

NOTICE
(Govt. Code §12956.1)

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON 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. 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

RECORDING REQUESTED BY:

Los Ranchitos Homeowners Association



WHEN RECORDED MAIL TO:
 Los Ranchitos HOA
 c/o Ralston Mgmt.
 41874 Sixth St.
 Temecula, CA 92590

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(Above Space for Recorder's Use)

**2013 AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 LOS RANCHITOS HOMEOWNERS ASSOCIATION
 A California Non-Profit Corporation**

**NOTICE
 (Gov't Code §12956.1)**

If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, 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. 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.

**2013 AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LOS RANCHITOS HOMEOWNERS ASSOCIATION**

This 2013 Amendment to Declaration of Covenants, Conditions and Restrictions For Los Ranchitos Homeowners Association (this "Amendment") is made on the day and year set forth below, by Los Ranchitos Homeowners Association, a California non-profit corporation (the "Association"), with reference to the following:

RECITALS

A. This Amendment is recorded for the purpose of amending that certain Declaration of Restrictions which was recorded in the Office of the County Recorder of Riverside County, California on October 11, 1966, as Document No. 100757, which document was later extended and amended by document recorded on June 3, 2008 as Document No. 2008-0300969, and any other amendments, annexations or similar documents containing restrictions applicable to the Property that may appear of record, all in the Official Records of Riverside County, California, hereinafter referred to collectively as "Declaration," unless the context clearly indicates otherwise:

B. The legal description of the property that has been subjected to the terms of the Declaration (the "Covered Property") is:

Lots 1 through 102 in Tract 3552, as shown on a map recorded October 5, 1966 as Document No. 98816, in Book 56, Pages 63 through 66 of Miscellaneous Maps, Records of Riverside County, California.

Lots 1 through 34, inclusive, of Tract 3646, as shown on a map recorded September 20, 1967 as Document No. 82856, in Book 57, Pages 86 through 87, both inclusive, of Miscellaneous Maps, Records of Riverside County, California.

Lots 1 through 23, inclusive, and 26 through 49, inclusive, of Tract 3752, as shown on a map recorded July 31, 1968 as Document No. 74102, in Book 59, Pages 53 through 55, both inclusive, of Maps, Records of Riverside County, California.

Lots 1 through 4, inclusive, of Tract 3750, as shown on a map recorded October 2, 1968 as Document no. 95104, in Book 59 Page 100, of Maps, Records of Riverside County, California.

C. The Owners and Members of the Association wish to modify the Declaration as to the subject property by amending the Declaration as set forth herein.

D. Lot 28 of Tract Map 3752 is more fully described in Exhibit "A" attached hereto (the "Subject Property"). The owner ("Subject Property Owner") of the Subject Property



desires to develop and use the Subject Property as a portion of a commercial hospital development project.

- E. The Association's membership and Board of Directors have agreed to support this Amendment and to allow the Subject Property to be developed as a portion of the Hospital Project including any reasonable accessory purposes allowed by zoning and subject to the terms, conditions and restrictions set forth herein and those contained in the Development Agreement attached hereto as Exhibit "B" and incorporated herein by this reference.
- F. This amendment has been adopted under the provision of Article VIII, Section 8.02 of the Declaration which requires approval by the written consent of owners of at least fifty-one percent (51%) of the Property.
- G. The Association has designated the President and Secretary to certify the approval of this amendment, and the President's and Secretary's certification is attached hereto as Exhibit "C."

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, the Declaration is hereby amended as follows:

- 1. This Amendment shall apply only to the Subject Property and to no other portion of the Covered Property.
- 2. With respect to the Subject Property only, Article IV of the Declaration is revised as follows:

4.05 Signs.

Signage on the Subject Property must receive prior written approval from the Architectural and Environmental Control Committee before it is installed. Signage on the Subject Property shall be consistent with the signage regulations of the City of Temecula.

4.06 Landscaping.

Prior to completion of construction, Subject Property Owner shall install, at its cost, landscaping detailed in the attached Development Agreement (Exhibit B) and as required by the City of Temecula in its Conditions of Approval for the Hospital Project, and as reasonably approved by the Association. Any improvements shall be properly maintained.



4.07 Building Regulations.

No building or other structure shall be built or erected on the Subject Property. No temporary buildings, tents, trailers or shacks shall be erected, placed or maintained on the Subject Property except as needed in the original development or reconstruction of the Subject Property, and then only in locations and of specifications approved by the Architectural and Environmental Control Committee, said approval not to be unreasonably withheld, conditioned or delayed.

4.08 Maintenance and Storage.

- (a) The Subject Property shall be properly maintained. Weeds shall be kept down on the Subject Property. Rubbish and debris shall be promptly removed.
- (b) No materials, supplies or equipment including motor vehicles shall be stored in any area of the Subject Property.
- (c) No boats, trailers, horse trailers, or house trailers or trucks larger than one-half (1/2) Ton capacity shall be stored in any roadway or street on or adjacent to the Subject Property or on any portion of the Subject Property visible from any roadway or street or adjoining lot.

4.09 Utilities.

All utilities and services to any building or improvements on the Subject Property or as part of the Hospital Project shall be installed underground.

3. Each and every provision of Article VI shall apply to the Subject Property with the exception of the first paragraph of Section 6.02, which shall apply as modified, as follows:

6.02 Committee Approval.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives fail to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, the Subject Property Owner shall notify the committee in writing, via Certified Mail with Return Receipt (signature required), that it has failed to approve or disapprove the plans which have been submitted. If the Committee fails to approve or disapprove the plans within



fifteen (15) days after receipt of said notice, approval will not be required and such plans and specifications shall be deemed and approved as submitted, so long as such plans and specifications reasonably comply in all respects with the Declaration, rules, and all other governing documents of the Association. The Association shall have the right to retain an architect or other appropriate professional(s) for the purpose of reviewing such plans and specifications, the cost of which review shall be considered a cost of application for which the Subject Property Owner shall be responsible to pay. Notwithstanding the foregoing, the cost of such review shall not exceed \$5,000.00.

4. With respect to the Subject Property only, Article VII of the Declaration shall be deleted in its entirety. The regulation of operations and permitted uses on the Subject Property shall be limited to those listed in the Development Agreement. The terms and condition of the Development Agreement shall have the same force and effect as if those provisions were included herein and shall be a covenant running with the land.
5. With respect to the Subject Property only, Article X shall be added to the Declaration, which will provide as follows:

ARTICLE X

ASSESSMENTS

10.01 Creation of Lien and Personal Obligation of Assessment.

The Subject Property Owner shall pay to the Los Ranchitos Homeowners Association an annual assessment. After the amendment is recorded, the Subject Property Owner shall pay, or cause to be paid, for as long as the amended CC&RS remain in effect, annual assessments to the HOA. Assessments are due July 1st, and the first annual assessment will be prorated based on the recording date. The \$3,500 baseline annual assessment shall be subject to annual increases as prescribed by the year-over-year (“YOY”) percent increase in annual average CPI – U (Consumer Price Index, All Items, for All Urban Consumers, not seasonally adjusted) for Los Angeles, Riverside and Orange Counties as reported for the last full calendar year. By way of example, the annual assessment will be adjusted on July 1, 2013 by the year-over-year in percent increase in annual average CPI-U from 2011 to 2012. (The 2012 annual average CPI-U was 236.648, up from 231.928 in 2011, resulting in a year-over-year percent increase of 2.0 %.) The resulting annual assessment will be the baseline upon which the following year’s annual increase will be applied. (i.e., Year 1 – baseline assessment of \$3,500, subject to proration. Year



2 – YOY percent increase in annual average CPI-U of 2.0% multiplied by the previous year's baseline assessment of \$3500 equals \$3,570. Year 3 if YOY percent increase in annual average CPI-U is 3% multiplied by the previous year's assessment of \$3,570 would equal \$3,677.10, etc.). This, and each subsequent years' assessment thereafter, are due and payable on the first day of July each year or such other day as the Association elects upon ninety days written notice to the Subject Property Owner. This annual assessment (together with interest, costs and reasonable attorney's fees if delinquent) shall be a charge on the Subject Property and shall be a continuing lien upon the Subject Property against which the assessment is made, the lien to be effective upon recordation of a Notice of Assessment pursuant, as a model, to the requirements in California Civil Code § 1367.1, as amended from time to time.

10.02 Purpose of Assessment.

The annual assessment levied by the Association shall be used exclusively to promote the economic interest, recreation, health, safety and welfare of all the residents in the entire Association.

10.03 Capital Contribution Assessment.

Upon the recordation of this Amendment the Subject Property Owner shall pay, or cause to be paid, the sum of \$45,000 to the Association, which includes an initial capital contribution payment of \$35,000, plus a payment of \$10,000 for HOA's legal fees and costs associated with mediation of the Dispute.

10.04 Effect of Nonpayment of Assessment.

Assessments are delinquent fifteen (15) days after they become due. The Board of Directors shall set the date upon which the annual assessment is due. A late charge of ten percent (10%) of the delinquent assessment shall be imposed upon any delinquent payment. Interest on delinquent assessments and late charges shall be imposed at an annual percentage rate of twelve percent (12%) interest commencing thirty (30) days after the assessments become due. Late charges and interest on past due amounts may be modified by the Board in accordance with any changes permitted by State law.



10.05 Enforcement and Remedies.

If any assessment is delinquent, the Association may record an assessment lien against the Subject Property Owner. The assessment lien provided for herein shall be subordinate to the lien of any mortgage or deed of trust upon the Subject Property. The lien shall be recorded and may be enforced in accordance with, and using as a model, the provisions of California Civil Code § 1367.1, as amended from time to time. The lien shall be signed by any officer of the Association or any agent designated by the Association.

6. With respect to the Subject Property only, Article XI shall be added to the Declaration, which will provide as follows:

ARTICLE XI

ADOPTION AND ENFORCEMENT OF RULES

11.01 Adoption of Rules.

The Board of Directors shall have the power to adopt reasonable operating rules for the Subject Property specifically directed to protect the quiet enjoyment of adjacent and nearby residential property owners. These rules may supplement the provisions contained in this Amendment and the Declaration. Rules adopted by the Association shall not contradict, or be more restrictive than, any of the provisions expressly contained in the above referenced documents.

7. The Board of Directors is authorized to execute the Development Agreement on behalf of the members and Los Ranchitos Homeowners Association. By passage of this Amendment, the membership hereby ratifies each and every provision contained within the Development Agreement.
8. Except as herein expressly amended, the Declaration is hereby ratified, reaffirmed and approved as to the Subject Property.

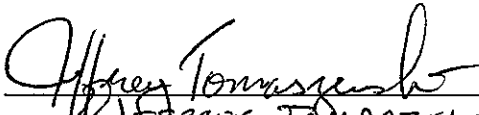
IN WITNESS WHEREOF, the undersigned have executed this 2013 Amendment to the Declaration of Covenants, Conditions and Restrictions and certified to its approval on the dates indicated in the attached acknowledgment.

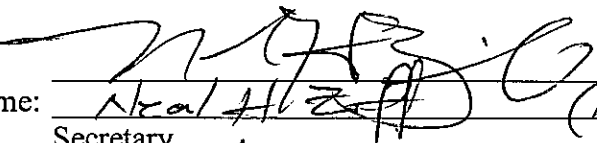
[SIGNATURES FOLLOW ON NEXT PAGE]



"ASSOCIATION"

LOS RANCHITOS HOMEOWNERS ASSOCIATION,
A California non-profit corporation

By: 
Name: JEFFREY TOMASZEWSKI
Its: President
Date: 06/17/13

By: 
Name: Neal H. Ziff (Neal H. Ziff)
Its: Secretary
Date: 6/17/13



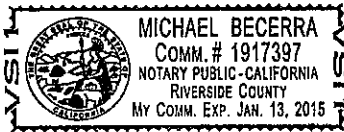
ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY Riverside) SS

On June 17, ²⁰¹³ 2011, before me, Michael Becerra a Notary Public in and for said State, personally appeared Jeffrey L. Tomaszewski 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.



Michael Becerra
Signature

SEAL

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- OFFICER(S) (TITLE[S]):
Pres.
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____
Chairperson

SIGNER IS REPRESENTING:
Name of person(s) or entity(ies)



ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY Riverside) SS

On June 17, ²⁰¹³ 2011, before me, Michael Becerra, a Notary Public in and for said State, personally appeared Neal H. Ziff, 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.

Michael Becerra
Signature

SEAL



CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- OFFICER(S) (TITLE[S]):
Sec.
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____
Chairperson

SIGNER IS REPRESENTING:
Name of person(s) or entity(ies)



EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

A portion of Parcel 1 of Parcel Map 32468 recorded in Book 233, Pages 41 – 45 of Parcel Maps recorded on 12/12/11 in the Office of the County Recorder of Riverside County, State of California, originally recorded as Lot 28 of Tract Map 3752 recorded in Map Book 59, Pages 53 – 55, recorded on 07/31/68 in the Office of the County Recorder of Riverside County, State of California.

A portion of APN 959-080-026



EXHIBIT "B"
DEVELOPMENT AGREEMENT
[ATTACHED]



DEVELOPMENT AGREEMENT

PARTIES

This Development Agreement ("Agreement"), dated and effective as of _____ ("Effective Date") is entered into in the City of Temecula, Riverside County, California, by and between the Los Ranchitos Homeowners Association, a California Non-profit Mutual Benefit Corporation (the "Association"), and UNIVERSAL HEALTH SERVICES OF RANCHO SPRINGS, INC. a California corporation ("Owner"). The Association and Owner may be referred to herein individually as a "Party" hereto or together as the "Parties" hereto.

RECITALS

- A. Owner owns Lot 28 of Tract 3752, California, consisting of approximately 2.98 acres and legally described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference (the "Subject Property").
- B. The Subject Property is subject to that certain Declaration of Covenants, Conditions and Restrictions dated September 30, 1966 and recorded on October 11, 1966 as Instrument No. 100757 in the Official Record of Riverside County, as amended from time to time thereafter (collectively, as amended, the "CC&Rs").
- C. Owner desires to develop and use the Subject Property as a portion of a hospital project (the "Hospital Project").
- D. Owner has made a request to the Board of Directors of the Association ("Board") for Board and Association membership support to adopt an amendment to the CC&Rs that would expressly permit development of the Subject Property as a portion of the Hospital Project upon which no buildings would be located.
- E. The Board has the right, power and all necessary authority to negotiate, execute, perform and bind itself and the collective membership of the Association to this Agreement, and agrees to recommend approval of the CC&Rs amendment expressly permitting certain uses of the Subject Property as set forth below (the "Amendment") to the Association membership on the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, the Parties agree that:

1. Incorporated Provisions. The preceding Parties and Recitals sections are material parts of this Agreement and are incorporated herein as through set forth in full.



2. Commercial Use: Endorsement of CC&R Amendment. The Subject Property will remain within the Association. The Board will (a) recommend to the Association membership that the Amendment be approved to expressly allow the uses of the Subject Property set forth herein subject to certain enumerated terms and conditions to be included in the Amendment, and (b) vote, unanimously in favor of adoption of the Amendment if and when the issue is presented to it for decision and vote. While the Board agrees to endorse the Amendment, it neither represents, warrants or covenants, nor is it responsible, to secure the votes necessary for passage, but will cooperate fully with Owner's efforts to obtain the necessary approval from the Association's membership. In that regard, it will cooperate fully with the Owner.

3. Regular Assessment. After the Amendment has been fully adopted, approved and ratified by the Association and the Board, and successfully recorded in the Official Records of Riverside County, California ("Recording"), then once per year, the Association shall assess the Subject Property a regular assessment, as follows: (a) The initial baseline annual assessment for the prorated year shall be (i) the sum of \$3,500 (ii) prorated for the period starting on the Recording Date and ending on the June 30th immediately following the Recording Date; and (iii) is due and payable to the Association not more than ten (10) business days after the Recording date; and (b) subsequent assessments shall be payable to the Association on the first business day of each July, starting on the July 1st, immediately following the Recording Date, and shall be subject to annual increases as prescribed by the year-over-year ("YOY") percent increase in annual average CPI - U (Consumer Price Index, All Items, for All Urban Consumers, not seasonally adjusted) for Los Angeles, Riverside and Orange Counties as reported for the last full calendar year. By way of example, the annual assessment will be adjusted on July 1, 2013 by the year-over-year in percent increase in annual average CPI-U from 2011 to 2012. (The 2012 annual average CPI-U was 236.648, up from 231.928 in 2011, resulting in a year-over-year percent increase of 2.0 %.) The resulting annual assessment will be the baseline upon which the following year's annual increase will be applied. (i.e., Year 1 - baseline assessment, subject to proration = \$3500. Year 2 - YOY percent increase in annual average CPI-U of 2.0% multiplied by the previous year's baseline assessment of \$3500 equals \$3570. Year 3 - if YOY percent increase in annual average CPI-U is 3% multiplied by the previous year's assessment of \$3570 would equal \$3677.10, etc.) The Association may change the payment date to a later date, but may not advance it, upon no less than ninety (90) days' written notice given to Owner.

4. Effect of Non-Payment of Assessment. Assessments are delinquent fifteen (15) days after they become due. The Board of Directors shall set the date upon which the annual assessment is due. A late charge of ten percent (10%) of the delinquent assessment shall be imposed upon any delinquent payment. Interest on delinquent assessments and late charges shall be imposed at an annual percentage rate of twelve percent (12%) interest commencing thirty (30) days after the assessments become due. Late charges and interest on past due



amounts may be modified by the Board in accordance with any changes permitted by State law.

5. Capital Contribution Assessment. Not more than ten (10) business days after the Recording date the Owner shall pay, or cause to be paid, the sum of Forty-Five Thousand Dollars (\$45,000) to the Association, which includes an initial capital contribution payment of Thirty-Five Thousand Dollars (\$35,000), plus a payment of Ten Thousand (\$10,000) for the Association's legal fees and costs associated with mediation of the Dispute. This one-time payment is a capital contribution assessment and is in addition to the Regular Assessments payable hereunder.
6. Architectural Control. The Subject Property will be subject to the Association's Architectural and Environmental Control Committee (the "Committee") existing standard approval requirements, including site design, lighting, architectural design, and landscaping design. Signage on the Subject Property must receive prior written approval from the Architectural and Environmental Control Committee before it is installed. Signage on the Subject Property shall be consistent with the signage regulations of the City of Temecula. The Board and the Association shall not unreasonably withhold, condition or delay approval of duly submitted and complete applications for improvements upon the Subject Property consistent with this Agreement and/or the Amendment.
7. Compliance with Governing Documents. Owner further agrees to abide by Association's governing documents as they apply to the Subject Property, including, but not limited to, the CC&Rs, bylaws, rules and regulations.
8. Documents. Owner, at Owner's expense, shall provide to the Association the following documents (and agrees the Association reserves the right to request and require additional documents consistent with the Association's architectural control requirements):
 - a. Copies of all plans and applications submitted to the City of Temecula and/or County of Riverside as apply to the Subject Property pursuant to the construction described herein, including without limitation building plans, architectural plans, landscaping plans, development agreements and use permits, etc., at the time such are submitted to the City and/or County;
9. Use Restriction. Subject to the Owner's right to install the specific items set forth in Section 11 below, use of the Subject property is limited to a passive landscaped area, including a stormwater detention basin/pond for the Hospital Project and serving as a natural buffer between the Hospital Project and neighboring properties. Subject to the Owner's right to install the specific items set forth in Section 11 below, no building or other structure shall be built or erected on the Subject Property without prior approval of the Association in accordance with the CC&Rs.



10. Fines; Quiet Enjoyment. Owner shall be subject to (i) the imposition of reasonable fines for violation of the provisions contained herein to the same extent that such fines are permissible under the CC&Rs; (ii) Association rules directed specifically to protect the quiet enjoyment of adjacent and nearby property owners within the Association (so long as such rules do not contradict the superseding terms of this Agreement or the CC&Rs; and (iii) Association governing documents applicable to the Subject Property.
11. Landscaping. Owner shall install, at its cost, the improvements on the Subject Property as required by the City of Temecula and detailed in Exhibit "B" attached hereto (the "Improvements"). Such Improvements shall include, but are not limited to: (i) a stormwater detention basin/pond; (ii) landscaping, earth berms and plantings; and (iii) continuation of the multi-use trail connecting immediately to the West of the Hospital Project and continuing to the property line at the drainage channel to the East of the Hospital Project. The multi-use trail shall be constructed per City of Temecula standards, including 5 foot high, three split rail fencing along both sides of the full length of the trail. The Improvements detailed on Exhibit "B" have been approved by the Association and the Committee and shall not require any further approvals by the Association or Committee. Any modification to the Improvements must be submitted to and approved by the Association in accordance with the CC&Rs.
12. Diligent Efforts to Complete Approved Construction. Upon execution of this Agreement, (i) Owner may continue with the development of the Hospital Project and shall not be required to wait until the Amendment is submitted to a vote by the Association's members, (ii) terms and conditions of the use of the Subject Property shall be as set forth in this Development Agreement, and (iii) the Owner and Association shall irrevocably cancel, rescind and terminate the Consent to Cease and Desist Unapproved Construction At Real Property Encumbered By Declaration dated March 15, 2012, a true and correct copy of which is attached as Exhibit "C" (the "Consent"). In the event Owner elects to continue the Hospital Project prior to approval of the Amendment, it expressly assumes the risk that the Amendment may not be approved by the Association's members. In the event the members do not approve the Amendment, the Consent shall remain cancelled, but the Association's permission to continue with the Hospital Project prior to approval may not be asserted by the Owner as either a defense (including, but not limited to waiver and estoppels), or a claim for damages in an action brought by the Members of the Association to enforce the CC&Rs. Owner, once construction is started, shall make diligent efforts to complete construction in a reasonable time, following a reasonable construction schedule.
13. Construction Hours.
- a. All construction work or preparation for construction work of any kind occurring on any portion of the Subject Property, including the arrival of workers, equipment maintenance and refueling, deliveries, and starting of



equipment, shall be done only between the hours from 7:00 a.m. and 5:00 p.m., Mondays through Saturdays, inclusive. On-site work or work preparation may not be conducted on any Sunday or any holiday observed by the City of Temecula, or at any other times proscribed by the City of Temecula. All workers must be off the Subject Property and outside of the Association's boundaries within 45 minutes after completion of workday.

- b. Conduct of Personnel. On the site and adjacent areas: (1) no drug (other than pursuant to a prescription) or alcohol will be used; (2) no pets or animals of any kind will be permitted; (3) all personnel will exhibit reasonable decorum in dress with recognition of the work to be performed; (4); no loud music will be allowed.
14. Stockpiles and Storage of Materials. Owner agrees it shall not stockpile or store dirt, soil, construction materials, or any other kind of material or substance on any portion of the Association's property, except the Subject Property. Said materials or substances stored on the Subject Property during construction shall be maintained in a clean and neat manner, and shall not be allowed to constitute a nuisance. Owner and its contractors must complete reasonable clean up at end of each day. All construction materials shall be secured at cessation of daily activity, and stored in enclosures as is reasonably feasible.
15. Trash. Trash containers for construction activities must not be overflowing and lids must be secured. All debris must be regularly removed, and in no event less than twice weekly.
16. Dust Control. Owner shall provide adequate dust control to preclude causing a nuisance to the homeowners living in the Association. If adequate dust control measures are not implemented within forty-eight (48) hours of notice to Owner, Association may order a water truck to provide adequate dust control, and Owner shall reimburse Association for its actual costs incurred within ten (10) days after written request therefore.
17. Fencing. Before starting construction, Owner shall install construction fencing around the perimeter of the Subject Property to secure the site and prevent debris from migrating onto adjacent property.
18. Indemnification; Maintenance; Warranties. Owner shall indemnify and hold Association, its members, Board, employees, servants, agents, attorneys, successors and assigns ("Indemnitees") harmless from all claims, demands, liability and/or expenses (including without limitation attorneys' fees) arising out of or encountered in connection with the performance of work performed by Owner, its agents, employees and/or vendors, pursuant to its development of the Subject Property, whether such claims, demands, liability and/or expenses are caused by Owner, or its officers, agents, employees, contractors, or subcontractors, or others employed by same, or products installed on the project by said persons/entities, excepting only such injury or harm as may be caused by



an Indemnitee's own negligence (whether active or passive) or willful misconduct. Such indemnifications shall extend to claims, demands, expenses and/or liabilities occurring after completion of development of the Subject Property as well as during the work's progress. Further, Owner, expressly covenants, warrants and agrees that all grading, design, construction, maintenance and continued use of the improvements on the Subject Property shall be in accordance with generally accepted design, construction, maintenance and repair practices and in compliance with all local, state and federal regulations, ordinances, laws and building codes. Association's consent to the terms of this Agreement shall not be construed as an acknowledgement that the development and/or improvements comply with applicable laws, and Owner shall be obligated to obtain any necessary building and grading permits and inspections and to verify compliance with all requirements imposed by law.

19. Not a Precedent. Should the Amendment be approved by the members of the Association, it will not be considered a precedent or open up the possibility for any other land in the Association which may not or in the future be considered for commercial development.
20. Binding on Successors. All rights, duties, and terms of this Agreement are binding upon, inure to the benefit of, and be enforceable by each party and its respective legal representatives, heirs, successors, and assigns. If several owners own the Subject Property or portions thereof, each is jointly and severally bound by the duties, obligations and liabilities provided for herein. This Agreement is binding on all assigns and successors in interest to Owners and the Amendment will be a covenant running with the land.
21. Entire Agreement; Amendment. This Agreement and the corresponding Amendment contain the entire agreement of the Parties with respect to the matters contained herein and therein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to such matters shall be effective for any purpose. No provision of this Agreement may be modified, waived, amended or added to except by a signed writing expressly stating that modification is intended. Such modification of this Agreement may also require additional amendment to the CC&Rs, which amendment would require approval of the Association membership and subsequent recording. Owner may seek to obtain approval of further amendment, but the Association and its Board are under no obligation to endorse further amendment of the CC&Rs with respect to the Subject Property, except as provided in this Agreement.
22. Attorneys' Fees. In any legal proceeding between the Parties seeking enforcement of or attempting to construe any of the terms and provisions of this Agreement, the prevailing party in such action, as determined by the final arbiter, shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, without limitation, service of process, filing fees, court and court reporter costs, investigation costs, expert witness fees, the cost of any bonds, and reasonable attorneys' fees.



23. Mediation. In addition to and prior to litigation, the Parties must first attempt to settle any claim by mediation in accordance with the current rules of the Judicial Arbitration and Mediation Service ("JAMS") location nearest to Temecula - unless the Parties agree to another set of rules or approach to mediation. Demand for mediation shall be filed in writing with the other party to this Agreement and with JAMS. A demand for mediation shall be made within a reasonable time after the claim has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. If mediation is unsuccessful, the Parties agree to submit their dispute to binding arbitration in accordance with the current rules of JAMS. Notwithstanding the forgoing, either Party may seek provisional relief from a court of competent jurisdiction if necessary.
24. Authority. Each of the undersigned Parties represents and warrants that each person executing this Agreement on its behalf is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document. The signature of each undersigned person shall be acknowledged on an acknowledgement attached to this Agreement.
25. Governing Law. This Agreement shall be governed by, interpreted under, construed, and enforced in accordance with the laws of the State of California without regard to conflicts of laws principles. Venue for any dispute resolution exclusively shall be in Riverside County, California, with any court proceedings only in the courts of the State of California.
26. Construction of Agreement. This Agreement is a negotiated agreement. If any construction is made of any provision of this Agreement, it shall not be construed for or against either Party on the grounds that such party was the drafter of the Agreement or any particular provision.
27. Gender; Headings. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders and the singular shall include the plural and vice versa. Headings of articles, paragraphs and subparagraphs are for convenience only, and neither limits nor amplify the provisions of this Agreement.
28. Delivery of Notices. Notices or other communications between the parties to this Agreement may be mailed by United States certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the Post Office. Such notices may also be delivered by hand or by any other receipt method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" and "delivered" upon the first to occur of (a) personal delivery thereof; (b) courier delivery; (c) delivery refusal; or (d) forty-eight (48) hours after having been deposited in the United States mails as provided herein.



29. Severability. Whenever possible, each provision of this Agreement, including any and all exhibits, shall be interpreted in a manner as to be effective and valid under applicable law. If any paragraph, section, sentence, clause, or phrase contained in this agreement shall become illegal, null or void, against public policy, or otherwise unenforceable for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses, or phrases contained in this Agreement shall not be affected thereby and shall be construed in a manner consistent with the Parties shared intent as expressed herein.
30. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument electronically reproduced or displayed signatures are as valid as original signatures for all purposes of this Agreement.
31. Ballot and Voting Costs. Owner is responsible for all costs associated with the creation of this Agreement and all voting materials in excess of Five Hundred Dollars (\$500). Owner shall pay up to Five Thousand Dollars (\$5,000) to Association for any out-of-pocket expenses actually paid by Association in connection with the preparation of this Agreement or in connection with voting process, including, without limitation, the ballot, postage, legal fees, etc. (collectively, the "Voting Costs"). The reimbursement to Association by Owner shall be made within thirty (30) days receipt of a written invoice by Owner with proper back-up documents (invoices, etc.). Association shall not incur more than Five Thousand Dollars (\$5,000) in Voting Costs reimbursable to Association pursuant to this Section without Owner's express prior written approval.

[SIGNATURES FOLLOW ON NEXT PAGE]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

“ASSOCIATION”

Los Ranchitos Homeowners Association,
a California Non-profit Mutual Benefit Corporation

By: Jeff Tomaszewski
Name: JEFF TOMASZEWSKI
Its: President
Date: MAY 21, 2013

By: Neal Ziff
Name: Neal Ziff
Its: Secretary
Date: 5/21/13

“OWNER”

Universal Health Services of Rancho Springs, Inc.,
a California corporation

By: William R. Sood VP

By: _____

Date: 5-10-13



EXHIBIT "C"
PRESIDENT AND SECRETARY CERTIFICATION
[ATTACHED]



CERTIFICATE OF PRESIDENT AND SECRETARY


OF

LOS RANCHITOS HOMEOWNERS ASSOCIATION

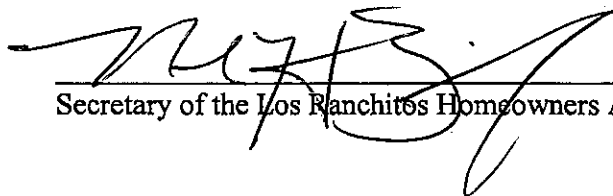
2013 Amendment to Declaration of Covenants, Conditions and Restrictions for Los Ranchitos Homeowners Association

The undersigned do hereby certify the following:

- (a) We are the duly elected President and Secretary of the Los Ranchitos Homeowners Association, a California nonprofit mutual benefit corporation.
- (b) The foregoing 2013 Amendment to Declaration of Covenants, Conditions and Restrictions for Los Ranchitos Homeowners Association has received the required approval of the membership of the Association; and
- (c) The foregoing 2013 Amendment to Declaration of Covenants, Conditions and Restrictions for Los Ranchitos Homeowners Association has been duly adopted, and will be effective on the date this Amendment is recorded in the Office of the County Recorder of Riverside County.



President of the Los Ranchitos Homeowners Association



Secretary of the Los Ranchitos Homeowners Association



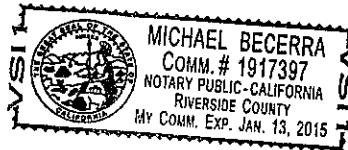
STATE OF CALIFORNIA)
)
) *Riverside*) SS.
COUNTY OF SAN DIEGO)

June 17 2013
On ~~May 8, 2013~~ before me, *Michael Becerra* Notary Public, personally appeared *Jeffrey L. Tomaszewski*, 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 paragraphs is true and correct.

Witness my hand and official seal.

Michael Becerra
Notary Public



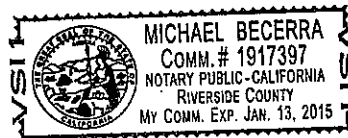
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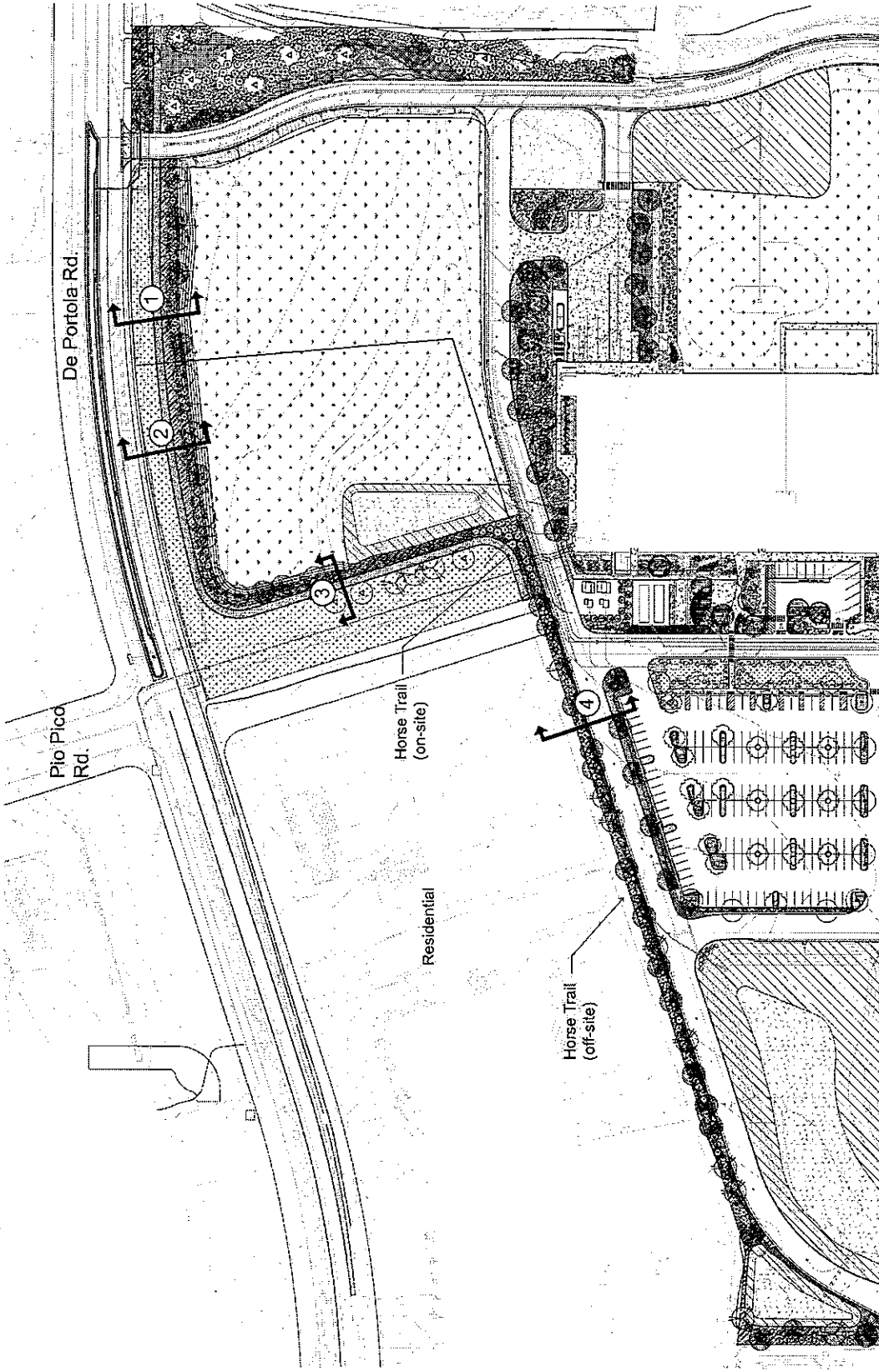
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

Witness my hand and official seal.

Michael Becerra
Notary Public



Temecula Valley Hospital - North Site Landscape Plan



Plan NTS
North

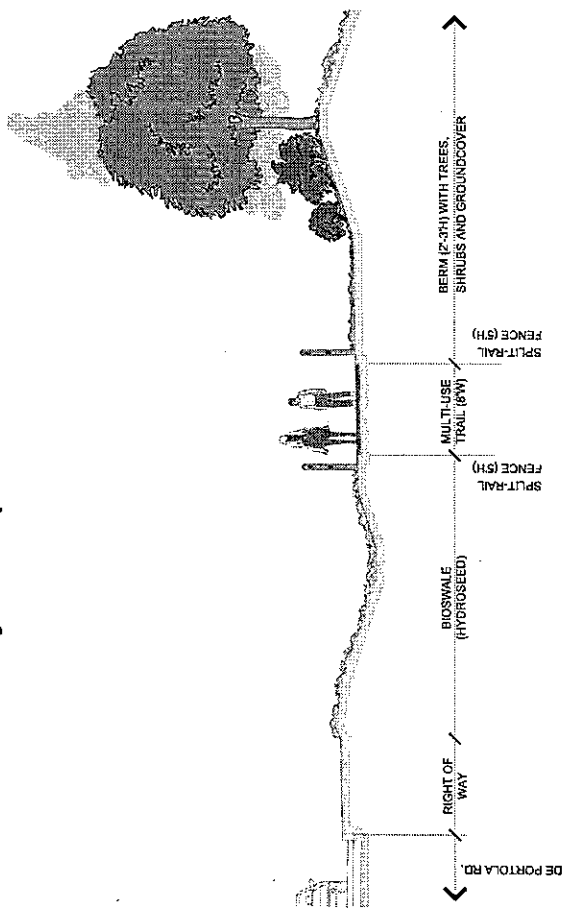


April 5, 2013



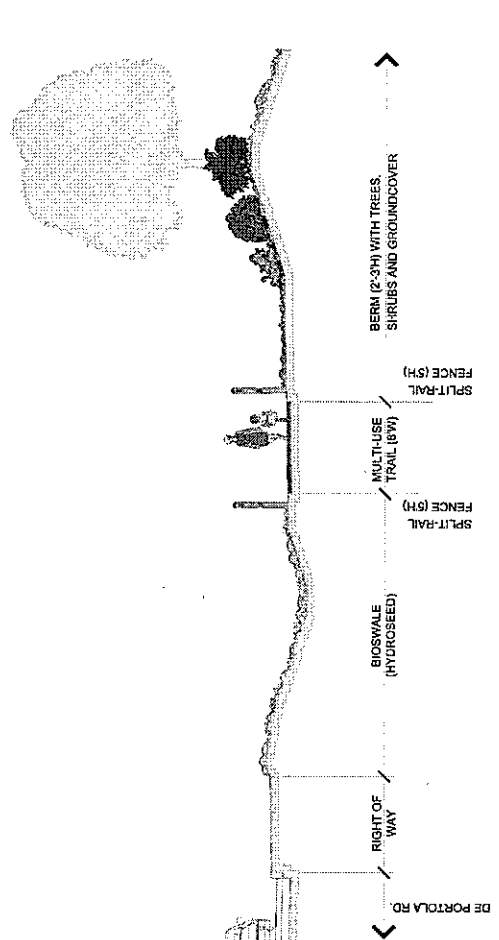
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Temecula Valley Hospital - North Site Landscape Sections



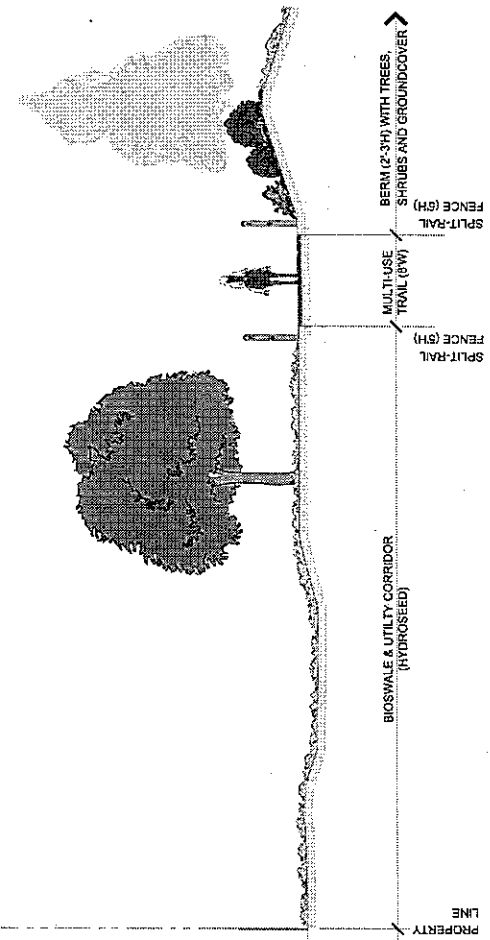
Section 1 - TVH at De Portola Rd

Scale: 1"=5'-0"
(Horizontal and Vertical)



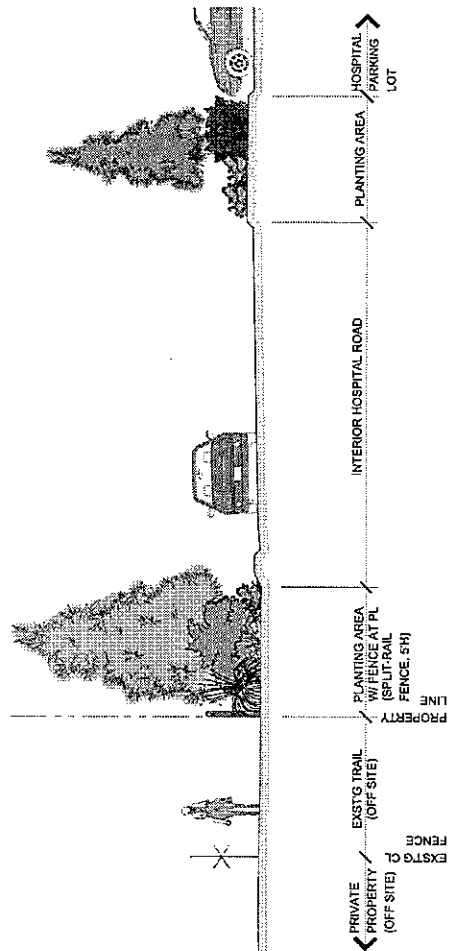
Section 2 - TVH at De Portola Rd

Scale: 1"=5'-0"
(Horizontal and Vertical)



Section 3 - TVH at Lot #28

Scale: 1"=5'-0"
(Horizontal and Vertical)



Section 4 - TVH at Interior Road

Scale: 1"=5'-0"
(Horizontal and Vertical)



April 5, 2013



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