



REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 6/24)

☐ This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or ☐ only unit(s) ____).
THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Clovis, **COUNTY OF** Fresno, **STATE OF** CALIFORNIA,
DESCRIBED AS 3852 Morris Ave, Clovis, CA, 93619.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 08/20/2026. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to § 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- ☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.
☒ Additional inspection reports or disclosures: _____
Seller may have obtained a limited number of third-party inspections that will be supplied to Buyer at buyers request if available.
☐ No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller ☐ **is** ☒ **is not** occupying the property.

A. The subject property has the items checked below:*

- | | | |
|--|--|---|
| ☒ Range | ☐ Wall/Window Air Conditioning | ☐ Pool: |
| ☒ Oven | ☐ Sprinklers | ☐ Child Resistant Barrier |
| ☒ Microwave | ☒ Public Sewer System | ☐ Pool/Spa Heater: |
| ☒ Dishwasher | ☐ Septic Tank | ☐ Gas ☐ Solar ☐ Electric |
| ☐ Trash Compactor | ☐ Sump Pump | ☒ Water Heater: |
| ☐ Garbage Disposal | ☐ Water Softener | ☐ Gas ☐ Solar ☐ Electric |
| ☒ Washer/Dryer Hookups | ☒ Patio/Decking | ☒ Water Supply: |
| ☐ Rain Gutters | ☐ Built-in Barbecue | ☒ City ☐ Well |
| ☐ Burglar Alarms | ☐ Gazebo | ☐ Private Utility or |
| ☐ Carbon Monoxide Device(s) | ☐ Security Gate(s) | ☐ Other City of Fresno _____ |
| ☒ Smoke Detector(s) | ☒ Garage: | ☒ Gas Supply: |
| ☒ Fire Alarm | ☒ Attached ☐ Not Attached | ☒ Utility ☐ Bottled (Tank) |
| ☐ TV Antenna | ☐ Carport | ☒ Window Screens |
| ☐ Satellite Dish | ☐ Automatic Garage Door Opener(s) | ☐ Window Security Bars |
| ☐ Intercom | ☐ Number Remote Controls _____ | ☐ Quick Release Mechanism on |
| ☒ Central Heating | ☐ Sauna | ☐ Bedroom Windows |
| ☒ Central Air Conditioning | ☐ Hot Tub/Spa: | ☐ Water-Conserving Plumbing Fixtures |
| ☐ Evaporator Cooler(s) | ☐ Locking Safety Cover | |
- Exhaust Fan(s) in Unknown 220 Volt Wiring in _____ Fireplace(s) in _____
☐ Gas Starter _____ ☒ Roof(s): Type: Tile Age: 5 (approx.)
☐ Other: _____

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes/☒ No. If yes, then describe. (Attach additional sheets if necessary): _____
List of items in the home may not be complete. Any items remaining in home at time of sale will be left.
Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.
(*see note on page 2)

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Seller's Initials BB / _____

Buyer's Initials _____ / _____



REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)

Opendoor Brokerage, Inc. | Opendoor Brokerage, LLC, 410. N Scottsdale Rd, Ste. #1600 Tempe AZ 85281
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: _____ Fax: _____
www.lwolf.com

New Forms

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☒ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components
 (Describe: _____)

If any of the above is checked, explain. (Attach additional sheets if necessary.): _____

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with § 1101.4 of the Civil Code.

C. Are you (Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☐ Yes ☒ No
 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☐ Yes ☒ No
 3. Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☒ No
 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☐ Yes ☒ No
 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ☐ Yes ☒ No
- (Note to C4 and C5: If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)
6. Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☒ No
 7. Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☒ No
 8. Flooding, drainage or grading problems ☐ Yes ☒ No
 9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☒ No
 10. Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☒ No
 11. Neighborhood noise problems or other nuisances ☐ Yes ☒ No
 12. CC&R's or other deed restrictions or obligations ☐ Yes ☒ No
 13. Homeowners' Association which has any authority over the subject property ☐ Yes ☒ No
 14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No
 15. Any notices of abatement or citations against the property ☐ Yes ☒ No
 16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): _____

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller Brad Bonney Authorized Signer on Behalf of Opendoor Property Trust I Date 08/20/2026

Seller _____ Date _____



III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- ☒ See attached Agent Visual Inspection Disclosure (AVID Form)
- ☐ Agent notes no items for disclosure.
- ☐ Agent notes the following items: _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc.
(Please Print)By Lisa Soltez
(Associate Licensee or Broker Signature)Date 08/20/2026**IV. AGENT'S INSPECTION DISCLOSURE**

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- ☐ See attached Agent Visual Inspection Disclosure (AVID Form)
- ☐ Agent notes no items for disclosure.
- ☐ Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____
(Please Print)By _____
(Associate Licensee or Broker Signature)

Date _____

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.**Seller Brad Bonney Date 08/20/2026 Buyer _____ Date _____

Authorized Signer on Behalf of

Seller _____ Opendoor Property Trust Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc.
(Please Print)By Lisa Soltez
(Associate Licensee or Broker Signature)Date 08/20/2026Agent (Broker Obtaining the Offer) _____
(Please Print)By _____
(Associate Licensee or Broker Signature)

Date _____

§ 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.**A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**

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TDS REVISED 6/24 (PAGE 3 OF 3)**REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)**Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

New Forms





SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 6/26)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should either complete an Exempt Seller Disclosure (C.A.R. Form ESD) or use this SPQ form instead:

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, WHETHER BY CONTRACT, STATUTE, OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as 3852 Morris Ave, Clovis, CA, 93619, Assessor's Parcel No. 554-592-04S, situated in Clovis, County of Fresno California ("Property").

☐ This property is a duplex, triplex, fourplex, or otherwise has additional dwelling units. A SPQ is required for all units. This SPQ is for ALL units (or ☐ only unit(s)).

1. **Disclosure Limitation:** The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker, has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Answer based on actual knowledge and recollection at this time.
- Something that you do not consider material or significant may be perceived differently by a Buyer.
- Think about what you would want to know if you were buying the Property today.
- Read the questions carefully and take your time.
- If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.

3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Something that may be material or significant to you may not be perceived the same way by the Seller.
- If something is important to you, be sure to put your concerns and questions in writing (C.A.R. Form BMI).
- Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
- Seller's disclosures are not a substitute for your own investigations, personal judgments, or common sense.

4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware..." by checking either "Yes" or "No."

- A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified.
- Explain any "Yes" answers in the space provided or attach additional comments and check **paragraph 19B** is checked and attach additional comments.

5. **DOCUMENTS:** Documents include any reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys, or other documents that pertain to:

- (i) the condition or repair of the Property;
- (ii) any improvement on this Property;
- (iii) easements, encroachments, or boundary disputes affecting the Property.

These documents include, but are not limited to, any document:

- (i) prepared in the past or present;
- (ii) provided during any previous transaction or from a previous owner;
- (iii) indicating the condition or proposing recommendations, whether or not Seller acted upon them; and
- (iv) whether or not it was provided to the Seller.

- A. Are you (Seller) aware of any Documents regarding the Property that were prepared before your ownership, whether in your possession or in the possession of others? ☒ Yes ☐ No
- B. Are you (Seller) aware of any Documents regarding the Property that were prepared for you during your ownership, whether in your possession or in the possession of others? ☒ Yes ☐ No
- C. Are you (Seller) aware of any Documents regarding the Property that were provided by others during your ownership (such as Documents obtained by potential buyers)? ☒ Yes ☐ No

Note: If yes to any, provide any such documents in your possession to Buyer. Receipt for Reports (C.A.R. Form RFR) may be used to list such documents and explanation can be given to provide context.

If Yes to any, provide explanation: Seller is a corporate entity. Documents in Seller's possession during ownership include work orders, inspection reports, renovation scopes, and third-party assessments. Seller will provide available details upon request.

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** **ARE YOU (SELLER) AWARE OF...**

- A. Within the last 3 years, the death of an occupant of the Property upon the Property ☐ Yes ☒ No
(Note to Seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)
- B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ☐ Yes ☒ No



If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

- C. The release of an illegal controlled substance on or beneath the Property ☐ Yes ☒ No
- D. Whether the Property is located in, or adjacent to, an "industrial use" zone ☐ Yes ☒ No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
- E. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☒ No
- F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ☐ Yes ☒ No
- G. Whether the Property is (i) a condominium or (ii) located in a planned unit development or (iii) other common interest subdivision (see **paragraph 14** for more disclosures)..... ☐ Yes ☒ No
- H. Insurance claims affecting the Property within the past 5 years ☐ Yes ☒ No
- I. Matters affecting title of the Property ☐ Yes ☒ No
- J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ☐ Yes ☒ No
- K. Any inspection reports on any exterior balconies, stairways, or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums ☐ Yes ☒ No
(See C.A.R. Form WBSA for more information)
- L. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

If Yes to any, provide explanation: _____

7. REPAIRS AND ALTERATIONS:**ARE YOU (SELLER) AWARE OF...**

- A. Any alterations, modifications, replacements, improvements, remodeling, or material repairs on the Property (including those resulting from Home Warranty claims) ☐ Yes ☒ No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ☐ Yes ☒ No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ☐ Yes ☒ No
- D. Any part of the Property being painted within the past 12 months ☐ Yes ☒ No
- E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank)..... ☐ Yes ☒ No
(1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) ☐ Yes ☒ No
(2) If yes to (1), whether such renovations were done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ☐ Yes ☒ No
- F. Whether you acquired the property within 18 months of accepting an offer to sell it..... ☒ Yes ☐ No
If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property?..... ☐ Yes ☒ No
Note 1: If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$1,000 or more.
Note 2: If yes to F(1), Seller shall provide in the Explanation below (i) a list of those Improvements for which Seller has obtained permits, and Seller shall attach copies of those permits to this SPQ, and (ii) for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements stating that Seller was not provided permits by the third party making the Improvement, and providing the contact information for such third parties from whom the Buyer may obtain those permits.

If Yes to any, provide explanation: _____

8. STRUCTURAL, SYSTEMS AND APPLIANCES:**ARE YOU (SELLER) AWARE OF...**

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors, or appliances ☐ Yes ☒ No
- B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)..... ☒ Yes ☐ No
- C. The existence of a septic system, well, or propane tank (if yes, Seller to provide C.A.R. Form SWPI-Q)..... ☐ Yes ☒ No
- D. The leasing of any of the following on or serving the Property: water softener system, water purifier system, or alarm system ☐ Yes ☒ No
- E. Whether any structure on the Property other than the main improvement is used as a dwelling ☐ Yes ☒ No
(1) If Yes to E, whether there are separate utilities and meters for the dwelling..... ☐ Yes ☒ No
(2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) ☐ Yes ☒ No

If Yes to any, provide explanation: _____

Solar Present on Property _____

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:**ARE YOU (SELLER) AWARE OF...**

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ☐ Yes ☒ No
If yes, was federal flood disaster assistance conditioned upon obtaining and maintaining flood insurance on the Property ☐ Yes ☒ No
(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property, and if such insurance is not maintained, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)



Property Address: 3852 Morris Ave, Clovis, CA, 93619

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

- B.** Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... ☐ Yes ☒ No
- If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

If Yes to any, provide explanation: _____

10. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

- A.** Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ☐ Yes ☒ No
- B.** Any problem with or infestation of mold, mildew, fungus, or spores, past or present, on or affecting the Property.. ☐ Yes ☒ No
- C.** Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood ☐ Yes ☒ No

If Yes to any, provide explanation: _____

No

11. PETS, ANIMALS, AND PESTS:

ARE YOU (SELLER) AWARE OF...

- A.** Past or present pets on or in the Property ☐ Yes ☒ No
- B.** Past or present problems with livestock, wildlife, insects, or pests on or in the Property ☐ Yes ☒ No
- C.** Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ☐ Yes ☒ No
- D.** Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above ☐ Yes ☒ No
- If so, when and by whom _____

If Yes to any, provide explanation: _____

No

12. BOUNDARIES, ACCESS, AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

- A.** Surveys, easements, encroachments or boundary disputes ☐ Yes ☒ No
- B.** Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways, or other forms of ingress or egress or other travel or drainage..... ☐ Yes ☒ No
- C.** Use of any neighboring property by you ☐ Yes ☒ No

If Yes to any, provide explanation: _____

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

- A.** Diseases or infestations affecting trees, plants, or vegetation on or near the Property ☐ Yes ☒ No
- B.** Operational sprinklers on the Property ☐ Yes ☒ No
- (1) If yes, are they ☐ automatic or ☐ manually operated.
- (2) If yes, are there any areas with trees, plants, or vegetation not covered by the sprinkler system. ☐ Yes ☒ No
- C.** A pool heater on the Property ☐ Yes ☒ No
- If yes, is it operational? ☐ Yes ☒ No
- D.** A spa heater on the Property ☐ Yes ☒ No
- If yes, is it operational? ☐ Yes ☒ No
- E.** Past or present defects, leaks, cracks, repairs, or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage, or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired ☐ Yes ☒ No

If Yes to any, provide explanation: _____

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS (AND ANY OTHER PROPERTIES FOR WHICH ANY PARAGRAPH A-F APPLIES): (IF APPLICABLE)

ARE YOU (SELLER) AWARE OF...

- A.** Property being: (i) a condominium; (ii) being located in a planned unit development or; (iii) being located in a common interest subdivision..... ☐ Yes ☒ No
- B.** Any Homeowners' Association (HOA) which has any authority over the subject property..... ☐ Yes ☒ No
- C.** Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No
- D.** CC&R's or other deed restrictions or obligations ☒ Yes ☐ No
- E.** Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property ☐ Yes ☒ No
- F.** CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property ☒ Yes ☐ No

SPQ REVISED 6/26 (PAGE 3 OF 5)

Buyer's Initials _____ / _____

Seller's Initials BB / _____

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 5)

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Property Address: 3852 Morris Ave, Clovis, CA, 93619

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement ☐ Yes ☒ No

(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee ☐ Yes ☒ No

If Yes to any, provide explanation: _____

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- A. Other than the Seller signing this form, any other person or entity with an ownership interest ☐ Yes ☒ No
- B. Leases, options, or claims affecting or relating to title or use of the Property ☐ Yes ☒ No
- C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association, or neighborhood ☐ Yes ☒ No
- D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property..... ☐ Yes ☒ No
- E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not ☐ Yes ☒ No
- F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest-based groups, or any other person or entity. ☐ Yes ☒ No
- G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel, or material repair of the Property ☐ Yes ☒ No
- H. The cost of any alteration, modification, replacement, improvement, remodel, or material repair of the Property being paid by an assessment on the Property tax bill ☐ Yes ☒ No

If Yes to any, provide explanation: _____

16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

- A. Neighborhood noise, nuisance, or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ☐ Yes ☒ No
- B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property ☐ Yes ☒ No

If Yes to any, provide explanation: _____

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ☐ Yes ☒ No
- B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions, or retrofit requirements that apply to or could affect the Property ☐ Yes ☒ No
- C. Existing or contemplated building or use moratoria that apply to or could affect the Property ☐ Yes ☒ No
- D. Any state or local requirements or restrictions relating to the future replacement of existing gas-powered appliances that are being transferred with the property. Gas-powered appliances include, but are not limited to, appliances fueled by natural gas or liquid propane ☐ Yes ☒ No
- E. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ☐ Yes ☒ No
- F. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways, and traffic signals ☐ Yes ☒ No
- G. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal, or cutting or (iii) that flammable materials be removed ☐ Yes ☒ No
- H. Any protected habitat for plants, trees, animals, or insects that apply to or could affect the Property..... ☐ Yes ☒ No
- I. Whether the Property is historically designated or falls within an existing or proposed Historic District ☐ Yes ☒ No
- J. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ☐ Yes ☒ No
- K. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property ☐ Yes ☒ No

If Yes to any, provide explanation: _____

18. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ☐ Yes ☒ No
- B. Any residue, which may be indicated by smell or test results, from smoking tobacco or nicotine products, which includes the use of an electronic cigarette or vape device..... ☐ Yes ☒ No
- C. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ☐ Yes ☒ No
- D. Whether the Property was originally constructed as a Manufactured or Mobile home ☐ Yes ☒ No



Property Address: 3852 Morris Ave, Clovis, CA, 93619

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

- E. Whether the Property is tenant occupied ☐ Yes ☒ No
If Yes, do you have photographs from the beginning of the tenancy (if in your possession, provide along with any other move-in reports created at the beginning of the tenancy)..... ☐ Yes ☒ No
- F. Whether the Property was previously tenant occupied even if vacant now ☐ Yes ☒ No
If yes, disclose if you know the method or manner of how the tenancy ended. _____
If Yes to any, provide explanation: _____

19. MATERIAL FACTS:

- A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☒ No
- B. ☐ (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.
If Yes to any, provide explanation: _____

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from Seller's own duty of disclosure.

Seller Brad Bonney Authorized Signer on Behalf of _____ Date 08/20/2026
Seller _____ Opendoor Property Trust I _____ Date _____

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer _____ Date _____
Buyer _____ Date _____

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SPQ REVISED 6/26 (PAGE 5 OF 5)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 5 OF 5)

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Solar Inspection For:

Project: Kyungho Choi
3852 Morris Ave, Clovis CA 93619
Date Submitted: June 9th 2026

Supreme Solar & Electric
4277 W Richert #109
Fresno, CA 93722

Submitted by:
Michael Sandoval
Owner & Contractor
CSLB#1076925
559-570-0962
michael@supreme.solar

Solar Inspection

Project: Kyungho Choi

3852 Morris Ave, Clovis CA 93619

Description of Equipment

- Existing residential SunPower solar system installed on a composite shingle roof
- The system consists of a total of (12) solar panels located on the upper roof section
- Panels appear to be approximately 350W SunPower modules
- Estimated system size: 4.2 kW DC
- Exact panel model and microinverter model could not be verified due to the installed critter guard and limited access beneath the modules
- System utilizes SunPower AC modules with Enphase-manufactured microinverters
- Array is installed using an attic run configuration, minimizing exposed conduit on the roof
- Solar system is interconnected through a 20A breaker in the main electrical panel
- Additional 15A breaker present for solar monitoring equipment

Main Electrical Equipment

- Square D main service panel
- 200A main breaker
- 225A busbar rating
- Panel has available capacity for future expansion if desired

Inspection Findings

- Inspection was performed during active daytime production conditions
- Electrical readings at time of inspection:
 - Voltage: 240V AC
 - Line 1 production: 13.59A
 - Line 2 production: 13.63A
- Balanced amperage readings on both legs indicate the system is operating properly and producing power as expected
- System was actively generating power during inspection and appears to be functioning normally

Solar Inspection

- Panels appear to be in good physical condition
- No visible damage noted
- Mounting hardware appeared secure
- Roof penetrations and installation workmanship appeared to be in good condition
- Critter guard has been installed around the perimeter of the array
- Critter guard appears to be serving its intended purpose
- Removal was not performed during inspection, limiting visibility beneath the panels
- Roof condition appeared good from visible inspection areas
- Composite shingle roof showed no obvious concerns related to the solar installation
- System does not appear to have battery storage installed
- Based on the system configuration and age, it is likely enrolled in a Net Energy Metering (NEM 2.0) program with the utility company

Recommendations

Confirm PTO Date and Net Metering Status

- Recommend the homeowner or future buyer contact PG&E to determine:
 - Original PTO (Permission to Operate) date
 - Current net metering agreement
- If the system received PTO before April 2023, it is likely enrolled in NEM 2.0. (NEM 2.0 is significantly more favorable than the currently available NEM 3.0 program and provides substantial long-term value to the new homeowner)

Solar Monitoring

- Because this is a SunPower system and SunPower is no longer operating, monitoring access may not currently be available
- Since these systems utilize Enphase-manufactured microinverters, the homeowner may be able to contact Enphase and complete a monitoring transfer
- Restoring monitoring would allow the homeowner to:
 - Track production, Verify system performance, Identify any future issues

Routine Cleaning

- Recommend professional solar cleaning approximately 2 to 3 times per year to maintain peak production and system performance

Future Expansion

- Main electrical panel appears to have available capacity if the homeowner chooses to expand the solar system or add battery storage in the future



Solar Inspection

Conclusion

At the time of inspection, the solar system was operating normally and producing power as expected. Voltage and amperage readings confirmed active production, and the balanced output on both electrical legs indicates the system is functioning properly.

The overall condition of the installation appears very good. The panels, mounting hardware, roof penetrations, and electrical equipment all appear to be well maintained. The existing critter guard provides additional protection from birds and other pests and appears to be in good condition.

This is a solid starter solar system that appears to be performing well. The most important next step for the homeowner or future buyer is to determine the system's original PTO date and confirm which net metering program the system is enrolled in. If the system is on NEM 2.0, it represents a significant benefit and added value compared to current solar programs.

Overall, the system appears healthy, operational, and producing exactly as intended at the time of inspection.



Michael Sandoval
Owner/Contractor
559-549-5638
Michael@Supreme.solar

Supreme Solar & Electric

4277 W Richert Ave #109
Fresno, CA 93722



**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Notice

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

Recording Requested By

When recorded mail document to

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) _____ of the document recorded on _____ (date)

In book _____ and page _____, or Document No. _____ of the Official records of the County of _____, State of California.

The document referenced above was originally indexed in the following manner _____

_____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____



Printed Name(s)

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 signatures(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 _____

Fresno County Recorder
Paul Dictos, CPA

2020-0016860

Recorded at the request of:
OLD REPUBLIC TITLE COMPANY |

02/10/2020 08:37 45

Titles: 1 Pages: 30

Fees: \$106.00

CA SB2 Fees: \$75.00

Taxes: \$0.00

Total: \$181.00

RECORDING REQUESTED BY

Old Republic Title Company

WHEN RECORDED RETURN TO

WC Clovis 6186, LLC
1446 Tollhouse Rd Suite 103,
Clovis, CA 93611
Attn: Peter Castanos

119000 1052

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR
CADENCE**

NOTICE OF PRELITIGATION PROCEDURES:

Chapter 4 of the Builder's Right to Repair Law contains prelitigation procedures to resolve a claim of violation of Functionality Standards. These procedures affect the legal rights of homeowners. Declarant has elected to follow these procedures. See Article VII of this Declaration - Dispute Resolution, including Section 7.3 for details, and consult with legal counsel if you have any questions.

NOTICE OF BINDING ARBITRATION:

THIS DECLARATION CONTAINS DISPUTE RESOLUTION PROCEDURES REQUIRING THAT ALL CONSTRUCTION AND DESIGN DISPUTES, THAT HAVE NOT BEEN RESOLVED INITIALLY THROUGH THE PRELITIGATION PROCEDURES REFERRED TO ABOVE, THEN BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, AND WITHOUT A TRIAL BY JURY. SEE ARTICLE VII OF THIS SUPPLEMENTAL DECLARATION. YOU ARE ADVISED TO READ THESE PROCEDURES CAREFULLY AND TO CONSULT WITH LEGAL COUNSEL IF YOU HAVE ANY QUESTIONS.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
CADENCE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CADENCE (**Declaration**) is made by WC CLOVIS 6186 LLC, a California limited liability company (**Declarant**).

RECITALS

A. Declarant is the owner of that certain real property located in the City of Clovis, County of Fresno, State of California consisting of 81 residential lots identified as Lots 1 - 81, inclusive, of Tract No. 6186A hereinafter collectively called "**CADENCE**," and more particularly described in **Exhibit "A"** to this Declaration (the "**Property**").

B. Declarant intends to establish a residential housing development upon the Property, and to establish covenants, conditions and restrictions upon the Project (as hereinafter defined) and each and every portion thereof, which will constitute a general scheme for the ownership, improvement and maintenance of the Project and for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project and enhancing the quality of life within the Project.

NOW, THEREFORE, for the purposes set forth above, Declarant, as the owner of the Property, hereby declares that the Property, and each and every part thereof, shall be held, sold and conveyed subject to the following easements, equitable servitudes, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute equitable servitudes on, the Project and which shall run with the Project and be binding on and inure to the benefit of all parties having any right, title or interest therein, or in any part thereof, and their heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

1.1 "CITY" shall mean the City of Clovis.

1.2 "COMMITTEE" shall mean the architectural and landscaping committee formed pursuant to Article IV of this Declaration.

1.3 "COUNTY" shall mean the County of Fresno, California.

1.4 "DECLARANT" shall mean WC Clovis 6186 LLC, a California limited liability company, and its successors and assigns by merger, consolidation or by purchase of all or substantially all of the Project owned by WC Clovis 6186 LLC, a California limited liability company, provided that such party is designated by the assignor-Declarant as a succeeding "Declarant" in a writing which is recorded in the Office of the County Recorder of the County.

1.5 “DECLARATION” shall mean this Declaration of Covenants, Conditions and Restrictions for Cadence as amended or supplemented from time to time.

1.6 “EXHIBIT” shall mean and refer to those documents so designated herein and attached hereto (as such Exhibits may be amended or supplemented pursuant to Section 6.16 (d) of this Declaration) and each such Exhibit is by this reference incorporated in this Declaration.

1.7 “FEDERAL AGENCIES” shall mean and refer to collectively one or more of the following agencies and the following letter designation of such agencies shall mean and refer to respectively the agency specified within the parentheses following such letter designation: VA (Department of Veterans Affairs) FHLMC (Federal Home Loan Mortgage Corporation), FNMA (Federal National Mortgage Association), and GNMA (Government National Mortgage Association).

1.8 “IMPROVEMENTS” shall mean the primary residential structure located or to be located upon any Lot, as well as all structures and appurtenances thereto of every type and kind, and all improvements at any time located upon any Lot, including, but not limited to, all buildings, walkways, lighting, sprinkler pipes, garages, roads, driveways, parking areas, landscaping items, fences, screening walls, retaining walls, stairs, decks, landscaping, swimming pools, hedges, wind breaks, plantings, planted trees and shrubs, poles, signs, exterior air-conditioning units, and water softener fixtures or equipment.

1.9 “INSTITUTIONAL MORTGAGE” shall mean and refers to a First Mortgagee (defined in Section 1.13, below) which is a bank, savings and loan association, established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, any federal or state agency, or any other institution regulated by federal or state law.

1.10 “LOT” shall mean and refer to a lot shown on any final map filed for record or a parcel shown on any parcel map filed for record to the extent such lots or parcels are part of the Project.

1.11 “MORTGAGE” shall mean and refer to any duly recorded mortgage or deed of trust encumbering a Lot. A **“First Mortgage”** shall refer to a Mortgage which has priority over all other Mortgages encumbering a specific Lot.

1.12 “MORTGAGEE” shall mean and refer to the mortgagee or beneficiary under any Mortgage. A **“First Mortgagee”** shall mean the holder of a First Mortgage.

1.13 “OFFICE OF THE COUNTY RECORDER” shall mean the Office of the County Recorder of Fresno County, California.

1.14 “OWNER” shall mean and refer to one or more persons or entities who are alone or collectively the record owner of fee simple title to a Lot, including Declarant or the vendee under an installment land sales contract, but excluding those having any such interest merely as security for the performance of an obligation. If a Lot is leased by Declarant for a term in excess of twenty (20) years and the lease or memorandum thereof is recorded, the lessee or transferee of the leasehold interest and not the Declarant shall be deemed to be the Owner. If fee title to a Lot

is owned other than by Declarant, the Owner of the fee title and not the lessee of such Lot shall be deemed the Owner regardless of the term of the lease.

1.15 "PERSON" shall mean a natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.16 "PROJECT" shall mean and refer to the Property, including all structures and Improvements located and to be located thereon.

ARTICLE II USE RESTRICTIONS

2.1 Commercial Use. No part of a Lot shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or any nonresidential purposes except that professional and administrative occupations without external evidence thereof may be conducted by Owners so long as such occupations are in conformance with applicable laws or regulations and such activities are merely incidental to the use of the Lot as a single family residence. Examples of disallowed external evidence shall include, without limitation, unreasonable traffic congestion, advertising within the Project, alteration of the appearance of a Lot, and alteration of the aesthetics of the Project. With the exception of propane tanks used for home style barbeques, no tank for the storage of gas or liquid shall be installed on any Lot unless such installation is done by the Declarant or has been approved by the Architectural Committee.

2.2 Single-Family Residential. All Lots shall only be used for the residential purposes of a household, and no Lot shall be rented for transient purposes (defined as rental for a period of less than thirty (30) days) or for rooming or boarding house purposes. Subject to the foregoing restrictions, each Owner shall have the right to lease his or her Lot provided that the lease is in writing, expressly provides that the tenancy is made subject to the covenants, conditions, limitations and restrictions contained in this Declaration, and provides that any failure by the tenant to comply with the terms of this Declaration shall be a default under the lease. Any Owner who shall lease his or her Lot shall be responsible for assuring compliance by such Owner's lessee with this Declaration. No Lot shall be further subdivided.

2.3 Improvements. No Improvements shall be commenced, erected, painted, planted or repaired upon any Lot except with the prior approval of the Committee. The procedures for obtaining such approval are set forth in Article IV, below.

2.4 Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Project except such signs as may be used by Declarant or their sales agents in connection with the development of the Project and sale of the Lots; provided, however, that an Owner or his or her agent may display on his or her Lot a sign advertising its sale or lease by him so long as such sign shall comply with any customary and reasonable standards promulgated by the Committee as to the size, color, shape or other qualification for permitted signs. Notwithstanding the restrictions set forth in this Section, Owners may install a reasonable number of signs which disclose that the Lot is protected by a security system. Such security signs may be placed on or around the Lot; provided, however, that such signs do not exceed customary dimensions.

2.5 Nuisance. No noxious or offensive trade or activity shall be carried on or upon any Lot or any part of the Project, nor shall anything be done or allowed thereon which may be or may become an annoyance or nuisance to, or which shall in any way interfere with the quiet enjoyment of, each of the Owners of his or her respective Lot.

2.6 Structures. No structure of a temporary character, trailer, basement, tent, shack, shed, barn, storage building, shed or other outbuilding shall hereafter be placed upon any portion of the Project at any time whether temporarily or permanently; provided, however, no more than one (1) equipment/supplies storage building may be located upon each Lot so long as such building is approved by the Architectural Committee and is not visible from any other portion of the Project other than such Lot nor visible from a street, is kept in good and first class condition and repair at all times. Notwithstanding the foregoing, the foregoing restriction shall not be a restriction upon the use of any Lot owned by Declarant.

2.7 Vehicles.

(a) Except as otherwise permitted by this Section 2.7, only conventional passenger vehicles are permitted to park on the Project and only in designated areas. Each Owner shall park, or cause to be parked, each vehicle owned, operated or under the control of such Owner in (i) the garage or driveway on the Lot of such Owner or (ii) on the street and adjacent to such Owner's Lot (or as close as possible to such Owner's Lot if parking adjacent to said Owner's Lot is unavailable or otherwise not permitted), except that "temporary parking" (defined below) shall be permitted in areas designated by the Committee. Each Owner of a Lot improved with a two-car garage shall ensure that his or her garage is maintained so as to be capable of accommodating, and each Owner shall park within that Owner's garage, at least one (1) of his or her passenger vehicles, exclusive of any vehicle that is in storage (as defined in Subsection 2.7.d, below) within the garage; and each Owner of a Lot improved with a three-car garage shall ensure that his or her garage is maintained so as to be capable of accommodating, and each Owner shall park within that Owner's garage, at least two (2) of his or her passenger vehicles, exclusive of any vehicle that is in storage (as defined in Subsection 2.7.d, below) within the garage. No vehicles of any type (other than emergency vehicles provided by the fire department or other emergency service provider in the course of providing such emergency service to the Project) may be parked in any area designated as a fire lane. Except as otherwise permitted by this Section 2.7, no commercial or recreational vehicles or equipment shall be permitted to remain upon the Project, including, without limitation, streets, alleys, driveways, or side and rear yards; provided, however, nothing contained herein shall preclude the parking of a commercial or recreational vehicle within the garage of a Lot.

(b) Recreational vehicles and recreational equipment are not permitted to be parked in front of any Lot or anywhere within the Project except entirely within the Owner's garage unless prior written approval of the Committee has first been obtained; provided, however, subject to any more restrictive ordinances of the City of Clovis, recreational vehicles and equipment owned or rented by an Owner may be parked on that portion of the street abutting such Owner's Lot (or as close as possible to such Owner's Lot if such parking is impossible or not permitted) for a maximum of four (4) hours in any forty-eight (48) hour period for the sole purpose of loading and/or unloading such recreational vehicle or equipment immediately prior to or after the use of such recreational vehicle or equipment for recreational purposes. Upon receipt

of prior written approval from the Committee, recreational vehicles and recreational equipment owned or leased by guests temporarily visiting an Owner may be parked on that portion of the street abutting such Owner's Lot (or as close as possible to such Owner's Lot if such parking is impossible or not permitted) for a period not to exceed four (4) days. Notwithstanding the foregoing, a recreational vehicle may be stored on a Lot provided that such recreational vehicle is adequately screened, in a manner approved by the Committee, from view from other portions of the Project other than such Lot and from the street. The Committee may impose restrictions on the height of the recreational vehicle and the type of screening; provided, however, that screening may be made of landscape materials such as hedges, trellises or other types of landscape screening materials, subject to the approval of the Committee with respect to the type, height, width, health and trimming of such landscape materials.

(c) No unreasonably noisy vehicles, and no vehicles emitting foul smelling or offensive exhaust shall be operated within the Project.

(d) No conventional passenger vehicle, recreational vehicle or equipment or commercial vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, stored, disabled, serviced or repainted on a Lot except within the Owner's garage, provided that such activity does not become an annoyance or nuisance to the neighborhood or in any way interfere with the quiet enjoyment of each of the other Owners of their respective Lots. For purposes of this Section, and without limiting the generality of the foregoing, a vehicle shall be deemed to be in storage if such vehicle is placed on a Lot for the primary purpose of storing such vehicle even if such vehicle is used occasionally. The foregoing restrictions shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and those activities normally incident to washing and polishing of vehicles.

(e) As used in this Section, "**conventional passenger vehicle**" shall be defined to be station wagons, family sedans, compacts, subcompacts, sport utility vehicles, pick-up trucks, pick-up trucks with shell not extending above the cab level beyond one (1) foot, passenger vans and passenger vans with extended tops not extending above the top more than six (6) inches, and motorcycles or similar vehicles licensed for operation on the public streets of California that have exhaust silencers (mufflers) installed and operating to reduce noise below the limits allowed by applicable law.

(f) As used in this Section, "**recreational vehicles or equipment**" shall include, without limitation, trailers, boats, campers, trailer coaches, buses, house cars, camp cars, motor homes (if a size larger than seven (7) feet in height and/or greater than one hundred twenty-four (124) inches in wheel base length), or any other similar type of equipment or vehicle.

(g) As used in this Section, "**commercial vehicle**" shall be defined as a truck of greater than one (1) ton capacity and/or any vehicle with a sign displayed on any part thereof advertising any kind of business or on which racks, materials, and/or tools are visible, or with a body type normally employed as a business vehicle whether or not a sign is displayed on any part thereof. The type of motor vehicle license plate shall not be material to the foregoing definition. "**Commercial vehicle**" shall not include sedans or standard size vans or pickup trucks which are used both for business and personal use provided that any signs or markings of

a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Committee.

(h) **“Temporary parking”** shall mean parking of vehicles belonging to guests of Owners and commercial vehicles being used in the furnishing of services to an Owner and parking of vehicles belonging to or being used by Owners for loading and unloading purposes.

2.8 Garage Doors. Garage doors shall remain closed at all times when garages are not in use, and each Owner shall maintain his or her garage in a neat, clean, and sanitary condition.

2.9 Animals. No animals or birds of any kind shall be raised, bred, or kept on any Lot, or on any portion of the Project, except as permitted by City.

Notwithstanding the foregoing, all animals belonging to Owners, occupants, or their licensees, tenants, or invitees within the Project must be either kept within an enclosure, or enclosed yard, or on a leash or other tether being held by a person capable of controlling the animal. All areas where animals are kept shall be maintained in a neat and sanitary condition. Each Owner shall be responsible for the immediate removal and disposal of all animal waste materials produced by such Owner's pet on any portion of the Project.

2.10 Oil and Mineral Rights. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Project nor, subsequent to the recording of this Declaration, shall oil or water wells, tanks, tunnels, or mineral excavations or shafts be installed upon the surface of the Project or with respect to water wells, within fifty (50) feet below the surface of the Project and with respect to all other matters, within five hundred (500) feet below the surface of such properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Project.

2.11 Unsightly Items. Each Owner shall regularly remove from his or her respective Lot all weeds, rubbish, debris, or unsightly material or objects of any kind and shall not allow any such items to accumulate on his or her respective Lot. All trash, garbage and other waste shall be kept in sanitary containers. All trash enclosures or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All trash enclosures, equipment, woodpiles and storage piles shall be kept screened or concealed from view of other portions of the Project other than such Lot, and the streets. No clothing or household fabrics shall be hung, dried or aired upon any Lot. All fences or screens shall comply with any standards established pursuant to the Article IV of this Declaration as to size, color or other qualification for permitted fences or screens. Each Owner shall keep all vegetation on his or her Lot neatly trimmed. If any portion of the landscaping upon any Lot is removed or destroyed, or damaged by fire or other cause, the Owner of the Lot shall re-landscape and re-plant within sixty (60) days of such damage.

2.12 Pests; Diseases. Each Owner of a Lot shall keep his or her Lot free from decaying trees, dead trees, and all insect/pest ridden or infested conditions. Each Owner shall,

immediately upon becoming aware of such decaying or dead trees, or insect/pest ridden conditions, promptly remove same from his or her Lot.

2.13 Antennae and Other Roof Structures. No television, radio, or other electronic towers, aerials, antennae or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on the Project unless and until the same shall have been approved in writing by the Committee, unless the same is contained within a building or underground conduits, or unless such structure is a video or television antenna with a diameter or diagonal measurement of one meter or less and such antenna is not visible from any street. To the extent permitted by law, the Committee may require a video or television antenna having a diameter or diagonal measurement of one meter or less to be reasonably screened from view of any street, as the case may be, provided such requirement does not significantly increase the cost of the video or television antenna system (including all related equipment), and does not significantly decrease its efficiency or performance. Notwithstanding the foregoing, all restrictions on video or television antennas (including satellite dishes) shall be subject to all applicable federal, state and local laws, including, but not limited to, the Federal Telecommunications Act of 1996.

No appliances or installations on exterior roofs of structures shall be permitted unless they are installed in such a manner that they are not visible from the streets or other Lots, except as otherwise provided above with respect to a video or television antenna and except that attic ventilators and solar panels which are architecturally treated in conformity with guidelines contained in the Architectural Standards (subject to the provisions of Section 714 of the California Civil Code, as same may be amended from time to time) and which have been approved by the Committee shall be permitted

2.14 Drainage; Slopes. All drainage of water from any Lot shall drain or flow into adjacent streets or alleys and shall not be allowed to drain or flow upon, across, or under any other portion of the Project unless an easement for such purpose is granted. An Owner shall not alter the drainage of water which exists pursuant to the drainage plan originally created at the time of the initial sale of his or her Lot by Declarant except through the use of a positive drainage device approved by a licensed landscape architect or civil engineer which does not materially affect the concentration or flow direction of drainage water under said drainage plan. Any alteration of the existing drainage plan must at all times comply with all applicable local governmental ordinances. Each Owner shall maintain, repair, replace, and keep free from debris or obstructions, the drainage system and devices located on his or her Lot. The slope areas, if any, located upon each Lot shall be maintained and kept in a stable condition by the Owner of the Lot upon which the same are located. All Lots and graded slopes shall be maintained so as to prevent any erosion thereof.

2.15 Garages. No garage doors shall be permitted to remain open except for temporary purposes, and the Architectural Committee may adopt rules for the regulation of the opening of garage doors.

2.16 Windows. No window shall be covered with aluminum foil, newspaper or other material not designed for use as a window cover. The Owner of each Lot shall keep the

bathroom windows and bathroom window sills within his or her Lot free and clear of any articles which may be visible from other portions of the Project.

2.17 Backboards. Unless otherwise approved by the Committee, no basketball backboards may be installed anywhere within the Project; provided, however, that an Owner may install a basketball backboard in the rear of his or her Lot provided that such basketball backboard is not visible from any street and may erect a temporary basketball backboard if such temporary basketball backboard is stored out of sight from any street at all times when not in use.

2.18 Maintenance by Owner. The Owner of each Lot shall maintain his or her Lot and the Improvements which are a part thereof in a clean and attractive condition and shall maintain the side yards and front yard of his or her Lot in accordance with the planting scheme established by the Declarant for his or her Lot (unless the Architectural Committee approves a change thereto). Without limiting the generality of the foregoing, the Owner of each Lot shall: (a) keep his or her Lot free from rubbish and litter, (b) maintain in good condition and repair the dwelling located upon his or her Lot, (c) maintain in good condition and repair and adequately painted or otherwise finished all improvements which are from time to time a part of his or her Lot, (d) maintain in good condition and repair all paved surfaces on his or her Lot and keep them clean, reasonably dry and free of oil and other extraneous matter; and (e) maintain the dwelling and adjacent fences upon his or her Lot free of graffiti within 72 hours of the appearance of any graffiti.

2.19 Solar and Other Energy Saving Devices. No solar and other energy saving device or system which was not part of the original construction of the Lots shall be permitted to be installed without the prior written approval of the Committee, which right of approval shall be exercised in a manner consistent with California law.

2.20 No Views. There are no views in the Project which are protected to any extent pursuant to this Declaration, and no Owner who becomes subject to the terms hereof shall thereby obtain any view rights whatsoever. Each Owner, by accepting a deed to a Lot, acknowledges that any construction or installation by Declarant or by other Owners following required approvals may impair the view of such Owner, and each Owner hereby consents to such impairment.

2.21 Limited Use Areas. Owners of Lots which contain an exclusive easement in favor of a utility company or similar entity for maintenance and repair are prohibited from constructing any improvement, including without limitation, balconies and decks over or on such easement areas (the "**Limited Use Areas**"), or in any way interfering with the maintenance and repair obligations of any such entity with respect to the Limited Use Areas.

2.22 Compliance with Law. No Owner shall permit anything to be done or kept in its, his or her Lot that violates any law, ordinance, statute, rule, or regulation of any local, county, state, or federal body.

2.23 Exceptions. The restrictions set forth in this Article II shall not and do not apply to any of the following:

- (a) any part of the Project which is owned by any public body;

(b) any act done or proposed to be done upon the Project, or any condition created thereon, by any governmental agency or entity, or the agents or employees of any governmental entity acting in the scope of their authority as such agents or employees;

(c) any act done or proposed to be done upon the Project, or any condition created thereon, by any utility company (including, but not limited to, companies furnishing electric, gas, water, telephone, cable television and/or sewer service to all or parts of the Project), or the agents or employees of any such company, which act could be done by such company were this Declaration not made;

(d) any act done or proposed to be done upon the Project, or any condition created thereon, by Declarant, or its successors, assigns, agents, employees or contractors, in connection with the marketing and sales by Declarant of the Lots, or in the course of planning for, preparing the Project for and/or construction upon the Project or any Lot of streets, utilities and residential buildings, and all other original improvements, or in connection with the exercise of any easement reserved to Declarant in Article III of this Declaration or in any conveyance document; provided, however, Declarant, in exercising all of its rights under this Declaration, shall not unreasonably interfere with the use by the Owners of the Lots; and

(e) any act done or proposed to be done upon the Project or any condition created thereon by any person pursuant to court order or the order of any public officer or public agency; provided, however, the orders contemplated in this subsection are only those which are the result of action initiated by public officers or agencies and which embody mandatory requirements with penalties for non-performance and are not those orders which result from the application of private parties or are merely permissive.

ARTICLE III EASEMENTS

2.24 Amendment to Eliminate Easements. This Declaration may not be amended to modify or eliminate the easements reserved to Declarant without prior written approval of Declarant and any attempt to do so shall have no effect. Any attempt to modify or eliminate this Section shall likewise require the prior written approval of Declarant.

2.25 Nature of Easements. Unless otherwise set forth herein, any easement reserved to Declarant herein shall be nonexclusive.

2.26 Certain Rights and Easements Reserved to Declarant.

(a) Utilities. There is hereby reserved to Declarant easements over the Project for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary sewer lines and drainage facilities as are needed to service the Project, together with the right to grant and transfer the same; provided, however, the exercise of such rights shall not unreasonably interfere with the use and enjoyment by the Owners of their Lots.

(b) Cable Television. There is hereby reserved to Declarant easements over the Project for the placement on, under or across the Project of transmission lines and other facilities for a community antenna television system and thereafter to own and convey such lines and facilities and the right to enter upon the Project to service, maintain, repair, reconstruct and replace said lines or facilities, together with the right to grant and transfer the same; provided, however, the exercise of such rights shall not unreasonably interfere with the use and enjoyment by the Owners of their Lots.

(c) Water Rights. There is hereby reserved to Declarant with full right and power to transfer or assign to others or to use or utilize on any other property owned or leased by Declarant, any and all water rights or interests in water rights no matter how acquired by Declarant and owned or used by Declarant in connection with or with respect to the Project, whether such water rights shall be riparian, overlying, appropriative, percolating, prescriptive or contractual, provided, however, the reservation made herein shall not reserve to or for the benefit of Declarant any right to enter upon the surface of the Project in the exercise of such rights.

(d) Construction and Sales. There is hereby reserved to Declarant, together with the right to grant and transfer the same to its successors and assigns, Declarant's sales agents and representatives and prospective purchasers of Lots, over the Project as the same may from time to time exist, easements for construction, display, maintenance, sales and exhibit purposes in connection with the sale or lease of Lots within the Project and for model home purposes in connection with the sale or lease of homes in other projects developed by Declarant elsewhere within the County; provided, however, such easements shall not be for a period beyond the earlier of (i) seven (7) years from the conveyance of the first Lot by Declarant to a resident Owner or (ii) the sale of all Lots within the Project to resident Owners, and provided further that the exercise of such rights shall not unreasonably interfere with the use and enjoyment by the Owners of their Lots.

(e) Emergency Vehicle Access. There is hereby reserved to Declarant, together with the right to grant and transfer the same to its successors and assigns, easements over the Project for fire department and other emergency vehicle access as needed to service the Project; provided, however, that such easements shall not unreasonably interfere with the use and enjoyment by the Owners of their Lots. In connection with the foregoing easement, Owners are prohibited from parking on or otherwise obstructing the streets and other areas within the Project designated as "no parking" areas. Vehicles parked in violation of this Section 3.3(e) shall be subject to towing at the sole cost of the owner of such vehicle.

2.27 Certain Easements for Owners.

(a) Rights and Duties: Utilities and Cable Television. Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Project, the Owners of any Lot served by said connections, lines or facilities shall have the right and there is hereby reserved to Declarant, together with the right to grant and transfer the same to Owners, an easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service his or her Lot, and to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Lot caused by such entry as promptly as possible after completion of work thereon.

(b) Rain Water Drainage Easements. There is hereby reserved to the Declarant together with the right to transfer and grant the same, easements in and over portions of Lots for the purpose of the installation and placement of drainage pipes in order to drain rain water from roofs or Lots; provided, however, that the Declarant shall be under no obligation to install or place such drainage pipes. No Owner shall interfere with the operation of such drainage pipes, gutters or any other drainage devices installed by Declarant.

2.28 Support, Settlement and Encroachment. There is hereby reserved to Declarant and its assigns the following reciprocal easements, which easements are hereby granted to the Owners, for the purposes set forth below:

(a) An easement appurtenant to each Lot which is contiguous to another Lot such that the first-mentioned Lot shall be the dominant tenement and the contiguous Lot shall be the servient tenement;

(b) The easements described in this Section 3.5 shall be for the purposes of engineering errors, errors in original construction and support and accommodation of the natural settlement or shifting of structures.

ARTICLE IV ARCHITECTURAL AND LANDSCAPING COMMITTEE

4.1 Establishment of Committee.

(a) Declarant hereby establishes an architectural and landscaping committee (“Committee”) for the purpose of performing the duties of the Committee as set forth in this Declaration. The Committee shall consist of three (3) members. The Declarant shall initially appoint the Committee members and shall have the unrestricted right to elect, appoint, and remove any or all of the members of the Committee at any time, and to fill any vacancy on the Committee until the “turn-over date”, which date is hereby established as the first to occur of (1) the date on which ninety percent (90%) of the Lots within the Project have been conveyed to resident Owners, or (2) five (5) years from the date this Declaration is recorded in the Office of the County Recorder. Declarant may at any sooner time assign in writing its powers of removal

and appointment concerning members of the Committee to the Owners of Lots in the Project, subject to such terms and conditions as Declarant may impose in its sole discretion. Such assignment shall be in a writing recorded in the Office of the County Recorder.

(b) After the turn-over date, the Owners of a majority of the Lots shall have the right and power to appoint and remove any and all of the members of the Committee. The name and address of Committee members appointed by Owners after the turn-over date shall be set forth in a writing which sets forth the legal description of the Project and is signed by all Committee members and recorded in the Office of the County Recorder.

(c) Members of the Committee appointed to the Committee by Declarant need not be Owners of Lots or residents of the Project, but all other members of the Committee must be Owners of Lots in residence at the Project.

4.2 Meetings; Actions Taken by Committee. The Committee shall meet from time to time, as necessary to perform its duties hereunder. Any two (2) members of the Committee may call a meeting by giving at least ten (10) days prior written notice of the time and place of such meeting to the other member (unless the notice requirement is waived by all members of the Committee as to a particular meeting). The actions of a majority of the Committee members present at a meeting at which a majority of the Committee members are present shall be deemed the action of the Committee. The Committee may, from time to time, by resolution unanimously adopted in writing, delegate its plan review responsibilities to one (1) or more Committee members. Upon such delegation, the approval or disapproval of plans and specifications by such person shall be equivalent to approval or disapproval by the entire Committee. In the absence of such a designation, the vote of a majority of the Committee at a meeting, or the unanimous written consent of the Committee taken without a meeting, shall constitute the act of the Committee.

4.3 General Provisions. The Committee may establish reasonable procedural rules in connection with the review of plans and specifications including, without limitation, the number of sets of plans to be submitted. Plans and specifications which are not submitted in full compliance with such rules shall be deemed not to have been submitted.

(a) The address of the Committee shall be provided to each Owner upon the close of escrow for his or her Lot. Thereafter, any change of address of the Committee shall be provided to each Owner by first class mail or hand delivery. Such address shall be the place for the submittal of plans and specifications and the place where the current architectural standards shall be kept.

(b) The establishment of the Committee and the systems herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain, repair, alter or modify or otherwise have control over the Lots as may otherwise be specified in this Declaration.

(c) In the event the Committee fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been duly submitted in accordance with

any rules regarding such submission adopted by the Committee, such plans and specifications will be deemed to have been approved.

4.4 Review of Proposed Construction.

(a) Subject to the rights of the Declarant to construct Improvements and develop the Project as set forth in this Declaration, no building, fence, wall, patio cover, landscaping, exterior lighting, change of Lot grading or drainage or other Improvements shall be commenced, erected, painted, planted, repaired, maintained or removed from in the Project, nor shall there be any addition to or change in the exterior of any building, fence, wall, structure, the painting (other than painting with the same color of paint as previously existed) of exterior walls, doors, trim, patio covers and solar and other energy saving devices, except in compliance with plans and specifications therefor which have been submitted to and approved by the Committee as to harmony of external design and location in relation to surrounding structures and topography. The Committee may, from time to time, adopt and promulgate architectural standards (the “**Architectural Standards**”) to be administered through the Committee. The Architectural Standards may include among other things those restrictions and limitations upon the Owners set forth below:

(i) Time limitations for the completion of the architectural improvements for which approval is required pursuant to the Architectural Standards;

(ii) Conformity of completed architectural improvements to plans and specifications approved by the Committee; provided, however, as to purchasers and encumbrances in good faith and for value, unless notice of noncompletion or nonconformance identifying the violating Lot and its Owner and specifying the reason for the notice, executed by the Committee, shall be filed of record in the Office of the County Recorder of the County, and given to such Owner within one (1) year of the expiration of the time limitation described in subsection (1) above, or unless legal proceedings shall have been instituted to enforce compliance or completion within said one (1) year period, the completed architectural improvements shall be deemed to be in compliance with plans and specifications approved by the Committee and in compliance with the Architectural Standards, but only with respect to purchasers and encumbrances in good faith and for value;

(iii) Such other limitations and restrictions as the Committee in its reasonable discretion shall adopt, including, without limitation, the regulation of the following: construction, reconstruction, exterior addition, change or alteration to or maintenance of any building, structure, wall or fence, including, without limitation, the nature, kind, shape, height, materials, exterior color and surface and location of such dwelling structure; and

(iv) a description of the types of such construction, reconstruction, additions, alterations or maintenance which, if completed in conformity with the Architectural Standards, do not require the approval of the Committee.

(b) The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, addition, etc., contemplated thereby, in the locations indicated, will comply with the standards prescribed in

this Declaration and the Architectural Standards and will not be detrimental to the appearance of the surrounding area of the Project as a whole, and that the appearance of any contemplated structure will be in harmony with the surrounding structures. The Committee may condition its approval of proposals or plans and specifications of such changes therein as it deems appropriate; and, may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submissions of plans for approval; and, may require a reasonable fee payable to the Committee for any costs involved to accompany each application for approval. The Committee may provide that the amount of such fee shall be uniform or that it be determined in any other reasonable manner.

(c) The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings of front, rear and side views, roof plans, landscape plans, construction schedule, and description or samples of exterior material and colors.

(d) Until receipt by the Committee of all required plans and specifications, the Committee may postpone review of any plans submitted for approval. Each Owner shall obtain a written receipt for any plans and specifications submitted to the Committee for approval. Decisions of the Committee and the reasons therefor shall be transmitted by the Committee to the applicant at the address set forth in the application for approval within thirty (30) days after receipt by the Committee of all materials required by the Committee. Notwithstanding the provisions of this Article IV, Declarant shall not need to seek approval of the Committee with respect to its construction activities until close of escrow for the sale of the last Lot in the Project from Declarant to a member of the public.

4.5 No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever, subsequently or additionally submitted for approval or consent.

4.6 Compensation of Members. The members of the Committee shall receive no compensation for services rendered other than reimbursement for expenses actually incurred by them in the performance of their duties hereunder.

4.7 Correction of Defects. Inspection of work and correction of defects therein shall proceed as follows:

(a) Any member of the Committee may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot after notice to the Owner in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with plans and specifications approved by the Committee and in accordance with the Architectural Standards; provided, however, that the Committee's right of inspection of Improvements for which plans have been submitted and approved shall terminate sixty (60) days after the respective Owner shall have given written

notice to the Committee of completion of the Improvements. If, as a result of such inspection, the Committee finds that any part of such Improvement was done without obtaining approval of the plans therefor, or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing of failure to comply with this Article IV within sixty (60) days from the inspections, specifying the particulars of noncompliance. The Committee shall have the authority to require the Owner to take such action as may be necessary to remedy the noncompliance.

(b) If, upon the expiration of sixty (60) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the Committee shall determine the estimated cost of correcting or removing the same, and the Committee, at its option, may record in the Office of the County Recorder a notice of noncompliance and exercise all other legal and equitable remedies as set forth herein or allowed by law.

(c) If, for any reason, the Committee fails to notify an Owner of any noncompliance with previously submitted and approved plans, within sixty (60) days after receipt of said written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

4.8 Non-Liability of Committee Members. No right, power, or responsibility conferred on the Committee by this Declaration shall be construed as a duty, obligation, or disability charged upon the Committee, Declarant, or any employee or agent of the Committee or Declarant. Neither Declarant, the Committee, nor any member thereof, nor their duly authorized representatives, shall be liable to any Owner or other person for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the Committee's duties hereunder, unless such loss, damage, or injury arise out of the willful or malicious misconduct of the Committee. Each Owner shall be solely responsible for any violation of this Declaration or any applicable instrument, law or regulation caused by an improvement made by such Owner even though same is approved by the Committee. Plans and specifications shall be approved by the Committee as to style, exterior design, appearance and location and are not approved for engineering design or for compliance with zoning and building ordinances, this Declaration, easements, deed restrictions and other rights and obligations affecting the Project, and by approving such plans and specifications, neither the Committee, the members thereof, nor Declarant assumes liability or responsibility therefor or for any defect in any structure constructed from such plans and specifications. The Committee shall have the right to require as a condition of approval that an Owner provide indemnification on terms and conditions satisfactory to the Committee.

4.9 Commencement and Completion of Improvements. The approval by the Committee of any proposed Improvement shall be conditioned on (i) such work commencing within one hundred eighty (180) days after written approval is forwarded to the Owner, and (ii) after commencement of the Improvement, work thereon shall be prosecuted continuously and diligently to its completion, which completion shall in no event be later than two hundred seventy (270) days after the aforementioned written approval is forwarded to the Owner.

4.10 Obligation to Landscape. Within nine (9) months after completion of the primary residential structure (as the term “completion” is defined in the preceding section), the Owner of the Lot upon which such structure is located shall complete the landscaping upon his or her Lot. The landscaping placed upon such Lot shall be in conformance with a landscaping plan which has been submitted to and approved by the Committee. It is the obligation of each Owner to submit a landscaping plan to the Committee in sufficient time to allow review and approval by the Committee, and completion of the landscaping installation, all within the aforementioned nine (9) month period. The Committee shall have the right, but not the obligation, to retain the services of a licensed landscape architect to review each landscaping plan submitted, and the Committee shall periodically adopt a schedule of maximum fees which may be charged to the Owner submitting a landscaping plan for approval to pay for such professional services.

ARTICLE V RIGHTS OF LENDERS

5.1 Priority of Mortgage Lien. No breach or amendment of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall affect, impair, defeat or render invalid the lien or charge of any First Mortgage made in good faith and for value encumbering any Lot, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee’s sale, or otherwise, with respect to a Lot except as otherwise provided in this Article.

5.2 Curing Defaults. A Mortgagee, or the immediate transferee of such Mortgagee, who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee’s sale shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type which is not practical or feasible to cure. The determination of the Committee made in good faith as to whether a breach is noncurable or not feasible to cure shall be final and binding on all Mortgagees.

5.3 Resale. It is intended that any loan to facilitate the resale of any Lot after judicial foreclosure, deed in lieu of foreclosure or trustee’s sale is a loan made in good faith and for value and entitled to all of the rights and protections afforded to other Mortgagees.

ARTICLE VI GENERAL PROVISIONS

6.1 Enforcement. The Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed pursuant to provisions of this Declaration, and in such action, shall be entitled to recover reasonable attorneys’ fees and all costs. Failure of the Committee or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.2 No Waiver. Failure by the Committee or by any Owner to enforce any covenant, condition, or restriction contained in this Declaration in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition or restriction.

6.3 Cumulative Remedies. All rights, options and remedies of Declarant (so long as Declarant is an Owner) and the Owners are cumulative, and not one of them shall be exclusive of any other, and Declarant (so long as Declarant is an Owner) and the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law whether or not stated in this Declaration.

6.4 Invalidity of Any Provision. Invalidation of any one or a portion of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

6.5 Covenants to Run with the Land; Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Project and all portions thereof and shall inure to the benefit of and be enforceable by the Committee and the Owners of any Lot, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the Owners of seventy-five percent (75%) of the Lots, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate this Declaration.

6.6 Sale or Title Transfer. Any owner, prior to the sale or transfer of his or her interest, must provide the prospective purchaser with a copy of this Declaration.

6.7 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract and for the maintenance of the Project. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.8 Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

6.9 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by the Committee or any Owner.

6.10 Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit.

6.11 Obligations of Declarant. So long as Declarant owns any portion of the Project, Declarant shall not be subject to the provisions of Article II or Article IV of this Declaration to the extent necessary to exercise Declarant's rights and fulfill Declarant's duties with regard to the development and disposal of the Project. In clarification of the foregoing and not in limitation thereof, nothing in this Declaration shall be understood or construed to:

(i) Prevent Declarant, its contractors, or subcontractors from doing on the Project or any Lot whatever is reasonably necessary or advisable in connection with the completion of said work; or

(ii) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Project as a residential community, and marketing the Lots; or

(iii) Prevent Declarant from conducting on any part of the Project its business of completing said work, and of establishing a plan of Lot ownership; or

(iv) Prevent Declarant from maintaining such sign or signs on any parts of the Project as may be necessary in the sole discretion of Declarant.

6.12 Effect of Declaration. Effect of Declaration. This Declaration is made for the purposes set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto..

6.13 Personal Covenant. To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Owner of such Lot and Declarant or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner.

6.14 Non-Liability of Officials. To the fullest extent permitted by law, neither the Committee or any member of the Committee shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications, course of action, act, omission, error, negligence or the like, including without limitation a decision not to institute inspections for alleged defects.

6.15 Construction by Declarant. Nothing in this Declaration shall limit the right of Declarant to alter the Lots or to construct such additional improvements as Declarant deems advisable prior to completion of improvements upon and the sale of the entire Project. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Project such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease or otherwise. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchaser from Declarant to establish on the Project additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Project. Declarant reserves the right to

alter its construction plans and designs as it deems appropriate. The rights of Declarant hereunder may be assigned to any successor or successors to all or part of said entity's respective interest in the Project, by an express assignment incorporated in a recorded deed or lease, as the case may be, transferring such interest to such successor. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the use and enjoyment by the Owners of their Lots.

6.16 Amendments. Subject to the other provisions of this Declaration, this Declaration may be amended as follows:

(a) Until such time as there is a Class A Ownership (defined below) pursuant to this Declaration, amendments or modifications shall be effective when executed by Declarant and when recorded in the Official Records of the County. Thereafter as long as there is a Class B Ownership (defined below), any amendments shall require the affirmative written consent or vote of not less than sixty-seven percent (67%) of the voting power of each class of Owners. After the Class B Ownership has been converted to Class A Ownership, amendments to this Declaration may be enacted only by the vote or written assent of Owners representing both sixty-seven percent (67%) of the total voting power of the Owners and a majority of the voting power of the Owners residing in Owners other than the Declarant;

(b) An amendment or modification that requires the vote and written assent of the Owners as hereinabove provided shall be effective when recorded in the Official Records of the County.

(c) Any Owner, may petition the county superior court for an order reducing the percentage of the affirmative votes necessary to amend this Declaration. The petition shall describe the effort that has been made to solicit approval of the Owners in the manner provided in this Declaration. The petition shall also describe number of affirmative and negative votes actually received, the percentage of affirmative votes required to effect the amendment in accordance with this Declaration, and other matters the petitioner considers relevant to the court's determination. The petition shall also contain as exhibits thereto, copies of all of the following: (1) the Declaration, (2) a complete text of the amendment, (3) copies of solicitation and notice materials utilized in the solicitation of owner approvals, (4) a short explanation of the reason for the amendment, and (5) any other documentation relevant to the court's determination;

(d) Notwithstanding the amendment procedures set forth above, Declarant reserves the right, prior to the close of escrow for the first sale of a Lot by Declarant to a resident Owner, to unilaterally make certain amendments ("**Exhibit Amendments**") to the exhibits attached hereto to amend said exhibits to more precisely describe the actual sizes and locations of the areas or improvements described on said exhibits. Declarant shall effect such changes by preparing or causing to be prepared, and recording or causing to be recorded, a declaration in a form determined by Declarant or as part of any Supplementary Declaration; and

(e) Notwithstanding any other provisions of this Declaration, at any time prior to the first anniversary of the Initial Sale Date, Declarant may unilaterally amend this Declaration by recording a written instrument which effects the amendment and is signed and

acknowledged by Declarant. "Initial Sale Date" shall mean the date of the close of escrow of the first Lot in the Project improved with a completed residence to an Owner other than Declarant.

(f) Notwithstanding any other provisions of this Section, for so long as Declarant owns any portion of the Project, Declarant may unilaterally amend this Declaration by recording a written instrument signed by Declarant in order to conform this Declaration to the requirements of VA, FNMA, GNMA or FHLMC then in effect.

(g) The Project shall have two classes of voting ownership:

(i) Class A. Class A Owners shall be all Owners except Declarant. Each Class A Owner shall be entitled to one (1) vote for each Lot owned. When more than one (1) person owns a Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(ii) Class B. The Class B Owner shall be Declarant. Declarant shall be entitled to three (3) votes for each Lot which it owns in the Project.

Class B Ownership shall cease and be converted to Class A Ownership on the date which is four (4) years after the date of the first conveyance of a Lot in the Property.

6.17 Insurance Obligations of Owners. Each Owner shall be solely responsible for insuring his or her Lot and all Improvements thereon against loss or damage by fire or other casualty. Each Owner shall also be solely responsible for obtaining adequate comprehensive public liability insurance, including medical payments and malicious mischief, insuring against liability for bodily injury, death, and property damage arising from his or her activities on his or her Lot.

6.18 Notices. Except as otherwise provided in Article VII below, any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same had been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Committee for the purpose of service of such notice, or to the residence of such person if no address has been given to the Committee. Such address may be changed from time to time by notice in writing to the Committee.

ARTICLE VII DISPUTE RESOLUTION

7.1 Resolution of Disputes. Due to the complex nature of construction and the subjectivity involved in evaluating the quality thereof, disputes may arise as to whether a defect in construction in any part of the Project exists and Declarant's responsibility therefor. Any claim, dispute, or other controversy between (a) the Association and/or any Owner(s) (individually and collectively "**Claimant**") and (b) the Declarant or any affiliated general contractor or affiliated contractor who is a "builder" within the meaning of Civil Code §911 or any director, officer, member, shareholder, partner, employee, or agent of the Declarant or any such builder, or any nonaffiliated general contractor, nonaffiliated contractor, subcontractor,

material supplier, individual product manufacturer, design professional, or any other person that provided materials or labor or other services to the Project on behalf of Declarant, (individually and collectively the **“Declarant”** for purposes of this Article VII), relating to this Declaration, the use, condition, design, specifications, surveying, grading, construction, installation, budgeting, or operation of any Improvements or landscaping located within the Project, including but not limited to any claims for violation of the functionality standards in Civil Code §§896-897, whether based in contract, tort, or statute violation (individually and collectively the **“Claim”**), shall be subject to the claim procedures set forth in this Article VII (the **“Claim Procedures”**).

The intention and purpose of this Article VII is to provide that all Claims against the Declarant relating to the Project be resolved in accordance with the claims procedures set forth in this Article regardless of the legal theory upon which the Claim is based so that a certain and efficient method is established for resolution of the Claim. As a result, any Claim based on misrepresentation, fraud, breach of contract, violation of a statute or personal injury, as well as Claims for breach of the functionality standards, are subject to the Claim Procedures in this Article VII.

The procedures in this Article VII do not apply to Declarant’s normal customer service procedures. Owners are encouraged to resolve any potential Claim first through Declarant’s normal customer service procedures.

Declarant and Claimant covenant not to commence any litigation without complying with the procedures set forth herein. If any party breaches this covenant, the other party may obtain an appropriate order compelling the breaching party to comply. Except as expressly authorized by law, nothing in this Article VII shall reduce or extend any applicable time frame within which legal action must be commenced, including applicable statutes of limitation or repose and time frames in California Civil Code Sections 896, 897 and 941.

7.2 Builder’s Right to Repair Law. Title 7 of Part 2 of Division 2 of the California Civil Code (Civil Code Sections 895-945.5, commonly known as SB 800 or the Builder’s Right to Repair Law) sets forth Functionality Standards in Civil Code Sections 896-897 that describe how the improvements within this Project should function during certain applicable time periods (**“Functionality Standards”**). SB 800 affects the legal rights of each Claimant. Claimant has certain rights under SB 800 if the improvement or landscaping fails to meet a Functionality Standard during the applicable time period. These rights may be lost as described in Civil Code Section 945.5, including if the Claimant: (a) fails to follow Declarant’s or the manufacturer’s reasonable recommendations on inspection and maintenance, including schedules; (b) fails to follow commonly accepted homeowner maintenance guidelines; (c) fails to provide Declarant with timely notice after a discovery of the violation of the Functionality Standard or to allow Declarant reasonable and timely access for repairs; or (d) unreasonably fails to minimize or prevent damages in a timely manner.

7.3 Notice of Prelitigation Procedures – Declarant’s Election to use Chapter 4 Prelitigation Procedures. Chapter 4 of the Builder’s Right to Repair Law, codified at California Civil Code §§910-938 contain prelitigation procedures to resolve a claim of violation of Functionality Standards. These procedures affect the legal rights of homeowners. As authorized by Civil Code §914, Declarant may elect to use these prelitigation procedures or use alternative procedures. **Declarant has elected to use the prelitigation procedures set forth in Civil Code Sections 910-938.** Declarant’s election is made on behalf of all persons identified as a “Declarant” in Section 7.1 above. The Claim shall be subject to the nonadversarial procedures set forth below:

(a) Claim Notice. The Claimant shall notify Declarant in writing of the Claim addressed to the agent for service of the Claim Notice described in Section 7.6 of this Declaration, below. The notice shall (i) contain the Claimant’s name and address and preferred method of contact, (ii) state that the Claimant elects to commence the procedures in this Article VII to resolve the Claim; (iii) describe the Claim in reasonable detail sufficient to determine the nature and location, to the extent known, of the claimed violation; and (iv) if applicable, state that the Claimant alleges a violation of the Functionality Standards (“**Claim Notice**”).

(b) Claim Procedures. The Claim shall be processed in accordance with the nonadversarial prelitigation procedures set forth in Civil Code Sections 910-938.

7.4 Binding Adversarial Procedures. If Claimant and Declarant cannot resolve the entire Claim in accordance with the procedures in Section 7.3 of this Declaration, or if corrective action is undertaken by Declarant and the parties disagree on the adequacy of the corrective action or any other claims arising from the corrective action, the portion of the Claim not resolved, including any unresolved claims arising from the corrective action undertaken by Declarant or Declarant’s agents, shall be resolved in accordance with the binding adversarial procedures set forth in Section 7.5 below.

7.5 BINDING ARBITRATION OF DISPUTES; WAIVER OF JURY TRIAL. THIS SECTION 7.5 SHALL APPLY TO ALL CLAIMS (AS DEFINED IN SECTION 7.1 ABOVE). IF THE PARTIES CAN NOT RESOLVE THE CLAIM IN ACCORDANCE WITH THE PROCEDURES OF SECTION 7.3 OF THIS DECLARATION, THEN THE PORTION OF THE CLAIM UNRESOLVED SHALL BE SUBMITTED TO ARBITRATION PURSUANT TO THIS SECTION 7.5 ANY AND ALL SUCH UNRESOLVED CLAIMS SHALL BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH THE FOLLOWING RULES AND PROCEDURES:

(a) THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH AND PURSUANT TO THE COMPREHENSIVE ARBITRATION RULES AND PROCEDURES OF JAMS IN EFFECT AT THE TIME OF THE INITIATION OF THE ARBITRATION. IN THE EVENT JAMS IS UNABLE OR UNWILLING TO CONDUCT OR IS DISABLED FROM CONDUCTING SUCH ARBITRATION, THE ARBITRATION SHALL BE SUBMITTED TO ARBITRATION BY AND PURSUANT TO RULES OF THE ALTERNATE ARBITRATION SERVICES SELECTED IN ACCORDANCE WITH THE AGREEMENT OF THE PARTIES. IF THE PARTIES ARE UNABLE TO AGREE UPON AN ALTERNATE ARBITRATION SERVICE, THEN

EITHER PARTY MAY PETITION ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY TO APPOINT SUCH AN ALTERNATIVE SERVICE, WHICH SHALL BE BINDING ON THE PARTIES. THE RULES AND PROCEDURES OF SUCH ALTERNATIVE ARBITRATION SERVICE IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED SHALL BE FOLLOWED.

(b) NOTWITHSTANDING ANY PROVISION OF THIS SECTION 7.5 TO THE CONTRARY, EITHER PARTY MAY USE SMALL CLAIMS COURT AS AN ALTERNATIVE TO ARBITRATION OF A DISPUTE IF THE AMOUNT IN CONTROVERSY IS WITHIN THE THEN APPLICABLE JURISDICTIONAL LIMITS OF SMALL CLAIMS COURT.

(c) GENERAL PROVISIONS.

(i) THIS SECTION 7.5 SHALL INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY, DECLARANT'S SUBCONTRACTORS, AGENTS, VENDORS, SUPPLIERS, DESIGN PROFESSIONALS, INSURERS AND ANY OTHER PERSON WHOM THE CLAIMANT CONTENDS IS RESPONSIBLE FOR ANY ALLEGED CONDITION IN OR TO THE PROJECT OR AN IMPROVEMENT THERETO. THE PARTIES CONTEMPLATE THE INCLUSION OF SUCH PARTIES IN ANY ARBITRATION OF A DISPUTE AND AGREE THAT THE INCLUSION OF SUCH PARTIES WILL NOT AFFECT THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT.

(ii) THE ARBITRATOR SHALL BE AUTHORIZED TO PROVIDE ALL RECOGNIZED REMEDIES AVAILABLE IN LAW OR IN EQUITY FOR ANY CAUSE OF ACTION THAT IS THE BASIS OF THE ARBITRATION. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING. AN APPLICATION TO CONFIRM, VACATE, MODIFY OR CORRECT AN AWARD RENDERED BY THE ARBITRATOR SHALL BE FILED IN ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE PROJECT IS LOCATED.

(iii) THIS ARBITRATION AGREEMENT SHALL BE DEEMED TO BE A SELF-EXECUTING ARBITRATION AGREEMENT. ANY DISPUTE CONCERNING THE INTERPRETATION OR THE ENFORCEABILITY OF THIS SECTION 7.5, INCLUDING, WITHOUT LIMITATION, ITS REVOCABILITY OR VOIDABILITY FOR ANY CAUSE, ANY CHALLENGES TO THE ENFORCEMENT OR THE VALIDITY OF THIS DECLARATION, OR THIS SECTION 7.5, OR THE SCOPE OF ARBITRABLE ISSUES UNDER THIS SECTION 7.5, AND ANY DEFENSE RELATING TO THE ENFORCEMENT OF THIS SECTION 7.5, INCLUDING WITHOUT LIMITATION, WAIVER, ESTOPPEL, OR LACHES, SHALL BE DECIDED BY AN ARBITRATOR IN ACCORDANCE WITH THIS SECTION 7.5 AND NOT BY A COURT OF LAW.

(iv) THE PARTICIPATION BY ANY PARTY, OR ANY PARTY WHOM OWNER CONTENTS IS RESPONSIBLE FOR A DISPUTE, IN ANY JUDICIAL PROCEEDING CONCERNING THIS SECTION 7.5 OR ANY MATTER ARBITRABLE HEREUNDER SHALL NOT BE ASSERTED OR ACCEPTED AS A REASON TO DELAY, STAY, OR TO REFUSE TO PARTICIPATE IN ARBITRATION, OR TO REFUSE TO COMPEL ARBITRATION AND THIS SECTION 7.5, INCLUDING INSTANCES IN WHICH THE JUDICIAL PROCEEDING INVOLVES PARTIES NOT SUBJECT TO THIS ARBITRATION AGREEMENT AND/OR WHO CANNOT OTHERWISE BE COMPELLED TO ARBITRATE.

(v) EXCEPT AS AGREED BY THE PARTIES PURSUANT TO AN ENFORCEABLE PROVISION TO THE CONTRARY, IN THE EVENT OF A DISPUTE INVOLVING DECLARANT AND ONLY ONE (1) RESIDENTIAL OWNER, THE DECLARANT SHALL ADVANCE THE FEES NECESSARY TO INITIATE THE ARBITRATION; IN ALL OTHER DISPUTES, SUCH FEES SHALL BE SHARED EQUALLY BY THE PARTIES TO THE ARBITRATION; PROVIDED, HOWEVER, THE ADMINISTRATION FEES AND ANY OTHER FEES AND COSTS OF THE ARBITRATION SHALL ULTIMATELY BE BORNE AS DETERMINED BY THE ARBITRATOR.

(vi) THE ARBITRATOR APPOINTED TO SERVE SHALL BE A NEUTRAL AND IMPARTIAL INDIVIDUAL EXPERIENCED IN THE SUBJECT MATTER OF THE DISPUTE.

(vii) THE VENUE OF THE ARBITRATION SHALL BE IN THE COUNTY WHERE THE PROJECT IS LOCATED UNLESS THE PARTIES AGREE IN WRITING TO ANOTHER LOCATION.

(viii) PROMPT AND TIMELY COMMENCEMENT OF THE ARBITRATION SHALL BE REQUIRED IN ACCORDANCE WITH (i) THE ABOVE-REFERENCED RULES OF THE ARBITRATION, OR IF THE RULES DO NOT SPECIFY A DATE BY WHICH THE ARBITRATION MUST COMMENCE, THEN (ii) A DATE AS AGREED TO BY THE PARTIES, AND IF THEY CANNOT AGREE, (iii) A DATE DETERMINED BY THE ARBITRATOR(S).

(ix) PROMPT AND TIMELY CONCLUSION OF THE ARBITRATION SHALL BE REQUIRED

(x) IF ANY PROVISION OF THIS SECTION 7.5 SHALL BE DETERMINED BY THE ARBITRATOR OR BY ANY COURT TO BE UNENFORCEABLE OR TO HAVE BEEN WAIVED, THE REMAINING PROVISIONS SHALL BE DEEMED TO BE SEVERABLE THEREFROM AND ENFORCEABLE ACCORDING TO THEIR TERMS.

(xi) THIS DECLARATION INVOLVES AND CONCERNS INTERSTATE COMMERCE, AND THIS SECTION 7.5 IS GOVERNED BY THE PROVISIONS OF THE FEDERAL ARBITRATION ACT (9 U.S.C. §1, ET SEQ.) NOW

IN EFFECT AND AS THE SAME MAY FROM TIME TO TIME BE AMENDED, TO THE EXCLUSION OF ANY DIFFERENT OR INCONSISTENT STATE OR LOCAL LAW, ORDINANCE, REGULATION, OR JUDICIAL RULE. ACCORDINGLY, ANY AND ALL CLAIMS NOT OTHERWISE RESOLVED IN ACCORDANCE WITH SECTION 7.3 SHALL BE ARBITRATED – WHICH ARBITRATION SHALL BE MANDATORY AND BINDING – PURSUANT TO THE FEDERAL ARBITRATION ACT, AND TO THE EXTENT THAT ANY STATE OR LOCAL LAW, ORDINANCE, REGULATION, OR JUDICIAL RULE SHALL BE INCONSISTENT WITH ANY PROVISION OF THE RULES OF THE ARBITRATION SERVICE UNDER WHICH THE ARBITRATION PROCEEDING SHALL BE CONDUCTED, THE LATTER RULES SHALL GOVERN THE CONDUCT OF THE PROCEEDING.

NOTICE: DECLARANT, ON BEHALF OF EACH PERSON IDENTIFIED AS A “DECLARANT” IN SECTION 7.1 ABOVE, AND EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT WITHIN THE PROJECT, AGREES TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION 7.5 ENTITLED “ARBITRATION OF DISPUTES; WAIVER OF JURY TRIAL” DECIDED BY NEUTRAL, BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT, AND SUCH OWNER IS GIVING UP ANY RIGHTS IT MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL OR OTHER PROCEEDING. EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT WITHIN THE PROJECT, IS GIVING UP ITS JUDICIAL AND/OR STATUTORY RIGHTS TO DISCOVERY, TRIAL AND APPEAL, EXCEPT TO WHATEVER EXTENT ANY RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION AGREEMENT. IF AN OWNER REFUSES TO SUBMIT TO ARBITRATION, (i) SUCH PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT, AND/OR (ii) ARBITRATION MAY GO FORWARD IN THE ABSENCE OF THE REFUSING PARTY.

7.6 Agent for Service of Claim Notice. Any Claim Notice as described in Section 7.3 above, and any requests for information, including requests for copies of the documents described in Section 7.7 below, shall be served on Declarant’s agent by certified mail, overnight mail, or personal delivery. The name and address of Declarant’s agent for this purpose is:

WC CLOVIS 6186 LLC
1446 Tollhouse Rd Suite 103,
Clovis, CA 93611
Attn: Mr. Joshua Peterson

If the Claim Notice cannot be served on Declarant’s agent at the above-referenced address because the agent is no longer located at the address or the agent has changed and Declarant has not given the Claimant an updated address or the name or the address of the new

agent, the Claimant may serve the Claim Notice on Declarant's agent for notice under Civil Code §912(e) on file with the California Secretary of State's Office in Sacramento, California. The current telephone numbers and website for the Secretary of State's Office are (916) 657-5448 or (916) 653-3984 and <http://www.sos.ca.gov>. Written request can be mailed to the California Secretary of State, Special Filings, P.O. Box 942877, Sacramento, CA 94277-0001.

If the Claim Notice is served by mail, it shall be assumed received by Declarant on the third business day after deposit into the U.S. Mail. If delivered by overnight mail, such as Federal Express or UPS, it shall be assumed received on the next business day. If delivered personally, it shall be assumed received on the date of personal delivery. These assumptions may be rebutted by Declarant if Declarant did not receive actual notice.

7.7 Documents and Subsequent Owners. Declarant has provided copies of the following documents to the initial purchasers of homes in this Project:

- (a) Inspection and maintenance schedules and guidelines;
- (b) A limited fit and finish warranty and manufacturers products' limited warranties;
- (c) A copy of Title 7 of Part 2 of the Civil Code (SB 800).

The initial purchasers shall retain the foregoing documents (Documents) and on transfer of title to the Property to a subsequent owner shall transfer the Documents or provide true and complete copies to the new owner(s) on or before transfer of title and instruct the new owner(s) that they are to retain the Documents and transfer or provide copies to any subsequent owner(s). Replacement copies of the Documents may be obtained from Declarant by contacting Declarant at Declarant's principal place of business or through the agent for claim notice purposes described in Section 7.6 above. Declarant may charge a reasonable fee for providing replacement copies. Initial purchasers and subsequent owners must comply with the inspection and maintenance guidelines provided by the Declarant and any manufacturer.

7.8 Amendment. Notwithstanding any other provision of this Declaration to the contrary, this Article VII shall not be amended without the express written consent of the Declarant, which may be withheld in the Declarant's sole and absolute discretion for a period of twenty (20) years from the date of recordation hereof; provided, however, that: (i) the provisions in this Article VII may be modified or waived with respect to any particular Claim with the written consent of Declarant and the Claimant or Claimants that made the Claim; and (ii) the provisions in this Article VII may be modified with respect to any lots owned by Declarant by filing an amendment to this Declaration in the records of the County in which the Development is located, and such amendment shall affect only lots owned by Declarant at the time the amendment is recorded and such other lots whose owners consent to the amendment in writing.

7.9 Severability. If any provision of this Article VII shall be determined by the arbitration or by any court to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.

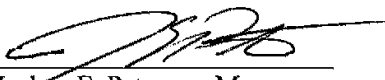
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this effective FEBRUARY 6, 2020

"DECLARANT"

WC Clovis 6186 LLC,
a California limited liability company

By: JPF Capital, LLC
a California limited liability company,
Its Sole Member

By: JP Holdings, LLC
a California limited liability company
Its Sole Member

By: 
Joshua E. Peterson, Manager
2-6, 2020

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 FRESNO)

On FEBRUARY 6, 2020, before me, ALISON G. BAKER,
 (insert name and title of the officer)

Notary Public, personally appeared JOSHUA E. PETERSON,
 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

Alison G. Baker

(Seal)

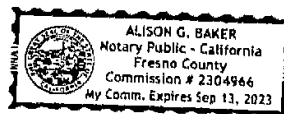


EXHIBIT "A"
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS
CADENCE

DESCRIPTION OF PROPERTY

That certain real property located in the City of Clovis, County of Fresno, State of California, described as follows:

LOTS 1 THROUGH 81, INCLUSIVE, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "TRACT NO. 6186A" FILED FOR RECORD ON DECEMBER 30, 2019, IN VOLUME 89 OF PLATS, AT PAGES 46-48, FRESNO COUNTY RECORDS.