RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 12/24)

Date 10/17/2025, City of Perris ("Tenant") and 2023 Escobedo Family Revocable Trust, Dated 12/18/2023 Rental Property Owner ("RPO"), Authorized Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. PROPERTY:

A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 3012 Sawmill Dr. , Perris, CA 92570 ("Premises").

B. The Premises are for the sole use as a personal residence by the following named person(s) only: Fire Department personel.
Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than **14 (or _____) days** without Housing Provider's written consent.

C. The following personal property, maintained pursuant to **paragraph 11**, is included: _____ or ☐ (if checked) the personal property on the attached addendum is included.

D. The Premises may be subject to a local rent or eviction control ordinance, or both.

2. TERM: The term begins on (date) 11/18/2025 ("Commencement Date"). If Tenant has not paid all amounts then due; **(i)** Tenant has no right to possession or keys to the premises and; **(ii)** this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant **(i)** in person; **(ii)** by mail to Tenant's last known address; or **(iii)** by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

☐ **A. Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

☒ **B. Lease:** This Agreement shall terminate on (date) 11/30/2027 at _____ ☐ AM/ ☐ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; **(ii)** mandated by any rent increase cap or just cause eviction control under any state or local law; or **(iii)** Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

A. Tenant agrees to pay $3,295.00 per month for the term of the Agreement.

B. Rent is payable in advance on the **1st (or _____) day** of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

(1) Rent shall be paid by ☒ personal check, ☒ money order, ☒ cashier's check, made payable to Federico Escobedo, ☐ wire/electronic payment to _____, or ☐ other _____. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.

(2) Rent shall be delivered to (name) Federico Escobedo (whose phone number is) (951)901-5350 at (address) 3545 Chesterfield Dr. Perris, CA 92571 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____).

(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: **(i)** Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and **(ii)** all future Rent shall be paid by ☐ money order, or ☒ cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay $3,295.00 as a security deposit.
(The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)

B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.

C. Security deposit will be ☒ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.

D. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

F. No interest will be paid on security deposit unless required by local law.

G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds shall be paid by [X] personal check, [X] money order, [X] cashier's check, or [ ] wire/ electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from 11/18/2025 to 11/30/2025 (date)	$1,427.83		$1,427.83	11/18/2025	Federico Escobedo
Security Deposit	$3,295.00		$3,295.00	11/18/2025	Federico Escobedo
Other Tenant Broker Fee	$850.00		$850.00	11/18/2025	Marin Realty Group
Other					
Total	$5,572.83		$5,572.83		Federico Escobedo

6. LATE CHARGE; RETURNED CHECKS:

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or** 3 **) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of $150.00 or _____% of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

[X] **A.** Parking is permitted as follows: Only working vehicles. In driveway and on the street. Two passenger vehicles (for Fire Departent personel).
The right to parking [ ] is [ ] is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR [ ] **B.** Parking is not permitted on the real property of which the Premises is a part.

8. STORAGE: (Check A or B)

[ ] **A.** Storage is permitted as follows: _____
The right to separate storage space [ ] is, [ ] is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional $_____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR [X] **B.** Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: _____, except _____, which shall be paid for by Housing Provider, or [ ] as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

[ ] **A. Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

[ ] **B. Gas Meter:** The Premises does not have a separate gas meter.

[ ] **C. Electric Meter:** The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).
(Check all that apply:)

[X] **A.** Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).

[ ] **B.** **(i)** Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) [ ] within **3 days** after execution of this Agreement; [ ] prior to the Commencement Date; [ ] within **3 days** after the Commencement Date. **(ii)** Tenant shall complete and return the MII to Housing Provider within **3 (or ____) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.

[X] **C.** Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or *10*) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

[ ] **D.** Other: _____ .

11. MAINTENANCE USE AND REPORTING:

A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B. [ ] Housing Provider [X] Tenant [ ] HOA shall water the garden, landscaping, trees and shrubs, except: _____ .

C. [ ] Housing Provider [X] Tenant [ ] HOA shall maintain the garden, landscaping, trees and shrubs, except: _____ .

D. [ ] Housing Provider [X] Tenant shall maintain ***Front and back yard (weeds and maintenance of any landscaping)*** .

E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C**, and **11D**.

F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

G. **PERIODIC PEST CONTROL:** [ ] Housing Provider [ ] Tenant shall pay for periodic pest control by the following service provider: _____. This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: $ _____ per _____.

H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: _____ .

I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.

J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent, [ ] except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:

A. **(i)** Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; **(ii)** Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.

B. The Premises or common areas may be subject to a local non-smoking ordinance.

C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, **(i)** Tenant is in material breach of this Agreement; **(ii)** Tenant, guests, and all others may be required to leave the Premises. [ ] Smoking of the following substances only is allowed: _____.

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. **(If applicable, check one)**

[ ] (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within ____ days or _____ .

OR [X] (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant, or Housing Provider shall have the right to deduct such amounts from the security deposit.

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. **(Check one)**

☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____.

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐ _____):

☒ 2 key(s) to Premises,	☒ 2 remote control device(s) for garage door/gate opener(s),
☒ 1 key(s) to mailbox,	☐ _____,
☐ _____ key(s) to common area(s),	☐ _____,

B. Tenant acknowledges that locks to the Premises ☐ have, ☒ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.

(2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.

(3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

(4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.

C. ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. **PHOTOGRAPHS AND INTERNET ADVERTISING:**

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:**

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. POSSESSION:

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or _____) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2) ☐ Tenant is already in possession of the Premises.

B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of this Agreement, Tenant shall: **(i)** give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; **(v)** remove all debris; **(vi)** give written notice to Housing Provider of Tenant's forwarding address; and **(vii)** _____ _____.

B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

26. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.

27. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

28. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

29. INSURANCE:

A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**

B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: **(i)** an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.

C. ☒ Tenant shall obtain liability insurance, in an amount not less than $*500,000.00* for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: **(i)** as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and **(ii)** as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.

30. WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☐ Portable Dishwasher ☐ Portable Washing Machine.

31. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

32. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: *Federico Escobedo*
951-901-5350
3545 Chesterfield Dr. Perris, CA 92571

Tenant: *City of Perris*
Att: Michele Ogawa
(951) 943-6100
101 N D St, Perris, CA 92570

33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
34. **REPRESENTATION**
    A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
    B. **HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.
35. **MEDIATION:**
    A. Consistent with **paragraphs 35B** and **35C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
    B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
    C. Housing Provider and Tenant agree to mediate disputes or claims involving Owner's Agent/Broker, Tenant's Agent/Broker, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed $1,000 (or $_____), except as provided in **paragraph 35A**.
37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
38. **DISCLOSURES:**
    A. [X] **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
    B. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
    C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
    D. [ ] **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
    E. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
    F. [ ] **OTHER MATERIAL FACTS:** _____
    _____
    _____
    G. **ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

41. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:
Housing Provider's Brokerage Firm Marin Realty Group License Number 02084394
Is the broker of (check one): ☐ the Housing Provider; or ☒ both the Tenant and Housing Provider (Dual Agent).
Housing Provider's Agent Jose M Marin License Number 01753895
Is (check one): ☐ the Housing Provider's Agent. (salesperson or broker associate); or ☒ both the Tenant's and Housing Provider's Agent (Dual Agent).
Tenant's Brokerage Firm Marin Realty Group License Number 02084394
Is the broker of (check one): ☐ the Tenant; or ☒ both the Tenant and Housing Provider (Dual Agent).
Tenant's Agent Jose M. Marin License Number 01753895
Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate); or ☒ both the Tenant's and Housing Provider's Agent (Dual Agent).

B. DISCLOSURE: ☒ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

C. TERMINATION OF AGENCY RELATIONSHIP:
(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.
(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): ☒ Tenant occupancy, ☐ Delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☐ Completion of Move In Inspection (C.A.R. Form MII).

42. BROKER COMPENSATION:

A. EXISTING WRITTEN AGREEMENTS: Upon execution of this Agreement:
(1) **TENANT COMPENSATION TO TENANT'S BROKER:** If applicable, Tenant agrees to pay compensation as specified in a separate written agreement between Tenant and Broker (C.A.R. Form TRBC or LCA).
(2) **OWNER COMPENSATION TO OWNER OR TENANT'S BROKER:** If applicable, Owner agrees to pay compensation as specified in a separate written agreement between Owner and Broker(s) (C.A.R. Form LL or LCA).

B. ☐ OWNER AGREEMENT TO PAY TENANT'S BROKER: In consideration for Tenant entering into this Lease/Rental agreement, Owner agrees to pay Tenant's Broker as follows:
(1) **Fixed term lease: (i)** _____ percent of the total rent payments due under the term specified in **paragraph 2B**; or **(ii)** ☐ $ _____; or **(iii)** ☐ _____;
(2) **For month-to-month rental: (i)** _____ percent of _____; or **(ii)** ☐ $ _____ or **(iii)** ☐ _____;
(3) **Payment is conditioned on** Tenant taking possession of the Premises or being prevented from doing so by Housing Provider;
(4) **Payments made by Owner shall be credited** against any obligation of Tenant to pay Tenant's Broker pursuant to a separate written agreement; and
(5) **Third-party beneficiary:** Owner acknowledges and agrees that Tenant's Broker is a third-party beneficiary of this agreement and may pursue Owner for failure to pay the amount specified in **paragraph 42B**.

C. ☒ PAYMENT OF COMPENSATION OUT OF TENANT MOVE-IN FUNDS: RPO authorizes Tenant to deduct any amount for Tenant's Broker and Housing Provider's Broker compensation out of Tenant's move-in funds still due under **paragraph 5** and make payment directly to Tenant's Broker and Housing Provider's Broker. Any amount paid pursuant to this paragraph shall be credited against the amounts specified in **paragraph 5**. RPO shall be responsible for any compensation due Brokers under **paragraphs 42A(2)** and **42B** that are not covered by this paragraph. Tenant is instructed to make payment as follows:

Payment made to:	Amount	Due Date
Tenant's Broker	$850.00	11/18/2025
Housing Provider's Broker		
Housing Provider		
Property Manager (see **paragraph 49**)		

43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. RECEIPT: If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

45. CITY, COUNTY OR OTHER LOCAL REQUIREMENTS: Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.

46. OTHER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement: ☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☐ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD); ☐ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); ☐ Parking and Storage Disclosure (C.A.R. Form PSD); ☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); ☒ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC); ☒ Offer of Tenant Positive Rental Payment Reporting (C.A.R. Form TRPR);
☐ Other Documents/Addenda: _____
☒ Other Terms: Tenant will have an option to extend lease for another year at the end of the lease term.

47. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50** or **51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

48. ☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):
☐ Housing Provider's Brokerage Firm in Real Estate Brokerage section ☐ Tenant's Brokerage Firm in Real Estate Brokers section
☐ Property Management firm immediately below
Real Estate Broker (Property Manager) _____ DRE Lic # _____
(Agent) _____ DRE Lic # _____
Address _____ Telephone # _____

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

50. Tenant agrees to rent the Premises on the above terms and conditions.

A. ☒ **ENTITY TENANT: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) **Non-Individual (entity) Tenant:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____ .

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.
(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**
(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.
(B) The name(s) of the Legally Authorized Signer(s) is/are: Clara Miramontes , _____ .

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of Tenant: City of Perris
☒ Printed Name of Legally Authorized Signer: Clara Miramontes Title, if applicable, City Manager
Address _____ City _____ State ____ Zip _____
Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____
Printed name of Tenant: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and **(iii)** waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Text _____ E-mail _____

Premises: *3012 Sawmill Dr. , Perris, CA 92570* Date: *10/17/2025*

51. Housing Provider (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

A. ☒ ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Housing Provider:** One or more Housing Providers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____

_____.

(3) **Contractual Identity of Housing Provider:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: *Federico Escobedo*, *Pascuala Escobedo* .

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Housing Provider: *2023 Escobedo Family Revocable Trust, Dated 12/18/2023*

☒ Printed Name of Legally Authorized Signer: *Federico Escobedo* Title, if applicable, *Trustee*

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____

☒ Printed Name of Legally Authorized Signer: *Pascuala Escobedo* Title, if applicable, *Trustee*

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Tenant's Initials X_____ / _____ Housing Providers Initials X_____ /X_____

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

B. Agency relationships are confirmed in **paragraph 41**.

C. BROKER COMPENSATION: Housing Provider's Broker and Tenant's Broker agrees to accept the compensation, as specified in **paragraph 42** or in a separate written agreement.

Real Estate Broker (Tenant's Firm) *Marin Realty Group* DRE Lic. # *02084394*

By (Agent) *Jose M. Marin* DRE Lic. # *01753895* Date _____

Address *246 W 4th St.* City *Perris* State *CA* Zip *92570*

Telephone *(951)830-2967* Text *(951)848-9578* E-mail *jose.marin09@gmail.com*

Real Estate Broker (Housing Provider's Firm) *Marin Realty Group* DRE Lic. # *02084394*

By (Agent) *Jose M Marin* DRE Lic. # *01753895* Date _____

Address *246 W 4th St.* City *Perris* State *CA* Zip *92570*

Telephone *(951)657-4400* Text *(951)848-9578* E-mail *jose.marin09@gmail.com*

BED BUG DISCLOSURE

California Civil Code §1954.603
(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated *10/17/2025*, on property known as *3012 Sawmill Dr. , Perris, CA 92570*, in which *City of Perris* is referred to as "Tenant" and *2023 Escobedo Family Revocable Trust, Dated 12/18/2023* is referred to as "Housing Provider".

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
   - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
   - Molted bed bug skins, white, sticky eggs, or empty eggshells.
   - Very heavily infested areas may have a characteristically sweet odor.
   - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) X _____ Date _____
City of Perris

Tenant (Signature) _____ Date _____

Housing Provider (Signature) X _____ Date _____
2023 Escobedo Family Revocable Trust, Dated 12/18/2023

Housing Provider (Signature) X _____ Date _____

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525 South Virgil Avenue, Los Angeles, California 90020

EQUAL HOUSING OPPORTUNITY

TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____, dated ***10/17/2025***, on property known as ***3012 Sawmill Dr. , Perris, CA 92570***, in which ***City of Perris*** is referred to as ("Tenant") and ***2023 Escobedo Family Revocable Trust, Dated 12/18/2023*** is referred to as ("Housing Provider").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. **The Property is not located in a special flood hazard area or an area of potential flooding.**

OR ☐ The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

   A. The owner has actual knowledge of that fact.
   B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
   C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
   D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) X _____ Date _____
City of Perris

Tenant (Signature) _____ Date _____

Housing Provider (Signature) X _____ Date _____
2023 Escobedo Family Revocable Trust, Dated 12/18/2023

Housing Provider (Signature) X _____ Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)

(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated *10/17/2025* on property known as *3012 Sawmill Dr. , Perris, CA 92570* in which *City of Perris* is referred to as "Tenant" and *2023 Escobedo Family Revocable Trust, Dated 12/18/2023* is referred to as "Housing Provider".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a housing provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

[X] **Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
   - **A.** Default in payment of rent.
   - **B.** Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

EQUAL HOUSING OPPORTUNITY

C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
G. Assigning or subletting the premises in violation of the Tenant's lease.
H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

2. "No-fault" Reasons:

A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. Just Cause Notices:

A. Curable "At-Fault" Reasons: Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
B. Tenant Payments Pursuant to "No-Fault" Eviction: (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. **(2)** In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant (Signature) X _____ Date _____
City of Perris

Tenant (Signature) _____ Date _____

Housing Provider (Signature) X _____ Date _____
2023 Escobedo Family Revocable Trust, Dated 12/18/2023

Housing Provider (Signature) X _____ Date _____

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EQUAL HOUSING OPPORTUNITY

OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING

(C.A.R. Form TRPR, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***10/17/2025***, on property located at (Street Address) ***3012 Sawmill Dr.*** (Unit/Apartment) _____ (City) ***Perris*** (State) ***CA*** (Zip Code) ***92570*** ("Premises"), between ***City of Perris*** ("Tenant") and ***2023 Escobedo Family Revocable Trust, Dated 12/18/2023*** ("Housing Provider").

The term "Housing Provider" may include Rental Property Owner or agent.

1. **TENANT RIGHT TO REQUEST THAT HOUSING PROVIDER REPORT TENANT'S POSITIVE RENTAL PAYMENTS TO A NATIONWIDE CONSUMER REPORTING AGENCY:**
   - **A.** Tenant has the right to request that Housing Provider report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Positive rental payment information means information regarding a tenant's complete AND timely payment of rent (Civil Code § 1954.07).
   - **B.** Housing Provider **shall** comply with a tenant's request for positive rental payment information reporting to a nationwide reporting agency in either of the following two scenarios:
     (1) If the Premises is located in a rental property that contains 16 or more residential units; **OR**
     (2) If the Premises is located in a rental property that contains 15 or fewer residential units **and** BOTH of the following apply:
       (i) Housing Provider owns more than one residential rental property, regardless of the number of units; **AND**
       (ii) Housing Provider is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation.
   - **C.** Housing Provider is not required to but may voluntarily comply with the tenant's request in other scenarios.

> ☒ **Notice of Exemption:** Housing Provider is NOT required to report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Housing Provider does not meet either of the criteria in **paragraph 1B**.
>
> Instructions: Parties may skip **paragraphs 2-9**. Tenant signatures in **paragraphs 10 or 11** are not needed and do not create a requirement for Housing Provider to comply with the request even if signed.

2. **POSITIVE RENTAL INFORMATION REPORTING IS OPTIONAL:** Tenant is not required to ask Housing Provider to report Tenant's positive rental payment information to a national reporting agency.
3. **TIME TO REQUEST POSITIVE RENTAL INFORMATION REPORTING:** Tenant may submit the election to have positive rental information reporting at any time.
4. **DIRECTION TO STOP POSITIVE RENTAL INFORMATION REPORTING:** If Tenant elects to have positive rental information reported, Tenant may instruct Housing Provider to stop positive rental payment information reporting at any time. However, if Tenant elects for Housing Provider to stop reporting positive rental payment information after previously electing to have such information reported, then Tenant may not require Housing Provider to resume positive rental information reporting for at least six months after making the request to opt-out of such reporting.
5. **NAME(S) OF REPORTING AGENCIES:** If Tenant elects positive rental information reporting, Housing Provider will report the information to the following consumer reporting agency(ies) ☐ TransUnion, ☐ Equifax, ☐ Experian, ☐ Other: _____ _____, ☐ Other: _____.
6. **HOW TO OPT-IN TO POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-in the positive rental information reporting by checking the Tenant Opt-In box in **paragraph 10** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-In box completed to Housing Provider at the following email address: _____;

   OR B. ☐ This form was provided to Tenant by first-class United States mail. Tenant may opt-in to positive rental information reporting by mailing a copy of this form with the Tenant Opt-In box completed to Housing Provider, in the attached self-addressed, stamped envelope.
7. **HOW TO OPT-OUT OF POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-out of positive rental payment information reporting by checking the Tenant Opt-Out box in **paragraph 11** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider at the following email address: _____;

   OR B. ☐ Mailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider, at the following address: _____.
8. **ADDITIONAL COPIES OF THIS FORM:** Tenant may request additional copies of the written election of positive rental payment information reporting from the Housing Provider at any time. A housing provider that receives a request from a tenant pursuant to this paragraph shall comply with the request.

9. SERVICE FEE FOR POSITIVE RENTAL INFORMATION REPORTING: If Tenant opts-in to positive rental information reporting:

A. Tenant shall pay Housing Provider a monthly service fee of $_____ (not to exceed $10.00 or the actual cost, whichever is lower). If the fee remains unpaid for 30 days or more, the Housing Provider may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.

OR B. ☐ No monthly service fee is required.

This form was provided to Tenant with a copy of the lease/rental agreement OR ☐ by first-class mail OR ☐ by email.

Housing Provider (Signature): X *2023 Escobedo Family Revocable Trust, Dated 12/18/2023* Date: _____

Housing Provider (Signature): X _____ Date: _____

Tenant acknowledges a copy of this Offer of Tenant Positive Rental Payment Reporting form. Tenant may use paragraphs 10 or 11 below to opt-in or opt-out of such reporting. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request.

Tenant (Signature): X *City of Perris* Date: _____

Tenant (Signature): _____ Date: _____

The following paragraphs may be used to Opt-In or Opt-Out of positive rental information reporting by the Housing Provider. These may be done at the time of the lease or at any time during the tenancy, subject to the terms outlined in this form. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request, but may voluntarily do so.

10. OPT-IN to positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider report tenant positive rental payment information to the agencies specified above, agrees to pay the monthly fee above, if any, and understands that Tenant may withdraw this election at any time by following the Opt-Out procedure specified.

Tenant (Signature): X *City of Perris* Date: _____

Tenant (Signature): _____ Date: _____

OR

11. OPT-OUT of positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider **stop reporting** tenant positive rental payment information to the agencies specified above.

Tenant (Signature): X *City of Perris* Date: _____

Tenant (Signature): _____ Date: _____

FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(I)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

Marin Realty Group, 246 W 4th St. Perris CA 92570 Phone: **9516574400** Fax: **9518489578** **3012 Sawmill Dr.**
Jose M Marin

E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as “no children” or “English-speakers only”).
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***City of Perris*** Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ ***2023 Escobedo Family Revocable Trust, Dated 12/18/2023*** Date _____

Seller/Housing Provider _____ Date _____

Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.

Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*

Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout

Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.

2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.

3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.

For more information, visit CDPH website (www.cdph.ca.gov/Pages/contact_us.aspx)

MOVE IN INSPECTION

(C.A.R. Form MII, Revised 6/25)

Property Address: *3012 Sawmill Dr. , Perris, CA 92570*, Unit No. _____ .
Tenant(s): *City of Perris* .
Move-In Inspection Date: *10/17/2025*

NOTE TO HOUSING PROVIDER AND TENANT: When completing this form check the Premises carefully. Items listed for each room category are examples of what might exist. Some properties may not have each item listed and some may have other items that are not listed. **UNLESS OTHERWISE CHECKED, ALL ITEMS ARE IN SATISFACTORY CONDITION. For tenancies that begin on or after July 1, 2025, Housing Provider shall take photographs of the UNIT immediately before, or at the inception of, the tenancy and the photographs may be, but are not legally required to be, attached to this Move In Inspection.**

N/A - Not Applicable (item is not included) O - Other Condition

☐ **Checking this box will prepare a summary of all Other Condition items (O) checked below.**

Move in condition (For all pages, satisfactory unless box is checked)

		N/A	O	Description/Comment
1.	**FRONT YARD/EXTERIOR:**			
	Landscaping	☐	☐	
	Fences/Gates	☐	☐	
	Sprinklers/Timers	☐	☐	
	Walks/Driveway	☐	☐	
	Porches/Stairs	☐	☐	
	Mailbox	☐	☐	
	Light Fixtures	☐	☐	
	Building Exterior	☐	☐	
	Other			
2.	**BACK/SIDE/YARD:**			
	Patio/Deck/Balcony	☐	☐	
	Patio Cover(s)	☐	☐	
	Landscaping	☐	☐	
	Sprinklers/Timers	☐	☐	
	Pool/Heater/Equipment	☐	☐	
	Spa/Cover/Equipment	☐	☐	
	Fences/Gates	☐	☐	
	Other			
3.	**GENERAL CONDITION:**			
	Paint	☐	☐	
	Cleaning	☒ Professional	☐ Clean ☐ Other	
	Other			
4.	**ENTRY:**			
	Screen/Security Doors	☐	☐	
	Entry Door/Jamb	☐	☐	
	Knobs/Locks/Hinges/Stops	☐	☐	
	Flooring/Baseboards	☐	☐	
	Walls/Ceilings/Paint	☐	☐	
	Light Fixtures/Fans	☐	☐	
	Switches/Outlets	☐	☐	
	Other			
5.	**LIVING ROOM:**			
	Doors/Knobs/Locks/Hinges/Stops	☐	☐	
	Flooring/Baseboards	☐	☐	
	Walls/Ceilings/Paint	☐	☐	
	Window Coverings	☐	☐	
	Window Locks/Screens/Sills	☐	☐	
	Light Fixtures/Fans	☐	☐	
	Switches/Outlets	☐	☐	
	Fireplace Equipment	☐	☐	
	Other			

Move in condition:	N/A	O	Description/Comment

6. DINING ROOM:

Flooring/Baseboards	☐	☐	
Walls/Ceilings/Paint	☐	☐	
Window Coverings	☐	☐	
Window Locks/Screens/Sills	☐	☐	
Light Fixtures/Fans	☐	☐	
Switches/Outlets	☐	☐	
Other			

7. KITCHEN:

Flooring/Baseboards	☐	☐	
Walls/Ceiling/Paint	☐	☐	
Window Coverings	☐	☐	
Windows/Locks/Screens/Sills	☐	☐	
Light Fixtures	☐	☐	
Switches/Outlets	☐	☐	
Range/Fan/Hood/Knobs/Filter	☐	☐	
Oven/Knobs	☐	☐	
Microwave	☐	☐	
Refrigerator	☐	☐	
Dishwasher	☐	☐	
Sink and disposal	☐	☐	
Faucets and plumbing	☐	☐	
Cabinets/Counters/Hardware	☐	☐	
Other			

8. HALL AND STAIRS:

Flooring/Baseboards	☐	☐	
Walls/Ceiling/Paint	☐	☐	
Light Fixtures	☐	☐	
Switches/Outlets	☐	☐	
Closets/Cabinets	☐	☐	
Railings/Banisters	☐	☐	
Smoke/CO detectors	☐	☐	
Other			

9. LAUNDRY:

Faucets/Valves	☐	☐	
Plumbing/Drains	☐	☐	
Cabinets/Counters	☐	☐	
Appliances	☐	☐	
Other			

10. BEDROOMS:

	BEDROOM # *1*			**BEDROOM # *2***		
Doors/Knobs/Locks/Hinges/Stops	☐	☐		☐	☐	
Flooring/Baseboards	☐	☐		☐	☐	
Walls/Ceilings/Paint	☐	☐		☐	☐	
Window Coverings	☐	☐		☐	☐	
Windows/Locks/Screens	☐	☐		☐	☐	
Light Fixtures/Fans	☐	☐		☐	☐	
Switches/Outlets	☐	☐		☐	☐	
Closet/Closet Doors/Tracks	☐	☐		☐	☐	
Smoke/CO detectors	☐	☐		☐	☐	
Other						

Move in condition:	N/A	O	Description/Comment	N/A	O	Description/Comment
BEDROOM # *3*				**BEDROOM #**		
Doors/Knobs/Locks/Hinges/Stops	☐	☐		☐	☐	
Flooring/Baseboards	☐	☐		☐	☐	
Walls/Ceilings/Paint	☐	☐		☐	☐	
Window Coverings	☐	☐		☐	☐	
Windows/Locks/Screens/Sills	☐	☐		☐	☐	
Light Fixtures/Fans	☐	☐		☐	☐	
Switches/Outlets	☐	☐		☐	☐	
Closet/Closet Doors/Tracks	☐	☐		☐	☐	
Smoke/CO detectors	☐	☐		☐	☐	
Other						

11. BATHROOMS:

BATHROOM # *1*				**BATHROOM # *2***		
Doors/Knobs/Locks/Hinges/Stops	☐	☐		☐	☐	
Flooring/Baseboards	☐	☐		☐	☐	
Walls/Ceilings/Paint	☐	☐		☐	☐	
Windows/Locks/Screens/Sills	☐	☐		☐	☐	
Lights/Switches/Outlets	☐	☐		☐	☐	
Toilet/Tub/Shower	☐	☐		☐	☐	
Shower Door/Rail/Curtain	☐	☐		☐	☐	
Sink/Faucet/Drains	☐	☐		☐	☐	
Exhaust Fan/Cover	☐	☐		☐	☐	
Towel/TP Rack(s)	☐	☐		☐	☐	
Cabinets/Counters	☐	☐		☐	☐	
Mirror/Medicine Cabinet	☐	☐		☐	☐	
Other						
BATHROOM #				**BATHROOM #**		
Doors/Knobs/Locks/Hinges/Stops	☐	☐		☐	☐	
Flooring/Baseboards	☐	☐		☐	☐	
Walls/Ceilings/Paint	☐	☐		☐	☐	
Windows/Locks/Screens/Sills	☐	☐		☐	☐	
Lights/Switches/Outlets	☐	☐		☐	☐	
Toilet/Tub/Shower	☐	☐		☐	☐	
Shower Door/Rail/Curtain	☐	☐		☐	☐	
Sink/Faucet/Drains	☐	☐		☐	☐	
Exhaust Fan/Cover	☐	☐		☐	☐	
Towel/TP Rack(s)	☐	☐		☐	☐	
Cabinets/Counters	☐	☐		☐	☐	
Mirror/Medicine Cabinet	☐	☐		☐	☐	
Other						

12. OTHER ROOMS:

Other Room *Office/Den*				**Other Room**		
Doors/Knobs/Locks/Hinges/Stops	☐	☐		☐	☐	
Flooring/Baseboards	☐	☐		☐	☐	
Walls/Ceilings/Paint	☐	☐		☐	☐	
Window Coverings	☐	☐		☐	☐	
Windows/Locks/Screens/Sills	☐	☐		☐	☐	
Light Fixtures/Fans	☐	☐		☐	☐	
Switches/Outlets	☐	☐		☐	☐	
Closet/Closet Doors/Tracks	☐	☐		☐	☐	
Other						
Other						

Additional Other Rooms:

Move in condition:	N/A	O	Description/Comments

13. SYSTEMS/SAFETY/SECURITY:

Furnace/Thermostat	☐	☐	
Air Conditioner	☐	☐	
Water Heater	☐	☐	
Water Softener	☐	☐	
Smoke/CO Detectors	☐	☐	
Security/Video Monitoring System	☐	☐	
Doorbell/Video Doorbell	☐	☐	
Security Window Bars	☐	☐	
Other	☐	☐	

14. GARAGE/PARKING:

Garage Door/Frame	☐	☐	
Opener	☐	☐	
Other Doors/Knobs/Locks/Hinges	☐	☐	
Driveway/Floor	☐	☐	
Cabinets/Counters	☐	☐	
Light Fixtures	☐	☐	
Switches/Outlets	☐	☐	
Electrical/Exposed Wiring	☐	☐	
Window(s)	☐	☐	
Other Storage/Shelving	☐	☐	

Other _____

15. KEYS, REMOTES AND DEVICES: Provide description and number of keys/remotes/devices.

House Keys ***2*** Other Keys ***1 mail key***

Remotes/Devices ***2***

16. PERSONAL PROPERTY: _____

17. ADDITIONAL FEATURES OR ITEMS INCLUDED; ATTACHMENTS: _____

MOVE IN SIGNATURES:

Housing Provider (Rental Property Owner or Agent): _____ Date: _____

Jose M. Marin

By signing below, Tenant identified in the lease acknowledges that they have received a copy of this Move In Inspection, and they have read and understand its terms.

Tenant Remarks for all categories above: _____

Tenant ***X*** _____ ***City of Perris*** Date _____

Tenant _____ Date _____

TENANT REPRESENTATION AND BROKER COMPENSATION AGREEMENT

(C.A.R. Form TRBC, 7/24)

Date Prepared: *10/17/2025*

1. **RIGHT TO REPRESENT:** *City of Perris* ("Tenant"). grants *Marin Realty Group* ("Broker") the exclusive right to represent Tenant in obtaining a lease or rental for Property described below on the following terms and conditions.

2. **TERMS OF REPRESENTATION:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 2 pages. Tenant is advised to read both pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A		**Representation Period**	Beginning: *10/17/2025* (date) Ending at 11:59 P.M. on *11/28/2025* (date) OR if earlier, upon Tenant taking possession pursuant to a lease or rental agreement.
B	**Property to be Leased or Rented**		
B(1)		**Property type:**	Single family residential (SFR), OR, if checked, ☐ SFR is excluded from this Agreement. ☐ Condominium (☐ apartment style, ☐ townhouse style) ☐ Apartment ☐ Mobilehome ☐ Industrial, ☐ Vacant Land, ☐ Commercial, ☐ Office ☒ The following specified property(ies) only: *3012 Sawmill Dr. Perris, CA 92570*
B(2)		**Location**	☐ City(ies): _____
B(3)		**Additional Description**	_____ _____
C		**Additional Tenant Preferences**	☐ One year lease term ☐ Month-to-month rental Minimum # of bedrooms: _____ ☐ Minimum # of bathrooms: _____ ☐ Minimum square footage: _____ ☐ Single story, ☐ Multi-level, ☐ Corner lot ☐ Yard (☐ Grass, ☐ Drought tolerant), ☐ Pool (☐ built-in ☐ above ground) ☐ Solar Panels (☐ leased/liened, ☐ owned outright, ☐ any), ☐ Gas appliances, ☐ Electric appliances ☐ School district: _____ ☐ Accessibility/Disability features: _____
D	**Broker Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Tenant and Broker.**		
D(1)	3	**Amount of Compensation**	(A) For a fixed term lease: ☐ _____ percent of the total rent payments due under the lease or $ *850.00*, (B) For a month to month rental: ☐ _____ percent of _____ or $ _____, If, in a resulting transaction, Broker represents both Tenant and housing provider, Broker shall be entitled to the compensation specified in both this paragraph and the amount in a lease listing or property management agreement for representing the housing provider OR ☐ Tenant shall owe no compensation.
D(2)		**Payments received by Broker from Housing Provider**	If Broker receives compensation from housing provider, or others, the amount due Broker for representing Tenant shall be credited against Tenant's obligation to pay Broker. If housing provider has signed a lease listing agreement or property management agreement with Broker, the amount due Broker for representing housing provider shall NOT be credited against Tenant's obligation to pay Broker.
E		**Other Terms**	*Lease term to be for a minimum of two years with an option to extend for another year.*

3. **COMPENSATION TO BROKER:**
Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Tenant and Broker.

   A. **ADVISORY:** Real estate commissions include all compensation and fees to Broker and are fully negotiable.

   B. **BROKER RIGHT TO COMPENSATION:** Broker shall be entitled to compensation specified in **paragraph 2D(1)** from Tenant if during the Representation Period, or any extension, Tenant enters into an agreement to lease, or rent the Property, and Tenant thereafter takes possession of the Property or does not do so because of Tenant's default.

4. **AGENCY RELATIONSHIPS:**

   A. **DISCLOSURE:** If a fixed term lease is to exceed one year, Broker will provide Tenant with a Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD) as soon as practicable prior to writing an offer.

   B. **POSSIBLE DUAL AGENCY WITH SELLER:** Broker will represent Tenant in any resulting transaction. Broker may act as an agent for both Tenant and housing provider. Broker, in writing, shall confirm the agency relationship with only Tenant, or both Tenant and housing provider, prior to or concurrent with Tenant's execution of a lease or rental. Tenant acknowledges and consents to Broker, including agents in Broker's firm, representing other prospective tenants for the Property.

5. **BROKER AUTHORIZATIONS AND OBLIGATIONS:** Broker is authorized to diligently represent Tenant in any resulting transaction for the Property entered into during the Representation Period.

6. **TENANT OBLIGATIONS:** Tenant will act timely and in good faith to communicate and cooperate with Broker regarding any material issues or factors in any resulting transaction during the Representation Period. If requested, Tenant shall provide relevant personal and financial information.

Tenant acknowledges that Tenant has read, understands, received a copy of and agrees to the terms of this Agreement.

TENANT SIGNATURE(S):

Tenant: _____ ***City of Perris*** Date _____

Tenant: _____ Date _____

BROKER SIGNATURE(S):

Real Estate Broker (Firm) ***Marin Realty Group*** DRE Lic# ***02084394***

Address ***246 W 4th St.*** City ***Perris*** State ***CA*** Zip ***92570***

By _____ ***Jose M. Marin*** Date _____

Tel. ***(951)830-2967*** E-mail ***jose.marin09@gmail.com*** DRE Lic# ***01753895***

EQUAL HOUSING OPPORTUNITY

Operating Rules (Required Civil Code Sec. 4525)
Seasons at Green Valley Ranch HOA

SEASONS AT GREEN VALLEY RANCH HOMEOWNERS ASSOCIATION

COMMUNITY HANDBOOK

ADOPTED FEBRUARY 2020

TABLE OF CONTENTS

This Community Handbook details basic guidelines that, if observed, ensure that the structures and grounds of the Seasons at Green Valley Ranch Homeowners Association remain in good condition and that neighbors treat each other with respect and consideration.

Bear in mind that the rules and guidelines established in this Community Handbook are always subject to the Declaration of Covenants, Conditions and Restrictions of Seasons at Green Valley Ranch ("Declaration") and the Association's Articles of Incorporation and Bylaws. The Board of Directors has the power to revise the rules, regulations, guidelines, policies and procedures set forth in this Community Handbook from time to time. If you would like to contribute suggestions for this Community Handbook, please submit them to the Association's Management Company for consideration by the Board.

Please read this Community Handbook carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Association's Management Company:

PRIME ASSOCIATION SERVICES
27290 Madison Avenue, Suite 300
Temecula, CA 92590
EMAIL: info@theprimeas.com
PHONE: (800) 706-7838
FAX: (800) 706-7858
www.theprimeas.com

If you want to make any modifications to Improvements within your Lot an application must be submitted, along with detailed plans and associated fees to the association's management company in writing for approval by the Design Review Committee. The procedures and guidelines for such modifications are located in the Design Guidelines section of this Community Handbook.

As you read through this Community Handbook, you will encounter defined terms, identifiable by their initial capital letters. Except as the context otherwise requires, these defined terms have the same meaning as set forth in the Declaration.

The purpose of the Association is to operate, manage and maintain the Seasons at Green Valley Ranch Homeowners Association for the benefit of the Owners. Common sense and consideration for your neighbors are the keys to its success. General rules of good conduct should be observed at all times. The following are general guidelines you; your tenants and guests must observe in the Community.

The Board governs the Association and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Homeowners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Association's Management Company.

Residents are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own.

To report problems related to the Common Property (such as landscape, sewer, street problems, etc.); please contact the Association's Management Company.

COMMUNICATION

The Seasons at Green Valley Ranch Homeowners Association is a unique environment that calls for mutual cooperation, common sense and consideration of neighbors. To facilitate harmony within the project, all residents and their guests must comply with the rules and guidelines set forth in this Community Handbook and the Governing Documents. If you believe that a rule or restriction is unfair, you may try to change it by serving on the Board, participating in a committee, etc.

The Association welcomes communication from its members. Please feel free to call or write to the Association's Management Company, the Association's liaison, to discuss any questions or issues.

MAINTENANCE AND INSPECTION OBLIGATIONS

Both Owners and the Association have maintenance and inspection obligations. Owners should consult their Maintenance Guidelines, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Lots.

Similarly, specific maintenance and inspection requirements for the Association are set forth in the Association Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Common Property.

SEVERABILITY

If any of the provisions of this Community Handbook is held to be invalid, the remainder of the provisions shall remain in full force and effect.

COMMUNITY GUIDELINES

INTRODUCTION

The Community Handbook established for the Seasons at Green Valley Ranch Homeowners Association is intended to foster an environment of neighborliness, consideration and cooperation. These community guidelines constitute Association Rules and Regulations contemplated by the Declaration. All Owners, residents and their guests are required to follow these community guidelines as a means of acting on behalf of the greater good of the project and its well-being. The Board has adopted these community guidelines, set forth below, in addition to the provisions of the Declaration and the Bylaws. In the event of any conflict between these community guidelines and the Declaration or Bylaws, the provisions of the Declaration or Bylaws (whichever applies) shall prevail.

As a point of clarification, all references below to Common Property include, but are not limited to cluster mailboxes, bioswales, landscaping, association pathways and neighborhood trails, association community walls & fences.

ENFORCEMENT OF GOVERNING DOCUMENTS

If there is a violation of the Association's Governing Documents, including these community guidelines or Design Guidelines, then a member may submit a Violation Report Form to the association's management company, describing the violation at hand, the home address of the violator, and all other pertinent information, including their own information. If you would like to report a violation, please complete a Violation Report Form and submit it to the association's management company. A copy of a Violation Report Form can be found in the "Forms" section of this Community Handbook. No member complaint can be acted upon unless there is supporting documentation, i.e., a written complaint. Anonymous complaints will not be accepted unless the violation can be visually verified by way of an inspection of the property.

GENERAL RULES

It cannot be stressed enough that all Owners and residents be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines you must observe at the Seasons at Green Valley Ranch Homeowners Association:

1. Foil, wood, newspaper, sheets or any other similar material are prohibited from being used as window coverings at any time.

2. Basketball standards or other fixed sports apparatus shall be permitted to be installed, provided that such installation has been approved in accordance with CCRS Article 8, Section 7.28. Portable basketball apparatus shall be permitted so long as such apparatus is in conformance with the Association Rules. Portable sports apparatus may not be placed in the common Property for any length of time.

3. Clothing or household fabrics drying racks shall be hung, solely in the fence rear yard and not in view of Common Property.

4. Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices.

5. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the Common Property, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors. The Board reserves the right to deny use of any Association facility to any Member or its guest and tenants at any time.

6. Owners may not borrow or remove any equipment or property belonging to the Association.

7. All Owners are prohibited from distributing or causing to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or resident cars. This includes door-to-door solicitation, electioneering, etc. Owners may not permit their families, employees, agents, visitors, licensees to solicit.

8. There shall be no exterior fires on the Association Property, except barbecue fires or fire pits contained within receptacles provided by the Association or as otherwise permitted by the Board.

9. A "religious item" is defined to mean an item displayed because of sincerely held religious beliefs. (Civ. Code §1940.45.) Religious items can be displayed so long as they do not violate any of following:

    - Threatens the public health or safety.
    - Hinders the opening or closing of any entry door.
    - Violates any federal, state, or local law.
    - Contains graphics, language or any display that is obscene or otherwise illegal.
    - Individually or in combination with any other religious item displayed or affixed on any entry door or door frame that has a total size greater than 36 by 12 square inches, provided it does not exceed the size of the door.

10. No discharge of Hazardous Materials of any kind shall be discharged into any public or private sewer serving the Neighborhood or any part thereof in violation of Applicable Laws. Storage and use of any such Hazardous Materials shall be allowed only if in compliance with all Applicable Laws.

11. No fences, awnings, ornamental screens or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Property, except those that are installed in accordance with the original construction by a Declarant or as are authorized and approved in accordance with Article 8.

12. Temporary window coverings ("Temporary Window Coverings") in a design and color that does not conflict with the surrounding Improvements (but excluding aluminum foil, newspapers, or any other contrasting material) shall be permitted for a maximum period of one hundred eighty (180) days from the date that a Residence is conveyed to an Owner by Neighborhood Declarant or such longer period as may be authorized by the Association. Except as specifically provided above, no Temporary Window Coverings shall be used to cover any door or window of any Residence. All window coverings (including Temporary Window Coverings) shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the Residence.

TRASH AND RUBBISH

1. All trash or waste must be disposed of properly. All rubbish, trash, garbage or other waste material shall be kept in sanitary containers located in appropriate areas screened and concealed from view. Trash containers may be placed out in view for pick up for a period not to exceed twelve (12) hours before and after pick- up.

ANIMALS

1. All owners must comply with City and County laws and regulations with regard to control and health of pets. All dogs and cats shall have a current license and identification tag. Loose, unattended dogs,

cats or other animals without a license or identification tag may be reported to the local Animal Control for pickup.

2. Each Lot may have a maximum of four (4) dogs and/or cats (but not to exceed a total of four (4) within the Owner's Residential Lot.

3. Domestic birds shall be permitted so long as such animals are kept in the interior of a Residence and are not so excessively noisy as to disturb the quiet enjoyment by each Owner of his or her Residential Lot and are not kept in unreasonable numbers as determined by the Board.

4. Dogs may be allowed outdoors only within secured fenced yards or on a leash at all times.

5. Pursuant to the requirements of the City/County, Cats shall be kept indoors at all times.

6. Residents are responsible for any damage to the Common Property by their pets. Residents may be assessed and/or penalized by the Board.

7. Fecal waste deposits made by pets on any Common Property, including landscaped area, must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before being disposed of. Any resident not complying with this provision may be subject to special assessments. Any damage caused by a pet shall be repaired/replaced at the pet owner's expense. This includes, but is not limited to, grass, plants, claw marks, etc.

8. Pets are not permitted to roam in the Common Property.

9. Animals may not be raised, bred or kept for any commercial purposes.

10. Any person bringing an animal upon or keeping an animal in the Seasons at Green Valley Ranch Homeowners Association is liable pursuant to the laws of the State of California to each and all persons for any injury or damage to persons or property caused by such animal.

11. The Association, acting through the Board, may prohibit any animal that, in its opinion, constitutes a danger or nuisance to other Owners.

12. Human assistance animals, e.g., seeing eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to the Board in a timely manner.

13. Nothing contained herein shall restrict the keeping of fish in an aquarium or fish in an exterior pond or pool (such as koi) so long as the approvals for the installation of such pond have been obtained under CC&Rs Article 8.

14. The Board shall specifically have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after Notice and Hearing, is deemed by the Board to constitute a nuisance (which includes, without limitation, any nuisances associated with barking, smells or as a result of the dangerous nature of the animal) to any other Owner in the sole and exclusive opinion of the Board.

COMMERCIAL ACTIVITY

No business, commercial, manufacturing, mercantile, storage, vending or industrial operations of any kind shall be conducted in or upon any Lot or the Common Property. This provision does not include construction of the Association by the Developer or other authorized subcontractors; however, this provision is not meant to preclude an Owner from maintaining a home office and conducting business activities. The business or

activity must be consistent with the specific plan requirements for the project (i.e., residential use) and meet the following criteria:

1. There is no external evidence of the activity or business;

2. The activity or business is conducted in conformance with all applicable government ordinances;

3. The business or activity does not increase the liability or casualty insurance obligation or premium of the Association;

4. The patrons or clientele of such activities do not visit the Lot or park automobiles or other vehicles within the Association;

5. The existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Lot or Lot;

6. The activity or business is consistent with the residential character of the Seasons at Green Valley Ranch Homeowners Association and otherwise conforms to the Governing Documents.

7. If operating a day care, resident must provide the following documentation to the Association's management company:

    a. The homeowner or tenant operator must obtain proper licensing, and any other licensing that may be required. Different conditions and requirements are imposed by California law for small family and large family day care homes regarding state and local licensing. H&S §§1597.44-46; 1597.465. Associations will check both the validity and type of license with the local Community Care Licensing Division Child Care Office.

8. Day care operators must comply with all local and state laws regulating the licensing and operations of a day care center.

9. Insurance or Affidavits. Operators must maintain (1) liability insurance in the amount of at least $100,000 per occurrence and $300,000 aggregate, or a bond in the aggregate amount of $300,000; or (2) affidavits signed by each parent with a child enrolled in the center that states that the parent knows that the day care center does not carry insurance or a bond. If there is insurance or a bond, the association may require that it be named as an additional insured, provided that the association pays any additional premium assessed for this coverage.

10. The Association requires day care operators to indemnify, defend, and hold the association harmless for any liability arising out of the operation of the day care facility.

11. Supervise Children. An association may adopt reasonable rules regarding supervision of children in the common area that do not directly prohibit or indirectly limit the day care home.

12. All parking rules, noise restrictions, guest rules and all other applicable Association rules apply to daycare centers operated within the community.

HOLIDAY DECORATIONS

1. Holiday decorations are permitted on your Lot; however, decorations of any type are not permitted in the Common Property. Any decorations found in the Common Property will be removed at the Owner's expense.

2. All decorations are permitted up to 30 days prior to the holiday and must be removed within 14 days after the holiday. All holiday decorations celebrating holidays in December and January must be removed by January 14 of each year (weather permitting).

3. Owners should be considerate of neighbors when decorating for holidays.

MAINTENANCE BY OWNER

The Owner of each Lot shall maintain such Owner's Lot, including the Improvements that are a part thereof, in a clean and attractive condition and in conformity with the Declaration and any Maintenance Guidelines. The Owner of each Lot shall:

1. Keep its Lot free from rubbish, litter and noxious weeds,

2. Homeowner shall maintain, cultivate and keep in good condition and repair all shrubs, trees, grass, lawns, plantings and or other landscaping, located or placed upon such Lot, this includes front yards, rear yard and any slope located within the Owner's Lot,

3. Trim and restrain all trees, shrubs or plantings of any kind so that they shall not be allowed to overhang or otherwise encroach upon, above or below any sidewalk, street or neighboring Lot,

4. Maintain in good condition and repair and adequately painted or otherwise finished all Improvements that are a part of such Owner's Lot. Exterior of homes must be painted in the Association approved color schemes.

5. Maintain all paved surfaces and keep them clean, reasonably dry and free of oil and other extraneous matter. species

PARKING AND VEHICLE RESTRICTIONS

1. **Authorized Vehicles.** The following vehicles are "Authorized Vehicles":

   a. Standard passenger vehicles including automobiles, passenger vans designed to accommodate eight (8) or fewer people, Motorcycles, boats and pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less. Vehicles containing a reasonable number of commercial logos which otherwise fall into the categories identified above shall be included within the definition of Authorized Vehicles subject to any restrictions set forth in the Association Rules.

   b. Recreational vehicles may be parked on a temporary basis for loading and unloading as specified in the Association Rules. Authorized Vehicles may be parked in the Property as permitted under this Declaration and by the Board.

   c. No Owner may park a vehicle in a manner which the Association determines either restricts the passage of pedestrians or vehicles over driveways, streets or sidewalks in the Property or extends beyond the limits of the space where the vehicle is parked.

2. **Prohibited Vehicles.** The following vehicles are "Prohibited Vehicles":

   a. Commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, limousines, and pick-up trucks of more than one (1) ton),

   b. buses or vans designed to accommodate more than ten (10) people,

c. vehicles having more than two (2) axles,

d. trailers,

e. inoperable vehicles or parts of vehicles,

f. aircraft,

g. any vehicle or vehicular equipment deemed a nuisance by the Board,

h. dilapidated, dismantled or wrecked vehicles,

i. any vehicle which is under repair, and

j. any other vehicle not classified as an Authorized Vehicle. Prohibited Vehicles may not be parked, stored, repaired or kept on any street in, adjacent to or visible from the Property or except for brief periods for loading, unloading, making deliveries or emergency repairs. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle, unless the vehicle is expressly classified as an Authorized Vehicle in writing by the Board.

3. No repair, maintenance or restoration of any vehicle may be conducted in the Association. No person may operate in any portion of the Association any vehicle repair, maintenance, or restoration business.

4. Garages shall be maintained in such a manner as to accommodate the number of Authorized Vehicles for which it was originally constructed by developer. The Association has the right to request an inspection of a residential garage to ensure it is used for parking of resident vehicles.

5. Authorized Vehicles may be parked in the driveway provided the vehicle does not encroach onto the sidewalk or other public or private right of way.

6. Parking in any areas designated as a No Parking Zone, Fire Lane or Emergency Access Road is prohibited at all times. Any vehicle which partially or completely obstructs any of the Fire Lanes or Emergency Access Road will be subject to immediate tow without notice.

7. The speed limit within the Community is twenty-five (25) miles per hour and applies to all residential streets unless a higher speed limit is posted. Owners and Occupants of the Association will comply with all provisions of the California Vehicle Code Section 22658.2 or other applicable laws. There are children residing within the Community. Owners and Occupant must drive at a speed appropriate for the conditions even where that speed is less than the speed limit.

8. The Association is not responsible for injuries, theft, property damage or other criminal acts which may occur to vehicles parked in the Community. Nor will the Association be responsible to remediate or otherwise compensate an Owner, Occupant and/or guest for any such losses.

9. No automobile, recreational vehicle or equipment, commercial vehicle or any other motorized vehicle may be washed, dismantled, rebuilt, repaired, or serviced within the Property, including within an Owner's driveway or garage, except for Emergency repairs necessary to enable the vehicle to be moved to a proper repair facility or repairs from which are made from time to time to a vehicle subject to any restrictions imposed by the Board or the Neighborhood Governing Documents.

10. Residents must register their vehicles with the association's managing agent.

11. Guest parking shall be for guests only. All parking rules apply to guest parking.

12. Vehicles cannot be stored in guest parking or on Association streets for a period longer than 72 hours or it may be towed without notice.

13. Inoperable, or unauthorized vehicles, may be towed if parked on the association streets or guest parking. Expired license plate stickers deem a vehicle inoperable.

14. Any vehicles parked in the FIRE LANES identified by, but are not limited to, posted signage, red-painted curbs, etc. are subject to immediate tow at the vehicle owners' expense without notice.

15. No trailer, mobile home, tent, shack or other outbuildings shall be kept upon any Residential Lot, or Association Property, except in connection with work or construction diligently pursued or except for any tents or temporary structures associated with any events sponsored by or authorized by the Association which conform to the Neighborhood Governing Documents.

RENTAL OF LOT

An Owner shall be entitled to rent the Owner's Lot for a term of not less than thirty (30) days. The Owner shall be responsible for all actions of the lessee and subject to the following guidelines:

1. All Owners who rent their Lot shall submit names and contact numbers for their tenants to the association's management company.

2. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Governing Documents is a default under the terms of the lease agreement.

3. A copy of all the Governing Documents must be provided by the Owner to the tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all Governing Documents. A lessee will have no obligation to the Association to pay assessments imposed by the Association nor will any lessee have any voting rights in the Association.

4. A copy of any lease agreement must be provided to the Association.

5. Use privileges for amenities, Common Property transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their Lot.

6. No Lot may be rented for hotel, motel or transient purposes or for any other purpose inconsistent with the Declaration.

7. Subleasing of less than the Owner's entire Unit is not permitted. All leases must be for the Owner's entire separate interest Unit.

8. No short-term rentals, i.e. Airbnb, VRBO (Vacation Rental By Owner), HomeAway, Flip Key, Turn Key, TripAdvisor, Booking.com, Vacation Rentals, 9Flats, House Trip, Hotel Tonight, One Fine Stay, Casa Mundo, and Homestay, to name more than a few. Violation of this provision is subject to the implementation of 'Major Violations' fine schedule defined in the violation fine policy contained in this handbook.

SATELLITE INSTALLATION POLICY

1. If you would like to install a satellite dish device, you are required to fill out the "Notice of Satellite Dish Installation Form" PRIOR to installation of the device.

2. The Notice of Satellite Dish Installation Form must be mailed or faxed to the association's management company after the installation of the device. Approval is not required provided you comply with ALL of the requirements stated below.

3. If you are unable to comply with the policy set forth, you must submit a variance to the Association PRIOR to the installation explaining in detail your situation. Each situation will be evaluated individually by the Board in a timely manner.

4. The device may not exceed one (1) meter in diameter.

5. The device should be located as far out of view as possible and should be installed either on the side or rear of the Lot.

6. All wires and cables must be securely mounted on the home and may not hang or dangle and be painted to the match the exterior stucco color.

7. No more than two (2) satellite dishes can be installed.

8. All satellite dishes and antennas are subject to the maintenance provisions of the Association's Governing Documents and must be maintained in a clean, attractive, safe and working condition.

UNSIGHTLY ITEMS

1. No unsightly items, materials or objects including weeds, bare earth, clothes lines, refuse, rubbish, wood piles, storage areas, machinery and/or equipment, trash or debris may be allowed to accumulate on any Residential Unit unless obscured from view of neighboring Residential Units, Association property or Community common area.

SIGNS

1. For each Lot, one (1) nameplate or similar Owner name or address identification that complies with the Design Guidelines.

2. For each Lot, one (1) sign advertising the Lot for sale or rent or during the time of construction of any improvements, one sign may be erected provided it complies with the following requirements:

    a. The sign is not larger than eighteen inches (18") by thirty inches (30") in size and having a face Property not larger than three (3) square feet.

    b. The top of the sign is not more than five feet (5') in height above the ground level; and

    c. After the Lot has closed escrow, the sign must be removed within fifteen (15) days.

3. Other signs or displays must be approved by the Board or Design Review Committee prior to installation.

4. Signs may not be posted at any entrances or in the Common Property. Any signs, posters or other displays located, installed, or erected on Association Property, Common Area or Private Streets may be removed when discovered and disposed of by the Association without notice and the Association will not be required to reimburse the Owner or Occupant who impermissibly located, installed or erected the sign, poster or display on Association Property or Common Area.

5. One (1) sign is permitted advising of the existence of security services protecting a home, which also must comply with the above requirements in item #2, a through c.

6. The Association may prohibit posting or displaying of noncommercial signs, posters, flags, or banners on or in an owner's separate interest for protecting public health or safety or if the posting or display would violate a local, State, or Federal law.

7. Noncommercial signs and posters that are over nine (9) square feet in size and noncommercial flags or banners that are over fifteen (15) square feet in size are prohibited. For purposes of this restriction, a noncommercial sign, poster, flag, or banner may be made of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the yard, window, door, balcony, or outside wall of the separate interest, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.

NOISE/ NUISANCES

1. Residents are responsible for unreasonable and excessive noise emanating from their property whatever the cause or source including guests. Residents will make all reasonable efforts to abate noise between the hours of 10:00 p.m. and 7:00 a.m.

2. Noise will generally be considered unreasonable and excessive if it can be heard through the closed windows of a neighbor's home by an objective third person and the generation of noise at this level will be a violation of these Rules and Regulations. However, the most important rule regarding noise or other disturbances is the rule of courtesy. Residents are encouraged to contact the Sheriff/Police Department and/or Code Enforcement to report excessive noise or other civil disturbances.

3. Offensive odors emanating from any Residential Unit will be a nuisance subjecting the owner to an enforcement action. Noxious and offensive activities within the Community are prohibited.

4. Noisy, unsightly, or poorly operating vehicles, large power equipment and large power tools (excluding lawn mowers and other power equipment used with ordinary landscape maintenance), off-road motor vehicles and devices or machines which create or emit loud noises or noxious odors may not be used or stored in the Community including on any private street.

5. No clothing, fabrics, or unsightly articles may be hung, dried, or aired in the Community so it is visible from other Residences or the Association Common Areas or Private Streets.

CONDUCT RULE

1. No improper conduct, obscenities, verbal or physical threats by Owners, residents, tenants, family, guests, invitees and/or the Board will be tolerated. Any act by any person, particularly on the Common Area, of a nature which may be or may become dangerous, create a health or safety hazard, create a hostile environment, or disturb others, is prohibited. Such acts include but are not limited to creating unreasonable and excessive noise, intoxication, quarreling, harassment, threats, picketing, fighting, offensive or abusive language, and rowdy and mischievous behavior.

2. In addition to being responsible for their own behavior and actions, Owners are also responsible for the conduct of their family, tenants, guests, pets and invitees, including any service personnel, vendors and contractors.

3. All Owners, residents, tenants, family, guests, and invitees will conduct themselves with due consideration for each other and for the occupants of the Association, Management employees and Association vendors. The Board may discipline any Member for any conduct, which, in the sole discretion of the Board, may or does endanger the welfare of the residents of the Association, and for violations of the Association governing documents.

4. Management employees and Association vendors will be treated in a courteous and considerate manner. Owners and occupants will not reprimand, threaten, or harass any Management employee or Association vendor. All complaints regarding services rendered by Management or an Association vendor will be made to Management for review and consideration by the Board.

5. Any person using any Association facility or amenity whose inappropriate behavior falls below the standard required by these Conduct Rules and who refuses to curb any such inappropriate behavior when asked to do so may be asked to leave the facility or amenity by the person in charge i.e., a Management representative, Board member or person acting with the actual authority of the Board who may seek the assistance of the local law enforcement agency to maintain order.

6. Any violation of the foregoing Rules and Regulations by an Owner or his or her tenant, guest or invitee may subject the Owner to disciplinary action. Such action may include the imposition of a monetary penalty, and/or filing a lawsuit against the Owner seeking a preliminary and permanent injunction against the prohibited activity or behavior. If any such legal action is required to compel an Owner's compliance with the Association's Governing Documents including these Rules and Regulations, the Association will seek an award of its attorney's fees and costs under the Declaration and Civil Code section 5975(c).

OPEN FORUM AND BOARD MEETING CONDUCT RULE

The Board of Directors welcomes resident/owner attendance at the Board meetings to observe business matters that take place involving the corporation. We value the insights and input from all owners and ask that you respectfully adhere to these policies adopted by the Board.

The Board is a policy governance Board. This means we establish policies to guide our decision-making ability to be accountable to our owners and maintain the Community. In compliance with *Civil Code* Section 5000(b), members will be given an opportunity to address the Board at the end of each meeting to raise questions, comments, issues and/or concerns of **general** relevance and interest to the community, which is commonly referred to as "Open Forum." The Board may establish a reasonable limit on the time given to a member to speak in Open Forum.

At the meeting, please document your questions, comments, issue(s) and/or concerns by completing the *Request to Address the Board* form provided. This will assist the Board in tracking and following-up on questions, comments issue(s) and concerns. Audio and video recordings of Board Meetings are strictly prohibited.

The procedure to participate in Open Forum is simple:

Complete the *Request to Address the Board* form at the meeting.

Raise your hand to be recognized by the chairperson of the meeting.

State your question, comment, issue, or concern in clear simple terms and please limit your time to three (3) minutes.

If a prior speaker has already raised your issue or concern but you have additional input on the issue, please raise your hand to be recognized by the chairperson who may limit speaker participation on the issue or concern depending on time constraints.

Please don't interrupt others while they are speaking.

Maintenance related items are to be directed to the Community manager (Open Forum is not the correct venue to report maintenance items).

While open forum is a time for you to raise questions, comments, issues, and concerns with the Board which will be noted, you may not receive an immediate response or decision, and the Board may not take any action regarding the issue at that meeting.

If you would like an item to be placed on the agenda for a future Board meeting, please submit your request to Management in writing at least three (3) weeks before the next regularly scheduled Board meeting and the Board will make all reasonable efforts to discuss the matter at that meeting subject to time constraints. If you only wish to verbally address the Board, your written input can be received until the day before the Board meeting. (Note: The Board may not decide on items until they have completed the proper research and consider their findings).

Anyone attending meetings of the Association and/or addressing the participants will behave in a polite, civil and adult manner. Aggressive or abusive behavior including screaming, shouting, use of profanity or threats of any kind against any person or property is prohibited. Any person exhibiting this prohibited behavior will be asked to leave the meeting and if they fail or refuse to do so, the Board may adjourn the meeting and may take any action reasonably necessary to prevent a repeat of this behavior and disruption including seeking an

injunction against the violating member from attending meetings of the Association and filing a complaint with law enforcement.

Understanding Board Meeting Conduct:

The Board meeting is a meeting of the Directors of the Corporation.

As homeowners, you have a vested interest in your Community and you elected Board members to take care of those interests. Owners may attend and observe any meeting of the Board except meetings held in Executive Session under *Civil Code* Section 4935, but Owners are not entitled to participate in any discussion or deliberation and may not vote on action(s) considered or taken by the Board.

Only Members may attend Board meetings and the Board has the right to prohibit or allow non-Members to attend, including tenants, attorneys, agents, managers, and non-owner residents and family members.

Business matters come before the Board when a motion is made and seconded by a Board member. Each motion has a discussion period before a vote is taken. This discussion is only between the Board members who may solicit additional information from non-Board members as needed e.g., from Management, legal counsel, or a member of the audience.

When discussion has been completed on the motion, the Board then votes on the motion before them.

VIOLATION AND FINE PROCEDURE

1. The Board shall direct a notice to the Owner advising of the nature of the violation and the time limit to rectify the violation and provide a deadline to comply.

2. Failure to comply with the request to rectify the violation may result in a "Final Notice" advising the Owner to comply.

3. Then, if the violation is still not resolved, a "Notice of Hearing" will be sent and shall request appearance on a specified date to be heard by the Board.

4. The Board may determine that a "Notice of Hearing" is appropriate to send to the Owner as the second letter, instead of a "Final Notice," when the violation is determined to be of a more serious nature.

5. If the Board determines at the hearing the violation has not been corrected, the Board may take any of the following actions:

   a. Submit the matter to the Association's legal counsel for further action. Such action will take place in accordance with California Civil Code 5975.

   b. Levy a special assessment or penalty in the amount as outlined in section 5 below.

6. The penalty schedule is as follows:

<u>Minor Violations</u>:	
First violation:	$100.00
Second violation (same infraction):	$200.00
Third violation (same infraction):	$300.00
<u>Major Violations</u>:	
Architectural Violation:	$250.00 per occurrence
Life & Safety Violation:	up to $1,000 per occurrence
Short Term Rentals/Subletting:	up to $5,000 per occurrence

Examples of major violations include, without limitation, failure to obtain approval from the Design Review Committee prior to making an exterior modification, negligent damage to Common Property, and life threatening or safety violations. **Special Assessments may be imposed for specific violations outlined in the Community Governing Documents.**

REPORTING VIOLATIONS

Except in those cases where a violation is easily visually verified (e.g., storage of trash cans, unauthorized Design improvements, recreational vehicle storage in driveways), Owners wishing to report a violation must do so in writing and the complaint must be signed by two (2) different Lot Owners.

Anonymous letters or complaints will not be acted upon unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board will not routinely provide the identity of the Owners alleging the violation, it does not guarantee that the same will remain anonymous or that it has any duty to protect the privacy of such complaints.

In the case of such complaints that may be difficult to verify, the Owners alleging the complaint should be prepared to come before the Board to discuss their claims, if the matter should come into dispute. Finally,

the Board may determine the violation to be a neighbor-to-neighbor dispute and subject to the Neighbor to Neighbor Dispute Policy.

DESIGN GUIDELINES AND PROCEDURES

OBJECTIVE

To maintain the architectural integrity and to protect and preserve the value of the Neighborhood, the Association is charged with the responsibility of architectural review over the Neighborhood. The architectural review and approval process will help to protect the interests of the Owners in the Neighborhood.

The objective of the Design Review Committee ("DRC") is to facilitate the evaluation of proposed Improvements for each Lot to assure and promote a cohesive improvement program which will benefit and enhance the quality of living for each Owner.

Sensitivity to the privacy of each resident regarding visibility, noise, odor, vegetation infringement, night lighting, security, hazardous situations, child proofing, animal control, etc., will be thoroughly evaluated.

Each proposed Improvement must first comply with any and all requirements set forth in the Declaration, as well as all local codes and ordinances. Approval by the Association does not, however, constitute a representation or warranty by the Association that the proposed Improvements comply with local codes and ordinances.

While consideration may be given by the architect with regard to the obstruction of any Owner's view, the Governing Documents specifically DO NOT protect any Owner's view, and protection of any such views may or may not be considered when approving a proposed Improvement. Such consideration is solely at the discretion of the approving architect.

These Design Guidelines and Procedures are in no way an attempt to dictate the character of the design program, but rather assure that the design program takes into consideration any obstructions and/or adverse effects to surrounding neighbors.

GENERAL GUIDELINES

1. You may not modify, alter, build, or construct any Improvements to your Lot until you have submitted plans and specifications and obtained approval from the Design Review Committee or Board.

2. Improvements requiring approval prior to installation include, without limitation, any patio covers, landscape, hardscape, changes in exterior color scheme, swimming pools and structural changes.

3. The Design Review Committee has thirty (30) calendar days to approve or disapprove any completed plans and specifications. All approvals or denials must be in writing. If the Design Review Committee fails to approve or disapprove any plans and specifications within thirty (30) calendar days, the Owner requesting the approval shall submit a written notice to the Design Review Committee advising it of its failure to act. If the Design Review Committee fails to approve or disapprove the plans and specifications within fifteen (15) days after receipt of said notice, the plans and specifications shall be deemed approved.

4. The Design Review Committee or Board has the right to inspect any improvement after completion.

5. Views are not protected.

6. Owners and their agents and contractors are not permitted to modify or remove any portion of the sidewalks, curbs, gutters, driveway aprons and/or streets without the prior written consent of the Design Review Committee and the City/County. Owners will be held financially responsible for

   incidental damage to sidewalks, curbs, gutters, driveway aprons and streets that occur as a result of the actions of Owners and their agents and contractors.

7. Refer to the Declaration for more detailed descriptions on items that require approval.

Solar Energy System

The installation of a Solar Energy System shall require the prior approval of the Design Review Committee. Reasonable restrictions on the installation of Solar Energy System may be applied, so long as the restrictions do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance. A Solar Energy System shall be appropriately certified and shall comply with the requirements for such systems as set forth in the Solar Rights Act.

The criteria for approval of the installation of a Solar Energy System may implement relevant provisions of the Solar Rights Act and the Solar Shade Control Act and the provisions of this Section 8.5, but shall not otherwise be any more restrictive or subject to more scrutiny than those for any other Improvement. Any restrictions, Design Guidelines or Association Rules applied to Solar Energy Systems must comply with the Solar Rights Act and the Solar Shade Control Act. The application for approval shall be processed and approved by the Design Review Committee in the same manner as an application for approval of any other Improvement, and shall not be willfully avoided or delayed.

The Design Review Committee shall have no obligation to determine compliance with the Solar Rights Act or Solar Shade Control Act or to consider the impact of landscape, present or future, on Residential Lots adjacent to a Solar Energy System and shall have no liability to any person for not considering any potential landscape impacts or compliance with the Solar Shade Control Act or compliance with the Solar Rights Act. Notwithstanding the preceding sentence, until all Residential Lots in the Neighborhood have been conveyed to Owners other than Neighborhood Declarant, the Design Review Committee shall consider the Neighborhood Declarant's then most current plan of development for any portion of the Neighborhood that will or is likely to affect the efficiency or performance of a Solar Energy System. Neighborhood Declarant shall have no liability to any Owner of a Solar Energy System for any residential structure(s) constructed by Neighborhood Declarant in the Neighborhood, regardless of when the residential structure(s) is constructed.

Compliance With California Civil Code Section 4765. In approving Plans and Specifications submitted to it pursuant to this Article 8, the Board shall comply with the requirements of California Civil Code Section 4765.

Except for those Solar Energy Systems originally installed by Declarant, no Solar Energy System may be installed on a Residential Lot unless and until (i) the Owner provides the Association and each of the Owner's neighbors who may be affected by the installation of the Solar Energy System with the notice set forth in California Public Resources Code Section 25982.1, and (ii) the Solar Energy System has been approved in accordance with the provisions of **Article 8** of this Declaration. A Solar Energy System that is proposed to be installed on a Residential Lot must meet all applicable requirements of California Civil Code Section 714(c) and California Public Resources Code Section 25981(d).

Solar Shade Restrictions

Some or all of the Residences in the Property may be improved by Neighborhood Declarant with roof-mounted residential Solar Energy Systems (each, including any modifications or replacements, may be referred to herein as a **"System"**). Each System may include some or all of the following components:

1. roof-mounted frames and brackets;

2. roof-integrated photovoltaic roof tiles, roof-mounted or roof-inserted solar panels, or other roof-mounted devices or structures or part of a device or structure used to collect and transform solar energy

   into thermal, chemical or electrical energy for any or all of (i) water heating, (ii) space heating or cooling, or (iii) power generation (each a **"Solar Array"**);

3. electrical wiring;

4. an inverter that converts DC electricity generated by the Solar Array to AC electricity for home use;

5. a bi-directional electric meter compatible with solar energy generation; and

6. a web-based solar energy monitoring system.

To be subject to the protections of this Declaration, a Solar Array must be located on the roof, comply with the building codes and other applicable regulations of the local governmental agencies having jurisdiction over the Property, and must be no less than ten (10) feet above the Grade Plane of the Residential Lot on which the Solar Array is located. As used herein, **"Grade Plane"** means a reference plane representing the average of the finished ground level adjoining the Residence along the exterior walls nearest the Solar Array. Where the finished ground level slopes away from the exterior walls, the Grade Plane shall be established by the lowest points within the area between the Residence and the Residential Lot line or, where the Residential Lot line is more than six (6) feet from the Residence, between the Residence and a point six (6) feet from the Residence. The components of a System may change due to the cost or availability of new or different technology. A System that is installed on a Residential Lot may be purchased and owned by the Owner of the Residential Lot, or it may be operated under the terms of a written lease or power purchase agreement between the Owner and a third-party entity.

Solar Array Shading Restriction

A System generates energy by exposure to the sun, and the generation of energy will be reduced or even eliminated if trees, landscaping, structures or other Improvements on any Residential Lot are allowed to cause shading of the System's Solar Array. Solar Array shading restrictions are established to protect the reliable and beneficial production of solar energy from Systems.

As used in this Declaration, **"Prohibited Shading"** means any shadow cast over any portion of the surface of any Solar Array at any time by any trees, other landscaping, structures or other Improvements that do not comply with the requirements of **Section 7.15.3** below. No Owner of a Residential Lot may permit any trees, other landscaping, structures or other Improvements to be installed or maintained on such Residential Lot that causes Prohibited Shading of a Solar Array, whether such Solar Array is located on such Owner's Residential Lot or on a neighboring Residential Lot. Further, no Owner of a Residential Lot may permit the planting of any tree or other landscaping on the Residential Lot that, at its generally accepted mature height, will likely cause Prohibited Shading.

Every Owner of a Residential Lot must consider the height at maturity and the location of trees planted on such Owner's Residential Lot, and the height and location of other Improvements installed on such Owner's

Residential Lot, in order to prevent Prohibited Shading of any Solar Array. This Prohibited Shading restriction will apply to any Solar Array installed in the future unless Prohibited Shading of such Solar Array exists at the time the Solar Array is installed or will occur at any time during the three hundred sixty-four (364) days after installation as a result of pre-existing shading conditions. Notwithstanding the foregoing, no Prohibited Shading is ever permitted if the future Solar Array that is being shaded is or will be installed by or on behalf of Neighborhood Declarant as part of the original construction of a Residence by Neighborhood Declarant **("Neighborhood Declarant Installed Array")**, and every Owner must obtain from Neighborhood Declarant information concerning Neighborhood Declarant Installed Arrays planned for the future as described in Section **7.15.6** below. This Prohibited Shading restriction also applies regardless of the fact that an applicable local governmental agency or the Design Review Committee may have issued an approval or permit for the subject tree, other landscaping, structures or other Improvements causing the Prohibited Shading. This Prohibited Shading restriction does not apply to shading caused by Residence or other Improvements constructed by Neighborhood Declarant or Master Declarant or to trees or other landscaping installed by Neighborhood Declarant or Master Declarant.

Height and Distance Requirements. The following table **("Horizontal Distance Table")** describes the closest horizontal distance that trees (as measured from the vertical prolongation of the tree trunk at grade) or other Improvements of various heights may be located from the nearest point of a nearby Solar Array on the roof of a one-story, two-story or three-story Residence. The criterion used to determine these height and distance guidelines **("Minimal Shading Criterion")** is that no obstruction can be closer than a distance of twice the height the obstruction extends above the lowest point of the Solar Array.Solar Array Location	Small Tree Distance (up to 20 feet tall)	Medium Tree Distance (up to 35 feet tall)	Large Tree Distance (up to 50 feet tall)
1 story Residence (lowest point of Solar Array is 12 feet above grade)	16 feet (minimum distance from nearest point on Solar Array)	46 feet (minimum distance from nearest point on Solar Array)	76 feet (minimum distance from nearest point on Solar Array)

2 story Residence (lowest point of Solar Array is 22 feet above grade)	Any distance	26 feet (minimum distance from nearest point on Solar Array)	56 feet (minimum distance from nearest point on Solar Array)
3 story Residence (lowest point of Solar Array is 32 feet above grade)	Any distance	6 feet (minimum distance from nearest point on Solar Array)	36 feet (minimum distance from nearest point on Solar Array)

Design and Approval of Improvements

To prevent Prohibited Shading of Solar Arrays by Improvements installed by Owners of Residential Lots or persons in control of such Residential Lots (and except for Neighborhood Declarant installed trees as provided below), the distance of planted trees and other Improvements from the nearest point of a nearby Solar Array must be carefully planned. Mature trees are generally categorized by height as being small (up to twenty (20)

feet), medium (up to thirty-five (35) feet) or large (up to fifty (50) feet). An as example, a Solar Array on a one-story Residence means that even a small tree, if planted too close to the Residence, can cause shading of the Solar Array when the tree matures. Determining the height and distance of mature trees and other Improvements is very important when Improvements to a Residential Lot are planned by the Owner of such Residential Lot.

Application of Requirements

The Minimal Shading Criterion and the requirements established in the Horizontal Distance Table apply to the distance of trees, other landscaping, structures and other Improvements on a Residential Lot from any Solar Array, whether the Solar Array is located on such Residential Lot or on a neighboring Residential Lot. When planning to plant a tree or install any Improvements, the Minimal Shading Criterion and Horizontal Distance Table must be used to determine the areas of maximum height at minimum distance from the nearest point or points on the Solar Array. For example, using the Minimal Shading Criterion, a tree having a mature height of forty (40) feet should be planted at a distance not less than fifty-six (56) feet from the nearest point on a Solar Array on the roof of a one-story Residence. The Horizontal Distance Table and the Minimal Shading Criterion do not apply to the location of trees and other landscaping planted on a Residential Lot, the Association Property, the Association Maintenance Areas, a public right-of-way or otherwise by Neighborhood Declarant or Master Declarant.

Tree Selection

Once the planned height and distance of trees has been determined, a tree variety must be selected that has the appropriate mature height characteristics. The Design Review Committee may issue rules or guidelines containing tree recommendations. See Exhibit A of the handbook for the Association's plant and tree palette.

Improvement Plan Approval

An Owner may not permit the planting of any tree or the installation of other Improvements on such Owner's Residential Lot without the prior approval of the Design Review Committee under **Article 8** of this Declaration. The Improvement plan submitted to the Design Review Committee must include, in a scaled drawing, the height and distance from the applicable Solar Arrays of the proposed Improvements and the types of planned trees and their mature heights. The foregoing includes the height and distance from any Neighborhood Declarant Installed Arrays that may be constructed at a later date, and as part of its application to the Design Review Committee the Owner shall obtain from Neighborhood Declarant and submit to the Design Review

Committee information for Neighborhood Declarant Installed Arrays planned for the future that could be shaded by the Improvements planned by the Owner. If Neighborhood Declarant fails to provide such information within twenty (20) days of Neighborhood Declarant's receipt of a written request therefor, the Owner and the Design Review Committee shall be entitled to proceed based on the assumption that all adjacent Residential Lots owned by Neighborhood Declarant will ultimately contain a one (1) story Residence located five (5) feet from the side property lines and ten (10) feet from the rear property line. The Design Review Committee shall not issue any approval to the Owner if the planned Improvement will result in Prohibited Shading of any Solar Array, including any Neighborhood Declarant Installed Arrays planned for the future. In making this determination, the Design Review Committee may require that the Improvement plan submitted by the Owner include a certification **("Certification")** from a licensed architect or a licensed landscape architect (as applicable) that the planned Improvement complies with this **Section 7.15**, including the prohibition against Prohibited Shading of Neighborhood Declarant Installed Arrays that may be constructed at a later date. The Design Review Committee shall be entitled to rely on the Certification, and the Design Review Committee shall have no liability for any error, inaccuracy or misrepresentation contained in the Certification.

Maintenance Requirements

Each Owner must maintain the height of trees and other landscaping on such Owner's Residential Lot to prevent Prohibited Shading of any Solar Array. This same obligation applies to the Association with respect to the Association Property and the Association Maintenance Areas. The height and distance standards in the Horizontal Distance Table and the Minimal Shading Criterion establish the maximum height of trees and other landscaping that may be maintained to minimize the shading of Solar Arrays. For example, for a Solar Array on the roof of a one-story Residence, existing trees and landscaping must be maintained so that they do not exceeded twenty (20) feet in height at a distance of sixteen (16) feet from the nearest point on the Solar Array, thirty five (35) feet in height at a distance of forty six (46) feet from the nearest point on the Solar Array, and fifty (50) feet in height at a distance of seventy six (76) feet from the nearest point on the Solar Array.

Impact of Shading Restriction

The restriction against Prohibited Shading of Solar Arrays by trees and other Improvements means that (i) the planting of trees or at least certain trees in the yard areas of a Lot, (ii) the installation of upper-floor additions, roof-mounted structures or other tall Improvements within a Lot, and (iii) the growth of trees to mature heights may be restricted or prohibited. In some cases, the Lots may be adjacent to other lots that are not encumbered by this Declaration. In such cases, these adjacent lots might not be restricted from causing Prohibited Shading of Solar Arrays installed on one or more of the Lots, which may result in the occurrence of Prohibited Shading which impairs the performance of one (1) or more Systems on the Lots.

PREAPPROVED IMPROVEMENTS (do not require DRC review)

The following improvements are preapproved by the Association and do not need to undergo the DRC review process so long as the improvements are done per the specifications listed below and owner submits a Notice of Completion Form and applicable $75.00 processing fee:

1. Pre-Approved Rear Yard, per Policy below

2. Security Screen Doors (must conform with requirements listed below to qualify for preapproval):

    a. Security screen door must match the front entry door color

    b. No vertical bars or just horizonal bars across door

    c. Security door should be aesthetically pleasing with some type of design

3. Camera Installations (must conform with requirements listed below to qualify for preapproval):

a. shall be solely responsible for all costs to purchase, install and remove all exterior cameras.

b. shall ensure that all exterior cameras will only be pointed at, record and view the owner/future owner's home or exclusive use common areas affiliated with the Unit.

c. shall ensure that all surrounding neighbors/homeowners shall be contacted and informed of the proposed installation.

d. shall ensure that if any homeowner's exterior camera views or records a neighboring property in a manner that potentially invades the privacy of that neighboring property, the homeowner shall inform the owner of the neighboring property in writing and obtain written consent from that homeowner prior to installation of the proposed exterior camera(s).

e. shall indemnify, defend and hold harmless the Seasons at Green Valley Ranch Homeowners Association from any and all claims brought against the Association in connection with the installation, maintenance, removal and use of the exterior camera, including, but not limited to, invasion of privacy claims and harassment claims."

FEES

1. The Association will utilize an outside consultant for review of all Design requests. All fees, costs and expenses associated with the consultant and application process will be borne by the applicant.

2. A $50.00 application fee is required for Improvements complying with Pre-Approval Rear Yard Policies (below), Camera Installation Policies, and Security Screen Door Installations.

3. A $175.00 application fee is required for all other Improvements outside the scope of the Rear Yard Pre-Approval Policy and front yard modifications. These items include, but are not limited to pools, spas, and patio covers.

4. The Board and Design Review Committee reserve the right to require additional deposits for certain types of construction.

LANDSCAPING DESIGN REVIEW DEPOSIT

Within twelve (12) months of the initial purchase of the Lot from the Developer, the Owner must complete the install of approved landscaping upon all yards and slope areas not landscaped by the Developer. The Owner shall submit a Design Request Application to the Association within nine (9) months from the close of escrow specifying the proposed landscaping and obtain Association approval of that application. Owner shall complete the installation within three (3) months of obtaining approval from the DRC. **The Association will collect, through escrow on the initial sale of the Lot, a $200.00 deposit to cover the expected landscaping Design Review Application fee.** A refund of any difference will be refunded to the owner following the Notice of Completion and written request for such refund.

PLAN SUBMITTAL AND RE-SUBMITTAL

1. The following items must be submitted with EVERY application, as noted:

   a. One (1) set of plans, specifications, drawings and other pertinent information (If plans are over size, please submit in PDF format)

   b. One (1) copy of the Design Request Form

c. One (1) copy of the Submittal Checklist filled out with the appropriate boxes checked

d. Check made payable to the Seasons at Green Valley Ranch Homeowners Association, only if the Owner has used up the $200 landscaping deposit taken from escrow.

e. One (1) copy of the Neighbor Notification Form

2. Incomplete submittals will be denied and returned to the Owner

3. All technical and engineering matters are the responsibility of the Owner.

4. Plans and specifications for works of improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Design Review Committee to make an informed decision on your request.

5. If your Lot has ANY type of restriction, including, without limitation, easements and setbacks, it is your responsibility to ensure you are abiding by those restrictions. Neither the Design Review Committee nor the Board can approve or supersede any type of restriction on your Lot; therefore, if such restriction is inadvertently approved, it is your responsibility to advise of such and approval for such plans will be deemed void.

6. If plans are denied by the Design Review Committee, plans may be resubmitted with the appropriate changes or modifications. Re-submittal may require an additional thirty (30) days if changes are substantial.

7. If you are not satisfied with the denial or request for changes from the Design Review Committee, you have the right to appeal the Design Review Committee decision to the Board. You must submit your request, in writing, to appeal the Design Review Committee's denial, within thirty (30) days of the denial by the Design Review Committee. Your request will be placed on the agenda at the next scheduled regular Board meeting. The Board will review your request at that time.

CONTRACTOR AND INSTALLATION GUIDELINES

1. All contractors must adhere to the Governing Documents (including the Rules and Regulations and the Design Guidelines and Procedures).

2. Owners are responsible for ensuring that all contractors and workers are informed of the proper procedures.

3. All contractors must be licensed, insured and have all applicable certifications or special licenses for the type of work being performed.

4. All Owners are responsible for any damage caused by their contractor or their employees.

5. In order to avoid damage to right of way, discharge of pollutants, and erosion, Owners and their contractors are not permitted to stage, place, or stockpile landscaping or construction materials on streets, sidewalks, curbs or driveway aprons at any time. All restroom facility brought on the Lot by the Owner's contractor, must be placed in the rear yard and out of view of the Association.

6. All materials and equipment used for construction or landscaping purposes must be stored or used solely within the boundaries of such Lot.

7. Owners and their contractors are required to comply with all federal, state and city storm water treatment and discharge regulations and are required to control and treat any such permitted discharges within the confines of their own Lot.

8. Contractors are required to clean up each day after construction by sweeping the sidewalk and street area. Contractors should not be flushing dirt, debris, sand, etc. into the street or gutter areas. All local best management practices for storm water pollution must be strictly followed.

9. Contractors and/or other service providers may not trespass onto any other Lot without said Owner's written permission.

10. Construction trailers or equipment may not be stored overnight on the streets or on any Lot.

11. All trash dumpsters used during construction and installation of improvements must have a cover placed on them. Please have the trash dumpster covered at all times, except of course when you are dumping materials into the trash.

12. Sand bags or other erosion or sediment control devices installed by developer during initial construction should not be removed until the Owner's Lot is landscaped and the planting is established. All broken sand bags must be removed immediately and replaced.

13. Owners are responsible for ensuring that no excessive runoff occurs from landscape irrigation or water drainage from their Lot into any Common Property Lot, neighboring Owner's Lots, or any City property. Owner violating this rule will be required to take action immediately to prevent any runoff from excessive irrigation or water drainage and shall be required to repair any and all damages to Common Property Lots, Neighboring Lots or City property as a result of improper installation of drainage, improper maintenance of drainage and / or excessive irrigation runoff caused by over watering, improper drainage and/or lack of sprinkler maintenance.

14. Portable toilets will be placed in the least conspicuous and visible location possible on the Owner's Residential Unit and will be regularly maintained in a clean and sanitary manner.

15. Equipment/Tools:

    a. Construction materials, supplies, equipment, tools and other such items may only be stored on the subject Residential Unit. No construction materials, supplies, tools and/or items may be stored or kept on the Common Area, or Private Streets without Association approval.

    b. All tools and equipment will be used in a safe and proper manner by persons qualified to use any such tools or equipment and who will comply with all safety standards. Construction personnel will be responsible for the safe storage of their tools and equipment and the Association will not be liable for any damage or loss of such tools or equipment.

    c. Construction machines and vehicles will not be stored in the Association Common Areas or Private Streets.

16. Work Hours: The Association requirements are:

Day of the Week	Permitted work hours
Monday through Friday	7:00 a.m. to 7:00 p.m.
Saturday	7:00 a.m. to 7:00 p.m.
Sunday	No Construction Noise Permitted per City of Perris
Government/Legal Code Holidays (except Columbus Day and Washington's birthday)	No Construction Noise Permitted per City of Perris

17. Improper conduct or behavior including the use of obscenities and/or verbal or physical threats of any kind directed at any person by construction personnel is prohibited. Acts or actions by any construction personnel of any kind which may be or may become dangerous, create a health or safety problem, create a hostile environment, or which disturbs residents of the Association in the quiet use and enjoyment of their homes is prohibited. Drinking of alcoholic beverages in any part of the Association is strictly prohibited.

REQUIRED INFORMATION FOR ARCHITECT REVIEW

*While it is not required to use an outside architect to draft your plans, the plans **must** detail the following items and follow the submittal requirements checklist:*

1. **PROPORTION:**
When a plan has proportion, the drawing represents elements that are in the same relative ratio to each other. A two-car driveway which is typically 16 feet wide is drawn about 3 times as wide as a side yard or entry walk that has a width of 5 feet. The scale of the plan doesn't really matter; it is the relative size and distance of the elements represented on the plan that are in the same ratio to each other throughout the plan.

2. **SCALE:**
The scale of the drawing is the ratio at which the plan is drawn relative to the actual dimension or size of the element being represented on the plan. If the scale is one eighth of an inch, equals one foot (1/8" = 1'-0"), then that means that every 1/8 inch measured on the plan represents 1 foot in the actual yard or house. So, a two-car driveway that is 16 feet wide would be drawn two (2) inches wide on the plan. If the scale were ¼ = 1'-0" then the 16 feet wide driveway would be 4 inches wide on the plan.

3. **PLANTER WALLS, RETAINING WALLS, SEAT WALLS, PILASTERS, FENCES, GATES, ETC.:**
Plans need to show/call out all materials (concrete, stone, flagstone, stucco, brick, wrought iron, etc.), colors, finishes, dimensions, heights, widths, any design that might be incorporated into the elements above, setbacks from property lines and sidewalks or streets. No planter wall shall be installed that attached to any Community Wall, Party Wall or outer wall of the Residence.

4. **TRELLIS:**
Plans need to show where the patio cover will be located including the outline of the patio cover not just the posts. Include dimensions, sections (top view and side view), elevations, details (any design or lattice or other feature incorporated into the patio cover), member sizes (size beams used on the top of the patio cover, and the size of the post being used to hold the patio cover), finishes, colors, etc. ***Just putting in writing a description of the patio cover will not be accepted.*** A drawing, photograph, or manufacturer's catalog page will be accepted as a sample of what the patio cover will look like. If the manufacturer's catalog page is provided, the homeowner needs to circle the patio cover which they are proposing.

5. **EXISTING OR PROPOSED ELEMENTS:**
Plans need to call out if the elements are existing or proposed. The Committee needs to know exactly what is being proposed and what has been approved and exists in the yard at the present time.

6. **ADDITIONAL DRAINAGE:**
All Plans need to call out all locations of new drains, size of drain and inlet and where drainage will ultimately tie into. Plans must include size of drain line, slope grade of drain and all drain inlets. All landscaping modifications shall cause all water to drain into said inlets and cause water to drain away from neighboring Lots. All water must be contained within each Owner's Lot.

7. **FIREPLACES:**
Plans need to show the location of the fireplace, and the setbacks from the property line walls. Included in the plans is a photograph, scaled drawing or catalog cut sheet of the fireplace showing the dimensions (width and height including spark arrestor), colors, materials, etc.

8. **PLANTING:**
For planting to be reviewed, plans need to show the location of all trees and shrubs, the size of container from which it will be planted (1 gallon, 15 gallon, 24 inch box), the common and BOTANICAL name (scientific name which can be found on the internet or books). If the names of the planting material are not noted next to the plants/shrubs/trees, a legend will need to be provided to show the symbols with the botanical (scientific name) and common name of the planting material.

9. **WATER FEATURES:**
Provide a drawing, photograph or catalog cut sheet of proposed water feature. The picture sample needs to note the dimensions, heights, widths and setbacks from the property line walls. If a drawing or photograph is not included with the plans, then homeowner needs to write on plans the exact height of the fountain and the setbacks from the property line fence/wall.

10. **ALL SUBMITTALS SHOULD INCLUDE PHOTOS OF THE HOUSE:**
Including photos of the face of the house, front and rear yard this would answer some questions we come across while reviewing. Photos will show existing elements, size of yard, shape of lot, etc.

11. **ASSOCIATION PROPERTYS:**
Plans need to label any Association Property adjacent to the property or on the property. We cannot be responsible for knowing where Association Property located if they are not noted on the plan.

12. **SETBACKS:**
Plans need to show the setbacks of all Design structures and must adhere to City/ County set back measurements, in most cases 3-5ft from rear and side property line. Elements such as, but not limited to patio covers, arbors, gazebos, fireplaces, fountains, etc., is measured from the property line wall to the outer most point of the elements. Design structures such as front walls, pilasters, boulders, etc. are measured from the face of the structure to the sidewalk or street whichever is most restrictive.

ARTIFICIAL TURF GUIDELINES

The Board of Directors has provided the specifications below for the installation of synthetic turf. Their desire is to give a variety of choices while limiting materials to the best and most natural-looking. It is not in our Members' best interests to see their property values diminished due to the use of inferior materials. For this reason, the Board has done extensive research into the products and processes currently available and provides the following guidelines.

A handful of manufacturers comprise the synthetic turf industry. The turf is then marketed and installed, mostly by professional synthetic turf installers and licensed landscape contractors. If a homeowner chooses to use

synthetic turf, the product must meet these minimum standards (a sample of the product with written specs must also be submitted with the Application for Architectural Review before installation):

REQUIREMENTS FOR INSTALLATION

- Turf must be natural in appearance; olive or darker color preferred;
- Pile height must be at least one and one-half inches (1 ½") to two inches (2");
- Pile weight-40-60 ounces minimum;

- Turf must have a minimum of an eight (8)-year product warranty; Turf must have a minimum one (1)-year installation/workmanship warranty;
- Turf must have UV protection;
- Turf must provide adequate drainage;
- Turf cannot be placed directly on top of existing grass, dirt or Hardscape;
- Turf must be adequately secured (no ripples or seams showing);
- Turf edges must be finished;
- Turf must have prepared base of infill;
- Turn must not have felt backing;
- Turf product must have thatch.

1. Front-yard areas must retain a minimum of 30% of overall square footage as organic plant material, such as planter beds, bushes, shrubs, etc. This must be documented in the Request for Architectural Improvement application.

2. Planters with organic plants and shrubs must border a minimum of 30% of the perimeter of any single turf area (50% or more is preferred and is more aesthetically pleasing). This must also be documented in the Request for Architectural Improvement application.

3. If a synthetic turf area will meet a neighboring natural turf area, it must be separated with a barrier of at least four (4) four inches of hard-scape or a planter containing organic plant material.

4. Synthetic turf may be installed either (i) by a licensed contractor expert in the installation of synthetic turf who shall be specifically identified in the Request for Architectural Improvement application submitted to the Association; or (ii) by the homeowner, in which event the installation shall be inspected, at the homeowner's expense, by the Association's landscape architect, who shall have sole discretion in determining whether the installation meets the standards of an expert installation of synthetic turf.

5. Synthetic turf must include a weed barrier and a properly prepared aggregate base for drainage.

6. Only turf requiring infill installation will be allowed. Infill material installation shall be according to turf manufacturer specifications or based upon standard industry guidelines (see below).

REQUIRED MAINTENANCE

1. Infill must be recharged or replaced if odor or deterioration occur.

2. Turf must be cleaned, and the pile must be raked/fluffed periodically to maintain its appearance.

3. When artificial turf reaches the end of its lifespan and no longer appears natural in color and appearance, or has suffered irreparable damage or wear, the turf must be replaced.

ASSOCIATION OF SYNTHETIC GRASS INSTALLERS – ASGI.US
INSTALLATION GUIDELINES

1. Primary layer on native soil: non-woven, highly permeable soil stabilizing fabric for the soil type and conditions of the installation. Fabrics must be porous and must not impede infiltration of normal watershed to appropriate drainage solutions required of property by any other related section of the CC&Rs;

2. Minimum three inches (3") to five inches (5") of appropriate compactable aggregate base with subsequent or additional imported base materials and fabric layers, as required;

3. Acceptable artificial turf includes an eight (8)- year (PE & PP) manufacturer warranty against UV degradation (i.e., fading and discoloration). The style and color selection must compliment other adjacent, natural lawn and landscaped grass within the Community;

4. Acceptable backing materials include perforated, vertically-draining, latex- or polyurethane-coated materials to provide optimum tuft bind and maximum permeability. Horizontally\-draining backings must not be infilled; infill materials are prone to migrate into drainage systems;

5. Acceptable infill materials will include, but are not limited to: recycled rubber crumb, acrylic-coated silica sand, recycled PET beadlets, thermo-plastic elastomer-coated silica sand and semi-round silica sand. Sub-angular silica sand may not be used as infill materials;

6. All materials submitted for approval must be accompanied by test documentation, which declares that the artificial turf yarn and backing materials are disposable, under normal conditions, at any US landfill station (Total Content Leach Protocol ("TCLP") test);

7. Infill materials, type and amount, per square foot, installed, as suggested by the turf manufacturer or based upon standard industry guidelines;

8. Surfaces must appear seamless, and edges must appear natural and well- groomed;

9. Total surface installation must be water-permeable with minimum twenty-five (25)-inch/Hour Permeability Rating; and

10. All job materials used for surfaces must pass applicable fire retardancy ratings, including pill burn test.

SUBMITTING A PLAN

All installations must be approved by the Architectural Review Committee, and submissions must include the following materials and information:

1. Completed Architectural Application including plot plan;

2. A description of the Artificial Turf System that will be used, including specific information on:

    a. Artificial Grass Surface, including validation of total lead ("Pb") content in yarn fibers;

    b. Definition of type and depth of aggregate base materials and site construction plan;

    c. Definition of soil-stabilizing fabric, including permeability specification sheet and a Material Safety Data Sheet ("MSDS");

    d. Definition of infill materials, including specification sheet and a MSDS;

    e. Definition of seaming materials and adhesives, including specification sheet and a MSDS; and

    f. Copy of manufacturer's warranty for all materials, workmanship and builder's warranty statement for workmanship for construction (California contractors are required to provide a minimum of one (1)- year workmanship warranty).

3. A description and proposed plan for drainage of the affected area, including materials lists and site plan;

    a. A minimum twelve inch by twelve-inch (12"x12") sample of the exact artificial turf or synthetic grass surface materials to be used. Substitutions are not allowed without prior approval.

REAR YARD PRE-APPROVAL POLICY AND PROCEDURE

1. Subject to the conditions described below, rear yard improvements, which are comprised of only cement flat work, mulch, dg, grass, rock, shrubs and/or small trees that will not reach a height of more than five feet (5') are pre-approved provided you adhere to the procedure listed below and still require an application for approval to proceed. Also, pre-approved are other structures, such as brick, concrete or rock propane gas barbeque grills, propane gas fire pits, waterfalls, fountains or benches, provided that they are installed and set back no less than 5 feet (5') from any property lines and provided that no portion of the construction is higher than five feet (5'). In addition, pre-approval is provided only on the following conditions:

    a. The improvements do not in any way alter the grade or drainage of the Residential Unit unless an adequate alternative drainage pattern that does not negatively impact any adjoining property is provided; and

    b. Any path, planter or shrub lighting used must not be in excess of the wattage used in standard low voltage landscape lighting.

2. Any improvements that do not meet the guidelines outlined above are not approved and require submittal of an application to, and the approval of the DRC.

3. The above guidelines *exclude any* pool, spa or similar equipment AND *exclude work* that is elevated above grade such as gazebos, patio covers, raised patio decks, raised lighting (i.e., pole lights), raised planters, any trees that in their natural habitat would grow to height of more than five feet (5') and any stairs, large permanent play structures or retaining walls under 2 feet in height.

4. Any modification or physical change to the any exterior improvement shall conform to the material, colors, character and detailing of the existing improvements within the Association.

5. Please review the above guidelines carefully. If you are unsure as to whether a proposed modification requires the prior written approval of the Association pursuant to an application, please contact the association's management office.

6. Pre-approval from the Association pursuant to this section shall not constitute a waiver or approval from any County, City or other local municipality or entity from which approval or a permit may be required.

SUBMITTAL REQUIREMENTS

√ Each that Apply	**Plan Requirements for all Submittals**:
☐ ☐ ☐	Completed "Design Request Form"
☐ ☐ ☐	Completed "Neighbor Notification Form"
☐ ☐ ☐	Date on plans
☐ ☐ ☐	One (1) complete set of plans
☐ ☐ ☐	House/Property street address & phone number and email address
☐ ☐ ☐	House/Property lot and tract number
☐ ☐ ☐	Proper scale (Site plan @ 1/8" - Floor plans @ ¼" - Elevations @ 1/8" - Landscape @ 1/8")
☐ ☐ ☐	Name, address & phone number of entities who prepared the drawing
☐ ☐ ☐	Special note - see end of checklist
	Site and/or Landscape Plan:
☐ ☐ ☐	Show all property lines accurately as to length, angles and amount of curve
☐ ☐ ☐	Show existing building(s)/structure(s)
☐ ☐ ☐	Show existing walls, fences, gates, sidewalks, paving, planters and other constructed or hardscape elements which impact the design
☐ ☐ ☐	Show all applicable utilities & improvements
☐ ☐ ☐	Show proposed planting areas
☐ ☐ ☐	Show proposed decks, fences, walls, stairs, trellises, arbors, gazebos, spas, ponds, fountains, ornamental rocks, barbecues, courts, play equipment, apparatus and yard lighting
☐ ☐ ☐	Plans for proposed fence and wall drawings shall note materials, colors and heights
☐ ☐ ☐	Heights shall be noted relative to the immediate ground elevation
☐ ☐ ☐	Pool and spa plans shall include the locations, size and sound mitigation treatment of all mechanical equipment
☐ ☐ ☐	Dimensions (in feet and inches) Grade changes
☐ ☐ ☐	Location of new area drains and drainpipe routing
☐ ☐ ☐	Grading & Drainage Notes
☐ ☐ ☐	Construction Notes
☐ ☐ ☐	Walls, fences, gates, screens, etc. Trellises, overheads, etc.
☐ ☐ ☐	Fountains, ponds, pools, spas, etc.
☐ ☐ ☐	Barbecues, fireplaces, fire pits, etc.
☐ ☐ ☐	Mechanical equipment including all motors, pumps, filters, controllers, timers, compressors & air conditioner condensers, etc.
☐ ☐ ☐	Lighting fixture locations, heights & sizes with bulb type & wattage

☐ ☐ ☐ Exterior lighting to be indirect and shielded from adjacent properties.

☐ ☐ ☐ All lights must be compatible with house design and should be simple in design & color.

☐ ☐ ☐ No exposed wires or cables

☐ ☐ ☐ Photos of project site depicting existing site conditions and adjacent property relationships

☐ ☐ ☐ Show elevation of existing adjacent grade

☐ ☐ ☐ Special note - see end of checklist

Exterior Elevations:

☐ ☐ ☐ Elevations of existing and proposed Design elements with roof slope pitches

☐ ☐ ☐ Ridge heights

☐ ☐ ☐ Note all finish materials, colors and textures of proposed work

☐ ☐ ☐ Note if proposed finishes and material are to match existing finishes and materials

☐ ☐ ☐ Color & material board clearly depicting materials and/or colors that differ from existing

☐ ☐ ☐ Exterior materials, trims, detailing and finishes

Floor Plans:

☐ ☐ ☐ Indicate all walls, columns, openings and any condition or feature that will affect the exterior design of the structure

☐ ☐ ☐ Floor plans of existing and proposed room layouts with horizontal dimensions and all features that affect the exterior - windows, doors, overhangs, etc.

☐ ☐ ☐ Show dimensions of proposed work and related existing work and indicate relationship

☐ ☐ ☐ Delineate all parts of the exterior that cannot be shown on elevation drawings

☐ ☐ ☐ Clearly identify proposed new work areas and differentiate existing work areas from them

☐ ☐ ☐ Special note - see end of checklist

Roof Plan:

☐ ☐ ☐ Show all existing and proposed roof surfaces, noting pitches and overhangs

☐ ☐ ☐ Call out existing and proposed roof materials and colors

☐ ☐ ☐ Ridge heights

☐ ☐ ☐ Special note - see end of checklist

Mechanical and Solar Energy Plans:

☐ ☐ ☐ Show all mechanical devices exposed to the exterior including solar collectors, storage tanks, piping, and other distribution and collection components

☐ ☐ ☐ Devices are integrated into the roof design and flush with existing roof slope

☐ ☐ ☐ Frames are colored to complement roof

☐ ☐ ☐ No natural aluminum frames

☐ ☐ ☐ Mechanical equipment screened

☐ ☐ ☐ Special note - see end of checklist

GENERAL DEVELOPMENT GUIDELINES

Fences and Walls:

☐ ☐ ☐ Existing fences/walls are not removed or modified

☐ ☐ ☐ No double walls constructed side by side

☐ ☐ ☐ Fences, walls and gates are no more than 6 ft. or are the same or less in height than the existing fence/wall

☐ ☐ ☐ Retaining walls blend in and complement style of home

☐ ☐ ☐ No planter wall shall be installed that attached to any Community Wall, Party Wall or outer wall of the Residence.

☐ ☐ ☐ Planter walls blend in and complement style of home

☐ ☐ ☐ Drainage system provided near wall footing

☐ ☐ ☐ No exposed wooden fences with the exception of lattice screens or trellis are viewed from public place

☐ ☐ ☐ Material, color & texture to be compatible w/ existing house (no uncovered concrete block) Maximum height is 6 ft. above adjacent grade or equal to or below the height of existing walls

☐ ☐ ☐ Do not modify (lower or raise) the grade adjacent to any existing walls, fences, gates and or pilasters or columns

☐ ☐ ☐ No uncovered concrete block

☐ ☐ ☐ Special note - see end of checklist

Door and Window Coverings:

☐ ☐ ☐ No screen door on front or main entry door

☐ ☐ ☐ Security door shall be painted to match the front door or the trim

☐ ☐ ☐ Security doors design is standard (no picturesque theme)

☐ ☐ ☐ Security door matches the elevation scheme of the residence (e.g., if there is an archway entry, the security door has to have an arch design as well).

☐ ☐ ☐ No aluminum or metal awnings or covers over windows or patios

☐ ☐ ☐ No aluminum foil, window tint, paint, sheets, newspapers, or other unsightly covering on windows

☐ ☐ ☐ Special note - see end of checklist

Garage Doors:

☐ ☐ ☐ Garage door is compatible in design and color with house Garage door is simple in design and color (no ornate decoration)

☐ ☐ ☐ Special note - see end of checklist

Exterior Lighting:

☐ ☐ ☐ Lighting fixture locations, heights & sizes with bulb type and wattage noted on plan

☐ ☐ ☐ Lighting is indirect and shielded from adjacent properties

☐ ☐ ☐ Lighting is compatible with house design and is simple in design and color

☐ ☐ ☐ No exposed wires or cables

☐ ☐ ☐ No exterior lighting placed so as to cause an unreasonable glare or illumination on any other private property or common Property

☐ ☐ ☐ Lamp source is not high-pressure sodium, metal halide or other inappropriate type

☐ ☐ ☐ Special note - see end of checklist

Patio Covers, Gazebos, Trellises and Sundecks:

☐ ☐ ☐ Provide exterior elevations of all proposed structures including trellises, gazebos, and shade structures

☐ ☐ ☐ When proposed improvement is attached to existing home, show the existing elevation in relation to the proposed improvement

☐ ☐ ☐ Trellis posts shall be located a minimum of 5 ft. and overhangs a minimum of 3 ft. from existing side or rear yard walls or property lines, whichever is the more restrictive

☐ ☐ ☐ Square footage is in proportion to the yard (is not more than 50% of rear yard Property)

☐ ☐ ☐ Trellis height is not to exceed 10 ft. above existing finish grade

☐ ☐ ☐ Peaked or sloping roofed gazebos are not to exceed 12 ft. above the existing finish grade to the uppermost height of the roof

☐ ☐ ☐ Design, color, finish and detailing must be consistent with the existing house

☐ ☐ ☐ Columns may be stucco or wood (4x4 wood posts must have wood trim to appear wider and more substantial). No exposed metal posts permitted

☐ ☐ ☐ Any design features incorporated into the patio cover, gazebo, trellis and/or sundeck must be compatible in appearance with the existing house and surrounding community

☐ ☐ ☐ Side elevation not enclosed, except for hand or guardrail or portion of existing dwelling

☐ ☐ ☐ Refer to Declarations as for submittals for modifications to any brush management zone (section 2.1.2) .

☐ ☐ ☐ Special note - see end of checklist - REQUIRES COUNTY APPROVAL prior to a final approval by the Association

Sundeck, Balcony, Open Porch, Etc. Attached to House at Second Floor Level Height:

☐ ☐ ☐ No sundeck on or over any portion of a second-story roof Floor height does not exceed existing second floor living level Sundeck is directly accessible from living unit levels

☐ ☐ ☐ Railing is appropriate to architecture (no horizontal pipe rail)

☐ ☐ ☐ Special note - see end of checklist - REQUIRES COUNTY APPROVAL prior to a final approval by the Association

Awnings:

☐ ☐ ☐ Awnings are compatible in color and design with house

☐ ☐ ☐ Awnings are simple in design and color

☐ ☐ ☐ Awning size, location and form are in scale with the window

☐ ☐ ☐ Special note - see end of checklist

Playground Equipment, Trampoline, Sport Cages:

☐ ☐ ☐ Equipment does not exceed 12 ft. in height

☐ ☐ ☐ Play equipment can exceed perimeter wall height if screened from view of neighboring Lot with landscaping and neutral in color

☐ ☐ ☐ Play equipment must be located on private property

☐ ☐ ☐ Special note - see end of checklist

Flagpoles:

☐ ☐ ☐ Flagpoles must be compatible with the color and scale of the house

☐ ☐ ☐ Special note - see end of checklist

BUILDING MATERIAL STANDARDS

Exterior Building Walls:

☐ ☐ ☐ Utilized resewn wood trim to match existing trim, fascia, or barges

☐ ☐ ☐ Paint color and finish of trims, fascia's, barges and doors matches existing

☐ ☐ ☐ Stucco color and texture matches existing

☐ ☐ ☐ Exterior cover material is consistent and continuous on building walls

☐ ☐ ☐ Special note - see end of checklist

Window and Door Openings:

☐ ☐ ☐ Openings are located and detailed in a manner consistent with existing treatment

☐ ☐ ☐ Special note - see end of checklist

Diverters:

☐ ☐ ☐ Galvanized iron or aluminum diverters are painted to match roof vents or roof material

☐ ☐ ☐ Special note - see end of checklist

Roofs, Flashing and Vents:

☐ ☐ ☐ Roofing material matches existing roofing material

☐ ☐ ☐ Built up roofing material on flat areas matches existing roof

☐ ☐ ☐ Roof pitches match existing

☐ ☐ ☐ Roof vents and flashing are painted to match roof color or existing vents

☐ ☐ ☐ Special note - see end of checklist

Gutters and Downspouts:

☐ ☐ ☐ Gutters and downspouts are painted to match color of trim or white or muskrat

☐ ☐ ☐ Special note - see end of checklist

Sheds:

☐ ☐ ☐ No aluminum sheds

☐ ☐ ☐ Shed may not exceed 120 square feet or 10 feet height at shed's roof peak

☐ ☐ ☐ Shed shall be installed at the rear of the property and set back 3 feet from any Community Wall, Party Wall or outer wall of the Residence.

☐ ☐ ☐ Shed colors must be compatible with the house.

☐ ☐ ☐ Special note - see end of checklist

Wrought Iron and Tubular Steel:

☐ ☐ ☐ Wrought iron or tubular steel is galvanized or bonded prior to applied finish color

☐ ☐ ☐ Wrought iron or tubular steel matches existing

☐ ☐ ☐ Special note - see end of checklist

LANDSCAPE REVIEW ITEMS

Front Yards:

☐ ☐ ☐ Paving materials to be compatible with house color & style

☐ ☐ ☐ Walkway to front door does not exceed 1/3 of the frontage of the front yard (clarify condition - i.e., establish percentage of softscape and landscape)

☐ ☐ ☐ Paving material is compatible with house

☐ ☐ ☐ Special note - see end of checklist

Trees:

☐ ☐ ☐ All trees are installed with a minimum set back of 3 feet from Community Wall, Party Wall or outer wall of the Residence.

☐ ☐ ☐ Special note - see end of checklist

Shrubs, Ground Cover & Turf:

☐ ☐ ☐ Botanical & common names of proposed plant material

☐ ☐ ☐ Plant sizes & locations on the plans

☐ ☐ ☐ 100% of ground is covered by plant material or shredded bark material

☐ ☐ ☐ No large areas of bare earth

☐ ☐ ☐ Shrubs to be planted at the base of the house, walls and fences visible from street

☐ ☐ ☐ Corner lot side yard area between fence/wall & walk to be planted with lawn, ground cover, shrubs and/or vines

☐ ☐ ☐ Special note - see end of checklist

Sprinklers:

☐ ☐ ☐ Irrigation head layout shown on plan

☐ ☐ ☐ Overspray shall not contact neighboring dwelling unit, property line walls/fences, or off of property

☐ ☐ ☐ Special note - see end of checklist

Thematic Landscape Features:

☐ ☐ ☐ No pink flamingos or Astroturf in front yard areas visible from street

☐ ☐ ☐ Except for patio covers/trellises and gazebos, no landscape feature (wall, fence, statue, sculpture, waterfall, fountain, etc.) shall exceed the height of the perimeter wall or 6 ft. above the lowest immediately adjacent grade, whichever is less

☐ ☐ ☐ Special note - see end of checklist

Visible to the Street Garden Walls & Planters:

☐ ☐ ☐ Material, color & texture to be compatible with existing house (no uncovered concrete block)

☐ ☐ ☐ Maximum height is 6 ft. above adjacent grade. Vines and shrubs encouraged to soften appearance

☐ ☐ ☐ Do not modify (lower or raise) the grade adjacent to any existing walls, fences, gates and or pilasters or columns

☐ ☐ ☐ Simple in design and color compatible with house

☐ ☐ ☐ Metal fences to have horizontal top rail and vertical posts without decoration

☐ ☐ ☐ Maximum height is 5 ft. 6 in. and must be equal to or below the height of existing walls

☐ ☐ ☐ Solid wood fences are permitted and must be painted in a color compatible with the house, if visible from the street

☐ ☐ ☐ No chain link, poultry wire, woven wire, aluminum, sheet metal, plastic, fiberglass, wood rail, reeds, straw, bamboo, rope and other similar temporary or commercial materials are permitted

☐ ☐ ☐ No uncovered concrete block

☐ ☐ ☐ Special note - see end of checklist

Water Features - Spas, Pools, Reflecting Pools, Ponds and Fountains:

☐ ☐ ☐ Must not damage existing walls or fences

☐ ☐ ☐ All equipment must be completely screened from off-site view

☐ ☐ ☐ All equipment noise impact on neighbors must be minimized with sound attenuation devices (e.g., masonry walls, metal enclosures)

☐ ☐ ☐ All solar collectors must be designed and located to be unobtrusive.

☐ ☐ ☐ Colors must be compatible with the house.

☐ ☐ ☐ All supports and piping must be enclosed or screened from view Construction of water features must not disturb the neighbor's yards, property or improvements

☐ ☐ ☐ Construction of water features must not disturb the Community area or improvements

☐ ☐ ☐ Minimum set back of 5 ft. is required for all pools, spas and the like from the rear yard wall or fence and require final approval from the City in order to be constructed

Drainage:

☐ ☐ ☐ All plant beds and paved areas must slope to drain at a minimum rate of 1% or 1/8" per foot with a slope of 2% or ¼" per foot preferred

☐ ☐ ☐ All drain pipes must drain at a minimum of ½% or 1/16" per foot with a slope of 1% or 1/8" per foot preferred

☐ ☐ ☐ All grades in plant beds must be held a minimum of 6 in. below adjacent finish floor and 4 in. below the adjacent metal house screed

☐ ☐ ☐ All grades in plant beds must be held a minimum of 6 in. below the top of adjacent planter or retaining wall

☐ ☐ ☐ No plant bed grades adjacent to existing walls or fences are to be changed

☐ ☐ ☐ All finish surfaces of paving elements are to be held below the adjacent metal house screed

☐ ☐ ☐ All plant beds and paving are to slope and drain away from the house

☐ ☐ ☐ Utilize domed grates on catch basins in plant bed areas

Special Note From Previous Sheets:

1. During the installation process, follow the "Drainage" guidelines found on this checklist.

2. Design Review Committee approval does not constitute City or County approval. Please contact the City and/or County agency for submittal requirements. Many of the improvements, including, without limitation, patio covers, pools, spas, any outside building installations, and sheds all require approval by the Design Review Committee and the City and/or County.

3. Approval from the Association is merely for aesthetic purpose and not for structural compliance.

HOUSE PAINTING PROCEDURE

SUBMITTAL REQUIREMENTS

1. Photographs of all four (4) sides of the home from corner to corner along with any additional structures (trellises, gazebos, etc.) that are to be painted.

2. Photographs of the front of the houses on either side of the home being processed.

3. Color swatches of the colors to be used and an explanation of where such colors are to be used.

4. Photograph or plan marked up to indicate which color is to be applied to which surface.

5. Justification statements. See below.

JUSTIFICATION STATEMENT

1. Provide a written statement as to whether or not a color change is desired and if so, on what surfaces and elements.

2. Provide a written statement explaining the selection of colors. It is important to provide justification relating to the color selection and its appropriateness to the exterior elevation style of the home. (Exterior color schemes are directly related to Design styles and will be reviewed based upon these criteria.)

3. If the existing color scheme utilizes more than one color on stucco surfaces and/or planes, maintain this same differentiation in tone and intensity with new color selections.

4. Provide any photographs or references justifying the color selection and its use on the same Design style of home. Please keep scale of the house in mind. Do not use a little shed to justify painting a two-story house or a large estate or a commercial building to justify a single-family Lot.

5. Provide a written statement justifying the intensity and/or tone of the color based upon the existing tone and color of the neighborhood as a whole, the size of the unit and the distance between homes. The larger the home the greater the need to tone down or soften the color selection. The farther the homes are separated from each other, the greater the need to tone down or soften the color. If the general tone of the color schemes and the neighborhood as a whole is muted, then the color selection needs to be softer and/or more muted.

REVIEW ELEMENTS

1. Appropriateness of color scheme to Design style.

2. Color tone and intensity in keeping with overall neighborhood.

3. Color tone and intensity in keeping with size of home and separation from neighbors.

4. Color compatibility with adjacent homes.

5. Does not repeat color scheme of an adjacent home.

SEASONS AT GREEN VALLEY RANCH HOMEOWNERS ASSOCIATION

DESIGN REQUEST FORM

Return to: Prime Association Services,
27290 Madison Ave, Suite 300, Temecula, CA 92590
info@theprimeas.com

Name: _____ **Date:** _____

Property Address: _____

Email Address: _____

Home Phone: _____ **Mobile Phone:** _____

I. Proposed Project Information

Describe the proposed improvement in detail:

_____

_____

_____

_____

II. Neighbor Advisement

With your submittal, please include one (1) copy of the Neighbor Notification Form, signed by any neighbors who will be visually impacted by your proposed Improvement(s). This includes any adjacent or neighboring Lots, which may be impacted by your Improvement(s) from their rear yard.

III. Documents Required for Submittal: All other submittals per Design Guidelines and Procedures

- ☐ One (1) set of detailed plans as specified in the Design Guidelines and Procedures
- ☐ One (1) set of this application form
- ☐ Processing and review fee
- ☐ Completed Neighbor Notification Form

By signing this document, I certify that the items included represent a true representation of the Improvements that I plan to make to my property.

Owner's Signature: _____ Date: _____

NEIGHBOR NOTIFICATION FORM

LEFT REAR NEIGHBOR

REAR NEIGHBOR

RIGHT REAR NEIGHBOR

LEFT FRONT NEIGHBOR

FRONT NEIGHBOR

RIGHT REAR NEIGHBOR

If neighbor is not impacted by Improvements, then write "Not Impacted" in signature line. Signature on above form does not constitute approval of plans presented, only notification. Any concerns about plans being presented may be addressed, in writing, to the Community Association.

SEASONS AT GREEN VALLEY RANCH HOMEOWNERS ASSOCIATION

NOTICE OF COMPLETION FORM

Return to: Prime Association Services,
27290 Madison Ave, Suite 300, Temecula, CA 92590
or info@theprimeas.com

This form must be completed and returned to the Association within thirty (30) days after the approved Improvements have been completed.

Owner Name: _____ **Date:** _____

Property Address: _____

Email Address: _____

Home Phone: _____ **Mobile Phone:** _____

Summary of Completed Improvements:

_____

_____

_____

Attachments (check box to indicate they have been enclosed):

□ Copies of photographs of all Improvements included. Please note that Notice of Completion Form is not complete if photographs of Improvements are not enclosed.

By signing this form, the Owner is stating that Improvements have been completed in accordance to the scope and specification of the approved Design application and in accordance with the Design Guidelines and Procedures.

Owner's Signature: _____ **Date:** _____

SEASONS AT GREEN VALLEY RANCH HOMEOWNERS ASSOCIATION

VIOLATION REPORT FORM

Return to: Prime Association Services,
27290 Madison Ave, Suite 300, Temecula, CA 92590
or info@theprimeas.com

Please provide the name (if known) and address of the home where the alleged violation is taking place.

Owner Name(s):_____

Address:_____

Summary of alleged violation(s):

_____

_____

_____

On what days and at what times does the violation usually take place?

_____

_____

Reporting Owner's Information
If the violation is not verifiable by way of a visual inspection of the Homestead at Wildomar Homeowners Association, then a signature of an additional Owner representing a separate Lot within the Association may be required to initiate the Association's violation procedure. You must include your name and address in order to have this form processed.

Your name: _____

Address: _____

Phone: _____

If necessary: _____

Additional Owner name: _____

Address: _____

Phone: _____

SEASONS AT GREEN VALLEY RANCH HOMEOWNERS ASSOCIATION

NOTICE OF SATELLITE INSTALLATION FORM

Return to: Prime Association Services,
27290 Madison Ave, Suite 300, Temecula, CA 92590
or info@theprimeas.com

Name: _____ **Date:** _____

Property Address: _____

Email Address: _____

Home Phone: _____ **Mobile Phone:** _____

Satellite Dish Agreement:
I, _____(Insert Your Name), have read the satellite installation procedure for the Association and agree to install the device per the requirements.

The device will be installed on _____(Insert Install Date). I understand that if the satellite dish device CANNOT be installed per the attached agreement, I must submit an application for Design approval PRIOR to installation detailing the proposed installation.

I understand that after installation, if the device is not in FULL and COMPLETE compliance after providing the Association with a photo of the completed installation, I am 100% monetarily responsible for making all necessary changes to the installation in order to bring the device into compliance. I am also aware that any damage resulting from the installation is my responsibility to repair.

I understand if I sell my home, I am responsible for the removal of the satellite dish device and must repair any and all damage to the Property where the dish was installed, including all areas of wiring, etc.

Signature: _____ **Date:** _____

□ Copies of photographs of all Improvements included. Please note that Notice of Completion Form is not complete if photographs of Improvements are not enclosed.

****

ASSOCIATION USE ONLY

☐IN COMPLIANCE

☐NOT IN COMPLIANCE Corrections Required: _____

_____

_____

_____

Signature:_____ Date:_____

NEIGHBOR TO NEIGHBOR DISPUTE POLICY

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of the River Village Maintenance Corporation. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board from any of its duties under the Declaration of Covenants, Conditions and Restrictions of Seasons at Green Valley Ranch Homeowners Association or any other Governing Documents. This policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes."

DEFINITIONS

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint(s) lodged by one Lot Owner against another Lot Owner which, in the Board's sole discretion, does not impact the Common Property (examples include, without limitation, parking, noise, animals).

2. "ADR" shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.

3. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and, either ADR was completed or the other party refused to submit the dispute to ADR.

POLICY TERMS

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the Governing Documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.

2. If the Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute, it shall notify the parties of the Neighbor to Neighbor Dispute of its decision.

3. The parties to the Neighbor to Neighbor Dispute shall be required to use best efforts to submit their dispute to either the applicable governmental agency or ADR prior to seeking Association involvement in resolving the dispute. For ADR, this may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 1369.530.

4. Upon receiving written certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute by contacting the applicable government agency and/or through ADR, the Board shall determine whether a violation of the Declaration or Governing Documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with the Association's Notice and Hearing procedures.

THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN NEIGHBOR TO NEIGHBOR DISPUTES

SUMMARY OF
INTERNAL DISPUTE RESOLUTION PROCESS
AND
ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

ASSOCIATION'S INTERNAL DISPUTE RESOLUTION PROCESS ("IDR").

In accordance with Civil Code Section 1363.810 et seq., the Association has adopted the following internal dispute resolution process to be followed by the Association and owners in connection with disputes relating to the enforcement of the Association's governing documents, the Davis-Stirling Common Interest Development Act (Civil Code Section 1350 et seq.) and Section 7110 et seq. of the Nonprofit Mutual Benefit Corporation Code (collectively, the "Disputes").

Either party to a Dispute may invoke the following procedure:

1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.

2) An owner may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.

3) The Association's Board of Directors shall designate a member of the Board to meet and confer.

4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.

5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.

6) The agreement reached binds the parties and is judicially enforceable if both of the following conditions are satisfied: (a) The agreement is not in conflict with law or the governing documents of the common interest development or association; and (b) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors."

Please note that a member of the association may not be charged a fee to participate in the process.

ALTERNATIVE DISPUTE RESOLUTION ("ADR").

Please be advised that California Civil Code Section 5925 et seq. Requires that the Association and owners endeavor to submit certain types of disputes to ADR prior to initiating a lawsuit. This notice merely provides a summary of the statute. If there is a dispute which may require ADR pursuant to Civil Code Section 5925 et seq., please review all of the provisions of the statute or seek your own independent legal counsel.

PARTIES BOUND BY THE STATUTE

The parties required to comply with the new statute are the Association (through the Board of Directors) and any owners of record.

DISPUTES SUBJECT TO THE STATUTE (QUALIFYING DISPUTES)

Section 5930 provides that the Association or owners may not file an enforcement action in the Superior Court unless the parties have endeavored to submit their dispute to ADR. An "enforcement action" is defined as a civil action or other proceeding for any of the following purposes:

1) Enforcement of the Davis-Stirling Common Interest Development Act (Civil Code Section 4000 et seq.);

2) Enforcement of the California Nonprofit Mutual Benefit Corporation law, commencing with Corporations Code Section 7110; or

3) Enforcement of the Association's governing documents.

Where, however, an owner has a private dispute with another owner or a tenant, or the Board has a dispute with a third party such as a landscaper, such a dispute is not within the confines of the statute.

DISPUTES SPECIFICALLY EXCLUDED FROM THE STATUTE

The ADR statute applies only to an enforcement action that is solely for declaratory, injunctive or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of $5,000. The following types of disputes are specifically excluded from being required to resort to ADR:

1) A Small Claims action;

2) Assessment collection, except as provided for in Civil Code Section 5620;

3) Claims for money damages in excess of $5,000 in conjunction with a claim for declaratory, injunctive or writ relief;

4) Action for preliminary or temporary injunctive relief; and

5) The filing of a cross-complaint in response to a complaint already filed.

COMPLIANCE PROCEDURES

A. INITIATING PARTY. The party pursuing the dispute, prior to filing any lawsuit, must serve on the other party a "Request for Resolution" including the following information and language:

1) A brief description of the dispute;

2) A request that the matter be submitted to ADR;

3) A notice that the party receiving the Request for Resolution (the "Responding Party") is required to respond thereto within thirty (30) days of receipt or it will be deemed rejected; and

4) If the party on whom the Request is served is an owner: a copy of Civil Code Section 5925 et seq.

B. **SERVICE.** A Request for Resolution may be served by personal delivery, first-Class mail, express mail, facsimile transmission or other means reasonably calculated to provide the Responding Party actual notice of the Request.

C. **RESPONDING PARTY'S OBLIGATION.** Upon receipt of a Request for Resolution, the Responding Party, whether the Association or an owner, has thirty (30) days in which to either accept or reject the Request. In the event no such response is received, the Request is deemed "rejected."

D. **TIME FOR COMPLETION OF ADR.** Where the Request is accepted, the parties must complete the ADR within ninety (90) days of receipt of the acceptance. However, the parties can stipulate in writing to extend this period.

E. **COST OF ADR.** The cost of ADR shall be borne by the parties.

F. **TOLLING OF STATUTE OF LIMITATIONS.** If a Request for Resolution is served before the end of the applicable statute of limitations, the time limitation is tolled for certain periods specified in Civil Code Section 5945.

G. **CERTIFICATE.** In the event that a lawsuit is eventually commenced, the party filing must file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (1) alternative dispute resolution has been completed in compliance with 5925 et seq.; (2) one of the parties to the dispute did not accept the terms offered for alternative dispute resolution; or, (3) preliminary or injunctive relief is necessary.

CONSEQUENCES FOR FAILURE TO COMPLY WITH THE ADR LAW

The failure to file the aforementioned certificate with the Court is grounds for a demurrer or motion to strike unless the Court finds that dismissal of the action for failure to comply would result in substantial prejudice to one of the parties. Additionally, in awarding attorney's fees and costs, a court may consider whether a party's refusal to participate in ADR before commencement of the enforcement action was reasonable. As a result, it is important to seek independent counsel in the event that you, as an owner have further questions.

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

The preceding summary has been provided in accordance with Civil Code Section 5965.

POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT

The Board welcomes resident attendance at the board meetings to observe business matters that take place involving the Association. In order to give you an opportunity to address the Board, and in accordance with California Civil Code Section 4900 the Board has set aside a period of time at each board meeting (called "Open Forum") for the Owners to address the Board.

THE PROCEDURE FOR OPEN FORUM IS SIMPLE

1. Raise your hand to be recognized by the President of the Board or fill out the "request to address the Board" form and wait for your name to be called.

2. State your concern in clear and simple terms, and please limit it to three (3) minutes.

3. If someone else has already stated the concern, but you have something new to be added to the concern already expressed, then please raise your hand to be recognized; however, the President may limit participation to once per Owner.

4. Please do not interrupt others while they are speaking.

5. Maintenance related items are to be directed to Prime Association Services by calling or writing (Open Forum is not the proper venue to report maintenance items).

6. Please realize that while the Open Forum is a time for you to express an opinion or concern to the Community Board, you may not receive an immediate response or decision. The Board will take your concerns into consideration but may not necessarily act upon them at the meeting, unless the concern is vital to an agenda item decision.

UNDERSTANDING BOARD MEETING CONDUCT

1. The board meeting is a business meeting of the Board.

2. As Owners, you are members of the Association, and you elected the Board members to take care of those interests.

3. Business matters come before the Board when a motion is made and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between Board members and with the association's management company, if needed.

4. When a vote on a motion is taken, it is voted on by the Board members only.

5. If you would like an item to be considered by the Board to be on a future agenda for a decision, please submit your request or suggestion in writing at least 2 weeks before the next meeting. If you only want to verbally address the Board, without their making a decision at the meeting, your written input can be received up until the day before the board meeting. (Note: The Board may be unable to make decisions on items until they have done the proper research and had time to consider their findings.)

6. If you are unable to attend a Board meeting, you are always welcome to send your concerns in writing to the Board via the association's management company. Written requests can be sent via fax, mail or email. In order to ensure your concerns are appropriately conveyed, all concerns must be in writing and verbal requests will not be accepted.

Voting and Election Rules and Procedures
(Civil Code Section 5105)

1. **Introduction**. The Association will utilize the secret ballot process described herein for election and removal of directors, assessments that require a membership vote, amendments to the governing documents that require membership approval, prior to granting exclusive use of the common area where required by Civil Code Section 4600, and any other matters where the secret ballot process is required by law.

2. **Opportunity for Internal Dispute Resolution ("IDR")**. Any member disputing or challenging any aspect or application of these rules, including, without limitation, the member's qualifications to be nominated as a candidate for the Board, has the opportunity to engage in IDR with the Association pursuant the procedure provided at Civil Code Section 5915.

3. **Election of Directors and Membership Votes**. For election of directors, each lot has one vote for each seat on the Board up for election. Cumulative voting is not permitted. For other membership vote matters, each lot has one vote.

4. **Candidate Qualifications**

   a. Must be a Member. A candidate, at the time of nomination, must be a member of the Association to qualify as a candidate. If title to a separate-interest parcel is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person, in writing, to be a member for purposes of being a candidate for election to the Board.

   b. Fidelity bond coverage. The Association shall disqualify a nominee if that person discloses, or if the Association is aware or becomes aware of, a past criminal conviction that would either prevent the Association from purchasing the fidelity bond coverage required by Section 5806 should the person be elected or terminate the Association's existing fidelity bond coverage.

   c. Current in the payment of assessments. The Association shall disqualify a nominee for failure to be current in the payment of regular and special assessments. The Association also requires a director to be current in the payment of regular and special assessments. The Association may not disqualify a nominee for nonpayment of fines, fines renamed as assessments, collection charges, late charges or costs levied by a third party. The Association shall not disqualify a nominee for failure to be current in payment of regular and special assessments if any of the following circumstances are true:

      i. The nominee has paid the regular assessment or special assessment under protest pursuant to Section 5658;

      ii. The nominee has entered into a payment plan pursuant to Section 5665; or

      iii. The nominee has not been provided the opportunity to engage in internal dispute resolution pursuant to Article 2 (commencing with Section 5900) of Chapter 10 of the Davis-Stirling Act;

   d. Joint ownership. The Association shall disqualify a nominee if the person, if elected, would be serving on the Board at the same time as another person who holds a joint ownership

e. interest in the same separate interest parcel as the person and the other person is either properly nominated for the current election or an incumbent director;

5. **Nominations for Election to the Board**

a. The Association shall provide general notice of the procedure and deadline for submitting a nomination at least thirty (30) days before the deadline for submitting a nomination.

6. **Membership Meetings**

a. The Association will send or cause to be sent a meeting notice which will advise the members of times when registration begins and when the meeting will be called to order, as well as when the polls will open. The notice will also state the dates and times when the members and candidates may attend the meeting to witness the inspector(s)' registration, review, count and tabulation of ballots.

b. The Board may determine not to hold a membership meeting for votes on matters, except for removal or election of directors, and conduct the vote by the secret ballot process and have the secret ballots counted and tabulated at a regular duly noticed open Board meeting.

c. Directors must be elected by secret ballot and cannot be elected by voice vote, show of hands or other means.

7. **Association Election Materials**

a. Voter List. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used.

b. Candidate Registration List. A candidate registration list shall be prepared with names of candidates that will appear on the secret ballot.

c. The Association shall permit members to verify the accuracy of their individual information on the candidate registration list and voter list at least thirty (30) days before ballots are distributed. The Association or member shall report any error or omissions in either list to the inspector(s) of election who shall make any correction within two (2) business days.

d. The returned ballots from the members and other Association election materials at all times shall be in the custody of the inspector(s) or at a location designated by the inspector(s) for one (1) year after the tabulation of the votes, at which time custody shall be transferred to the Association.

8. **Inspector(s) of Election**

a. One (1) or three (3) independent third-party inspector(s) of elections ["Inspector(s)"] will be selected and appointed by the Board of Directors.

b. For purposes of this section, an independent third party includes, but is not limited to, a volunteer poll worker with the county registrar of voters, a licensee of the California Board of Accountancy, or a notary public. An independent third party may also be an Association

c. member, provided the member is not a director, a candidate for director or related to a director or a candidate. The Board may not select as an Inspector a person, business entity, or

d. subdivision of a business entity currently employed or under contract to the Association for any compensable services, other than serving as an Inspector. The Inspector(s) can be volunteers or be hired by the Association.

e. If an Inspector is unwilling or unable to perform his/her duties or becomes ineligible to be an Inspector, the Board may remove and replace that Inspector with another Inspector that meets the requirements set forth above.

f. Inspector(s)' duties:

i. Correct errors on the voter list and candidate registration list.

ii. At least thirty (30) days before an election, deliver to each member (or cause to be delivered) a ballot or ballots and a copy of these rules. Delivery of these rules maybe be accomplished by: posting these rules to an internet website and including the corresponding internet website address on the ballot, together with the phrase, in at least 12-point font, "The rules governing this election may be found here:"; or via individual delivery as specified at California Civil Code Section 4040.

iii. Determine number of memberships entitled to vote and the voting power of each.

iv. Determine the authenticity, validity, and effect of proxies, if any.

v. Receive secret ballots and proxies, if any.

vi. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.

vii. Count and tabulate all votes.

viii. Determine when the polls shall close.

ix. Determine the tabulated results of the election or vote.

x. Perform any acts as may be proper to conduct the election with fairness to all members, in accordance with California law and these rules.

xi. All duties must be performed in good faith, to the best of the Inspector(s)' ability, as expeditiously as practical, and in a manner that protects the interest of all members.

xii. Prior to the mailing of the secret ballots, the Inspector(s) will determine the location where the sealed secret ballots will be mailed or delivered.

xiii. The Inspector(s) of Elections shall also determine where the Inspector(s) will maintain custody of the secret ballots, signed voter envelopes, voter list, proxies, and candidate registration list before and after the count and tabulation of the vote by the Inspector(s).

g. The Inspector(s) may appoint and designate additional personnel to assist them in their duties, but the Inspector(s) will oversee and be responsible for all actions of such designees. Any

h. additional persons appointed to assist the Inspector(s) must meet the Inspector qualifications stated above.

i. If there are three (3) Inspectors, the decision to act or make a decision must be by a majority of the Inspectors and is effective, in all respects, as the decision of all.

j. A report of the Inspector(s) of the election shall be prepared for all votes and, once signed, to certify the results of the vote, count or election is prima facie evidence of the facts stated in the report.

9. **Secret Ballot Procedures**

a. At least thirty (30) days before the ballots are distributed, the Association shall provide general notice of the date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector(s); the date, time and location of the meeting where the ballots will be counted; and the list of candidates that will appear on the ballot.

b. At least thirty (30) days prior to the deadline for voting, the ballots will be mailed by first-class mail or delivered to every member along with two preaddressed envelopes and instructions on and deadlines for return of ballots.

c. The ballot will not identify the voter by name, address, parcel number or unit number. The ballot is not signed by the voter but is inserted into an inner envelope preaddressed to the Inspector(s) (Envelope #1). The voter then seals Envelope #1 and inserts

Envelope #1 into the outer mailing envelope (Envelope #2) preaddressed to the Inspector(s) which is then also sealed by the voter.

d. In the upper left-hand corner of Envelope #2, the voter prints and signs his or her name and prints the address of the separate interest that entitles him/her to vote.

e. An owner of multiple properties must submit a separate ballot in separate sealed envelopes (#1 and #2) for each property owned.

f. Ballots may be mailed to the selected address or delivered by hand to the location selected by the Inspector(s), which address shall normally be the management company office unless the Inspector(s) specifically designate a different address. Where a membership meeting is being held for purposes of conducting a vote pursuant to these rules, ballots may also be delivered to the Inspector(s) at the membership meeting prior to close of the polls.

g. The member may request a receipt for hand delivery of the sealed Envelope #2 to the location selected by the Inspector(s). Any member desiring a receipt for mail delivery should send the ballot by certified mail, return receipt requested, to the location selected by the Inspector(s). A member shall not receive a receipt for hand delivery of a ballot brought to a meeting.

h. Only the ballots and envelopes sent by the Association or Inspector or provided by the Association or Inspector will be accepted.

i. No member shall be denied a ballot for any reason other than not being a member at the time when ballots are distributed. A person with general power of attorney for a member shall not be denied a ballot. The ballot of a person with general power of attorney for a member shall be counted if returned in a timely manner.

j. Verification of information on the outside of Envelope #2 and registration of envelopes may be performed by the Inspector(s) or the Inspector(s)' designees under the Inspector(s)' supervision prior to the meeting or deadline for voting.

k. Registration will be conducted by the Inspector(s) or their designees and votes counted and tabulated by the Inspector(s) at a duly noticed membership or Board meeting in front of any members or candidates who may wish to witness the registration and opening and counting of the ballots or proxies.

l. A member wishing to vote in person at the membership meeting must present himself/herself to the Inspector(s) with identification acceptable to the Inspector(s) to show that he/she is an Association member. A person with general power of attorney for a member (which member has not already returned a ballot) seeking to vote in person on behalf of the member shall need to present the Inspector(s) with proof, deemed sufficient to the Inspector(s), of the individual's status as general power of attorney for the member.

m. A member that already submitted a ballot may attend a membership meeting but will not be given a new ballot to vote at the meeting.

n. If a ballot has not been previously received by the Inspector(s) for a particular property address, a member from that address in attendance at the membership meeting will be given a ballot along with two envelopes to mark and cast in secret at the membership meeting.

n. No person may open any envelopes or otherwise review any ballot prior to the time and place at which the envelopes are opened and the ballots are counted and tabulated by the Inspector(s). Any candidate or Association member may witness the counting and tabulation of the votes.

10. **Proxies**

a. The Inspector(s) shall determine the authenticity, validity and effect of proxies, if any. A proxy will be accepted if the Inspector(s) determines the proxy meets the requirements of the Bylaws and California Civil and Corporations Codes.

b. The proxy holder must be present in person at the membership meeting and shall cast the proxy giver's vote by ballot at the meeting unless the proxy is revoked by the proxy giver prior to the Inspector(s) receipt of the proxy giver’s ballot.

c. Any member who gives another member his or her proxy does so with the full understanding that the Association and Inspector(s) will not be responsible for ensuring that any proxy holder votes the proxy in accordance with the proxy giver's direction.

11. **Effect of Submitting Secret Ballot**

a. Once a ballot is received by the Inspector(s), that ballot cannot be changed, retrieved or revoked.

b. Once a member submits a ballot with regard to the member's separate interest, no other ballot or proxy may be submitted for that property. Should more than one ballot be submitted with regard to a particular separate interest, the ballot which was earliest received shall be counted for that property. If it cannot be determined which ballot was earliest received, no ballot will

be counted for that property except one ballot for quorum purposes only at the discretion of the Inspector(s).

12. **Determination of Quorum**. The Inspector(s) will determine whether quorum has been obtained based upon the count of the number of members voting by proxy or by a returned ballot. Upon determination that a quorum has been obtained, the Inspector(s) may close registration at the polls.

13. **Adjourned for Lack of Quorum/Recessed Meetings**

a. A membership meeting may be adjourned to a later date and/or time by the vote of the majority of members present in person or by proxy. Ballots received by the Inspector(s) in properly completed, sealed envelopes will be valid for adjourned membership meetings.

b. The Inspector(s) may request that any meeting be recessed to allow the Inspector(s) to complete the counting and tabulation of the ballots at another time. Notice of the recessed meeting will be given as may be required by law. The Inspector(s) will continue to maintain custody of the ballots until the counting and tabulation are complete.

14. **Consultation With Association Counsel**. The Inspector(s) will have the authority to confer with Association legal counsel in advance of or at the meeting. Legal counsel represents the Association and does not represent the members, candidates, Inspector(s), Board members, management or any other individual. By the adoption of these Election Rules, Association legal counsel has been authorized by the Board of Directors to provide advice to and to waive the attorney-client confidential communication privilege as determined necessary or prudent by the attorney to inform and advise the Inspector(s) regarding issues or matters related to the Inspector(s)' performance of their duties for the Association. The Inspector(s) may confer with Association legal counsel outside the presence of the members.

15. **Tabulation, Counting, Inspectors' Conduct, Etc.**

a. Once a quorum is determined present and balloting has been closed by the Inspector(s), the Inspector(s) may open the sealed envelopes and begin the count and tabulation at a duly noticed membership meeting or Board meeting.

b. Members and candidates may witness the counting and tabulation from a distance of at least five (5) feet from any Inspector.

c. The Inspector(s) are not required to provide members or candidates with information, answer questions, or engage in discussion.

d. Any witness or observer may be ejected or removed by the Inspector(s) for disruptive, noisy or rude behavior.

e. Inspectors shall make all determinations regarding ballots and vote counts, including deciding whether to count a ballot for quorum purposes only if the Inspector(s) find they cannot determine the voter's intent.

16. **After Tabulation**

a. The tabulated results of the election shall be promptly reported to the Board, shall be recorded in the minutes of the next meeting of the Board and shall be available for review by the

Association members. The Inspector(s) may also determine whether the tabulated results will be announced at the meeting.

b. Tie Votes: For election of directors, in the event of a tie vote, the Association will notice a special membership meeting and send out ballots to all members for a vote to break the tie. Said vote shall be conducted in accordance with the procedures herein, to the extent they are applicable to a run-off vote. No previously cast ballots will be used at the meeting to break the tie.

c. Within fifteen (15) days of the conclusion of the election/vote, the Board shall publicize the tabulated results of the election/vote in a communication directed to all the members.

d. If there is a recount or other challenge to the election process, the Inspector(s) shall, upon written request, make the ballots available for inspection and review by an Association member or the member's authorized representative. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote. However, the Association will not be responsible for redacting or protecting any information added to a ballot by a member.

e. The Inspector(s) may establish procedures for the review and recount by members.

17. **Access to Association Facilities and Communications/Use of Association Funds**

a. If any candidate or member advocating a point of view is provided access to any Association media, including newsletters, Internet websites, or other Association publications during any campaign, for purposes that are reasonably related to that election, then all candidates and members advocating a point of view shall be provided with equal access for purposes reasonably related to that election.

b. The Association shall not edit or redact the content from the communications of candidates and members advocating a point of view but may provide a statement specifying that the candidate or member, not the Association, is responsible for that content.

c. All candidates and members advocating a point of view shall have access to the common area meeting space, if any exists, for purposes reasonably related to the election or vote, at no charge.

POLICY AND PROCEDURES FOR COLLECTION OF DELINQUENT ASSESSMENTS, FEES, CHARGES AND COSTS

Prompt payment of Assessments by all Members is critical to the financial health of the Association, and to enhancement of the property values. Your Board of Directors takes very seriously its' obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code §5730 and payment plan standards consistent with Civil Code §5665:

POLICY: The Policy for Collection of Delinquent Assessments, Fees, Charges and Costs is as follows:

Assessments: Assessments subject to this Policy include the regular assessments as defined in the governing documents of the Association and any levied special assessments, other sums levied, or lienable monetary penalties.

Collection Fees and Costs: The costs of collection of delinquent assessments, including late charges and other costs, and reasonable attorney fees and costs, are included as a charge against a member's assessment account and are included in the amount of any lien recorded against the property and any recovery actions by the Association.

Delinquency: The term "delinquency" shall include any delinquent unpaid regular or special assessments, late charges, interest, and costs of collection incurred.

Foreclosure: A legal process which results in the sale of the property to satisfy the payment of assessments, fees and costs of collection owed on the account.

Partial Payments: If a partial payment is received which is less than the lienable unpaid balance owed on the member's account, including the collection charges, the Association may elect to accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all sums.

Payments: Payments received after a delinquent account is assigned to the Association's attorney for collection shall be forwarded by the Association directly to the attorney. If the partial payment is accepted, it shall be credited first to outstanding assessment balances on the member's account pursuant to Civil Code §5650 through §5740 and the remaining unpaid balance shall be subject to this Policy.

Payment Plans: The member may request a payment plan. This request must be made within **fifteen (15) days from the postmark date of the prelien notice**. The Board of Directors shall meet with/respond to the member within **forty-five (45) days from the postmark date of the member's request**. Payment plans may be approved at the sole discretion of the Board of Directors based upon the circumstances of each delinquent account. The member's account will be charged a $35.00 per month payment plan monitoring and administration fee until the payment plan is fulfilled. A payment plan request or approved payment plan will not impede the Board's ability to vote for or record a lien.

Personal Liability: All assessments, late charges, interest and costs of collection, including attorney fees, are the personal obligation of the member (Owner of the Property) at the time of the assessment or other sums are levied according to Civil Code §5650 through §5740.

Returned Check Charges: The bank charge (currently $35.00) shall be added to the account of any member whose check or other method of payment to the Association is returned dishonored by the member's bank or credit institution.

Statements: Monthly statements are a courtesy to the members and not an invoice for payment. Monthly statements may not reflect any or all collection costs incurred on a delinquent account, including attorney or trustee fees and costs which have been charged to the account.

Waiver of Charges: If a member's account becomes delinquent and the Association is required to incur certain charges due to the member's delinquency, the Association's policy is to not waive the delinquent member's payment of these charges. Other Association members should not have to pay for the collection charges incurred due to an individual member's delinquency.

PROCEDURE:

Due Date: Regular Monthly Assessments are due on the first (1st) day of each month. All other assessments levied are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received within fifteen (15) days after it is due. Late charges, costs of collection, attorney fees and costs are due upon the date incurred.

Delinquencies:

15 Days Past Due: The account becomes delinquent, and a **late charge** of Ten Dollars ($10.00) is charged to the delinquent member's account.

30 Days Past Due: Interest commences at the rate of twelve (12%) percent per annum on all regular and special assessments, late charges, and costs of collection (the "Delinquency") and will be charged to the member's account and appear on their Statement.

Sixty Days Past Due: A Prelien package and **"Notice of Intent to Lien"** letter is sent to the member(s) at the Association's mailing address of record by Certified Mail pursuant to Civil Code §5650 through §5740, informing them of their right to participate in dispute resolution under the association's "meet & confer" program and that the Association may record a lien against the member's property in the event full payment of lienable assessments is not received within **thirty (30) days** without additional notice. The delinquent member's account shall be charged $210.00 for issuance of the "Notice of Intent to Lien" letter plus $35.00 per owner(s) exceeding two.

Ninety Days Past Due: Upon Board approval, the Association shall proceed to have a "**Notice of Delinquent Assessment Lien"** prepared and recorded against the member's property on behalf of the Association. The delinquent member's account shall be charged $399, plus $35.00 per owner(s) exceeding two, the CA state recording fee of $75 and the CA state release fee of $75, for costs associated with the preparation and recording of the assessment lien. In addition, a copy of the "Notice of Delinquent Assessment Lien" shall be mailed to the delinquent member by Certified and

First-Class Mail.

Preforeclosure: Upon Board approval, the delinquent account is assigned to the Association's attorney to prepare an Intent to Foreclose letter to be sent to the delinquent member advising that the attorney shall initiate foreclosure upon the assessment lien unless full payment is received within fifteen (15) days. This letter shall also advise the delinquent member of their right to participate in dispute resolution under the association's "meet and confer" program or by alternative dispute resolution.

Foreclosure: If not paid at the expiration of the fifteen (15) day period, the attorney shall commence a non-judicial foreclosure of the assessment lien by recording a Notice of Default and serving it upon the delinquent member with a copy of the Board's decision to foreclose. The foreclosure shall be conducted pursuant to Civil Code §5700 through §5720 for the foreclosure of deeds of trust. No foreclosure sale shall take place until delinquent assessments exceed $1800.00, or the assessments are more than twelve months delinquent whichever comes first.

Other Collection Remedies: In lieu of proceeding with the foreclosure of the assessment lien, the Board may elect to proceed with a judicial suit for collection of the delinquency.

Address for The Association's address for overnight delivery shall be: Prime Association Services, 27290 Madison Ave., Suite 300, Temecula, California 92590.

STATUTORY NOTICE RE: ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars ($1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars ($1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Section 5720(b) (c) of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5605, 5660, and 5720 (a) (c) of the Civil Code)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 5620 and 5725 of the Civil Code)

The association must comply with the requirements of Section 5660 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5690 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 (a) of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 5 (commencing with Section 5925) of Chapter 7 of Title 6 of Division 2 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 2 (commencing with Section 5925) of Chapter 7 of Title 6 of Division 2 of the Civil Code, if requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 (b) of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a timeshare may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 5655 of the Civil Code)

The board of directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5655 of the Civil Code)

SEASONS AT GREEN VALLEY RANCH HOMEOWNERS ASSOCIATION

VEHICLE REGISTRATION FORM

Return to: Prime Association Services,
27290 Madison Ave, Suite 300, Temecula, CA 92590
info@theprimeas.com

Every Owner/occupant is required to register ALL vehicles with the Association. Any changes to Owner's vehicle(s) such as a new vehicle or a new license plate must be reported to the Association. Owners that rent their Separate Interest are responsible for notifying the Association of every occupant's vehicle information.

All Information below is required. Any missing items constitute incomplete forms and cannot be processed.

Name(s): _____
Cell Phone #: _____
Home Phone #: _____
Email Address: _____
Address: _____

Vehicle One
Vehicle Year: _____
Vehicle Make: _____
Vehicle Model: _____
Vehicle Color: _____
Vehicle License Plate #: _____

Vehicle Two
Vehicle Year: _____
Vehicle Make: _____
Vehicle Model: _____
Vehicle Color: _____
Vehicle License Plate #: _____

Vehicle Three
Vehicle Year: _____
Vehicle Make: _____
Vehicle Model: _____
Vehicle Color: _____
Vehicle License Plate #: _____

Vehicle Four
Vehicle Year: _____
Vehicle Make: _____
Vehicle Model: _____
Vehicle Color: _____
Vehicle License Plate #: _____

Exhibit A –
Plant Palette

Plant Palette: It is the intent of the Green Valley landscape plan to allow flexibility and diversity in planting design while defining an acceptable palette in order to reinforce the thematic identity of the project. A limited selection of plant materials used in simple compositions is encouraged. Planting designs should be compatible with, and complement, adjacent plantings and should reinforce and enhance the individual architecture and design of each site.

The materials identified on Table 2-11 have been selected for their contribution to the project theme, their adaptability to climatic and soil conditions, and with a concern for long-term cost effective maintenance. Street trees shall have a minimum container size of 15 gallons, and have trunks of at least 2 inches in diameter.

[Table 2-11 Green Valley Plant List]

Botanical Name	Common Name
Trees, Evergreen	
Acacia baileyana	Bailey Acacia
Albizia julibrissin	Silk Tree
Arbutus menziessii	Madrone
Brachychiton acerifolius	Australian Flame Tree
Brachychiton populneus	Bottle Tree
Casuarina stricta	Mountain She-Oak
Cedrus deodora	Deodar Cedar
Cinnamomum camphora	Camphor Tree
Cupressocyparis leylandii	Leylandii Cypress
Eucalyptus camaldulensis	Redgum
Eucalyptus leucoxylon 'Rosea'	White Ironbark
Eucalyptus rudis	Desert Gum
Eucalyptus sideroxylon	Red Ironbark
Ficus rubiginosa	Rusty-leaf Fig
Fraxinus uhdei	Evergreen Ash
Maytenus boaria	Mayten Tree
Nerium oleander	Oleander (standard)
Olea europaea 'Fruitless'	Fruitless Olive
Pinus canariensis	Canary Island Pine
Pinus halepensis	Allepo Pine
Pinus pinea	Italian Stone Pine
Podocarpus gracilor	Fern Pine
Prunus lyonii	Catalina Cherry
Pyrus kawakamii	Evergreen Pear
Quercus agrifolia	Coast Live Oak
Quercus engelmannii	Mesa Oak
Quercus ilex	Holly Oak
Rhus lancea	African Sumac
Schinus molle	California Pepper

Botanical Name	Common Name
Trees, Deciduous	
Alnus rhombifolia	White Alder
Bauhinia variegata	Purple Orchid Tree
Fraxinus velutina 'Modesto'	Modesto Ash
Gleditsia triacanthos	Honey Locust
Jacaranda acutifolia	Jacaranda
Koelreuteria bipinnata	Chinese Flame Tree
Lagerstoemia indica	Crape Myrtle
Liquidambar styraciflua	Sweet Gum
Liriodendron tulipifera	Tulip Tree
Platanus acerifolia	London Plane Tree
Platanus occidentalis	American Sycamore
Platanus racemosa	California Sycamore
Populus canescens	Poplar
Populus nigra 'italica'	Lombardy Poplar
Prunus cerasifera 'Thundercloud'	Purple-leaf Plum
Pyrus calleryana 'Aristocrat'	Ornamental Pear
Pyrus calleryana 'Bradford'	Ornamental Pear
Shrubs	
Abelia 'Edward Goucher'	Edward Goucher Abelia
Acacia ongerup	No common name
Acacia redolens	No common name
Arctostaphylos species	Manzanita
Cassia artemisiodes	Feathery Cassia
Ceanothus species	California Lilac
Cistus species	Rockrose
Cortaderia selloana	Pampas Grass
Cotoneaster species	Cotoneaster
Dendromecon harfordii	Island Bush Poppy
Dendromecon rigida	Bush Poppy
Eleagnus pungens	Silver Berry
Escallonia fradesii	No common name
Euonymus fortune	No common name
Euonymus japonica	Evergreen Euonymus
Feijoa sellowiana	Pineapple Guava
Ilex species	Holly
Juniperus species	Juniper
Lantana species	Lantana
Leptospermum scoparium	New Zealand Tea Tree
Pittosporum tobira 'Wheeler's Dwarf'	Wheeler's Dwarf Tobira
Plumbago capensis	Cape Plumbago
Podocarpus macrophyllus	Yew Pine
Prunus caroliniana	Carolina Laurel Cherry

Botanical Name	Common Name
Prunus ilicifolia	Hollyleaf Cherry
Pyracantba species	Firethorn
Raphiolepis indica 'Springtime'	Pink Indian Hawthorn
Rhus ovata	Sugar Bush
Ribes sanguinium	Pink Winter Currant
Ribes speciosum	Fuchsia-flowering Gooseberry
Romneya coulteri	Matilaja Poppy
Spirea bumalda 'Froebelii'	Froebeli Spirea
Tecomaria capnse	Cape Honeysuckle
Ternstroemia gymnanthera	Ternstroemia
Viburnum tinus 'Spring Bouquet'	Laurustinus
Xylosma congestum	Xylosma
Xylosma congestum 'Compacta'	Compact Xylosma
Sub-shrubs	
Acanthus mollis	Bear's Breech
Agapanthus africanus	Lily-of-the-Nile
Arctostphylos species	Manzanita
Ceanothus species	California Lilac
Clivia miniata	Kaffir Lily
Heleanthemum nummularium	Sunrose
Hemerocallis species	Day Lily
Iris douglasiana	Beardless Iris
Juniperus species	Juniper
Knipbofia uvaria	Red Hot Poker
Lavandula angustifolia	English Lavender
Liriope gigantea	Liriope
Lonicera japonica 'Halliana'	Hall's Honeysuckle
Mimulus cardinalis	Monkey Flower
Moraea bicolor	Fortnight Lily
Penstemon species	Beard Tongue
Trachelospermum jasminoides	Star Jasmine
Tulbagnia violancea	Society Garlic
Vines	
Bougainvillea spectabilis	Bouganvillea
Cissus antarctica	Kangaroo Treevine
Cissus hypoglauca	No common name
Clytostoma callistegioides	Violet Trumpet Vine
Doxantha unguis-cati	Cat's Claw Vine
Ficus pumila	Creeping Fig
Gelsemium sempervirens	Carolina Jasmine
Jasminum mesnyi	Primrose Jasmine
Jasminum polyanthum	No common name
Lonicera japonica	Japanese Honeysuckle

Botanical Name	Common Name
Parthenocissus tricuspidata	Boston Ivy
Passiflora jamesonii	Star Jasmine
Trachelospermum jasminoides	Star Jasmine
Wisteria floribunda	Japanese Wisteria
Groundcovers	
Ajuga repens	Carpet Bugle
Arctostaphylos 'Pacific Mist'	Manzanita
Baccharis pilularis 'Twin Peaks'	Coyote Bush
Campanula poscharskyana	Serbian Bellflower
Duchesnea indica	Indian Mock Strawberry
Gazania splendens 'Mitsuwa Yellow'	Gazania
Hedera helix	English Ivy
Hypericum calcycinum	Aaron's Beard
Juniperus species	Juniper
Lantana camara hybrids	Lantana
Lonicera japonica 'Halliana'	Japanese Honeysuckle
Myoporum parvifolium	Myoporum
Nandina domestica 'Harbour Dwarf'	Dwarf Heavenly Bamboo
Pelargonium pelatatum	Ivy Geranium
Potentilla species	Cinquefoil
Trachelospermum jasminoides	Star Jasmine
Santolina chamaecyparissus	Lavender Cotton
Vinca minor	Dwarf Periwinkle

Exhibit B –
Home Paint Color Schemes

[4]SEASONS AT GREEN VALLEY RANCH

Perris, California
RICHMOND AMERICAN HOMES
May 15, 2019 | 2018078

Exterior Color & Materials

SCHEME 6D

'A' ELEVATIONS ONLY, SPANISH

Material	Color	Manufacturer
Roofing: Concrete Low Profile Tile	[5]2530 Weathered Adobe	[1,6]Eagle
[5]**Vinyl Windows** *(factory finish)*	Tan	Champion or comparable
Gutters *(factory finish)*	Rustic Brown	RGS
Downspouts *(factory finish)*	Linen	RGS
Weathered Seal @ Garage Doors	Almond	Fehr Brothers
Stucco *([3]16/20 sand finish) 1/2 420* **Use Super Cement Fibered Scratch & Brown Coat**	Match Sherwin Williams SW 6385 Dover White	Omega
Trim Color #1 *(applied to):* Garage Doors, Secondary Doors, Stucco Trim	SW 6102 Portabello	Sherwin Williams
Trim Color #2 *(applied to):* Eaves, Fascia, Front Door, Wood Trim	SW 6083 Sable	Sherwin Williams
Accent Color *(applied to):* Shutters	SW 6062 Rugged Brown	Sherwin Williams
Prefab Pipes	SW 7705 Wheat Penny	Sherwin Williams
Decorative Metal	SW 7020 Black Fox	Sherwin Williams
6" x 6" Decorative Tiles	SD110-a (pattern tile at arch) 7581C (solid tile in recess & at arch)	Arto
Alternate 6"x 6" Decorative Tiles	MC R-15(b) (pattern tile at arch) Mp 37 (solid tile in recess & at arch)	Malibu Ceramic Works

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Karen Moyer (949) 250-0607.

REVISIONS:

Number	Date	Description
1	5/20/19	Manufacturer updates, roofing and stone, per client request.
2	7/23/19	Roofing profile revised per city comment.
3	9/4/19	Stucco finish updated. Stone revised per manufacturer change.
4	9/9/19	Project name update.
5	9/13/19	Vinyl window colors added.
6	11/7/19	Roofing manufacturer revised per client.
7	11/26/19	Stone manufacturer revised per client (revert to previous Coronado selections).

[4]SEASONS AT GREEN VALLEY RANCH

Perris, California
RICHMOND AMERICAN HOMES
May 15, 2019 | 2018078

Exterior Color & Materials

SCHEME 7D

'A' ELEVATIONS ONLY, SPANISH

Material	Color	Manufacturer
Roofing: Concrete Low Profile Tile	[6] 2605 San Benito Blend	[1,6] Eagle
[5] **Vinyl Windows** *(factory finish)*	Tan	Champion or comparable
Gutters *(factory finish)*	Rustic Brown	RGS
Downspouts *(factory finish)*	Linen	RGS
Weathered Seal @ Garage Doors	Almond	Fehr Brothers
Stucco *([3]16/20 sand finish) 1/2 433* **Use Super Cement Fibered Scratch & Brown Coat**	Match Sherwin Williams SW 7517 China Doll	Omega
Trim Color #1 *(applied to):* Garage Doors, Secondary Doors, Stucco Trim	SW 7031 Mega Greige	Sherwin Williams
Trim Color #2 *(applied to):* Eaves, Fascia, Front Door, Wood Trim	SW 7026 Griffin	Sherwin Williams
Accent Color *(applied to):* Shutters	SW 2848 Roycroft Pewter	Sherwin Williams
Prefab Pipes	SW 7705 Wheat Penny	Sherwin Williams
Decorative Metal	SW 7020 Black Fox	Sherwin Williams
6" x 6" Decorative Tile	SD111-B (pattern tile at arch) 478C (solid tile in recess & at arch)	Arto
Alternate 6"x 6" Decorative Tile	MC 1-159(b) (pattern tile at arch) Mp 32 (solid tile in recess & at arch)	Malibu Ceramic Works

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REVISIONS:

Number	Date	Description
1	5/20/19	Manufacturer updates, roofing and stone, per client request.
2	7/23/19	Roofing profile revised per city comment.
3	9/4/19	Stucco finish updated. Stone revised per manufacturer change.
4	9/9/19	Project name update.
5	9/13/19	Vinyl window colors added.
6	11/7/19	Roofing manufacturer revised per client.
7	11/26/19	Stone manufacturer revised per client (revert to previous Coronado selections).

[4]SEASONS AT GREEN VALLEY RANCH

Perris, California
RICHMOND AMERICAN HOMES
May 15, 2019 | 2018078

Exterior Color & Materials

SCHEME 8D

'A' ELEVATIONS ONLY, SPANISH

Material	Color	Manufacturer
Roofing: Concrete Low Profile Tile	[8]2636 Piedmont Blend	[1,3] Eagle
[5] **Vinyl Windows** *(factory finish)*	Tan	Champion or comparable
Gutters *(factory finish)*	Rustic Brown	RGS
Downspouts *(factory finish)*	Linen	RGS
Weathered Seal @ Garage Doors	Almond	Fehr Brothers
Stucco *([7]16/20 sand finish) 7/8 A 872* **Use Super Cement Fibered Scratch & Brown Coat**	Match Sherwin Williams SW 7012 Creamy	Omega
Trim Color #1 *(applied to):* Garage Doors, Secondary Doors, Stucco Trim	SW 7532 Urban Putty	Sherwin Williams
Trim Color #2 *(applied to):* Eaves, Fascia, Front Door, Wood Trim	SW 6068 Brevity Brown	Sherwin Williams
Accent Color *(applied to):* Shutters	SW 6076 Turkish Coffee	Sherwin Williams
Prefab Pipes	SW 6061 Tanbark	Sherwin Williams
Decorative Metal	SW 7020 Black Fox	Sherwin Williams
6" x 6" Decorative Tile	SD106-c (pattern tile at arch) 7581U (solid tile in recess & at arch)	Arto
Alternate 6"x 6" Decorative Tile	MC 1-136(b) (pattern tile at arch) Mp 31 (solid tile in recess & at arch)	Malibu Ceramic Works

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REVISIONS:

Number	Date	Description
1	5/20/19	Manufacturer updates, roofing and stone, per client request.
2	7/23/19	Roofing profile revised per city comment.
3	9/4/19	Stucco finish updated. Stone revised per manufacturer change.
4	9/9/19	Project name update.
5	9/13/19	Vinyl window colors added.
6	11/7/19	Roofing manufacturer revised per client.
7	11/26/19	Stone manufacturer revised per client (revert to previous Coronado selections).

[4]SEASONS AT GREEN VALLEY RANCH

Perris, California
RICHMOND AMERICAN HOMES
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Exterior Color & Materials

SCHEME 4B

'B' ELEVATIONS ONLY, WINE COUNTRY

Material	Color	Manufacturer
Roofing: Concrete Shake Tile	[5]5687 Brown Gray Range	[1,6]Eagle
[6]**Metal Bird Stop @ 'S' Tile** *(factory finish)*	Black	Eagle
[5]**Vinyl Windows** *(factory finish)*	Tan	Champion or comparable
Gutters *(factory finish)*	Ivory	RGS
Downspouts *(factory finish)*	Wood Beige	RGS
Weather Seal @ Garage Doors	Almond	Fehr Brothers
Manufactured Stone *(standard raked joints)*	[3, 7]Tuscan Villa - Emilia	[3, 7]Coronado
Mortar @ Stone	Caramel	Orco
Stucco *([3]16/20 sand finish) 3 1/4 1037* **Use Super Cement Fibered Scratch & Brown Coat**	Match Sherwin Williams SW 9092 Iced Mocha	Omega
Trim Color #1 *(applied to):* Eaves, Fascia, Stucco Trim, Wood Trim	SW 7719 Fresco Cream	Sherwin Williams
Trim Color #2 *(applied to):* Garage Doors, Secondary Doors	SW 6097 Sturdy Brown	Sherwin Williams
Accent Color *(applied to):* Front Door, Shutters	SW 6069 French Roast	Sherwin Williams

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REVISIONS:

Number	Date	Description
1	5/20/19	Manufacturer updates, roofing and stone, per client request.
2	7/23/19	Roofing profile revised per city comment.
3	9/4/19	Stucco finish updated. Stone revised per manufacturer change.
4	9/9/19	Project name update.
5	9/13/19	Vinyl window colors added.
6	11/7/19	Roofing manufacturer revised per client.
7	11/26/19	Stone manufacturer revised per client (revert to previous Coronado selections).

[4]SEASONS AT GREEN VALLEY RANCH

Perris, California
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Exterior Color & Materials

SCHEME 5B

'B' ELEVATIONS ONLY, WINE COUNTRY

Material	Color	Manufacturer
Roofing: Concrete Shake Tile	[5]5634 Kings Canyon Blend	[1,5]Eagle
[5]**Metal Bird Stop @ 'S' Tile** *(factory finish)*	Black	Eagle
[5]**Vinyl Windows** *(factory finish)*	Tan	Champion or comparable
Gutters *(factory finish)*	Champagne	RGS
Downspouts *(factory finish)*	Terratone	RGS
Weather Seal @ Garage Doors	Almond	Fehr Brothers
Manufactured Stone *(standard raked joints)*	[3,7]Italian Villa - New Castle	[3,7]Coronado
Mortar @ Stone	Light Khaki	Orco
Stucco *([2]16/20 sand finish) 3 5/8 A 409* **Use Super Cement Fibered Scratch & Brown Coat**	Match Sherwin Williams SW 7514 Foothills	Omega
Trim Color #1 *(applied to):* Eaves, Fascia, Stucco Trim, Wood Trim	SW 7030 Anew Gray	Sherwin Williams
Trim Color #2 *(applied to):* Garage Doors, Secondary Doors	SW 7505 Manor House	Sherwin Williams
Accent Color *(applied to):* Front Door, Shutters	SW 7675 Sealskin	Sherwin Williams

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REVISIONS:

Number	Date	Description
1	5/20/19	Manufacturer updates, roofing and stone, per client request.
2	7/23/19	Roofing profile revised per city comment.
3	9/4/19	Stucco finish updated. Stone revised per manufacturer change.
4	9/9/19	Project name update.
5	9/13/19	Vinyl window colors added.
6	11/7/19	Roofing manufacturer revised per client.
7	11/25/19	Stone manufacturer revised per client (revert to previous Coronado selections).

[4]SEASONS AT GREEN VALLEY RANCH

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Exterior Color & Materials

SCHEME 9B

'B' ELEVATIONS ONLY, WINE COUNTRY

Material	Color	Manufacturer
Roofing: Concrete Shake Tile	[6]5502 Arcadia Canyon Blend	[1,6]Eagle
[6]**Metal Bird Stop @ 'S' Tile** *(factory finish)*	Black	Eagle
[3]**Vinyl Windows** *(factory finish)*	Tan	Champion or comparable
Gutters *(factory finish)*	Low Gloss White	RGS
Downspouts *(factory finish)*	Pebblestone Clay	RGS
Weather Seal @ Garage Doors	Almond	Fehr Brothers
Manufactured Stone *(standard raked joints)*	[3,7]Italian Villa - Aspen	[3,7]Coronado
Mortar @ Stone	Light Khaki	Orco
Stucco *([2]16/20 sand finish) 3/8 A 656* **Use Super Cement Fibered Scratch & Brown Coat**	Match Sherwin Williams SW 7504 Keystone Gray	Omega
Trim Color #1 *(applied to):* Eaves, Fascia, Stucco Trim, Wood Trim	SW 7029 Agreeable Gray	Sherwin Williams
Trim Color #2 *(applied to):* Garage Doors, Secondary Doors	SW 7026 Griffin	Sherwin Williams
Accent Color *(applied to):* Front Door, Shutters	SW 7675 Sealskin	Sherwin Williams

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REVISIONS:

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1	5/20/19	Manufacturer updates, roofing and stone, per client request.
2	7/23/19	Roofing profile revised per city comment.
3	9/4/19	Stucco finish updated. Stone revised per manufacturer change.
4	9/9/19	Project name update.
5	9/13/19	Vinyl window colors added.
6	11/7/19	Roofing manufacturer revised per client.
7	11/26/19	Stone manufacturer revised per client (revert to previous Coronado selections).

[4]SEASONS AT GREEN VALLEY RANCH

Perris, California
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Exterior Color & Materials

SCHEME 1A

'C' ELEVATIONS ONLY, CRAFTSMAN

Material	Color	Manufacturer
Roofing: Concrete Shake Tile	[5]5634 Kings Canyon Blend	[5,6] Eagle
[5] **Vinyl Windows** *(factory finish)*	White	Champion or comparable
Gutters & Downspouts *(factory finish)*	Terratone	RGS
Weather Seal @ Garage Doors	Almond	Fehr Brothers
Manufactured Stone *(standard raked joints)*	[3,7] Italian Villa - Grove	[3,7] Coronado
Mortar @ Stone	Light Khaki	Orco
Stucco *([3]16/20 sand finish) 1 1/4 A 802* **Use Super Cement Fibered Scratch & Brown Coat**	Match Sherwin Williams SW 7031 Mega Greige	Omega
Trim Color #1 *(applied to):* Stucco Trim	SW 7028 Incredible White	Sherwin Williams
Trim Color #2 *(applied to):* Eaves, Fascia, Garage Doors, Secondary Doors, Wood Trim	SW 7645 Thunder Gray	Sherwin Williams
Trim Color #3 *(applied to):* Gable Siding	SW 7032 Warm Stone	Sherwin Williams
Accent Color *(applied to):* Front Door, Shutters	SW 7069 Iron Ore	Sherwin Williams

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REVISIONS:

Number	Date	Description
1	5/20/19	Manufacturer updates, roofing and stone, per client request.
2	7/23/19	Roofing profile revised per city comment.
3	9/4/19	Stucco finish updated. Stone revised per manufacturer change.
4	9/9/19	Project name update.
5	9/13/19	Vinyl window colors added.
6	11/7/19	Roofing manufacturer revised per client.
7	11/26/19	Stone manufacturer revised per client (revert to previous Coronado selections).

[4]SEASONS AT GREEN VALLEY RANCH

Perris, California
RICHMOND AMERICAN HOMES
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Exterior Color & Materials

SCHEME 2A

'C' ELEVATIONS ONLY, CRAFTSMAN

Material	Color	Manufacturer
Roofing: Concrete Shake Tile	[3]5502 Arcadia	[1,3] Eagle
[5] **Vinyl Windows** *(factory finish)*	Tan	Champion or comparable
Gutters *(factory finish)*	Royal Brown	RGS
Downspouts *(factory finish)*	Ivory	RGS
Weather Seal @ Garage Doors	Almond	Fehr Brothers
Manufactured Stone *(standard raked joints)*	[3,7] Tuscan Villa - Saint Anthony	[3,7] Coronado
Mortar @ Stone	Latte	Orco
Stucco *([3]16/20 sand finish) 5/8 421* **Use Super Cement Fibered Scratch & Brown Coat**	Match Sherwin Williams SW 9096 Beige Intenso	Omega
Trim Color #1 *(applied to):* Stucco Trim	SW 7526 Maison Blanche	Sherwin Williams
Trim Color #2 *(applied to):* Eaves, Fascia, Garage Doors, Secondary Doors, Wood Trim	SW 7520 Plantation Shutters	Sherwin Williams
Trim Color #3 *(applied to):* Gable Siding	SW 6102 Portabello	Sherwin Williams
Accent Color *(applied to):* Front Door, Shutters	SW 7594 Carriage Door	Sherwin Williams

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REVISIONS:

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1	5/20/19	Manufacturer updates, roofing and stone, per client request.
2	7/23/19	Roofing profile revised per city comment.
3	9/4/19	Stucco finish updated. Stone revised per manufacturer change.
4	9/9/19	Project name update.
5	9/13/19	Vinyl window colors added.
6	11/7/19	Roofing manufacturer revised per client.
7	11/26/19	Stone manufacturer revised per client (revert to previous Coronado selections).

[4]SEASONS AT GREEN VALLEY RANCH

Perris, California
RICHMOND AMERICAN HOMES
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Exterior Color & Materials

SCHEME 11A

'C' ELEVATIONS ONLY, CRAFTSMAN

Material	Color	Manufacturer
Roofing: Concrete Shake Tile	[4] SCP 8802 Nantucket	[1,5] Eagle
[6] **Vinyl Windows** *(factory finish)*	White	Champion or comparable
Gutters *(factory finish)*	Satin	RGS
Downspouts *(factory finish)*	Champagne	RGS
Weather Seal @ Garage Doors	Almond	Fehr Brothers
Manufactured Stone *(standard raked joints)*	[3, 7] Appalachian Fieldstone - Terra Bella	[3, 7] Coronado
Mortar @ Stone	Khaki	Orco
Stucco *([2]16/20 sand finish) 3/8 404* **Use Super Cement Fibered Scratch & Brown Coat**	Match Sherwin Williams SW 7506 Loggia	Omega
Trim Color #1 *(applied to):* Fascia, Garage Dors, Stucco Trim, Wood Trim	SW 7035 Aesthetic White	Sherwin Williams
Trim Color #2 *(applied to):* Gable Siding	SW 7039 Virtual Taupe	Sherwin Williams
Accent Color *(applied to):* Front Door, Shutters	SW 7622 Homburg Gray	Sherwin Williams

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1	5/20/19	Manufacturer updates, roofing and stone, per client request.
2	7/23/19	Roofing profile revised per city comment.
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4	9/9/19	Project name update.
5	9/13/19	Vinyl window colors added.
6	11/7/19	Roofing manufacturer revised per client.
7	11/26/19	Stone manufacturer revised per client (revert to previous Coronado selections).

[4]SEASONS AT GREEN VALLEY RANCH

Perris, California
RICHMOND AMERICAN HOMES
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Exterior Color & Materials

SCHEME 4E

'D' ELEVATIONS ONLY, CALIFORNIA PRAIRIE

Material	Color	Manufacturer
Roofing: Concrete [2]Shake Tile	[2,5] 5699 Charcoal Range	[1,5] Eagle
[3] **Vinyl Windows** *(factory finish)*	Tan	Champion or comparable
Gutters *(factory finish)*	Adobe Tan	RGS
Downspouts *(factory finish)*	Clay	RGS
Weather Seal @ Garage Doors	Almond	Fehr Brothers
Brick *(standard raked joints)*	Mosswood	Boral
Alternate Brick *(standard raked joints)*	Urbana	Coronado
Mortar @ Brick	Khaki	Orco
Stucco *([3]16/20 sand finish)* 411 **Use Super Cement Fibered Scratch & Brown Coat**	Match Sherwin Williams SW 2855 Sycamore Tan	Omega
Trim Color *(applied to):* Eaves Fascia Garage Doors Secondary Doors Stucco Trim Wood Trim	SW 7532 Urban Putty	Sherwin Williams
Accent Color *(applied to):* Front Door	SW 7674 Peppercorn	Sherwin Williams

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2	7/23/19	Roofing profile revised per city comment.
3	9/4/19	Stucco finish updated. Stone revised per manufacturer change.
4	9/9/19	Project name update.
5	9/13/19	Vinyl window colors added.
6	11/7/19	Roofing manufacturer revised per client.
7	11/26/19	Stone manufacturer revised per client (revert to previous Coronado selections).

[4]SEASONS AT GREEN VALLEY RANCH

Perris, California
RICHMOND AMERICAN HOMES
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Exterior Color & Materials

SCHEME 5E

'D' ELEVATIONS ONLY, CALIFORNIA PRAIRIE

Material	Color	Manufacturer
Roofing: Concrete [3]Shake Tile	[2,5]5689 Brown Range	[1,5]Eagle
[5]**Vinyl Windows** *(factory finish)*	Tan	Champion or comparable
Gutters *(factory finish)*	Light Pecan	RGS
Downspouts *(factory finish)*	Wood Beige	RGS
Weather Seal @ Garage Doors	Almond	Fehr Brothers
Brick *(standard raked joints)*	Chardel Blend	H.C. Muddox
Alternate Brick *(standard raked joints)*	Brownfield	Coronado
Mortar @ Brick	Caramel	Orco
Stucco *([3]16/20 sand finish) 3/4 A690* **Use Super Cement Fibered Scratch & Brown Coat**	Match Sherwin Williams SW 7521 Dormer Brown	Omega
Trim Color *(applied to):* Eaves, Fascia, Garage Doors, Secondary Doors, Stucco Trim, Wood Trim	SW 7575 Chop Sticks	Sherwin Williams
Accent Color *(applied to):* Front Door	SW 7630 Raisin	Sherwin Williams

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4	9/9/19	Project name update.
5	9/13/19	Vinyl window colors added.
6	11/7/19	Roofing manufacturer revised per client.
7	11/26/19	Stone manufacturer revised per client (revert to previous Coronado selections).

[4]SEASONS AT GREEN VALLEY RANCH

Perris, California
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Exterior Color & Materials

SCHEME 6E

'D' ELEVATIONS ONLY, CALIFORNIA PRAIRIE

Material	Color	Manufacturer
Roofing: Concrete [2]Shake Tile	[2,6]5690 Pewter Bronze Blend	[1,6]Eagle
[5]**Vinyl Windows** *(factory finish)*	Tan	Champion or comparable
Gutters *(factory finish)*	Light Pecan	RGS
Downspouts *(factory finish)*	Adobe Tan	RGS
Weather Seal @ Garage Doors	Almond	Fehr Brothers
Brick *(standard raked joints)*	Alamo	Boral
Alternate Brick *(standard raked joints)*	Old Fredericksburg	Coronado
Mortar @ Brick	Caramel	Orco
Stucco *([3]16/20 sand finish) 1 1/4 A 810* **Use Super Cement Fibered Scratch & Brown Coat**	Match Sherwin Williams SW 6143 Basket Beige	Omega
Trim Color *(applied to):* Eaves, Fascia, Garage Doors, Secondary Doors, Stucco Trim, Wood Trim	SW 7526 Maison Blanche	Sherwin Williams
Accent Color *(applied to):* Front Door	SW 7034 Status Bronze	Sherwin Williams

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2	7/23/19	Roofing profile revised per city comment.
3	9/4/19	Stucco finish updated. Stone revised per manufacturer change.
4	9/9/19	Project name update.
5	9/13/19	Vinyl window colors added.
6	11/7/19	Roofing manufacturer revised per client.
7	11/26/19	Stone manufacturer revised per client (revert to previous Coronado selections).