

- (a) The proceeding shall be heard in the county in which the Properties are located;
- (b) The referee must be a retired judge or a licensed attorney with substantial experience in relevant real estate matters;
- (c) Any dispute regarding the s of the referee shall be resolved by JAMS or the entity providing the reference services, or, if no entity is involved, by the court with appropriate jurisdiction;
- (d) The referee may require one or more pre-hearing conferences;
- (e) The parties shall be entitled to discovery and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge;
- (f) A stenographic record of the trial shall be made, provided that the record shall remain confidential except as may be necessary for post-hearing motions and any appeals;
- (g) The referee's statement of decision shall contain findings of fact and conclusions of law to the extent applicable; and
- (h) The referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.

The statement of decision of the referee upon all of the issues considered by the referee is binding upon the Parties, and upon filing of the statement of decision with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon. The decision of the referee shall be appealable as if rendered by the court. This provision shall in no way be construed to limit any valid cause of action which may be brought by any of the parties. The parties acknowledge and accept that they are waiving their right to a jury trial.

15.15. Additional Provisions.

Notwithstanding the provisions contained in the Restrictions, the Association and the Owners should be aware that there may be provisions of various laws, including without limitation, the Davis-Stirling Common Interest Development Act codified at Sections 135 et seq. of the California Civil Code and the Federal Fair Housing Act codified at Title 42 United States Code, Section 3601 et seq., which may supplement or override the Restrictions. Declarant makes no representations or warranties regarding the future enforceability of any portion of the Restrictions.

15.16. Electric Power Lines and Electromagnetic Fields.



Underground electric transmission and distribution lines are located within the Properties. These lines are owned, operated and maintained by Southern California Edison Company. Numerous scientific and epidemiological studies have been conducted to determine whether there are any adverse health effects from electric and magnetic fields (EMF) generated by electric power lines. Although the California State Department of Education has established site selection standards for locating new schools near power lines with voltage of 50kV or greater, no state agency has established any setback of limitations on construction of residential housing in the vicinity of electric power lines. In November, 1993, the California Public Utilities Commission (PUC) found that recent EMF studies have not concluded that an EMF health hazard actually exists. However, the PUC also found that additional research is necessary to determine if there is a health hazard from EMF. Such research is being undertaken by the California Department of Health Services. Further information on this subject is available from the Electric and Magnetic Fields Program, California Department of Health Services, 21512 Berkeley Way, Annex 10, Berkeley, CA 94704, (510) 540-3657.

15.17. Marketing Name.

The Properties shall be marketed under the name "Renaissance Estates" unless and until changed by Declarant in its sole and absolute discretion from time to time. Declarant shall notify the DRE of any change in the name of the Properties under which it is marketed by Declarant.

15.18. Post-Tension Slab System.

Each Owner hereby acknowledges that the concrete slab for some or all of the Residences constructed on the Properties may have been reinforced with a grid of steel cable which was installed in the concrete and then tightened to create a very high tension. This type of slab is commonly known as a "post-tension slab system" ("System"). Each Owner further acknowledges that cutting in to the System for any reason (e.g. to install a floor safe, to remodel plumbing, etc.) And is very hazardous and may result in serious damage to the Residence and /or personal injury. By accepting a grant deed to a residential Lot, each Owner hereby specifically covenants and agrees that:

- (a) Owner shall not cut into or otherwise tamper with the System;
- (b) Owner shall not knowingly permit or allow any other person to cut into or tamper with the System, other than a licensed contractor who has been informed that the slab is post-tensioned and who has identified the location of the cables running within the slab;
- (c) Owner shall disclose the existence of the System (if any) to any tenant, subsequent purchaser or lessee of the residential Lot, and
- (d) Owner shall indemnify and hold Declarant, and its respective officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorney's fees) arising from any breach of this Section.



15.19. Maintenance of Natural Watercourses. Except for temporary uses by Declarant while the Project is being developed and Lots are being sold by Declarant, all natural watercourses, as identified in the Riverside County LMS Conditions of Approval, shall be kept free of buildings and obstructions in order to maintain the natural drainage patterns of the areas and to prevent flood damage to new buildings. The Owner of each Lot over which any natural watercourse may flow shall so maintain and preserve each natural watercourse in compliance with the Riverside County LMS Conditions of Approval.

15.20. Compliance with Biological Environmental Constraints. The Project is subject to the biological resources restrictions set forth in County Biological Report No. PD-B-840 ("Biological Report"), prepared with regard to the Project May 1991 by John Peters and Associates on file at the County of Riverside Planning Department. The Biological Report requires protections pertaining to Coast Live Oak and Sycamore tree communities. The Association, and each Owner whose Lot may be deemed to be subject thereto, shall comply with all restrictions and conditions set forth pursuant to the Biological Report.

15.21. Oak Tree Preservation. No construction activities or placement of structures shall occur within the protected zone of any oak tree or oak woodland, except may be otherwise set forth in the Riverside County LMS Conditions of Approval. The protected zone shall be defined as a circle whose center is equal to an oak tree's height or ten (10) feet, whichever is greater. Where the outermost edge of an oak tree's drip line (the outermost edge of a tree's canopy) extends beyond this radius, that portion of the drip line shall also be included as part of that tree's protected zone. Protected zones shall not apply to dead or dying oak trees, unless the tree's condition appears to be the result of human activity that indicates an intent to kill the tree. The following guidelines shall be observed with regard to oak trees and oak tree protections by the Association and each Owner:

- (a) Landscaping, trenching, or irrigation systems shall not be installed within the existing protected zone of any oak tree or oak woodlands, unless recommended by a qualified biologist;
- (b) Land uses that would cause excessive soil compaction within the protected zone of any individual oak tree shall be avoided. no recreational trails shall be permitted within the drip line of any individual oak trees.
- (c) Manufactured cut slopes shall not begin their downward cut within the protected zone of any individual oak tree, except as provided in this Section or in the Riverside County LMS Conditions of Approval;
- (d) Manufactured fill slopes shall not extend within the protected zone, except as provided in this Section or in the Riverside County LMS Conditions of Approval;



- (e) On-site retaining walls, if required, shall be designed to protect the root system of any individual oak tree, except as provided in this Section or in the Riverside County LMS Conditions of Approval;
- (f) Redirection of surface runoff which results in increased soil moisture for an extended period of time within the drip line area of any individual oak tree shall be avoided. If unavoidable, a drainage system shall be designed to maintain the previous amount of soil moisture;
- (g) Sedimentation and siltation shall be controlled to avoid filling around the base of oak trees.
- (h) Redirection of surface runoff which results in decreased soil moisture for an extended period of time within the drip line area shall be avoided. If unavoidable, an irrigation system shall be designed to maintain the previous amount of soil moisture.
- (i) A construction zone at the interface with a protected zone shall be clearly delineated on the site in order to avoid impacts from construction operations and also to prevent the storage or parking of equipment outside the construction zone.
- (j) Dead or dying oak trees are necessary for the excavation of nest cavities by woodpeckers. Twelve species of birds use next cavities. It is important to the health of the habitat to retain dead and dying oak trees that are not a hazard to humans. Such oak trees shall be retained in place unless determined to pose a health or safety hazard in which case they shall be discarded at an approved on-site location identified by the consulting biologist for habitat enhancement.
- (k) On-site to on-site, or on-site to off-site relocation of oak trees will not constitute mitigation and is considered the same as removal for the purposes of these guidelines.
- (l) Replacement of oak trees with plantings of saplings or acorns is not required by these guidelines; however, replacement plantings may be used in addition to these guidelines when they are required by another agency or when it is determined to be biologically sound and appropriate to do so.



15.22. Compliance with Archaeological Environmental Constraints. The Project is subject to the archaeological resources restrictions set forth in County Archaeological Report No. PD-A-1764 ("Archaeological Report"), prepared with regard to the Project August 30, 1990, on file at the County of Riverside Planning Department. The Association, and each Owner whose Lot may be deemed to be subject thereto, shall comply with all restrictions and conditions set forth pursuant to the Archaeological Report.

15.23. No Representations or Warranties.

No representations or warranties of any kind, express or implied, have been given or made by Declarant, or its agents or employees in connection with the Properties, or any portion thereof, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes of regulation thereof as a planned development, except as specifically and expressly set forth in this Declaration and except as may be filed by Declarant from time to time with the DRE.

ARTICLE XVI

16. Annexation of Additional Property.

Additional real property may be annexed to Phase I and such additional real property may become subject to this Declaration by any of the following methods:

16.1. Additions by Declarant.

Declarant may add the Annexable Territory, or any portion or portions thereof (including any Common Area located therein), to the Properties and bring such added territory within the general plan of this Declaration without the approval of the Association, the Board, or Members, so long as Declarant owns any portion of the Annexable Territory. As each Phase is developed, Declarant may, with respect thereto, Record a supplemental declaration ("Supplemental Declaration") which may supplement this Declaration with such additional covenants, conditions, restrictions, reservations, and easements as Declarant may deem appropriate for that Phase.

16.2. Other Additions.

In addition to the provisions for annexation specified in Section 16.1 above, additional real property may be annexed to the Properties and brought within the general plan of this Declaration upon the approval by vote or written consent of Members entitled to exercise no less than two-thirds (2/3rds) of the Association's voting power.

16.3. Rights of Added Territory Members.

Subject to the provisions of Section 16.4. upon the Recording of a Notice of Addition containing the provisions as set forth in this Section, all provisions contained in this Declaration will apply to the



real property described in such Notice of Addition (the "Added Territory") in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the Added Territory will be the same as with respect to the property originally covered hereby, and the rights, powers and responsibilities of the Owners, lessees and occupants of Lots within the Added Territory, as well as within the property originally subject to this Declaration, will be the same as if the Added Territory were originally covered by this Declaration. From and after the first day of the first month following the first Close of Escrow in the Added Territory, the Owners of Lots located in the Added Territory shall share in the payment of assessments to the Association to meet Common Expenses of the entire Properties as provided in Section 6.7 hereof. Voting rights attributable to the Lots in the Added Territory do not vest until Annual Assessments have commenced as to such Lots.

16.4. Notice of Addition.

The additions authorized under Sections 16.1 and 16.2 must be made by Recording a Notice of Addition, or other similar instrument (which notice or instrument may contain the Supplemental Declaration, if any affecting each such Phase), with respect to the Added Territory ("Notice of Addition") which will extend the general plan of this Declaration to such Added Territory. The Notice of Addition for any addition under Section 16.1 must be signed by Declarant. The Notice of Addition for any addition under Section 16.2 must be signed by at least two (2) officers of the Association to certify that the requisite Member approval under Section 16.2 was obtained. The Recordation of said Notice of Addition effectuates the annexation of the Added Territory described therein, and thereupon said Added Territory will constitute a part of the Properties, become subject to this Declaration and encompassed within the general plan of covenants, conditions, restrictions, reservation of easements and equitable servitudes contained herein, and become subject to the Association's functions, powers and jurisdiction; and the Owners of Lots in the Added Territory will automatically become Members. Such Notice of Addition may contain a Supplemental Declaration with such additions and modifications of the covenants, conditions, restrictions, reservation of easements and equitable servitudes contained in this Declaration as may be necessary to reflect the different character, if any, of the Added Territory, or as Declarant deems appropriate in the development of the Added Territory, and as are not inconsistent with the general plan of this Declaration. In no event, however, may such Notice of Addition or Supplemental Declaration revoke, modify or add to the covenants, conditions, restrictions, reservation of easements, or equitable servitudes established by this Declaration as the same pertain to the real property originally covered by this Declaration. Concurrently with the first Close of Escrow for the sale of a Lot in any Phase annexed to the Properties in accordance herewith, Declarant shall pay to the Association an appropriate amount (as determined by DRE) for reserves for replacement or deferred maintenance of the Common Area in such Phase necessitated by or arising out of the use and occupancy of the Residences in such Phase under a rental program conducted by Declarant if such rental program was in effect for at least one (1) year prior to such first Close of Escrow.

16.5. Deannexation and Amendment.

Declarant may amend a Notice of Addition or delete all or a portion of a Phase from coverage of this Declaration and the Association's jurisdiction so long as Declarant is the owner of all of such Phase



and provided that (a) an amending instrument or a Notice of Deletion of Territory, as applicable, is Recorded in the same manner as the applicable Notice of Addition was Recorded, (b) Declarant has not exercised any Association vote with respect to any portion of Such Phase, (c) assessments have not yet commenced with respect to any portion of such Phase, (d) Close of Escrow has not occurred for the sale of any Lot in such Phase, (e) the Association has not made any expenditures or incurred any obligations with respect to any portion of such Phase.

ARTICLE XVII

17. Provisions Required by the Planning Department of the County of Riverside.
Notwithstanding any provision of this Declaration to the contrary, the following provisions shall apply:

17.1 Continuous Maintenance

The Association established herein shall manage and continuously maintain the Common Area and shall not sell or transfer the Common Area or any part hereof, absent the prior written consent of the Planning Department of the County of Riverside or the County's successor-in-interest.

17.2 Rights of Association.

The Association shall have the right to assess the owners of each individual lot or unit for the reasonable cost of maintaining the Common Area, and shall have the right to lien the property of any such owner who defaults in the payment of a maintenance assessment. An assessment lien, once created, shall be prior to all other liens recorded subsequent to the notice of assessment or other documents creating the assessment lien.

17.3 Prior Written Consent.

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

17.4 Conflicts.

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

This Declaration is dated for identification purposes August 10, 1999.

Declarant:

RENAISSANCE PROPERTIES, LLC
A California limited liability company





By:

Al Rattan, President / Manager



1999-534783
12/98/1999 08 60A
78 of 77



1999-369615
08/18/1999 08 60A
69 of 78

General Acknowledgement

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE } ss.

On AUG. 17, 1999 before me, MARY L. HUDSON,
NOTARY PUBLIC

personally appeared AL RATTAN -----

personally known to me (or 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.

WITNESS my hand and official seal.

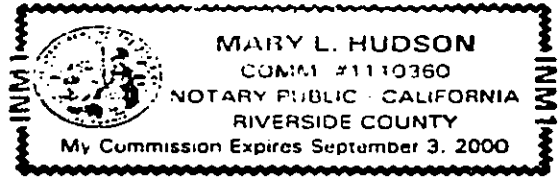
Signature Mary L. Hudson

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT: Title of Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

STEWART TITLE OF THE INLAND EMPIRE

FOR NOTARY SEAL OR STAMP



68/18/1999 68-68R 78 of 78

General Acknowledgement

STATE OF CALIFORNIA
COUNTY OF _____ } ss.

On _____ before me, _____

personally appeared _____

personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT: Title of Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

STEWART TITLE OF THE INLAND EMPIRE

FOR NOTARY SEAL OR STAMP

1999-534763
12/08/1999 68-68R 71 of 77