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Pulte Home Corporation
27101 Puerta Real, Suite 300
Mission Viejo, CA 92691

ORDER NO. 1317323-07

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AGREEMENT

(Title of Document)

RECORDING REQUESTED BY:

Recording Requested By:
First American Title Company
National Homebuilder Services
Subdivision Department

WHEN RECORDED MAIL TO:

PULTE HOME CORPORATION
27101 Puerta Real, Suite 300
Mission Viejo, CA 92691

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1317323-7

EASEMENT, MAINTENANCE AND COST SHARING AGREEMENT

This EASEMENT, MAINTENANCE AND COST SHARING AGREEMENT ("Agreement") is made and entered into by and between Pulte Home Corporation, a Michigan corporation ("Pulte"), the Solera at Apple Valley Community Association, dba Sun City Apple Valley Community Association, a California nonprofit mutual benefit corporation ("SCAVCA") and the Jess Ranch Master Association, a California nonprofit mutual benefit corporation ("JRMA"), as of 9/10/2015, 2015, with reference to the facts set forth below

RECITALS

All terms not otherwise defined in the Recitals shall have the meaning set forth in **Article 1**.

A. JRMA is a homeowners association responsible for the management and control of certain real property situated in the Town of Apple Valley ("City"), County of San Bernardino ("County"), State of California, more particularly described on **Exhibit "A"*** attached hereto and incorporated herein ("**JRMA Property**"). The JRMA Property is completely built out and there are 822 total residential units existing within the JRMA Property ("**Jess Ranch**").

B. SCAVCA is a homeowners association responsible for the management and control of certain real property situated in the City and more particularly described on **Exhibit "B"*** attached hereto and incorporated herein ("**SCAVCA Property**"). The SCAVCA Property is located adjacent to the JRMA Property and currently consists of 1,271 residential lots with a buildout plan of 1,677 residential lots ("**SCAVCA Project**").

C. The SCAVCA Project is still under development by Pulte. If developed as planned, Pulte will construct approximately 406 residential units on that certain real property situated in the City and more particularly described on **Exhibit "C"*** attached hereto and incorporated herein ("**Tract 18917 Property**") which is planned to be annexed to the SCAVCA Project. If the Tract 18917 Property is annexed into the SCAVCA Project, it is anticipated that the SCAVCA Project will have a total of approximately 1,677 total residential lots, inclusive of the residential lots planned to be constructed on the Tract 18917 Property.

D. The segment of Jess Ranch Parkway between Town Center Drive and the southeastern extent of Jess Ranch located westerly of Old Apple Valley Road (“**Jess Ranch Parkway**”), as depicted on **Exhibit “D”** attached hereto, provides access to Jess Ranch and alternate access to the SCAVCA Project. JRMA owns or will acquire ownership of the east half of the segment of Jess Ranch Parkway located between Palo Verde Drive and Lakeshore Drive, as described and depicted on **Exhibit “E-1”** attached hereto and Pulte owns the west half of Jess Ranch Parkway located between Town Center Drive and Lakeshore Drive, as depicted on **Exhibit “D”** attached hereto (collectively, the “**Fee Segment of Jess Ranch Parkway**”). It is the intent of the Parties to ultimately convey the east half of the Fee Segment of Jess Ranch Parkway first to Pulte, and once improved and subdivided as appropriate, Pulte will transfer the entire Fee Segment of Jess Ranch Parkway to SCAVCA.

E. The segment of Jess Ranch Parkway located (i) between Town Center and Palo Verde and (ii) between Lakeshore Drive and the southeastern extent of Jess Ranch located westerly of Old Apple Valley Road is owned by JRMA (“**Easement Segment of Jess Ranch Parkway**”), as described and depicted on **Exhibit “E-2”** attached hereto, but is not a separately conveyable lot that can be conveyed to Pulte or SCAVCA. JRMA will grant Pulte and SCAVCA an easement over the Easement Segment of Jess Ranch Parkway for purposes of access and maintenance, as set forth below.

F. JRMA owns and operates an access gate located on Jess Ranch Parkway, near its intersection with Old Apple Valley Road (“**East Gate**”). The East Gate primarily serves the JRMA Property, but may be periodically used by the current residents of the SCAVCA Project and the future residents of the Tract 18917 Property. Pulte has agreed to maintain the East Gate, but not the gate house associated with the East Gate as set forth herein.

G. At the entrance to Jess Ranch near the intersection of Jess Ranch Parkway and Town Center Drive, there is currently an access gate and gatehouse located on Jess Ranch Parkway in the location generally depicted on **Exhibit “D”** attached hereto and incorporated herein (“**Gatehouse**”). The Gatehouse regulates access to Jess Ranch and also provides an alternate access to the future residents of the Tract 18917 Property. The parties estimate that approximately 416 residential units within the SCAVCA Project also currently utilize the Gatehouse.

H. Pulte intends to improve the Gatehouse and supporting facilities as part of its development of the Tract 18917 Property at such time as the east half of Jess Ranch Parkway has been conveyed to Pulte.

I. JRMA has agreed to facilitate the transfer of fee title to east half of the Fee Segment of Jess Ranch Parkway to Pulte and to grant an easement over the Easement Segment of Jess Ranch Parkway to Pulte, and Pulte has agreed to maintain Jess Ranch Parkway until such as such responsibility is transferred to SCAVCA as set forth herein.

J. On December 2, 2005, Jess Ranch Development Company (“**JRDC**”) and Pulte entered into a Joint Easement Agreement which recorded December 21, 2005, Instrument No. 0966259, Official Records San Bernardino County (“**JEA**”), wherein JRDC granted to Pulte certain easements and rights with respect to the Gatehouse and other areas covered by the JEA and the parties, and their successors and assigns, agreed in the JEA to cooperate with each other, executing

such additional agreements and documents, including, but not limited to, reimbursement agreements to insure that all residents of the real property covered by the JEA pay their prorata share of ongoing maintenance costs. The parties desire to memorialize some of those rights and obligations set forth in the JEA as more particularly set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JRMA, SCAVCA and Pulte agree as set forth below.

ARTICLE 1 DEFINITIONS

Except as the context otherwise requires, the following terms shall have the meanings given them below.

1.1 "Agreement" means this Easement, Maintenance and Cost Sharing Agreement, as it may from time to time be amended.

1.2 "Allocable Share" means the JRMA Allocable Share and the SCAVCA Allocable Share.

1.3 "BRE" means the California Bureau of Real Estate.

1.4 "Default Interest Rate" means the lesser of (a) five percent (5%) per annum in excess of the "Prime Rate," or (b) the highest rate allowed by law. The "Prime Rate" shall be the rate announced as such from time to time by Bank of America or its successor. If there shall be no such announced rate of such bank or its successor, then the "Prime Rate" shall be such equivalent rate as is charged from time to time by major money-center banks.

1.5 "Easement Segment of Jess Ranch Parkway" means the segment of Jess Ranch Parkway located (i) between Town Center and Palo Verde and (ii) between Lakeshore Drive and the southeastern extent of Jess Ranch located westerly of Old Apple Valley Road. The Easement Segment of Jess Ranch Parkway is depicted and described on **Exhibit "E-2"*** attached hereto and incorporated herein.

1.6 "East Gate" means the ingress and egress gate located on the Easement Segment of Jess Ranch Parkway, near its intersection with Old Apple Valley Road, as depicted on **Exhibit "D"***.

1.7 "Effective Date" means the date this Agreement is recorded in the Official Records of the County of San Bernardino.

1.8 "Emergency" means any situation, condition or event which threatens substantial imminent damage or injury to person or property.

1.9 "Fee Segment of Jess Ranch Parkway" means the (i) western portion of the segment of Jess Ranch Parkway located between Town Center Drive and Lakeshore Drive and (ii) the eastern portion of the segment of Jess Ranch Parkway between Palo Verde and Lakeshore Drive, which will ultimately be owned by SCAVCA pursuant to the terms of this Agreement. The

Fee Segment of Jess Ranch Parkway is depicted and described on **Exhibit "E-1"**^X attached hereto and incorporated herein.

1.10 "Gatehouse" means the facility supporting the access gate located on Jess Ranch Parkway, near its intersection with Town Center Drive, as depicted on **Exhibit "D"**^X and the associated access gate, utilities, surrounding landscaping and related improvements.

1.11 "Gatehouse Improvements" refers to the improvements to the Gatehouse which Pulte may install or construct as generally described in **Article 3**.

1.12 "Gatehouse Property" means the real property on which the Gatehouse and related facilities exist, as depicted on **Exhibit "D"**^X attached hereto and incorporated herein.

1.13 "Improved Gatehouse" means the Gatehouse following completion of the Gatehouse Improvements.

1.14 "Installment" means each installment of Shared Expenses payable by JRMA pursuant to this Agreement.

1.15 "JEA" means the Joint Easement Agreement entered into by JRDC and Pulte.

1.16 "Jess Ranch Parkway" means collectively, the Fee Segment of Jess Ranch Parkway and the Easement Segment of Jess Ranch Parkway, which is the portion of Jess Ranch Parkway located between Town Center Drive and Old Apple Valley Road. Jess Ranch Parkway is generally illustrated on **Exhibit "E"**^X and includes any related curb, gutter, utility and storm water facilities.

1.17 "JRMA Allocable Share" means the portion of the Shared Expenses allocated to the JRMA Property, which allocable share shall be fifty percent (50%). The JRMA Allocable Share is based upon the assumption that (a) 822 JRMA Owners will make regular use the Shared Facilities and that (b) 822 SCAVCA Owners will ultimately make regular use of the Shared Facilities ((i) 416 SCAVCA Existing Users plus (ii) 406 of the future Tract 18917 Property Owners). However, JRMA's Allocable Share shall never exceed fifty percent (50.0%) for any particular Shared Facility, regardless of the status of development of the Tract 18917 Property, and JRMA's cost sharing obligation shall commence once all improvements listed in Articles 3.1 and 3.2 have been completed.

1.18 "Landscaped Median" means the landscaped median within Jess Ranch Parkway.

1.19 "Occupant" means a person that is entitled to occupy from time to time all or a portion of a lot or unit within the Properties, whether pursuant to ownership, lease, sublease, license, concession or other similar agreement.

1.20 "Owner" or "Owners" means each person and entity that, alone or collectively, is the record owner of all or any portion of the JRMA Property, the SCAVCA Property or the Tract 18917 Property, but excluding those having any such interest merely as security for the performance of an obligation.

^X Attached hereto and made part hereof

1.21 "Party" or "Parties" means individually or collectively, as the context requires, JRMA, SCAVCA and Pulte.

1.22 "Permitted User" means an Owner and its Occupants, and their respective contractors, subcontractors, employees, licensees, and prospective purchasers.

1.23 "Pulte" means Pulte Home Corporation, a Michigan corporation, but upon transfer of the maintenance obligations for any Shared Facilities from Pulte to SCAVCA shall mean SCAVCA.

1.24 "Project" or "Projects" means, individually or collectively, as the context requires, Jess Ranch, the SCAVCA Project and the Tract 18917 Property.

1.25 "Properties" means, individually or collectively, as the context requires, the JRMA Property, the SCAVCA Property and the Tract 18917 Property.

1.26 "Shared Expenses" means the costs of operating, maintaining, repairing, replacing and insuring the Shared Facilities and any reserves required to be maintained by Pulte and/or SCAVCA for the Shared Facilities. Shared Expenses shall include, without limitation, the cost categories listed on Exhibit "F" attached hereto and incorporated herein and illustrated in the sample budget contained therein.

1.27 "Shared Facilities" means the Improved Gatehouse, Jess Ranch Parkway, the Landscaped Median and the East Gate.

1.28 "SCAVCA Allocable Share" means the portion of the Shared Expenses allocated to SCAVCA, which allocable share shall be fifty percent (50%). The SCAVCA Allocable Share is based upon the assumption that (a) 822 SCAVCA Owners will ultimately make regular use of the Shared Facilities ((i) 416 SCAVCA Existing Users plus (ii) 406 of the future Tract 18917 Property Owners) and (b) 822 JRMA Owners will make regular use the Shared Facilities.

1.29 "SCAVCA Users" means the approximately Four Hundred Sixteen (416) residences within the SCAVCA Property that the Parties estimate are currently using the Gatehouse and Jess Ranch Parkway.

ARTICLE 2 EASEMENTS AND RELATED CONVEYANCES

2.1 **Conveyance of Fee Segment of Jess Ranch Parkway.** Within 60 days of the Effective Date and as a condition precedent to Pulte's obligations under this Agreement, JRMA shall convey or cause to be conveyed to Pulte fee title to the east half of the Fee Segment of Jess Ranch Parkway. Such conveyance of the east half of the Fee Segment of Jess Ranch Parkway shall be free and clear of any liens and otherwise satisfactory to Pulte.

2.2 **Easement to JRMA and SCAVCA over Fee Segment of Jess Ranch Parkway.** Effective upon the later of the Effective Date or the date that Pulte obtains fee title ownership to all of the Fee Segment of Jess Ranch Parkway, Pulte hereby grants to the Owners of the JRMA Property, the Owners of the Tract 18917 Property, and the Owners of the SCAVCA Property for

their benefit and the benefit of their Permitted Users, a nonexclusive perpetual easement for vehicular and pedestrian ingress, egress and access on, over, through and across the Fee Segment of Jess Ranch Parkway. To the extent maintenance obligations for any Shared Facilities has been transferred to SCAVCA, Pulte hereby grants to SCAVCA a nonexclusive easement on, over, through and across the Fee Segment of Jess Ranch Parkway and any areas adjacent to the Fee Segment of Jess Ranch Parkway as may be reasonably necessary to access the Fee Segment of Jess Ranch Parkway for purposes of performing the maintenance obligations described in **Article 3** below.

2.3 Easements to Pulte and SCAVCA Over Easement Segment of Jess Ranch Parkway.

2.3.1 Easement for Access. Effective upon the Effective Date, JRMA hereby grants to Pulte, SCAVCA, Owners of the Tract 18917 Property and Owners of the SCAVCA Property for their benefit and the benefit of their Permitted Users, a nonexclusive perpetual easement for vehicular and pedestrian ingress, egress and access on, over, through and across the Easement Segment of Jess Ranch Parkway, including access through the East Gate.

2.3.2 Easement for Maintenance. Effective upon the Effective Date, JRMA hereby grants to Pulte and SCAVCA a nonexclusive easement on, over, through and across the Easement Segment of Jess Ranch Parkway and any areas adjacent to the Easement Segment of Jess Ranch Parkway as may be reasonably necessary to access the Easement Segment of Jess Ranch Parkway and the East Gate for purposes of performing the maintenance obligations described in **Article 3** below.

**ARTICLE 3
GATEHOUSE, STREET AND LANDSCAPING IMPROVEMENTS**

3.1 Performance of Gatehouse Improvements. Provided the condition set forth in Section 2.1 has been satisfied, Pulte shall promptly cause the access gate existing near the intersection of Town Center and Jess Ranch Parkway to be restored to good working order. In addition, provided the condition set forth in Section 2.1 has been satisfied, Pulte shall cause the Gatehouse Improvements to be performed on the Gatehouse Property prior to issuance of a building permit for the two hundred twenty-fifth (225th) residence within the Tract 18917 Property. Such Gatehouse Improvements shall include improvements necessary to ensure that the Gatehouse is in a good condition of maintenance and repair and complies with all applicable building codes and regulations. Pulte may, but shall not be obligated to substantially remodel or even demolish the existing Gatehouse and construct a new Gatehouse in its place. If it has not already done so pursuant to the first sentence of this **Section 3.1**, as part of the Gatehouse Improvements, Pulte shall also replace the access gates existing on the Gatehouse Property with a gate system accessible by transponder. Pulte shall have sole decision making authority regarding all matters relating to the Gatehouse Improvements, including the design, features and amenities of the Improved Gatehouse, which Gatehouse Improvements shall be constructed in accordance with all applicable regulations, including City requirements. Pulte's performance of the Gatehouse Improvements shall be a one-time obligation, the future maintenance, repair and replacement of which shall be governed pursuant to **Article 4**.

3.2 Jess Ranch Parkway and Landscaped Median Improvements. Provided the condition set forth in Section 2.1 has been satisfied, Pulte shall improve Jess Ranch Parkway to cause it to be in good condition, which improvements shall include application of AC overlay over Jess Ranch Parkway. Pulte shall also install landscaping within the Landscaped Median as necessary to cause it to be in a good and attractive condition. Pulte will use good faith efforts to obtain necessary City and other approvals to install drought tolerant landscaping within the Landscaped Median. Pulte's performance of the Jess Ranch Parkway and Landscaped Median improvements shall be a one-time obligation. The future maintenance, repair and replacement of Jess Ranch Parkway and the Landscaped Median shall be governed pursuant to Article 4.

**ARTICLE 4
MAINTENANCE AND ADMINISTRATION**

4.1 Maintenance and Operation of the Improved Gatehouse. Upon completion of the Gatehouse Improvements as evidenced by delivery of a notice from Pulte to JRMA and SCAVCA advising that the Gatehouse Improvements are complete, Pulte shall initially be responsible for operating and maintaining the Improved Gatehouse and related facilities, including without limitation, the access gate, associated equipment and computer hardware/software, utilities and surrounding landscaping. Pulte shall initially maintain and manage the Improved Gatehouse in a good condition of maintenance and repair and otherwise in accordance with all applicable laws. In connection with Pulte's development of the Tract 18917 Property, Pulte will assign obligations for maintenance of the Improved Gatehouse to SCAVCA and provided the Gatehouse Improvements are completed in compliance with the standards set forth herein, SCAVCA agrees to accept such assignment. Pulte may complete and assign to SCAVCA the obligation for maintaining the Gatehouse Improvements in phases. Pulte further intends to convey to SCAVCA and SCAVCA agrees to accept conveyance of the Gatehouse Property when Pulte's ownership of the underlying Jess Ranch Parkway is established as a separately conveyable lot. If maintenance obligations have not been previously assigned to SCAVCA, upon conveyance of the Gatehouse Property to SCAVCA, SCAVCA shall automatically assume the obligations for maintenance of the Improved Gatehouse as set forth in this **Section 4.1**. The cost of maintenance and operation of the Improved Gatehouse shall be shared as set forth in **Article 5**.

4.2 Maintenance, Repair and Replacement Obligations of Jess Ranch Parkway. At such time as Pulte is the vested fee title owner of all of the Fee Segment of Jess Ranch Parkway, Pulte shall be responsible for maintaining and repairing Jess Ranch Parkway in a good condition of maintenance and repair and otherwise in accordance with all applicable laws. Such maintenance obligations shall include the obligation to (i) maintain, repair and replace all paved surfaces and curbs of Jess Ranch Parkway in a smooth, level and evenly covered condition with the type of material originally installed on or of similar quality, use and durability, (ii) placing, keeping in repair, and replacing any necessary appropriate signage and striping lines, curbs and gutters, and (iii) periodic sweeping and debris removal. In connection with Pulte's development of the Tract 18917 Property, Pulte will assign to SCAVCA obligations for maintenance of Jess Ranch Parkway and also convey the Fee Segment of Jess Ranch Parkway to SCAVCA. Provided the segments of Jess Ranch Parkway so conveyed and/or assigned to SCAVCA are improved as set forth in **Section 3.2** above, SCAVCA agrees to accept conveyance/assignment of Jess Ranch Parkway and upon such conveyance or assignment (which may be phased), SCAVCA shall automatically assume the obligations for maintenance of Jess Ranch Parkway as set forth in this **Section 4.2**. The cost of

maintenance and repair and replacement of Jess Ranch Parkway shall be shared as set forth in **Article 5**.

4.3 Installation and Maintenance of Landscaped Median. Pulte shall initially maintain the Landscaped Median in a good and attractive condition that complies with all applicable regulations. In connection with Pulte's development of the Tract 18917 Property, Pulte will assign responsibility for maintenance of Jess Ranch Parkway to SCAVCA as set forth in **Section 4.2**. Upon assignment of maintenance responsibilities for Jess Ranch Parkway or any portion thereof, SCAVCA shall automatically assume the obligations for maintenance of the Landscaped Median or portion thereof as set forth in this **Section 4.3**. The cost of maintenance of the Landscaped Median shall be shared as set forth in **Article 5**.

4.4 Maintenance of East Gate. At such time as Pulte is the vested fee title owner of all of the Fee Segment of Jess Ranch Parkway, Pulte shall initially be responsible for maintaining, repairing and replacing the East Gate and related facilities, including without limitation, associated equipment and computer hardware/software, but excluding the gatehouse or other structures associated with the East Gate. In connection with Pulte's development of the Tract 18917 Property, Pulte will assign responsibility for maintenance of Jess Ranch Parkway to SCAVCA as set forth in **Section 4.2**. Upon assignment of maintenance responsibilities for Jess Ranch Parkway or any portion thereof, SCAVCA shall automatically assume the obligations for maintenance of the East Gate. The cost of maintenance and operation of the East Gate shall be shared as set forth in **Article 5**.

4.5 Transponders. JRMA Owners, Tract 18917 Owners and SCAVCA Owners shall all be entitled to receive one transponder per household for access through the Improved Gatehouse and the East Gate upon the commencement of cost sharing under this Agreement as set forth in **Section 5.2.3** of this Agreement for so long as such Owners are participating in cost sharing (through the payment of assessments) as their respective association may require. Transponders that are lost, broken or otherwise need to be replaced can be replaced for a reasonable replacement fee to be established by Pulte or SCAVCA following conveyance of Jess Ranch Parkway to SCAVCA. Requests for transponders, including replacement transponders and other communications relating to transponders shall be coordinated between JRMA and SCAVCA. The parties acknowledge that all SCAVCA Owners may have transponder access through the Improved Gatehouse and East Gate, but because only JRMA Owners, SCAVCA Existing Users and Tract 18917 Owners are expected to regularly use the Improved Gatehouse access (and even fewer SCAVCA Existing Users and Tract 18917 will regularly use the East Gate), the Allocable Shares have been established as set forth in **Sections 1.14 and 1.27** above.

4.6 Damage Caused by the Residential Association, Commercial Owner or Individual Condominium Owners. To the extent that any Owner, Occupant, Permitted User or such person's agents, employees, contractors or occupants ("**Damaging Owner**") causes damage to any Shared Facility or to any other portions of another Owner's Property, JRMA or SCAVCA, whichever association the Damaging Owner is a member of (the "**Damaging Owner's Association**"), shall be solely responsible for repairing such damage within fifteen (15) days after receipt of notice thereof from the affected Owner. If the Damaging Owner's Association fails to commence and complete timely repairs, SCAVCA may commence to repair the damage and charge the Damaging Owner's Association the reasonable costs and expenses incurred, together with a

reasonable administration charge. Any amounts not paid within ten (10) days after receipt of a statement therefor shall be subject to the late charge and bear interest at the Default Interest Rate.

ARTICLE 5 SHARED EXPENSES

5.1 Payment of Allocable Share. JRMA shall pay its Allocable Share of the Shared Expenses to Pulte in accordance with the provisions set forth below. Notwithstanding the foregoing, upon Pulte's transfer of responsibility for some or all of the Shared Facilities to SCAVCA, JRMA shall pay its Allocable Share of Shared Expenses for transferred Shared Facilities to SCAVCA.

5.2 Payment of Allocable Share.

5.2.1 Budget. Prior to the beginning of each calendar year, Pulte or SCAVCA (as appropriate) shall provide to JRMA a proposed budget for the subsequent calendar year together with a statement setting forth the proposed amount of JRMA's Allocable Share of the Shared Expenses. The proposed budget shall provide for the same levels of service, amenities and maintenance standards as set forth in "~~Exhibit "F"~~" attached hereto, unless the Parties agree to an increase, decrease or modification of the same or modifications are required to avoid budget increases that would exceed the thresholds identified herein. JRMA shall thereafter have thirty (30) days to review and comment on the proposed budget ("**Budget Review Period**"), which comments shall be reasonably considered by Pulte or SCAVCA (as appropriate) but JRMA shall not have the right to disapprove reasonable increases to the Shared Expenses which do not exceed twenty percent (20%) unless the provisions of **Section 5.2.7** or **Section 5.3** hereof are applicable. If JRMA disapproves a budget on such grounds, it may deliver notice to Pulte or SCAVCA (as appropriate) specifying the basis for its disapproval prior to expiration of the Budget Review Period and thereafter, Pulte or SCAVCA (as appropriate) and JMRA shall promptly meet (but not later than thirty (30) days after delivery of the disapproval notice) to resolve the dispute. If the Parties are unable to resolve their dispute, the dispute shall be resolved pursuant to the provisions set forth in **Article 7** and pending such resolution JMRA shall pay Shared Expenses in the amounts for the previous year plus any amounts attributable to the increases which are not in dispute. Pulte or SCAVCA (as appropriate) will provide monthly statements to JRMA relating to the Shared Expenses.

5.2.2 Payment of Allocable Share. JRMA shall pay to Pulte or SCAVCA (as appropriate) on the tenth (10th) day of each month, JRMA's Allocable Share of the Shared Expenses for that period.

5.2.3 Payment Commencement Date. The obligation of JRMA to pay its Allocable Share for all Shared Facilities shall commence when Pulte has completed all of the improvements described in Sections 3.1 and 3.2 (provided that JRMA shall not be required to pay for any portion of the initial improvements described in Article 3).

5.2.4 Late Payments. If JRMA shall fail to pay its Allocable Share within fifteen (15) days after the due date therefor, then a late charge in the amount of ten percent (10%) of the amount of the delinquent amount due, interest charged at the Default Interest Rate commencing from

the date of delinquency, and reasonable costs of collection, including attorneys' fees and costs, shall be levied by Pulte.

5.2.5 Nonpayment of Shared Expenses. An Installment is delinquent if not paid within thirty (30) days after the due date as established by this Agreement. If an Installment is not paid within thirty (30) days after the due date, such Installment plus all reasonable costs of collection (including attorneys' fees) and late charges as provided herein shall bear interest at the maximum rate permitted by law, commencing thirty (30) days after the due date until paid.

5.2.6 Books and Records. JRMA shall be entitled to inspect and copy (at its sole expense) the books and records of Pulte or SCAVCA (as appropriate) relating to the Shared Expenses for the previous three (3) years prior to the date the request for inspection is submitted by JRMA to Pulte or SCAVCA (as appropriate) upon reasonable notice and during normal business hours.

5.2.7 Limitation on Increases. Except in the case of an emergency as defined below, JRMA's Allocable Share of the Shared Expenses may not be increased by more than twenty percent (20%) over JRMA's Allocable Share of the Shared Expenses for the preceding year unless Pulte or SCAVCA (as appropriate) obtains the prior written approval of the proposed increase of JRMA which consent will not be unreasonably withheld. For the purpose of this Section, an emergency shall mean any one of the following:

5.2.7.1 an extraordinary expense required by an order of a court, including costs and expenses related to the defense of, settlement for, and/or awards resulting from, claims and actions related to the operation of Jess Ranch Parkway, the Landscaped Median, the East Gate, the Improved Gatehouse or the Gatehouse Property;

5.2.7.2 an extraordinary expense necessary to repair or maintain Jess Ranch Parkway, the Landscaped Median, the East Gate, the Improved Gatehouse or the Gatehouse Property where a threat to personal safety with Jess Ranch Parkway, the Landscaped Median, the East Gate, the Improved Gatehouse or the Gatehouse Property is discovered; or

5.2.7.3 an extraordinary expense necessary to repair or maintain Jess Ranch Parkway, the Landscaped Median, the East Gate, the Improved Gatehouse or the Gatehouse Property that could not have been reasonably foreseen by Pulte or SCAVCA (as appropriate) in preparing and distributing the statement of Shared Expenses required hereunder.

5.3 Capital Improvements. Any expense for a capital improvement within Jess Ranch Parkway, the Landscaped Median, the East Gate, the Improved Gatehouse or the Gatehouse Property which is not included in the Shared Expenses and exceeds five percent (5%) of the budget for the then current calendar year, requires the consent of JRMA to approve or render effective such increase which consent will not be unreasonably withheld ("**Capital Improvement Increase**"), except in the case of an emergency as defined in Sections 5.2.7.1 to 5.2.7.3 above. JRMA shall be responsible for its Allocable Share of the Capital Improvement Increase unless otherwise mutually agreed upon by the Parties ("**Capital Improvement Fee**"). Such Capital Improvement Fee shall be paid by JRMA and SCAVCA within forty-five (45) days after the date approved by JRMA or SCAVCA, as provided above.

5.4 Separate Accounting. Pulte and SCAVCA (as appropriate) shall maintain a separate operating account and separate reserve account for the funds which are collected and expended for the Shared Facilities. Such funds shall be used by Pulte or SCAVCA (as appropriate) solely for the purposes for which they were collected as provided in this Agreement.

ARTICLE 6 INSURANCE

6.1 Liability Insurance. Pulte shall procure and maintain commercial general liability insurance against claims for personal injury, death or property damage occurring upon, on or about the Improved Gatehouse, the Gatehouse Property, the Landscaped Median, the East Gate and Jess Ranch Parkway, insuring against all claims for personal injury, death or property damage occurring upon, in or about the Improved Gatehouse, the Gatehouse Property, the Landscaped Median, the East Gate and Jess Ranch Parkway, with combined single limits of at least Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate.

6.2 Property Insurance. Pulte shall obtain and maintain property insurance for the risks covered by, and providing coverage at least as broad as, a current ISO "special form" (a/k/a "all-risk") policy or its equivalent, insuring the Shared Facilities. Such insurance shall be maintained in the amount of the maximum insurable replacement value of the property to be insured thereunder.

6.3 Insurance Policy Requirements. The insurance required in **Section 6.1** to be obtained shall be primary and non-contributing with any other insurance policy covering the same loss. The policy shall also contain a waiver of subrogation wherein the insured waives all rights of subrogation. All insurance shall be maintained with an insurance company(ies) licensed in the State of California.

6.4 Transfer of Insurance Obligations to SCAVCA. At such time as SCAVCA assumes the obligations for maintenance of facilities described in **Article 4**, SCAVCA shall automatically assume Pulte's obligations for insurance as set forth in **Section 6.1, Section 6.2 and Section 6.3**, but only as to the matters for which SCAVCA has assumed maintenance responsibility or as to property for which SCAVCA has acquired a real property interest. If Pulte or SCAVCA are unable to obtain insurance on the Easement Segment of Jess Ranch Parkway because it does not own fee title to said property, then JRMA shall maintain the insurances specified in **Section 6.1, Section 6.2 and Section 6.3** above and cost sharing shall be equitably adjusted consistent with the intent of this Agreement.

ARTICLE 7 REMEDIES

7.1 Legal Action Generally. If any Party breaches any provision of this Agreement ("Defaulting Owner"), then the non-defaulting Party ("Non-Defaulting Party") shall be resolved as set forth below. All remedies herein or at law shall be cumulative and not inclusive. As used herein, any reference to rights or remedies "at law" or "under applicable law" shall also include any rights or remedies "in equity."

7.2 Arbitration of Disputes.

7.2.1 Disputes Subject to Arbitration. Any claims or disputes arising out of or relating to this Agreement shall be settled by neutral binding arbitration before a single arbitrator to be held in accordance with the rules of the American Arbitration Association applicable to the nature of the dispute in question, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be licensed practicing attorney in California with a minimum of ten (10) years' substantial experience in residential real estate transactions. Hearings shall be held in San Bernardino County, California.

7.2.2 Demand and Limitations on Claims. Any demand for arbitration must be made in writing to the other party and to the American Arbitration Association. In no event shall any demand for arbitration be made after the date that the institution of legal proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

7.2.3 Provisional Remedies. The Non-Defaulting Owner shall have the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order and/or appointment of a receiver, if the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief, or if there is no other adequate remedy. Any such application shall not act as a waiver of the Non-Defaulting Owner's arbitration rights hereunder.

7.2.4 Powers and Duties of the Arbitrator. The arbitrator shall have the power to grant such legal and equitable remedies and award such damages as may be granted or awarded by a judge of the Superior Court of the State of California. The arbitrator shall prepare and provide to the parties a written decision on all matters which are the subject of the arbitration, including factual findings and the reasons which form the basis of the arbitrator's decision. The arbitrator shall not have the power to commit errors of law or legal reasoning and the award may be vacated or corrected pursuant to California Code of Civil Procedure Section 1286.2 or 1286.6 for any such error. The award of the arbitrator shall be mailed to the parties no later than thirty (30) days after the close of the arbitration hearing. The arbitration proceedings shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties upon any party's request.

7.2.5 Discovery. The parties shall have the right to discovery in accordance with California Code of Civil Procedure Sections 1283.5 and 1283.1; provided, however, that the arbitrator's permission shall not be required to take a discovery deposition. All discovery disputes shall be resolved by the arbitrator.

7.2.6 Costs and Fees of the Arbitrator. Costs and fees of the arbitrator shall be borne by the nonprevailing party unless the arbitrator, for good cause, determines otherwise.

7.3 Legal Action. If the provisions set forth above are held to be unenforceable then the Non-Defaulting Party may institute legal action against the Non-Defaulting Party for specific performance, injunction, declaratory relief, damages, or any other remedy provided by law.

7.4 Remedies Cumulative. The remedies provided in this Article are in addition to any remedies available elsewhere in this Agreement. Exercise of one remedy shall not be deemed to preclude exercise of other remedies for the same default, and all remedies available to a Party may be exercised cumulatively.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Sycamore Glen Tract. Tract 14310, located north of the Properties, commonly known as the Sycamore Glen Tract, is not a party to this Agreement. If the Sycamore Glen Tract is developed for residential uses in the future, the residents of the Sycamore Glen Tract will likely use the Shared Facilities. At such time, the Parties to this Agreement will use good faith efforts to cause the owner of Sycamore Glen Tract to enter into an amendment of this Agreement to include Lakeshore Drive as a Shared Facility and to also obligate the Sycamore Glen Tract to participate in cost sharing for use of the Shared Facilities. Upon request by other residential associations, including Wyndham Rose Homeowners' Association, the parties may, but shall not be obligated to, amend this Agreement to provide for shared use and maintenance of the Shared Facilities by such additional associations.

8.2 Enforcement. Violation or breach of any covenant, agreement or provision contained herein shall give to the party in whose favor such covenant, agreement or provision was made, the right to prosecute a proceeding at law or in equity against the person or persons who violated or are attempting to violate any such covenant, agreement or provision, to enjoin or prevent them from doing so, to cause such violation to be remedied and/or to recover damages for such violation.

8.3 Binding on Successors. This Agreement and all of the covenants and conditions herein contained shall be binding upon and shall inure to the benefit of the executors, administrators, heirs, assigns and successors of each of the parties hereto.

8.4 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision and covenant shall be valid and enforceable to the fullest extent permitted by law.

8.5 Attorneys' Fees. In the event legal proceedings are commenced regarding the enforcement of this Agreement, the prevailing party in any such action shall recover, in addition to any relief granted therein, reasonable attorneys' fees from the other party or parties, which fees shall be included in any judgment rendered in such proceedings.

8.6 Entire Agreement; Modification; Severability; Waiver. This Agreement contains all of the terms and conditions agreed upon by the parties with respect to this Agreement and supersedes all prior agreements and understandings, whether oral and written, with respect thereto. This Agreement shall not be modified without the written agreement of all parties. If any provision hereof shall be held ineffective or unenforceable, all other provisions hereof shall remain in full force and effect. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

8.7 Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be given personally or deemed delivered four (4) days after the notice is mailed to the party, with first class postage prepaid, by certified mail, return receipt requested or upon the next business day after deposit with a nationally recognized overnight courier. Unless a different address is provided in accordance with this Section, all such notices to an Association shall be to its address then on file with the California Secretary of State. Written notice of any change of address shall be given in accordance with this Section.

8.8 Mortgagee Protection. No portion of this Agreement or any amendment or violation thereof shall operate to defeat or render invalid, in whole or in part, the rights of the beneficiary, insurer, guarantor, or holder of any mortgage or deed of trust encumbering any portion of the Properties; provided that, after foreclosure of any such mortgage or deed of trust, the property foreclosed shall remain subject to this Agreement.

8.9 California Law. This Agreement is being executed and delivered, is intended to be performed, in the State of California, and to the extent permitted by law, the execution, validity, construction and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of California. This Agreement shall be deemed made and entered into in San Bernardino County.

8.10 Compliance with Laws. The Parties and their respective successors and assigns covenant and agree to comply with all laws and regulations relating to the maintenance and use of the easements or the exercise of any rights granted herein.

8.11 Civil Code Section 1468. The provisions of this Agreement shall run with the Properties, and shall both benefit and bind the Owners and each successive owner of the Properties during their respective periods of ownership. This Agreement is made with the intent of satisfying the requirements of California Civil Code Section 1468.

8.12 Counterparts. This Agreement may be executed in counterparts, each of which when taken together will constitute one fully executed original.

signatures on following page

IN WITNESS WHEREOF, this Agreement has been made and executed as of the date first above written.

JRMA ASSOCIATION:

THE JESS RANCH MASTER ASSOCIATION, a California non-profit mutual benefit corporation

By: *Dyanna M. Wilson*
Name: DYANNA M. WILSON
Title: President

By: *Ronald L. Curry*
Name: RONALD CURRY
Title: SECRETARY

PULTE:

PULTE HOME CORPORATION, a Michigan corporation

By: *Darren Warren*
Name: Darren Warren
Title: Vice-President of Land

SCAVCA:

SOLERA AT APPLE VALLEY COMMUNITY ASSOCIATION, DBA SUN CITY APPLE VALLEY COMMUNITY ASSOCIATION, a California nonprofit mutual benefit corporation

Signed In Counterpart

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibits

- Exhibit A: JRMA Property
- Exhibit B: SCAVCA Property
- Exhibit C: Tract 18917 Property
- Exhibit D: Gatehouse Property, Jess Ranch Parkway and East Gate
- Exhibit E-1: Fee Segment of Jess Ranch Parkway
- Exhibit E-2: Easement Segment of Jess Ranch Parkway
- Exhibit F: Shared Expenses and Sample Budget

IN WITNESS WHEREOF, this Agreement has been made and executed as of the date first above written.

JRMA ASSOCIATION:

THE JESS RANCH MASTER ASSOCIATION, a California non-profit mutual benefit corporation

By: _____ Signed In Counterpart
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

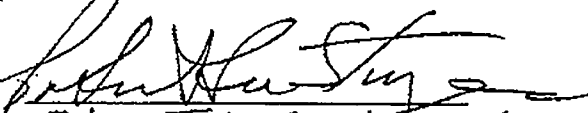
PULTE:

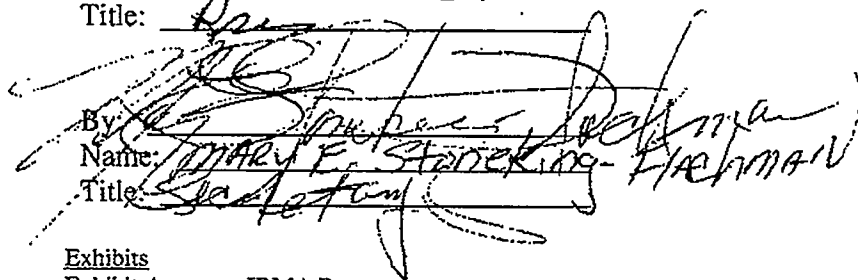
PULTE HOME CORPORATION, a Michigan corporation

Signed In Counterpart
By: _____
Name: _____
Title: _____

SCAVCA:

SOLERA AT APPLE VALLEY COMMUNITY ASSOCIATION, DBA SUN CITY APPLE VALLEY COMMUNITY ASSOCIATION, a California nonprofit mutual benefit corporation

By: 
Name: ROBERT LEE STURGES
Title: _____

By: 
Name: MARY E. STANKOV-HERMAN
Title: _____

- Exhibits
- Exhibit A: JRMA Property
 - Exhibit B: SCAVCA Property
 - Exhibit C: Tract 18917 Property
 - Exhibit D: Gatehouse Property, Jess Ranch Parkway and East Gate
 - Exhibit E-1: Fee Segment of Jess Ranch Parkway
 - Exhibit E-2: Easement Segment of Jess Ranch Parkway
 - Exhibit F: Shared Expenses and Sample Budget

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

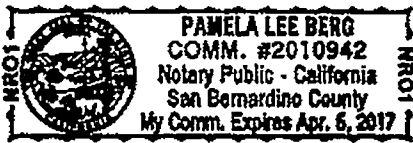
State of California)
County of San Bernardino)

On September 10th, 2015 before me, Pamela Lee Berg, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Donna M. Wilson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Pamela Lee Berg
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: COST SHARING AGREEMENT Document Date: 9/10/15
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

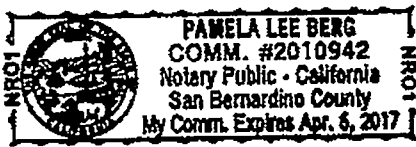
State of California)
County of San Bernardino)

On September 10th, 2015 before me, Pamela Lee Berg, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Ronald L. CURRY
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Pamela Lee Berg
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: LOST SHARING AGREEMENT Document Date: 9/10/15
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

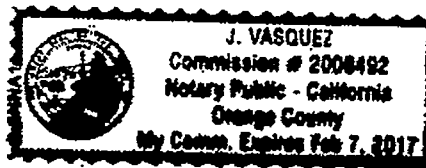
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE)

On Aug. 28, 2015, before me, J. Vasquez, a Notary Public, personally appeared WARREN WARREN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

ILLEGIBLE NOTARY SEAL DECLARATION

Government Code Section 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement attached reads as follows:

Name of Notary: J. VASQUEZ

Date Commission Expires: Feb 7, 2017

Notary Commission No: 2006492

County Where Bond Filed: Orange

Manufacturer/Vendor Identification No: NNA1

Place of Execution of the Declaration: Corona, CA

Date: 10-27-15



First American Title Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

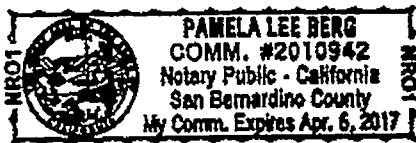
State of California)
County of San Bernardino)

On September 10th, 2015 before me, Pamela Lee Berg, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Robert Lee Sturges
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Pamela Lee Berg
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: COST SHARING AGREEMENT Document Date: 9/10/15
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Bernardino)

On September 10th, 2015 before me, Pamela Lee Berg, Notary Public

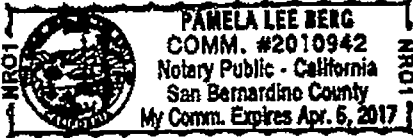
Date Here Insert Name and Title of the Officer

personally appeared Mary E. STONEKING-FLACHMAN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Pamela Lee Berg
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: EASEMENT, MAINT' COST AGREEMENT Document Date: 9/10/15

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

ILLEGIBLE NOTARY SEAL DECLARATION

Government Code Section 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement attached reads as follows:

Name of Notary: PAMELA LEE BERG

Date Commission Expires: Apr 6, 2017

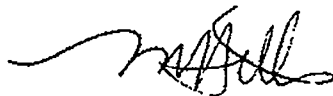
Notary Commission No: 2010942

County Where Bond Filed: San Bernardino

Manufacturer/Vendor Identification No: NRO1

Place of Execution of the Declaration: Corona, CA

Date: 12-18-2015



First American Title Company

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY IN THE TOWN OF APPLE VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 12796-1, AS PER MAP RECORDED IN BOOK 178 OF TRACT MAPS, PAGES 7 THROUGH 9 INCLUSIVE, RECORDS OF SAID COUNTY,

TRACT NO. 12796-2, AS PER MAP RECORDED IN BOOK 181 OF TRACT MAPS, PAGES 96 THROUGH 100 INCLUSIVE, RECORDS OF SAID COUNTY,

TRACT NO. 12796-3, AS PER MAP RECORDED IN BOOK 182 OF TRACT MAPS, PAGES 1 THROUGH 4 INCLUSIVE, RECORDS OF SAID COUNTY,

TRACT NO. 12796-4, AS PER MAP RECORDED IN BOOK 182 OF TRACT MAPS, PAGES 5 THROUGH 8 INCLUSIVE, RECORDS OF SAID COUNTY,

TRACT NO. 12796-5, AS PER MAP RECORDED IN BOOK 234 OF TRACT MAPS, PAGES 57 THROUGH 58 INCLUSIVE, RECORDS OF SAID COUNTY,

TRACT NO. 13200, AS PER MAP RECORDED IN BOOK 198 OF TRACT MAPS, PAGES 23 THROUGH 24 INCLUSIVE, RECORDS OF SAID COUNTY,

TRACT NO. 13201, AS PER MAP RECORDED IN BOOK 198 OF TRACT MAPS, PAGES 25 THROUGH 28 INCLUSIVE, RECORDS OF SAID COUNTY,

TRACT NO. 15376-1, AS PER MAP RECORDED IN BOOK 250 OF TRACT MAPS, PAGES 42 THROUGH 44 INCLUSIVE, RECORDS OF SAID COUNTY,

TRACT NO. 15376-2, AS PER MAP RECORDED IN BOOK 255 OF TRACT MAPS, PAGES 18 THROUGH 20 INCLUSIVE, RECORDS OF SAID COUNTY,

TRACT NO. 15376-3, AS PER MAP RECORDED IN BOOK 255 OF TRACT MAPS, PAGES 21 THROUGH 23 INCLUSIVE, RECORDS OF SAID COUNTY,

TRACT NO. 15376, AS PER MAP RECORDED IN BOOK 255 OF TRACT MAPS, PAGES 24 THROUGH 26 INCLUSIVE, RECORDS OF SAID COUNTY,

LOTS 1 THROUGH 20, 61 THROUGH 152, 165 THROUGH 189, AND 272 THROUGH 364 INCLUSIVE, OF TRACT NO. 14309, AS PER MAP RECORDED IN BOOK 234 OF TRACT MAPS, PAGES 59 THROUGH 66 INCLUSIVE, RECORDS OF SAID COUNTY.

LUDWIG ENGINEERING ASSOCIATES, INC.
PREPARED BY ME OR UNDER MY SUPERVISION


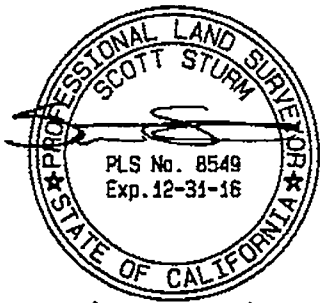
 11-9-15
Scott Sturm, P.L.S. 8549 Date
Expires 12-31-14



EXHIBIT "A" CONTINUED

PORTION OF S. 1/2 OF SECTION 1, T 4N R 4W,
IN THE TOWN OF APPLE VALLEY, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA

⊙ INDICATES TOTAL NUMBER OF RESIDENTIAL
LOTS OF SUBDIVISION



11-9-15

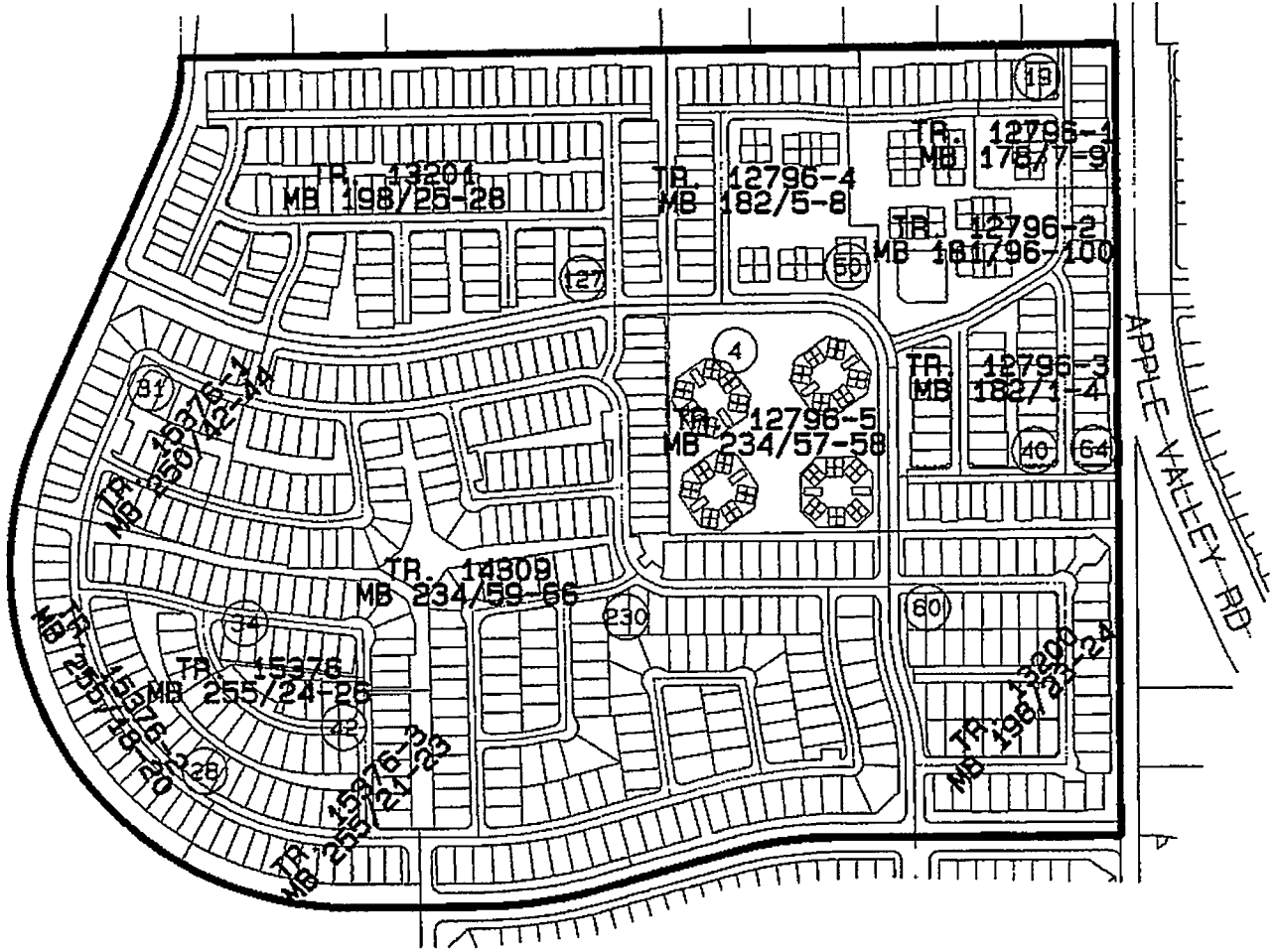


EXHIBIT "B"
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY IN THE TOWN OF APPLE VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 16141, AS PER MAP RECORDED IN BOOK 299 OF TRACT MAPS, PAGES 69 THROUGH 77 INCLUSIVE, RECORDS OF SAID COUNTY,

TRACT NO. 16758, AS PER MAP RECORDED IN BOOK 302 OF TRACT MAPS, PAGES 41 THROUGH 51 INCLUSIVE, RECORDS OF SAID COUNTY,

TRACT NO. 17062-1, AS PER MAP RECORDED IN BOOK 311 OF TRACT MAPS, PAGES 10 THROUGH 22 INCLUSIVE, RECORDS OF SAID COUNTY,

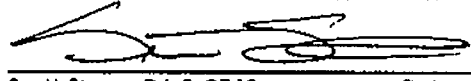
TRACT NO. 17062-2, AS PER MAP RECORDED IN BOOK 316 OF TRACT MAPS, PAGES 66 THROUGH 75 INCLUSIVE, RECORDS OF SAID COUNTY,

TRACT NO. 17062, AS PER MAP RECORDED IN BOOK 322 OF TRACT MAPS, PAGES 51 THROUGH 61 INCLUSIVE, RECORDS OF SAID COUNTY,

TRACT NO. 17186-1, AS PER MAP RECORDED IN BOOK 318 OF TRACT MAPS, PAGES 77 THROUGH 92 INCLUSIVE, RECORDS OF SAID COUNTY,

TRACT NO. 17186, AS PER MAP RECORDED IN BOOK 322 OF TRACT MAPS, PAGES 41 THROUGH 50 INCLUSIVE, RECORDS OF SAID COUNTY.

LUDWIG ENGINEERING ASSOCIATES, INC.
PREPARED BY ME OR UNDER MY SUPERVISION

 11-9-15

Scott Sturm, P.L.S. 8549 Date
Expires 12-31-14

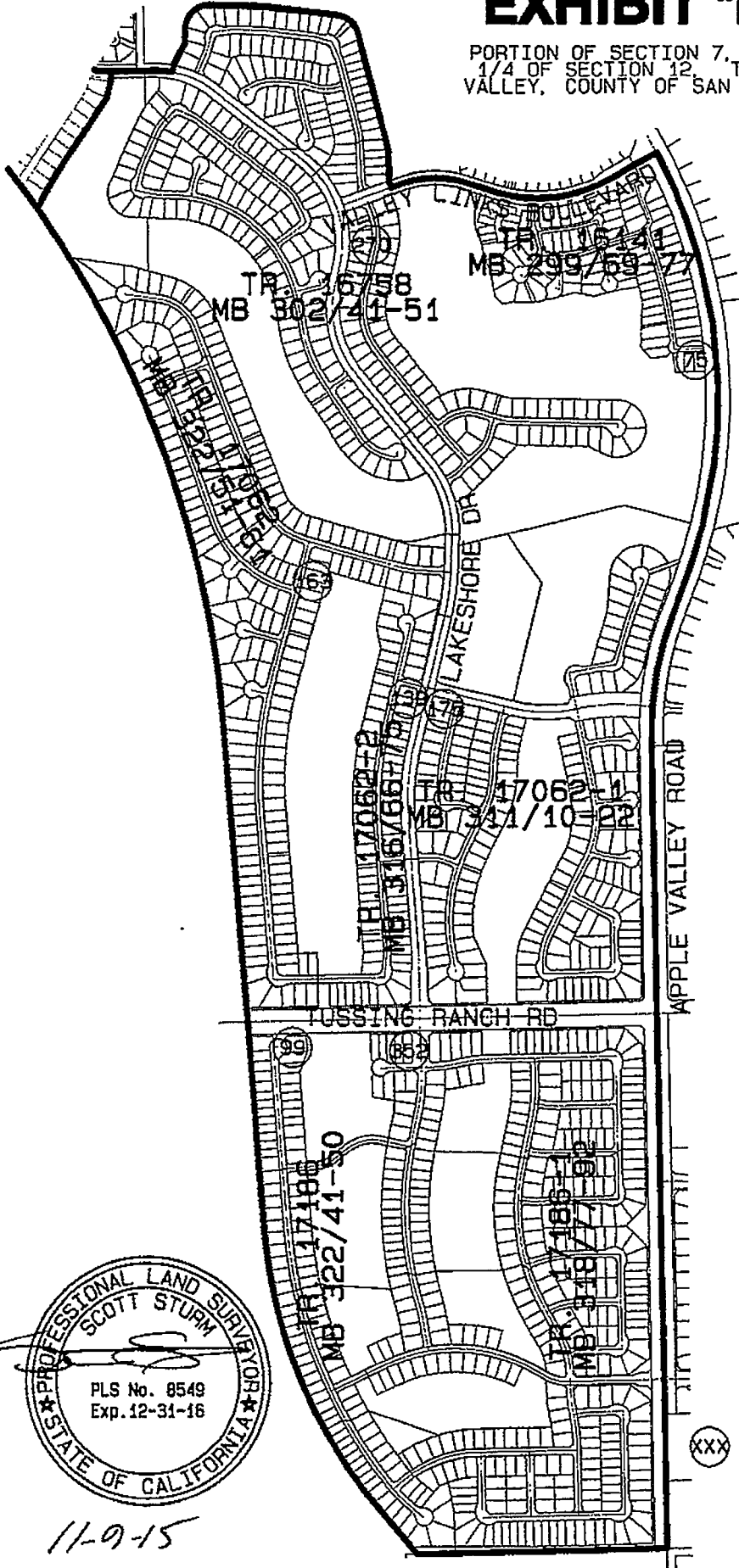


EXHIBIT "B" CONTINUED

PORTION OF SECTION 7, T 4N R 3W, AND PORTION OF NE 1/4 OF SECTION 12, T 4N R 4W, IN THE TOWN OF APPLE VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



1"=800'



11-9-15

XXX INDICATES TOTAL NUMBER OF RESIDENTIAL LOTS OF SUBDIVISION

EXHIBIT "C"
LEGAL DESCRIPTION

Real property in the Town of Apple Valley, County of San Bernardino, State of California, described as follows:

BEING A SUBDIVISION OF THE FOLLOWING:

ALL OF PARCEL "A" OF CERTIFICATE OF COMPLIANCE NO. 2004-007 IN THE TOWN OF APPLE VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS RECORDED IN DOCUMENT NO. 2004-0370697 OF OFFICIAL RECORDS OF SAID COUNTY, TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF LOT "G" OF TRACT NO. 15380 AS FILED IN BOOK 249 OF MAPS, PAGES 96 THROUGH 101, INCLUSIVE, RECORDS OF SAID COUNTY:

COMMENCING AT THE NORTH WEST CORNER OF SAID LOT "G";

THENCE SOUTH 14° 50' 25" WEST ALONG THE WESTERLY LINE OF SAID LOT "G", A DISTANCE OF 102.76 FEET (SOUTH 14°27' 57" WEST 102.76 FEET RECORD PER TRACT NO. 15380), CONTINUING ALONG SAID LINE THE FOLLOWING 3 COURSES;

THENCE SOUTH 35° 02' 23" WEST, A DISTANCE OF 411.69 FEET (SOUTH 34° 39' 55" WEST 411.69 FEET RECORD PER TRACT NO. 15380) TO THE TRUE POINT OF BEGINNING AND THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 150.00 FEET;

THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71° 30' 07", AN ARC DISTANCE OF 187.19 FEET;

THENCE SOUTH 16° 59' 55" EAST, A DISTANCE OF 147.72 FEET (SOUTH 17° 22' 23" EAST 149.25 FEET RECORD PER TRACT NO. 15380) TO THE EASTERLY LINE OF THE SAN BERNARDINO COUNTY FLOOD CONTROL EASEMENT AS SHOWN ON PARCEL MAP 8633, AS FILED IN BOOK 88 OF PARCEL MAPS, PAGES 92 THROUGH 97, INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE NORTH 31° 35' 21" EAST, A DISTANCE OF 233.54 FEET (NORTH 30° 56' 04" EAST, 234.56 FEET RECORD PER TRACT NO. 15380) TO THE TRUE POINT OF BEGINNING.

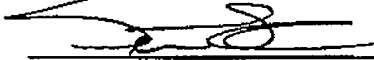
SAID DESCRIPTION IS PURSUANT TO CERTIFICATE OF COMPLIANCE NO. 2013-002, RECORDED NOVEMBER 12, 2013 AS INSTRUMENT NO. 2013-0483697, OFFICIAL RECORDS.

EXCEPTING FROM A PORTION OF SAID LAND, THE INTEREST, IF ANY, IN AND TO ALL RIGHTS TO WATER LOCATED IN, ON OR UNDER SAID LAND, INCLUDING WITHOUT LIMITATION, ANY AND ALL OVERLYING WATER RIGHTS, PRESCRIPTIVE WATER RIGHTS, WATER RIGHTS ARISING OUT OF ANY ADJUDICATION OF THAT CERTAIN ACTION ENTITLED CITY OF BARSTOW, ET AL, VS. THE CITY OF ADELANTO, ET AL, RIVERSIDE SUPERIOR COURT CASE NO. 208568, AND ANY AND ALL OTHER INCHOATE WATER RIGHTS; ALSO GRANTING TO GRANTEE AN EASEMENT FOR RIGHTS OF ACCESS TO AND EGRESS FROM ALL SITES CURRENTLY OR IN THE FUTURE USED BY GRANTEE IN CONNECTION WITH THE DRILLING FOR, PUMPING OF, STORAGE OF OR DISTRIBUTION OF WATER FROM SAID REAL PROPERTY, TOGETHER WITH RIGHTS TO INSTALL, REPLACE, REPAIR AND MAINTAIN SAID SITES, AND ANY AND ALL IMPROVEMENTS, PIPE LINES, PERSONAL PROPERTY, FIXTURES OR EQUIPMENT USED BY THE GRANTEE IN CONNECTION THEREWITH, AS GRANTED TO JESS RANCH WATER COMPANY, A CORPORATION, ORGANIZED AND EXISTING UNDER THE LAW OF THE STATE OF CALIFORNIA, BY DEEDS RECORDED MAY 25, 1994, INSTRUMENT NOS. 94-239284, 94-239285, 94-239286 AND 94-239287, OFFICIAL RECORDS.

ALSO EXCEPTING FROM A PORTION OF SAID LAND, AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS, PETROLEUM, AND OTHER MINERALS, TOGETHER WITH THE RIGHT OF ENTRY AND ALL OTHER RIGHTS, INCLUDING ALL RIGHTS OF WAY AND EASEMENTS WHICH MAY BE NECESSARY FOR THE DEVELOPMENT AND REMOVAL OF ALL SUCH SUBSTANCES, AS RESERVED BY THE FEDERAL LAND BANK OF BERKELY, A CORPORATION, IN THE DEED RECORDED APRIL 28, 1941 IN BOOK 1478, PAGE 50, OFFICIAL RECORDS.

APN: 0399-261-03

LUDWIG ENGINEERING ASSOCIATES, INC.
PREPARED BY ME OR UNDER MY SUPERVISION

 11-9-15

Scott Sturm, P.L.S. 8549
Expires 12-31-14

Date

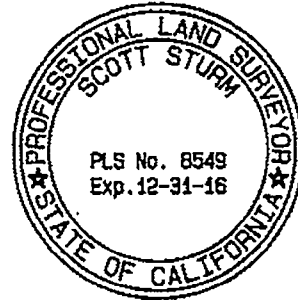
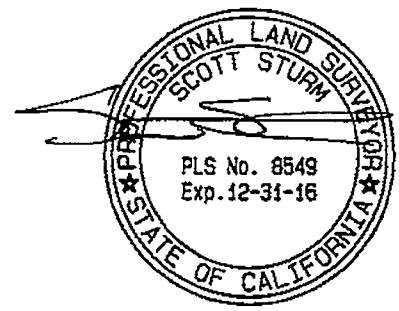
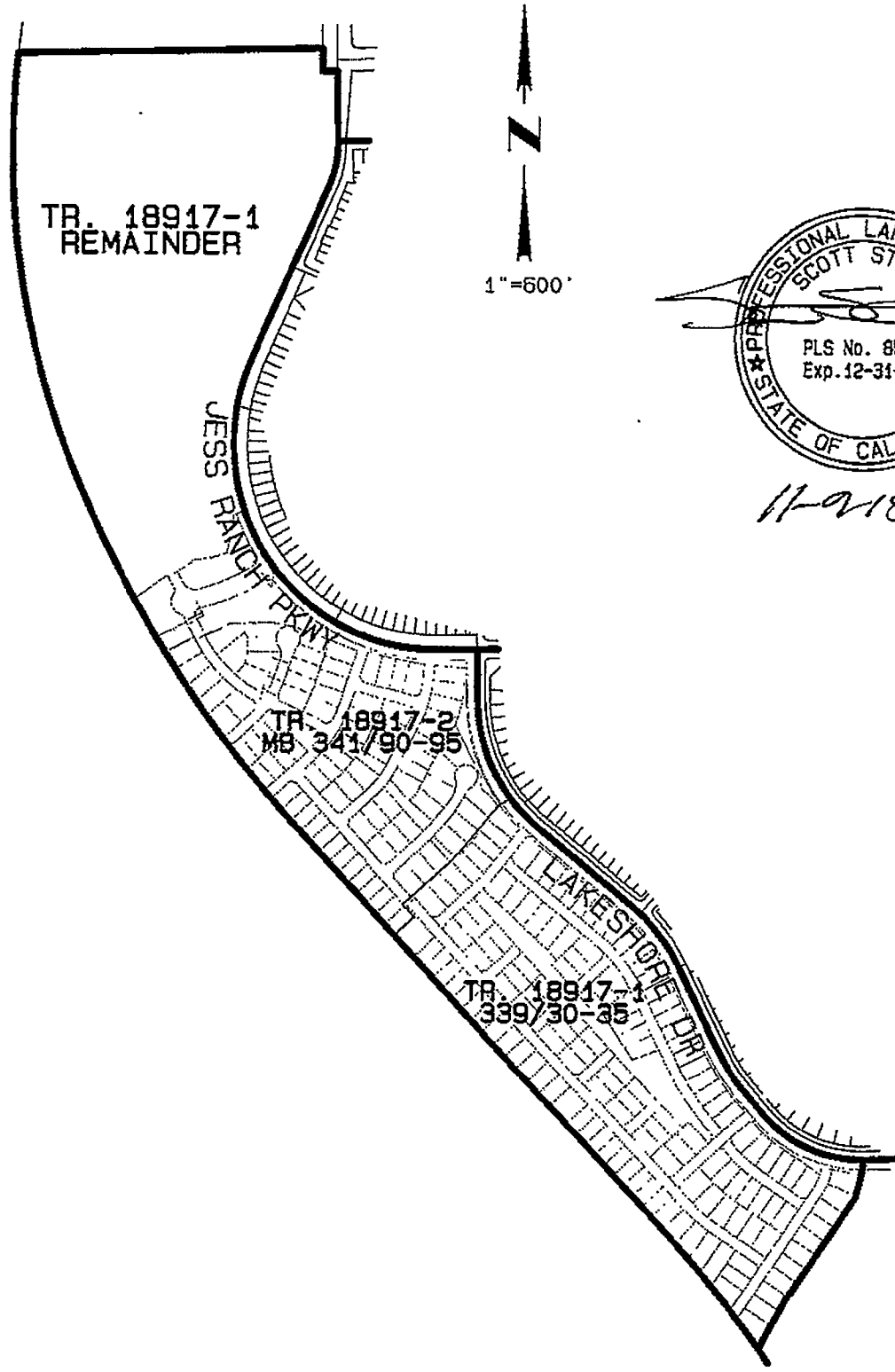


EXHIBIT "C" CONTINUED

PORTION OF S. 1/2 OF SECTION 1 AND NE 1/4 OF SECTION 12, T 4N R 4W,
IN THE TOWN OF APPLE VALLEY, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA



11-2-18

EXHIBIT "D"

PCL. A, LLA 1996-5
DOC. 1995-0046292

JESS RANCH PARKWAY (PUBLIC STREET)

TOWN CENTER DRIVE (PUBLIC STREET)

APPLE VALLEY ROAD (PUBLIC STREET)

GATE HOUSE AND GATE

PCL 4
PM 8633

PM 9651

TRACT 13201

TRACT 15376-1

JESS RANCH PLACE

TRACT 15376-2

JESS RANCH PARKWAY, 60 FEET WIDE
(PRIVATE STREET)

TRACT 15376-3

TRACT 14309

TRACT 13200

EAST GATES

MOJAVE RIVER

PCL 6
PM 8633

STREET OWNERSHIP LEGEND

 JESS RANCH MASTER ASSOCIATION

 PULTE HOMES, INC.

① PORTION OF JESS RANCH PARKWAY DEDICATED TO THE PUBLIC ON PARCEL MAP 9651

SCALE 1" = 600'



EXHIBIT "E-1"

FEE SEGMENT OF JESS RANCH PARKWAY

EXHIBIT "E-1"
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY IN THE TOWN OF APPLE VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

LOT "BB" OF TRACT NO. 15376-1 AS RECORDED IN BOOK 250 OF MAPS, PAGES 42 THROUGH 44 INCLUSIVE, RECORDS OF SAID COUNTY.

PARCEL 2

LOT "CC" OF TRACT NO. 15376-2 AS RECORDED IN BOOK 255 MAPS, PAGES 18 THROUGH 20 INCLUSIVE, RECORDS OF SAID COUNTY.


PARCEL 3

LOT "EE" OF TRACT NO. 15376-3 AS RECORDED IN BOOK 255 OF MAPS, PAGES 21 THROUGH 23 INCLUSIVE, RECORDS OF SAID COUNTY.

COMBINED PARCELS CONTAINING 2.19 ACRES, MORE OR LESS.

SEE PLAT "E-1" ATTACHED HERETO AND MADE APART HEREOF.

LUDWIG ENGINEERING ASSOCIATES, INC.
PREPARED BY ME OR UNDER MY SUPERVISION


Scott Sturm, PLS 8549 Date 6-16-15



PLAT 'E-1'

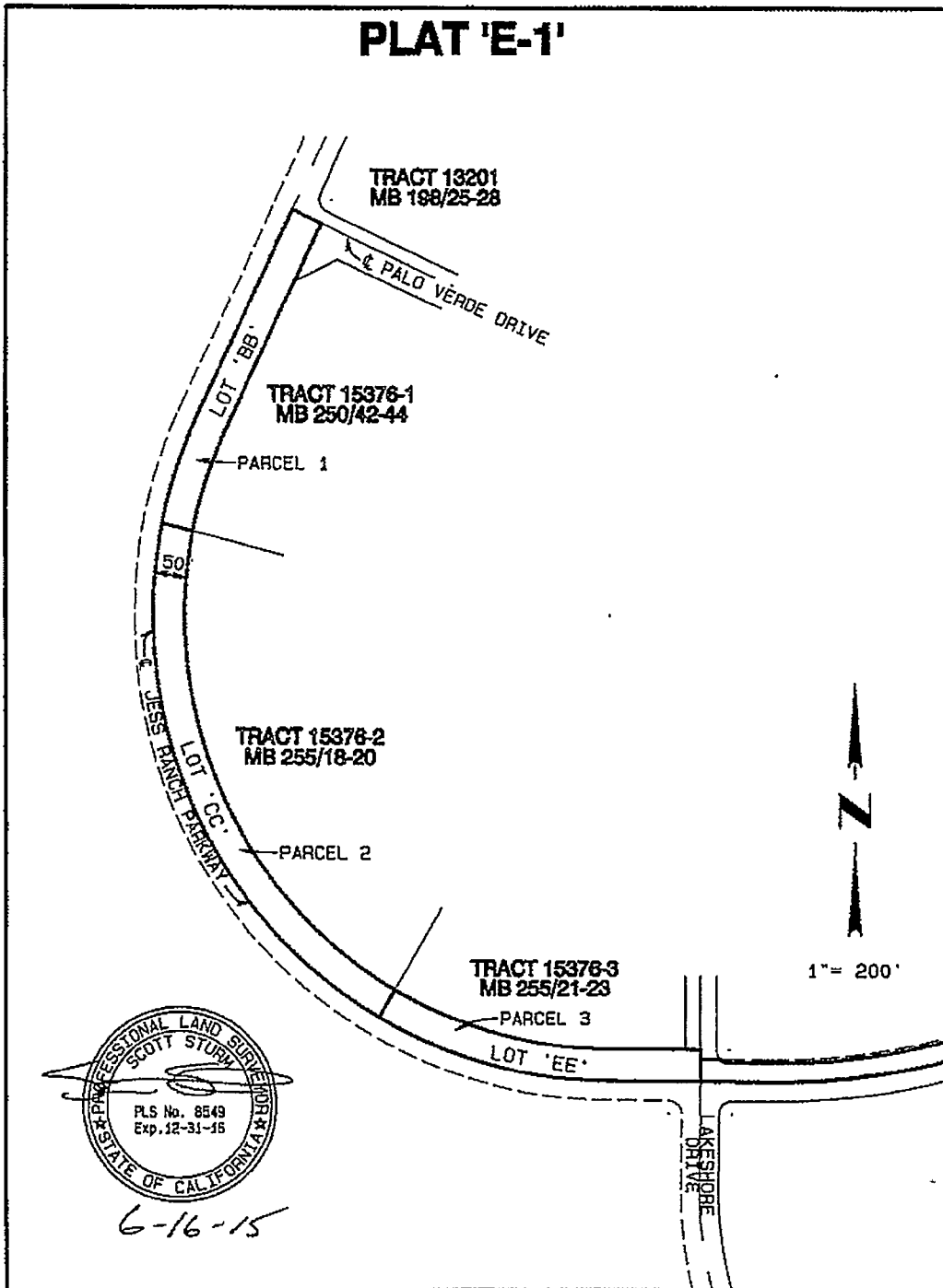


EXHIBIT "E-2"

EASEMENT SEGMENT OF JESS RANCH PARKWAY

EXHIBIT "E-2A"
LEGAL DESCRIPTION

ALL THAT PORTION OF LOT "D", TRACT NO. 13201, IN THE TOWN OF APPLE VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 198 OF MAPS, PAGES 25 THROUGH 28 INCLUSIVE, RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


A STRIP OF LAND LYING 35 FEET AS MEASURED PERPENDICULAR TO AND EASTERLY OF THE WESTERLY LINE (CENTERLINE OF JESS RANCH PARKWAY) OF SAID LOT "D".

EXCEPTING THEREFROM ANY PORTION LYING WITHIN LOT "A" OF SAID TRACT.

CONTAINING 0.34 ACRES, MORE OR LESS.

SEE PLAT "E-2A" ATTACHED HERETO AND MADE APART HEREOF

LUDWIG ENGINEERING ASSOCIATES, INC.
PREPARED BY ME OR UNDER MY SUPERVISION


Scott Sturm, PLS 8549 Date 6-16-15



v:\plns\sr_15917 (pulte apple valley)\jess ranch\survey\jrp and lakestone drive legal\legal description e-2a.doc

PLAT 'E-2A'

PARCEL 10 FMB 115/95-98

TRACT 13201
MB 198/25-28

← JESS RANCH PARKWAY

60'

PORTION OF LOT 'D'

PORTION OF LOT 'A'

← PALO VERDE DRIVE

20'



6-16-15



1" = 60'

EXHIBIT "E-2"

**EXHIBIT "E-2B"
LEGAL DESCRIPTION**

ALL THAT PORTION OF LOT "K", TRACT NO. 14309, IN THE TOWN OF APPLE VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 234 OF MAPS, PAGES 59 THROUGH 66 INCLUSIVE, RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


A STRIP OF LAND LYING 35 FEET AS MEASURED PERPENDICULAR TO AND NORTHERLY OF THE SOUTHERLY LINE (CENTERLINE OF JESS RANCH PARKWAY) OF SAID LOT "K".

EXCEPTING THEREFROM ANY PORTION LYING WITHIN LOT "D" OF SAID TRACT.

CONTAINING 0.75 ACRES, MORE OR LESS.

SEE PLAT "E-2B" ATTACHED HERETO AND MADE APART HEREOF.

LUDWIG ENGINEERING ASSOCIATES, INC.
PREPARED BY ME OR UNDER MY SUPERVISION

 6-16-15
Scott Sturm, PLS 8549 Date



v:\plans\str. 18917 (pulte apple valley)\jess ranch\survey\jrn and lake shore drive legal\legal description e-2b.doc

PLAT 'E-2B'

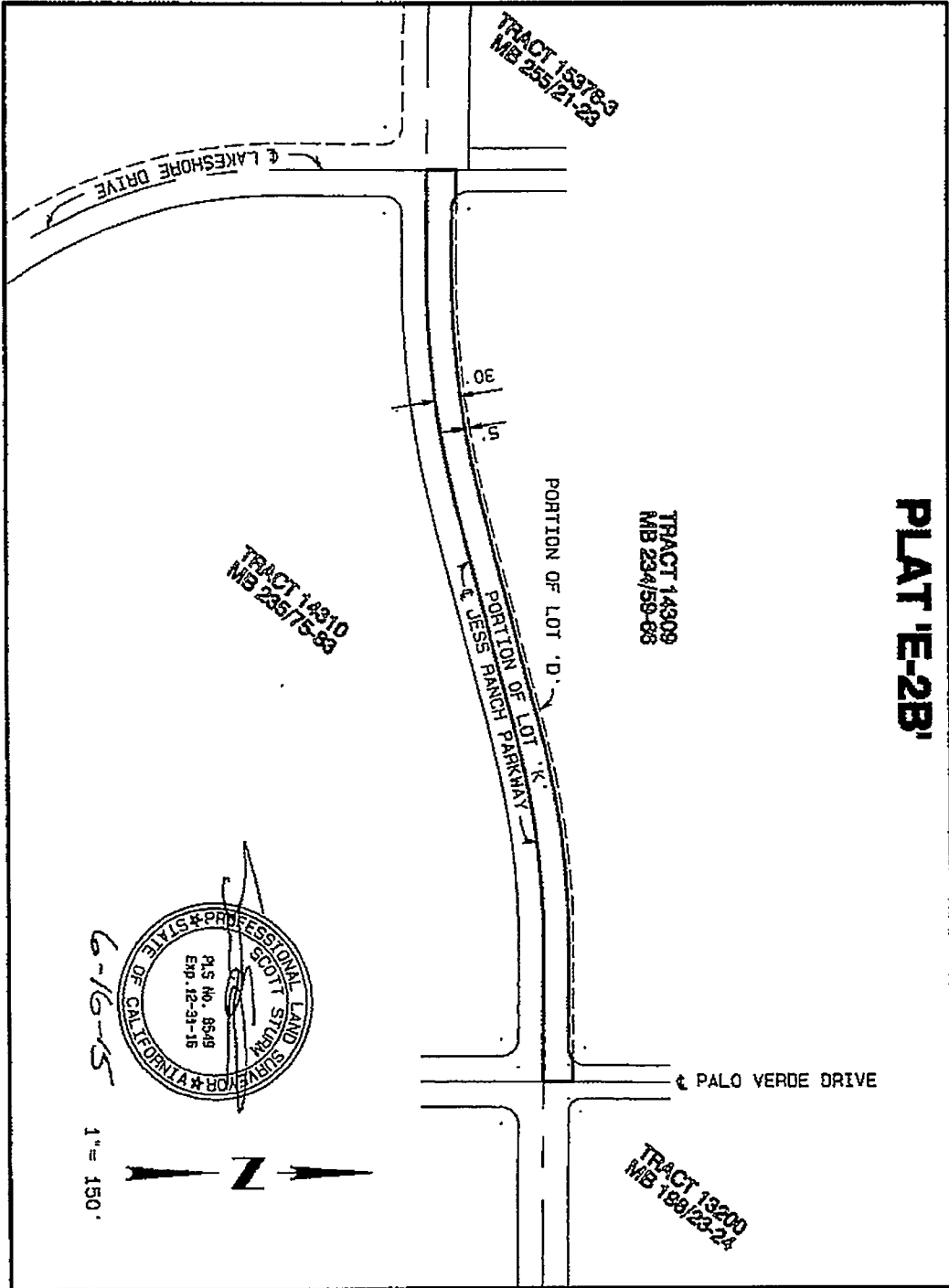


EXHIBIT "E-2"

**EXHIBIT "E-2C"
LEGAL DESCRIPTION**

ALL THAT PORTION OF LOT "A", TRACT NO. 13200, IN THE TOWN OF APPLE VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 198 OF MAPS, PAGES 23 THROUGH 24 INCLUSIVE, RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

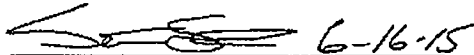
A STRIP OF LAND LYING 35 FEET AS MEASURED PERPENDICULAR TO AND NORTHERLY OF THE SOUTHERLY LINE (CENTERLINE OF JESS RANCH PARKWAY) OF SAID LOT "A".

EXCEPTING THEREFROM ANY PORTION LYING WITHIN LOT "B" OF SAID TRACT.

CONTAINING 0.31 ACRES, MORE OR LESS.

SEE PLAT "E-2C" ATTACHED HERETO AND MADE APART HEREOF.

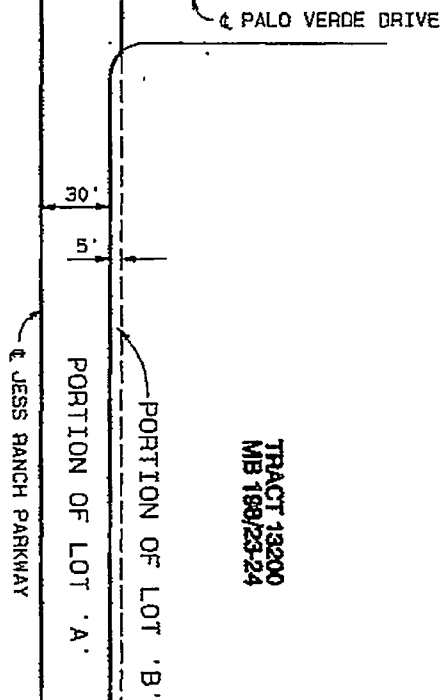
LUDWIG ENGINEERING ASSOCIATES, INC.
PREPARED BY ME OR UNDER MY SUPERVISION


Scott Sturm, PLS 8549 Date 6-16-15

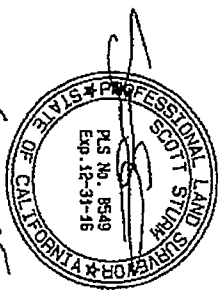


PLAT 'E-2C'

TRACT 13200
MB 198/23-24



TRACT 14310
MB 235/75-83



6-16-15

1" = 60'



EXHIBIT "E-2"

**EXHIBIT "E-2D"
LEGAL DESCRIPTION**

ALL THAT PORTION OF LOT "J", TRACT NO. 14310, IN THE TOWN OF APPLE VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 235 OF MAPS, PAGES 75 THROUGH 83 INCLUSIVE, RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

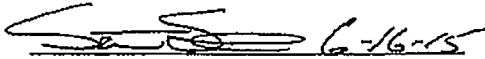
A STRIP OF LAND LYING 35 FEET AS MEASURED PERPENDICULAR TO AND SOUTHERLY OF THE NORTHERLY LINE (CENTERLINE OF JESS RANCH PARKWAY) OF SAID LOT "J".

EXCEPTING THEREFROM ANY PORTION LYING WITHIN LOTS "A" AND "B" OF SAID TRACT.

CONTAINING 1.06 ACRES, MORE OR LESS.

SEE PLAT "E-2D" ATTACHED HERETO AND MADE APART HEREOF.

LUDWIG ENGINEERING ASSOCIATES, INC.
PREPARED BY ME OR UNDER MY SUPERVISION


Scott Sturm, PLS 8549 Date



PLAT 'E-2D'

TRACT 14310
MB 235775-83

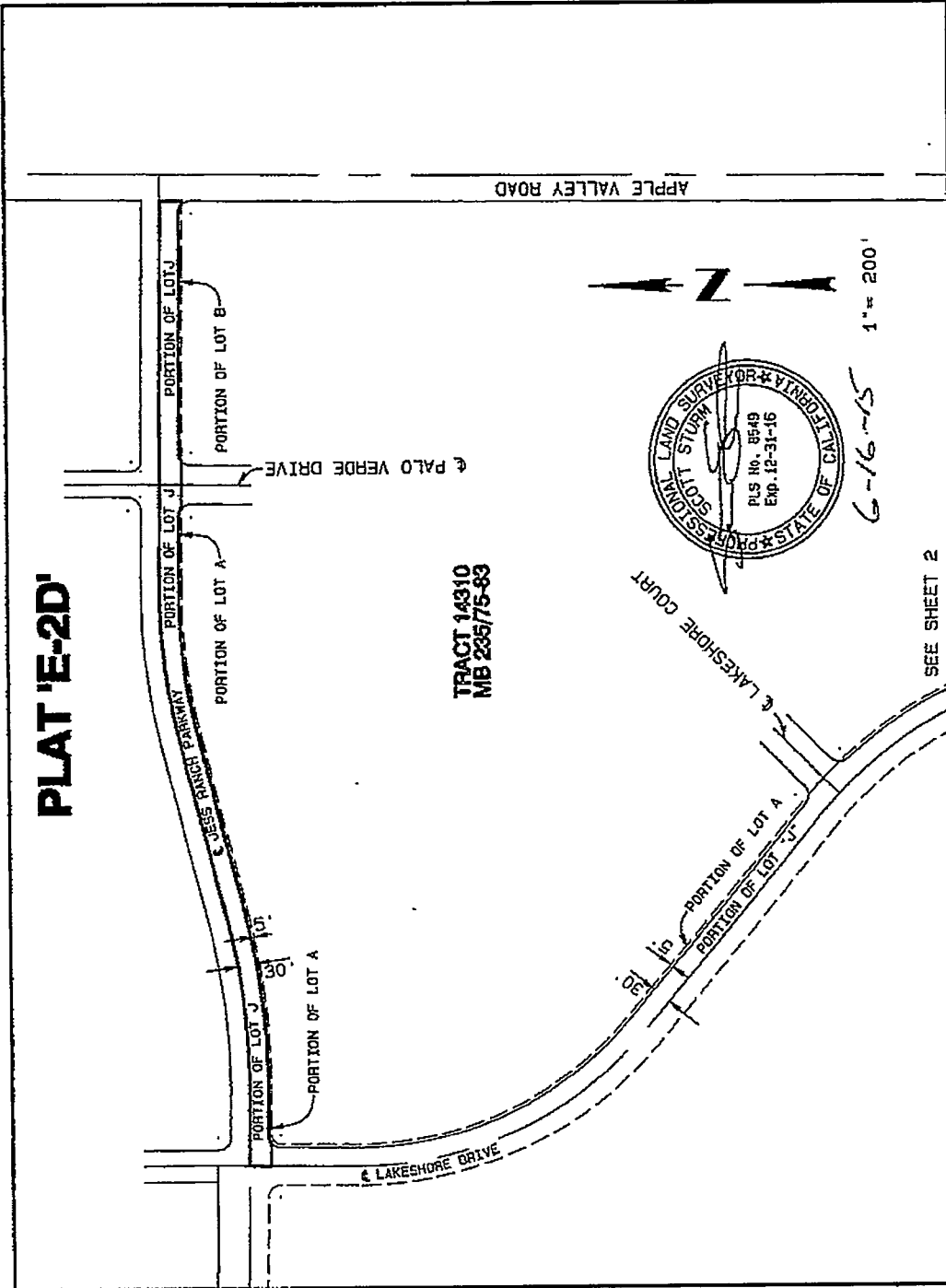


EXHIBIT "F"
SHARED EXPENSES

1. Asphalt
2. Insurance
3. Local License and Inspection Fees
4. Electricity
5. Water
6. Telephone
7. Custodial Area/Restroom
8. Landscape Maintenance
9. Landscape Repairs and Supplies
10. Private Streets, Driveways, Parking Areas
11. HVAC & Mechanical Maintenance
12. Gates (6), Jess Ranch Parkway North Gate and Jess Ranch Parkway East Gate
13. Entry Access System
14. Minor Repairs (i.e., graffiti removal, storm drain maintenance)
15. Pest Control
16. Light Maintenance Service & Supplies
17. Shared Facility Inspections
18. Administration (management, legal services, accounting, miscellaneous office expenses)
19. Transponder Replacement
20. Contingency
21. Reserves for:
 - Paint (Exterior)
 - Paint (Interior)
 - Roof (Concrete Tile)
 - Water heater
 - Exterior Lights
 - Interior Lights
 - Street Lights
 - Hard floors (Tile)
 - Streets & Drives (Asphalt)
 - Heating and Cooling
 - Restrooms—Furnishings/Equipment
 - Furniture
 - Equipment
 - Metal Trellis Structures (Paint and Replace)
 - Metal Fences (Paint and Repair)
 - Block Walls (Paint and Repair)
 - Common Area Doors (2)
 - Motorized Gates (6)
 - Access Control System
 - Irrigation Controllers
 - Tree Trimming
 - Landscaping Refurbishment
 - Entry Monuments

EXHIBIT "F"

Sample
Budget

		Per Unit Per Month	Total Monthly	Total Annual
100 FIXED COSTS				
101	Property Taxes			
102	Corporation Franchise Taxes			
103	Insurance (attach proposal)	0.08	125.00	1,500
104	Local License & Inspection Fees	0.00	6.25	75
105	Estimated Income Taxes			
	100 - SUB TOTAL	0.08	131.25	1,575
200 OPERATING COSTS				
201	Electricity (attach worksheet)	0.44	715.96	8,592
	Leased Street Lights			
202	Gas (attach worksheet)			
203	Water (attach worksheet)	0.45	738.67	8,864
204	Sewer/Septic Tanks (include if not in 203)			
205	Cable TV/Master Antennas/Internet			
206	Common Area Telephone Services	0.04	70.00	840
207	Custodial Area: 800 sf			
	Number of Restrooms	0.03	50.00	600
208a	Landscape Maintenance: (See page 15)	0.86	1,420.00	17,040
208b	Landscape Minor Repairs and Supplies			
209	Refuse Disposal			
	Vendor Name:			
	Telephone Number:			Included in 207
210	Elevators			
	Number:	Type:		
211	Private Streets, Driveways, Parking Areas			
	Acres: 5.38	0.25	403.58	4,843
212	HVAC & Mechanical Maintenance			
	Area: 800 sf	0.01	20.00	240
213	Swimming Pool/Spa/Fountain Maintenance, Monitors			
	No. of Pools:	sf		
	No. of Spas:	sf		
	No. of Fountains:	sf		
	Pool Monitors			
214	Tennis and Multi-Purpose Courts			
	Number:			
215	Access Control			
	No. of Gates:	Type: Sliding		
	No. of Gates: 6	Type: Swinging	0.33	540.00
	No. of Entry Access Systems: 2		0.06	100.00
	Gate Staff & Patrol Service			1,200
216	Reserve Study	0.02	27.78	333

Sample budget used for initial budget calculations only.

200 OPERATING COSTS (Continued)	Per Unit Per Month	Total Monthly	Total Annual
217. Miscellaneous			
Minor Repairs (i.e. graffiti removal, storm drain maintenance)	0.09	150.00	1,800
Pest Control	0.03	51.88	623
Light Maintenance Service & Supplies	0.13	219.58	2,635
Maintenance/Facility Staff			
Fire Sprinklers, Fire Alarms, and Fire Extinguishers			
Lake Maintenance Contract			
Lake Maintenance - Extras/Supplies			
Common Area Inspections and Maintenance Manual Updates	0.02	25.00	300
200 - SUB TOTAL	2.76	4,532.45	54,389
300 RESERVES			
301-313 (attach reserve worksheets)	2.11	3,463.55	41,563
300 - SUB TOTAL	2.11	3,463.55	41,563
400 ADMINISTRATION			
401. Management ITs	0.18	300.00	3,600
402. Legal Services	0.03	41.67	500
403. Accounting	0.05	83.33	1,000
404. Education			
405. Miscellaneous Office Expense	0.02	25.00	300
406. Administrative Staffing			
407. Social/Community Activities			
408. Intrares Website			
400 - SUB TOTAL	0.27	450.00	5,400
TOTAL (100-400)	5.22	8,577.25	102,927
500 CONTINGENCY			
501. New Construction - 3%	0.17	272.75	3,273
502. Contingency 5%			
503. Revenue Offsets			
500 - SUB TOTAL	0.17	272.75	3,273
TOTAL BUDGET	5.38	8,850.00	106,200
Solera Apple Valley - 822 units	50.00%	4,425.00	53,100
Leisure Village - 822 units	50.00%	4,425.00	53,100

Sample budget used for initial budget calculations only.

Item	(1) * Sq. Ft. or number	(2) * Unit Cost HOA Manual	(3) * Replacement Cost	(4) * Remaining Life	Yearly Reserve Columns 1 & 2 or 3 & 4	Cost Per Unit Per Month
Paint - Exterior Common Area Bldgs.	1,280	\$0.16			201.60	0.01
Paint - Interior Drywall	2,480	\$0.16			393.60	0.02
Roof - Type: Concrete Tile	1,058	\$0.08			88.67	0.00
Roof - Type: Flat						
Water Heater	1	\$90.00			90.00	0.00
Exterior Lights	65	\$9.00			585.00	0.03
Street Lights	23	\$100.00			2,300.00	0.12
Hard Floors - Type: Tile	800	\$0.22			176.00	0.01
Carpets						
Wall Paper						
Streets & Drives - Asphalt	234,400	\$0.10			23,440.00	1.19
Heating & Cooling	1	\$200.00			200.00	0.01
Pool Re-plaster						
Pool Heater						
Pool Filter						
Spa Re-plaster						
Spa Heater						
Spa Filter						
Pool/Spa Fountain Pumps						
Fountain Repair/Refurbish						
Lake Pumps						
Lake - Filters						
Lake - Cleaning/Repairs						
Furnishings/Equipment - Restrooms			5,000	25	200.00	0.01
Furniture Rec. Bldgs./Entry Kiosks			20,000	5	4,000.00	0.20
Equipment: Rec. Bldgs./Entry Kiosks			30,000	14	2,142.86	0.11
Furn. Equip.: Pool Furniture						
Furn./Equip.: Exterior Rec. Furniture						
Furn./Equip.: Tennis/Sport Courts						
Furn./Equip.: Tot Lots						
Metal Trellis Structures: Paint	2,000	\$0.30			600.00	0.03
Metal Trellis Structures: Repair/Replace	600	\$15.00	7,500	25	300.00	0.02
Walls: Paint						
Walls (repair) - Block/Retaining						
Metal Fences (FF): Paint	2,340	\$0.45			1,053.00	0.05
Metal Fences (FF): Repair	195	\$2.00			390.00	0.02
Mailboxes						
Common Area Doors	2	\$250.00	500	20	25.00	0.00
Outdoor Fireplace: Refurbish						
Motorized Gates	6	\$405.00			2,430.00	0.12
Access Control System	2	\$3,000.00	6,000	12	500.00	0.03
Entry Monuments			30,000	25	1,200.00	0.06
Decomposed Granite Trail						
Irrigation Controllers	1	\$2,500.00	2,500	12	208.33	0.01
Tree Trimming	89	\$35.00	3,115	3	1,038.33	0.05
Landscape Refurbishment		\$0.02				
TOTAL RESERVES					41,562.60	2.11

Sample budget used for initial budget calculations only.



BOB DUTTON
ASSESSOR - RECORDER - CLERK

P Counter

Doc# 2018-0357284



Titles	1	Pages	6
Fees			29.00
Taxes			0.00
CA SB2 Fee			75.00
Others			0.00
Paid			\$104.00

RECORDING REQUESTED BY

Ruth Gallarzo

AND WHEN RECORDED MAIL DOCUMENT TO:

Jess Ranch and Sun City

NAME

STREET ADDRESS

19280 Jess Ranch Pkwy

CITY, STATE & ZIP CODE

*Apple Valley
CA 92308*

SPACE ABOVE FOR RECORDER'S USE ONLY

Agreement

Title of Document

**THIS AREA FOR
RECORDER'S
USE ONLY**

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE PUBLIC RECORD, CONSISTING OF -6- PAGES, ON FILE IN THIS OFFICE.
(SEAL SHOULD APPEAR IN PURPLE INK).

January 17, 2019


BOB DUTTON
ASSESSOR-RECORDER-CLERK
SAN BERNARDINO COUNTY, CA





01-90552

**ADDENDUM TO
EASEMENT, MAINTENANCE AND COST SHARING AGREEMENT**

This Addendum to the EASEMENT, MAINTENANCE AND COST SHARING AGREEMENT recorded December 21st, 2015 as Document No. 2015-055315 in the Official Records of the County of San Bernardino ("Agreement") is made and entered into by and between the Solera at Apple Valley Community Association, dba Sun City Apple Valley Community Association, a California nonprofit mutual benefit corporation ("SCAVCA") and the Jess Ranch Master Association, a California nonprofit mutual benefit corporation ("JRMA"), as of January 1, 2018, with reference to the facts set forth below.

RECITALS

On December 5, 2017, the parties to the Agreement met to address provisions that were at issue pertaining to the terms of said Agreement. Based on that meeting, the parties met on December 12, 2017 and mutually agreed to the following amendment to Article 5, Sections 5.2.1 and adding Section 5.5 to the Agreement as follows;

Article 5.2.1 shall be amended to state that JRMA has the right to have two directors meet with Pulte or SCAVCA (as appropriate) each year to prepare a proposed budget for the subsequent calendar year. JRMA shall have the right to contribute to the content of the budget or SCAVCA is required to consider JRMA's input in preparation of the proposed budget. SCAVCA shall prepare the proposed budget and JRMA will still have a thirty (30) day review and comment period on the proposed budget ("Budget Review Period). JRMA is entitled to disapprove the budget as set forth in Article 5.2.1. JRMA and SCAVCA agree to meet bi-annually to review maintenance and expenditures pursuant to the Agreement. The balance of Article 5.2.1 shall remain the same.

Article 5.5 shall be added to the Agreement and shall read as follows:

1) Upon completion of the improvement of Jess Ranch Parkway from Palo Verde Drive (closest to gate 2) to Old Apple Valley Road, Cost Share Agreement will maintain the median landscape, including replacement as needed as part of this Agreement.

2) Pulte did not separate the watering of Jess Ranch Parkway from the Sun City common area watering system and Jess Ranch common area water systems. As a result, Cost Share Agreement has agrees to pay a percentage of two water meters that provide water to Jess Ranch Parkway up to Palo Verde East. The Cost Share Agreement shall pay a percentage of one water meter that waters the median from Palo Verde East to Old Apple Road.

SCAVCA water meters:

Meter # 1 number is # 8906443 Account #151445 Customer #163256

Address – Cascade/Jess Ranch by Gateway Monument

Meter # 2 number is # 08358385 Account #133930 Customer # 163256

Address – Lakeshore Drive and Doral

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE PUBLIC RECORD, CONSISTING OF 6 PAGES, ON FILE IN THIS OFFICE. (SEAL SHOULD APPEAR IN PURPLE INK).

January 17, 2019


BOB DUTTON
ASSESSOR-RECORDER-CLERK
SAN BERNARDINO COUNTY, CA



01-90551

Cost Share Agreement to pay 21 % of the two 2 meters with the balance paid by SCAVCA. The Cost Share Agreement will be billed every six months.

JRMA is paying for the water along Jess Ranch Parkway from Palo Verde East to Old Apple Valley Rd. JRMA water meter:

Meter # 3707793 Account #016154

Cost Share Agreement will pay 20% of this meter, JRMA will pay the balance. The Cost Share Agreement will be billed every six months.

Pulte did not separate the electrical service from Jess Ranch at Gate 1 or 2. JRMA will bill Cost Share Agreement for their share of the electrical services at the gates. Cost Share Agreement agrees to pay a percentage of the electrical service.

Meter # 1 – Gate1

The meter # 22012-617984 Account # 3-043-0548-51

JRMA will be responsible for 20% of these charges with the remaining 80% to be paid by the Cost Share Agreement. The Cost Share Agreement will be billed every six months.

Meter # 2 – Gate 2

The meter # 222013-602158 Account # 3-003-7097-38

JRMA will pay for 80%, Cost Share Agreement will pay remaining 20%. The Cost Share Agreement will be billed every six months.

The balance of the Agreement shall remain the same.

IN WITNESS WHEREOF, this Addendum to the Agreement has been made and executed the date first above written.

JRMA ASSOCIATION:

THE JESS RANCH MASTER ASSOCIATION, a California non-profit mutual benefit corporation.

Name: *Larry Colson* Title: *PRESIDENT*

Signature: *Larry Colson* Date: *8-10-18*

Name: *Cory Wind* Title: *TREASURER*

Signature: *Cory Wind* Date: *9/10/18*

*See Attached
Notarial Document*

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE PUBLIC RECORD, CONSISTING OF 6 PAGES, ON FILE IN THIS OFFICE. (SEAL SHOULD APPEAR IN PURPLE INK).

January 17, 2019


BOB DUTTON
ASSESSOR-RECORDER-CLERK
SAN BERNARDINO COUNTY, CA



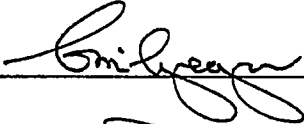


01-90550


SCAVCA:

SOLERA AT APPLE VALLEY COMMUNITY ASSOCIATION, DBA SUN CITY APPLE VALLEY COMMUNITY ASSOCIATION, a California non-profit mutual benefit corporation

Name: COLIN MCGREGOR Title: PRESIDENT

Signature:  Date: SEPT 10, 2018

Name: FRANCES Pairette Title: Secretary

Signature:  Date: Sept 10, 2018

*See Attached
Notarial Document*

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE PUBLIC RECORD, CONSISTING OF 6 PAGES, ON FILE IN THIS OFFICE. (SEAL SHOULD APPEAR IN PURPLE INK).

January 17, 2019


BOB DUTTON
ASSESSOR-RECORDER-CLERK
SAN BERNARDINO COUNTY, CA



01-90549

California All-Purpose Certificate of Acknowledgment

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

State of California

County of San Bernardino

s.s.

On 09/10/2018 before me, Devon L Mannex, Notary Public

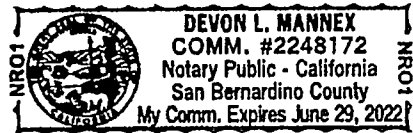
personally appeared Larry E. Colson

Corey J. Wind

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

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

WITNESS my hand and official seal.



Devon L Mannex

OPTIONAL INFORMATION

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled for the purpose of Addendum to Easement, Maintenance & Cost Sharing Agreement containing 5 pages, and dated 09/10/2018 including 2 acknowledgments

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other:

representing: _____

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # 25 Entry # 5-8

Notary contact: (909) 725-7494

Other

- Additional Signer Signer(s) Thumbprints(s)

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE PUBLIC RECORD, CONSISTING OF 10 PAGES, ON FILE IN THIS OFFICE. (SEAL SHOULD APPEAR IN PURPLE INK).

January 17, 2019


BOB DUTTON
ASSESSOR-RECORDER-CLERK
SAN BERNARDINO COUNTY, CA



01-90548

California All-Purpose Certificate of Acknowledgment

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

State of California

County of San Bernardino

s.s.

On 09/10/2018 before me, Devon L. Mannex, Notary Public

personally appeared Colin McGregor

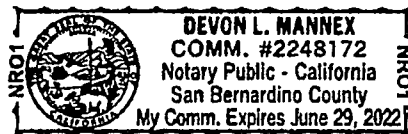
Frances L. Payette

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

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

WITNESS my hand and official seal.

Devon L. Mannex



OPTIONAL INFORMATION

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- Corporate Officer(s) _____

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

Notarial event is detailed in notary journal on:

Page # 25 Entry # 5-8

Notary contact: (909) 725-7444

Other

- Additional Signer
- Signer(s) Thumbprints(s)
- _____

Copies for Board/Address

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE PUBLIC RECORD, CONSISTING OF 6 PAGES, ON FILE IN THIS OFFICE. (SEAL SHOULD APPEAR IN PURPLE INK).

January 17, 2019


BOB DUTTON
ASSESSOR-RECORDER-CLERK
SAN BERNARDINO COUNTY, CA



PS

01-90547