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**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
MILLENNIUM PD MASTER ASSOCIATION, INC.
PARCEL MAP NO. 36792
(A residential and business development)**

See attached Apr 11st

[This Set: 07/08/15]

Document Prepared By:
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**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
MILLENNIUM PD MASTER ASSOCIATION, INC.**

This Declaration is made by **PALM DESERT UNIVERSITY GATEWAY**, a Nebraska limited liability company ("Declarant").

RECITALS AND DECLARATIONS

- A. Declarant is the owner in fee of that certain real property ("Property") in the City of Palm Desert, County of ~~Orange~~ Riverside State of California, legally described in attached Exhibit "A".
- B. Declarant intends to develop the Property into a residential and commercial development ("Development").
- C. Declarant desires to impose a general plan for the development, maintenance, improvement, protection use, occupancy and enjoyment of the Development, and to establish, adopt and impose covenants, conditions, restrictions, easements, equitable servitudes, liens and charges upon the Development for the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of the Development.

NOW, THEREFORE, Declarant hereby declares that upon the recordation of the first deed conveying title to any Parcel from Declarant to another owner, the Property, is brought within the coverage of this Declaration and the jurisdiction of the Master Association, shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following Declarations, limitations, covenants, conditions, restrictions, liens, charges and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, in accordance with the plan for the improvement of the Property. All of the limitations, covenants, conditions, restrictions, and easements shall constitute equitable servitudes and covenants running with the land and shall be binding upon Declarant and its successors and assignees, and all parties having or acquiring any right, title or interest in or to any part of the Property.

ARTICLE I

DEFINITIONS

Article I provides definitions of the terms commonly used in this Declaration. Defined terms are capitalized throughout the Declaration.

The following definitions apply unless otherwise required by the context:

"Articles" - The Articles of Incorporation of the Master Association, including any amendments.

"Assessments" - A charge against the Owners and their Parcels representing their share of the actual and estimated expenses of the Master Association in performing its duties as set forth in the Governing Documents.

"Board" or "Board of Directors" - The governing body of the Master Association.

"Bylaws" - The bylaws of the Master Association, including any amendments.

"City Property" - Parcels 8 and 9 as shown on the recorded Parcel Map.

"Code Section" - Codes of the state of California (e.g. "Civil Code", "Vehicle Code"). Reference to any specific Code Section includes any future successor Code Sections.

"Compliance Assessment" - An Assessment imposed against a particular Owner in order to reimburse the Master Association for any costs incurred in connection with that Owner's violation of the Governing Documents, or a monetary penalty imposed by the Master Association as a disciplinary measure for failure to comply with the Governing Documents or other breach of any legal duty. Compliance Assessments fall under the category of Special Assessments.

"Declarant" - The persons or entity identified in the introductory paragraph of this Declaration; also, Declarant's successors to and assignees of special rights, preferences, or privileges designated herein, including any Mortgagees acquiring Declarant's interest in the Development by foreclosure or deed in lieu of Foreclosure. Successor means a natural individual or any legal entity who acquires Declarant of substantially all of Declarant's assets by sale, merger, reverse merger, consolidation, sale of stock or assets, by operation of law or otherwise. Declarant has the right to determine in its sole discretion, that manner in which it transfers its obligations and rights reserved to it under this Declaration.

"Declaration" - This document and any amendments hereto.

"Development" and/or "Property" - The real property described in Exhibit "A."

"Governing Documents" - All documents governing the Property, including this Declaration, the Articles, Bylaws, Parcel Map, any maintenance manuals, and any Rules and Regulations, as may be amended from time to time.

"Master Association" - Millennium PD Master Association, Inc., a California nonprofit mutual benefit corporation formed (or to be formed) to govern the Development. Members of which shall be the Owners of the Parcels in the Development. The term includes its agents, the Board or any committee as applicable.

"Master Association Maintenance Areas" - those areas to be maintained by the Master Association as described specifically in Section 2.01.

"Member" - Any person who is an Owner based upon the provisions of the Governing Documents.

"Owner" - Any person or entity acquiring any fee title interest in any portion of the Property.

"Parcel" - Any of the Parcels in the Property as shown on the recorded Parcel Map.

"Parcel Map" – Parcel Map No. 36792 in the City of Palm Desert, as per Map recorded in Book ____, Pages ____, inclusive, of Maps, in the Office of the County Recorder of Riverside County, California.

"Regular Assessments" - Assessments used to meet the Master Association's normal operating expenses and to establish necessary reserves.

"Rules and Regulations" - The rules as established and adopted from time to time by the Board as provided for in this Declaration.

"Special Assessments" - Assessments levied on an as-needed basis to meet expenses of any extraordinary or capital nature and may include but are not limited to Compliance Assessments.

"Sub-Association" – any association created to represent the Owner or Owners of any Parcel.

"Total Voting Power" - One hundred percent (100%) of the votes by Owners which may potentially be cast. (Even if any Owner's voting rights have been suspended, the number of votes constituting the Total Voting Power would include any suspended vote(s).)

ARTICLE II

MASTER ASSOCIATION

2.01 Duties of the Master Association.

The duties and powers of the Master Association are those set forth in the Governing Documents, together with its general and implied powers as a nonprofit mutual benefit corporation, generally to do all things which are necessary or proper for the peace, health, comfort, safety and general welfare of the Development, including without limitation the following:

- (a) To maintain the following areas ("Association Maintenance Areas"):

Drainage Facilities on City Property.

Pursuant to Section 3.2(d) of the Development Agreement Between the City of Palm Desert, California, and Palm Desert University Gateway, LLC, dated July, 2015 Declarant, its successors and assigns, including the Master Association shall maintain according to City standards the drainage facilities across City Property that serve the Property and the Storm Water Drainage Channel, identified as Assessor's Parcel No. 694-120-017, and that extends along the northern property line of Assessor's Parcel No. 694-120-012. Declarant, its successors and assigns, including the Master Association shall reimburse the City for 100% of the maintenance of the retention basins on Parcel 9. After completion of the City's development of Parcel 9, Declarant shall reimburse the City for 100% of maintenance of the westerly retention basin, but only for its fair share of on-going maintenance of the easterly retention basin on Parcel 9 as determined by the City based on each Parcel's projected contribution of storm water to the easterly retention basin. City shall invoice Master Association as costs occur and Master Association shall pay City within 30 days.

Storm Water Drainage Channel

The Master Association shall maintain the Storm Water Drainage Channel and the owners of Parcels 1 through 7 shall contribute toward the costs of maintenance in the portions as shown in attached Exhibit "B."

Maintenance of Dinah Shore Drive

The Master Association shall maintain the center median landscaping, including electrical and water and water metering of the public street, Dinah Shore Drive, in accordance with City standards for a period of five (5) years from the date of the City's acceptance of the median. Parcels 1 and 3 shall contribute toward the maintenance in proportions as shown in attached Exhibit "C." After the five (5) year period, the Master Association will continue to maintain the center median, and the City of Palm Desert will reimburse the Master Association the reasonable cost of maintaining the center median landscape along the portion of the street fronting the City parcels. Each Owner shall maintain the landscape on its own Parcel that abuts Dinah Shore Drive.

Maintenance of Technology Drive

The Master Association shall maintain the center median landscaping, including electrical and water and water metering of the public street, Technology, in accordance with City standards for a period of five (5) years from the date of the City's acceptance of the median in the public street. Parcels 4, 5, 6 and 7 shall contribute toward the maintenance in proportions as shown in attached Exhibit "D." After the five (5) year period, the Master Association will continue to maintain the center median landscaping and the City of Palm Desert will reimburse the Master Association the reasonable cost of maintaining the center median landscape along the portion of the street fronting the City parcels. Each Owner shall maintain the landscape on its own Parcel that abuts Technology Drive.

- (b) Contract for goods and services for Master Association Maintenance Areas and facilities.

- (c) Have the Board adopt and enforce reasonable Rules and Regulations pertaining to the use of the Master Association Maintenance Areas by owners, occupants and visitors.

2.02 **Easements In Favor of Master Association.**

The Master Association shall have easements over all portions of each Parcel of the Development as is reasonably necessary to perform its duties under this Declaration.

2.03 **Sub-Master Associations.**

Each Parcel of the Development shall form a Sub- Association to manage the affairs of the Parcel. Each Sub-Association is a Member of the Master Association. The Members shall elect the Board of Directors of the Master Association following the procedures set forth in the Bylaws.

2.04 **Membership Classes.**

(a) The Master Association has two (2) classes of voting membership:

(1) **Class A Members** - All Owners (other than Declarant), who are entitled to one (1) vote to each Parcel owned.

(2) **Class B Member** - Declarant, which is entitled to three (3) votes for each Parcel owned by Declarant.

(b) **Class B Membership** irreversibly ceases and converts to **Class A Membership** when Declarant no longer owns a Parcel.

2.05 **Voting Requirements.**

Unless otherwise specifically stated, Membership approval requires the affirmative vote of a majority of a quorum of each class of Membership, if there are two classes of Members and after conversion to one Class, approval of a majority of a quorum of all Members.

ARTICLE III

COVENANTS FOR ASSESSMENT

3.01 Assessments.

Assessments may be levied by the Master Association for improvement and maintenance of the Association Maintenance Areas, administration of the Property, and to promote the recreation, safety, and welfare for the common good of all the Parcels.

3.02 Commencement; Due Dates of Assessments.

- (a) Regular Assessments against all Parcels on the first day of the month following the transfer of the title to any Parcel from the Declarant to an Owner..
- (b) Regular Assessments shall be due and payable in any reasonable manner established by the Board.

3.03 Assessment Rate Based Upon Square Footages of Parcels.

Regular Assessments and Special Assessments shall be assessed against each Parcel in proportion to the relative square footages of Parcel as described in Section 2.01(a) and the related Exhibits.

3.04 Assessment Duties of the Board of Directors.

The Board shall levy Regular and Special Assessments against each Parcel of the Development.

3.05 Reserves.

- (a) A portion of Regular Assessments shall go towards an adequate reserve fund for maintenance, repairs and replacement of those improvements that the Master Association is obligated to maintain and/or that must be replaced on a periodic basis.
- (b) The Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, major components that the Master Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established.

3.06 Emergency Assessments.

- (a) The Board may increase Assessments in order to fund any of the following:
 - (1) An extraordinary expense required by an order of the court;
 - (2) An extraordinary expense necessary to repair or maintain the Development or any part of it for which the Master Association is responsible;
 - (3) An extraordinary expense necessary to repair or maintain the Development or any part of it for which the Master Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget.

3.07 **Effect of Nonpayment of Assessments: Delinquency and Remedies of the Master Association.**

- (a) An Assessment is delinquent ("Delinquent Assessment") if not paid within fifteen (15) days after the due date. A Delinquent Assessment includes:
- (1) A reasonable late charge imposed by the Board ;
 - (2) Reasonable collection costs and attorney's fees; and
 - (3) Interest on all costs and charges at the maximum permissible rate, commencing thirty (30) days after the Assessment is due.
- (b) In addition to all other legal rights and remedies, the Master Association may:
- (1) Bring legal action against a Sub-Association which is obligated to pay the Assessment and charges (without foreclosing or waiving any lien security);
 - (2) Judicially foreclose the lien against the Parcel, including the Assessment, interest, collection costs and late charges;
 - (3) Foreclose the lien by power of sale in accordance with California Civil Code Sections 2924-2924h, or any other lawful manner;
 - (4) Bid on the Parcel through authorized agents at the foreclosure sale, to acquire and thereafter to hold, lease, mortgage or convey; or
 - (5) Temporarily suspend the voting rights of the Sub-Association in accordance with the provisions of this Declaration.

ARTICLE IV
EASEMENTS

4.01 Easements for Master Association.

- (a) The Master Association has, and may grant, nonexclusive easements and rights of way for ingress, egress and access to all portions of the Property as reasonably required to perform its maintenance obligations and other duties established in this Declaration, and further has utility and drainage easements as hereinafter provided to maintain the health, safety, convenience and enjoyment of the Parcels and Master Association Maintenance Areas.
- (b) Declarant hereby reserves for the benefit of the Master Association the right to grant additional easements and rights-of-way over the Property to utility companies and public agencies, as necessary, for the proper development and sale of the Property.

ARTICLE V

DAMAGE AND DESTRUCTION TO IMPROVEMENTS

Article V concerns restoration or other disposition in the case of damage or destruction of Master Association Maintenance Areas.

5.01 Restoration of the Property.

- (a) In case of casualty damage to Master Association Maintenance Areas Improvements, the Master Association will repair and substantially restore the Master Association Maintenance Areas Improvements in accordance with the original as-built plans and specifications, modified as may be required by applicable building codes and regulations in force at the time of such repair or reconstruction.
- (b) If insurance proceeds cover at least eighty-five percent (85%) of repair costs, the Master Association will repair the damage and levy a reconstruction Assessment equally against the Owners to make up the balance of repair costs not covered by the insurance (according to the Article "Covenants for Assessments").
- (c) If insurance proceeds cover less than eighty-five percent (85%) of repair costs, the Master Association will repair the damage and levy a reconstruction Assessment equally against the Owners for the balance of the repair costs not covered by the insurance, unless at least sixty-seven percent (67%) of the Owners determine either:
 - (1) To rebuild in a less expensive manner than substantial replacement, utilizing all available insurance proceeds. The Master Association will levy a reconstruction Assessment equally against the Owners to raise any rebuilding cost in excess of insurance proceeds; or
 - (2) Not to rebuild. All net insurance proceeds for the damage (after expenses of clearing debris and making the damaged area aesthetically pleasing) are at the Master Association's discretion to perform its functions according to the Governing Documents or to distribute equally to the Owners (subject to the rights of Mortgagees of record).
- (d) If the estimated cost of repair does not exceed five percent (5%) of the budgeted gross expenses of the Master Association for that fiscal year, the Board shall cause the repair to occur without the consent of Members irrespective of the available amount of insurance proceeds. The Board is empowered to levy a Special Assessment if necessary as described herein.
- (e) If the Owners and Mortgagees determine that restoration costs would be substantial and reconstruction would not be in their best interests, the Owners may proceed as provided section 5.03 below.

5.02 Notice to Owners and Listed Mortgagees.

Immediately upon learning of any material damage or destruction to the Master Association Maintenance Areas or any Parcel, the Board must notify all Owners, and First Mortgagees, insurers or guarantors of any relevant Mortgagees who have filed a written request for Board notice (see "Mortgagee Protection" Article).

5.03 Sale of Property and Right to Partition.

If the Owners elect not to rebuild, a qualified independent appraiser licensed by the State of California Office of Real Estate Appraisers selected by the Board shall determine the relative fair market values of all Parcels as of a date immediately prior to any damage or destruction and the proceeds of insurance shall be apportioned among all Owners, and their respective Mortgagees, in proportion to such values.

ARTICLE VI
AMENDMENT

6.01 Amendment.

- (a) Before the First Close of Escrow of a Parcel, and subject to the consent the City, Declarant may unilaterally amend this Declaration (subject to the Article entitled "Rights and Requirements of the City of Palm Desert" by recording an amendment with the County Recorder's Office.
- (b) After the First Close of Escrow of a Parcel, this Declaration may only be amended in the following ways:
 - (1) If there is only one Membership Class, approval by at least sixty-seven percent (67%) of Members and an amendment signed by two (2) Master Association officers certifying that the amendment was approved by at least sixty-seven percent (67%) of Members;
 - (2) If Class B Membership exists, approval by at least sixty-seven percent (67%) of the Members of each Class, and either i) an amendment signed by two (2) Master Association officers certifying that the amendment was approved by sixty-seven percent (67%) of the Members of each Class;
- (c) An amendment for the purpose of correcting technical errors, clerical mistakes, for clarification, or to conform this Declaration to the requirements of the City of Palm Desert shall not be construed as a material change to the Governing Documents and may be made upon a majority vote of the Board of Directors without vote of the Membership.
- (d) Notwithstanding any other portion of this Section, for so long as Declarant owns any portion of the Property, Declarant may unilaterally amend this Declaration by recording an instrument in writing, signed by Declarant, without the consent of the Master Association or any other Owner, provided that such amendment is made in order to i) conform this Declaration to the requirements of the BRE, VA, FHA, FNMA, FHLMC, or any other governmental entity; or ii) supplement or amend this Declaration with provisions which pertain to rights and obligations of Declarant, the Master Association or Owners arising under the Right to Repair Act at Division 2, Part 2, Title 7 (commencing with Section 895) of the California Civil Code.

ARTICLE VII

ENFORCEMENT AND DISPUTE RESOLUTION

Article VII provides methods for enforcement and for resolving any claims and Disputes between Owners, the Master Association, and/or Declarant.

7.01 Enforcement of Governing Documents.

The Master Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents and shall be entitled to recover from any Owner against whom such restrictions, conditions, covenants, rule, reservations, liens and charges are enforced, all costs and reasonable attorneys' fees incurred thereby.

7.02 Failure Not a Waiver.

The failure of any Owner, the Board, the Master Association or its officers or agents to enforce any of the Governing Documents shall not constitute a waiver of the right to enforce the same thereafter. No such failure shall result in or impose any liability upon the Board, or any of its officers or agents. Waiver or attempted waiver of any provision of this Declaration or the Master Association's other Governing Documents with respect to any Parcel shall not be deemed a waiver thereof as to any other Parcel, nor shall the violation of any provision hereof or thereof in respect to any Parcel or Parcels affect the applicability or enforceability of any provision of this Declaration in respect of any other Parcel. A waiver of any enforcement right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular covenants, condition or restriction contained herein which is expressly set forth as being waived in such writing.

7.03 Attorneys' Fees.

In the event that the Master Association or any Owner takes action to enforce or interpret the Governing Documents, to restrain violations or to determine the rights and duties of any person under the Governing Documents, whether or not such action is in the form of a formal court proceeding, the prevailing party shall be entitled to actual attorneys' fees and costs plus, in the case of a proceeding, any other relief awarded.

ARTICLE VIII

RIGHTS AND REQUIREMENTS OF THE CITY OF PALM DESERT

Notwithstanding any other provision to the contrary as may be contained in this Declaration, and in addition to any other rights granted to the City of Palm Desert ("City") pursuant to the provisions of this Declaration, the City shall have the following additional rights, and Declarant, the Master Association and the Owners, as applicable, shall comply with the following provisions, City requirements and conditions:

8.01 Definitions.

- (a) For purposes of this Article, the term "Improvements" shall have that meaning set forth in this Declaration, if any, but shall also include all improvements in the Development, including, without limitation, the following: all structures and buildings (and all components thereof); private utilities, landscaping improvements and plantings; fences and walls, private streets, if any, driveways, sidewalks, parking areas other than driveway, if any, garages, carports, lighting, signs, irrigation and drainage facilities.
- (b) Maintenance. Declarant, the Master Association and each Owner shall comply with the following special conditions, as they may apply to them:
- (1) Master Association Maintenance. The Master Association shall, at all times, perform such maintenance as is required to be performed by the Master Association under this Declaration, which maintenance shall include, without limitation, maintenance of all Master Association Maintenance Areas, together with all Improvements located therein, in good repair, condition and appearance, and shall keep the Master Association Maintenance Areas, neat, clean and sanitary, free from any accumulation of debris or waste materials, and otherwise in accordance with this Declaration and applicable City Codes and Regulations.
 - (2) Owner Maintenance. Each Owner, including Declarant, shall, at all times, perform such maintenance as is required to keep their Parcel neat, clean and sanitary, free from any accumulation of debris or waste materials in accordance with this Declaration and applicable City Codes and Regulations.
 - (3) Landscape Maintenance. All landscaping in the Development, including, without limitation, trees, shrubs and other vegetation, drainage and irrigation systems, shall initially be installed by Declarant as provided in the landscape plan as approved by the City and shall be maintained in good, first class condition, healthy, without deterioration, free of waste and debris, and in conformity with the landscaping maintenance standards of the City. Dead or diseased plants shall be promptly replaced with landscaping similar in type, size and quality. Automatic irrigation systems shall be properly maintained and other reasonable and adequate landscape maintenance facilities and procedures shall be provided to fulfill the foregoing requirements.
 - (4) Public Nuisance. The Development shall be maintained in such manner as to, at a minimum, avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to public health, safety or general welfare, or such condition or deterioration or disrepair causes appreciable harm or has been truly detrimental to the Development.

8.02 Enforcement by the City.

(a) In the exercise of its general police power, the City regulates land uses and subdivisions within the City, including certain requirements for the Development as reflected in the provisions of this Declaration. Each Owner acknowledges by acceptance of the deed or other conveyance thereof, whether or not it shall be expressed in any such deed or other instrument, that each of the covenants, conditions and restrictions set forth in this Article benefit the City, and that the City has a substantial interest to be protected with regard to assuring compliance with, and enforcement of, these covenants, conditions and restrictions and any amendments thereto. All such covenants, conditions and restrictions shall therefore be enforceable by the City by proceedings at law or in equity or in the following manner:

- (1) If in the opinion of the City (or his authorized representative), the Master Association at any time fails to maintain the Master Association Maintenance Areas, and the Improvements located thereon, in accordance with specified standards of repair, maintenance and cleanliness in accordance with this Article, the City shall give written notice to the Master Association (by certified mail, return receipt requested, or by an express mail or delivery service which provides confirmation of delivery date and receipt therefor) specifying the nature of such deficiency ("Notice of Deficiency"). Such Notice of Deficiency from the City shall be addressed to the Master Association and shall require that the Master Association take appropriate corrective action within thirty (30) days of receipt of such Notice of Deficiency unless there exists a hazardous condition creating an immediate possibility of serious injury to persons or property, in which case the time for correction may be reduced to a minimum of five (5) days.
- (2) The Master Association shall have the right, within ten (10) days of receipt of such Notice of Deficiency, to file an appeal with the City Council of the City for public hearing before the City Council to consider the reasonableness of the City's requirements as set forth in the Notice of Deficiency. The decision of the City Council on such appeal shall be binding upon all parties but may be appealed by the Master Association through an appropriate action in any court having jurisdiction. The Notice of Deficiency from the City shall state the anticipated costs that the City would assess against the Master Association for corrective work to be accomplished, which costs shall be no more than those charged by competitive private industry for similar work.
- (3) If the Master Association, within the time set forth in the Notice of Deficiency (subject to extension for such time as may be required to appeal the Notice of Deficiency to the City Council) does not undertake and complete the corrective work required as described in the Notice of Deficiency, the City may (but will not be obligated to) undertake and complete such corrective measures as are set forth in the Notice of Deficiency and assess the costs thereof against the Master Association. The City may elect to enforce payment of such costs through any procedures set forth in this Declaration for the establishment of assessment liens against the Master Association or through an action at law (which action may be brought without foreclosing or waiving any lien securing such amount).

8.03 Easement to City.

In the event the City elects to undertake and complete the corrective measures as set forth in the Notice of Deficiency, Declarant hereby grants to, and reserves for, the City and its authorized representatives, employees and contractors, a non-exclusive easement for access, ingress and egress upon and across the Development as may be necessary to complete such work.

8.04 Easement for Law Enforcement and Emergency Vehicles and Personnel.

Declarant hereby reserves a non-exclusive easement for access, ingress and egress upon and across the Development as may be necessary for law enforcement and for the provision of emergency services in the Development by City and state law enforcement officers and vehicles, City Fire Department and other emergency services vehicles and personnel.

8.05 **Agreement Between Declarant and City.**

Declarant, in exchange for granting of the City's approval of this Declaration, hereby agrees to hold, sell and convey the Development subject to the covenants, conditions, restrictions and reservations contained in this Article. Declarant also grants to the City, the right and power to enforce the covenants, conditions, restrictions and reservations contained in this Article against the Declarant, so long as Declarant has an interest in the Development, and all persons or entities having any rights, title or interest in the Development or any part thereof, their heirs, successive owners and assigns and successors-in-interest.

8.06 **No City Liability.**

The failure or refusal of the City to exercise any of the rights or powers conferred by this Article will not result in any liability to the City and shall not give rise to a cause of action against the City, its officers and employees, on the part of any person. No officer or employee of the City shall be personally liable to Declarant, the Master Association or any Owner, for any default or breach by the City, its officers and employees, under this Declaration.

8.07 **Amendments/Termination.**

Prior to recording any amendment to this Declaration, which (a) amends this Article or to any other provisions of this Declaration enforceable by the City, (b) affects the rights of the City under this Article; (c) affects the Master Association's obligation to maintain the Master Association Maintenance Areas as described in this Declaration; (d) redefines or changes the description and/or boundaries of the Master Association Maintenance Areas (and, if applicable, Master Association Maintenance Areas) as described in this Declaration, or (e) terminates this Declaration, the prior written consent of the City Manager (or his authorized representative) shall be obtained. The City's prior written consent to any of the foregoing shall be recorded concurrently with any such amendment or termination. Any such amendment or termination recorded without the City's written approval shall be null and void.

8.08 **Attorney's Fees.**

In any action brought by the City to enforce this Declaration, the prevailing party will be entitled to receive its attorney's fees and costs, in addition to such other relief as may be granted. In addition, the City shall be entitled to receive its attorney's fees and costs expended in connection with (a) enforcement of this Article, and (b) any settlement procedure as may be ordered by the court. To the extent the Master Association and any individual Parcel Owners are, together, a non-prevailing party in any enforcement action, the Master Association and the said individual Parcel Owners against whom such enforcement action has been taken shall be jointly and severally liable for any such attorney's fees and costs.

8.09 **Notices.**

Notices to the City that may be required or necessary under this Declaration, if any, shall be provided to the following addresses:

To City: City of Palm Desert
 City Clerk
 73-510 Fred Waring Drive
 Palm Desert, CA 92260-2578

With Copy To: Robert W. Hargreaves, Esq.
 Best Best & Krieger
 74-760 Highway 111, Suite 200
 Indian Wells, CA 92210

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.01 Term of Declaration.

- (a) This Declaration is binding upon all parties for sixty (60) years after the recording date.
- (b) After sixty (60) years, the Declaration will automatically be extended for successive ten (10) year periods, unless the Owners (heirs, successors, representatives) of a majority of subject Parcels record a signed, written instrument:
 - (1) At least one (1) year before the beginning of any ten (10) year period; and
 - (2) Agreeing to change or terminate this Declaration.

9.02 Notices.

Any approval, disapproval, demand, document or other notice which Declarant, the Master Association, or any Owner may desire to give to another party must be in writing and may be given either by i) personal delivery; ii) by United States mail which shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the mail, first class or registered, postage prepaid, addressed to the person to be notified; or iii) by any other method provided by Civil Code Sections 4040, 4045 and 4050

9.03 Partial Invalidity.

If any term, condition, provision or other portion of this Declaration is declared invalid or in conflict with any relevant law, the validity of the remainder of this Declaration will remain in full force and effect.

9.04 Number.

As required by the context of this Declaration, a singular grammatical reference includes the plural application.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this Declaration for Millennium PD Master Association, Inc.

"Declarant"

PALM DESERT UNIVERSITY GATEWAY, LLC,
a Nebraska limited liability company

X Theodore M. Seldin
By: Theodore M Seldin
Its:

X President
By: president
Its:

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 Nebraska)
COUNTY OF Douglas) ss.

On June 8, 2015, before me, Laure J Grace
Notary Public, personally appeared:

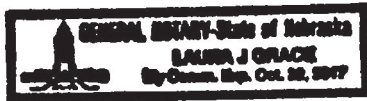
Theodore M. Seldin

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.

(SEAL)



Laure Grace
Notary Public

Notary Seal

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: Laura J Grace

Commission # _____

Date Commission Expires: Oct 22 2017

County where Bond is filed: Nebraska

Vendor: _____

Place of Execution: San Bernardino

Date: 7/17/15

Signature: 

A.Salters

SUBORDINATION BY LIENHOLDER

WILLIAM FERRILL HAY and DENISE DuBARRY HAY, Trustees of the Hay Family Trust dated November 23, 2012, as Beneficiary under the following Deed of Trust which covers the real property described in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Millennium PD Master Association, Inc., Parcel Map No. 36792 ("Declaration") to which this instrument is attached, hereby subordinates the lien of said Deed of Trust to the recording of this Declaration, and agrees that the liens of said Deed of Trust shall be subordinated to and subject to each and every provision of the Declaration and any future amendments not affecting the beneficial interest. The signing of this Subordination by Lienholder shall not constitute said Lienholder's subordination to any future Assessment liens.

Deed of Trust recorded on June 05, 2014 as Instrument No. 2014-0207737, of the Official Records of the Riverside County Recorder.

**WILLIAM FERRILL HAY and DENISE DuBARRY HAY,
Trustees of the Hay Family Trust dated November 23, 2012**

X _____
By: **WILLIAM FERRILL HAY**
its: **Trustee**

X _____
By: **DENISE DuBARRY HAY**
its: **Trustee**

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.

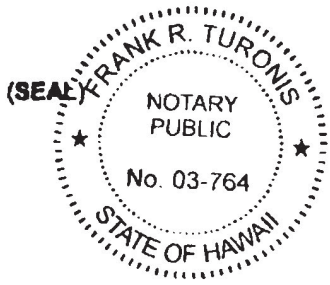
HAWAII
STATE OF CALIFORNIA)
COUNTY OF *KAUAI*) ss.

On JULY 6, 2015, before me, FRANK R. TURONIS
Notary Public, personally appeared:

WILLIAM FERRILL HAY AND DENISE DuBARRY HAY
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~~ *HAWAII* that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



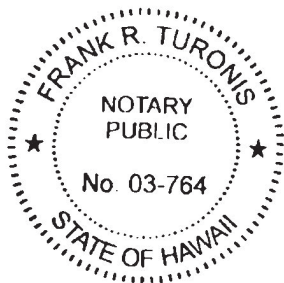
Frank R. Turonis
Notary Public

STATE OF HAWAII

} SS

COUNTY OF KAUAI

On this 6 day of JULY, 2015, in the 5th Circuit, State of Hawaii, before me personally appeared WILLIAM FERRELL HAY and DENE DUBARRY HAY to me personally known (or proved to be on the basis of satisfactory evidence), who, being dully sworn or affirmed, did say that such person (s) executed the foregoing instrument identified or described as SUBORDINATION BY LIENHOLDER as the free act and deed of such person (s), and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity. The foregoing instrument is dated JULY 6 2015 and contained 1 pages at the time of this acknowledgement/certification.




FRANK R TURONIS

Notary Public
Fifth Judicial Circuit
State of Hawaii
My Commission Expires 12/28/2015
My Commission No. 03-764

EXHIBIT "A"

PROPERTY

Parcels 1 through 9, inclusive, of Parcel Map No. 36792, in the City of
Palm Desert, as per Map recorded in Book 239, Pages
9-15, inclusive, of Maps, in the Office of the
County Recorder of Riverside County.

MILLENNIUM - EXHIBIT B (1 of 2)

SHARED COST BETWEEN MILLENNIUM (PARCEL 1) AND ADJACENT PARCELS

Phases 1-5

Parcel	Percentage
Parcel 1	44.60%
Parcel 2	13.07%
Parcel 3	42.33%
	100%

MILLENNIUM - EXHIBIT B (2 of 2)

SHARED COST BETWEEN MILLENNIUM (PARCEL 1) AND ADJACENT PARCELS

Phases 6-8

Parcel	Percentage
Parcel 1	20.77%
Parcel 2	5.75%
Parcel 3	23.50%
Parcel 4	12.30%
Parcel 5	6.03%
Parcel 6	14.52%
Parcel 7	17.13%
	100%

MILLENNIUM - EXHIBIT C

DINAH SHORE MEDIAN - SHARED COST BETWEEN MILLENNIUM (PARCEL 1) AND PARCEL 3

Phases 1-8

Parcel	Percentage
Parcel 1	63.76%
Parcel 3	36.24%
100%	

MILLENNIUM - EXHIBIT D

TECHNOLOGY DRIVE MEDIAN - SHARED COST BETWEEN MILLENNIUM AND PARCELS 4, 5, 6 & 7

Phases 6-8

Parcel	Percentage
Parcel 4	24.51%
Parcel 5	8.58%
Parcel 6	30.15%
Parcel 7	36.76%
	100%

APNs:

694-120-012-3, 013-4, 015-6, 016-7, 017-8, 019-0

694-190-059-3, 064-7, 076-8