

**DOC # 2000-232903**

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## **RIDGEVIEW VILLAGE HOMEOWNERS ASSOCIATION**

*First Restated Declaration of*  
**Covenants, Conditions and Restrictions**

# **CC&Rs**

**June 2000**

"If this document contains any restrictions based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.1 of the Government Code. Lawful of occupants in senior housing for older persons shall not be construed as restrictions based on familial status."

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**RIDGEVIEW VILLAGE  
HOMEOWNERS ASSOCIATION**

***First Restated Declaration of Covenants,  
Conditions and Restriction***

**CC&Rs**

THIS FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by the RIDGEVIEW VILLAGE HOME OWNERS ASSOCIATION, with reference to the following:

**RECITALS**

- A. RIDGEVIEW VILLAGE HOME OWNERS ASSOCIATION, a California non-profit, mutual benefit corporation (the "HOA") is the governing organization for the common interest development commonly known as Ridgeview Village Home Owners Association (the "Development") located in the City of Palm Springs, County of Riverside, State of California, more particularly described as Lot 1 of Tract 14740 as shown by map on file in book 139, pages 48 and 49 of Maps, Records of Riverside County, California.
- B. The HOA is a Common Interest Development as defined by the *Davis-Stirling Common Interest Development Act, California Civil Code section 1350, et. seq.*
- C. The HOA has the duty, responsibility and authority to perform certain functions set forth in the Governing Documents for the HOA, including the original Declaration of Covenants, Conditions and Restrictions recorded in the Official Records of Riverside County on July 10, 1984, as document number 1984-148108 (the "Original Declaration").

In accordance and compliance with the Governing Documents, the HOA establishes this *First Restated Declaration of Covenants, Conditions and Restrictions ("CC&Rs")* for the protection and benefit of the Development. These CC&Rs entirely replace and supplant the Original Declaration.



## ARTICLE I DEFINITIONS

- Section 1.1 **Adjacent Owners.** Owners of Units separated by a Party Wall or a Yard Wall.
- Section 1.2 **Architectural Guidelines.** The policies and procedures established by the Board and the Architectural Review Committee governing any proposed changes to the Development.
- Section 1.3 **Architectural Review Committee or ARC.** The committee established by the Board in accordance with these CC&Rs to review changes to the Development proposed by Owners.
- Section 1.4 **Articles.** The Articles of Incorporation of the Ridgeview Village Home Owners Association, a California non-profit, mutual benefit corporation.
- Section 1.5 **Assessment.** Any regular, special or reimbursement assessment as defined in these CC&Rs and the *Davis-Stirling Common Interest Development Act*.
- Section 1.6 **Association.** The Ridgeview Village Home Owners Association, a California non-profit, mutual benefit corporation; a common interest development. Also referred to as the "HOA".
- Section 1.7 **Beneficiary.** A mortgagee, or the beneficiary or holder of a note secured by a Deed of Trust, and/or the assignees of a mortgagee, beneficiary or holder.
- Section 1.8 **Board of Directors or the Board.** The governing body of the HOA, as set forth in the Governing Documents.
- Section 1.9 **Bylaws.** The Bylaws of the HOA.
- Section 1.10 **CC&Rs.** This First Restated Declaration of Covenants, Conditions and Restrictions. Also referred to as the "Declaration".
- Section 1.11 **Common Area.** The entire Development except for the Units. Unless stated to the contrary, reference to the Common Area also refers to all Common Facilities.
- Section 1.12 **Common Expenses.** Any cost for which use of HOA funds is authorized by the Governing Documents or applicable laws.
- Section 1.13 **Common Facilities.** Every part of the Development except the Units and the real property.
- Section 1.14 **Condominium.** See "Unit", below.

- Section 1.15 **Condominium Plan.** The document which describes and defines the entire Development, filed with the Office of the County Recorder of Riverside County, California, on July 10, 1984, in book c-46 of maps, at pages 210-213.
- Section 1.16 **Declaration.** This *First Restated* Declaration of Covenants, Conditions and Restrictions. The Declaration may also be referred to as the "CC&Rs".
- Section 1.17 **Development.** All of the real property and improvements commonly known as the Ridgeview Village Home Owners Association, as depicted on the Condominium Plan.
- Section 1.18 **Eligible Insurer, Guarantor.** An insurer or guarantor who has requested notice of certain matters as set forth in these CC&Rs.
- Section 1.19 **Eligible Mortgage Holder.** A holder of a first mortgage on a Unit who has requested notice of certain matters as set forth in these CC&Rs.
- Section 1.20 **Exclusive Use Common Area.** Common Area designated by the Governing Documents for the exclusive use of one or more, but fewer than all of the Owners in accordance with *California Civil Code* section 1351(1).
- Section 1.21 **Fiscal Year.** The accounting period selected by the Board covering 12 consecutive months, at the end of which the Association's books are closed.
- Section 1.22 **Garage.** The garage attached to or assigned to each Unit as designated on the Condominium Plan. References in these CC&Rs to the "Unit" includes the Garage, unless specifically stated to the contrary.
- Section 1.23 **Governing Documents.** As used in the *Davis-Stirling Act*, a collective term that refers to these CC&Rs, as well as all other documents enacted by the HOA or recorded or filed with any governmental agency with respect to the Development and the HOA.
- Section 1.24 **Guest.** Anyone who is in the Development but who is not a Resident (including Owners who have rented or leased their Unit).
- Section 1.25 **Improvements.** Any change to any part of the Development, and any part of the Development other than the real property.
- Section 1.26 **Member.** Any Owner of a Unit in the Development. All Owners are Members of the HOA.
- Section 1.27 **Mortgage.** Any security interest encumbering all or any portion of a Unit.
- Section 1.28 **Mortgagee.** The beneficiary of a mortgage encumbering all or any portion of a Unit.

- Section 1.29 **Owner.** Any Owner of any Unit in the Development. All Owners are Members of the HOA.
- Section 1.30 **Patio.** The patio area adjacent to Units, described in the Condominium Plan. References in these CC&Rs to the "Unit" includes the Patio, unless specifically stated to the contrary.
- Section 1.31 **Professional Manager.** The property management company and/or its representative.
- Section 1.32 **Rear Yard.** The area adjacent to Units as designated on the Condominium Plan. References in these CC&Rs to the "Unit" includes the Rear Lot, unless specifically stated to the contrary.
- Section 1.33 **Residents.** The people living in the Development, regardless of whether they are Owners.
- Section 1.34 **Regular Assessment.** The assessment levied by the HOA with respect to all Units, used for paying regular expenses and funding reserves.
- Section 1.35 **Reimbursement Assessment.** An assessment levied by the HOA with respect to one or more Owners for reimbursement of costs and expenses of any kind, including attorney fees, incurred by the HOA on behalf or as a result of the Owner(s) subject to the assessment.
- Section 1.36 **Rules and Regulations or Rules.** Policies and procedures enacted and implemented by the Board pursuant to the Governing Documents.
- Section 1.37 **Residential Use.** Occupancy and use of a Unit for single family dwelling purposes and not for business, trade or commercial purposes.
- Section 1.38 **Side Yard.** The area adjacent to Units, as designated on the Condominium Plan. References in these CC&Rs to the "Unit" includes the Side Lot, unless specifically stated to the contrary.
- Section 1.39 **Special Assessment.** An assessment levied with respect to all Units for payment of extraordinary expenses of the HOA.
- Section 1.40 **Store Room.** The storage areas appurtenant to Units, described in the Condominium Plan. References in these CC&Rs to the "Unit" includes the Store Room, unless specifically stated to the contrary.
- Section 1.41 **Tenant.** A Resident of the Development who is renting or leasing a Unit.
- Section 1.42 **Unit.** An estate according to *CA Civil Code sec. 1351(f)*, defined by the Condominium Plan.

Section 1.43 Walls.

- A. Party Walls: An interior, bearing wall in a condominium building which separates two Units.
  - B. Yard Walls: Walls which separate the yard area of two condominiums.
  - C. Perimeter Walls: Walls which surround the perimeter of the Development.
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**ARTICLE II POWERS AND DUTIES OF THE HOA**

Section 2.1 **Management and Control by the Board.** Except as otherwise specifically provided herein, the Board has the obligation and sole authority to manage, operate and control the Development, and to interpret these CC&Rs.

Section 2.2 **Powers and Responsibilities of the HOA.**

- A. The HOA has the right to adopt and amend rules relating to any use of the Development, and a reasonable fining policy for enforcement. A copy of the rules must be:
  - (1) Maintained in the office of the HOA and be available for inspection during regular business hours; and,
  - (2) Given to each Owner and given to each new Owner within a reasonable time after the HOA has notice of occupancy of a Unit. Amendments must be given to each Owner at least 10 days prior to the effective date.
- B. The HOA has the right to limit the number of Guests using the Common Areas.
- C. The HOA has the right to suspend the right to use the Common Area for any period during which any assessment against a Unit remains unpaid and delinquent, and for a period not to exceed 30 days for any single infraction of the Governing Documents.
- D. The HOA must enforce the Governing Documents. Penalties may be imposed by the HOA for failure to comply with the Governing Documents, including levy of a Reimbursement Assessment, suspension of use of the Common Area, suspension of voting privileges and reasonable fines.
- F. The HOA may impose and receive deposits, payments, fees or charges for the temporary, individual use of the Common Area by Owners.

- G. The HOA may grant permits, licenses, utility easements and other easements or permits necessary for maintenance or operation of the Development, under, through or over the Common Area.
- H. The HOA must pay all taxes and other charges assessed against the Common Area.
- I. The HOA must provide for water, sewer, gas, electrical service, refuse collection and gardening service for the Common Area, and make available to all Residences electrical, water, gas and sewer service. The Board may determine to provide other utilities, also.
- J. The HOA may borrow money for improving or restoring the Common Area and for litigation related to the Development, but may not pledge assessments as security for any loan except with approval of a majority of a quorum of Owners.
- K. The HOA shall secure and maintain policies of insurance, as provided by the Governing Documents and by law.
- L. The HOA may take any lawful action which is in furtherance of its obligation to preserve, protect, maintain and enhance the Development.
- M. The HOA may enter into contracts for the benefit of the Development not exceeding one year in duration, unless the services provided under the contract are only available at a reasonable cost for a period of greater than one year.

Section 2.3 **Limitation of Liability.** No Member of the Board of Directors may be held individually or personally liable or obligated for performance or failure of performance of his or her duties or responsibilities, unless he or she fails to act in good faith, or is grossly negligent.

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### ARTICLE III OWNER RESPONSIBILITIES

Section 3.1 **Maintenance.** Owners are responsible to maintain and repair the following elements of the Development:

- A. All doors and windows enclosing the Unit, except exterior surfaces of the front door and garage door.
- B. The interior surfaces of the Unit, including interior, non-bearing walls the surfaces of interior, bearing walls, and the ceilings.
- C. All appliances whether "built-in" or free-standing within the Unit.

- D. The plumbing servicing the Unit, to the point that it joins plumbing servicing another unit or common plumbing, including exterior faucets, handles, washers, etc.
- E. The telephone wiring servicing the Unit, to the point that it joins service to another Unit or common service.
- F. Electrical systems servicing the Unit, to the point that it joins service to another Unit or common service, including exterior fixtures, sockets, switches, plates, etc.
- G. Gas systems servicing the Unit, to the point that it joins service to another Unit or common service.
- H. Heating, ventilation and air conditioning equipment and systems servicing the Unit.
- I. Television cable and satellite dish equipment and connections servicing the Unit.
- J. Side and Rear Yards by installation of landscaping and landscape maintenance of a nature and quality similar to the landscaping and maintenance of the Common Area throughout the Development.
- K. The entire exterior portion of the chimney and the entire interior portion of the chimney (such as by chimney sweeping), as well the flue.
- L. Crawl space areas adjacent to the Unit.
- M. Doorbell systems, including the interior and exterior components and all electrical connections.
- N. All doors, including garage doors, screen doors, security doors, storm doors, sliding glass doors, etc., and all windows, including skylights. Items to be maintained include but are not limited to interior and exterior openers/closers, knobs, locks, hardware, frames, tracks, seals, waterproofing, caulking and flashing.
- O. Drains and drainage systems of any kind servicing the Unit.
- P. Patios.
- Q. Pest control within Units and Exclusive Use Common Areas.
- R. Party and Yard Walls, including the perimeter walls adjacent to each Unit, for which the cost of maintenance must be shared equally among the adjoining Owners, and for which the cost of damage must be borne by the responsible Owner.

Owners shall maintain and repair the items listed above in a manner deemed reasonable and necessary to preserve an attractive appearance and protect value. Maintenance, repair or replacement that results in a change of appearance visible from outside a Unit requires prior written approval from the ARC obtained in accordance with Article VIII of these CC&Rs.

**Section 3.2**    **Alteration of Units.** With prior written permission from the HOA, Owners may:

- A.    Make architectural alterations within a Unit that do not impair structural integrity or mechanical systems or lessen the support of any portion of the Development.
- B.    Modify a Unit, at the Owner's expense, to facilitate access for handicapped persons in accordance with *Civil Code section 1360*, or similar superceding statute. The HOA may require removal of the modifications when the person needed them no longer occupies the Unit.

**Section 3.3**    **Mutual Easements.** Each Owner grants easements to all other Owners and to the HOA to enter onto each Unit to repair shared or common components of the Development. Entry into a Unit for other than emergency repairs shall be made only after ten (10) days notice has been given to the Resident and the Resident has consented, which consent shall not be unreasonably withheld. In case of emergency involving immediate threat to life/safety or immediate, irreversible property damage the right to enter any Unit is immediate. In an emergency situation, however, prior to entering a Unit a reasonable attempt must be made to notify the Resident and the Owner of the Unit.

**Section 3.4**    **Access Easements.** Units 1 through 28 inclusive grant a limited right of access across their Side Yard for access to adjoining Rear Yards, for construction of improvements. Rear Yard Owners must provide at least 10 days written notice to Side Yard Owners of their intent to use the easement, including the date, time, duration and nature of use.

**Section 3.5**    **Party Walls.** Owners are responsible for repair and replacement of Party Walls, including all items inside or attached to Party Walls, occasioned by their negligence, gross negligence or willful or wanton conduct.

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## **ARTICLE IV    USE REQUIREMENTS**

**Section 4.1**    **Residential Use.** Units may be used for single family, residential use only. Conducting a business is prohibited except as permitted and regulated by the Palm Springs Municipal Code, which is incorporated herein by this reference as though set forth in full. Regardless of compliance with the Municipal Code, however, the HOA has the right to directly prohibit any business activity that is disruptive to the Development and which has resulted in unresolved complaints.

**Section 4.2**

**Pets and Animals.** The HOA reserves the right to control or expel from the Development any pet which becomes a nuisance, as determined in the sole discretion of the Board. The following guidelines apply to all pets and are interpreted and conclusively determined in the sole discretion of the Board.

- A. No animal may be permitted to create excessive or disruptive noise.
- B. Only animals permitted by the HOA may be kept as household pets, provided they are not kept, bred, or raised for commercial purposes or in unreasonable quantities.
- C. Dogs must have a current license attached to its collar at all times when in the Common Area.
- D. Droppings deposited by animals in the Common Areas must be immediately removed.
- E. Animals may not be tied to trees, stakes, or any exterior building structure, or left unattended at any time.
- F. Animals in the Development must be kept on a leash held by a person capable of controlling the animal at all times. No structure for housing any animal may be maintained so as to be visible from any part of the Common Area, except with the prior approval of the HOA.
- G. The Owner of a Unit is jointly and severally liable for the activity of any animal associated with or living in the Unit, regardless of ownership of the animal.

**Section 4.3**

**Use of Guest Parking Spaces.** No parking space may be used in a manner that interferes with parking an automobile or motorcycle in the space. No parking space may be used for any purpose except to park registered and operable automobile. No parking space nor any part of the Common Area may be used to repair any automobile, except for emergency repairs necessary to remove the vehicle from the Development.

**Section 4.4**

**Commercial and Recreational Vehicles.** No trailer, motor home, recreational vehicle, camper, commercial vehicle, boat or similar equipment or other vehicle deemed inappropriate by the Board, in its sole discretion, is permitted in the Common Area, except for temporary loading or unloading not exceeding 4 hours. Commercial/delivery vehicles in the Development conducting business are permitted for the limited duration necessary.

**Section 4.5**

**Window Coverings.** Windows may not be covered with non-standard window coverings such as foil or cardboard, and if visible from the Common Area window



coverings must be consistent with aesthetic appearance of the Development, as determined by the Board.

**Section 4.6** **Use of Exclusive Use Common Area.** Exclusive Use Common Area may be used only for the purposes set forth in the Governing Documents. The right to use Exclusive Use Common Area is exercisable only at the discretion of the Owner(s) of the Unit to which it is appurtenant, except for maintenance by the HOA. No Exclusive Use Common Area may be transferred or conveyed apart from conveyance of the Unit to which it is appurtenant.

**Section 4.7** **Dangerous Use of Units.** No part of the Development may be occupied or used in any manner which causes it to be uninsurable against loss by fire or the perils of the extended coverage endorsement to the California Standard Fire Policy form, which causes any policy of insurance to be canceled or suspended, which causes the company issuing the policy to refuse renewal thereof, or which causes the cost of insurance to rise, without the prior written consent of the HOA.

**Section 4.8** **Use of Common Area.** No part of the Common Area may be obstructed so as to interfere with use, nor may any part of the Common Area be used for storage purposes, except for storage of maintenance equipment used exclusively to maintain the Common Area.

**Section 4.9** **Trash Containers and Collection.** All trash must be stored within a Unit, not in view of other Units or the Common Area, except that trash may be placed in closed containers in the Common Area in designated areas for removal.

**Section 4.10** **Outside Drying Facilities.** Outside drying facilities visible from the Common Area are prohibited, including items draped or placed outside of any Unit.

**Section 4.11** **Antennae.** No outside television or radio antennae or other similar device is permitted without the prior approval of the HOA, except for satellite dishes for which the Board shall enact and maintain a policy.

**Section 4.12** **Signs and Flags.** Except for signs installed by the HOA, no sign, other than 1 sign of customary and reasonable dimensions advertising a Unit for sale or lease, may be displayed on the Development. However, no sign may be attached to an exterior wall nor exceed 6 square feet in size. Flags are permitted only with prior written approval from the HOA, except one United States flag of reasonable size, the placement of which must be approved by the HOA.

**Section 4.13** **No Equipment Repair.** Automobiles may not be dismantled, repaired or serviced in the Common Area, except emergency repairs necessary to remove the equipment or vehicle from the Development.

**Section 4.14** **Diseases and Insects.** Residents may not permit any thing or condition to exist in the

Development that may induce, breed or harbor infectious plants, diseases or insects.

**Section 4.15** **Impairment of Development and Easements.** Residents may not do anything that will impair the structural soundness or integrity of any part of the Development, nor impair any easement, nor do any act or allow any condition to exist which impairs ordinary use of other Units and/or Residents.

**Section 4.16** **Nuisance.** No noxious, illegal, or offensive activities may be conducted, nor shall anything be done in the Development which unreasonably interferes with any Resident's right to quiet enjoyment. No Resident may use or allow the use of a Unit in any way or for any purpose which endangers the health of, or unreasonably annoys or disturbs other Residents. The terms of this paragraph will be interpreted in the sole discretion of the Board with respect to the HOA's actions, but the Board can not affect the rights of an Owner to proceed individually for relief from interference with his or her property or personal rights.

**Section 4.17** **Unightly or Unkempt Conditions.** Activities which cause disorderly, unsightly, or unkempt conditions, determined in the sole discretion of the Board to have a negative affect upon the Development, are prohibited.

**Section 4.18** **Responsibility for Damage to the Common Area.** Any person who damages the Common Area will be liable to the HOA for the damage, and the Owner and Resident of the Unit with which the person causing the damage is associated are jointly and severally liable to the HOA.

**Section 4.19** **No Timeshares.** Timeshare developments, timeshare estates, timeshare programs and timeshare uses, as defined by section 11003.5 of the *California Business and Professions Code*, of Units are prohibited, and timeshares and timeshare programs or use similar to a timeshare arrangement of a Unit is prohibited.

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## **ARTICLE V** **COMMON AREA USES AND IMPROVEMENTS**

**Section 5.1** **Easement for Maintenance.** Owners grant the HOA an easement over, under, upon and across the Common Area for the purpose maintaining and altering the Development.

**Section 5.2** **Limitation on Alterations.** No person or entity other than the HOA may alter the Development, except as otherwise provided in the Governing Documents.

**Section 5.3** **Owners' Easement of Enjoyment.** Every Owner is hereby granted an easement for access to and from, and for enjoyment of the Common Area, except as to Exclusive Use Areas, subject to the rights and duties of the HOA, described in these CC&Rs.

Section 5.4 **Damage by Wood-Destroying Pests.** The HOA is responsible for the repair and maintenance of the Common Area occasioned by wood-destroying pests or organisms. The cost of temporary relocation of Residents must be borne by the Resident of the Unit affected. The HOA may cause the temporary, summary removal of any Resident for such periods and at such times as may be necessary for prompt, effective treatment of wood-destroying pests or organisms.

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## ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

Section 6.1 **Membership.** Every Owner of a Unit is a Member of the HOA, with all rights and obligations associated with Membership. Membership is appurtenant to, and may not be separated from, ownership of a Unit.

Section 6.2 **Voting Rights.** All Members have the right to vote, unless the right to vote is suspended by the HOA.

- A. Members are entitled to 1 vote (including 1 cumulative vote) for each Unit owned. When two or more people hold an interest in a Unit, the vote for the Unit must be exercised as they between or among themselves determine, but only one full vote may be cast for each Unit.
  - B. The HOA may refuse to accept a vote from any Member if the HOA has written notice of a voting dispute between or among co-owners, in which case the Unit may counted only to establish a quorum.
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## ARTICLE VII ASSESSMENTS

Section 7.1 **Purpose of Assessments.** Assessments must be used to preserve, protect, maintain and enhance the Development, to reimburse the HOA for costs incurred on behalf of any Owner(s) and for any other purposes determined to be appropriate by the Board and permitted by law.

Section 7.2 **Types of Assessments.** The HOA may impose any or all of the following assessments:

- A. *Regular Assessments:* assessments used to pay the HOA's operating expenses and to fund reserves.
- B. *Special Assessments:* assessments for extraordinary expenses, including but not

limited to, for litigation related to the Development.

- C. *Reimbursement Assessments:* assessments to recoup funds expended by the HOA, including but not limited to, for attorney fees attributable to an Owner or Owners.

Section 7.3 **Creation Obligation for Assessments.** All deed holders, having accept or by acceptance of deed, covenant and agree to pay all Assessments, whether or not so expressed in the deed.

Section 7.4 **Assessment Lien and Personal Liability.** All assessments together with late charges, interest, costs, and all attorney fees are a charge and a continuing lien upon the Unit against which each assessment is made. Assessments are also the personal obligation of any person who held an ownership interest in the Unit at the time when the assessment fell due. Each Owner of a Unit is jointly and severally liable for the entire assessment.

Section 7.5 **No Avoidance of Assessment Obligations.** No Owner is exempt from personal liability for assessments by waiver of the use and enjoyment of the Common Area, by abandonment or non-use of the Unit or any other portion of the Development or in any other manner, except as specifically provided by law.

Section 7.6 **No Withholding of Assessments.** Payment of assessments may not be withheld because of non-use of the Common Area, for the Association's failure to perform services, or for any other reason, except as specifically provided by law.

Section 7.7 **Regular Assessments.**

- A. Not fewer than 45 nor more than 60 days prior to the beginning of the HOA's Fiscal Year, the Board shall estimate the total amount required to fund the anticipated Common Expenses for the next succeeding Fiscal Year, and shall prepare and distribute to all Members a budget. If the Board fails to distribute a budget accordingly, Regular Assessments may not be increased for that Fiscal Year, except with vote or written assent of a majority of a quorum of Owners.
- B. The HOA's total annual estimated expenses (less projected income from sources other than assessments) will be the aggregate Regular Assessment for each Fiscal Year, provided that the Board may not impose a Regular Assessment that is more than 20% greater than the Regular Assessment for the HOA's immediately preceding fiscal year without the vote or written assent of a majority of a quorum of Members.
- C. Prior to raising the Regular Assessments, except when an increase is set forth in an annual budget provided to all Owners, the HOA shall provide 30 days written notice of the proposed increase to all Members.

- D. The requirement of a membership vote to approve Regular Assessment increases in excess of twenty percent (20%) of the previous Fiscal Year's Regular Assessment does not apply to assessment increases necessary to address emergency situations. An emergency situation is any of the following:
- (1) An extraordinary expense required by an order of a court.
  - (2) An extraordinary expense where a threat to personal safety is discovered.
  - (3) An extraordinary expense necessary to repair or maintain the Common Area that could not have been reasonably foreseen by the Board in preparing the annual budget, provided that prior to the imposition or collection of an assessment under this paragraph, the Board must pass a resolution containing written findings as to the necessity of the extraordinary expense and why the expense could not have been reasonably foreseen. The Board's resolution must be distributed to the Members together with the notice of assessment.
- E. If the HOA fails to make an estimate of the Common Expenses for any Fiscal Year then the Regular Assessment made for the preceding fiscal year will be assessed against each Owner for the then current Fiscal Year. Nothing in this section E may be interpreted to limit the HOA's authority to impose any assessment or increase.

Section 7.8 **Special Assessments.** Special Assessments may not exceed, in the aggregate during any Fiscal Year, an amount equal to five percent (5%) of the budgeted gross expenses of the HOA for that Fiscal Year, without the vote or written assent of a majority of a quorum vote of Owners.

Section 7.9 **Reimbursement Assessments.** Reimbursement Assessments are due and payable after notice pursuant to these CC&Rs is given to the Owner subject to the assessment.

Section 7.10 **Exemption From Assessments.** The following real property subject to these CC&Rs, unless devoted to use as a residential dwelling, is exempted from Assessments:

- A. Any portion of the Development dedicated to and accepted by a governmental agency;
- B. The Common Area; and
- C. Any real property owned or leased by the HOA.

Section 7.11 **Effect of Non-Payment of Assessments.** As more particularly provided in *California Civil Code* §1367, at any time after any assessments have become delinquent the HOA may file for recording in the Office of the Riverside County Recorder a notice of

delinquency/assessment lien ("lien") as to the Unit. The lien must state all amounts which have become delinquent, interest which has accrued, costs (including attorney fees) and the amount of any assessments relating to the Unit which are due and payable, although not delinquent. The lien must also include a description of the Unit and the name of the record or reputed record Owner. The lien must be signed by an officer of the HOA, or by the Association's attorney.

Immediately upon recording a lien, the amount set forth in the notice will become a lien upon the Unit described therein. The lien will then secure all other payments, assessments, costs (including attorney fees), penalties and interest which become due and payable with respect to the Unit following recording, until all amounts secured thereby are fully paid or otherwise satisfied.

If the delinquent assessments and all other assessments which have become due and payable with respect to the Unit, together with all costs (including attorney fees) and interest which have accrued on the amounts are fully paid or otherwise satisfied prior to the completion of a sale held to foreclose the HOA's lien, the HOA shall record a subsequent notice stating the satisfaction and releasing the lien.

**Section 7.12** **Foreclosure of Assessment Lien.** Each assessment lien may be foreclosed upon in the same manner as the foreclosure of a mortgage upon real property, or may be enforced by sale, and to that end a power of sale is hereby conferred upon the HOA.

**Section 7.13** **Acceptance of Payments by the HOA.** Payments to the HOA must be applied to the Owner's account in the following priority:

- A. Reimbursement Assessments;
- B. Interest and late charges;
- C. Fees and costs;
- D. Special Assessments; and,
- E. Regular Assessments.

**Section 7.14** **Uniform Rate of Assessment.** Regular and Special assessments must be fixed at a uniform rate for all Units.

**Section 7.15** **Non-Payment of Assessments.**

- A. Any assessment not paid on the date due is delinquent.

- B. Any assessment not paid within 15 days of the date due is subject to a late fee of \$10, or 10% of the outstanding assessment, whichever is more.
- C. Any assessment not paid within 30 days after the date due will bear interest from the date due at the rate of 12% per annum, as provided by law.

Section 7.16 **Estoppel Certificate.** Upon request of any person, the HOA shall furnish a certificate setting forth all accounts payable and receivable for any Unit. A properly executed certificate is binding upon the HOA as of the date of its issuance for any period of time set forth therein, or if not stated, for 1 day.

Section 7.17 **Assignment of Rents.** Each Owner assigns to the HOA, absolutely and regardless of possession of the property, all money now due or to become due under any agreement for the use or occupation of any part of any Unit, now existing or hereafter made, for the purpose of collecting all Assessments and costs and expenses due the HOA which are in default. The HOA confers on each Owner the authority to collect and retain money due under any agreement for the use or occupation of any part of any Unit, provided that the HOA may revoke the authority at any time by written notice of a default in the payment of any Assessments. Upon revocation the HOA may collect and retain the money until the delinquent Assessments and related charges are satisfied, whether the money is past due and unpaid or current. The HOA's rights under this provision are subordinate to the rights of any First Mortgagee.

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## ARTICLE VIII      ARCHITECTURAL CONTROL

Section 8.1 **Architectural Approval.** Any architectural change to the Development visible from any Unit, the Common Area or public area surrounding the Development, or resulting in a structural change or change in drainage must be approved in advance, in writing by the HOA. The HOA has the authority to grant conditional approval, which approval may be automatically withdrawn if conditions are not met, or cease to exist.

Section 8.2 **Architectural Review Committee.** The Board may appoint an Architectural Review Committee ("ARC") which must consist of at least one (1) Member, who may be a Director. If no ARC is appointed, the Board shall be the ARC. All references to the ARC are to the ARC if it exists, or otherwise to the Board. Members of the ARC may not receive any compensation for services rendered.

Section 8.3 **Duties of the Committee.** The ARC shall consider and act upon all proposals submitted in accordance with the Governing Documents, subject to Board approval.

Section 8.4 **Meetings and Actions.** The ARC shall meet from time to time as necessary to perform its duties. The vote or written consent of a majority of the ARC members constitutes the act of the ARC, unless the unanimous decision of the Committee is required by the Governing Documents or by the Board. The ARC may maintain a written record of all

actions taken.

**Section 8.5** **Architectural Guidelines.** The ARC may, with the approval of the Board, adopt, amend and/or repeal Architectural Guidelines. The Architectural Guidelines will interpret and implement the Governing Documents by setting forth the standards and procedures for ARC review, and the guidelines for design and placement of alterations.

**Section 8.6** **Approval by ARC.** Approval of the ARC must be granted by majority decision of the Members of the ARC, and reviewed and approved by a majority of the Board. No approval is final without approval by the Board.

**Section 8.7** **Approval of Improvements.**

- A. The ARC should approve or disapprove plans submitted to it within 60 days of receipt. If the ARC fails to approve plans within 60 days, upon demand the applicant is entitled to hearing at the next regularly scheduled Board meeting to discuss the plans.
- B. Once plans have been approved by the ARC, no material modifications may be made to the approved plans and specifications and no subsequent alteration, relocation, or addition may be made without a separate written approval by the ARC.

**Section 8.8** **Appeal.** Any decision of the ARC may be appealed by submission of a written request for review to the Board, within 30 days of receipt of the decision of the ARC. The Board must make a final decision by the date of the second regularly scheduled Board meeting following receipt of the appeal.

**Section 8.9** **Variances.** The ARC may allow reasonable variances with respect to this Article or any restrictions specified in the Governing Documents in order to overcome practical difficulties, and to avoid unnecessary hardships, provided that the following conditions are met:

- A. If a variance will necessitate deviation from or modification of a use restriction that would otherwise apply under these CC&Rs, the ARC must conduct a hearing on the proposed variance after giving at least 30 days' prior written notice to the Board and to all Owners in the building where the Unit is located, and in buildings immediately adjacent to the building in which the Unit is located. The Owners receiving notice of the proposed variance will have 30 days to submit to the Board or ARC written comments or objections with respect to the variance. No decision may be made with respect to the proposed variance until the 30-day comment period has expired.
- B. In order to grant a variance, the ARC must make a good faith determination that:



- (1) The variance will not constitute a material deviation from the overall plan and scheme of development within the Development or from any restriction contained in the Governing Documents, and that the proposal allows the objective of the violated requirements to be substantially achieved despite noncompliance; and
- (2) The variance relates to a requirement or restriction that it is unnecessary or burdensome under the circumstances; and
- (3) The variance, if granted, will not result in a material detriment, or create an unreasonable nuisance with respect to any other Unit, the Common Area, Residents, Guests, or any part of the Development.

**Section 8.10** **No Waiver Based Upon Prior Approval.** Approval by the ARC of an alteration, or for any other matter requiring the approval of the ARC, may not be deemed to constitute a waiver of the right to withhold approval of the same or a similar matter subsequently submitted for approval.

**Section 8.11** **No Liability of ARC.** Neither the ARC nor any member of the committee who has acted in good faith and who has not been grossly negligent may be liable to the Association, any Owner or to any other party for any damage suffered or claimed on account of:

- A. The approval or disapproval of any plans, drawings, or specifications; or,
- B. The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications.

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## **ARTICLE IX RENTING OR LEASING**

**Section 9.1** **Renting or Leasing.** Occupancy of a Unit by any person who pays the Owner of the Unit consideration for living in the Unit. As used in these CC&Rs, any reference to any form of the word "lease" means the corresponding form of the word "rent", and vice versa.

**Section 9.2** **Terms.** Leasing a Unit must be pursuant to a written document, which is subject to the Governing Documents. Any landlord-tenant relationship involving a Unit is subject to the following provisions:

- A. The HOA may request reasonable information from Owners about tenants, including the names of the tenants and the terms and conditions of the lease.

B. Leases must contain the following language, and if it is not expressly contained in the lease then the language is deemed to be incorporated into the lease by existence of these CC&Rs on the Unit. All Owners, and Tenants by occupancy of a Unit, agree to the incorporation of the following terms into the lease, and application of the following to the landlord-tenant relationship:

- (1) Units may not be rented for transient purposes. All rentals must be for a term of no fewer than 90 consecutive days in any 1 calendar year, except month-to-month tenancy created by law.
- (2) Upon written request from the HOA, Tenants must pay to the Association that portion of the rent necessary to satisfy any obligation of the Owner of the Unit to the HOA. All payments thus made will reduce the Tenant's obligation to Owner of the Unit by like amount. Payment of assessments is deemed necessary for the habitability of the Units.
- (3) Owners must give Tenants copies of these CC&Rs, the Bylaws, and the Rules. Tenants shall comply with all provisions of the Governing Documents, and violation thereof will constitute a default under any lease. If a Tenant or Resident violates the Governing Documents resulting in a Reimbursement Assessment, the Owner of the Unit will be jointly and severally liable for payment of the assessment.

**Section 9.3** **Delegation of Right to Evict Tenant.** Owners hereby delegate and assign to the HOA the power and authority of enforcement against Tenants for breach of a lease resulting from violation of the Governing Documents, including the power and authority to evict the Tenant on behalf of and for the benefit of the Owner. The HOA must give the Owner and the Tenant 30 days written notice prior to initiating eviction proceedings. If the Association proceeds to evict a Tenant, all costs, including attorney fees and court costs associated with the eviction may become a Reimbursement Assessment payable by the Owner of the Unit.

**Section 9.4** **Use of Common Area.** Owners transfer and assign to Tenant(s), for the duration of lawful tenancy, all rights and privileges that the Owner has to use the Common Area.

**Section 9.5** **Existing Leases.** Leases existing on the effective date of these CC&Rs are permitted to continue in accordance with the terms of the Original Declaration. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms, rental amount or duration of occupancy, will be deemed an termination of the existing lease for purposes of application of these CC&Rs.

**Section 9.6** **Non-Application of Article.** This Article does not apply to any leasing transaction entered into by the holder of any first mortgage on a Unit which becomes the Owner of the Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by the mortgage.

## ARTICLE X    ALTERNATIVE DISPUTE RESOLUTION

Section 10.1 **Request for Resolution.** Except for a request for a temporary restraining order, injunctive relief and collection of assessments, prior to the filing of a civil action by either the Association or a member of the Association not in excess of \$5,000.00, related to the enforcement of the Governing Documents, the parties shall submit their dispute to a form of alternative dispute resolution such as mediation or arbitration. The form of alternative dispute resolution chosen may be binding or non-binding at the option of the parties. Any party to such a dispute may initiate this process by serving on another party to the dispute a Request for Resolution. Service of the Request for Resolution must be by certified or registered mail, return receipt requested, or by personally serving the request on the party. The Request for Resolution must include:

- A. A brief description of the dispute between the parties;
- B. A request for alternative dispute resolution; and,
- C. A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt of the request, or it will be deemed rejected.

Section 10.2 **Response to Request For Resolution.** The party receiving a Request for Resolution has 30 days following receipt to accept or reject alternative dispute resolution. If not accepted within 30 days the Request must be deemed rejected. If alternative dispute resolution is accepted, it must be completed within 90 days of the date of receipt of the acceptance by the party initiating the Request for Resolution, unless extended by written stipulation signed by both parties.

Section 10.3 **Certificate of Completion.** At the time of filing a civil action, the party filing the action shall file with the complaint a certificate stating that alternative dispute resolution has been completed in compliance with *California Civil Code* section 1354 and these CC&Rs. Failure to file a certificate may be grounds for a demurrer pursuant to section 430.10 of the *California Code of Civil Procedure*.

Section 10.4 **Cost of Alternative Dispute Resolution.** The cost of the alternative dispute resolution hearing must be borne equally by the parties. Refusal to share costs equally constitutes rejection of alternative dispute resolution, regardless of prior acceptance.

Section 10.5 **Failure to Comply.** Failure by any Member to comply with the pre-filing requirements of these CC&Rs and *California Civil Code* section 1354 may result in the loss of a parties' rights to sue the HOA or another Member regarding enforcement of the Governing Documents.

Section 10.6 **Exceptions.** The requirements set forth in this Article do not apply to:

- A. Assessment collection claims, unless the assessment account in dispute is brought current prior to the request for alternative dispute resolution;
  - B. Claims for monetary damages in excess of \$5,000;
  - C. Actions where a party seeking to file the complaint certifies that preliminary or temporary injunctive relief is necessary;
  - D. Actions where a statute of limitations for bringing the action will run within the 120 day period following the filing of the action;
  - E. Cross-Complaints;
  - F. Actions where one party demonstrates to the Court that, notwithstanding failure to comply with this Article and the statutory requirements of California Civil Code section 1354, dismissal of the action would result in substantial prejudice.
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## ARTICLE XI RIGHTS OF LENDERS

Section 11.1 **Liability for Unpaid Assessments.** Any First Lender/Trust Deed Holder who obtains title to a Unit pursuant to the remedies provided in a Mortgage or a foreclosure is not liable for unpaid assessments or charges against the Unit which accrued prior to the acquisition of title.

Section 11.2 **Subordination of Lien.** Every lien created pursuant to the Governing Documents is subordinate and subject to the lien of any real property mortgage or deed of trust encumbering any interest in a Unit given in good faith for value. If a lender acquires title to any interest in a Unit by judicial foreclosure, and thereafter conveys the interest in the Unit, any real property mortgage or deed of trust received by that lender as security for all or a portion of the purchase price of the interest in the Unit will be incontrovertibly deemed "given for value".

Section 11.3 **Superiority of Liens.** Notwithstanding any other provision in these CC&Rs, any lien created by or pursuant to the Governing Documents, including liens securing payments of assessments, accruing prior to sale of a Unit by a real property lender and prorated over the period of the lender's holding of title to the interest in a Unit is a lien superior to the lien of a real property mortgage or deed of trust received to secure a portion of the purchase price. All covenants, conditions, and restrictions set forth in this Declaration are binding upon and effective against any Owner whose title is derived through foreclosure at a trustee sale.

Section 11.4 **Mortgage Protection.** The liens authorized hereunder or by law are subject and subordinate to the rights of the obligee of any indebtedness secured by any recorded first mortgage upon a Unit made in good faith and for value, provided that after foreclosure of any mortgage, the Board has the authority to create a lien on the interest of the purchaser at the foreclosure sale to secure all assessments levied hereunder for or payable during any period after the date of the foreclosure sale, which lien will have the same effect and be enforced in the same manner as provided herein in the case of other liens for unpaid assessments.

Section 11.5 **Additional Lien Rights.** No amendment to any part of this Declaration will affect the rights of the mortgagee of any mortgage, recorded prior to the recordation of the amendment, who does not join in the execution thereof. The holder of the trust deed is entitled to written notification from the HOA, 30 days prior to the effective date of any change in the Governing Documents, upon request. The holder of the trust deed is entitled to written notification from the HOA of any default by the trustor of any Unit in the performance of the trustor's obligation under the Governing Documents, which is not cured within 30 days, upon request.

Any beneficiary under a deed of trust which comes into possession of a Unit pursuant to the remedies provided by law, the conditions of the trust deed, or by a deed-in-lieu of foreclosure is exempt from any right of first refusal or other restriction on the sale or rental of the Unit involved, including, but not limited to, restrictions on the age of Unit occupants.

Any holder of the trust deed which comes into possession of a Unit pursuant to the remedies provided by law, the deed of trust, or deed-in-lieu of foreclosure, shall take the property, free of any claims for unpaid assessments or charges against the Unit which accrue prior to the time the holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges to all Units including the subject Unit).

Unless all holders of first trust deed liens on individual Units have given their prior written approval, the Association must employ a professional manager, may not change the pro rata interest or obligation of any Unit for purposes of levying assessments, may not, or by act or omission to act, seek to abandon the planned residential development status of the Development, except in the case of substantial loss to the Common Area.

No breach of these CC&Rs nor the enforcement of any lien provisions herein will defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of these 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 XII

## INSURANCE, CONDEMNATION AND DESTRUCTION

Section 12.1 **Insurance.** The HOA shall maintain insurance policies as follows:

- A. The Common Area must be insured against loss by fire and the risks covered by a Standard All Risk of Loss perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurable replacement values thereof.
- B. All personalty owned by the HOA must be insured with coverage in the maximum insurable fair market value of the personalty as determined annually by an insurance carrier selected by the HOA. If a loss occurs the HOA shall cause the same to be replaced or repaired. If there is a deficiency in insurance proceeds, the shortfall cost must be assessed to the Owners as a special assessment pursuant to these CC&Rs.
- C. The HOA must procure and keep in force public liability insurance against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area in an amount not less than \$1,000,000.00 in indemnity against the claims of 1 or more persons in 1 accident or event, and not less than \$100,000.00 for damage to property.
- D. The HOA shall maintain a fidelity bond in an amount not less than 100% of the annual assessments plus reserves, naming the HOA as obligee and insuring against loss by reason of the acts of the Board, officers and employees of the HOA, and any management agent and its employees, whether or not the persons are compensated for their services.
- E. The HOA shall maintain errors and omissions liability insurance coverage related to the directors and officers of the HOA.

Section 12.2 **Distribution of Insurance Policies.** Copies of all insurance policies (or certificates showing the premiums have been paid) must be retained by the HOA and open for inspection by Owners. All insurance policies must provide that they may not be canceled by the insurer without first giving at least 10 days' prior notice in writing to the HOA, and must contain a waiver of subrogation by the insurer(s) against the HOA, Board and Owners.

Section 12.3 **Condemnation by Public Entity or Destruction.** If the Common Area or any portion is taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or is be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, then the award or consideration for the taking or transfer must be paid to the HOA. If the Common Area or any portion thereof is destroyed, insurance proceeds as a result of the destruction will belong to the HOA.

## ARTICLE XIII      PARTITION

Section 13.1 **Partition Prohibited; Exceptions.** Owners are prohibited from partitioning or in any other way severing or separating any part of the ownership of a Unit from any of the other part of the ownership of a Unit, except upon the showing that:

- E. 3 years after damage or destruction to the Development which renders a material part thereof unfit for its use prior thereto, the Development has not been rebuilt or repaired substantially to its state prior to its damage or destruction; or,
- F. 3/4 or more of the Development is destroyed or substantially damaged and Owners holding in the aggregate more than a 50% interest in the Common Area are opposed to repair or restoration of the Development; or,
- G. The Development has been in existence in excess of 50 years, it is obsolete, and Owners holding in the aggregate more than a 50% interest in the Common Area are opposed to repair or restoration of the Development.

If any of the forgoing conditions are met the net proceeds from the sale and any proceeds of insurance carried by the HOA must be divided among the Units within Development based on the ratio that the square footage of the floor area of each Unit bears to the total square footage of the floor area of all Units. Nothing herein may be deemed to prevent a judicial partition as between co-tenants. No Unit may be partitioned or subdivided without the prior written approval of the Mortgagee holding the first Mortgage on that Unit.

Section 13.2 **Power of Attorney.** Owners grant the HOA an irrevocable power of attorney to sell the Development for the benefit of all the Owners upon partition as described in this Article. This power of attorney, however, does not apply to the Secretary, Department of Veterans Affairs, or an officer of the United States of America.

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## ARTICLE XIV      GENERAL PROVISIONS

Section 14.1 **Notices to Individual Owners.** Notice to Owners other than to the entire membership must be given by first class mail sent to the address to which assessment notices are sent, within a reasonable time-frame based upon the subject matter of the notice. Any Owner who may be liable to the HOA in any way must be given the opportunity to attend a hearing with the Board and to submit a written statement. Any Owner who fails to respond to a written notice from the HOA of the opportunity for a hearing or to submit a written statement, within 30 days of receipt of the notice, will be deemed to have rejected the notice and opportunity for a hearing. Notwithstanding the foregoing or any other provision of these CC&Rs, all notice requirements are waived by acknowledgment of receipt of notice.

Section 14.2 **Annexation by Association.** Additional property may be annexed to the Development or to this Declaration upon the vote or written assent of a majority of a quorum of Members of the HOA. Upon approval, the property may be annexed to the terms of these CC&Rs, without alteration.

Section 14.3 **Enforcement.** The HOA and any Owner have the right to enforce the Governing Documents. Failure by the HOA or any Owner to enforce any covenants or restrictions may not be deemed a waiver of the right to do so thereafter.

Section 14.4 **Severability.** If any provision in these CC&Rs is void or become invalid or unenforceable in law or equity or by judgment or court order, the remaining provisions will remain in full force and effect, to which limited extent only, this Declaration shall be deemed severable.

Section 14.5 **Amendments.** These CC&Rs may be amended at any time and from time to time by an instrument in writing approved a majority by of the total voting power of the HOA.

Section 14.6 **Required Amendments.** If any law applicable to the Development is enacted after the date of recording of these CC&Rs which directly contradicts, restricts, limits or changes any provision contained herein, these CC&Rs will be deemed amended by operation of law. Any provision herein to the contrary notwithstanding, if an amendment occurs by operation of law the Board may, by unanimous written consent, cause a document describing the amendment by operation of law to be distributed to the Members and recorded with the Riverside County Recorder's Office as an amendment to these CC&Rs.

Section 14.7 **Extension of Declaration.** This Declaration will run with and bind the land as an equitable servitude for a term of 20 years from the date of recording, and automatically be extended for successive periods of 10 years, unless all Owners have executed and recorded a written instrument in which it is agreed that these CC&Rs terminate.



## Certificate of Adoption of First Restated CC&Rs

We, the undersigned, do hereby certify:

1. That each of us is an Officer of the RIDGEVIEW VILLAGE HOME OWNERS ASSOCIATION, a California Nonprofit Mutual Benefit Corporation.
2. That the First Restated Declaration of Covenants, Conditions and Restrictions has been duly adopted and approved by a vote of at least seventy-five percent (75%) of the Members of the Association.
3. That each of us is authorized by the duly elected Board of Directors of the RIDGEVIEW VILLAGE HOME OWNERS ASSOCIATION to sign this Certificate of Adoption on behalf of the Association.

IN WITNESS WHEREOF I sign my name this 5<sup>TH</sup> day of June, 2000.

RIDGEVIEW VILLAGE HOME OWNERS ASSOCIATION

By:

Jack E McComas  
Signature

JACK E MC COMAS PRESIDENT  
Print Name and Title

IN WITNESS WHEREOF I sign my name this 5<sup>TH</sup> day of June, 2000.

RIDGEVIEW VILLAGE HOME OWNERS ASSOCIATION

By:

Carole Christensen  
Signature

CAROLE CHRISTENSEN, SEC.  
Print Name and Title

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } ss.

On 6/5/00

before me, Mary Z. Rakowski Notary

personally appeared Jack E. McComas

☒ personally known to me

☐ 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.

WITNES my hand and official seal.



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Certificate of Adoption of CAR's

Document Date: June 2000

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: Jack E. McComas

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☒ Other: President of Homeowners Assoc.

Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside } ss.

On 6/5/00

Date

before me, Mary Z. Rakowski, Notary

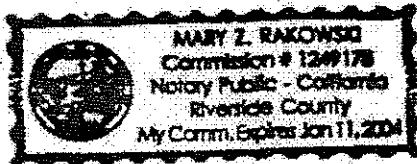
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Carole Christensen

Name(s) of Signer(s)

☒ personally known to me  
☐ 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.



WITNESS my hand and official seal

Mary Z. Rakowski  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document

Certificate of Adoption of CC & R's

Document Date: June 1, 2000

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer

Signer's Name: Carole Christensen

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☒ Other: Secretary of Homeowners Assoc.

Signer Is Representing: \_\_\_\_\_

