

**RECORDING REQUESTED BY:  
AND WHEN RECORDED RETURN TO:**

Corona Housing Authority  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Executive Director

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APN's: 119-070-008  
119-070-014  
119-070-015

SPACE ABOVE FOR RECORDER'S USE  
FEE EXEMPT – GOVERNMENT CODE §27383

**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT  
RELATING TO  
RIVER RUN SENIOR APARTMENTS  
AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (“**Assumption Agreement**”) is made and entered into as of September 15, 2021 (“**Effective Date**”) by and among Steadfast River Run, L.P., a California limited partnership (“**Assignor**”), Avanath River Run, LP, a Delaware limited partnership (“**Assignee**”), and the City of Corona Housing Authority, a public body, corporate and politic (as the successor in interest to the Redevelopment Agency of the City of Corona) (“**Authority**”). Assignor, Assignee and Authority are sometimes referred to individually as “**Party**” and collectively as the “**Parties**” throughout this Agreement.

**RECITALS**

A. Assignor owns that certain real property located at 791 River Road, in the City of Corona, County of Riverside, State of California, as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein by reference (“**Property**”).

B. Authority’s predecessor in interest, the Redevelopment Agency of the City of Corona (“**Agency**”), and Assignor entered into that certain River Run Senior Apartments Amended and Restated Affordable Housing Agreement dated February 1, 2003 (“**AHA Agreement**”) for the purpose of providing financial assistance in connection with the construction and operation of an affordable residential housing project for seniors on the Property (“**Project**”). A memorandum of the AHA Agreement was recorded in the Official Records of the County of Riverside on February 26, 2003 as Instrument No. 2003-133242. Unless expressly defined herein, all capitalized terms used in this Assumption Agreement shall have the meanings ascribed to them in the AHA Agreement.

C. Pursuant to the terms and conditions of the AHA Agreement, the Agency provided financial assistance for the Project in the form of: (1) the City Deferral Loan in the amount of \$3,142,510, which accrued interest at the rate of ten percent (10%) per annum; (2) the

Agency Fee Loan in the amount of \$3,142,510, which accrued interest at the rate of up to ten percent (10%) per annum; and (3) the Agency Contribution in the amount \$2,477,500, which accrued interest at the rate of up to ten percent (10%) per annum. The City Deferral Loan, the Agency Fee Loan and the Agency Contribution shall be collectively referred to in this Assumption Agreement as the “**Prior Loans**”). The Parties acknowledge and agree that the principal of the City Fee Deferral has been paid off through the CFD Bonds; the Agency Contribution has become nonrepayable; and the remaining balance due under the AHA Agreement is as follows: Three Hundred Twenty-Five Thousand Eight Dollars and 15/100 (\$325,008.15) for the interest accrued on the City Fee Deferral, Three Million One Hundred Forty-Two Thousand Fifty-One Dollars (\$3,142,510.00) for the principal of the Agency Fee Loan and **[\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*]** (\$**[\*\*INSERT NUMERICAL AMOUNT\*\*]**) in interest accrued on the Agency Fee Loan, for a total balance of **[\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*]** (\$**[\*\*INSERT NUMERICAL AMOUNT\*\*]**) (“**AHA Loan Balance**”). Assignor shall pay the AHA Loan Balance in full on or prior to the Effective Date of this Assumption Agreement.

D. The Project is also subject to that certain Regulatory Agreement and Declaration of Restrictive Covenants, dated as of February 1, 2003 among California Statewide Communities Development Authority a joint exercise of powers authority duly organized and existing under the laws of the State of California (“**CSCDA**”), Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America (“**Trustee**”), the Authority and Assignor, recorded in the Official Records of the County of Riverside, California as Instrument No. 2003-133235 (“**Regulatory Agreement**”), a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference. The Parties acknowledge that the assignment of the rights, obligations and duties under the Regulatory Agreement has been or will be assigned from Assignor to Assignee by separate instrument as of the Effective Date, provided that any bonds issued pursuant to the Regulatory Agreement (“**Bonds**”) are defeased and retired by Assignor as of the Effective Date.

E. All rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the Agency were transferred to the Authority pursuant to Health and Safety Code section 34176, as provided in Resolution No. 2012-05 of the City Council of the City of Corona, dated January 18, 2012, and Resolution No. 2012-06 of the Oversight Board to the Successor Agency to the Redevelopment Agency of the City of Corona, dated April 5, 2012.

F. Assignor desires to convey and transfer to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest to the Property and the Project.

G. Section 1.4.4 of the AHA Agreement provides that any transfer of Assignor’s interest in the AHA Agreement is subject to the approval of the Authority, as Agency’s successor in interest.

H. The Assignee is willing to undertake, agree to and assume all obligations of the Assignor under the AHA Agreement from and after the Effective Date in accordance with this Assumption Agreement.

NOW, THEREFORE, in consideration of their mutual promises set forth herein, the Authority, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. Assignor hereby fully and unconditionally assigns to Assignee, their successors and assigns, all of its right, title and interest in and under the AHA Agreement, and delegates to the Assignee all of its duties and obligations thereunder from and after the Effective Date.

2. ASSUMPTION. Assignee hereby accepts the foregoing assignment and, from and after the Effective Date, hereby fully and unconditionally assumes all of the duties and obligations of the Assignor arising on or after the Effective Date in and under the AHA Agreement, and to observe and perform each and every term, covenant, duty and obligation thereof as though the AHA Agreement had been originally executed by Assignee. Assignee shall indemnify Assignor from and against all losses, liabilities, damages, claims, expenses and the like arising from acts or failures to act by Assignee occurring after the Effective Date in connection with the AHA Agreement. Assignor shall indemnify Assignee from and against all losses, liabilities, damages, claims, expenses and the like arising from acts or failures to act by Assignee occurring prior to the Effective Date in connection with the AHA Agreement and/or Prior Loans.

3. CONSENT OF AUTHORITY. The Authority hereby consents to the conveyance of the Property and the Project from Assignor to Assignee and to Assignor's assignment of, and Assignee's assumption of, the rights, duties and obligations of the Project and the AHA Agreement from and after the Effective Date. As of the Effective Date, Authority hereby fully and unconditionally releases Assignor from any and all obligations, duties or liabilities under the AHA Agreement except for any duties, liabilities or obligations occurring or arising prior to the Effective Date. The Authority acknowledges that: (a) Assignor has submitted to the Authority all information requested by the Authority to enable the Authority to make a determination concerning its consent for this Assumption Agreement; (b) as of the Effective Date, there is no event of default under the AHA Agreement, and to the Authority's knowledge, no event has occurred and is continuing which, with the giving of notice or passage of time or both, would constitute a default under the AHA Agreement; (c) Assignee satisfies the qualification standards with respect to creditworthiness, reputation and experience customarily applied by Fannie Mae or Freddie Mac to the approval of borrowers in connection with the transfer of similar loans; (d) Assignee has paid all of the Authority's reasonable out-of-pocket costs incurred in reviewing the request to transfer and assign the Property and the Project from Assignor to Assignee; and (e) the AHA Agreement is in full force and effect and has not been amended or modified by agreement or by implication except as disclosed herein.

4. ACKNOWLEDGEMENT OF PARTIES.

A. Acknowledgement of Payoff of AHA Loan Balance. The Authority hereby and acknowledges that, as of the Effective Date, the AHA Loan Balance has or will be paid in full by Assignor and any provisions and/or references with respect to the Prior Loans, the AHA Loan Balance, and the repayment thereof in the AHA Agreement (including, without limitation, Sections 2.3.2.5, 2.3.2.6, 2.3.2.7, and 3.1 and references in the AHA Agreement to

City Fee Deferral, Development Fees, Agency Fee Loan, Agency Fee Note, Agency Funds, Agency Guaranty, Agency Deed of Trust, Agency Contribution Agreement, Agency Contribution and Debt Service Reserve Fund,) and any documents relating to Prior Loans and the AHA Loan Balance are no longer applicable and shall be null and void from and after the Effective Date. Further, the Parties acknowledge and agree that to the extent that the Senior Financing (as defined in the AHA Agreement) has been paid in full the provisions of Section 2.4 of the AHA Agreement are no longer applicable.

B. Management Agent. Assignee hereby represents that as of the Effective Date the Management Agent, as identified in Section 4.5.1 of the AHA Agreement, shall be Avanath Communities, Inc., a California corporation.

C. Non-Discrimination. For purposes of Section 4.1 of the AHA Agreement, the Authority acknowledges and agrees that as of the Effective Date Construction of the Project is complete and the obligations in Section 4.1 shall apply only to the operation of the Project from and after the Effective Date.

D. Reference to Agency and Executive Director. From and after the Effective Date, any reference in the AHA Agreement to “Agency” shall mean the City of Corona Housing Authority, any reference in the AHA Agreement to “Executive Director” or “Executive Director of the Agency” shall mean the Executive Director of the City of Corona Housing Authority, and any reference in the AHA Agreement to “Owner” shall mean the Assignee.

E. Books and Records; Sources and Uses. From and after the Effective Date, Section 6.5 of the AHA Agreement is hereby deleted in its entirety and replaced with the following:

“6.5 Inspection of Books and Records; Sources and Uses. Upon reasonable advance notice and during normal business hours, the Authority has the right at all reasonable times to inspect the books and records of the Owner pertaining to the Site and Project as pertinent to the purposes of this Agreement. The Owner shall, at its sole cost, expense and liability, provide the Authority with a description of the sources and uses of funds at the Project on an annual basis. The Authority may at any time, at its sole cost and expenses, conduct, or have conducted on its behalf, a financial audit of all the Owner’s books, records, ledgers and documents concerning the Project. The Owner shall cooperate with the Authority’s auditors and shall provide such information as the auditors may reasonably request and the Owner shall direct its auditors to do the same.

6.5.1 Inspections of Property, Project and Units. The Owner and each Qualified Senior Household occupying a Unit shall permit the Authority to conduct inspections of the Property, the Project and each Unit, from time-to-time, for purposes of verifying compliance with this Agreement and the Regulatory Agreement, upon fifteen (15) days prior written notice to the Owner. Owner shall, within thirty (30) days of receipt of an invoice, pay the Authority’s reasonable costs for conducting such inspections .”

F. Capital Reserve Requirements. The Authority hereby acknowledges and agrees that any requirement to maintain capital reserves pursuant to Section 3.3.4 of the AHA Agreement may be satisfied at Assignee's election by any similar capital reserves required by Assignee's lender and/or California Tax Credit Allocation Committee to be maintained by Assignee (pursuant to any loan documents and/or Capital Needs Covenant), provided that such reserves are greater than or equal to \$200 per Unit per year and otherwise comply with the terms of Section 3.3.4 of the AHA Agreement. Notwithstanding the foregoing, as provided in Section 3.3.4 of the AHA Agreement, the amount of such deposits shall be adjusted by the Authority based on an analysis of replacement reserve requirements prepared by a qualified third party in accordance with reasonable and customary standards for similar residential rental projects.

G. Term. The Authority hereby acknowledges and agrees that the Effective Date of the AHA Agreement is February 1, 2003 and that the 55 year affordable term shall end on February 25, 2058.

5. REGULATORY AGREEMENT. The Parties acknowledge and agree that the Regulatory Agreement attached hereto as Exhibit "B" is the same agreement that should be attached to the AHA Agreement as Attachment No. 4.

6. REPRESENTATIONS, WARRANTIES AND COVENANT OF ASSIGNEE. Assignee hereby represents, warrants and covenants that: (a) it has full power and authority to enter into this Assumption Agreement and to execute, deliver and perform all its obligations under this Assumption Agreement and the AHA Agreement; and (b) prior to the Effective Date, the Assignee did not possess any interest in the Project nor was the Assignee involved with the Assignor in any partnership, corporation or other form of business arrangement.

7. INDEMNIFICATION.

A. Assignor shall, to the fullest extent permitted by law, defend, indemnify and hold the Authority, the City of Corona, and their respective directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Assignor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of this Assumption Agreement, the condition of the Property and/or any failure to comply with the AHA Agreement prior to the Effective Date, including, without limitation, the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

B. Assignee shall, to the fullest extent permitted by law, defend, indemnify and hold the Authority, the City of Corona, and their respective directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Assignee, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of this Assumption Agreement, the condition of the Property and/or any failure to comply with the AHA Agreement

from and after to the Effective Date, including, without limitation, the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

C. Except as provided in Section 2 and Section 7(B) above, neither Assignee nor any of their members, managers, employees, agents or affiliates shall be required to indemnify or hold any party harmless as a result of any occurrence that arises prior to the Effective Date. With respect to any occurrence that arose prior to the Effective Date for which the AHA Agreement requires the Assignor to indemnify and hold harmless the Authority, the Assignor shall continue to indemnify and hold such parties harmless for such occurrences, subject to any exculpatory provisions therein contained.

## 8. MISCELLANEOUS.

A. Payment of Costs. To the extent not already covered by the \$10,000 deposit made by Assignee to the Authority prior to the Effective Date ("**Deposit**"), Assignee agrees to pay the Authority's costs to effectuate the transfer of the Property and the Project to Assignee, including but not limited to the costs as set forth in Section 3(d) above, recording fees, transfer taxes, escrow fees and reasonable attorneys' fees, expenses and disbursements incurred by the Authority relating to this Assumption Agreement or incurred in connection with the assumption by the Assignee of the obligations under the AHA Agreement. Any unspent funds from the Deposit shall be returned by the Authority to Assignee within sixty (60) days of the Effective Date.

B. Notices to the Assignee. All notices to be given to the Assignee, as Owner under and pursuant to the AHA Agreement, shall be addressed as follows:

Avanath River Run, LP,  
1920 Main Street,  
Suite 150  
Irvine, CA 92614  
Attn: Wesley Wilson, Chief Operating Officer

C. Notices to the Authority. All notices to be given to the Authority, as the Agency's successor in interest under and pursuant to the AHA Agreement, shall be addressed as follows:

City of Corona Housing Authority  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Executive Director

D. Governing Law. This Assumption Agreement and all related documents shall be governed by and construed in accordance with the laws of the State of California.

E. Execution in Counterparts; Effective Date. This Assumption Agreement may be executed in several counterparts, each of which shall be an original and all of which shall

constitute but one and the same instrument, and this Assumption Agreement shall take effect on the Effective Date.

F. Continuing Effect of Assumption Agreement. All terms and conditions of the AHA Agreement not expressly modified by this Assumption Agreement are expressly reaffirmed as if set forth in their entirety herein and shall remain unaffected, unchanged and unimpaired by reason of this Assumption Agreement.

**[SIGNATURES ON FOLLOWING PAGES]**

**AUTHORITY'S SIGNATURE PAGE FOR  
ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT  
RELATING TO  
RIVER RUN SENIOR APARTMENTS  
AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT**

CORONA HOUSING AUTHORITY,  
a California public body corporate and politic

By: \_\_\_\_\_  
Jacob Ellis  
Executive Director

Attest:

\_\_\_\_\_  
Sylvia Edwards  
Authority Secretary

Approved as to Form:

\_\_\_\_\_  
Dean Derleth  
Authority Legal Counsel



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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their 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 \_\_\_\_\_

(Seal)

**ASSIGNOR'S SIGNATURE PAGE FOR  
ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT  
RELATING TO  
RIVER RUN SENIOR APARTMENTS  
AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT**

STEADFAST RIVER RUN, L.P.,  
a California limited partnership

By: Affordable Housing Access, Inc.,  
a California nonprofit public benefit corporation,  
its Managing General Partner

By: \_\_\_\_\_  
Vasilios Salamandrakis, President

By: \_\_\_\_\_  
Hilda Jusuf, Secretary

By: Steadfast RRA, L.P.,  
a California limited partnership  
its Co-General Partner

By: Steadfast RRA, LLC,  
a Delaware limited liability company,  
its General Partner

By: Beacon Bay Holdings, LLC,  
a Delaware limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their 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 \_\_\_\_\_

(Seal)

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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their 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 \_\_\_\_\_

(Seal)

**ASSIGNEE'S SIGNATURE PAGE FOR**  
**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT**  
**RELATING TO**  
**RIVER RUN SENIOR APARTMENTS**  
**AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT**

AVANATH RIVER RUN, LP,  
a Delaware limited partnership

By: Avanath River Road GP, LLC,  
a Delaware limited liability company,  
its Administrative General Partner

By: Avanath AH IV Holdco, Inc.,  
a Delaware corporation,  
its Managing Member

By: \_\_\_\_\_  
Name: Wesley Wilson  
Title: Chief Financial Officer

By: AHA Inland III MGP, LLC,  
a California limited liability company,  
its Managing General Partner

By: Affordable Housing Access, Inc.,  
a California nonprofit public benefit corporation,  
its Sole Member and Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their 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 \_\_\_\_\_

(Seal)

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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their 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 \_\_\_\_\_

(Seal)

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

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

LOTS 11 AND 14 OF BLOCK 97 OF THE AUBURNDALE COLONY, RECORDED IN MAP [BOOK 6, PAGE 20](#), IN THE OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, ALSO SHOWN IN RECORD OF SURVEY IN [BOOK 51, PAGE 44](#), RECORDS OF RIVERSIDE COUNTY, AND PARCELS 2152-1A AND 2152-1B AS SHOWN ON RECORD OF SURVEY FILED IN [BOOK 99, PAGE 3](#) THROUGH 8, OF RECORDS OF SURVEY IN THE OFFICE OF THE RECORDER, RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE MOST SOUTHERLY CORNER OF LOT 11 OF BLOCK 97 OF AUBURNDALE COLONY, RECORDED IN MAP [BOOK 6, PAGE 20](#), IN THE OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, ALSO SHOWN IN RECORD OF SURVEY IN [BOOK 51, PAGE 44](#), RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF RIVERSIDE ROAD BEING 60.00 FEET IN WIDTH, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 35° 25' 51" WEST, A DISTANCE OF 599.66 FEET; THENCE NORTH 54° 38' 30" EAST, A DISTANCE OF 624.67 FEET; THENCE SOUTH 35° 33' 42" EAST, A DISTANCE OF 599.62 FEET; THENCE SOUTH 54° 38' 16" WEST, A DISTANCE OF 626.04 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO LOT LINE ADJUSTMENT NO. 02-058, RECORDED JANUARY 24, 2003 AS [INSTRUMENT NO. 55515](#), IN THE RECORDS OF SAID COUNTY.

[APN: 119-070-008](#)

[APN: 119-070-014](#)

[APN: 119-070-015](#)



**EXHIBIT B**

**REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE  
COVENANTS**

**[SEE ATTACHED TWENTY-FIVE (25) PAGES]**