

BOND (Completion of Common Facilities)

RE-611 (Rev. 2/99)

Bond Number: _____

Premium: \$ _____

Premium is for a term of _____ year(s)

Know all men by these presents:

That we _____ (Name of Subdivider) as Principal, and _____ (Name of Surety) a corporation organized under the laws of the State of _____, and authorized to transact the business of surety in the State of California as Surety, are firmly held and bound unto _____ (Name of Homeowners' Association), (hereinafter referred to as Obligee) in the penal sum of _____ Dollars (\$ _____) for which sum, well and truly to be paid, we bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

This bond is given pursuant to §11018.5(a)(2)(A) of the California Business and Professions Code to assure lien-free completion of the improvements described in Principal's "Planned Construction Statement", a copy of which is attached hereto and incorporated herein by reference, for the subdivision development known as _____ situated in the County of _____, State of _____.

Surety, for value received, hereby agrees that the matters set forth in California Civil Code §3225, or similar acts or omissions which might release the Surety pursuant to law, shall not in anyway release Surety from the obligation of this bond or reduce Surety's obligation thereunder.

Surety, for value received, does here by waive the right granted to Surety under California Civil Code §2845 to require that Obligee proceed independently against Principal to enforce this obligation, but reserves to itself any right under said §2845 to require that Obligee proceed jointly against Principal and Surety in any such action.

The condition of this obligation is such that if Principal shall complete or cause to be completed said improvements free of liens and claims on or before the latest completion date specified in said "Planned Construction Statement", or an extension thereof given in writing by Obligee to Principal and assented to in writing by Surety, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

A suit or action of this bond must be filed within two (2) years after the latest completion date set forth in the Planned Construction Statement or any extension thereof given in writing by Obligee to Principal an assented to in writing by Surety.

The terms, conditions and coverage of this bond have been approved by the Real Estate Commissioner of the State of California.

In Witness Whereof, Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, YEAR.

Signature of Principal

Signature of Surety

By: _____

By: _____

* Bond must bear corporate seal of Surety. If name of state and date of incorporation are specified in seal, Surety's signature need not bear Notary's acknowledgment. Otherwise, Notary's acknowledgment is required.