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DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF RIVER ISLANDS

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DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF RIVER ISLANDS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIVER ISLANDS ("**Declaration**") is made by RIVER ISLANDS DEVELOPMENT, LLC, a California limited liability company ("**Declarant**").

ARTICLE I APPLICABILITY AND DISCLOSURES

1.1 **PROPERTY OWNED BY DECLARANT**: Declarant is the owner of all the real property and Improvements thereon located in the City of Lathrop, County of San Joaquin, State of California, described as follows:

Lots 1 through 61, inclusive, as shown on that certain map entitled "Tract 3703 River Islands – Village C2" filed of record on DEC. 20, 2013, in Book 42 of Maps and Plats, at Page 5, in the Official Records of San Joaquin County.

Lots 1 through 34, inclusive, as shown on that certain map entitled "Tract 3704 River Islands – Village C3" filed of record on _____, 2013, in Book 42 of Maps and Plats, at Page 4, in the Official Records of San Joaquin County.

Lots 1 through 46, inclusive, as shown on that certain map entitled "Tract 3705 River Islands – Village I1" filed of record on DEC. 20, _____, 2013, in Book 42 of Maps and Plats, at Page 6, in the Official Records of San Joaquin County.

1.2 **APPLICABILITY OF RESTRICTIONS**:

1.2.1 **GENERALLY**: Declarant hereby declares that the Project and all Improvements thereon are subject to the provisions of this Declaration. The Project shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions and restrictions stated in this Declaration. All such covenants, conditions and restrictions are declared to be in furtherance of the plan for the subdivision, improvement and sale of the Project. All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration shall run with the Project and shall inure to the benefit of and be binding on all Owners and all other parties having or acquiring any right, title or interest in any part of the Project.

1.2.2 **DECLARATION OF ANNEXATION**: After recordation of a Declaration of Annexation and the conveyance of title to a Lot or Condominium Unit described in the Declaration of Annexation, the property described in the Declaration of Annexation shall constitute a part of the Project and be subject to this Declaration.

1.2.3 **PROJECT NOT A COMMON INTEREST DEVELOPMENT**: This Declaration shall not be interpreted to establish a "Common Interest Development," as that term is defined in California

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Civil Code Section 4100 (or any successor statute), and the Project shall not be subject to the Davis-Stirling Common Interest Development Act.

1.2.4 **EXEMPT PROPERTY**: Any real property owned by the City, a District, a public or charter school district, or a governmental agency or unit or a public or quasi-public entity, agency or utility company is exempt from this provisions of this Declaration during such time as such real property is used for governmental purposes.

1.3 **PHASES OF PROJECT**: The Project and the Annexable Property are intended to be developed in two (2) or more Phases. The first Phase consists of the real property described in Section 1.1 (Property Owned By Declarant). Prior to annexation, the Annexable Property will not be subject to any provision of this Declaration. Declarant may, but has no obligation to, annex all or any portion of the Annexable Property to the Project by recording a Declaration of Annexation in compliance with the provisions of this Declaration. After recordation of a Declaration of Annexation, the property described therein will constitute a part of the Project and will be subject to this Declaration.

1.4 **CONDOMINIUMS**: Portions of the Annexable Property may be approved by the City for different types of residential development. In the event that any portion of the Annexable Property is described in a Declaration of Annexation as a "condominium project" as defined in California Civil Code Section 4125 and is subject to a Supplemental Declaration which governs that condominium project, the term "**Residence**" shall include the Condominium Units in that portion of the Annexable Property.

1.5 **BOUNDARY MODIFICATIONS**: If the boundaries of real property change as a result of one or more subsequently recorded final maps, amended final maps, parcel maps, amended parcel maps, certificates of correction, lot line adjustments and/or records of survey, then, for all purposes of this Declaration:

1.5.1 **ADDED TO LOT OR CONDOMINIUM UNIT**: Property which is removed from a Lot or Condominium Unit and added to another Lot or Condominium Unit shall thereafter be part of that Lot or Condominium Unit;

1.5.2 **REMOVED FROM DECLARATION**: Property which is removed from a Lot or Condominium Unit and added to real property which is not subject to this Declaration shall no longer constitute a part of such Lot or Condominium Unit and shall no longer be subject to this Declaration; and

1.5.3 **ADDED TO DECLARATION**: Property not subject to this Declaration which is added to a Lot or Condominium Unit shall be part of the Lot or Condominium Unit to which it is added and shall automatically be subject to all provisions of this Declaration.

1.6 **DISCLOSURES**: The following disclosures were correct as of the date of recordation of this Declaration:

1.6.1 **NOTICE OF AIRPORT IN VICINITY**: This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

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1.6.2 **DISTRICTS**: Some or all of the Lots in the Project are within the boundaries of the Districts and other districts which will levy taxes or assessments against some or all Lot or Condominium Units. Each Owner will be required to pay all such taxes or assessments levied whether collected with property taxes or otherwise.

1.6.3 **NOTICE OF RIGHT TO FARM**: The Project is located within an agricultural area. The City has adopted a Right to Farm Ordinance which is intended to protect agricultural activities conducted or maintained for commercial purposes in a manner consistent with proper and accepted customs and standards. The City Right to Farm Ordinance requires a disclosure to be provided by any Owner of a Lot or Condominium Unit to any prospective purchase in the following form:

> "The City of Lathrop permits operation of properly conducted agricultural operations within the city limits, including those that utilize chemical fertilizers and pesticides. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED CLOSE TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. Consequently, depending on the location of your property, it may be necessary that you be prepared to accept such inconveniences or discomfort as normal and necessary aspect of living in an agriculturally active region."

In addition to the disclosure required by the City Right to Farm ordinance, state law requires that the following notice be given.

NOTICE OF RIGHT TO FARM

> This property is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

1.6.4 **RIVER ISLANDS URBAN DESIGN CONCEPT**: The City requires the following disclosure:

> "This project is contained within the boundaries of the River Islands Urban Design Concept, and as such, is subject to certain design guidelines, development standards and siting techniques

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which have been incorporated into the required standards for the River Islands Urban Design Concept on file with the Community Development Department."

ARTICLE II
DEFINITIONS

Unless the context clearly indicates a different meaning, the terms used in this Declaration, the Map, and any grant deed to a Lot or Condominium Unit shall have the meanings specified in this Article.

2.1 **ALTERATION**: The term "**Alteration**" shall mean constructing, performing, installing, remodeling, repairing, replacing, demolishing, and/or changing any Improvement or the color, tone, intensity, shade or hue of any Improvement.

2.2 **ANNEXABLE PROPERTY**: The term "**Annexable Property**" shall mean the real property described on Exhibit "A" and all Improvements situated on such real property.

2.3 **ARCHITECTURAL COMMITTEE**: The term "**Architectural Committee**" shall mean the committee described in Article VII (Architectural and Landscaping Control).

2.4 **ASSOCIATION**: The term "**Association**" shall mean an "association" as defined in Section 4080 of the California Civil Code which is referred to and governed by a Supplemental Declaration, provided, that all members of such association are Owners.

2.5 **CITY**: The term "**City**" shall mean the City of Lathrop, California.

2.6 **CONDOMINIUM UNIT**: The term "**Condominium Unit**" shall mean any portion of the Annexable Property which is described in a Declaration of Annexation as being within a "condominium project" as defined in California Civil Code Section 4125 and is subject to a Supplemental Declaration which defines such portion of the Annexable Property as a "unit" or "separate interest" as that term is defined in California Civil Code Sections 4125 and 4185(a)(2).

2.7 **COUNTY**: The term "**County**" shall mean the County of San Joaquin, California.

2.8 **DECLARANT**: The term "**Declarant**" shall mean River Islands Development, LLC, a California limited liability company. The term "Declarant" shall also mean any person or entity if (i) a notice signed by a Declarant and such person or entity has been recorded in the County in which such person or entity assumes the rights and duties of Declarant to some portion of the Project or the Annexable Property or (ii) such person or entity acquires all of the Project and all of the Annexable Property then owned by a Declarant which must be include one (1) or more Superpads or more than one (1) Lot or Condominium Unit. There may be more than one Declarant at any given time.

2.9 **DECLARATION**: The term "**Declaration**" shall mean this Declaration of Covenants, Conditions and Restrictions of River Islands and any amendments hereto.

2.10 **DECLARATION OF ANNEXATION**: The term "**Declaration of Annexation**" shall mean any instrument recorded in the County which extends the provisions of this Declaration to all or a portion of the Annexable Property and includes any subsequently recorded amendments.

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2.11 **DISTRICT**: The term "**District**" shall mean Lathrop Irrigation District, Island Reclamation District 2062, River Islands Public Financing Authority and/or Geologic Hazard Abatement District. The term District also includes any joint powers authority created by two (2) or more of these Districts pursuant to a joint powers agreement entered into pursuant to the Joint Exercise of Powers Act (Government Code Section 6500 et seq.). The Project or portions of the Project may be in other governmental districts; however, for purposes of this Declaration, the term "District" is restricted to the foregoing.

2.12 **IMPROVEMENTS**: The term "**Improvements**" shall mean everything constructed, installed or planted on real property, including without limitation, buildings, streets, fences, walls, paving, pipes, wires, grading, landscaping and other works of improvement as defined in Section 3106 of the California Civil Code, excluding only those Improvements or portions thereof which are dedicated to the public or a public or quasi-public entity or utility company, and accepted for maintenance by the public, such entity or utility company.

2.13 **INVITEE**: The term "**Invitee**" shall mean any person whose presence within the Project is approved by or is at the request of a particular Owner, including, but not limited to, lessees, tenants, and the family, guests, employees, licensees or invitees of Owners, tenants or lessees.

2.14 **LAKE**: The term "**Lake**" shall mean the lake and lake system components situated adjacent to the Project and intended to be owned by Reclamation District 2062.

2.15 **LOT**: The term "**Lot**" shall mean Lots 1 through 61, inclusive, as shown on the Map of Tract 3703, Lots 1 through 34, inclusive, as shown on the Map of Tract 3704, and Lots 1 through 46, inclusive, as shown on the Map of Tract 3705, and all Improvements thereon. The term "Lot" shall also mean any Lot described as such in a Declaration of Annexation and any Condominium Unit.

2.16 **MAINTAIN**: The term "**Maintain**" or "**Maintained**" (but not the word "maintenance") shall mean taking all actions reasonably necessary or appropriate to keep an Improvement in first class condition and repair, which actions include but are not limited to (a) regular inspections, painting, maintenance, refinishing, repairing, replacing and reconstructing the Improvement, (b) in the case of landscaping, irrigating and fertilizing the landscaping, and (c) complying with the provisions of the Maintenance Manual. Owners shall have no responsibility to Maintain any Improvement Maintained by the City, a District, a public or charter school district, or a governmental agency or unit or a public or quasi-public entity, agency or utility company even if such party fails to perform all actions required by this Section.

2.17 **MAINTENANCE MANUAL**: The term "**Maintenance Manual**" shall mean, with respect to each Lot or Residence, the documents which establish procedures, practices, specifications, scopes and intervals for the Owner to Maintain the Improvements for which an Owner is responsible which are provided at the time of initial conveyance to an Owner of a completed Residence by Declarant or a Merchant Builder.

2.18 **MANDATORY LANDSCAPED AREA**: Unless otherwise provided in a Declaration of Annexation or Supplemental Declaration, the term "**Mandatory Landscaped Area**" shall mean all portions of a Lot or Condominium Unit which are not occupied by structures, driveways, sidewalks or walkways unless otherwise defined in a Declaration of Annexation. Mandatory Landscaped Area does not include landscaping within a Landscape Maintenance Easement as shown on a Map or within landscaped areas which are Maintained by a District.

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2.19 **MAP**: The term "**Map**" shall mean the Map of Tract 3703, the Map of Tract 3704 and the Map of Tract 3705, including any subsequently recorded amended final maps, parcel maps, certificates of correction, lot line adjustments and/or records of survey. The term "Map" shall also mean any recorded subdivision map described in a Declaration of Annexation.

2.19.1 **MAP OF TRACT 3703**: The term "**Map of Tract 3703**" shall mean the final map of "Tract 3703 River Islands – Village C2" filed of record on _____, 2013, in Book ____ of Maps and Plats, at Page ____, in the Official Records of San Joaquin County.

2.19.2 **MAP OF TRACT 3704**: The term "**Map of Tract 3704**" shall mean the final map of "Tract 3704 River Islands – Village C3" filed of record on _____, 2013, in Book ____ of Maps and Plats, at Page ____, in the Official Records of San Joaquin County.

2.19.3 **MAP OF TRACT 3705**: The term "**Map of Tract 3705**" shall mean the final map of "Tract 3705 River Islands – Village I1" filed of record on _____, 2013, in Book ____ of Maps and Plats, at Page ____, in the Official Records of San Joaquin County.

2.20 **MERCHANT BUILDER**: The term "**Merchant Builder**" shall mean any person or entity if (i) a notice signed by a Declarant and such person or entity has been recorded in the County in which such person or entity assumes the rights and duties of Merchant Builder to some portion of the Project or the Annexable Property which the Merchant Builder acquires from Declarant, and (ii) such real property includes one (1) or more Superpads or five (5) or more Lots or Condominium Units. There may be more than one Merchant Builder at any given time.

2.21 **OWNER**: The term "**Owner**" shall mean the holder of record fee title to a Lot, Condominium Unit or Superpad, including Declarant and Merchant Builder as to each Lot, Condominium Unit or Superpad owned by Declarant. If more than one person owns a single Lot, Condominium Unit or Superpad, the term "Owner" shall mean all owners of that Lot, Condominium Unit or Superpad. The term "Owner" shall also mean a contract purchaser (vendee) under an installment land contract but shall exclude any person having an interest in a Lot, Condominium Unit or Superpad merely as security for performance of an obligation.

2.22 **PARTY FENCE**: Unless otherwise provided in a Declaration of Annexation or Supplemental Declaration, the term "**Party Fence**" shall mean any portion of a fence or wall which is constructed and placed so as to physically separate one (1) Lot from another Lot, whether the fence or wall is situated approximately along a common Lot boundary or an easement boundary.

2.23 **PHASE**: The term "**Phase**" shall mean any Lots or Condominium Units which are simultaneously made subject to the provisions of this Declaration either by recording this Declaration or by recording a Declaration of Annexation.

2.24 **PROJECT**: The term "**Project**" shall mean the real property described in Section 1.1 (Property Owned by Declarant) and any portion of the Annexable Property described in a Declaration of Annexation, and all Improvements thereon.

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2.25 **RESIDENCE**: The term "**Residence**" shall mean a dwelling situated on a Lot, including any garage also situated on a Lot. The term "Residence" shall also include a dwelling within a Condominium Unit and any exclusive use common area appurtenant to that Condominium Unit.

2.26 **SOLAR COLLECTOR**: The term "**Solar Collector**" shall mean a solar collector as defined in California Public Resources Code Section 25981.

2.27 **SOLAR RIGHTS ACT**: The term "**Solar Rights Act**" shall mean California Civil Code Sections 714, et seq., and any successor statutes.

2.28 **SOLAR SHADE CONTROL ACT**: The term "**Solar Shade Control Act**" shall mean California Public Resources Code Sections 25980, et seq., and any successor statutes.

2.29 **SUPERPAD**: There are no Superpads in this first Phase of the Project. The term "**Superpad**" shall mean any portion of the Annexable Property described as a "Superpad" in a Declaration of Annexation. The term "Superpad" shall exclude any real property converted into Lots, Condominium Units or Non-Residential Area in accordance with Section 9.2 (Superpad Conversion). The term "Superpad" shall also exclude any real property described in a document signed by Declarant and recorded in the Official Records of the County which removes all or a portion of one (1) or more Superpads from this Declaration; provided, however, no such document may remove any portion of a Superpad which has been converted to Non-Residential Area, Association Common Area or a Lot as provided in Section 9.2 (Superpad Conversion).

2.30 **SUPPLEMENTAL DECLARATION**: The term "**Supplemental Declaration**" shall mean a declaration of covenants and restrictions, other than this Declaration, recorded in accordance with the requirements of Section 9.5 (Supplemental Declaration).

2.31 **VISIBLE**: The term "**Visible**" shall mean the item described can be seen by a six (6) foot tall person standing on the described area, or if no area is described, on any portion of the street which provides access to the Residence.

ARTICLE III
OWNERSHIP AND EASEMENTS

3.1 **OWNERSHIP OF LOTS AND CONDOMINIUM UNITS**: Title to each Lot or Condominium Unit in the Project shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot or Condominium Unit, such persons and/or entities shall constitute one Owner. Each Lot or Condominium Unit shall be subject to the easements described in Section 3.3 (Easements).

3.2 **OWNERSHIP OF PARTY FENCES**: Each Owner of a Lot upon which a Party Fence is situated shall own that portion of the fence from the surface which faces the Owner's Lot up to the center of the Party Fence.

3.3 **EASEMENTS**: Unless otherwise provided in a Declaration of Annexation or Supplemental Declaration, the easements and rights specified in this Article are hereby created and shall exist whether or not they are also set forth in individual grant deeds to Lots or Condominium Units. By reference to this

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Declaration, each grant deed to a Lot or Condominium Unit shall be deemed to be conveyed with the benefit of and subject to all applicable easements set forth in this Section, which shall be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots or Condominium Units superior to all other encumbrances applied against or in favor of any portion of the Project.

3.3.1 **ANNEXATION OF ANNEXABLE PROPERTY**: Upon the recordation of a Declaration of Annexation, the Lots or Condominium Units and the Owners of Lots or Condominium Units in the annexed Phase shall have all of the rights and easements specified in this Article and the Lots or Condominium Units and the Owners of Lots or Condominium Units in the Project prior to annexation shall have all of the easements specified in this Article as though the annexed Phase were initially part of the Project.

3.3.2 **ARCHITECTURAL COMMITTEE**: The Architectural Committee and its duly authorized agents and representatives shall have a non-exclusive right and easement as is necessary or appropriate to perform its duties and obligations set forth in this Declaration, including the right to enter upon Lots or Condominium Units, subject to the limitations contained in this Declaration.

3.3.3 **MAILBOXES**: Each Owner whose mailbox is not located on that Owner's Lot or Condominium Unit shall have a non-exclusive easement to use and Maintain the mailbox over those portions of the Project on which the mailbox is located.

3.3.4 **MAP**: The Lots and Condominium Units are subject to the easements and rights of way shown on the Map.

3.3.5 **PARTY FENCES**: Each Owner of a Lot containing a Party Fence and the Lot upon which such Party Fence is located shall have a reciprocal non-exclusive easement over and across such portions of the contiguous Lot as is necessary or appropriate to Maintain such fence.

3.3.6 **RIGHT OF ENTRY TO PERFORM WORK**: Declarant hereby reserves for itself, and for its agents, employees, contractors, and/or subcontractors (collectively "**Declarant Parties**"), the right to enter in and upon those portions of (a) each Lot and (b) each Residence that are necessary or appropriate (as determined in Declarant Parties' reasonable discretion) for the purposes of (i) performing repairs or doing other work that has been agreed to by an Owner and Declarant Parties or performing repairs or doing other work that Declarant Parties elect to perform pursuant to Section 918 of the California Civil Code, or (ii) remedying a violation of Article VII (Architectural and Landscaping Control). With respect to remedying a violation of Article VII (Architectural and Landscaping Control), Declarant shall be entitled to recover all costs incurred, including overhead and administrative costs. Declarant shall send a bill to the Owner which details the work performed, the costs thereof, and administrative and overhead charges. The Owner shall pay the bill in full within thirty (30) days after receipt. If not timely paid, interest shall accrue on any unpaid amounts at the prime rate of interest charged by Bank of America or, if Bank of America no longer exists, a banking institution of similar size and reputation. Merchant Builders, for themselves and for their agents, employees, contractors, and/or subcontractors (collectively "**Merchant Builder Parties**"), shall have the right to enter in and upon those portions of (a) each Lot which the Merchant Builder owned and (b) and each Residence the Merchant Builder owned as necessary or appropriate (as determined in Merchant Builder Parties' reasonable discretion) for the purposes of performing repairs or doing other work that (i) has been agreed to by an Owner and Declarant Parties or Merchant Builder Parties or (ii) Declarant Parties or Merchant Builder Parties elect to perform pursuant to Section 918 of the California Civil Code. Declarant Parties and Merchant Builder Parties shall give all affected parties at least seventy two (72) hours advance notice of the

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dates and times work will be performed (except in an emergency for which no notice is required). Notice shall be written or verbal.

3.3.7 **RIGHT OF ENTRY BY DISTRICTS**: Declarant hereby reserves for the benefit of the Districts, and their agents, employees, contractors, and/or subcontractors (collectively "**District Parties**"), the right to enter in and upon all portions of the Project as are necessary or appropriate (as determined in District Parties' reasonable discretion) for the purposes of enforcing this Declaration or performing repairs or doing other work that the Districts have a right or obligation to perform. Unless entry is authorized by other statute or right of the Districts, at least seventy two (72) hours advance notice of the dates and times work will be performed (except in an emergency for which no notice is required) shall be provided to the Owner. Notice shall be written or verbal. The District shall be entitled to recover all costs incurred, including overhead and administrative costs. The District shall send a bill to the Owner which details the work performed, the costs thereof, and administrative and overhead charges. The Owner shall pay the bill in full within thirty (30) days after receipt. If not timely paid, interest shall accrue on any unpaid amounts at the prime rate of interest charged by Bank of America or, if Bank of America no longer exists, a banking institution of similar size and reputation. If the Owner fails to pay the bill within the permitted time, the District shall have the right to lien the Owner's Lot.

3.3.8 **RIGHT TO PHOTOGRAPH**: Declarant hereby reserves a non-exclusive easement and right in gross to display, use and distribute for any and all purposes photographs, video recordings and similar reproductions of all Residences and Improvements constructed anywhere in the Project; provided, however, Declarant shall have no right to photograph the interior of any Residence after that Residence has been conveyed to an Owner, without the consent of that Owner.

3.3.9 **STORM DRAINS**: Each Owner shall have an appurtenant non-exclusive easement over, under, across and through the Project, excluding those portions occupied by Residences, for surface and subsurface storm drains and the flow of water in accordance with natural drainage patterns and the drainage patterns and Improvements installed or constructed by Declarant or a Merchant Builder. Additionally, this Declaration and each Lot and Condominium Unit shall be subject to all easements granted by Declarant or a Merchant Builder to install and Maintain drainage Improvements necessary or appropriate for the development of the Project.

3.3.10 **UTILITIES**: Each Owner shall have a non-exclusive right and easement over, under, across and through the Project, excluding those portions occupied by Residences, for utility lines, pipes, wires and conduits installed by Declarant or a Merchant Builder. Additionally, this Declaration and each Lot and Condominium Unit shall be subject to all easements granted by Declarant or a Merchant Builder to install and Maintain utilities necessary or appropriate for the development of the Project.

ARTICLE IV
USES AND RESTRICTIONS

Unless otherwise provided in a Declaration of Annexation or Supplemental Declaration, the following restrictions shall apply to the use of Lots and Condominium Units.

4.1 **ALTERATIONS**: Except as otherwise specifically provided in this Declaration, no Alteration may be made to any Improvement, nor may any personal property be placed, until plans have been submitted to and approved by the Architectural Committee in accordance with the requirements of Article VII (Architectural and Landscaping Control). Proposals for Alterations may also be subject to review and

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approval by state or local governmental entities or agencies. Satisfying the provisions of this Declaration does not automatically satisfy any requirement for governmental approval, permitting or inspection. All approvals, permits and inspections which are required under local, state or federal law for any proposed Alteration are the responsibility of the Owner and must be obtained by the Owner in addition to the approvals required by this Declaration. All Alterations must match the architectural style, scale, materials and color palette of the Residence.

4.2 **ANIMALS**: An Owner may keep not more than a total of five (5) dogs, cats and other customarily uncaged household pets within the Owner's Lot or Residence. Each Owner may also keep a reasonable number of small caged animals, birds or fish. No other animals are permitted in the Project. No animals may be kept for commercial purposes. No roosters, peacocks or geese are permitted. In addition to the restrictions imposed by this Section, no Owner may maintain any pet or animal in violation of local ordinances which may be more or less restrictive than the restriction imposed by this Section.

4.3 **ANTENNAS AND SATELLITE DISHES**: No outside television antenna, microwave or satellite dish, aerial, or other such device (collectively "**Video Antennas**") with a diameter or diagonal measurement in excess of one (1) meter shall be erected, constructed or placed on any Lot or Condominium Unit. Video Antennas with a diameter or diagonal measurement of one (1) meter or less may be installed only if they conform to the Architectural Standards and, if then required by the Architectural Standards, any necessary approval is obtained in accordance with the provisions of Article VII (Architectural and Landscaping Control). Reasonable restrictions which do not significantly increase the cost of the Video Antenna system or significantly decrease its efficiency or performance may be imposed.

4.4 **DRAINAGE**: No Owner shall alter the drainage patterns initially installed and constructed by Declarant or a Merchant Builder (including but not limited to removal or modification of swale established by Declarant or a Merchant Builder in a front, side or rear yard) and as established by the grading and natural course of surface and subsurface water run-off without first obtaining the approval of the Architectural Committee and any and all necessary governmental approvals and permits. This Declaration provides notice to each Owner to devote great care and attention to grading and to establishing and preserving positive drainage away from the entire foundation line of the Owner's Residence. Positive drainage is achieved by shaping grades, establishing drainage "swales" or installing underground area drains. The swales and drains provide a receptacle and conduit to drain water away from the foundation, and the rear, side and front of the Residence to offsite drainage disposal. Swales also prevent drainage water from moving across an Owner's Lot or Condominium Unit (including exclusive use common area appurtenant to that Condominium Unit) to other property. This Declaration also provides notice to each Owner that if existing established drainage swales on or around a Residence are interrupted, blocked, filled, or otherwise altered serious damage can result. Drainage must not be allowed to pond in a yard (except in swales specifically designed for detention) or run against or under a Residence, foundation, garage floor, driveway or other Improvement. Serious damage can result even during a short period of time.

4.5 **INVITEES**: Each Owner shall be responsible for compliance with the provisions of this Declaration by the Owner's Invitees.

4.6 **LAKE**:

4.6.1 **DRAINAGE**: No Owner may alter the grade or drainage upon their Lot in any manner which directs surface or subsurface storm water into a Lake.

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4.6.2 **LAKE YARDS**: No personal property, accessory structures or Improvements may be placed, installed or constructed within rear yards which abut a lake unless they conform to the Architectural Standards and, if then required by the Architectural Standards, any necessary approval is obtained in accordance with the provisions of Article VII (Architectural and Landscaping Control).

4.6.3 **PROHIBITED USES**: No swimming or other activities involving body contact with a Lake are permitted. Fishing is permitted only if and where indicated by sign. No live bait may be used when fishing. Fish and plant introductions, and waterfowl feeding are prohibited. No Owner may withdraw water from a Lake at any time.

4.6.4 **SLOPE EASEMENTS - LAKE LOTS**: Lots which abut a lake may be conveyed subject to an easement behind the Lake wall which generally coincides with the slope which extends upwards from the Lake wall. The easement is for the benefit of the adjacent Lot. The easement is for storm water purposes, including periodic inundation, lateral support for the adjacent Lot, and for access to the Lake and Lake wall for construction, repair and maintenance purposes. The easements may also be for purposes of construction, installation, maintenance, repair and replacement of docks, gangways and landings. No personal property, accessory structures, landscaping, or other Improvements may be planted, constructed, stored or permitted to remain on a slope easement, nor may any excavation of the slope easement area be performed unless and until approval is first obtained from the City and from the Architectural Committee in accordance with the provisions of Article VII (Architectural and Landscaping Control). It is the responsibility of the Owner whose Lot is burdened by the slope easement to Maintain the slope on the Owner's Lot.

4.6.5 **USE OF DOCKS**: An easement may be conveyed with certain Lots that will entitle that Owner to use of a dock. Such use may be shared with one or more other Owners. All use of a dock is subject to the restrictions and limitations set forth in the grant of easement which may include restrictions on boat size, noise, use or storage of furniture or personal property. The Architectural Rules may also govern use of docks.

4.6.6 **WATER LEVEL**: The water level within the Lakes may fluctuate. There is no assurance that any Lake will be maintained at any particular level.

The Employment Center Parcel (located on Tract 28, as shown on the record of survey filed for record on August 4, 2004, in Book 35 of Surveys, at Page 142, as corrected by the Certificate of Correction recorded on July 15, 2005, as Document No. 2005-171264, both in the Official Records of the County) is an intended third party beneficiary of Section 4.6.4 (Slope Easements) and Section 4.6.5 (Docks) of this Declaration and shall have the right, but not the obligation, to enforce the provisions of these two sections by instituting appropriate legal proceedings in any manner authorized by law.

4.7 **MAILBOXES**: Unless installed by Declarant or a Merchant Builder or approved by the Architectural Committee, there shall be no exterior newspaper tubes or freestanding mailboxes in the Project.

4.8 **MINERAL EXPLORATION**: No portion of the Project shall be used to explore for or to remove any water, oil, hydrocarbons or minerals of any kind unless otherwise approved by Declarant.

4.9 **NUISANCES**: No noxious or offensive activity shall be carried on upon any Lot or Condominium Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to a portion of or the entirety of the Project.

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4.10 **PARKING**: Vehicles shall not be parked anywhere in the Project except in compliance with the provisions of this Section.

4.10.1 **GARAGES**: Vehicles of any type may be parked in a garage. Garage doors shall remain closed, except when the garage is in use. Garages shall be kept sufficiently clear so as to permit parking of the number of vehicles for which the garage was designed.

4.10.2 **DRIVEWAYS**: Driveways which exclusively serve one (1) Residence may be used by the residents of that Residence to park passenger motor vehicles as long as no portion of the vehicle extends into the street or across any portion of a sidewalk.

4.10.3 **VEHICLE RESTRICTIONS**: No boat, trailer, camper, or recreational vehicle (collectively referred to as "**Recreational Vehicle**") may be parked or stored within the Project except within a garage or fully enclosed structure located in a side or rear yard. Smaller-sized boats or watercraft may be stored in the Project so long as they (i) are stored behind a fenced area, and (ii) are not Visible from adjacent Residences or streets. Commercial vehicles, mobile homes and inoperable vehicles may not be parked or stored anywhere in the Project where Visible from adjacent Residences or streets. For purposes of this Section, the term "commercial vehicle" includes any vehicle defined as a "commercial vehicle" in California Vehicle Code Section 260.

4.10.4 **EMERGENCY VEHICLE ACCESS EASEMENTS**: No vehicle may be parked along emergency vehicle access easements (collectively "**EVA**") or in a location which hinders use of such easements by emergency vehicles. All EVA's in the Project shall be posted with signage approved by the Lathrop-Manteca Fire District reading "No Parking - Fire Lane" to be Maintained by a District.

4.10.5 **OVERNIGHT PARKING**: No vehicles shall be parked on Project streets overnight for more than three (3) consecutive nights, or such vehicles shall be considered abandoned.

4.11 **REFUSE**: All garbage, trash and accumulated waste material shall be placed in appropriate covered containers. Containers for recyclable materials need not be covered. Containers provided by Owners may be placed where Visible only on the night before and the day that pick-up is to occur.

4.12 **RENTAL OF RESIDENCES**: An Owner may not rent or lease a Residence for a period less than thirty (30) days or in violation of any agreement to which the Owner is a party. Any lease or rental agreement shall specify that the tenant is subject to all provisions of this Declaration and a failure to comply with any provision of this Declaration shall constitute a default under the lease or rental agreement. Before renting or leasing a Residence, the Owner shall provide a copy of this Declaration to each tenant.

4.13 **SIGNS**: All signs displayed in the Project shall be attractive and compatible with the design of the Project and shall comply with all applicable local ordinances. The only signs of any kind which may be displayed to the public view on or from any Lot or Condominium Unit (including any exclusive use common area appurtenant to that Condominium Unit) shall be as follows: (i) one (1) sign of reasonable dimensions may be placed advertising the Lot or Condominium Unit for sale or rent; (ii) signs may be displayed by Declarant (and to the extent approved by Declarant, Merchant Builders) anywhere in the Project on real property owned or controlled by Declarant or a Merchant Builder, as Declarant (and to the extent approved by Declarant, Merchant Builders) deems appropriate, advertising Lots, Condominium Units or Superpads owned by Declarant for sale or rent; (iii) appropriate signs may be displayed to identify the Project; (iv) other signs, posters and notices approved by the Architectural Committee or specified in this

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Declaration may be posted in locations approved by the Architectural Committee; and (v) signs required by legal proceedings may be displayed.

4.14 **SLOPE EASEMENTS - NON-LAKE LOTS**: Lots which transition between higher elevations to lower elevations, where there is at least a one foot (1') grade differential between adjacent Lots may be conveyed subject to an easement which generally coincides with the slope located on that Lot. The easement is for the benefit of the adjacent Lot. The easement is for storm water purposes, including periodic inundation, lateral support for the adjacent Lot, and for construction, repair and maintenance purposes. No personal property, accessory structures, landscaping, or other Improvements may be planted, constructed, stored or permitted to remain on a slope easement, nor may any excavation of the slope easement area be performed unless and until approval is first obtained from the City and from the Architectural Committee in accordance with the provisions of Article VII (Architectural and Landscaping Control). It is the responsibility of the Owner whose Lot is burdened by the slope easement to Maintain the slope on the Owner's Lot.

4.15 **SOLAR COLLECTORS**: Except for those Solar Collectors originally installed by Declarant or a Merchant Builder, no Solar Collector may be installed on a Lot unless and until (i) the Owner provides each of the Owner's neighbors (who may be affected by the installation of the Solar Collector) with the notice set forth in California Public Resources Code Section 25982.1, and (ii) the Solar Collector has been approved in accordance with the provisions of Article VII (Architectural and Landscaping Control). A Solar Collector that is proposed to be installed on a Lot must meet all applicable requirements of California Civil Code Section 714(c) and California Public Resources Code Section 25981(d).

4.16 **SOLAR SHADE RESTRICTIONS**: After the installation of a Solar Collector on a Lot, no Owner of an adjacent Lot shall allow a tree or shrub to be placed or, if placed, to grow so as to cast a shadow in violation of the standards set forth in California Public Resources Code Section 25982. The Owner, not the Architectural Committee, shall bear the burden of calculating compliance of any such tree or shrub with the provisions of California Public Resources Code Section 25982. The restrictions of this Section do not apply to a tree or shrub planted prior to the installation of a Solar Collector or to the replacement of a tree or shrub that had been growing prior to the installation of a Solar Collector and which, subsequent to the installation of the Solar Collector, dies or is removed for reasons of public health or safety. Approval by the Architectural Committee of the installation of particular trees or shrubs on a Lot adjacent to a Solar Collector shall not be deemed to waive or alter the provisions of this Section, and the Architectural Committee shall not be liable to the Owner of the Solar Collector for any such approval.

4.17 **SPORTS EQUIPMENT**: No basketball standards, sports apparatus or similar equipment ("**Sports Equipment**") shall be attached to the exterior of any Residence or permanently installed on any Lot or Condominium Unit unless approved in accordance with the provision of Article VII (Architectural and Landscaping Control). Sports Equipment may be temporarily placed (but not permanently installed) on portions of a Lot or Condominium Unit (including any exclusive use common area appurtenant to that Condominium Unit) if the Sports Equipment is not Visible from adjacent Lot or Condominium Units (including any exclusive use common area appurtenant to Condominium Units).

4.18 **SUPPLEMENTAL DECLARATION USE RESTRICTIONS**: Nothing herein shall prevent the enforcement of use restrictions set forth in a Supplemental Declaration or rules adopted by an Association which are more restrictive than those set forth in this Declaration, provided that such restrictions and rules do not contradict any provision set forth in this Declaration.

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4.19 **USE AND OCCUPANCY**: Each Residence may be used for (i) residential purposes, (ii) uses within Residences which cannot be prohibited under federal or state law and (iii) uses permitted by local ordinance (provided that home occupations must be conducted in a manner that does not materially and adversely impact the ability of other Owners to use and enjoy the Project). Otherwise, no business of any kind shall be established, operated, permitted or constructed in any portion of the Project, except for the business of Declarant or Merchant Builders in completing the development and disposition of the Lots, Condominium Units and Superpads in the Project. No Owner may permit or cause anything to be done or kept upon, in or about the Owner's Lot or Residence which might obstruct or interfere with the rights of other Owners or which would be noxious, harmful or unreasonably offensive to other Owners. Each Owner shall comply with all of the requirements of all governmental authorities, federal, state or local, and all laws, ordinances, rules and regulations applicable to the Owner's Lot or Residence.

ARTICLE V
IMPROVEMENTS

5.1 **MAINTAINING LOTS AND RESIDENCES**: Except as otherwise specifically provided in this Declaration or in a Declaration of Annexation or for maintenance and care provided by an Association in accordance with a Supplemental Declaration, each Owner shall Maintain the Owner's Lot or Condominium Unit (including any exclusive use common area appurtenant to that Condominium Unit) and all Improvements located therein in compliance with the provisions of the Maintenance Manual, in a manner consistent with the standards established by Declarant and Merchant Builders and by this Declaration and in compliance with the Architectural Standards. Special architectural design standards may be established by the Architectural Committee.

5.1.1 **STORM DRAINAGE**: Each Owner shall regularly clear all storm drainage inlets and Maintain all storm drainage Improvements situated on the Owner's Lot so that the Improvement functions as it was designed to function.

5.1.2 **MAILBOXES**: Each Owner shall Maintain the mailbox which serves that Owner's Residence, wherever it is located. If more than one mailbox is supported by a single structure, the Owners of the mailboxes shall jointly Maintain the support structure.

5.1.3 **DISTRICTS**: Notwithstanding any provision in this Declaration to the contrary, no Owner shall be obligated to maintain, repair or replace any landscaping, irrigation systems, drainage facilities, improvements or geological hazards which are maintained, repaired or replaced by the City, a District, a public or charter school district, or a governmental agency or unit or a public or quasi-public entity, agency or utility company even if such party fails to perform all actions required by this Section.

5.2 **MAINTAINING FENCES AND WALLS**: If a fence is attached to the top of a wall, that wall shall be deemed to be part of the fence for purposes of this Section.

5.2.1 **PARTY FENCES**: All costs of Maintaining a Party Fence shall be shared equally by the Owners of the Party Fence, unless the Party Fence was damaged by an Owner or an Owner's Invitees. In that case, all costs of restoring the Party Fence to the condition it was in immediately before the damage shall be borne by the Owner responsible for the damage.

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(a) **NOTICE:** Maintenance of a Party Fence shall be required when determined necessary or appropriate by any Owner of that Party Fence ("**Maintaining Owner**"). The Maintaining Owner shall give the other Owner of the Party Fence a written notice which describes the work deemed necessary or appropriate by the Maintaining Owner and an estimate of the costs to perform the work ("**Notice**"). If the Owner who receives the Notice ("**Failing Owner**") fails to respond to the Maintaining Owner in writing within fifteen (15) calendar days after receiving the Notice, the Maintaining Owner shall be permitted to Maintain the Party Fence. The Maintaining Owner shall first obtain at least two (2) bids from different licensed contractors, suppliers, or employees which provide a detailed description of the work, the total labor costs and the total costs of materials. Upon completion of the work, the Maintaining Owner shall provide the Failing Owner with a bill for one-half (½) of the costs incurred for Maintaining the Party Fence. The bill shall include copies of invoices and receipts generated by the work ("**Bill**"). The Bill shall be due and payable by the Failing Owner upon receipt of the Bill.

(b) **RIGHT OF CONTRIBUTION**: The Maintaining Owner is entitled to, and has a right of contribution from, the Failing Owner. If the Failing Owner does not pay the Bill within thirty (30) days after receipt of the Bill, the Maintaining Owner may enforce the Owner's right to contribution against the Failing Owner by filing an action in small claims or superior court, depending upon the dollar amount of the Bill. The obligation to contribute by the Failing Owner shall run with the land and shall be binding upon and enforceable against the Failing Owner's successors in interest and any judgment obtained from a court may be recorded against the Failing Owner's Lot.

(c) **EMERGENCY EXCEPTION**: Either Owner may take any action that is reasonably necessary to prevent immediate injury to persons or damage to property without providing the notice required in Section 5.2.1(a) (Notice). The Maintaining Owner and Failing Owner shall separately negotiate the division of those costs resulting only from the emergency nature of the repair or replacement.

(d) **DISPUTES**: If the Failing Owner disagrees with the Maintaining Owner's determination that maintenance is necessary or appropriate, or if the Owners of the Party Fence do not agree upon any other matter related to the Party Fence, the Failing Owner shall commence appropriate legal proceedings.

5.2.2 **OTHER FENCES AND WALLS**: Except as provided in Section 5.2.1 (Party Fences), the Owner of a Lot shall Maintain all fences, fence posts, gates and walls which are either situated entirely within the boundaries of an Owner's Lot or which separate the Owner's Lot from property located outside the boundaries of the Project. If any portion of a wall extends across a Lot boundary, the adjacent Owners shall cooperate as necessary or appropriate to permit each Owner to Maintain the portion of the wall which is on that Owner's Lot.

5.2.3 **FENCES LOCATIONS**: No Owner may move any fence constructed by Declarant or a Merchant Builder on the boundary of a Landscape Maintenance Easement as shown on a Map or in a location which forms the boundary of a landscaped area which is Maintained by a District.

5.3 **LANDSCAPING**: Additional specific restrictions on landscaping may be established in the Architectural Rules.

5.3.1 **INSTALLATION REQUIREMENT**: Each Owner shall install, plant and complete permanent landscaping within the Mandatory Landscaped Area on the Owner's Lot or Condominium Unit (including any exclusive use common area appurtenant to that Condominium Unit) within six (6) months after

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(i) title to the Lot is conveyed to the Owner or (ii) the issuance of a certificate of occupancy for the Residence, whichever occurs later.

5.3.2 **PERMANENT LANDSCAPING**: The landscaping within Mandatory Landscaped Areas shall be Maintained in a manner consistent with the standards of design and quality as originally established by Declarant and Merchant Builders and in compliance with the Maintenance Manual. All landscaping shall be kept in a neat and orderly condition. Any weeds shall be removed and any diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed. Irrigation systems, if any, shall be kept in good working condition to ensure continued regular watering of landscape areas, and health and vitality of landscape materials. Any landscaping which is removed or altered must be immediately replaced with landscaping of like kind and quality unless otherwise approved by the Architectural Committee.

5.3.3 **OTHER PORTIONS OF LOTS**: The Mandatory Landscaped Areas shall be kept weed free. Plant material and weeds in the remaining portions of Lots, if any, shall be Maintained in accordance with all local ordinances governing weed abatement.

5.3.4 **DISTRICT MAINTAINED LANDSCAPING**: It is intended that one or more Districts will Maintain landscaping within the portions of the Project which are subject to Landscape Maintenance Easements and other front yard landscaping in the Project. No Owner may modify landscaping which is Maintained by a District and no Owner may place any personal property within such landscaped areas.

5.3.5 **SOLAR SHADE CONTROL ACT**: All landscaping shall be Maintained so as to fully comply with all relevant provisions of the Solar Shade Control Act.

5.3.6 **HEIGHT RESTRICTION**: No trees or other vegetation may be installed on a Lot which abuts a lake or river which at maturity will exceed twenty-five (25) feet in height. The Architectural Committee may adopt Architectural Rules which are intended to implement this restriction.

5.4 **INSURANCE**: Each Owner is responsible for determining and obtaining the type and amount of insurance needed to insure all Improvements and personal property located within the Owner's Residence and to otherwise protect the Owner against losses. Each Owner shall obtain and keep in full force and effect a policy of insurance which provides protection of the Owner's Residence against loss or damage by fire or other casualty, in an amount equal to at least one hundred percent (100%) of the current full replacement cost (without respect to depreciation) of the Owner's Residence, exclusive of land, foundations, excavation and other items normally excluded from coverage. Owners of attached Residences shall cooperate with each other as may be necessary for each of them to obtain insurance for their Residences. Such cooperation may include, if necessary, purchase of insurance from the same insurer or providing the other, upon request, with a certificate of insurance or other proof of insurance. The preceding requirements do not apply to Condominium Units or attached Residences to the extent a Supplemental Declaration requires an Association to procure such insurance.

5.5 **DAMAGE OR DESTRUCTION**: If all or any portion of a Lot or Residence is damaged by fire or other casualty, the Owner shall either (i) restore the damaged Improvements or (ii) remove all damaged Improvements, including foundations, and leave the real property on which the damaged Improvements was situated in a clean and safe condition. Any restoration under (i) preceding must be performed so that the Improvements are in substantially the same condition in which they existed prior to the

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damage, unless otherwise approved by the Architectural Committee. The Owner must commence such work within one hundred twenty (120) days after the damage occurs and must complete the work within one (1) year thereafter.

ARTICLE VI
DEVELOPMENT RIGHTS

6.1 **LIMITATIONS OF RESTRICTIONS**: Declarant and Merchant Builders are undertaking the work of developing Lots and other Improvements within the Project. The completion of the development work and the marketing and sale, rental and other disposition of the Lots, Condominium Units and Superpads is essential to the establishment and welfare of the Project as a residential community. In order that the work may be completed and the Project established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be interpreted to deny Declarant (and to the extent approved by Declarant, Merchant Builders) the rights set forth in this Article.

6.2 **RIGHTS OF ACCESS AND COMPLETION OF CONSTRUCTION**: Declarant, its contractors and subcontractors shall have the right to (i) obtain reasonable access over and across the Project and/or do within any real property owned or controlled by it whatever is reasonably necessary or appropriate in connection with the completion of the Project, (ii) use portions of the Project as staging or storage areas for materials and equipment, and (iii) erect, construct and use within any real property owned or controlled by it such structures as may be reasonably necessary or appropriate for the conduct of its business to complete the work, establish the Project as a residential community and dispose of the Project in parcels by sale, lease or otherwise.

6.3 **SIZE AND APPEARANCE OF PROJECT**: Declarant (and to the extent approved by Declarant, Merchant Builders) shall not be prevented from changing the exterior appearance of any improvements, landscaping or any other matter directly or indirectly connected with the Project in any manner deemed desirable by Declarant (and to the extent approved by Declarant, Merchant Builder), if Declarant or a Merchant Builder obtains any governmental consents required by law.

6.4 **MARKETING**: Declarant (and to the extent approved by Declarant, Merchant Builders) shall have the right to: (i) construct, establish and use model homes, signs, banners, flags, inflatable balloons, blimps, sales offices, sales and construction trailers, leasing offices, rental offices, storage areas, parking lots and related facilities in any real property owned or controlled by Declarant or a Merchant Builder within the Project as are necessary or appropriate, in the opinion of Declarant (and to the extent approved by Declarant, Merchant Builders), for the sale or disposition of the Lots, Condominium Units or Superpads; (ii) use real property owned or controlled by Declarant or a Merchant Builders in accordance with any promotional programs established from time to time by Declarant (and to the extent approved by Declarant, Merchant Builders); and (iii) conduct its business of disposing of Lots, Condominium Units and Superpads by sale, lease or otherwise.

6.5 **RIGHT TO RESTRICT ACCESS**: Declarant expressly reserves the right to restrict access to any portion of the Project or the Annexable Property on which construction or staging activity is occurring, or materials are stored. Access may be restricted by signs, personnel, fences or other barriers or by other reasonable means.

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6.6 **ASSIGNMENT BY DECLARANT**: Declarant may assign its rights, powers and responsibilities as set forth in this Declaration, in whole or in part, in connection with the conveyance of portions of the Annexable Property to Merchant Builders. Any such assignment to a Merchant Builder shall only have application to the Annexable Property conveyed to that Merchant Builder.

ARTICLE VII
ARCHITECTURAL AND LANDSCAPING CONTROL

7.1 ARCHITECTURAL APPROVAL REQUIRED:

7.1.1 **GENERALLY**: Except as otherwise provided in this Declaration, proposals for Alterations are subject to the provisions of this Article. No Alteration may be made unless and until it is approved in accordance with the provisions of this Article.

7.1.2 **EXCEPTIONS**: The provisions of this Declaration requiring architectural approvals do not apply to (a) repainting or refinishing any Improvement in the same color, hue, intensity, tone, and shade, (b) repairing or replacing any Improvement with the same materials, or (c) installing landscaping in enclosed rear yards of Lots except those Lots which abut a lake (Lots abutting a lake may not install any landscaping without their Lot unless and until it is approved in accordance with the provisions of this Article). The Architectural Standards may establish additional exceptions from time to time.

7.1.3 **DECLARANT EXEMPTION**: The provisions of this Declaration requiring architectural approvals do not apply to the original construction of any Improvements in the Project by Declarant, its agents, contractors or employees.

7.1.4 **MERCHANT BUILDER EXEMPTION**: The provisions of this Declaration requiring architectural approvals do not apply to the original construction of any Improvements in the Project by a Merchant Builder, its agents, contractors or employees, to the extent that those Improvements have been approved by Declarant pursuant to a contract between that Merchant Builder and Declarant.

7.1.5 **LIMITATION OF LIABILITY**: Neither the Architectural Committee nor any of its members shall have any duty to question or investigate the adequacy of any engineer's recommendations or to take any steps to ensure that the Owner complies with any such engineering recommendations.

7.2 **ARCHITECTURAL COMMITTEE**: The Architectural Committee shall initially be composed of three (3) persons. The Declarant may appoint all of the original members of the Architectural Committee and all replacements until Declarant's right of appointment terminates as provided in Section 7.2.3 (Termination of Declarant's Right). Declarant also reserves the right at anytime prior to termination of its right of appointment as provided in Section 7.2.3 to appoint a District as the Architectural Committee. If Declarant so appoints a District, (a) the District shall be the Architectural Committee and the District may designate one or more officers, agents or employees of the District to serve as the sole member(s) of the Architectural Committee, and (b) the provisions of Sections 7.2.1 through 7.2.5 below shall terminate and have no further force or effect. Unless and until Declarant appoints a District as the Architectural Committee, the following Sections 7.2.1 through 7.2.5 shall apply.

7.2.1 **MEMBERS**: Susan Dell'Osso, Lisa Freilicher and William C. Scott, Jr. are hereby appointed and designated by Declarant as initial members of the Architectural Committee. Each member of

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the Architectural Committee will serve until replaced or until a written resignation is submitted to the remaining members. The remaining members may appoint a replacement member.

7.2.2 **ADDRESS**: The initial address of the Architectural Committee is River Islands Architectural Committee, RIVER ISLANDS DEVELOPMENT, LLC, 73 West Stewart Road, Lathrop, CA 95330. The Architectural Committee may change its address from time to time by recording a notice ("**Notice**") in the Official Records of the County that (a) identifies this Declaration, (b) identifies the then current members of the Architectural Committee and (c) states the new address of the Architectural Committee. The Notice shall be signed by a majority of the members of the Architectural Committee. The Architectural Committee shall not be an "association," as that term is defined in Section 4080 of the California Civil Code.

7.2.3 **TERMINATION OF DECLARANT'S RIGHT**: When (a)(i) all of the Annexable Property has been annexed to the Project or (ii) Declarant has recorded a notice in the County which states that the annexation of the Annexable Property is complete (i.e. no more of the Annexable Property will be annexed to the Project) and (b) Declarant no longer owns any Lot, Condominium Unit or Superpad in the Project, Declarant's right to appoint members to the Architectural Committee shall automatically terminate and all members of the Architectural Committee appointed by Declarant who have not yet resigned will automatically be deemed to have resigned.

7.2.4 **MEMBERS ELECTED BY OWNERS**: If all members of the Architectural Committee resign or are deemed to have resigned simultaneously, then new members of the Architectural Committee shall be elected by a majority vote of the Owners which shall be evidenced by a written instrument signed by the Owners of a majority of the Residences in the Project. Members elected by Owners may be removed by a majority vote of the Owners.

7.2.5 **ORGANIZATIONAL STRUCTURE**: Declarant may at any time organize the Architectural Committee as a California nonprofit mutual benefit corporation in which case the members of the Architectural Committee shall serve as the directors of the corporation. Unless Declarant creates a California nonprofit mutual benefit corporation for this purpose, the Architectural Committee shall not be an entity but shall simply be a committee with the powers and duties set forth in this Article VII. The Architectural Committee, whether or not it is organized as a California nonprofit mutual benefit corporation, shall not constitute an "association" as that term is defined in California Civil Code Section 4080 (or any successor statute).

7.3 **POWERS OF THE ARCHITECTURAL COMMITTEE**: The Architectural Committee shall have the following powers:

7.3.1 **REVIEW PLANS**: To review and approve, disapprove or conditionally approve all plans, submittals, applications and requests made or tendered to it by Owners, or their agents, pursuant to the provisions of this Declaration. In connection therewith, the Architectural Committee may investigate and consider the architecture, design, layout, landscaping, fence detail, and other features of the proposed improvement;

7.3.2 **ADOPT RULES**: To adopt rules and regulations for the transaction of business, scheduling of meetings, conduct of meetings and related matters;

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7.3.3 **SPECIFY MATERIALS**: To require the submission of site plans, diagrams, photographs, materials or other presentation material as may be necessary or appropriate for complete review and consideration of the proposed development. All such plans and specifications shall be submitted in writing in duplicate and each shall be signed by the Owner of the Lot or an authorized agent;

7.3.4 **ADOPT ARCHITECTURAL STANDARDS**: To adopt architectural rules, regulations and guidelines ("**Architectural Standards**") which are consistent with the purpose and intent of this Declaration, the River Islands Urban Design Concept and associated guidelines, and the design of the Project to be used in making the Architectural Committee's determination to approve, disapprove or conditionally approve any matter submitted to it for decision. The Architectural Standards may interpret and implement the provisions of this Declaration by setting forth the standards and procedures for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in the Project;

7.3.5 **FEES**: To adopt a schedule of reasonable fees for processing submittals and to establish the time and manner in which such fees shall be paid; and

7.3.6 **DELEGATION**: To designate one or more Neighborhood Architectural Committees (" **Neighborhood Architectural Committee**"). Any such designation shall be made by a written resolution ("**Resolution**") and shall set forth the names of the members of that Neighborhood Architectural Committee. Each Neighborhood Architectural Committee shall have jurisdiction over all plans, submittals and applications to be submitted by Owners of Residences within a village or neighborhood as determined by the Resolution ("**Neighborhood**"). Any Neighborhood Architectural Committee shall have all the power and authority of the Architectural Committee with respect to Alterations within that Neighborhood, subject to any limitations set forth in the Resolution. Any such Resolution shall be subject to revocation at any time by the Architectural Committee. So long as and subject to any limitations set forth in the Resolution, all references in this Declaration to the Architectural Committee or approval pursuant to this Article VII applicable to an Alteration within a Neighborhood shall be deemed a reference to the Neighborhood Architectural Committee and all plans, submittals and applications submitted pursuant to this Article VII for an Alteration within a Neighborhood shall be approved, denied or conditionally approved by the Neighborhood Architectural Committee.

7.4 **DUTIES OF ARCHITECTURAL COMMITTEE**: The Architectural Committee shall:

7.4.1 **TIME LIMITATION**: Render a decision on each matter submitted to it, in writing, within thirty (30) days after receipt of all data required by its rules and regulations. If the Architectural Committee fails to render a decision within this thirty (30) day period, the Owner may submit a Demand for Response which shall clearly be titled "Demand for Response - Failure to Be Deemed Approval" and shall clearly identify the application and the date on which a completed application was submitted. Failure to render a decision within fifteen (15) days after receipt by the Architectural Committee of a Demand for Response shall be deemed to be an approval of the matter as submitted. The approved plans and specifications, if any, shall be signed in duplicate by a fully authorized member or employee of the Architectural Committee and shall be incorporated in the decision by reference. One copy shall be retained by the Architectural Committee and one copy shall be returned to the Owner or applicant. Any decisions may also be subject to the approval of the River Islands Design Review Board or the City enforcing the River Islands Urban Design Concept.

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7.4.2 **PUBLISH RULES**: Publish and make available to Owners and prospective owners all of its rules, regulations and criteria from time to time adopted, if any.

7.4.3 **APPOINTMENT AND DESIGNATION**: The Architectural Committee may, from time to time, by a majority vote of the members thereof, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of the Architectural Committee in all matters delegated.

7.5 **CONDITIONS PRECEDENT TO APPROVAL**: As conditions precedent to approval of any matter submitted to it, the Architectural Committee must ordinarily be able to find that:

7.5.1 **ARCHITECTURAL REVIEW**: General architectural considerations, including the character, scale, and quality of the design, the architectural relationship with the site and other buildings, building materials, colors, screening of exterior appurtenances, exterior lighting and similar elements have been incorporated in order to ensure the compatibility of the proposed improvement with its design concept and the character of adjacent buildings;

7.5.2 **SITE REVIEW**: General site considerations including site layout, open space and topography, orientation and locations of buildings, vehicular access, circulation and parking, setbacks, height, walls, fences, and similar elements have been designed to provide a desirable environment; and

7.5.3 **LANDSCAPE REVIEW**: General landscape consideration, including the location, type, size, color, texture and coverage of plant materials, provisions for irrigating, Maintaining and protecting landscaped areas and similar elements have been considered to ensure visual relief, to complement buildings and structures, and to provide an attractive environment for the enjoyment of the Owners in general and the enhancement of property values in the Project generally.

If the Architectural Committee makes a negative finding on one or more of the items set forth in this Section, it shall ordinarily disapprove such matter, or condition its approval so as to allow such findings to be made.

7.6 **FORM OF APPROVALS, CONDITIONAL APPROVALS AND DENIALS**: All approvals, conditional approvals and denials must be in writing. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal which has not been approved, conditionally approved or rejected in writing within thirty (30) days from the date of submission will be deemed approved. The date of submission shall be the date the submission is actually received by a member of the Architectural Committee.

7.7 **WORK**: Upon approval of the Architectural Committee, the Owner must diligently proceed with the commencement and completion of all work so approved. Completion of the work approved must occur within one (1) year following the approval of the work unless the Architectural Committee grants an extension. This Section shall not be interpreted to extend any other time period imposed by this Declaration. If the Owner fails to complete the work within the specified time period, the Architectural Committee may notify the Owner in writing of the non-compliance and proceed in accordance with the provisions of Section 7.8 (Determination of Compliance).

7.8 **DETERMINATION OF COMPLIANCE**: Any work performed, whether or not the Owner obtained proper approvals, may be inspected and a determination of compliance made as follows:

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7.8.1 **NOTICE OF COMPLETION**: Upon the completion of any work performed by an Owner for which approval was required, the Owner must give written notice of completion to the Architectural Committee. If the Owner fails to give the notice of completion of work performed for which approval was required, the Architectural Committee may proceed upon its own motion.

7.8.2 **INSPECTION**: Within sixty (60) days after the Architectural Committee's receipt of the Owner's notice of completion, or, if the Owner fails to give a written notice of completion to the Architectural Committee within the completion period specified in Section 7.7 (Work), a designee of the Architectural Committee may inspect the work performed and determine whether it was performed and completed in substantial compliance with the approval granted. If the Architectural Committee finds that the work was not performed or completed in substantial compliance with the approval granted or if the Architectural Committee finds that the approval required was not obtained, the Architectural Committee shall notify the Owner in writing of the non-compliance. The notice shall specify the particulars of non-compliance and require the Owner to remedy the non-compliance.

7.9 **FAILURE TO REMEDY THE NON-COMPLIANCE**: If the Owner fails to remedy the non-compliance in accordance with the provisions of the notice of non-compliance, then after the expiration of thirty (30) days from the date of such notification, any Owner, any District or Declarant shall have the right to proceed in accordance with Section 8.2 (Enforcement).

7.10 **WAIVER**: Approval of any plans, drawings or specifications for any work proposed, or for any other matter requiring approval shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

7.11 **NO LIABILITY**: Neither Declarant, the Architectural Committee nor the members or designated representatives thereof will be liable for damages to anyone submitting plans or specifications to them for approval, or to any Owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, or for any defect whether in design or construction in any structure constructed from such plans and specifications. Neither the Declarant, the Architectural Committee nor any member thereof shall be responsible for reviewing or approving any plans with respect to the adequacy of engineering design. Every person who submits plans or specifications to the Architectural Committee for approval agrees, by submission of such plans and specifications, and every Owner of any of said property agrees that he or she will not bring any action, suit or claim against Declarant, the Architectural Committee or any of the members or designated representatives thereof with respect to any matters for which such persons or entities are relieved of liability pursuant to this Section.

7.12 **EVIDENCE OF APPROVAL OR DISAPPROVAL**: After a determination of compliance is made pursuant to Section 7.8 (Determination of Compliance), the Architectural Committee may issue a written Notice of Architectural Determination. The Notice of Architectural Determination must be executed by any two (2) members of the Architectural Committee and must certify that as of the date of the Notice, either (i) the work completed complies with the provisions of this Declaration and the approval(s) issued by the Architectural Committee ("**Notice of Approval**") or (ii) the work completed does not comply with the provisions of this Declaration or the approval(s) issued by the Architectural Committee ("**Notice of Disapproval**"). A Notice of Disapproval must also identify the particulars of the non-compliance. Any successor in interest of the Owner will be entitled to rely on a Notice of Architectural Determination with respect to the matters set forth. Each Owner must disclose to the Owner's subsequent purchaser any Notice of Disapproval unless the Owner has a subsequently issued Notice of Approval which covers the same

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Alteration. The Notice of Architectural Determination will be conclusive as between the Architectural Committee, Declarant and all Owners and such persons deriving any interest through any of them. Any Owner may make a written request that the Architectural Committee prepare and execute a Notice of Architectural Determination and the Architectural Committee must do so within sixty (60) days after its receipt of the request.

7.13 **SUPPLEMENTAL COMMITTEES**: If approved by Declarant, the Architectural Committee may, from time to time, by a majority vote of the members thereof, delegate any of its rights or responsibilities hereunder to one or more architectural committees established and governed by a Supplemental Declaration ("**Supplemental Declaration Committee**"). Upon such delegation, the Supplemental Declaration Committee shall be required to exercise the powers and duties described in this Article with respect to the portions of the Project which are encumbered by the Supplemental Declaration.

ARTICLE VIII
AMENDMENT AND ENFORCEMENT

8.1 **AMENDMENTS**: Prior to the conveyance of the first Lot to an Owner other than a Declarant, this Declaration may be amended by Declarant alone. After the conveyance of the first Lot, this Declaration may be amended if each of the following requirements is satisfied:

8.1.1 **OWNER APPROVAL**: The Owners approve the amendment by majority vote or written consent by Owners who possess majority vote.

8.1.2 **DECLARANT APPROVAL**: The provisions of this Declaration may not be amended without the consent of Declarant until (a)(i) all of the Annexable Property has been annexed to the Project or (ii) Declarant has recorded a notice in the County which states that the annexation of the Annexable Property is complete (i.e. no more of the Annexable Property will be annexed to the Project) and (b) Declarant no longer owns any Lot, Condominium Unit or Superpad in the Project.

8.1.3 **NEW LAWS**: If statutory changes are adopted or a law is changed through the decision of a court (collectively "**New Law**") and the New Law affects any provision of this Declaration, each Owner shall reasonably cooperate with Declarant to execute any supplements or amendments to this Declaration which Declarant reasonably deems necessary or appropriate for the implementation of the New Law. In addition, Declarant shall have the right to change the provisions of this Declaration which are affected by the New Law as to Lots then owned by Declarant by recording a Supplementary Declaration that (i) describes the Lots owned by Declarant, (ii) references this Section 8.1.3, (iii) describes the provisions in this Declaration that are affected by the New Law and (iv) contains the new provisions being imposed on the Lots owned by Declarant. Any such Supplementary Declaration shall apply only to those portions of the Project then owned by Declarant and shall not have any force or effect as to any Lot which has been conveyed to an Owner other than a Declarant.

8.1.4 **RECORDATION**: Any amendment to this Declaration shall be effective when an instrument is recorded in the Official Records of the County which (a) sets forth the terms of the amendment, and (b) includes a statement signed by the Owners of any three (3) Lots that the amendment was adopted in compliance with the provisions of Section 8.1 (Amendments).

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8.2 ENFORCEMENT:

8.2.1 **BY OWNERS**: Each Owner has the right, but not the obligation, to enforce any and all of the provisions of this Declaration, including any decision made by the Architectural Committee, upon Declarant, the Owners or upon any property in the Project, in any manner provided by law or in equity or in this Declaration. The provisions of this Declaration are equitable servitudes and covenants running with the land, enforceable by Declarant or any Owner against Declarant or any other Owner in the Project.

8.2.2 **BY DECLARANT**: Declarant has the right, but not the obligation, to enforce the provisions of this Declaration, including any decision made by the Architectural Committee, in any manner provided by law or in equity, and in any manner provided in this Declaration. The provisions of this Declaration are equitable servitudes and covenants running with the land, enforceable by Declarant against any Owner, tenant or occupant of the Project. Declarant has no obligation to enforce any provision of this Declaration. Declarant may elect to enforce any provision of this Declaration at any time against any Owner and no such action shall be construed to imply any obligation on the part of Declarant to enforce the same provision against another Owner. Without limiting any other provisions of this Declaration, if any Owner violates this Declaration, Declarant may give written notice to the Owner that it has breached a maintenance obligation, restriction on use, or other obligation set forth in this Declaration (collectively "**Violation**") and require the Owner to perform the maintenance or otherwise remedy the violation and cease from further Violation. Notice shall be by mail or personal delivery and shall be given to the Owner. If the Violation is not remedied within thirty (30) days after the mailing or delivery of such notice, Declarant shall have standing and the right, but not the obligation, to bring a court action against the Owner to remedy the Violation. Alternatively, if the Owner fails to perform the maintenance or otherwise remedy the Violation within the specified time, Declarant shall have the right, but not the obligation, to remedy the Violation or perform the maintenance. Declarant shall be entitled to recover all costs incurred, including overhead and administrative costs. Declarant shall send a bill to the Owner which details the work performed, the costs thereof, and administrative and overhead charges. The Owner shall pay the bill in full within thirty (30) days after receipt

8.2.3 **LIQUIDATED DAMAGES**: Declarant is developing and marketing Lots and Residences in the Project. The restrictions contained in Article IV (Uses and Restrictions), Article V (Improvements) and Article VII (Architectural and Landscaping Control) exist, among other reasons, for the benefit of Declarant in that they assist in creating and promoting a particular setting, appearance and atmosphere which is critical to the ability of Declarant to sell Lots and Residences in the Project. Any violation of any such restrictions adversely impacts Declarant's ability to sell Lots and Residences in the Project. Declarant and each Owner, by acceptance of a grant deed to a Lot, expressly agree for themselves, and their respective successors-in-interest and assigns that if an Owner violates any provision of Article IV (Uses and Restrictions), Article V (Improvements) or Article VII (Architectural and Landscaping Control) by the Owner's action or inaction, the action of the Owner's Invitee(s), or by permitting or causing the Owner's Lot or Residence to be in ("**Violation**"), it would be extremely difficult and impractical to ascertain the actual damages suffered by Declarant. Therefore, in the event of any Violation of any provision of Article IV (Uses and Restrictions), Article V (Improvements) or Article VII (Architectural and Landscaping Control), the Owner of the Lot in Violation shall pay to Declarant the sum of twenty five dollars ($25.00) per day for each day that the Violation continues from and after the date of the notice as liquidated and agreed upon damages. This payment shall be in addition to any amounts expended by Declarant to perform maintenance or remedy a Violation as specified in Section 8.2.2 (By Declarant).

As a condition precedent to collecting liquidated damages, Declarant must first give written notice of the Violation to the Owner. The notice must specify the nature of the Violation and the action needed to correct the Violation. The notice must be either personally delivered to the Owner or addressed to the Owner

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and sent by first class mail, postage prepaid, to the address which appears on the County Assessor's Rolls for the Lot for property tax purposes, return receipt requested. From the time of receipt of the notice, the Owner shall have forty-eight (48) hours to correct the Violation unless the Violation is of Section 4.1 (Alterations) in which case the Owner shall have ninety-six (96) hours to correct the Violation. If the Violation is not corrected by the specified time, liquidated damages shall accrue at the rate of Twenty Five Dollars ($25.00) per day from the date of receipt of the notice. Declarant has the right, but not the obligation, to enforce payment of liquidated damages in any manner permitted by law or in equity, including an action in small claims court.

8.2.4 **BY DISTRICTS**: The Districts shall have the authority, but not the obligation, (both as intended third party beneficiaries of this Declaration as well as owners of real property which abuts the real property subject to this Declaration) to enforce the terms of this Declaration.

(a) Notice of Violation: If any Owner violates this Declaration, a District may give written notice to the Owner of the Violation and require the Owner to perform the maintenance or otherwise remedy the violation and cease from further Violation. Notice shall be by mail or personal delivery and shall be given to the Owner. If the Violation is not remedied within thirty (30) days after the mailing or delivery of such notice, the District shall have standing and the right, but not the obligation, to bring a court action against the Owner to remedy the Violation. In addition, the District shall be entitled to recover reasonable attorneys' fees and costs incurred in such action.

(b) Hearing: The Notice may also contain a date for a hearing on the matter before the District employee designated by the District. The hearing shall be held no sooner than fifteen (15) days after mailing or delivery of the Notice. If the District determines at a hearing that a Violation has occurred, the Owner shall have thirty (30) days from the date of the decision to remedy the Violation. If the Notice does not contain a date for a hearing, the Owner may request a meeting with the District.

(c) Performing Maintenance: If the Owner fails to perform the maintenance or otherwise remedy the Violation within the specified time, the District shall have the right, but not the obligation, to remedy the Violation or perform the maintenance. The District shall be entitled to recover all costs incurred, including overhead and administrative costs. The District shall send a bill to the Owner which details the work performed, the costs thereof, and administrative and overhead charges. The Owner shall pay the bill in full within thirty (30) days after receipt. If the Owner fails to pay the bill within the permitted time, the District shall have the right to lien the Owner's Lot.

(d) Liquidated Damages: The Districts have responsibility to operate, maintain and repair facilities and Improvements within and adjacent to the Project. The restrictions contained in Article IV (Uses and Restrictions), Article V (Improvements) and Article VII (Architectural and Landscaping Control) exist, among other reasons, for the benefit of the Districts in that they assist in creating and promoting a particular maintenance system which is critical to the ability of the Districts to perform their responsibilities. Any violation of any such restrictions adversely impacts Districts responsibilities. Declarant and each Owner, by acceptance of a grant deed to a Lot, expressly agree for themselves, and their respective successors-in-interest and assigns that if an Owner violates any provision of Article IV (Uses and Restrictions), Article V (Improvements) or Article VII (Architectural and Landscaping Control) by the Owner's action or inaction, the action of the Owner's Invitee(s), or by permitting or causing the Owner's Lot or Residence to be in Violation, it would be extremely difficult and impractical to ascertain the actual damages suffered by the Districts. Therefore, in the event of any Violation of any provision of Article IV (Uses and Restrictions), Article V (Improvements) or Article VII (Architectural and Landscaping Control), the Owner of the Lot in Violation shall pay to any District that provides notice of Violation as specified in (a) (Notice of Violation) the sum of twenty five dollars ($25.00) per day for each day that the Violation

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continues from and after the date of the notice as liquidated and agreed upon damages. This payment shall be in addition to any amounts expended by a District to perform maintenance or remedy a Violation as specified in (c) (Performing Maintenance).

As a condition precedent to collecting liquidated damages, a District must first give written notice of the Violation to the Owner. The notice must specify the nature of the Violation and the action needed to correct the Violation. The notice must be either personally delivered to the Owner or addressed to the Owner and sent by first class mail, postage prepaid, to the address which appears on the County Assessor's Rolls for the Lot for property tax purposes, return receipt requested. From the time of receipt of the notice, the Owner shall have forty-eight (48) hours to correct the Violation unless the Violation is of Section 4.1 (Alterations) in which case the Owner shall have ninety-six (96) hours to correct the Violation. If the Violation is not corrected by the specified time, liquidated damages shall accrue at the rate of Twenty Five Dollars ($25.00) per day from the date of receipt of the notice. Each District shall have the right, but not the obligation, to enforce payment of liquidated damages in any manner permitted by law or in equity, including an action in small claims court.

8.2.5 **VIOLATION OF LAW**: Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of this Declaration and is subject to any or all of the enforcement procedures herein set forth.

8.2.6 **REMEDIES CUMULATIVE**: Each remedy provided in this Declaration is cumulative and not exclusive.

8.2.7 **NO WAIVER**: The failure to enforce the provisions of any covenant, condition or restriction contained in this Declaration will not constitute a waiver of any right to enforce any such provisions or any other provisions of this Declaration.

ARTICLE IX
ANNEXATION, SUPERPADS AND CONDOMINIUMS

9.1 **ANNEXATION OF ANNEXABLE PROPERTY**: Property may be added to the Project by annexation only in accordance with the provisions of this Article. All or any portion of the Annexable Property may be added to the Project as one or more subsequent Phases without the approval of any Owner other than the Declarant in accordance with the provisions of Section 9.3 (Procedure for Annexation).

9.2 **SUPERPAD CONVERSION**: Superpads may be converted into Lots, Association Common Area or Non-Residential Area only in accordance with the provisions of this Article.

9.2.1 **NON-RESIDENTIAL AREA**: Any portion of a Superpad which is dedicated or conveyed to and accepted by the City, a District, a public or charter school district, or a governmental agency or unit or a public or quasi-public entity, agency or utility company shall be deemed "**Non-Residential Area**" and shall no longer be subject to this Declaration.

9.2.2 **ASSOCIATION COMMON AREA**: Any portion of a Superpad which is encumbered by a Supplemental Declaration and conveyed to an Association shall be deemed "**Association**

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Common Area." In addition, any portion of a Superpad which is encumbered by a Supplemental Declaration which provides that such portion of the Superpad is to be conveyed in undivided interest as tenants in common with the Owners of Condominiums Units shall be deemed "**Association Common Area**." Association Common Area shall be subject to a Supplemental Declaration and upon conveyance to the Association described in the Supplemental Declaration or upon conveyance of a Condominium Unit which creates an undivided interest in the Association Common Area, such Association Common Area shall no longer be subject to this Declaration.

9.2.3 **LOTS**: Any portion of a Superpad which is further subdivided into lots, parcels or condominiums intended for residential use and which is described as (a) one or more Lots in a Declaration of Annexation recorded in accordance with the provisions of Section 9.3 (Procedure for Annexation) or (b) one or more Condominiums in a Supplemental Declaration recorded in accordance with the provisions of Section 9.5 (Supplemental Declaration) shall upon the Effective Date of the Declaration of Annexation or Supplemental Declaration be deemed to be (i) one or more Lots as specified in the Declaration of Annexation or (ii) one or more Condominium Units as specified in the Supplemental Declaration, and shall no longer be deemed a part of a Superpad.

9.3 **PROCEDURE FOR ANNEXATION**: Any Declaration of Annexation must be signed by Declarant and any owner of the real property to be annexed. The Declaration of Annexation must describe the real property to be annexed and specify that all of the covenants, conditions and restrictions of this Declaration will apply to the annexed property in the same manner as if it were originally covered by this Declaration, subject to the provisions of Section 9.2 (Superpad Conversion). The Declaration of Annexation may impose any modifications or additional covenants, conditions or restrictions that Declarant reasonably considers appropriate to include the Annexable Property or the Superpad in the Project or to reflect differences in materials or Improvements to be constructed on the Annexable Property or the Superpad. No Declaration of Annexation may diminish the covenants, conditions or restrictions established by this Declaration or discriminate between the Owners in the Project. No Declaration of Annexation may alter or change the general common plan or scheme created by this Declaration or affect the provisions hereof as covenants running with the land or as equitable servitudes. A Declaration of Annexation must be recorded in the Official Records of the County.

9.4 **RESCISSION AND AMENDMENT**: Until the first conveyance of title to a Lot or Condominium Unit described in a Declaration of Annexation ("**Effective Date**"), Declarant has the right, at its sole option, to (i) amend the Declaration of Annexation, (ii) rescind the Declaration of Annexation, (iii) add additional property to the Declaration of Annexation or (iv) remove property from the Declaration of Annexation. Any addition or removal of Lots or Condominium Units shall be evidenced by the recordation in the Official Records of the County of an Amended Declaration of Annexation. After the Effective Date of a Declaration of Annexation, the Declaration of Annexation may be changed only by complying with the provisions of Section 8.1 (Amendments). Notwithstanding the preceding sentences, Declarant has the right, at its sole option, at any time, to remove all or any portion of a Superpad from a Declaration of Annexation. by recording an Amendment to Declaration of Annexation in the Official Records of the County which describes the property removed.

9.5 **SUPPLEMENTAL DECLARATION**: Declarant or a Merchant Builder may record a Supplemental Declaration against some or all of the Project owned by Declarant or that Merchant Builder. A Supplemental Declaration must be executed by the Owner of the portion of the Project to be encumbered by the Supplemental Declaration. The Supplemental Declaration must describe the portion of the Annexable Property to be encumbered by the Supplemental Declaration and such Annexable Property which must be made subject to this Declaration in accordance with Section 9.3 (Procedure for Annexation). Unless

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otherwise approved by Declarant a Supplemental Declaration must specify that all of the covenants, conditions and restrictions of this Declaration will apply to the real property described in the Supplemental Declaration. A Supplemental Declaration may create an Association. A Supplemental Declaration shall not be effective and shall not be deemed a Supplemental Declaration unless a consent is attached to the Supplemental Declaration executed by Declarant. A Supplemental Declaration must be recorded in the Official Records of the County with the consent attached. Any Supplemental Declarations shall be subject to this Declaration which shall control in the case of conflict unless otherwise provided in the Declaration(s) of Annexation which apply to the real property described encumbered by the Supplemental Declaration.

9.6 **OTHER RESTRICTIONS**: Other covenants, conditions and restrictions ("**Other Declarations**") which do not constitute a Supplemental Declaration may be recorded against one or more Lots, Condominium Units or Superpads. Any such Other Declarations shall be subject to this Declaration which shall control in the case of conflict. An Other Declaration may contain provisions which are more stringent than or in addition to the provisions of this Declaration. An Other Declaration shall not be effective unless Declarant approves the Other Declaration which may be evidenced by a consent attached to the Other Declaration executed by Declarant.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 **BINDING**: This Declaration is for the benefit of and binding upon all Owners, their respective heirs, legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, tenants, encumbrancers, donees, grantees, mortgagees, lien holders and assigns.

10.2 **CONFLICT**: To the extent there are conflicts or inconsistencies between the Maintenance Manual and this Declaration, the provision which requires the highest standard of Maintenance shall prevail.

10.3 **CONSTRUCTION OF PROVISIONS**: The provisions of this Declaration are to be liberally construed to effect its purpose of creating a uniform plan for the development and operation of the Project.

10.4 **EXHIBITS**: All exhibits, if any, attached to this Declaration are incorporated by this reference as though fully set forth herein.

10.5 **GENDER, NUMBER AND CAPTIONS**: As used herein, the singular includes the plural and masculine pronouns include feminine pronouns, where appropriate. The title and captions of each paragraph hereof are not a part thereof and shall not affect the construction or interpretation of any part hereof.

10.6 **MORTGAGE PROTECTION**: Any Owner may encumber its Lot with a mortgage or deed of trust. A breach of any of the conditions contained in this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any Lot in the Project; provided however that the conditions contained in this Declaration shall be binding upon and effective against any Owner of a Lot if the Lot is acquired by foreclosure, trustee's sale or otherwise.

10.7 **REDISTRIBUTION OF DECLARATION**: Upon the resale of any Lot by any Owner, the Owner must supply a copy of this Declaration to the buyer of the Lot.

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10.8 **SEVERABILITY OF PROVISIONS**: The provisions hereof shall be deemed independent and severable, and the validity or enforceability of any one provision will not affect the validity or enforceability of any other provision hereof.

10.9 **SUCCESSOR STATUTES**: Any reference in this Declaration to a statute will be deemed a reference to any amended or successor statute.

10.10 **TERM OF DECLARATION**: This Declaration shall continue in perpetuity.

10.11 **VOTING**: Any vote, written consent or other approval of an Owner that is provided for by any provision in this Declaration shall be governed by this Section 10.11.

10.11.1 **VOTING POWER**: Each Owner of a Lot shall be entitled to cast one (1) vote for each Lot owned. Each Owner of a Condominium Unit shall be entitled to cast one (1) vote for each Condominium Unit owned. Each Owner of a Superpad shall be entitled to cast one (1) vote for each residential dwelling which is proposed for construction within that Superpad as evidence by the most recent City approval of a tentative map applicable to that Superpad.

10.11.2 **VESTING OF VOTING RIGHTS**: An Owner's voting rights shall vest when a grant deed is recorded which vests title to a Lot, Condominium Unit or Superpad. If a ballot establishes a record date for voting, then those persons or entities who have vested voting rights as of the record date shall possess the right to vote; provided, however, a Record Date may not be more than sixty (60) days before the day on which the ballot is distributed. The Owners entitled to vote are referred to in this Section 10.11 as the "**Voting Owners**".

10.11.3 **CO-OWNERS**: The votes applicable to a Lot, Condominium Unit or Superpad shall be cast as a majority of co-Owners of that Lot, Condominium Unit or Superpad shall determine. If all holders of record fee title to the Lot, Condominium or Superpad cannot agree how to cast their votes, none of them shall cast votes for that Lot, Condominium or Superpad. Notwithstanding any language to the contrary, any votes cast by any holder of record fee title to a Lot, Condominium Unit or Superpad shall be deemed the authorized vote for that Lot, Condominium or Superpad.

10.11.4 **EXERCISE OF VOTING RIGHTS**: The power to cast a particular Owner's votes may be exercised by (i) the Owner; (ii) the Owner's conservator; (iii) the guardian of the Owner's estate; (iv) the parent(s) entitled to custody of the Owner if the Owner is a minor; or (v) the executor or administrator of a deceased Owner's estate if the Owner's interest in the Lot, Condominium or Superpad is subject to estate administration.

10.11.5 **BALLOT**: Unless a document is signed by Owners who possess sufficient votes to approve a matter assuming all Owners vote, any vote or other approval of Owners required by this Declaration shall be obtained by a written ballot. The written ballot ("**Ballot**") shall be mailed by first class U.S. Mail to all Voting Owners at the street address of the Owner's Lot, Condominium Unit or Superpad. The Ballot shall set forth (a) a ballot return date which shall not be less than thirty (30) days after the date of mailing, (b) a valid postal address within the State of California at which address all completed Ballots shall be mailed, and (c) an opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon. Any person or entity may prepare and distribute a Ballot at their sole cost and expense in accordance with this Section 10.11 to seek approval of a matter for which this Declaration requires a vote; provided, however, until (a) (i) all of the Annexable Property has been annexed to the Project

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or (ii) Declarant has recorded a notice in the County which states that the annexation of the Annexable Property is complete (i.e. no more of the Annexable Property will be annexed to the Project) and (b) Declarant no longer owns any Lot, Condominium Unit or Superpad in the Project, no ballot shall be mailed until Declarant has been provided with an opportunity to review the ballot to verify that it is prepared in compliance with this Declaration. The ballots shall be counted by a third party designated in by the person or entity distributing the Ballot.

10.11.6 **APPROVAL**: In determining whether a majority of Owners have approved a matter, only the votes of those Voting Owners who cast votes by mailing a completed Ballot to the address set forth in the Ballot within the time period established for voting as set forth in the Ballot shall be counted and if a majority of the votes so cast by Ballot approve a matter, the matter shall be deemed approved by a majority of the Owners.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the 18th day of December, 2013

DECLARANT:

RIVER ISLANDS DEVELOPMENT, LLC,
a California limited liability company

By: _____
Name: Susan Dell'Osso
Title: VP & Sec

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN } ss.

On Dec. 18, 2013, before me, Tim Maxfield, Notary Public, personally appeared Susan Dell-Osso,
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.

TIM MAXFIELD
COMM. # 1930656
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
COMM. EXPIRES APRIL 24, 2015

WITNESS my hand and official seal.

_____
Signature

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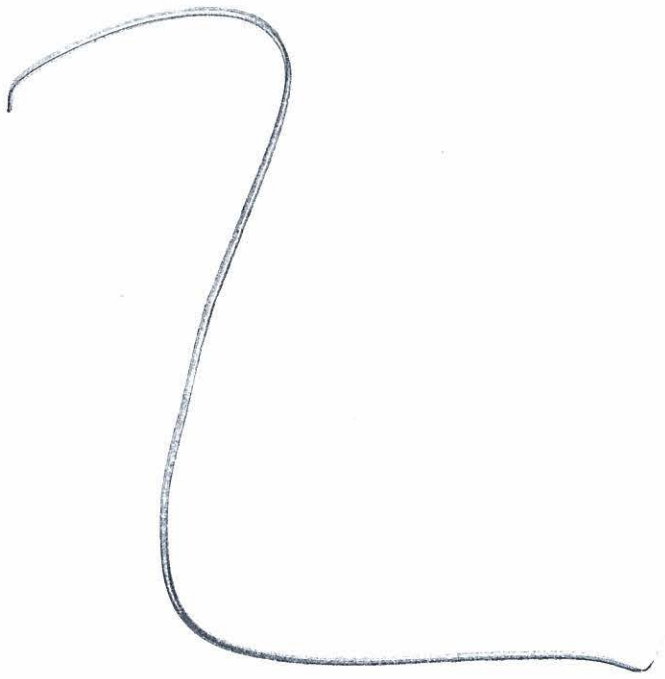
EXHIBITS

A Legal Description of Annexable Property (Section 2.2)



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LEGAL DESCRIPTION
RIVER ISLANDS DEVELOPMENT, LLC PARCELS

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1

ALL OF PARCEL TWO, AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT (LLA-12-0043) RECORDED OCTOBER 19, 2012, AS DOCUMENT NUMBER 2012-136661, TOGETHER WITH A PORTION OF PARCEL ONE, AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT (LLA-12-0044) RECORDED OCTOBER 19, 2012, AS DOCUMENT NUMBER 2012-136670, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL TWO (2012-136661) SAME BEING COMMON TO THE SOUTHWEST CORNER OF SAID PARCEL ONE (2012-136670);

THENCE, ALONG THE BOUNDARY LINES OF SAID PARCEL ONE (2012-136670) THE FOLLOWING SIX (6) COURSES:

1.) NORTH 300.08 FEET;

2.) WEST 12.00 FEET;

3.) NORTH 90.00 FEET;

4.) EAST 12.00 FEET;

5.) NORTH 745.00 FEET;

6.) EAST 1,990.00 FEET;

THENCE LEAVING SAID BOUNDARY LINE OF PARCEL ONE (2012-136670), SOUTH 70.00 FEET;

THENCE, SOUTH 45°00'00" EAST 42.43 FEET;

THENCE, SOUTH 615.00 FEET;

THENCE, SOUTH 45°00'00" WEST 42.43 FEET;

THENCE, SOUTH 90.00 FEET;

THENCE, SOUTH 45°00'00" EAST 42.43 FEET;

THENCE, SOUTH 262.00 FEET;

THENCE, SOUTH 45°00'00" WEST 42.43 FEET;

THENCE, SOUTH 60.00 FEET;

THENCE, SOUTH 45°00'00" EAST 42.43 FEET;

THENCE, SOUTH 108.00 FEET;

THENCE, EAST 178.00 FEET TO THE GENERAL SOUTHERLY LINE OF SAID PARCEL ONE (2012-136670);

EXHIBIT "A"

THENCE ALONG THE BOUNDARY LINE OF SAID PARCEL ONE (2012-136670) THE FOLLOWING TWELVE (12) COURSES:

1.) ALONG THE ARC OF A NON-TANGENT 22.00 FOOT RADIUS CURVE TO THE LEFT, TO WHICH BEGINNING A RADIAL LINE BEARS NORTH, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 34.56 FEET;

2.) SOUTH 183.06 FEET;

3.) SOUTH 2°26'58" EAST 126.36 FEET;

4.) SOUTH 132.06 FEET;

5.) ALONG THE ARC OF A TANGENT 86.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 135.09 FEET;

6.) EAST 172.60 FEET;

7.) ALONG THE ARC OF A TANGENT 54.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 84.82 FEET;

8.) SOUTH 72.52 FEET;

9.) NORTH 78°09'49" WEST 273.63 FEET;

10.) NORTH 59°09'49" WEST 85.03 FEET;

11.) NORTH 45°28'49" WEST 126.95 FEET;

12.) NORTH 55°18'57" WEST 24.10 FEET TO THE NORTHEAST CORNER OF SAID PARCEL TWO (2012-136661);

THENCE ALONG THE BOUNDARY LINE OF SAID PARCEL TWO (2012-136661), THE FOLLOWING TWENTY-ONE (21) COURSES:

1.) SOUTH 0°55'17" WEST 2,343.34 FEET;

2.) ALONG A NON-TANGENT 7,898.11 FOOT RADIUS CURVE TO THE LEFT, TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 22°47'53" WEST, THROUGH A CENTRAL ANGLE OF 11°53'45", AN ARC DISTANCE OF 1,639.82 FEET;

3.) NORTH 464.69 FEET;

4.) WEST 326.00 FEET;

5.) NORTH 289.00 FEET;

6.) WEST 70.00 FEET;

7.) NORTH 863.35 FEET;

8.) ALONG THE ARC OF A TANGENT 164.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 9°31'38", AN ARC DISTANCE OF 27.27 FEET;

9.) NORTH 9°31'38" WEST 30.00 FEET;

10.) ALONG THE ARC OF A TANGENT 201.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 9°31'38", AN ARC DISTANCE OF 33.42 FEET;

11.) NORTH 43.25 FEET;

12.) ALONG THE ARC OF A TANGENT 555.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°37'50", AN ARC DISTANCE OF 122.35 FEET;

13.) NORTH 12°37'50" WEST 182.11 FEET;

14.) NORTH 58°29'29" WEST 34.84 FEET;

15.) ALONG THE ARC OF A NON-TANGENT 1,925.00 FOOT RADIUS CURVE TO THE LEFT, TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 14°42'52" WEST, THROUGH A CENTRAL ANGLE OF 0°22'35", AN ARC DISTANCE OF 12.65 FEET;

16.) NORTH 14°40'18" WEST 150.00 FEET;

17.) NORTH 75°00'30" EAST 4.99 FEET;

18.) NORTH 31°24'05" EAST 35.97 FEET;

19.) NORTH 12°37'50" WEST 175.92 FEET;

20.) ALONG THE ARC OF A TANGENT 658.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°37'50", AN ARC DISTANCE OF 145.05 FEET;

21.) NORTH 1,266.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 205.26 ACRES OF LAND, MORE OR LESS.

PARCEL 2

A PORTION OF PARCEL ONE, AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT (LLA-12-0044) RECORDED OCTOBER 19, 2012, AS DOCUMENT NUMBER 2012-136670, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL ONE (2012-136670);

THENCE ALONG THE BOUNDARY LINE OF SAID PARCEL ONE (2012-136670) THE FOLLOWING TWENTY-SIX (26) COURSES:

1.) NORTH 56°05'49" WEST 90.43 FEET;

2.) NORTH 65°58'49" WEST 89.33 FEET;

3.) NORTH 75°02'49" WEST 188.47 FEET;

4.) NORTH 78°09'49" WEST 1,011.58 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

5.) ALONG THE ARC OF A NON-TANGENT 400.00 FOOT RADIUS CURVE TO THE RIGHT, TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 36°55'04" WEST, THROUGH A CENTRAL ANGLE OF 36°55'04", AN ARC DISTANCE OF 257.74 FEET;

6.) ALONG THE ARC OF A COMPOUND 537.00 FOOT RADIUS CURVE TO THE RIGHT, TO WHICH BEGINNING A RADIAL LINE BEARS NORTH, THROUGH A CENTRAL ANGLE OF 47°45'19", AN ARC DISTANCE OF 447.58 FEET;

7.) NORTH 66°44'59" EAST 126.85 FEET;

8.) ALONG THE ARC OF A TANGENT 75.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 111°29'04", AN ARC DISTANCE OF 145.93 FEET;

9.) ALONG THE ARC OF A COMPOUND 757.00 FOOT RADIUS CURVE TO THE LEFT, TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 45°15'55" EAST, THROUGH A CENTRAL ANGLE OF 32°20'44", AN ARC DISTANCE OF 427.35 FEET;

10.) NORTH 77°04'49" WEST 539.18 FEET;

11.) ALONG THE ARC OF A TANGENT 418.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 43°52'28", AN ARC DISTANCE OF 320.08 FEET;

12.) ALONG THE ARC OF A REVERSE 77.00 FOOT RADIUS CURVE TO THE LEFT, TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 56°47'39" EAST, THROUGH A CENTRAL ANGLE OF 64°44'59", AN ARC DISTANCE OF 87.02 FEET;

13.) SOUTH 82°02'40" WEST 243.37 FEET;

14.) ALONG THE ARC OF A TANGENT 77.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 82°02'40", AN ARC DISTANCE OF 110.26 FEET;

15.) SOUTH 248.78 FEET;

16.) ALONG THE ARC OF A TANGENT 48.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 75.40 FEET;

17.) WEST 82.00 FEET;

18.) ALONG THE ARC OF A TANGENT 48.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 75.40 FEET;

19.) NORTH 201.36 FEET;

20.) ALONG THE ARC OF A TANGENT 1111.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 9°03'12", AN ARC DISTANCE OF 175.55 FEET;

21.) ALONG THE ARC OF A COMPOUND 22.00 FOOT RADIUS CURVE TO THE LEFT, TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 80°56'48" EAST, THROUGH A CENTRAL ANGLE OF 72°07'31", AN ARC DISTANCE OF 27.69 FEET;

22.) NORTH 81°10'43" WEST 481.12 FEET;

23.) ALONG THE ARC OF A TANGENT 918.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 32°35'41", AN ARC DISTANCE OF 522.24 FEET;

24.) NORTH 48°35'02" WEST 100.35 FEET;

25.) ALONG THE ARC OF A TANGENT 332.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 41°24'58", AN ARC DISTANCE OF 239.99 FEET;

26.) WEST 79.00 FEET;

THENCE LEAVING THE BOUNDARY LINE OF SAID PARCEL ONE (2012-136670), WEST 178.00 FEET;

THENCE, NORTH 108.00 FEET;

EXHIBIT "A"

THENCE, NORTH 45°00'00" WEST 42.43 FEET;

THENCE, NORTH 60.00 FEET;

THENCE, NORTH 45°00'00" EAST 42.43 FEET;

THENCE, NORTH 262.00 FEET;

THENCE, NORTH 45°00'00" WEST 42.43 FEET;

THENCE, NORTH 90.00 FEET;

THENCE, NORTH 45°00'00" EAST 42.43 FEET;

THENCE, NORTH 615.00 FEET;

THENCE, NORTH 45°00'00" WEST 42.43 FEET;

THENCE, NORTH 70.00 FEET TO THE BOUNDARY LINE OF SAID PARCEL ONE (2012-136670);

THENCE ALONG SAID BOUNDARY LINE OF PARCEL ONE (2012-136670) THE FOLLOWING THIRTY-TWO (32) COURSES:

1.) NORTH 45°00'00" EAST 42.43 FEET;

2.) NORTH 1,165.00 FEET;

3.) NORTH 45°00'00" WEST 42.43 FEET;

4.) NORTH 60.00 FEET;

5.) NORTH 45°00'00" EAST 42.43 FEET;

6.) EAST 126.00 FEET;

7.) SOUTH 45°00'00" EAST 42.43 FEET;

8.) EAST 1,012.00 FEET;

9.) NORTH 45°00'00" EAST 35.36 FEET;

10.) EAST 70.00 FEET;

11.) SOUTH 45°00'00" EAST 35.36 FEET;

12.) SOUTH 60.00 FEET;

13.) SOUTH 45°00'00" WEST 35.36 FEET;

14.) SOUTH 1,175.00 FEET;

15.) SOUTH 45°00'00" EAST 35.36 FEET;

16.) EAST 945.41 FEET;

17.) SOUTH 26°35'51" WEST 46.10 FEET;

EXHIBIT "A"

18.) SOUTH 10°17'51" WEST 412.74 FEET;

19.) SOUTH 9°02'09" EAST 288.90 FEET;

20.) SOUTH 28°22'09" EAST 317.51 FEET;

21.) SOUTH 57°53'09" EAST 374.13 FEET;

22.) SOUTH 81°59'09" EAST 315.41 FEET;

23.) NORTH 79°12'51" EAST 463.76 FEET;

24.) NORTH 60°42'51" EAST 164.16 FEET;

25.) NORTH 28°22'51" EAST 655.83 FEET;

26.) SOUTH 83°37'09" EAST 188.07 FEET;

27.) SOUTH 25°57'09" EAST 461.56 FEET;

28.) SOUTH 01°47'09" EAST 259.39 FEET;

29.) SOUTH 18°12'51" WEST 898.41 FEET;

30.) SOUTH 4°31'51" WEST 472.37 FEET;

31.) SOUTH 54°25'51" WEST 251.09 FEET;

32.) SOUTH 18°31'49" EAST 119.64 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND GRANTED TO BANTA ELEMENTARY SCHOOL DISTRICT BY DEED RECORDED OCTOBER 19, 2011, IN DOCUMENT NO. 2011-126267 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY.

ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND GRANTED TO BANTA ELEMENTARY SCHOOL DISTRICT BY DEED RECORDED OCTOBER 19, 2011, IN DOCUMENT NO. 2011-126268 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY.

TOGETHER WITH THAT PORTION OF PARCEL ONE DESCRIBED IN THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT (LLA-12-0044) RECORDED OCTOBER 19, 2012, AS DOCUMENT NUMBER 2012-136670, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, AS FOLLOWS:

COMMENCING AT THE POINT HEREINABOVE REFERRED TO AS POINT "A";

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHERLY LINE OF TRACT 26 AS SAID TRACT 26 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY RECORDED AUGUST 14, 2004, IN BOOK 35 OF SURVEYS, AT PAGE 142, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, NORTH 78°09'49" WEST 235.40 FEET TO THE POINT OF BEGINNING;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHERLY LINE OF SAID TRACT 26, NORTH 78°09'49" WEST 239.13 FEET TO A POINT ON THE BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND GRANTED TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY BY DEED RECORDED JUNE 27, 2007, IN DOCUMENT NUMBER 2007-118685 AND 2007-118686, IN SAID OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, SAID POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE, ALONG SAID BOUNDARY LINE, THE FOLLOWING TWO (2) COURSES:

1.) ALONG THE ARC OF A NON-TANGENT 150.00 FOOT RADIUS CURVE TO THE RIGHT, TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 38°39'26" WEST, THROUGH A CENTRAL ANGLE OF 86°50'49", AN ARC DISTANCE OF 227.36 FEET;

2.) SOUTH 41°48'37" EAST 42.82 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH THAT PORTION OF PARCEL ONE DESCRIBED IN THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT (LLA-12-0044) RECORDED OCTOBER 19, 2012, AS DOCUMENT NUMBER 2012-136670, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, AS FOLLOWS:

COMMENCING AT THE POINT HEREINABOVE REFERRED TO AS POINT "B";

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHERLY LINE OF SAID TRACT 26, NORTH 78°09'49" WEST 303.56 FEET TO THE POINT OF BEGINNING;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHERLY LINE, NORTH 78°09'49" WEST 71.25 FEET TO A POINT ON SAID BOUNDARY LINE OF SAID PARCEL OF LAND (2007-118585);

THENCE, ALONG SAID BOUNDARY LINE, THE FOLLOWING TWO (2) COURSES:

1.) EAST 36.54 FEET;

2.) ALONG THE ARC OF A TANGENT 45.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 47°31'44", AN ARC DISTANCE OF 37.33 FEET TO the POINT OF BEGINNING.

CONTAINING 155.65 ACRES OF LAND, MORE OR LESS.

SAID PROPERTIES WERE SET FORTH AS PARCEL 1 AND 2 IN THE NOTICE OF LOT LINE ADJUSTMENT RECORDED AUGUST 30, 2013 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NO. 2013-111584.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

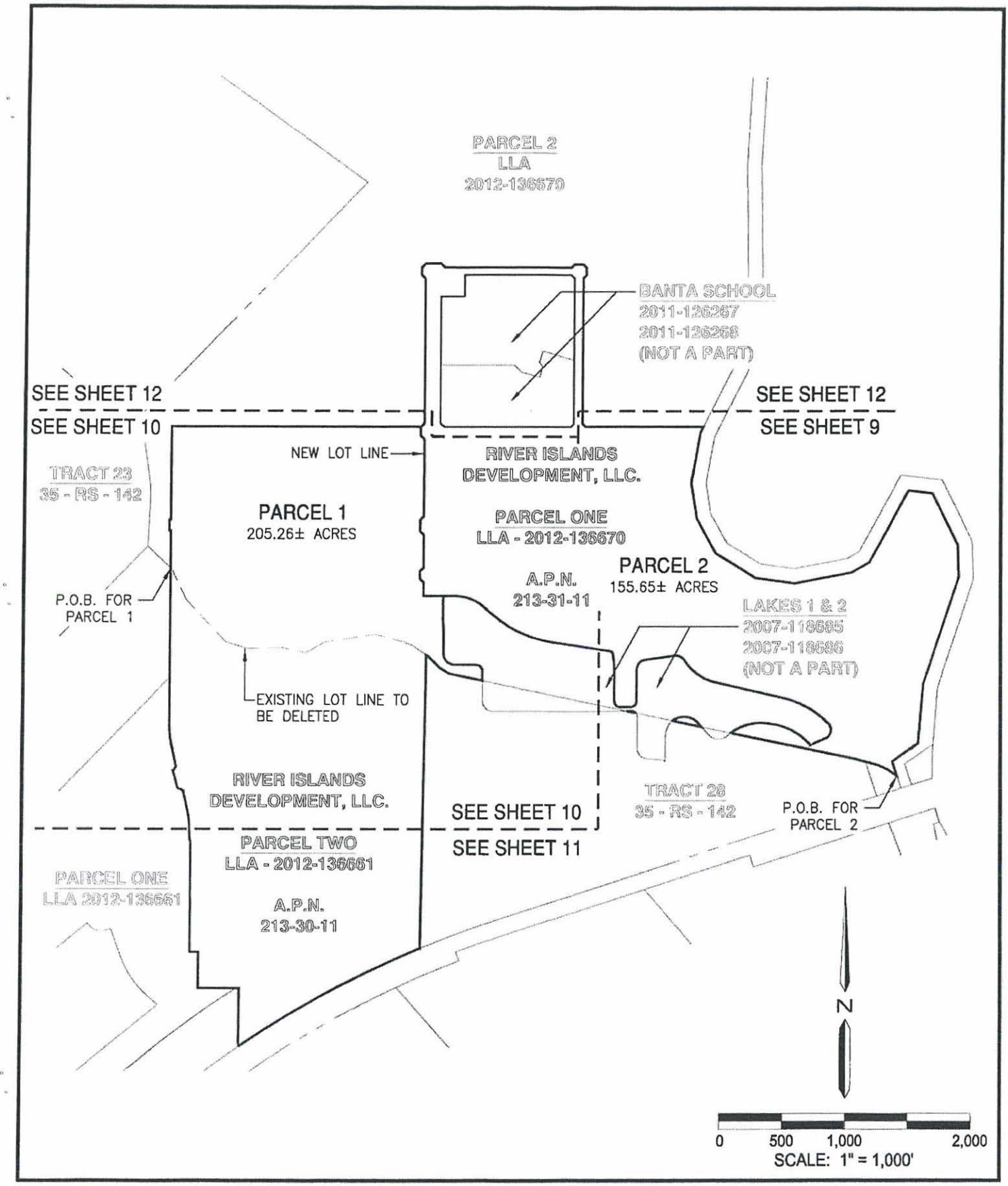
END DESCRIPTION

THIS LAND DESCRIPTION HAS BEEN PREPARED AT O'DELL ENGINEERING, BY ME, OR UNDER MY DIRECTION.

CHRISTIAN CINTEAN
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8941

12/17/2013
DATE

EXHIBIT "A"

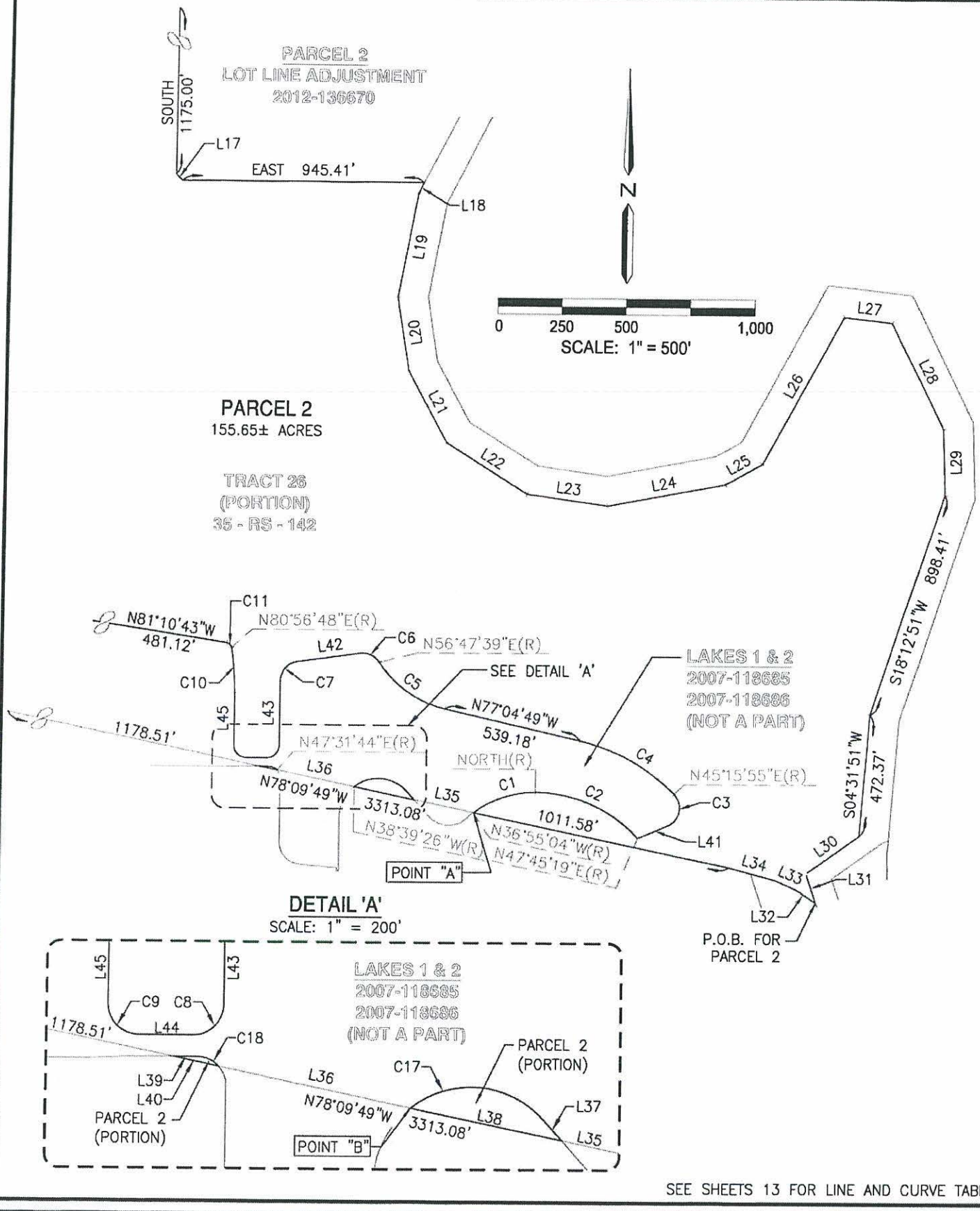


SCALE: 1" = 1,000'	
DRAWN BY: JJ	
FILE: 25500-rid parcels.dwg	
DATE: 12/17/2013	SHEET: 8 OF 13

EXHIBIT "A"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
RIVER ISLAND DEVELOPMENT, LLC PARCELS

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

O'DELL ENGINEERING
1165 Scenic Drive, Suite B Modesto, CA 95350
Ph 209 571 1765 Fax 209 571 2466



SEE SHEETS 13 FOR LINE AND CURVE TABLE

SCALE: 1" = 500'	
DRAWN BY: JJ	
FILE: 25500-rid parcels.dwg	
DATE: 12/17/2013	SHEET: 9 OF 13

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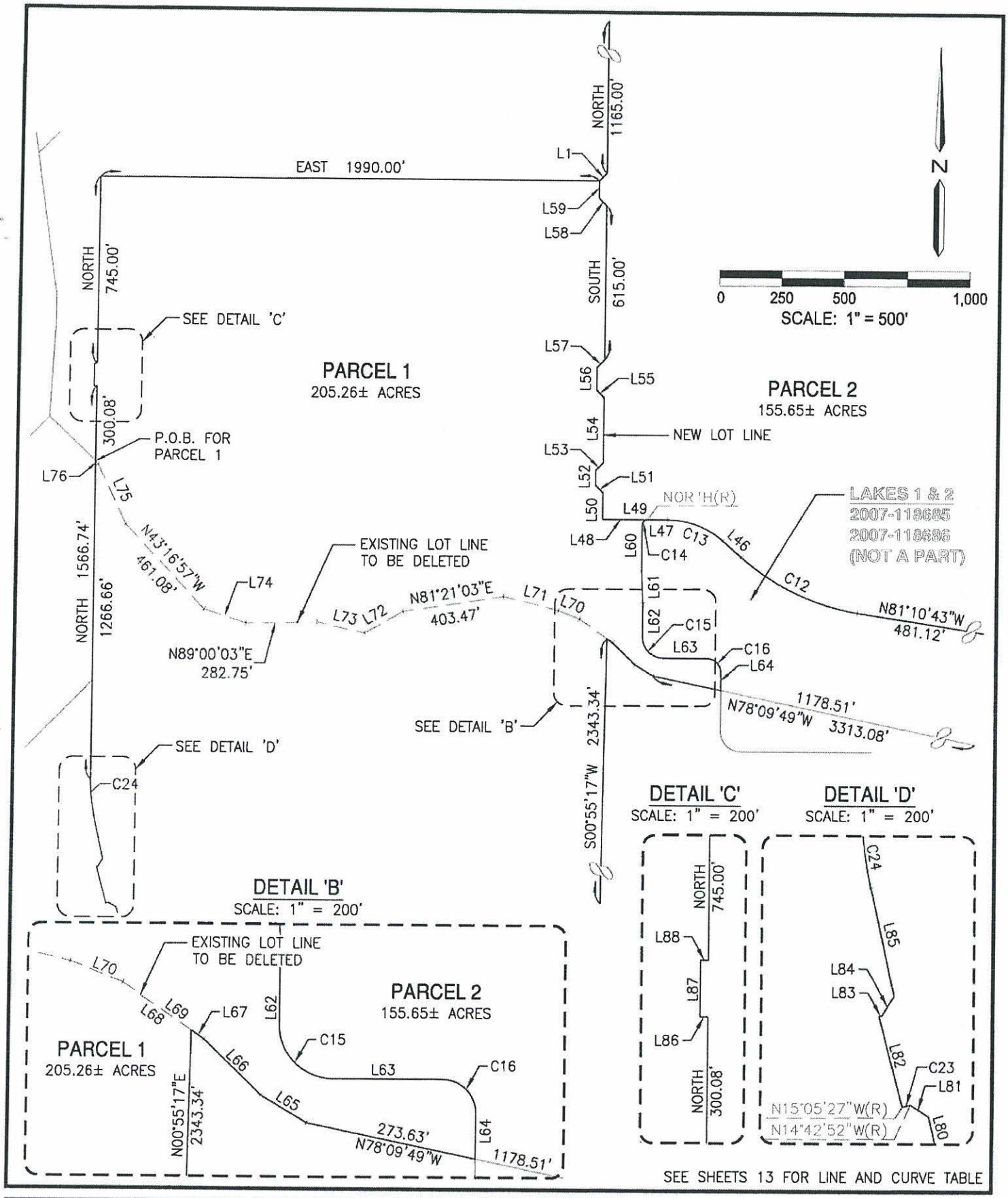

SEE SHEETS 13 FOR LINE AND CURVE TABLE

SCALE: 1" = 500'	
DRAWN BY: JJ	
FILE: 25500-rid parcels.dwg	
DATE: 12/17/2013	SHEET: 10 OF 13

EXHIBIT "A"
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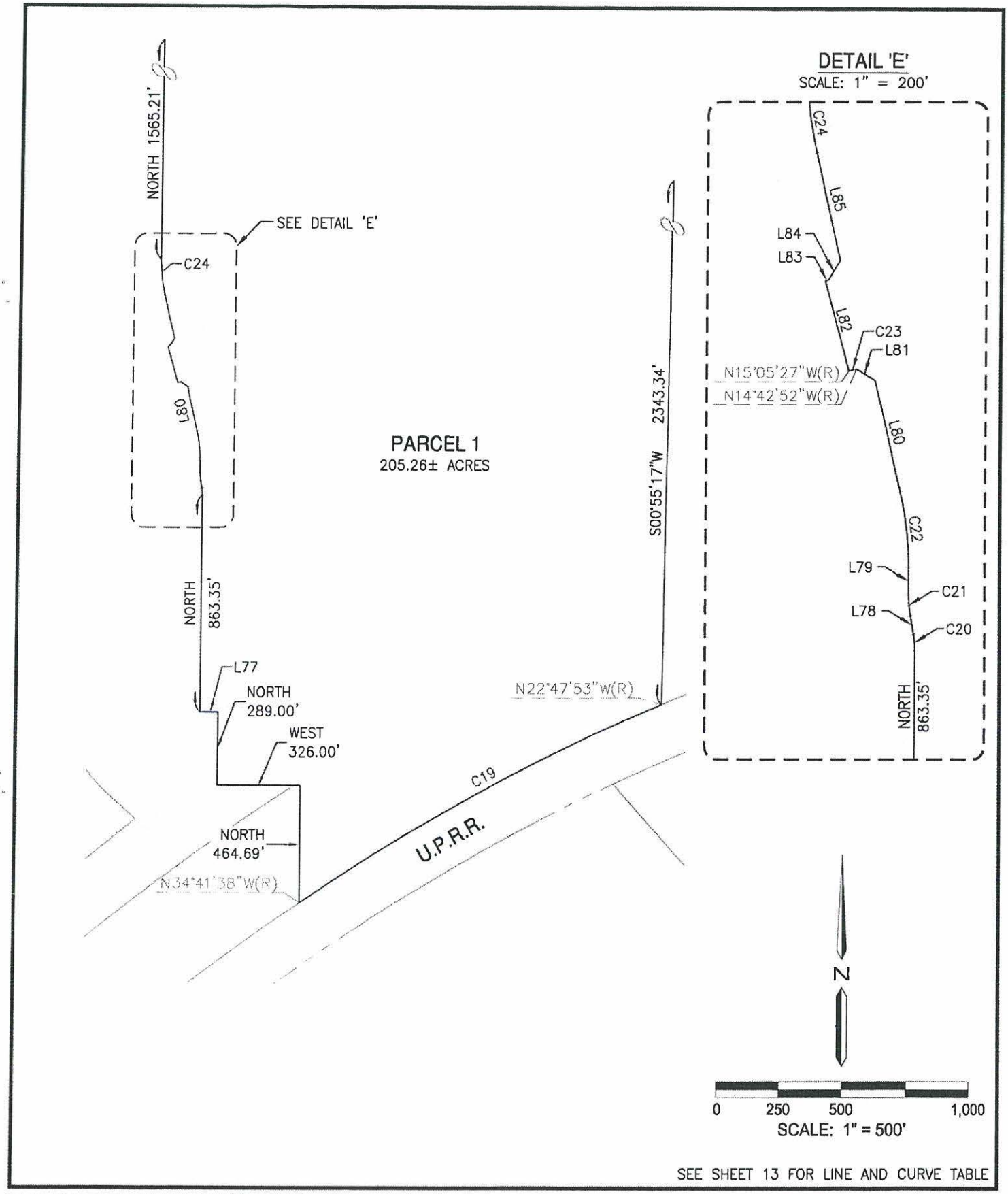

SEE SHEET 13 FOR LINE AND CURVE TABLE

SCALE: 1" = 500'	
DRAWN BY: JJ	
FILE: 25500-rid parcels.dwg	
DATE: 12/17/2013	SHEET: 11 OF 13

EXHIBIT "A"
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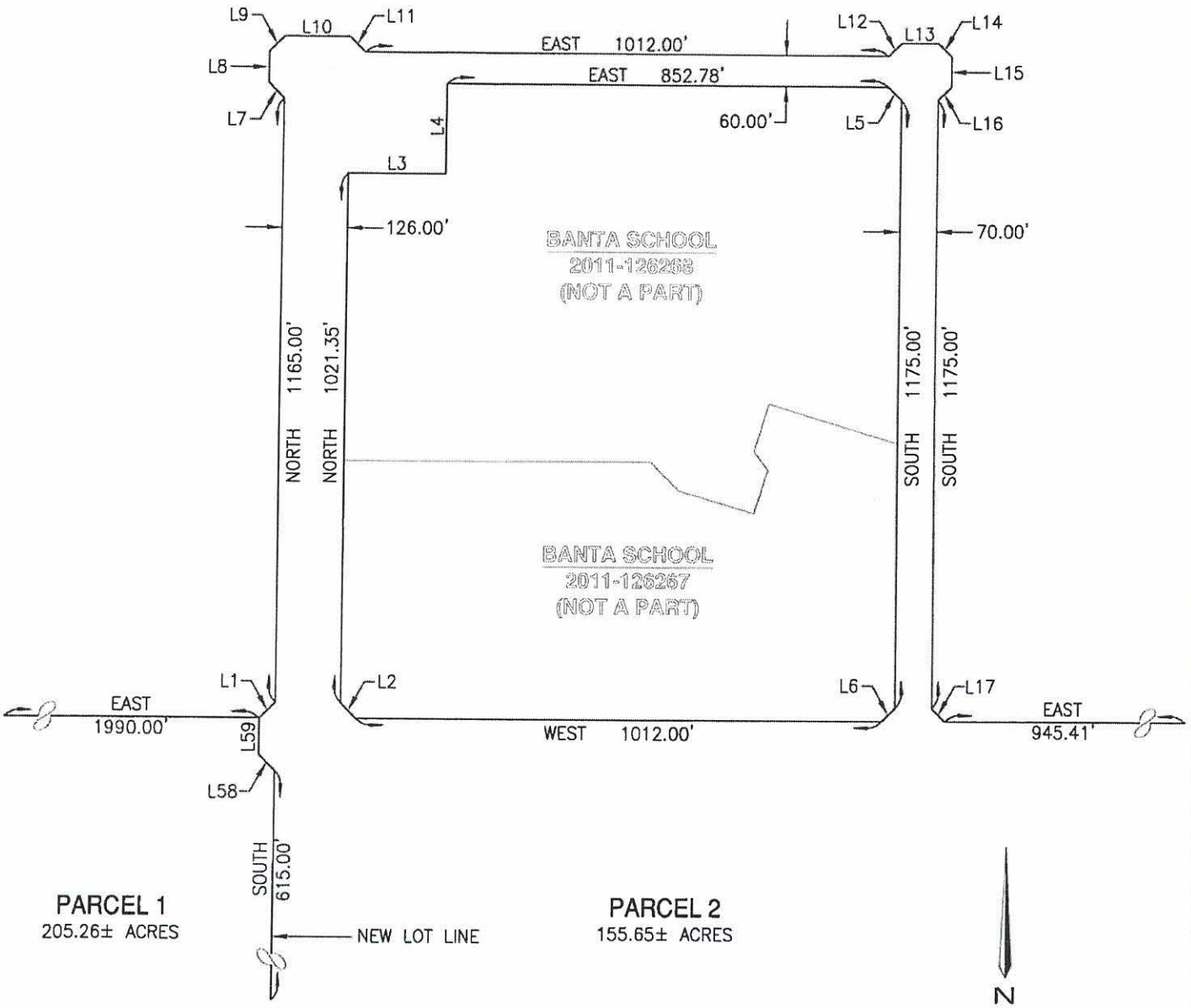

SEE SHEET 13 FOR LINE AND CURVE TABLE

SCALE: 1" = 300'	
DRAWN BY: JJ	
FILE: 25500-rid parcels.dwg	
DATE: 12/17/2013	SHEET: 12 OF 13

EXHIBIT "A"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
RIVER ISLAND DEVELOPMENT, LLC PARCELS

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA

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LINE TABLE

LINE #	LENGTH	DIRECTION
L1	42.43'	N45°00'00"E
L2	42.43'	N45°00'00"W
L3	189.22'	EAST
L4	173.65'	NORTH
L5	35.36'	N45°00'00"W
L6	35.36'	N45°00'00"E
L7	42.43'	N45°00'00"W
L8	60.00'	NORTH
L9	42.43'	N45°00'00"E
L10	126.00'	EAST
L11	42.43'	S45°00'00"E
L12	35.36'	N45°00'00"E
L13	70.00'	EAST
L14	35.36'	S45°00'00"E
L15	60.00'	SOUTH
L16	35.36'	S45°00'00"W
L17	35.36'	S45°00'00"E
L18	46.10'	S26°35'51"W
L19	412.74'	S10°17'51"W
L20	288.90'	S9°02'09"E
L21	317.51'	S28°22'09"E
L22	374.13'	S57°53'09"E

LINE TABLE

LINE #	LENGTH	DIRECTION
L23	315.41'	S81°59'09"E
L24	463.76'	N79°12'51"E
L25	164.16'	N60°42'51"E
L26	655.83'	N28°22'51"E
L27	188.07'	S83°37'09"E
L28	461.56'	S25°57'09"E
L29	259.39'	S1°47'09"E
L30	251.09'	S54°25'51"W
L31	119.64'	S18°31'49"E
L32	90.43'	N56°05'49"W
L33	89.33'	N65°58'49"W
L34	188.47'	N75°02'49"W
L35	235.40'	N78°09'49"W
L36	303.56'	N78°09'49"W
L37	42.82'	N41°48'37"W
L38	239.13'	N78°09'49"W
L39	36.54'	EAST
L40	71.25'	N78°09'49"W
L41	126.85'	N66°44'59"E
L42	243.37'	S82°02'40"W
L43	248.78'	SOUTH
L44	82.00'	WEST

LINE TABLE

LINE #	LENGTH	DIRECTION
L45	201.36'	NORTH
L46	100.35'	N48°35'02"W
L47	79.00'	WEST
L48	178.00'	EAST
L49	257.00'	WEST
L50	108.00'	SOUTH
L51	42.43'	S45°00'00"E
L52	60.00'	SOUTH
L53	42.43'	S45°00'00"W
L54	262.00'	SOUTH
L55	42.43'	S45°00'00"E
L56	90.00'	SOUTH
L57	42.43'	S45°00'00"W
L58	42.43'	S45°00'00"E
L59	70.00'	SOUTH
L60	183.06'	SOUTH
L61	126.36'	S2°26'58"E
L62	132.06'	SOUTH
L63	172.60'	EAST
L64	72.52'	SOUTH
L65	85.03'	N59°09'49"W
L66	126.95'	N45°28'49"W

LINE TABLE

LINE #	LENGTH	DIRECTION
L67	24.10'	N55°18'57"W
L68	133.42'	N55°18'57"W
L69	157.52'	N55°18'57"W
L70	91.01'	N68°39'57"W
L71	226.34'	N76°17'57"W
L72	174.33'	N60°19'03"E
L73	194.83'	N77°38'57"W
L74	174.13'	N72°06'57"W
L75	266.04'	N24°56'57"W
L76	15.32'	N46°09'57"W
L77	70.00'	WEST
L78	30.00'	N9°31'38"W
L79	43.25'	NORTH
L80	182.11'	N12°37'50"W
L81	34.84'	N58°29'29"W
L82	150.00'	N14°40'18"W
L83	4.99'	N75°00'30"E
L84	35.97'	N31°24'05"E
L85	175.92'	N12°37'50"W
L86	12.00'	WEST
L87	90.00'	NORTH
L88	12.00'	EAST

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	400.00'	36°55'04"	257.74'
C2	537.00'	47°45'19"	447.58'
C3	75.00'	111°29'04"	145.93'
C4	757.00'	32°20'44"	427.35'
C5	418.00'	43°52'28"	320.08'
C6	77.00'	64°44'59"	87.02'
C7	77.00'	82°02'40"	110.26'
C8	48.00'	90°00'00"	75.40'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C9	48.00'	90°00'00"	75.40'
C10	1111.00'	9°03'12"	175.55'
C11	22.00'	72°07'31"	27.69'
C12	918.00'	32°35'41"	522.24'
C13	332.00'	41°24'58"	239.99'
C14	22.00'	90°00'00"	34.56'
C15	86.00'	90°00'00"	135.09'
C16	54.00'	90°00'00"	84.82'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C17	150.00'	86°50'49"	227.36'
C18	45.00'	47°31'44"	37.33'
C19	7898.11'	11°53'45"	1639.82'
C20	164.00'	9°31'38"	27.27'
C21	201.00'	9°31'38"	33.42'
C22	555.00'	12°37'50"	122.35'
C23	1925.00'	0°22'35"	12.65'
C24	658.00'	12°37'50"	145.05'

SCALE: NOT TO SCALE	
DRAWN BY: JJ	
FILE: 25500-rid parcels.dwg	
DATE: 12/17/2013	SHEET: 13 OF 13

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