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**DECLARATION AND ESTABLISHMENT OF
CONDITIONS, COVENANTS AND RESTRICTIONS FOR
NUEVO MEADOWS
A Residential Development**

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS

Section 1.1. Terms

Section 1.2. Applicability of Definitions

ARTICLE 2 USE RESTRICTIONS AND OBLIGATIONS OF OWNERS

Section 2.1. Leasing of Lots

Section 2.2. Nuisance

Section 2.3. Maintenance of Lots

Section 2.4. Residential Use

Section 2.5 Restrictions

Section 2.6 Activities Causing Increase in Insurance Rates

ARTICLE 3 SCOPE OF ENFORCEMENT

Section 3.1. Enforcement

Section 3.2. Remedies

Section 3.3. Notice of Breach

Section 3.4. Attorneys' Fees

ARTICLE 4 MORTGAGEE PROTECTION

Section 4.1. Mortgagee Protection

ARTICLE 5 AMENDMENTS

Section 5.1. Amendment vote

Section 5.2. Effective Date of Amendment

Section 5.3. Declarant's Right to Amend

ARTICLE 6 GENERAL PROVISIONS

Section 6.1. Extension of Declaration

Section 6.2. Severability

Section 6.3. Liberal Construction

Section 6.4. Termination of Declarant's Obligations

Section 6.5. Number, Gender

Section 6.6. Grantees Subject to this Declaration

**DECLARATION AND ESTABLISHMENT OF
CONDITIONS, COVENANTS AND RESTRICTIONS FOR
NUEVO MEADOWS**

THIS DECLARATION AND ESTABLISHMENT OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR NUEVO MEADOWS ("Declaration") is made by NUEVO PARTNERS LLC, a Washington Limited Liability Company ("Declarant"). Declarant is the fee owner of that certain real property subject to this Declaration, such real property as more particularly and legally described in Exhibit A, here attached and incorporated by reference (hereinafter sometimes "Property"), Property consisting of a number of legal lots and parcels (each a "Lot"; all jointly "Lots").

WITNESSETH:

WHEREAS, Declarant is the fee owner of the Property and all Lots; and

WHEREAS, as herein set forth, Declarant desires to impose certain restrictions on the Lots that will benefit and bind each Lot, and each owner and/or user and successive owner and/or user thereof, as covenants running with the land and equitable servitudes, to describe certain easements that will be appurtenant to the Lots and to sell and convey each Lot subject to these restrictions, conditions, limitations, easements, covenants, reservations, liens and charges between/among Declarant and, jointly and severally, between and among each and all owner and/or user of each Lot.

NOW, THEREFORE, Declarant hereby declares that Property and each Lot is, and shall be held, hypothecated or encumbered, sold, leased, rented, used, occupied, conveyed, and improved subject to the following easements, restrictions, covenants, and conditions (sometimes jointly "CCRs") for the purpose of protecting the value and desirability of Property and each Lot. CCRs shall run with Property and each Lot and be binding on all parties having any right, title or interest in the Property, any part of Property and/or any Lot ("Lot Owner") and the respective heirs, successors and assigns of each Lot Owner and shall inure to the benefit of each Lot Owner. The provisions of this Declaration shall be enforceable by each or any combination of Declarant and any Lot Owner.

**ARTICLE 1
DEFINITIONS**

Section 1.1 Terms.

Whenever used in this Declaration, the following terms shall have the following meanings:

1.1.2 County shall mean and refer to the County of Riverside, State of California.

1.1.3 Declarant shall mean and refer to NUEVO PARTNERS LLC, a Washington limited company, and its successors and assigns.

1.1.4 Declaration shall mean and refer to this enabling Declaration and Establishment of CCRs for NUEVO MEADOWS as the same may be amended, changed or modified, from time to time.

1.1.5 Institutional Lender shall mean a Mortgagee 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, or any federal or state agency.

1.1.6 Lot shall mean and refer to any Lot shown upon any recorded parcel map of the Property as shown in the attached legal description described in Exhibit A and the improvements built thereon.

1.1.7 Mortgage shall mean and refer to a deed of trust as well as a Mortgage.

1.1.8 Mortgagee shall mean a person or entity to whom a Mortgage is made, and shall include the beneficiary of a deed of trust.

1.1.9 Mortgagor shall person or entity who/which mortgages his, her or its property to another (i.e., the maker of a Mortgage), and shall include the trustor of a deed of trust.

1.1.10 Notice to the Owner shall mean written notice sent by registered mail, return receipt requested, to the Owner at the address of the Lot, or the Owner's last known residential address if different than the Lot.

1.1.11 Owner shall mean and refer to the record Owners, whether one (1) or more persons or entities, of fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

1.1.12 Property shall mean the Property and all improvements therein.

1.1.13 Property shall have the same meaning as Property, hereinbefore described.

Section 1.2. Applicability of Definitions.

The aforesaid definitions shall be applicable to this Declaration and to any supplements or amendments thereto (unless the context shall prohibit), recorded pursuant to the provisions of this Declaration.

ARTICLE 2 USE RESTRICTIONS AND OBLIGATIONS OF OWNERS

Section 2.1. Leasing of Lots.

Any Owner may lease his, hers or its Lot, subject to the following:

2.1.1 No Owner shall be permitted to lease his or her Lot for transient or hotel purposes.

2.1.2 No Owner may lease less than the entire Lot.

2.1.3 Any lease agreement is required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, and that any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease.

2.1.4 All leases are required to be in writing.

Section 2.2. Nuisance.

No activity shall be conducted on any Lot or Common Area that constitutes a nuisance or interferes with the value, use, development, of the owners or occupants of any other Lot, or the quiet enjoyment of the occupants of any other Lot.

Section 2.3. Maintenance of Lots.

To the extent not maintained by the County or the County's applicable county service area ("CSA"), each Owner of a Lot shall cause all the landscaping, including trees and slope areas, on said Lot to be maintained in a safe and neat and attractive condition.

Section 2.4 Residential Use.

Each Lot shall be used for residential purposes only; and no part of the Development shall be used or caused, allowed or authorized to be used in any way, directly or indirectly for any business, commercial, manufacturing, mercantile, storing (including without limit, storage of inoperable vehicles and equipment), vending or other non-residential purpose.

Notwithstanding the foregoing, Owners or occupants of the Lots may use a room or rooms in the residence as an office provided that the primary use of the Lot is as a residence, no advertising or a sign is used in any manner in connection with the office use, and no customers, clients, or patients enter the Lot on any regular basis.

Section 2.5 Restrictions.

In addition to all other covenants contained herein, the use and enjoyment of the Property and each Lot therein shall be subject to the following:

2.5.1 No tent, shack, trailer, garage, outbuilding or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.

2.5.2 All Improvements within the Property shall at all times be maintained by their respective Owners in a clean and properly painted condition.

Section 2.6 Activities Causing Increase in Insurance Rates. Nothing shall be done or kept on any Lot or in any improvements constructed in any Lot, or in the Common Area, which will increase any applicable rate of insurance or which will result in the cancellation of insurance on any Lot or any part of the Common Area, or which would be in violation of any law.

ARTICLE 3 SCOPE OF ENFORCEMENT

Section 3.1. Enforcement.

The limitations, restrictions, conditions and covenants set forth in this Declaration constitute a general scheme for (i) the maintenance, protection and enhancement of the value of the Lots within the Property; and (ii) the benefit of all Owners. Said limitations, restrictions, conditions and covenants are and shall be covenants running with the land or equitable servitudes, as the case may be.

Section 3.2. Remedies.

Remedies specified in this Declaration shall be deemed cumulative. Every act or omission whereby any covenant, restriction or condition in this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by Declarant, by the then Owner or Owners of any Lot within the Property. The Declarant or any Owner shall have the right to enforce, by binding arbitration, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto. In the event of a dispute between any of the foregoing parties concerning the provisions of this Declaration, or any amendments thereto, the issue shall, at the request of a party, be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") before an arbitrator selected from the panels of the arbitrators of the AAA. In the event of a referral to arbitration, the party initiating the arbitration will remit the fee to initiate the arbitration. The parties agree, however, that the costs of arbitration shall ultimately be borne and determined by the arbitrator. The arbitrator's decision shall be binding and conclusive on all of the parties with respect to the resolution of the dispute and with respect to the payment of the costs of arbitration. The failure of Declarant or any Owner to enforce any of the covenants, restrictions or conditions contained herein shall not be deemed a waiver of the right to enforce the same thereafter or to enforce any other covenant, restriction or condition herein.

Section 3.3. Notice of Breach.

Any of the foregoing to the contrary notwithstanding, no action to enforce this Declaration shall be instituted unless and until a written notice of such breach setting forth the facts of such breach has been delivered by certified mail to the Owner of such Lot.

Section 3.4. Attorneys' Fees.

In the event the Declarant or any Owners) should commence any legal or equitable proceeding, including binding arbitration, to enforce any of the provisions of this Declaration, that party, if he should prevail, shall be entitled to have judgment against and recover from any defendant in such proceeding such attorneys' fees (other than nominal) and costs as the court, arbitration panel or arbitrator may adjudge reasonable and proper.

**ARTICLE 4
MORTGAGEE PROTECTION****Section 4.1. Mortgagee Protection.**

No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any Mortgage on any Lot made in good faith and for value, 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.

**ARTICLE 5
AMENDMENTS****Section 5.1. Amendment Vote.**

This Declaration may be amended only by an affirmative vote of not less than sixty-six and two-thirds percent (66 2/3rds%) of the Owners, and further, this amendment provision shall not be amended to allow amendments by vote of less than sixty-six and two-thirds percent (66 2/3rds%) of the Owners. The percentage of the voting power necessary to amend a specific provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under said provision.

Section 5.2. Effective Date of Amendment.

From and after its effective date, each amendment made pursuant to the preceding paragraph shall be as effective as to all Lots within the Property, the Owners thereof and their successors in interest.

Section 5.3. Declarant's Right to Amend.

Prior to the close of the first escrow for the sale of a Lot in the Property, this Declaration may be unilaterally amended by Declarant, its successors and assigns.

**ARTICLE 6
GENERAL PROVISIONS**

Section 6.1. Extension of Declaration.

The provisions of this Declaration shall run with the land and bind the Property, and shall inure to the benefit of and shall be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time the provisions of this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by at least sixty-six and two-thirds percent (66-2/3%) of the then Owners of Lots, has been recorded within six (6) months of the anticipated termination date. The contents of such instrument shall contain the agreement to terminate this Declaration as it may be supplemented in whole or in part.

Section 6.2. Severability.

In the event any limitation, restriction, condition, covenant or provision contained in this Declaration is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

Section 6.3. Liberal Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community.

Section 6.4. Termination of Declarant's Obligations.

In the even Declarant shall convey all of it right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

Section 6.5. Number. Gender.

The singular shall include the plural, and the plural the singular unless the context requires to the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine or neuter, as the context requires.

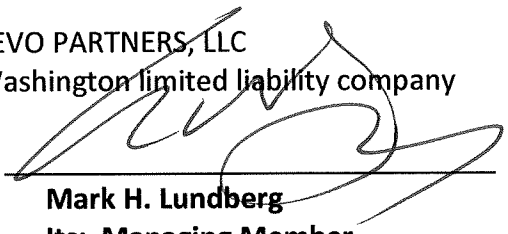
Section 6.6. Grantees Subject to this Declaration.

Each grantee of a conveyance or purchaser under a contract or agreement of sale, by accepting the deed or contract of sale or agreement of purchase, accepts the same subject to all of the limitations, restrictions, conditions and covenants, and agreements set forth in this Declaration, and agrees to be bound by the same.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the 18
Day of January, 2024.

"DECLARANT"

NUEVO PARTNERS, LLC
A Washington limited liability company

By: 

Mark H. Lundberg
Its: Managing Member

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)ss.
 COUNTY OF SNOHOMISH)

On Jan. 18th, 2024, before me, Jason Arnhill, a Notary Public for the State of Washington, personally appeared Mark H. Lundberg (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC Jason Arnhill (Seal)



EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 9 TO 17, INCLUSIVE, IN BLOCK 7; LOTS 1 TO 3, INCLUSIVE, AND LOTS 9 TO 12, INCLUSIVE, IN BLOCK 13 AND THOSE PORTIONS OF LOTS 8, 18 AND 19 IN BLOCK 7 AND THOSE PORTIONS OF LOTS 9, 10, AND 11 IN BLOCK 8, OF SIERRA VISTA ORANGE LANDS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 8, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF BROSSAU STREET WITH THE NORTH LINE OF PARK BOULEVARD, AS SHOWN ON MAP NO. 1 OF LAKEVIEW RESIDENCE TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 2, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH ON THE SAID CENTER LINE OF BROSSAU STREET EXTENDED TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF LOT 11 IN BLOCK 8;
ALL BEING IN SIERRA VISTA ORANGE LANDS, AS SHOWN ON A MAP RECORDED IN BOOK 8, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE 20 FOOT VACATED PORTION OF PARK BOULEVARD, THOSE PORTIONS OF THE 20 FOOT VACATED PORTION OF CONVERSE AVENUE AND THAT PORTION OF THE 20 FOOT VACATED PORTION OF MONTGOMERY AVENUE, AS SHOWN ON SAID MAP AS VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, DATED MARCH 24, 1920, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 3, 1920 IN BOOK 526, PAGE 438 OF DEEDS, THAT LIES ADJACENT TO THOSE PORTIONS OF BLOCKS 7, 8 AND 13 THEREIN DESCRIBED, WHICH WOULD PASS BY OPERATION OF LAW UPON CONVEYANCE OF SAID LAND DESCRIBED ABOVE.

ALSO TOGETHER WITH ALL THAT PORTION OF THE SOUTHEASTERLY HALF OF GIBSON AVENUE (60 FEET WIDE), AS SHOWN ON MAP OF SIERRA VISTA ORANGE LANDS, AS SHOWN ON A MAP RECORDED IN BOOK 8, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ABANDONED BY A RESOLUTION OF THE BOARD OF SUPERVISORS ON NOVEMBER 4, 1968 RECORDED NOVEMBER 7, 1968 AS INSTRUMENT NO. 107134 OF OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW UPON CONVEYANCE OF SAID LAND DESCRIBED ABOVE.

ALSO TOGETHER WITH THE NORTHEASTERLY AND EASTERLY HALF OF 11TH STREET LYING ADJACENT TO SAID BLOCK 7 AND THE SOUTHWESTERLY HALF OF 11TH STREET LYING ADJACENT TO SAID BLOCK 13, VACATED BY RESOLUTION NO. 2009-040 RECORDED APRIL 28, 2009 AS INSTRUMENT NO. 2009-0206480 OF OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW UPON CONVEYANCE OF SAID LAND DESCRIBED ABOVE.

APN: 427-100-001, 006, 059; 427-120-004, 034

EXHIBIT A
LEGAL DESCRIPTION
(continued)

PARCEL 2:

THOSE PORTIONS OF LOTS 3 AND 4, IN BLOCK 14 OF SIERRA VISTA ORANGE LANDS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 8, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTHWESTERLY HALF OF GIBSON AVENUE (60 FEET WIDE), AS SHOWN ON SAID MAP, ABANDONED BY A RESOLUTION OF THE BOARD OF SUPERVISORS ON NOVEMBER 4, 1968 RECORDED NOVEMBER 7, 1968 AS INSTRUMENT NO. 107134 OF OFFICIAL RECORDS, ALL LYING SOUTHEASTERLY OF GIBSON AVENUE, AS SHOWN UPON THE MAP OF FIRST SECTION TRACT NO. 3, LANDS OF NUEVO LAND COMPANY, AS SHOWN ON A MAP RECORDED IN BOOK 9, PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM SAID BLOCK 14 AND THE NORTHWESTERLY ½ OF SAID VACATED GIBSON AVENUE, ALL THAT PORTION THEREOF LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GIBSON AVENUE, SHOWN ON SAID MAP OF SIERRA VISTA ORANGE LANDS, WITH THE SOUTHEASTERLY LINE OF GIBSON AVENUE, SHOWN BY MAP OF FIRST SECTION TRACT NO. 3 OF THE LANDS OF THE NUEVO LAND COMPANY, AS SHOWN ON A MAP RECORDED IN BOOK 9, PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 44° 44' 00" EAST, 588.20 FEET ON SAID SOUTHEASTERLY LINE FOR THE TRUE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED;
THENCE SOUTH 35° 00' EAST, 104.83 FEET TO THE CENTER LINE OF SAID VACATED GIBSON AVENUE.

APN: 427-120-003