

Recording Requested By:  
First American Title - NHS

RECORDING REQUESTED BY:

DOC # 2010-0228899  
05/18/2010 08:00A Fee:39.00  
Page 1 of 9  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

5

WHEN RECORDED, MAIL TO:

Dzida, Carey & Steinman (SDH)  
3 Park Plaza, Suite 750  
Irvine, CA 92614



1187135-07

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			9						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	025

**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATION  
OF EASEMENTS  
FOR  
CALDER RANCH  
(PHASE 4)**

T  
025

39

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS ("*Supplemental Declaration*") is made on may 10, 2010, by CAPITAL PACIFIC REAL ESTATE, INC., a Delaware corporation ("*Declarant*").

**P R E A M B L E:**

A. Declarant is the owner of real property ("*Residential Area*") located in Riverside County, California, described as follows:

Lots 17 and 21 to 28, inclusive, of Tract No. 29636, as shown on a Subdivision Map, Filed in Book 423, Pages 87 to 93, inclusive, of Maps, in the Office of the Riverside County Recorder.

B. Declarant is the record owner of other real property described on *Exhibit "1"* attached hereto ("*Common Property*"). The Residential Area and the Common Property are collectively referred to hereinafter as the "*Annexed Territory*".

C. The Annexed Territory is part of the "*Annexable Area*" as defined in that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Calder Ranch recorded on April 2, 2008, as Instrument No. 08-163610, in Official Records of Riverside County, California ("*Declaration*"). The Declaration is binding upon all Owners of Lots in the Properties presently covered by the Declaration.

D. Declarant is the "*Declarant*", as defined in the Declaration. In furtherance of the master development plan for the Properties, Declarant intends to improve and sell Residences in

the Annexed Territory to the public, and to provide for the maintenance of the Common Property in the Annexed Territory for the benefit of the Owners of all Lots in the Properties, subject to the provisions of the Declaration and this Supplemental Declaration.

E. Pursuant to Article II of the Declaration, Declarant now desires to add the Annexed Territory to the Properties subject to the Declaration.

THEREFORE, DECLARANT HEREBY DECLARES AS FOLLOWS:

1. **Annexation of Territory and Establishment of General Plan.**

1.1 **General Plan.** This Supplemental Declaration is hereby established in furtherance of the general plan for the improvement and sale of Residences within the Annexed Territory and for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Annexed Territory and each Lot therein.

1.2 **Annexation.** The Annexed Territory is made a part of the Properties subject to the Declaration. The Annexed Territory is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Supplemental Declaration, and the Declaration.

1.3 **Equitable Servitudes.** The covenants, conditions and restrictions of this Supplemental Declaration and the Declaration are hereby imposed as equitable servitudes upon the Annexed Territory and each Lot therein, as a servient tenement, for the benefit of each and every other Lot within the Properties and the Common Property, as the dominant tenements.

1.4 **Covenants Appurtenant.** The covenants, conditions and restrictions of this Supplemental Declaration shall run with, and shall inure to the benefit of and shall be binding upon all of the Annexed Territory, and shall be binding upon and inure to the benefit of all Persons having, or hereafter acquiring, any right, title or interest in all or any portion of the Annexed Territory, and their successive owners and assigns.

1.5 **Restrictions.** This Supplemental Declaration is recorded pursuant to Article II of the Declaration, and each of the provisions hereof shall be deemed a part of the "**Restrictions**" (as defined in the Declaration), and they may be enforced as therein provided for the enforcement of other provisions thereof.

1.6 **Membership.** The Owners of Lots in the Annexed Territory shall automatically become Members of Calder Ranch Community Association ("**Association**").

1.7 **Phase of Development.** The Annexed Territory is hereby designated as a "**Phase of Development**" (as defined in the Declaration) of the Properties.

2. **Common Property.**

2.1 **Alternate Phases.** Portions of the Common Property described herein ("**Multi-Phased Common Property**") may also be designated for Association ownership

pursuant to a separately recorded Supplemental Declaration in connection with another Phase of Development ("*Alternative Phase*").

2.1.1 **Title to Common Property.** Declarant hereby grants to the Association a nonexclusive easement of access, ingress and egress, for use, maintenance, repair, replacement and other purposes set forth in the Declaration over the Common Property, if any, designated on *Exhibit "1"* hereto for easement ownership by the Association, such easement to be effective (without the necessity of recordation of additional documentation) upon the first Close of Escrow for the sale of a Lot in the Annexed Territory. No Owner shall interfere with the exercise by the Association of its rights under the easements granted herein or otherwise by Declarant. The Common Property, if any, designated on Exhibit "1" hereto for fee ownership by the Association shall be conveyed to the Association prior to the first Close of Escrow for the sale of a Lot in the Annexed Territory. The Association shall have an easement for maintenance of the "*Association Maintenance Areas*" (as defined in the Declaration), if any, described on *Exhibit "1"* hereto.

2.1.2 **Commencement of Common Property.** The Association shall become responsible for maintenance of the Common Property concurrently with the commencement of Assessments in the Annexed Territory; provided that maintenance by the Association of Multi-Phased Common Property, if any, shall commence concurrently with the commencement of Common Assessments in the Annexed Territory or the Alternative Phase, whichever occurs first.

2.1.3 **Relocation of Common Property Easement.** Any Common Property comprising easements over real property (other than Public Property) the fee title to which has not been made subject to the Declaration ("*Interim Easement Area*") shall be subject to relocation, modification or termination in order to accommodate the final plan of development for the future Phase of Development in which the Interim Easement Area is located. Such relocation, modification or termination shall be set forth in the Recorded instrument annexing fee title to the Interim Easement Area to the Declaration. Notwithstanding the foregoing, no such relocation, modification or termination shall prevent access to any portion of the Properties.

3. **Assessment Obligations.** The rights and obligations of all Owners of Lots located in the Annexed Territory with respect to assessments shall be as set forth in the Declaration and this Supplemental Declaration. All assessments provided for in the Declaration shall commence as to each Lot in the Annexed Territory on the first day of the first month following the month in which the first Close of Escrow occurs for the sale of a Lot in the Annexed Territory.

4. **Views.** There are no views in the Annexed Territory which are protected to any extent pursuant to the Declaration or this Supplemental Declaration.

5. **Miscellaneous Provisions.**

5.1 **Amendment and Duration.** Until the first Close of Escrow for the sale of a Lot in the Annexed Territory, this Supplemental Declaration, may be amended or terminated by a written instrument executed and Recorded by Declarant. Upon the first Close of Escrow in

the Annexed Territory, this Supplemental Declaration, may be amended or terminated only by complying with the applicable requirements of the Declaration. Unless amended or terminated as provided herein, the provisions of this Supplemental Declaration shall continue and remain in full force and effect for so long as the Declaration remains in effect. The Annexed Territory may be deannexed from the Properties and this Supplemental Declaration only by complying with the same procedure for deannexing property from coverage of the Declaration, as set forth in Article II of the Declaration.

5.2 **Enforcement and Non-Waiver.** Reference is hereby made to the provisions of Article XII, Section 12.1.5 of the Declaration, which Section is hereby incorporated in this Supplemental Declaration by such reference as though set forth herein.

5.3 **Restrictions Construed Together.** All of the provisions of this Supplemental Declaration shall be liberally construed together with the Restrictions to promote and effectuate the fundamental concepts of the Properties, as set forth in the Declaration. Except as may be otherwise provided in this Supplemental Declaration or the Declaration, the rights and obligations of the Owners located in the Annexed Territory shall be the same as the rights and obligations of the other Owners now or hereafter affected by the Declaration.

5.4 **Restrictions Severable.** Notwithstanding the provisions of the foregoing Paragraph 5.3, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provisions or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

5.5 **Meaning of Terms.** Except as otherwise expressly provided herein, the capitalized words and phrases in this Supplemental Declaration shall have the same meanings as defined in the Declaration. As used in this Supplemental Declaration, all words in the masculine, feminine, or neuter gender, or the singular or plural number shall be construed to include the others, wherever the context so requires.


5.6 **Captions.** All captions or titles used in this Supplemental Declaration are intended solely for convenience of reference and shall not affect the interpretation of any of the terms or provisions of this Supplemental Declaration.

Declarant has executed this Supplemental Declaration the day and year first written above.

CAPITAL PACIFIC REAL ESTATE, INC.,  
a Delaware corporation

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

Its: President

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

Its: VICE PRESIDENT

**"Declarant"**

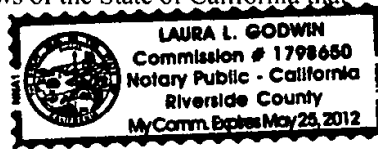
STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF Orange )

On May 10, 2010, before me, Laura L Godwin,  
Notary Public, personally appeared Scott Coler & Mark G Mullin

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

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

WITNESS my hand and official seal.



Signature Laura L Godwin

(SEAL)

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(SEAL)

**EXHIBIT "1"**

**DESCRIPTION OF COMMON PROPERTY**

All that certain real property located in the County of Riverside, State of California, described as follows:

PARCEL NO. 1 ["Common Area" to be owned in fee]

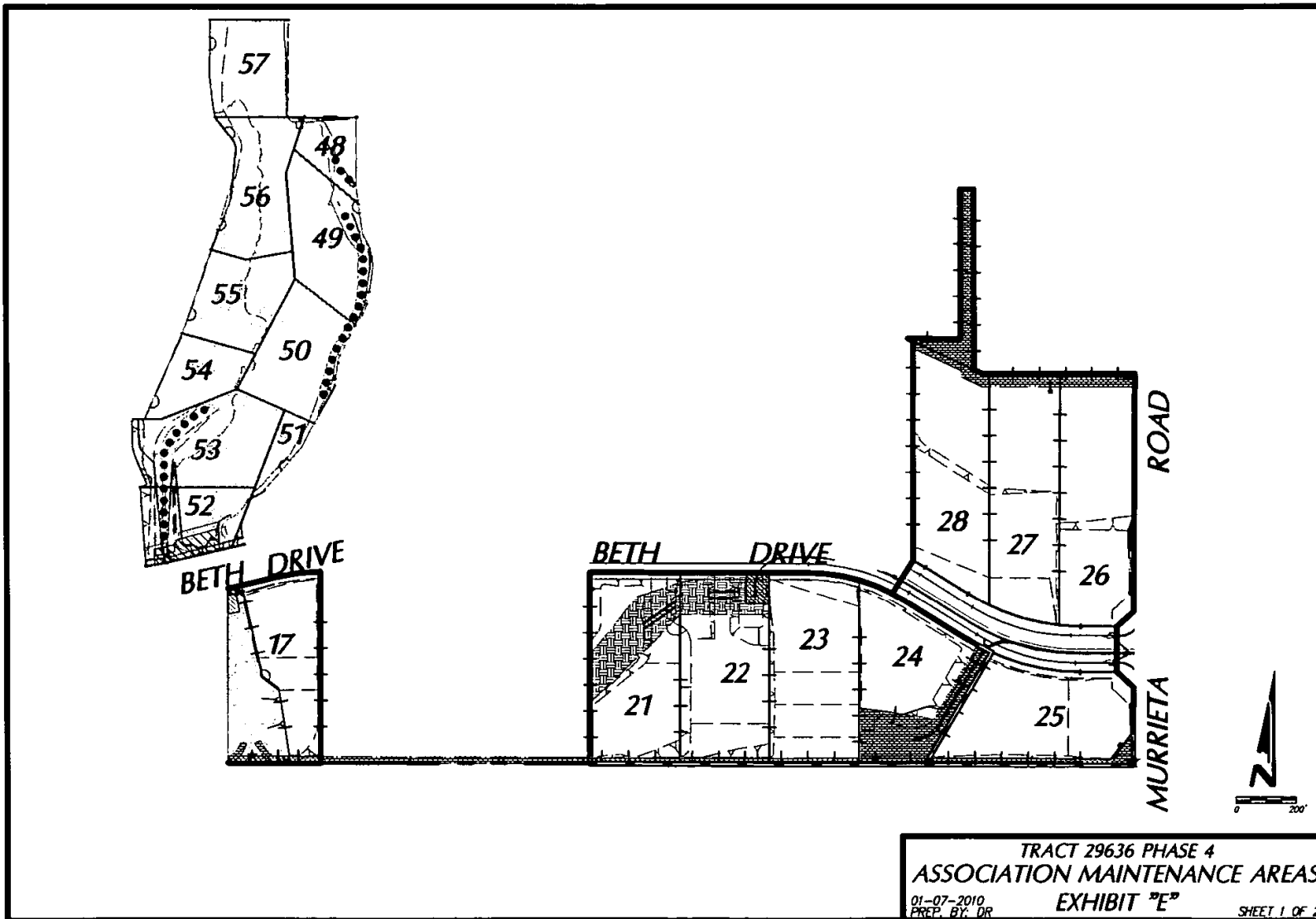
Not applicable.

NOTE: Parcel No. 1 excludes, for maintenance purposes, those portions, if any, of the above-described Lot(s) which have been accepted for maintenance by a governmental authority.

PARCEL NO. 2 ["Association Maintenance Areas" to be owned as easements]

As provided in Section 2.1.1 of this Supplemental Declaration, the Association shall have nonexclusive easements of access, ingress and egress, for use, maintenance, repair, replacement and other purposes, over those portions of the following described real property:

Those portions of Lots 17 and 21 to 28, inclusive, of Tract No. 29636, as shown on a Subdivision Map, Filed in Book 423, Pages 87 to 93, inclusive, of Maps, in the Office of the Riverside County Recorder, designated as "Association Maintenance Area" on the drawing(s) attached hereto.











TRACT 29636 PHASE 4  
 ASSOCIATION MAINTAINANCE AREAS  
 EXHIBIT "E"  
 01-07-2010  
 PREP. BY: DR  
 SHEET 1 OF 2






## LEGEND




### "ASSOCIATION" MAINTENANCE AREAS

-  DRAINAGE SWALES, PIPELINES (WHERE APPLICABLE) AND ACCESS ROADS
-  OPEN SPACE (INCLUDES CHANNELS, WASH, & GRASSED SWALES)
-  ACCESS ROAD (NOTE: INCLUDES SEWER & STORM DRAIN MAINT. BY OTHERS)
-  DETENTION / WATER QUALITY BASIN (INCLUDE ACCESS ROADS IN BASIN AREA)
-  GRASSED SWALE (BMP)
-  TUBULAR STEEL FENCE
-  SLUMP BLOCK WALL (MAINTENANCE OF PERIMETER EXTERIOR ONLY)
-  GATE

### HOMEOWNER MAINTENANCE AREAS

-  DRAINAGE SWALES, CULVERTS AND NATURAL DRAINAGE COURSES.
-  SIDE AND REAR YARD FENCING
-  SLUMP BLOCK WALL MAINTAINED BY HOMEOWNER (ON INTERIORS ONLY)

### RCTD/RCFC & WCD EASEMENTS

-  STORMDRAIN EASEMENT (PIPELINE MAINTAINED BY RCTD/RCFC & WCD SURFACE MAINTAINED BY HOMEOWNER, NO STRUCTURES ALLOWED)
-  DRAINAGE ACCESS EASEMENT TO RCTD/RCFC & WCD (MAINTENANCE OF INLETS, OUTLETS AND STORM DRAIN)
-  ENTRY MONUMENT AND LANDSCAPING OUTSIDE OF COUNTY RIGHT OF WAY AT BYERS, CRAIG, AND MURRIETA RD.

NOTE: FOR EASEMENTS NOT SHOWN FOR THIS PHASE, SEE PHASE ONE LOTS 48-51

TRACT 29636 PHASE 4  
ASSOCIATION MAINTENANCE AREAS  
07-15-2008  
PREP. BY: RH EXHIBIT "E" SHEET 2 OF 2