

2018-0502687

12/28/2018 11:37 AM Fee: \$ 111.00

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Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



Heur

RECORDING REQUESTED BY AND
AFTERRECORDING, MAIL TO:

Seven Hills Property Owners Association
Post Office Box 177
Hemet, CA 92546

SPACE ABOVE RESERVED FOR RECORDER'S USE

**FIRST AMENDMENT TO THE 2013 AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

of Seven Hills Property Owners Association

This First Amendment to the 2013 Amended and Restated Declaration of Covenants, Conditions and Restrictions ("**First Amendment**") is made this 25 day of DECEMBER 2018 ("**Effective Date**") which First Amendment hereby Amends that certain 2013 Amended and Restated Declaration of Covenants, Conditions and Restrictions which was recorded on September 4, 2013, as document Number 2013-0431764, in the official records of Riverside County Recorder's office (the "**2013 Declaration**") which encumbers those certain real properties identified on Exhibit A" Attached hereto, and is made by Seven Hills Property Owners Association, Incorporated, a California nonprofit mutual benefit corporation ("**Association**"), with reference to the following:

RECITALS

WHEREAS, the Board of Directors and at least a majority of the total voting power of the Association have approved the adoption and recordation of this First Amendment pursuant to written ballot in accordance with Section 11.4 of the 2013 Declaration. Any capitalized term used herein and not otherwise defined shall have the meaning set forth in the 2013 Declaration.

NOW THEREFORE, the Association, by and through its Members and Board of Directors, does hereby declare that the 2013 Declaration is amended as follows:

- 1. Leasing of Properties.** Sections 2.4, 2.5, 2.6 and 2.7 of the 2013 Declaration are hereby deleted in their entirety and replaced with the following Section 2.4 in place of said deleted sections.

2.4 Leasing of Properties

2.4.1 Obligations Prior to Leasing. Owners shall provide written notice to the Association at least thirty (30) days prior to Owner listing, offering, advertising or otherwise marketing a Property for lease or rent. Owners shall include in any advertisement or listing that occupancy is limited to persons who satisfy the Community's age restrictions set forth in the CC&Rs. Owner shall ensure that all occupants to reside on the Property are notified of the Community's Governing Documents, including, without limitation, the Rules and Regulations, and the Community's age restrictions which obligation shall include providing the tenant with copies of the Governing Documents upon execution of the lease. Any potential tenant or other occupant of a Property must be approved by the Association prior to commencement of such occupancy to ensure compliance with the Community's age restrictions as set forth in the Governing Documents.

2.4.2 Lease Requirements. All lease or rental agreements shall be in writing, and shall specifically (a) provide that the lease and the tenant are subject to the Governing Documents of the Association and that the Association is a third party beneficiary of the lease with rights to enforce the lease provisions, (b) identify the names and birthdates of all proposed occupants, (c) state a lease term for initial term of not less than one (1) year, (d) state that failure to comply with the provisions of the Governing Documents shall constitute a default under the terms of the rental or lease agreement or contract for sale, and (e) state the Association shall have the right to commence enforcement proceedings against a tenant or occupant for failure to comply with the Governing Documents. At least fifteen (15) days prior to the commencement of the lease term, Owner shall submit to the Association (i) the proposed lease/rental agreement satisfying the requirements set forth herein, (ii) affidavit signed and notarized by each proposed occupant verifying the names and ages of each occupant, and (iii) photocopies of a governmental agency issued identification of each occupant which identification must include a photograph and birthdate.

2.4.3 Enforcement by Association. In the event that any tenant or lessee fails to comply with the provisions of any Governing Documents, the Association shall be entitled to take such corrective action as it deems appropriate under the circumstances in order to preserve the quiet enjoyment of other Owners and residents within the Community and compliance with the provisions' set forth in Sections 7.15 through 7.17 of this CC&Rs. Without limiting the foregoing, the Association's actions may include the imposition of fines and penalties against the Owner of such Lot and right to commence eviction proceedings after notice to the Owner and the tenant of violations.

The Association and each Owner shall have a right of action directly against any tenant or contract purchaser of an Owner, as well as against the Owner, for nonperformance of any of the provisions of the Governing Documents to the same extent that such right of action exists against such Owner.


2.4.5 Maximum Rental Properties. A Property shall not be permitted to be leased or rented if 135 of the Properties in the Community are leased or rented at the time that an Owner desires to lease or rent his or her Property.

2.4.6 Prohibition on Short Term Rentals. No Property in the Community, or any portion thereof, shall be leased, subleased, occupied, rented, sublet or used for or in connection with any rental of less than a one (1) year term. This prohibition includes prohibiting any (i) short term rental program where renters rent a home for less than a 6 month period, including, AirBnB or VRBO; (ii) hotel or transient rental or use purposes, or (iii) time-sharing agreement, plan, program or arrangement, including without limitation, so called "vacation license," "travel club," "extended vacation" or other membership or time interval ownership arrangement.

2. Ratification of Declaration. The Members hereby ratify the 2013 Declaration, as amended by this First Amendment, in full. For confirmation and clarity purposes, the Members hereby expressly restate that the Community is a "Senior Citizen Housing Development" also commonly known as a Housing for Older Persons community wherein at least one person must be 55 years of age or older residing in the home, as more particularly set forth in Section 7.15 of the 2013 Declaration.

IN WITNESS WHEREOF, the undersigned hereby certifies and declares, that pursuant to Section 11.4 of the 2013 Declaration, the foregoing amendment was approved by the affirmative vote by written consent of the Members representing at least a majority of the total voting power of the Association.

Seven Hills Property Owners Association, Inc.

By: 
Its: President
Name: Don Kritzer _____

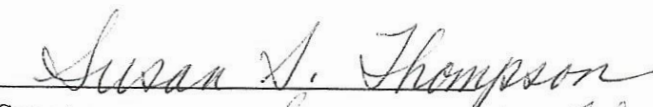
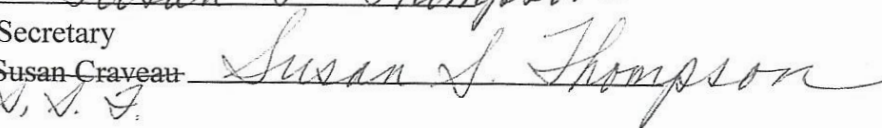
By: 
Its: Secretary
Name: ~~Susan Craveau~~ 
S. S. T.

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

The properly covered by this CC&Rs shall include all lots, without exception, in each of the following tracts of land in the County of Riverside, State of California, identified as follows:

TRACT NO.	RECORD	MAPBOOK	PAGE NOS.	NO. OF LOTS
4103	04/07/71	66	91-106	122
7389	10/19/77	92	61-66	68
7389-1	12/27/76	87	65-68	27
7389-2	06/27/77	90	66-69	37
7468	04/29/77	90	12-15	48
7468-1	08/10/76	86	49-53	71
7927	07/20/77	91	52-56	68
8640	05/23/79	104	46-49	49
8640-1	03/31/78	95	31-35	46
8640-2	05/09/79	103	82-85	44
10840	07/12/78	98	32-36	57
17138	03/09/87	75	08-15	148
17727	06/26/87	149	68-76	243
24066	10/16/97	265	69-72	51
24066-1	07/18/96	259	24-27	<u>60</u>
				1,139

NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

On DECEMBER 28, 2018, before me, CHRISTINE D. WIXON, Notary Public, personally appeared SUSAN S. THOMPSON

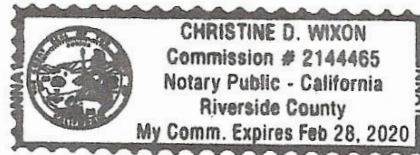
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Christine D. Wixon
Signature

(Seal)



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

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

On DECEMBER 28, 2018, before me, CHRISTINE D. WIXON, Notary Public, personally appeared DON KRITZER

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.

Christine D. Wixon
Signature

(Seal)

