 000-340-004-1 (AFFECTS: PARCEL A) AND 000-340-006-3 (AFFECTS: PARCEL B)

PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER  
Certification

## SURVEYOR'S NOTES

1. Basis of Bearings is the centerline of 18<sup>th</sup> street taken as North 89° 08' 24" East, as shown by Parcel Map 21783 per P.M. 143/66-67, records of Riverside County, Calif.
2. —●— Indicates found monuments as noted
3. All dimensions are measured in feet and decimal parts thereof
4. All bearings read in northerly directions unless otherwise noted
5. Property was surveyed in accordance with Lawyers Title Insurance Corporation committed for title insurance policy no. 610670352 effective date January 20, 2010.
6. Total area of subject site is 161.31 acres
7. Date of survey April 7, 2010
8. ( ) Indicates record or calculated data per Parcel Map 21783, P.M. 143/66-67
9. [ ] Indicates record or calculated data per Parcel Map 19073, P.M. 134/88-89
10. Property Zoning: M-SC (Manufacturing-Service Commercial)
  - i. Setbacks: Front – 25' Side – 25' Rear – 25'
11. Symbols shown on the survey are not drafted to scale. See notes on the survey for any encroachments and/or projections.
12. There are no buildings on the site. There are no parking areas on the site.
13. There is no evidence of earth moving work or building construction. Site is not being used as a solid waste dump, sump or sanitary landfill.
14. There are no curb cuts or driveways on site
15. There is no recent change in right of way lines or observable evidence of recent street construction or repairs
16. Flood Zone: Zone X (areas of 0.2% annual chance of floods, areas of 1% annual chance of flood, with average depths of less than 1 ft. or with drainage areas of less than 1 sq. mile.; and areas protected by levees from 1% annual chance flood per firm map panel no. 06065C0895G dated 08/08/2008.

## SURVEYOR'S NOTES

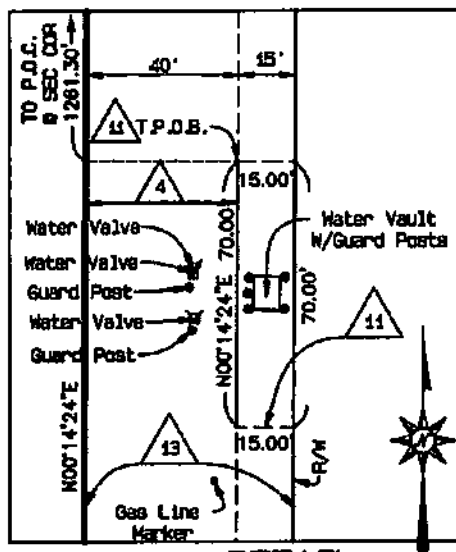
1. BASIS OF BEARINGS IS THE CENTERLINE OF 18TH STREET TAKEN AS NORTH 89° 08' 24" EAST, AS SHOWN BY PARCEL MAP 21783 PER P.M. 143/66-67, RECORDS OF RIVERSIDE COUNTY, CALIF.
2. —●— INDICATES FOUND MONUMENTS AS NOTED.
3. ALL DIMENSIONS ARE MEASURED IN FEET AND DECIMAL PARTS THEREOF.
4. ALL BEARINGS READ IN A NORTHERLY DIRECTION UNLESS OTHERWISE NOTED.
5. PROPERTY WAS SURVEYED IN ACCORDANCE WITH LAWYERS TITLE INSURANCE CORPORATION COMMITMENT FOR TITLE INSURANCE POLICY NO. 610670352 EFFECTIVE DATE JANUARY 20, 2010.
6. TOTAL AREA OF SUBJECT SITE IS 161.31 ACRES.
7. DATE OF SURVEY APRIL 17, 2010.
8. ( ) INDICATES RECORD OR CALCULATED DATA PER PARCEL MAP 21783, P.M. 143/66-67.
9. [ ] INDICATES RECORD OR CALCULATED DATA PER PARCEL MAP 19073, P.M. 134/88-89.
10. PROPERTY ZONING: M-SC (MANUFACTURING-SERVICE COMMERCIAL)  
SETBACKS: FRONT – 25' SIDE – 25' REAR – 25'
11. SYMBOLS SHOWN ON THE SURVEY ARE NOT DRAFTED TO SCALE. SEE NOTES ON THE SURVEY FOR ANY ENCROACHMENTS AND/OR PROJECTIONS.
12. THERE ARE NO BUILDINGS ON THE SITE. THERE ARE NO PARKING AREAS ON THE SITE.
13. THERE IS NO EVIDENCE OF EARTH MOVING WORK OR BUILDING CONSTRUCTION. SITE IS NOT BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
14. THERE ARE NO CURB CUTS OR DRIVEWAYS ON SITE.
15. THERE IS NO RECENT CHANGE IN RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF RECENT STREET CONSTRUCTION OR REPAIRS.
16. FLOOD ZONE: ZONE X (AREAS OF 0.2% ANNUAL CHANCE OF FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FT. OR WITH DRAINAGE AREAS LESS THAN 1 SQ. MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD PER FIRM MAP PANEL NO. 06065C0895G DATED 08/08/2008.

## LEGEND

## LEGEND

ALTA/ACSM	AMERICAN LAND TITLE ASSOCIATION/AMERICAN CONGRESS ON SURVEYING & MAPPING
APN	ASSESSOR'S PARCEL NUMBER
BD	BRASS DISK
CDH	CALIFORNIA DEPARTMENT OF HIGHWAYS
C/L OR CL	CENTERLINE
COMM	COMMUNICATIONS
COR	CORNER
DN	DOWN
FD	FOUND
INST	INSTRUMENT
IP	IRON PIPE
LS	LAND SURVEYOR
MB	MAP BOOK
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
PAR	PARCEL
PM	PARCEL MAP
PP	PLASTIC PLUG OR POWER POLE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POT	POINT OF TERMINUS
REC	RECORDED
RS	RECORD OF SURVEY
RCE	REGISTERED CIVIL ENGINEER
R/W	RIGHT OF WAY
SEC	SECTION
TPOB	TRUE POINT OF BEGINNING

## DETAIL



## DETAIL

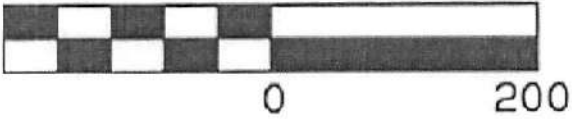
SCALE: 1" = 40'

PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER  
Certification



GRAPHIC SCALE

GRAPHIC SCALE 1"=200'



Date:

*Dec 17, 2019*

Signature:

*Lauren Gifford*

Print Name:

*Lauren Gifford*

ACR 601 (Rev. 09/2005)

Available in Alternate Formats