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AND UPON RECORDING SHOULD
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Los Ranchitos Homeowners Association
c/o Ralston Management
41874 Sixth Street
Temecula, CA 92590

2016-0221341

05/31/2016 01:47 PM Fee: \$ 81.00

Page 1 of 23

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



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**2016 AMENDMENT TO
DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS
FOR
LOS RANCHITOS HOMEOWNERS ASSOCIATION
A California Nonprofit Corporation
[Lot 9 of Tract 3552]**

**NOTICE
(Gov't 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.

**2016 AMENDMENT TO
DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS FOR
LOS RANCHITOS HOMEOWNERS ASSOCIATION**

This 2015 Amendment to Declaration of Covenants, Conditions and restrictions for Los Ranchitos Homeowners Association (this "Amendment") is dated May 24, 2016, for reference purposes only, and is made and executed on the dates set forth on the signature page below, by Los Ranchitos Homeowners Association, a California nonprofit mutual benefit 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 a document recorded on June 3, 2008, as Document No. 2008-0300969, and any other amendments, annexations or similar documents containing restrictions to which the Covered Property (defined below) is subject that may appear of record, all in the Official Records of Riverside County, California, hereinafter referred to collectively as the "Declaration" or the "CCRs," 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 33, 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 1, 1968, as Document No. 74102, in Book 59, Pages 53 through 55, both inclusive, of Miscellaneous 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 Miscellaneous Maps, Records of Riverside County, California.

C. The owners of Covered Property (the "Owner(s)") and the members of the Association (the "Member(s)") wish to modify the Declaration as to the Subject Property (defined below) by amending the Declaration as set forth in this Amendment.

D. The "Subject Property" is Lot 9 of Tract No. 3552 as more particularly described in **Exhibit A** attached hereto. The Owner of the Subject Property ("Subject Property Owner")

desires to use the Subject Property for the non-residential use of operating a church and a pre-school.

E. The Board of Directors (the "Board") and the Members have agreed to support this Amendment and to allow the non-residential use of the Subject Property as a church and pre-school, including any reasonable accessory purposes allowed by applicable zoning laws and regulations and subject to the terms, conditions and restrictions set forth in herein.

F. This Amendment has been adopted under 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 the Secretary of the Board to certify the approval of this Amendment, and the President's and Secretary's certification is attached hereto as **Exhibit B**.

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. The Association and the Subject Property Owner are parties to that certain Development Agreement dated May 23, 2016, for reference purposes only (the "Development Agreement"), which is attached hereto as **Exhibit C**, is thereby and hereby made a part of this Amendment.
3. 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 the non-residential use of operating a church and pre-school, including any reasonable accessory purposes allowed by applicable zoning laws and regulations and subject to the terms, conditions and restrictions set forth in herein.
4. With respect to the Subject Property only, the following Article X is added to the Declaration:

ARTICLE X

ASSESSMENTS

10.01 Creation of Lien and Obligation of Assessment.

After this Amendment is recorded in the Official Records of Recorder of Riverside County, California, the Subject Property Owner shall pay, or cause to be paid, for as long as the amended CC&Rs remain in effect an annual assessment (the "Annual Assessment(s)") to the Association.

Annual Assessments are due on July 1 of each year (each "year" is the Association's fiscal year from July 1 through June 30). The first year's Annual Assessment will be \$3,000.00 which will be prorated based on a 365-day year and reduced by the applicable proration amount for each day between June 30, 2016, and the date of recording of this Amendment. The amount of the (i) first year's Annual Assessment, and (ii) commencing on July 1, 2016, the Annual Assessment for the immediately preceding year, will be subject to annual increases of three percent (3%).

10.02 Purpose of Assessment.

The Annual Assessments shall be used exclusively by the Association to promote the economic interests, recreation, health, safety and welfare of all Members (including the Subject Property Owner).

10.03 Capital Contribution Assessment.

Within ten (10) business days following recordation of this Amendment, the Subject Property Owner shall pay or caused to be paid to the Association the amount of \$30,000.00 as a one-time capital contribution assessment.

10.04 Effect of Nonpayment of Assessment.

Assessments are delinquent fifteen (15) days after they become due. The Board shall set the date on which the Annual Assessment is due. A late charge of ten percent (10%) of the delinquent Annual Assessment shall be imposed upon any delinquent payment. Interest on delinquent Annual Assessments and late charges shall be imposed at an annual percentage rate of twelve percent (12%) interest commencing thirty (30) days after the applicable Annual Assessment becomes due but shall not exceed the maximum rate permitted under California law. Late charges and interest on past due amounts may be modified by the Board in subject to the maximum rate permitted by California law.

10.05 Enforcement and Remedies.

If any Annual Assessment is delinquent, the Association may record an assessment lien against the Subject Property which assessment lien shall be subordinate to the lien of any mortgage or deed of trust encumbering the Subject Property and may be enforced in accordance with, and using as a model, the provisions of California Civil Code §5660 et seq, as amended from time to time. The assessment lien shall be signed by an officer of the Association or any agent designated by the Board.

5. With respect to the Subject Property only, the following Article XI is added to the Declaration:

ARTICLE XI

ADOPTION AND ENFORCEMENT OF RULES

11.01 Adoption and Enforcement.

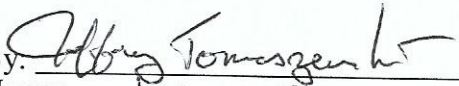
The Board may adopt reasonable operating rules for the Subject Property specifically to protect the quiet enjoyment of adjacent and nearby residential Owners. Such rules may supplement the provisions of this Amendment and the Declaration, provided that such rules shall not contradict, or be more restrictive than, the provisions of this Amendment or the CC&Rs.

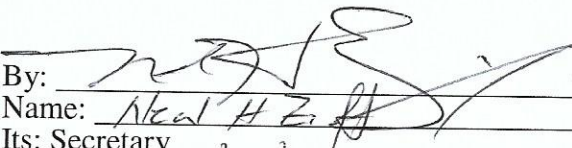
6. The Board is authorized to execute the Development Agreement attached as **Exhibit C** on behalf of the Members and the Association. By approval of this Amendment in accordance with the CCRs and the Bylaws of the Association, the Members hereby ratify each and every provision contained in the Development Agreement.
7. Except as expressly amended by this Amendment, the Declaration is hereby ratified, reaffirmed and approved as to the Subject Property.

IN WITNESS WHEREOF, the undersigned have executed this Amendment and certified to its approval on the dates set forth in the attached acknowledgments.

“ASSOCIATION”

LOS RANCHITOS HOMEOWNERS
ASSOCIATION, a California nonprofit mutual
benefit corporation

By: 
Name: JEFFREY TOMASZEWSKI
Its: President
Date: MAY 23 2016

By: 
Name: Neal H. Ziff
Its: Secretary
Date: 5/23/16

NOTARY 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 Riverside) ss.

On May 24 2016 before me, Oscar Gonzalez, Notary Public, personally appeared Jeffrey Tomaszewski and 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 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.

OS
Notary Public

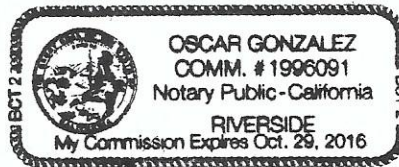


EXHIBIT A

LEGAL DESCRIPTION

Lot 9 of Tract No. 3552, in the County of Riverside, State of California, as shown by Map on file in Book 56, Pages 63 through 66, inclusive, of Maps, Official Records of Riverside County, California;

Except all oil, gas, hydrocarbons, or other minerals without however, the right of surface entry within 500.00 feet of the surface of said land, to Metropolitan Water District of Southern California, recorded September 4, 1979, as Instrument No. 186111 of Official Records of Riverside County, California.

APN: 922-170-003

Address: 29141 Vallejo Avenue, Temecula, CA 92592

EXHIBIT B

CERTIFICATION OF PRESIDENT AND SECRETARY AS TO APPROVAL OF AMENDMENT

The undersigned do hereby certify the following:

1. We certify that we are the President and Secretary, respectively, of Los Ranchitos Homeowners Association, a California non-profit corporation (hereafter "Association").

2. This document is executed for the purpose of certifying the foregoing amendment to the Declaration and to certify that the amendment requirements of the Declaration have been met.


3. We certify that there are currently 503.92 acres in the Association. Thus, according to the requirements of Article VIII, Section 8.02, of the Declaration, the owners of at least fifty-one percent (51%) of the property subject to the Declaration must give their written consent to approve an amendment, thus the owners of at least two hundred fifty-six and ninety-nine hundredths (256.99) acres must approve the amendment.

4. We further certify that, as of the date this document is executed, the following represents the written consent of the owners of the acreage cast for and against the amendment:

Owner Votes Cast For and Against the Amendment		
Section(s) Amended	Votes For	Votes Against
Pursuant to Exhibit "A" of Ballot (Date of Mailing: March 2, 2016)	259.29	40.09

5. Since these totals reflect that the amendments outlined more fully in Exhibit "A" of the ballot mailed March 2, 2016 was approved by the written consent of the owners of at least fifty-one percent (51%) of the property subject to the Declaration, we certify that the amendment was approved.

On behalf of the Association, we declare under penalty of perjury under the laws of the State of California that the foregoing facts are true and correct. Executed on May 24, 2016, 2016 at Temecula, California.


Name: Jeffrey Tomaszewski
Title: President of Los Ranchitos Homeowners Association


Name: Neal Ziff
Title: Secretary of Los Ranchitos Homeowners Association

NOTARY 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 Riverside) ss.

On May 24 2016 before me, Oscar Gonzalez, Notary Public, personally appeared Jeffrey Tomazewski and Neal 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.



Notary Public



EXHIBIT C
DEVELOPMENT AGREEMENT

[See attached]

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") dated 5-23, 2016, for reference purposes only and is entered into and executed by and between the Los Ranchitos Homeowners Association, a California nonprofit mutual benefit corporation (the "Association"), and Hope Lutheran Church of Temecula California, a California religious corporation (the "Owner") which is the owner of Lot 9 of Tract 3552, as more particularly described in Exhibit A attached hereto (the Subject Property), in the City of Temecula, County of Riverside, State of California (commonly known as 29145 Vallejo Avenue, Temecula, California 92592). The Association and the Owner are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The Association is authorized to negotiate this Agreement on behalf of itself and the members of the Association (the "Members") with regard to the non-residential use of the Subject Property.
- B. The Owner has made a request to the Board of Directors of the Association (the "Board") and the Members to support and adopt an amendment that permits the non-residential development of the Subject Property, to 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, as amended or modified by any amendments, annexations or similar documents containing restrictions to which the Subject Property is subject, that may appear of record, all in the Official Records of Riverside County, California (collectively, the "CC&Rs"), unless the context clearly indicates otherwise. As of the date of execution of this Agreement, the terms and conditions of the CC&Rs prohibit non-residential use within the geographic area constituting the Subject Property, except as otherwise exempted under the CC&Rs.
- C. The Owner and the Board have negotiated this Agreement which will not be binding on any Parties unless and until the Members approve (i) an amendment to the CC&Rs permitting the use of the Subject Property as described herein (the "Amendment"), and (ii) this Agreement. In the event that this Agreement and the Amendment (A) are approved by the Members, this Agreement will be attached as an exhibit to the Amendment and become a covenant running with the land and be fully binding on the Members and all Parties, or (B) are not approved by the Members, then this Agreement shall have no force or effect.

AGREEMENT

In consideration of the mutual promises made herein, the Parties agree as follows:

1. Non-residential Use; Endorsement of Amendment. The Subject Property will remain subject to the CC&Rs, as amended by the Amendment. The Board will recommend to the Members that the Amendment be approved allowing non-residential use of the Subject Property for the operation of a church including worship services and preschool, subject to the terms and conditions set forth in the Amendment. While the Board will endorse the Amendment, it will not be responsible for securing the votes for passage, but will cooperate with the Owner in that respect.
2. Architectural Control. The Subject Property will be subject to the Association's Architectural and Environmental Control Committee (the "Committee") approval requirements, including site design, lighting, architectural design, and landscape design; provided that the Committee and the Board, on their own behalf and on behalf of the Members, acknowledge and agree that the site design, lighting, architectural design, and landscape design of the Subject Property on the date of execution of this Agreement comply with the terms and conditions of the CC&Rs and all other Governing Documents (as defined below). The site improvements will include the construction of buildings and facilities necessary to operate the church and preschool, as depicted on Exhibit B attached hereto and incorporated by reference. Any further modification to these existing conditions will be subject to approval by the Committee and the Board.
3. Regular Assessment. The Subject Property will be assessed and pay to the Association an annual assessment, which (i) shall be in the amount of \$3,000.00 for the first year, provided that the first year's assessment shall be prorated based on a 365-day year and reduced by the applicable proration amount for each day between June 30, 2015, and the date of recording of the Amendment, (ii) first year's annual assessment of \$3,000.00 will increase by three percent (3%) per year every year commencing June 30, 2016, (iii) shall commence on the date on which the Amendment is recorded in the Official Records of Riverside County, California with (A) the first year's assessment (as prorated in accordance with this Section) due and payable within ten (10) business days following the recording of the Amendment, and (B) subsequent years' assessments thereafter due and payable upon the first day of the Associations fiscal year, July 1. For purposes of this Agreement, a "year" is the Association's fiscal year, July 1 through June 30. 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 but shall not exceed the maximum rate permitted under California law. Late charges and interest on past due amounts may be modified by the Board subject to the maximum rate permitted by California law.

5. Capital Contribution Assessment. Within ten (10) business days following recordation of this Amendment, the Owner will pay to the Association \$30,000 as a one-time capital contribution assessment.

6. Compliance with Governing Documents. As a Member of the Association, the Owner will comply with the Association's governing documents as they apply to the Subject Property, including, but not limited to, the CC&Rs, Association bylaws, and rules and regulations approved and adopted by the Association (the "Governing Documents").

7. Use Restriction. Permissible use to be consistent with a church and pre-school.

a. Occupancy. Pre-school to serve a student body with a maximum daily attendance of no more than 90 students. At no time shall the site occupancy, for all combined purposes, exceed the lesser of 400 persons or the maximum allowable under State fire code.

b. Parking. Parking will be limited to persons involved with onsite activities of the church and pre-school. The Owner must provide sufficient on-site parking to accommodate use of persons involved with the onsite activities the Subject Property. No on street parking is permitted. No long-term vehicle parking or storage is permitted. No trailers and/or storage containers are permitted. If a large number of vehicles must enter or exit the property in a short amount of time (e.g., student drop-off and pick-up, or special events) the Owner shall take all reasonable steps to limit the impact on surrounding streets and neighborhood, i.e. by providing traffic direction with an employee or volunteer. Regular queuing of vehicles on to the surrounding streets will not be permitted.

c. Uses of facilities. The Owner is permitted to use all existing structures as needed in connection with use of the Subject Property as a church and preschool, including: auditoriums and conference facilities; food preparation and service to students, faculty, staff and other personnel and invitees of the school; sports and recreational facilities for daylight use. With the exception of necessary safety lighting, lighted outdoor sports facilities are not permitted without express written permission of the Association for each event. Outdoor amplified music or public address systems will not be allowed at any time without prior written approval of the Association.

8. Signage. Owner agrees that signage on the Subject Property will not be above the roof line of any building on the Subject Property and otherwise will be consistent with the sign ordinances and regulations of the City of Temecula. The Board and the Association maintains the right to limit signage/lighted signage to protect the rural nature of the surrounding

neighborhood. 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 the Agreement and/or the Amendment.

9. Hours of Operation. The primary activity of users of the Subject Property shall commence no earlier than 7:00 a.m. and shall terminate by 10:00 p.m. Ancillary activities to open may commence no earlier than 6:00 a.m., and to close shall terminate no later than 11:00 p.m.

10. Fines; Quiet Enjoyment. The Owner shall be subject to the imposition of fines, as permitted under the CC&Rs and reasonably determined by the Board, for violation of (i) the provisions of this Agreement, (ii) Association rules adopted by the Board specifically to protect the quiet enjoyment of Members owning property in areas adjacent to the Subject Property, and (iii) the Governing Documents applicable to the Subject Property.

11. Lease Provisions. The Association may require provisions to be added to leases to require tenants to follow reasonable rules and regulations of the Association to be promulgated for the limited purpose of protecting the quiet enjoyment of Association's Members property in the immediate area, provided such rules and regulations do not contradict this Agreement, the superseding CC&Rs, Bylaws or other governing Associations documents.

12. Landscaping. Before completing construction, the Owner shall install, at its cost, landscaping as required by the City of Temecula.

13. Building Compatibility with Nearby Neighbors. All building shall be of a scale to be compatible with the adjacent and/or nearby neighbors on Vallejo Avenue within the Association. All trash enclosures shall be enclosed on all four sides. All exterior lighting on buildings and in the parking lots shall be low profile, low pressure sodium, shielded downward or equivalent, as technology advances. Lighting will also comply with Riverside County Palomar Ordinance 655. Except during construction, the ambient acoustic noise signature output of any use and/or equipment shall not exceed the ambient noise level of Temecula Parkway.

14. Diligent Efforts to Complete Approved Construction. Owner agrees upon approval and recording, once construction of building is started, it shall make diligent efforts to complete construction of that building in a reasonable time, following a reasonable construction schedule.

15. Construction Hours. 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 7:00am to 5:00pm, Monday-Saturday, inclusive. On-site work or work preparation may not be conducted on Sunday or any holiday observed 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 the workday.

The conduct of construction site personnel, on the site and adjacent areas will prohibit use of drugs (other than those pursuant to a prescription) or alcohol. No pets or animals (other than service animals) will be permitted on construction site. All personnel will exhibit reasonable decorum in dress with recognition of the work to be performed. No loud music will be allowed on the work site.

16. Stockpiles and Storage of Materials. Owner agrees it shall not stockpile or store dirt, soil, construction materials, or any other kinds of materials or substance on any portion of the Association's property, except the Subject's Property. Said materials or substances stored on the Subject's 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 the end of each day. All construction materials shall be secured at cessation of daily activity, and stored in enclosures as is reasonably feasible.

17. 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.

18. 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 thereof.

19. Fencing. Before starting construction, Owner shall install construction fencing to prevent debris from migrating onto adjacent property.

20. Horse Trail. The Subject Property shall include and maintain an equestrian trail as set forth in the plans and specifications submitted to the City of Temecula Planning Commission. The horse trail shall be fenced on both sides by a 2-rail, 30" high, white polyvinyl fence. It shall be 8 feet wide between fence posts and shall be composed of a minimum of 4" of compacted decomposed granite edged with a 3/4" thick weed border between the posts and running the full length of the trail. This trail shall be designed so as to connect to, and be consistent with, the horse trail to be constructed in front of Julian Charter School and behind the Temecula Gateway project. Further, Owner will contribute 1/3 of the cost of construction of the equestrian trail in front of Julian Charter School on Lots 10 and 11 of Tract 3552 (including, but not limited to, demolition of existing sidewalk, curb, and gutter). The Association may, but shall not be obligated to, collect this contribution in the same manner as an assessment.

21. No Precedent. Except as otherwise provided in this Agreement and the Amendment, if this Agreement and the Amendment are approved and non-residential use of the Subject Property is permitted as set forth herein and in the Amendment, it will not be considered a precedent or open the possibility of any other land subject to the CC&Rs being considered for commercial use.

22. Subdivision. The Parties agree that the Subject Property will not be subdivided into both residential and non-residential land use.
23. Indemnification. Owner shall indemnify and hold the Association and its Members, Board, employees, servants, attorneys, agents, successors and assignees ("Indemnities") 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 the 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 may be caused by an Indemnities' 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.
24. Release and Covenant not to Sue. The Owner agrees (i) that the Association and its Association Agents shall be released from any claim or liability for damage or injury that the Owner may suffer as a direct or indirect result of Association's failure to obtain approval of the Amendment (collectively, "Damages"), and (ii) not to sue the Association or its Association Agents for such Damages. Notwithstanding the foregoing, if the Amendment and this Agreement are approved, the Association shall provide the original, executed and notarized Amendment and this Agreement to the Owner and the Owner shall record the same or cause the same to be recorded in the Official Records of the Riverside County Recorder.
25. Binding. This Agreement is binding upon, inure to the benefit of, and be enforceable by each Party and its respective legal representatives, successors, and assignees, and upon recordation, the Amendment shall be a covenant running with the land.
26. Entire Agreement; Amendment. This Agreement (including all exhibits referred to in this Agreement) and the Amendment contain the entire agreement of the Parties with respect to the matters contained herein and therein, and no prior or contemporaneous agreement, oral or written pertaining to such matters shall effective for any purpose. This Agreement may be modified, waived or amended only upon the written agreement of the Parties, which shall be subject to any prior approval of the Association, the Board and/or the Members required by the

CC&Rs or the other Governing Documents, and any amendment of the CC&Rs that may be required. The Association, the Board and/or the Members are not obligated to endorse and/or approve any further amendment to the CC&Rs with respect to the Subject Property, except as provided in this Agreement and/or the Amendment.

27. Attorneys; Fees. In any legal or equitable proceeding between the Parties related to this Agreement, the prevailing Party in such proceeding, as determined by the final arbiter thereof, shall be awarded, in addition to any applicable damages, injunctive or other relief, and its reasonable attorneys' fees.

28. Mediation. Prior to commencement of any proceeding or litigation by either Party, the Parties shall first attempt to settle any dispute or claim by mediation in accordance with the then-current rules of the Judicial Arbitration and Mediation Service ("JAMS") at a JAMS location nearest to Temecula, California, unless the Parties mutually agree otherwise. A demand for mediation shall be made by written notice within a reasonable time after the dispute or claim arises or is discovered but in no event later than the date on which the dispute or claim would be barred by the applicable statute of limitation.

29. Authority. Each of the Parties represents and warrants to the other that the individual signing this Agreement on its behalf is duly authorized by such Party to execute and deliver this Agreement and such execution is binding on such Party. The signature of each such individual shall be acknowledged as set forth in the acknowledgements attached hereto.

30. Governing Law. This Agreement is governed by California law without regard to conflicts of laws principles. Jurisdiction for any dispute or claim arising in connection with this Agreement shall be in only in and with the courts of the State of California, and venue shall be exclusively in Riverside County, California.

31. Construction of Agreement. This Agreement has been negotiated at arm's-length by the Parties and shall not be construed for or against any Party on the grounds that such Party drafted the Agreement or any specific provision.

32. Gender; Headings. All references to any gender shall include all other genders and the singular shall include the plural and vice versa. All headings of articles, paragraphs and subparagraphs are for convenience only and do not limit or amplify such provisions.

33. Notices. Any notices or other communications between the Parties shall be done in writing and may be mailed by U.S. certified mail, return receipt requested, postage prepaid, and deposited with the U.S. Postal Service, or may be delivered by hand or by any other method or means permitted by law. For purposes hereof, a notice shall be deemed delivered upon the first to occur of the following: (i) personal delivery thereof, (ii) delivery by courier or a nationally-recognized overnight delivery service, (iii) delivery refusal, or (iv) 48 hours following deposit of such notice with the U.S. Postal Service.

34. Severability. Whenever possible, each provision of this Agreement including exhibits shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision, paragraph, section, sentence, clause or phrase herein or any exhibit hereto becomes, or is held by any court of competent jurisdiction to be, illegal, null or void, against public policy, or otherwise unenforceable for any reason, the remaining provisions, paragraphs, sections, sentences, clauses or phrases herein or any exhibit hereto shall not be affected thereby and shall remain in full force and effect.

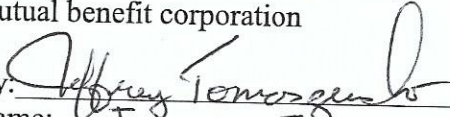
35. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Electronically reproduced or displayed signatures are valid as original signatures for all purposes of this Agreement.

36. Ballot and Voting Costs. The Owner is responsible for all costs associated with the creation of this Agreement. The Owner shall pay the Association for any out-of-pocket expenses actually paid by the 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 the Association by the Owner shall be made within thirty (30) days receipt of a written invoice by the Owner with proper back-up documents (invoices, etc.). The Association shall not incur more than Five Thousand Dollars (\$5,000) in Voting Costs reimbursable to the Association pursuant to this Section without the Owner's express prior written approval.

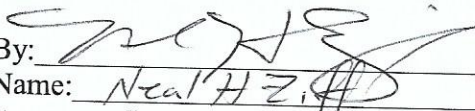
[SIGNATURES ON THE NEXT PAGE / REMAINDER OF THIS PAGE IS BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

LOS RANCHITOS HOMEOWNERS
ASSOCIATION, a California nonprofit
mutual benefit corporation

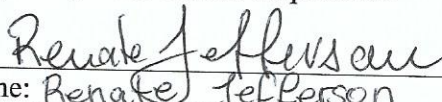
By: 
Name: JEFFREY TOMASZEWSKI
Its: President

Date: May 23, 2016


By: 
Name: Neal H. Ziff
Its: Secretary

Date: 5/23/16

HOPE LUTHERAN CHURCH OF
TEMECULA CALIFORNIA, a California
nonprofit public benefit corporation

By: 
Name: Renate Jefferson
Its: President

Date: 5-23-2016

By: 
Name: Sherry Ito
Its: Secretary

Date: 5-23-2016

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 Riverside)

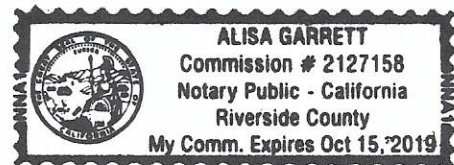
On 5-23-16 before me, Alisa Garrett, Notary
Public
(insert name and title of the officer)

personally appeared Renzte Jefferson and Sherry ITO,
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 Alisa Garrett (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

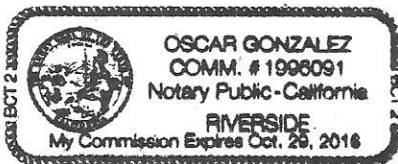
State of California)

County of Riverside)On May 24 2016 before me, Oscar Gonzalez, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Jeffrey Tomaszewski and Neal
Name(s) of Signer(s)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.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached DocumentTitle or Type of Document: Development AgreementDocument Date: _____ Number of Pages: 11

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION

Lots 9 of Tract No. 3552, in the County of Riverside, State of California, as shown by Map on file in Book 56, Pages 63 through 66, inclusive, of Maps, Official Records of Riverside County, California;

Except all oil, gas, hydrocarbons, or other minerals without however, the right of surface entry within 500.00 feet of the surface of said land, to Metropolitan Water District of Southern California, recorded September 4, 1979, as Instrument No. 186111 of Official Records of Riverside County, California.

Excepting therefrom:

Being a portion of Lot 11 of Tract No. 3552 within the City of Temecula, County of Riverside, State of California, as filed in Book 56, Pages 63 through 66, inclusive, of Maps in the Office of the County Recorder of said County, as granted to the County of Riverside, a body corporate and politic, recorded on October 30, 1996, as Instrument No. 415374, more particularly described as follows:

Beginning at the most southerly corner of said Lot 11; thence along the southwesterly line of said Lot 11 north 41° 12' 34" west, 87.86 feet; thence continuing along said line, north 28° 43' 11" west, 83.06 feet; thence leaving said southwesterly line, south 57° 44' 27" east, 177.96 feet to the southeasterly line of said Lot 11; thence along said southeasterly line, south 50° 09' 51" west, 68.62 feet to the point of beginning.

APN: 922-170-011-5

EXHIBIT B
SITE PLAN FOR CHURCH AND SCHOOL

