

Recording Requested By  
First American Title NHS

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE COMPANY

AND WHEN RECORDED MAIL TO:

JACKSON, DEMARCO, TIDUS  
& PECKENPAUGH (SLM)  
2030 Main Street, Suite 1200  
Irvine, CA 92614

DOC # 2005-1023773

12/12/2005 08:00A Fee:58.00

Page 1 of 18

Recorded in Official Records  
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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NOTICE OF ANNEXATION

(Barrington Heights)

(Phase 5, Tract No. 29072 (Ashton Hills))



58

DRE 2973-00

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE  
LEGAL DESCRIPTION OF THE ANNEXED PROPERTY ON PAGE 2

THIS INSTRUMENT IS RECORDED IN THE COUNTY OF  
RIVERSIDE AT THE REQUEST OF FIRST AMERICAN TITLE  
COMPANY AS AN ACCOMODATION ONLY. IT HAS NOT  
BEEN EXAMINED AS TO IT'S EXECUTION OR AS TO ITS  
EFFECT UPON THE TITLE

RECORDING REQUESTED BY:  
FIRST AMERICAN TITLE COMPANY

AND WHEN RECORDED MAIL TO:

JACKSON, DEMARCO, TIDUS  
& PECKENPAUGH (SLM)  
2030 Main Street, Suite 1200  
Irvine, CA 92614

DOC # 2005-0802501

09/28/2005 08:00A Fee:48 00

Page 1 of 14  
Recorded in Official Records  
County of Riverside

Larry W. Ward  
Assessor, County Clerk & Recorder



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**NOTICE OF ANNEXATION**  
**(Barrington Heights)**  
**(Phase 5, Tract No. 29072 (Ashton Hills))**

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DR# - 2969-000

This Notice of Annexation ("Notice of Annexation") is made by PULTE HOME CORPORATION, a Michigan corporation ("Declarant"), who is the owner of the real property being annexed herein. Pulte is the successor to BARRINGTON HEIGHTS, LLC, a California limited liability company ("Former Declarant"), the Declarant under the Declaration (defined below) and was assigned the Declarant rights pursuant to that certain Designation of Declarant and Assignment of Declarant Rights Under Declaration of Establishment of Conditions, Covenants And Restrictions For Barrington Heights, recorded on July 15, 2004, as Instrument No. 2004-0549406, in the Official Records of Riverside County.

PREAMBLE

WHEREAS, on March 12, 2003, the Former Declarant recorded that certain Declaration of Establishment of Conditions, Covenants and Restrictions for Barrington Heights, as Instrument No. 2003-175265, of Official Records in the Office of the County Recorder of Riverside County, as amended (the "Declaration"); and

WHEREAS, the Declaration encumbered that certain real property described as:

LOTS 8 THROUGH 51, INCLUSIVE, OF TRACT NO. 29072-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 324, PAGES 90 TO 93, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; and

WHEREAS, Article 15 of the Declaration provides that the Annexable Property (as described in the Declaration) may be annexed by Declarant and become subject to the provisions of the Declaration and the jurisdiction of the Barrington Heights Homeowners' Association upon

THIS INSTRUMENT IS RECORDED IN THE COUNTY OF RIVERSIDE AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY AS AN ACCOMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE

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the execution and recordation of a Notice of Annexation. The portion of the Annexable Property to be annexed at this time under said Article 15 (the "Annexed Property") is described as follows:

LOTS 1 THROUGH 38, INCLUSIVE, OF TRACT NO. 29072, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 385, PAGES 90 TO 94, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; and LOT 90 OF TRACT NO. 29072-3, RECORDED IN BOOK 364, AT PAGES 89 TO 93 OF MAPS IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER.

WHEREAS, Declarant is entitled to cause the annexation of the Annexed Property to the real property subject to said Declaration, by the execution and recordation of the within Notice of Annexation; and

WHEREAS, by this Notice of Annexation, Declarant hereby intends to cause the Annexed Property to be annexed to the Property as a Phase of the Property to become subject to the conditions, covenants, restrictions, and other matters contained in the Declaration, upon the terms and conditions stated herein.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Definitions. All capitalized words and phrases used herein and not otherwise defined in this Notice of Annexation shall have the meaning given them in the Declaration. Notwithstanding anything in the Declaration to the contrary, from and after the date of recordation of this Notice of Annexation, all references in the Declaration to the "Property" shall be deemed to include the Annexed Property. All references to a "Lots" shall be deemed to include the Lots contained within the Annexed Property.

2. Annexation of Annexed Property. Declarant hereby declares that the Annexed Property shall be held, sold, leased, conveyed, transferred and used subject to the terms, covenants, conditions, restrictions, easements and other provisions of the Declaration, including subsequent amendments thereto, subject to the terms and conditions contained in this Notice of Annexation. The provisions of the Declaration, as amended, are incorporated herein by reference and made a part hereof. The provisions of this Notice of Annexation shall run with the Annexed Property and shall be binding on and for the benefit of Declarant, its successors and assigns, and all subsequent Owners of all or part of the Annexed Property, together with their assignees, lessees, successors, heirs, executors, administrators, devisees and assigns.

3. Common Area. The Common Area within the Annexed Property shall consist of Lot 90 of Tract No. 29072-3, as shown on that certain Subdivision Map recorded on September 29, 2004, in Book 364, at Pages 89 to 93 of Maps in the Office of the Riverside County Recorder. The Common Area will be conveyed to the Association upon the closing of the first sale of a Lot within the Annexed Property to a member of the general public.

4. Association Maintenance Areas. The Association Maintenance Areas in the Annexed Property shall consist of the following:

a) An easement for access to and maintenance of a first flush basin over a portion of Parcel 1 of Parcel Map No. 18445, as shown by Map on file in Book 126, Pages 81 through 82, inclusive of Parcel Maps, in the Office of the Riverside County Recorder, California, as more particularly described in that certain Grant of Easement recorded on December 4, 2004 as Instrument No. 2004-0976563 of Official Records ("Official Records"), in the Office of the Riverside County Recorder.

b) Easements for maintenance of the Conservation Property, consisting of portions of (i) Lots 10 and 11 of Tract No. 29072 and (ii) Lots 87 of Tract No. 29072-3, as shown on that certain Subdivision Map recorded on September 29, 2004, in Book 364, at Pages 89 to 93, inclusive, of Maps, in the Office of the Riverside County Recorder, as approximately depicted on the drawing attached hereto as *Exhibit A*.

5. Fuel Modification Zones. The Fuel Modification Zones on the private Lots within the Annexed Property are depicted on the drawing attached hereto as *Exhibit B*.

6. Cross Lot Drainage Easements. The Lots in the Annexed Property include appurtenant easement rights for cross lot drainage over other Lots in the Annexed Property, and are also subject to easements for cross lot drainage, access, maintenance and repair, as more particularly described in a separately recorded document entitled "Supplemental Declaration of Covenants, Conditions, Restrictions and Easements Regarding Drainage for Barrington Heights (Phase 5, Tract No. 29072 (Ashton Hills))."

7. Membership in Association. Each purchaser from Declarant of one (1) or more Lots within the Annexed Property pursuant to a Final Subdivision Public Report covering the Annexed Property shall become an "Owner" as defined in the Declaration and shall automatically become a Member of the Association.

8. Assessment Obligations. The rights, obligations and easements of Owners of Lots located in the Annexed Property shall be as specified in the Declaration. The assessments provided for in the Declaration shall commence as to all of the Lots in the Annexed Property on the first day of the month following the close of the first sale of a Lot by Declarant in the Annexed Property.

9. Dispute Resolution. All residential Lots in the Annexed Property shall be subject to the following Agreement and Dispute Resolution procedures in lieu of the dispute resolution procedures set forth in the Declaration with respect solely to disputes between Owners and Declarant and/or Declarant Parties (defined below):

9.1 Warranty. As used in this Notice of Annexation, the following terms shall have the meanings described below.

9.1.1 Definitions.

(a) Components: "Components" means cabinets, mirrors, flooring, interior and exterior walls, wall coverings, countertops, paint finishes and trim constructed by Declarant Parties; provided, however, Components do not include items not

manufactured by Declarant Parties, including, but not limited to, air conditioners, water heaters, ranges, dishwashers, etc.

(b) Deficiency: "Deficiency" means the Fit and Finish of a Component does not meet standards of quality as measured by acceptable trade practices or applicable industry standards, subject to the terms, conditions and exclusions of the Warranty.

(c) Fit and Finish: "Fit and Finish" means the non-structural, cosmetic appearance or alignment of the Components, subject to the terms, conditions and exclusions of the Warranty.

(d) Home Care Guide: "Home Care Guide" means the maintenance manual provided by Declarant to an Owner which, sets forth the obligations of the Owner for maintenance of the Residence and a schedule for such required maintenance.

(e) Purchase Agreement: "Purchase Agreement" means the Purchase Agreement signed by Declarant and Owner on or after January 1, 2003 for the purchase of the Residence.

(f) Unforeseen Acts of Nature: "Unforeseen Acts of Nature" means a weather condition, earthquake, or manmade event such as war, terrorism or vandalism, in excess of the design criteria expressed by the applicable building codes, regulations and ordinances in effect at the time of original construction.

(g) Warranty: "Warranty" means the Fit and Finish warranty regarding the Residence as provided in Section 9.1.2 of this Notice of Annexation.

(h) Warranty Period: "Warranty Period" means ONE YEAR from the Close of Escrow for the sale of a Residence.

9.1.2 Warranty. Declarant warrants the Fit and Finish of the Components to be free from Deficiencies during the Warranty Period, subject to the exclusions in Section 9.1.4 below.

#### 9.1.3 Scope of Warranty.

(a) Declarant's Performance. During the Warranty Period, Declarant shall, within a reasonable amount of time, if repair or replacement is appropriate under the Warranty, repair or replace the affected Components at no charge to Owner. The decision whether to repair or replace the Components shall be within the sole discretion of Declarant.

(b) Repair Materials/Subcontractors. All repairs or replacements shall be made with materials or components identical to, or of an equal or better grade or quality than the materials or components used in the original construction of the Residence. Declarant has the right to choose the specific materials and components that the subcontractors use for repair or replacement work in its sole discretion. It is likely that there will be color and texture variations with the new materials.

(c) Assignment of Other Insurance and Warranties. In the event Declarant repairs, replaces or pays the cost of repairing or replacing any Deficiency covered by the Warranty for which Owner is covered by any other insurance or warranty, Owner hereby assigns to Declarant all rights, proceeds or payments under such other insurance or warranty to the extent of the actual cost of repair or replacement incurred by Declarant, and hereby authorizes Declarant to file a claim against any insurance or warranty on Owner's behalf. Owner shall cooperate with Declarant, at no out-of-pocket cost to Owner, with respect to such claim. To the extent permitted by Owner's insurance, Owner agrees to look only to such Owner's insurance coverage for covered claims and to waive any right of subrogation to the extent of such insurance.

(d) DISCLAIMER OF IMPLIED WARRANTIES. EXCEPT FOR THIS WARRANTY, DECLARANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND ANY WARRANTY THAT THE CONSTRUCTION OR DESIGN OF THE RESIDENCE WAS COMPLETED IN A REASONABLY WORKMANLIKE MANNER.

(e) LIMITATION OF AVAILABLE REMEDIES. OWNER AGREES THAT THE SOLE AND EXCLUSIVE REMEDIES FOR THE BREACH OF THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF THE COMPONENT. OWNER OTHERWISE AGREES TO ASSUME ALL RISKS ARISING FROM A BREACH OF WARRANTY, INCLUDING BUT NOT LIMITED TO, ALL ECONOMIC, CONSEQUENTIAL AND EMOTIONAL DISTRESS DAMAGES. EXCEPT FOR THE REPAIR OR REPLACEMENT OF THE COMPONENT, DECLARANT SHALL NOT OTHERWISE BE LIABLE FOR ANY DAMAGE FOR BREACH OF THE WARRANTY. REPAIR OR REPLACEMENT UNDER THE WARRANTY IS EXPRESSLY CONDITIONED UPON DECLARANT, OR ITS AUTHORIZED AGENT, BEING GRANTED A REASONABLE OPPORTUNITY TO REPAIR OR REPLACE SUCH COMPONENT AND DECLARANT, OR ITS AUTHORIZED AGENTS, AND NOT OWNER, SHALL DETERMINE THE MATERIAL AND METHODS TO BE USED IN EFFECTING SUCH REPAIR OR REPLACEMENT.

9.1.4 Exclusions. The following are not covered by this Warranty:

(a) Wear and Tear. Damage to the Components due to ordinary wear and tear.

(b) Owner's Failure to Properly Maintain. Any Deficiency, loss or damage caused by lack of reasonable care and maintenance, failure the Declarant's or a manufacturer's Home Care Guide, maintenance schedule, recommendations or commonly accepted Owner maintenance obligations. Declarant has provided Owner with a description and list of suggested Owner's care and maintenance items and procedures in the Home Care Guide and a schedule for such maintenance. From time to time, Declarant may perform a maintenance task for the benefit of Owner at no charge; however, performing a task on one (1) or more occasions does not imply or require that Declarant will perform a similar task at a later date, nor shall such performance be deemed to extend the Warranty Period.

(c) Casualties or Unforeseen Acts of Nature. Any Deficiency, loss or damage caused by Unforeseen Acts of Nature, casualties normally covered by homeowner's insurance, or any other cause not under the control of Declarant such as fire, smoke, explosion, water escape, fluctuations in water pressure, flood, insects, and falling trees. Damage of this sort may be covered by your homeowner's insurance. You should contact your insurance carrier within twenty-four (24) hours of the occurrence of any such damage.

(d) Abuse of Residence or Lot. Damage caused either by the misuse, abuse, neglect or the use of the Residence or Lot in a manner for which the Residence or Lot was not designed or intended.

(e) Materials Furnished by Owner. Any Deficiency caused by materials furnished or work done by or at the request of Owner, including any work done by anyone other than Declarant or the employees, agents or subcontractors expressly selected by Declarant.

(f) Variations in Natural Materials. Variations in natural materials, such as stone, marble, wood grain and color of stained wood used in cabinets, paneling, siding, doors and wood trim. These variations are inherent characteristics of natural materials and are not a Deficiency.

(g) Failure to Give Timely Notice. Any Deficiency, loss or damage caused or exacerbated by Owner's failure to timely notify Declarant of any Deficiency.

(h) Failure to Mitigate Damages. Any Deficiency, loss or damage caused or exacerbated by Owner's failure to minimize or prevent damages in a timely manner.

(i) Refusal to Allow Repair. Any Deficiency, loss or damage caused by Owner's failure to allow reasonable and timely access for inspections and repairs.

(j) Owner or Third-Party Negligence. Any Deficiency, loss or damage caused or exacerbated by the negligence of Owner (or Owner's agent, employee, subcontractor, independent contractor, or consultant) or a third party.

(k) Successful Repair. Any Deficiency which has been successfully repaired or corrected.

(l) Released Violation. Any Deficiency, for which liability has been released by Owner pursuant to a release agreement with Declarant, a manufacturer or any other third party.

(m) Warranty Period. Any Deficiency that occurs after the Warranty Period.

(n) Statutory Claims. Any claims for Deficiencies, loss or damage governed by California Civil Code Sections 895 through 897 and Sections 910 through 938.

9.1.5 Claims Not Covered by Warranty. If Declarant determines that a particular claim is not covered by the Warranty, Declarant shall provide Owner with a notification describing why Owner's claim is not covered. Failure to send such a notice shall not be deemed evidence that a claim is a covered Deficiency. If a claim is governed by California Civil Code, Section 895, et seq., the non-adversarial procedures described in the Addendum to the Purchase Agreement (titled Functionality Standards and Non-Adversarial Procedure for Statutory Construction Claims) shall apply to such claim, instead of the procedures set forth in Section 1 of this Notice of Annexation.

9.2 Dispute Resolution. All disputes arising under Section 8.1 of this Notice of Annexation as well as any controversy, claim, cause of action, liability or dispute arising out of or in any way related to the Declaration (excluding enforcement thereof and Assessment issues), this Notice of Annexation or any defective design or construction of the Residence, including without limitation, claims for breach of contract, express or implied warranty, strict liability, negligence, nuisance, statutory violation, misrepresentation, and/or fraud (collectively, "Claims"), and involving Declarant Parties shall be resolved by binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code). The Federal Arbitration Act is designed to encourage use of alternative methods of dispute resolution that avoid costly and potentially lengthy traditional court proceedings. The dispute resolution procedure in this Section 2 is to be interpreted and enforced as authorized by the Federal Arbitration Act. Parties interpreting this Section shall follow the federal and state court rulings that provide, without limitation, that the Federal Arbitration Act (a) is a congressional declaration of a liberal federal policy favoring arbitration agreements, notwithstanding substantive or procedural state policies to the contrary, (b) requires that federal and state courts rigorously enforce agreements to arbitrate, (c) requires the scope of this alternative dispute resolution agreement be interpreted broadly in favor of arbitration, and (d) requires disputes over whether an issue is arbitrable be resolved by a finding in favor of arbitration. Specifically, this Section is to be interpreted in accordance with Allied-Bruce Terminix Companies, Inc. v. Dobson, 115 S.Ct. 834 (1995), and other federal court rulings. References in this Section to California Code Sections are not to be interpreted as a waiver of rights created under the Federal Arbitration Act. The statutory non-adversarial procedures applicable to certain construction defect claims under California Civil Code Sections 910 through 938, as hereafter amended, shall not apply to any claims under the Warranty provided in Section 1 of this Notice of Annexation.

9.2.1 Rules. Claims shall be resolved in accordance with the construction industry arbitration rules of the AAA, the AAA's Supplementary Procedures for Consumer/Residential Construction Disputes (collectively, the "Rules") and the terms of this Notice of Annexation.

9.2.2 Preliminary Procedures. If state or federal law requires Declarant or Owner to take steps or procedures before commencing an action in court, then Declarant or Owner must take such steps or follow such procedures, as the case may be, before commencing the arbitration. For example, any claims or disputes pursuant to California Civil Code Section 895 et seq. as hereafter amended may be subject to the non-adversarial procedures set forth in California Civil Code Sections 910 through 938, prior to the initiation of any arbitration or small claims court proceeding against Declarant. In addition, nothing contained herein shall be



deemed a waiver or limitation of the provisions of California Civil Code Sections 1368.4, 1375, 1375.05 or 1375.1.

9.2.3 Arbitrator. The dispute shall be heard and determined by a single neutral arbitrator. The arbitrator shall have expertise in the area of the dispute. Selection of the arbitrator shall comply with California Code of Civil Procedure Sections 1297.121 and 1297.124. The arbitrator shall be selected according to the Rules, but in no event more than sixty (60) days from the date the administrator receives the claims. If the parties cannot mutually agree upon an arbitration agency, the dispute shall be referred to the local office of the AAA.

9.2.4 Joinder. The parties may join other parties as provided in the Rules except such Owner bringing a Claim may not join such Claim against Declarant with the Claims of any other homeowners. The parties may include Declarant's subcontractors and suppliers in the arbitration to the extent they involve such Owner's Claim.

9.2.5 Location. The venue of the arbitration may be in the Residence if Owners agree, but otherwise shall be held in the County where the Residence is located unless the parties agree otherwise. The arbitration shall commence, be conducted and conclude promptly in accordance with the Rules.

9.2.6 Award. The arbitrator is authorized to provide all recognized remedies available in law or equity for the Claims. The award of the arbitrator shall be in compliance with the statutes and case law of the State of California then in effect and shall be accompanied by detailed written findings of fact and conclusions of law. Any award rendered by the arbitrator may be confirmed, entered and enforced, in any court having jurisdiction.

9.2.7 Confidential. Except as may be required by law or for confirmation of the award, neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration hearing without the prior written consent of both parties.

9.2.8 Fees. Declarant will advance the fees and costs necessary to initiate and conduct the arbitration. If Declarant is the prevailing party in the arbitration, the arbitrator may, to the extent permitted by law and the Rules, direct Owner to reimburse Declarant for up to one half (1/2) of the fees Declarant has advanced. Each party shall bear their own attorney fees and costs.

9.2.9 Small Claims Court. This provision shall not apply to any claim that can be properly brought by Owner without legal counsel in small claims court. However, any appeal from the small claims jurisdiction to a higher court shall be governed by this provision.

9.2.10 Statute of Limitations. The arbitration must be filed within the applicable warranty period or within the statute of limitations applicable to the Claim.

9.2.11 Survival. These provisions shall survive the Close of Escrow, the termination of this Notice of Annexation, any default by Owner or any default by Declarant under this Notice of Annexation.

9.2.12 Severability. If the arbitrator or any court determines that any provisions of this arbitration section are unenforceable for any reason, that provision shall be severed, and proceedings agreed to in this arbitration section shall be conducted under the remaining enforceable terms of this arbitration section.

9.2.13 Waiver of Court and Jury Trial. **AS TO ALL DISPUTES SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION PROVISIONS SET FORTH OR REFERENCED IN THIS SECTION, EACH OWNER AND DECLARANT WAIVE ANY RIGHTS TO JURY TRIAL, APPEAL AND OTHER CIVIL LITIGATION PROCEEDINGS FOR SUCH DISPUTES, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH OR REFERENCED HEREIN. IN THE EVENT ANY OF THE PROCEDURES SET FORTH OR REFERENCED HEREIN ARE DETERMINED TO BE INVALID OR UNENFORCEABLE, IN WHOLE OR IN MATERIAL PART, SUCH THAT THE RESOLUTION OF THE DISPUTE SHALL PROCEED BY WAY OF CIVIL LITIGATION PROCEEDINGS, EACH OWNER AND DECLARANT NONETHELESS WAIVE THE RIGHT TO JURY TRIAL WITH RESPECT TO SUCH DISPUTE.**

9.3 No Enhanced Protection Agreement. No language contained in this Notice of Annexation shall constitute, or be interpreted to constitute, an "enhanced protection agreement" ("EPA"), as defined in Section 901 of the California Civil Code. Further, no express or implied representations or warranties made by Declarant in any other writing are intended to constitute, or to be interpreted to constitute, an EPA.

10. Run with the Land. All provisions of this Notice of Annexation are imposed as equitable servitudes on the Annexed Property. All covenants, conditions, restrictions and easements in this Notice of Annexation shall (a) run with and burden the Annexed Property, and (b) be binding on and for the benefit of all of the Annexed Property and all persons acquiring any interest in the Annexed Property.

11. Ratification. Except as expressly modified herein, the capitalized terms used in this Notice of Annexation shall have the meanings given them in the Master Declaration. The Master Declaration is ratified and affirmed by Declarant.

12. Amendment. Declarant may unilaterally amend this Notice of Annexation prior to the first Close of Escrow for any Lot in the Annexed Property.

13. Marketing Name. The Annexed Property shall be marketed under the name "Ashton Hills," unless and until changed by Declarant in its sole and absolute discretion from time to time. Declarant shall notify the DRE of any change in the name of the Annexed Property under which it is marketed by Declarant.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the undersigned has executed this instrument as of  
SEPT. 22, 2005

"DECLARANT":

PULTE HOME CORPORATION,  
a Michigan corporation

By: Carol Ford

Name: CAROL FORD

Its: Attorney - In - Fact

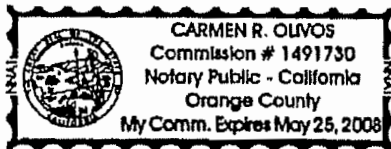
STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF ORANGE        )

On SEPT. 22, 2005 before me, CARMEN R. OLIVOS personally  
appeared CAROL FORD personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that such he/she executed the same in his/her authorized  
capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of  
which the person acted, executed the instrument.

WITNESS my hand and official seal.

Carmen R. Olivos  
NOTARY PUBLIC

Seal

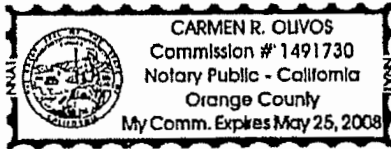


**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of ORANGE } ss.

On NOVEMBER 29, 2006 before me, CARMEN R. OLIVOS  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")  
personally appeared CAROL FORD  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.  
Carmen R. Olivos  
Signature of Notary Public

**OPTIONAL**

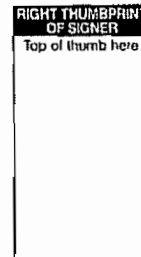
*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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



IN WITNESS WHEREOF, the undersigned has executed this instrument as  
of DEC, 8, 2005.

"DECLARANT":

PULTE HOME CORPORATION,  
a Michigan corporation

By: Carol Ford

Name: CAROL FORD

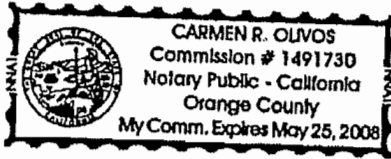
Its: Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of ORANGE } ss.

On DECEMBER 8, 2005 before me, CARMEN R. OLIVOS  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared CAROL FORD  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.  
Carmen R. Olivos  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

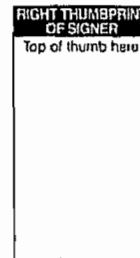
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

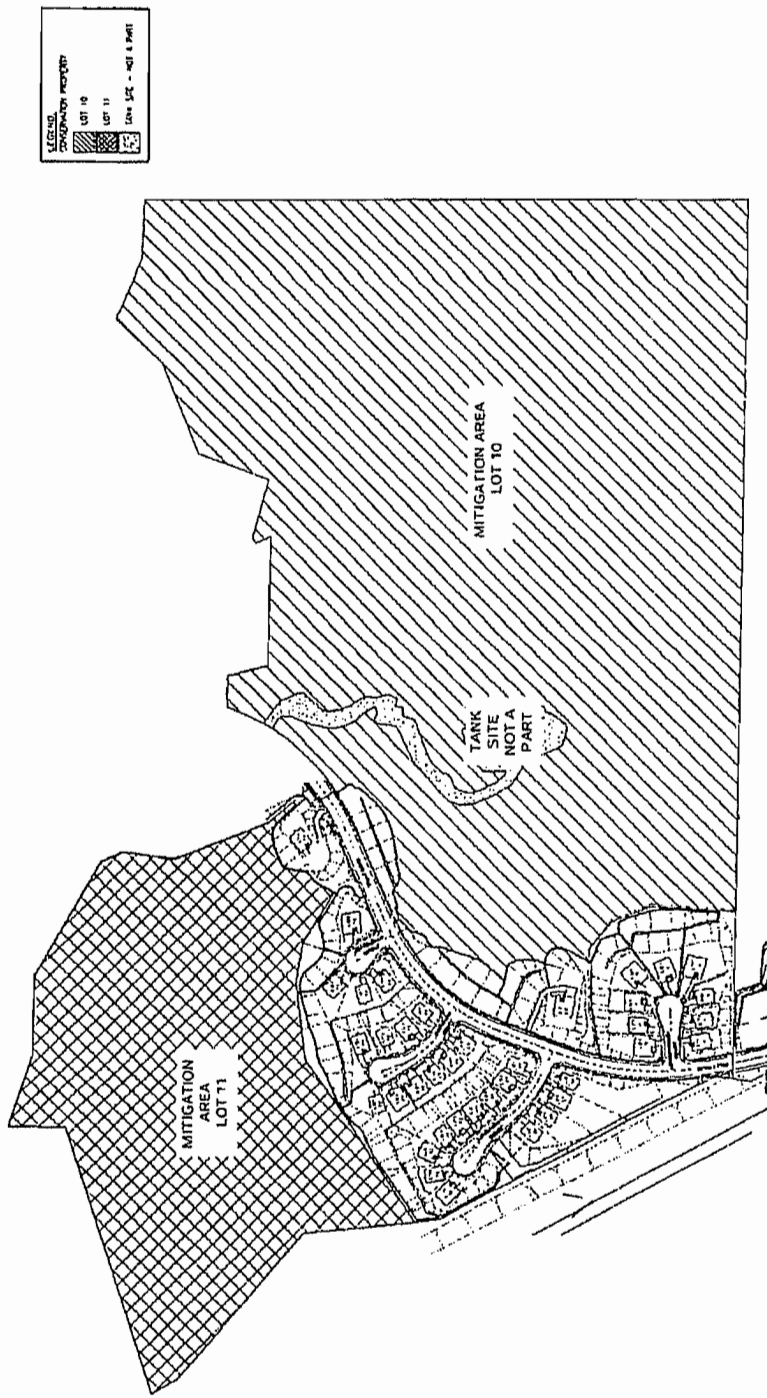


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**EXHIBIT A**  
**DEPICTION OF CONSERVATION PROPERTY**

3166-34260\CLP428\NOTC\590241 2  
8/25/05

EXHIBIT "A"  
CONSERVATION PROPERTY  
TRACT 29072



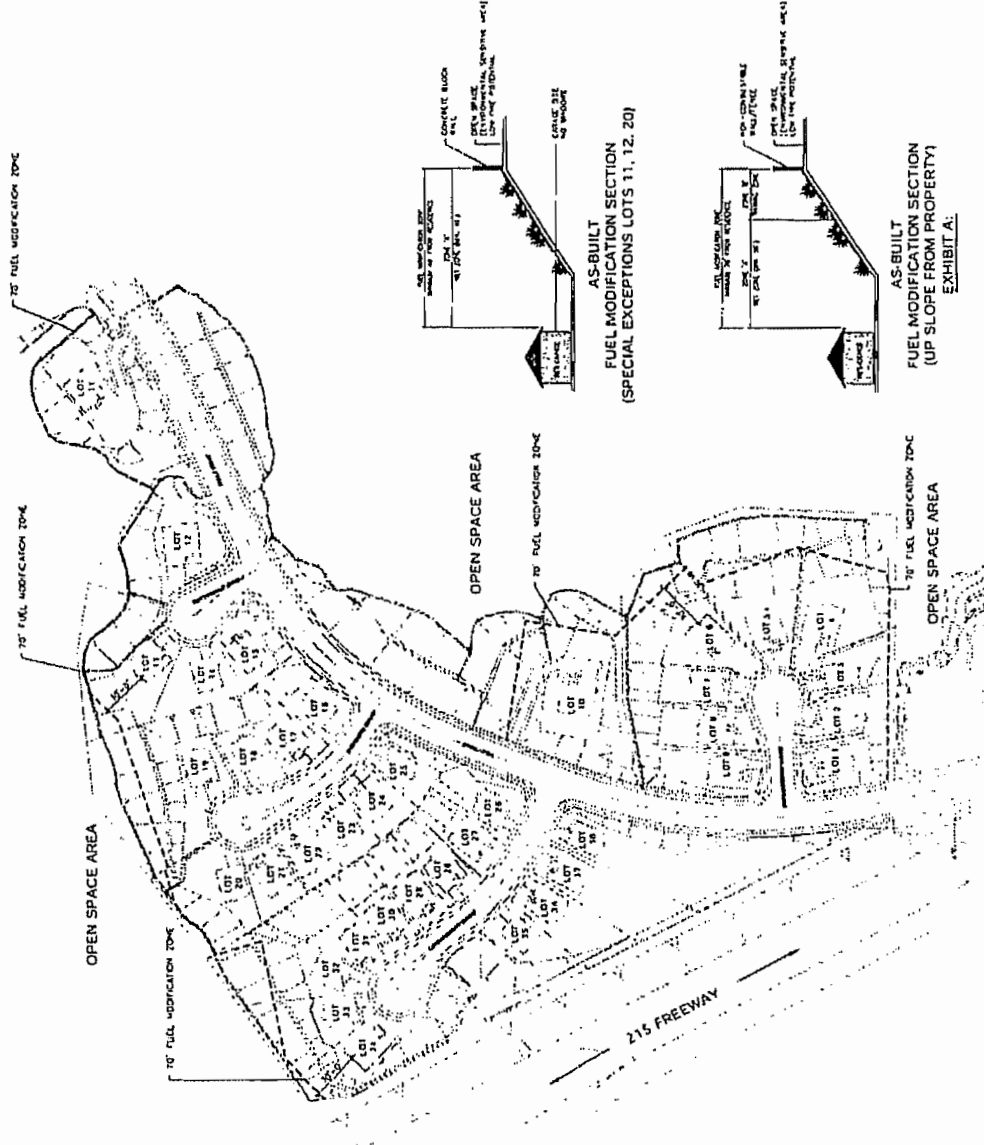


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**EXHIBIT B**  
**DEPICTION OF FUEL MODIFICATION ZONES**

3166-34260\CLP428\NOTC\ 590241.2  
8/25/05

EXHIBIT 'B'  
FUEL MODIFICATION  
TRACT 29072



**EXISTING SITE CONDITIONS:**  
The site is currently undeveloped and consists of a large area of open space with scattered trees and shrubs. The site is bounded by the 215 Freeway to the south and the 101 Freeway to the east. The existing site conditions are shown on the site plan.

**FUEL MODIFICATION CONCEPT:**  
The fuel modification concept is to create a 75-foot wide fuel modification zone around the perimeter of the site. This zone will be constructed of concrete block and will be a minimum of 10 feet high. The fuel modification zone will be constructed of concrete block and will be a minimum of 10 feet high.

**SETBACK ZONE (ZONE A):**  
The setback zone is the area between the fuel modification zone and the existing structures. The setback zone is a minimum of 10 feet wide. The setback zone is a minimum of 10 feet wide.

**THINNING ZONE (ZONE B):**  
The thinning zone is the area between the fuel modification zone and the existing structures. The thinning zone is a minimum of 10 feet wide. The thinning zone is a minimum of 10 feet wide.

**ANNUAL MAINTENANCE:**  
Annual maintenance is required for the fuel modification zone. The maintenance is required for the fuel modification zone. The maintenance is required for the fuel modification zone.

**TRANSFER OF MAINTENANCE RESPONSIBILITY:**  
The transfer of maintenance responsibility is required for the fuel modification zone. The transfer of maintenance responsibility is required for the fuel modification zone. The transfer of maintenance responsibility is required for the fuel modification zone.

**AS-BUILT FUEL MODIFICATION SECTION (SPECIAL EXCEPTIONS LOTS 11, 12, 20):**  
This section shows the as-built fuel modification section for special exceptions lots 11, 12, and 20. It includes a concrete floor, 12\"/>

**FUEL MODIFICATION SECTION (UP SLOPE FROM PROPERTY) EXHIBIT A:**  
This section shows the fuel modification section for the up slope from the property. It includes a concrete floor, 12\"/>

**OPEN SPACE AREA:**  
The open space area is the area between the fuel modification zone and the existing structures. The open space area is a minimum of 10 feet wide. The open space area is a minimum of 10 feet wide.

**215 FREEWAY:**  
The 215 Freeway is shown at the bottom of the site plan. It is a major highway that runs north-south through the site.

**101 FREEWAY:**  
The 101 Freeway is shown at the top of the site plan. It is a major highway that runs east-west through the site.

**SCALE: NONE**

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**ORDER: c Comment:**