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2013 AMENDED AND RESTATED

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

## SEVEN HILLS PROPERTY OWNERS ASSOCIATION

**If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to *Section 12956.2 of the Government Code*. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

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## ACKNOWLEDGMENTS

[Exhibit "A" - Legal Description of the Property](#)  
[Exhibit "B" - Original Declarations of Covenants, Conditions and Restrictions Amended and Superseded by this Master Amended Declaration](#)

**2013 AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SEVEN HILLS PROPERTY OWNERS ASSOCIATION, INCORPORATED**

This 2013 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SEVEN HILLS PROPERTY OWNERS ASSOCIATION, INCORPORATED ("**CC&Rs**") is made on the date indicated below by SEVEN HILLS PROPERTY OWNERS ASSOCIATION, INCORPORATED, a nonprofit mutual benefit corporation ("**Association**") with reference to the facts set forth in the "Recitals" below.

**RECITALS**

All initially capitalized terms used, but not defined in the Recitals, shall have the meanings set forth in **Article I**.

**A. Property.** The Declarants were the owners of that certain real property located in the City of Hemet, County of Riverside, State of California, which is more particularly described on **Exhibit "A"** attached hereto and incorporated herein ("**Property**"). The Property is subject to this CC&Rs. Tract 4908, which includes three (3) lots with addresses at 1256, 1262 and 1268 Seven Hills Drive, Hemet, California are not apart of the Property.

**B. Prior CC&Rs.** The Property is subject to that certain Master Amended Declaration of Covenants, Conditions and Restrictions for Seven Hills, recorded on February 23, 2012, as Document No. 2012-0079854, as amended, modified and supplemented (collectively, "**Prior CC&Rs**"). The Association intends, by recordation of this CC&Rs to amend, restate and supersede the Prior CC&Rs and subsequent amendments thereto in their entirety.

**C. History of Community.** The Property consists of numerous tracts developed by the Declarants. These tracts were subject to certain recorded declarations of covenants, conditions and restrictions, which are listed on **Exhibit "B"** of this CC&Rs. The Association was formed for a variety of reasons, including, without limitation, to subject the various tracts listed in **Exhibit "A"** to the same covenants, conditions and restrictions, to maintain the Community's status as a "Senior Citizens Housing Development" as more particularly described in **Section 7.15** of this CC&Rs, and to enforce the use restrictions, Architectural Guidelines, Association Rules and obligation of Members to pay Assessments. The Association owns no common area and as of the date of the recording of this CC&Rs, is not subject to the Davis-Stirling Act, California Civil Code Sections 1350-1376 ("**Act**"), although certain of the provisions of this CC&Rs are modeled on provisions in the Act.

**D. Nature of Community.** The Declarants conveyed the Property, subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the Prior CC&Rs, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and all of which shall run with the Property and

are binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**E. Community Subject to CC&Rs.** It was the further intention of the Declarants to sell and convey residential Lots improved or to be improved by residences to the Owners, subject to the protective covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes between Declarants and such Owners which are set forth in this CC&Rs.

**F. Member Approval of CC&Rs.** Prior to the date shown hereunder, a majority of the Owners of Lots within the Property voted by written ballot to amend and restate the Prior CC&RS, all in accordance with the procedures for amendment set forth in the Prior CC&Rs. The Owners intend to replace the Prior CC&Rs, in its entirety, when this CC&Rs is recorded. The Owners' action to amend and restate the Prior CC&Rs as set forth herein and the approval by Owners representing the requisite percentage of affirmative votes required in the Prior CC&Rs is attested by the execution of this CC&Rs by duly authorized officers of the Association. As so amended, restated and superseded in its entirety, the easements, covenants, restrictions and conditions set forth herein shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any portion thereof, and shall inure to the benefit of each Owner thereof.

## **ARTICLE I DEFINITIONS**

**1.1 "Articles"** means the Articles of Incorporation of the Association, as they may be amended from time to time, which are filed in the Office of the California Secretary of State.

**1.2 "Annual Assessments"** means the assessments which are levied pursuant to the provisions of **Article IV** of this CC&Rs.

**1.3 "Architectural Guidelines"** means the design criteria adopted by the Board pursuant to **Section 8.6** of this CC&Rs.

**1.4 "Assessment"** means any Annual, Special or Individual Assessment made or assessed by the Association against an Owner and his or her Lot in accordance with the provisions of **Article IV** of this CC&Rs.

**1.5 "Association"** means the Seven Hills Properly Owners Association, Incorporated, a California nonprofit mutual benefit corporation, its successors and assigns.

**1.6 "Association Rules"** means the rules, regulations, policies and Architectural Guidelines adopted by the Board of Directors of the Association, as the same may be in effect from time to time.



**1.7 "Board"** means the Board of Directors of the Association.

**1.8 "Bylaws"** means the Bylaws of the Association, as such Bylaws may be amended from time to time, which are adopted by the Board.

**1.9 "CC&Rs"** means this 2013 Amended and Restated Declaration of Covenants, Conditions and Restrictions of Seven Hills Property Owners Association, Incorporated, as the same may be amended from time to time.

**1.10 "City"** means the City of Hemet, California.

**1.11 "Community"** means all of the Property together with all improvements situated thereon.

**1.12 "County"** means the County of Riverside, California.

**1.13 "Declarants"** means the original developers of the Property, as set forth on **Exhibit "B."** This information is for historical purposes only. Control of the Association has been transferred to the Members.

**1.14 "First Mortgage"** means any recorded Mortgage made in good faith and for value on a Lot with first priority over other Mortgages encumbering the Lot.

**1.15 "First Mortgagee"** means any beneficiary of a First Mortgage.

**1.16 "Governing Documents"** is a collective term that means and refers to the CC&Rs and to the Articles, the Bylaws, Architectural Guidelines and the Association Rules, and amendments, modifications or supplements thereto.

**1.17 "Improvement"** includes, without limitation, the construction, installation, alteration, or remodeling of any coach, buildings, walls, decks, fences, swimming pools, landscaping, landscape structures, skylights, solar heating equipment, spas, antennas (except as specified in **Section 7.6** herein), utility lines, or any structure of any kind upon a Lot. In no event shall the term "Improvement" be interpreted to include projects which are restricted to the interior of the residence and which do not modify the exterior appearance of any of the above-referenced elements.

**1.18 "Individual Assessments"** means the assessments which are levied pursuant to the provisions of **Article IV** of this CC&Rs.

**1.19 "Lot"** means any parcel of real property designated by a number on the final subdivision map of the Property. When appropriate within the context of this CC&Rs, the term "Lot" shall also include the Improvements constructed on a Lot.

**1.20 "Member"** means every person or entity who is an Owner of record.

**1.21 "Mortgage"** means any security device encumbering all or any portion of the Property, including any deed of trust. "Mortgagee" shall refer to a beneficiary under a deed of trust as well as to a Mortgagee in the conventional sense.

**1.22 "Mortgagee"** shall refer to a beneficiary under a deed of trust as well as to a Mortgagee in the conventional sense.

**1.23 "Owner"** means any person, firm, corporation or other entity which owns a fee simple interest in any Lot, as shown by the official records of the County recorder. The term "Owner" shall include, except where the context otherwise requires, the family, guests, tenants, servants, employees, licensees and invitees of an Owner.

**1.24 "Prior CC&Rs"** means and refers to the document referenced in the **Recital B** of this CC&Rs, as amended or supplemented and recorded prior this CC&Rs.

**1.25 "Property"** means all of the real property described in **Recital A** of this CC&Rs.

**1.26 "Residence"** means the dwelling unit located on an Owners' Lot.

**1.27 "Special Assessments"** means the assessments that are levied pursuant to the provisions of **Article IV** of this CC&Rs.

## **ARTICLE II PROPERTY RIGHTS**

**2.1 Property Subject to CC&Rs.** All the real property previously described in the Recitals and the improvements thereon, shall be subject to this CC&Rs.

**2.2 Right of Entry by Association.** For any purpose reasonably related to the performance by the Board of its responsibilities under this CC&Rs, the Association's agents or employees shall have the right to enter any Lot to effect emergency repairs. For other than emergency repairs, the Association's agents or employees shall have the right to enter any Lot to effect repairs, improvements, replacements or maintenance which the Association, after approval by two-thirds (%) vote of the Board, reasonably deems necessary. Such entry shall be made with as little inconvenience to the Owner as possible, and any damage caused thereby shall be repaired by the Association. Further, such entry for other than emergency repairs shall be made only after not less than three (3) days notice has been given to the Owner.

**2.3 Encroachments Easements.** Each Owner of a Lot within the Community is hereby declared to have an easement over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, reconstruction, repair,

settlement or shifting of the building, or any other similar cause. There shall be easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachments, settlement or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners.

**THE FOLLOWING SECTIONS 2.4 - 2.7 HAVE BEEN AMENDED UNDER SEPARATE FILE**  
**(Replaced by First Amendment Recorded 12/28/18 Doc No. 2018-0502687)**

~~**2.4 — Duties Upon Leasing Property.** Owners who rent their Lot shall provide his or her tenant with copies of the Governing Documents upon execution of the lease. All leases shall be in writing. Within fifteen (15) days from the execution of the lease, Owner shall provide the Association with (a) a completed notarized age verification form signed by the tenant that sets forth, at a minimum, the names and ages of all persons who will reside at the Residence, and (b) a signed, legible copy of the lease. Rental occupants shall comply with all requirements set forth in **Section 7.15** of this CC&Rs. The Board shall have the power to adopt Association Rules to implement this **Section 2.4**.~~

~~**2.5 — Lease Must Require Conformance to Governing Documents.** Any lease, rental agreement or contract of sale entered into between an Owner and a tenant or contract purchaser of a Lot shall require compliance by the tenant or contract purchaser with all of the Governing Documents which provision shall be for the express benefit of the Association and each Owner. 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. Any lease shall specify 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.~~

~~**2.6 — Discipline of Lessees.** 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.~~

~~**2.7 — Hotel or Transient Use; Minimum Lease Term.** There shall be no hotel or transient use of any Lot located within the properties. No property shall be leased or rented for less than a one (1) year term.~~

**2.8 Change of Ownership or Occupancy.** Anytime there is a change of ownership or occupancy of one (1) of the Lots within the Association, the current Owner of the properly shall be responsible to notify the Association of the names of the current residents of the Lot and verification that the residents comply with **Section 7.15** of this CC&Rs. The Board shall be empowered to implement rules and forms for the purpose of facilitating the obtaining of this information by the Association.

### **ARTICLE III**

#### **ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS**

**3.1 Compliance with Governing Documents.** The Members covenant and agree that they shall comply with the Governing Documents.

**3.2 Membership.** The Owner of a Lot shall automatically, upon becoming the Owner of same, be a Member of the Association, and shall remain a Member thereof until such time as the ownership ceases for any reason, at which time the membership in the Association shall automatically cease. Membership shall be held in accordance with the Governing Documents.

**3.3 Transfer.** The Association membership held by any Owner in the property shall not be transferred, pledged or alienated in any way except upon the sale of an ownership interest and then only to the purchaser. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the Owner should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association.

**3.4 Voting Rights.** The Association shall have one (1) class of membership. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. Each Lot in the property is entitled to one (1) vote. The vote for such Lot shall be exercised as the Owners of interest therein decide, but in no event shall more than one (1) vote be cast with respect to any Lot.

**3.5 Joint Owner Disputes.** The vote for each such Lot may be cast only as a Lot, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted and all of said votes shall be deemed void.

### **ARTICLE IV**

#### **ASSESSMENTS**

**4.1 Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges, (2) Special Assessments for purposes permitted herein, and (3) Individual Assessments as more fully described in **Section 4.10** of this CC&Rs. Such Assessments shall be established and collected as set forth herein. The Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the separate interest against which each such Assessment is made, the lien to become effective upon recordation of a Notice of Delinquent Fees as provided in **Section 4.9** hereof. Each such Assessment together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of

the person who was the Owner of such Lot at the time when the Assessment fell due. No Member may exempt himself or herself from liability for this contribution towards the common expenses by the abandonment of his or her Lot.

**4.2 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the economic interest, recreation, health, safety, and welfare of all the residents in the entire Community and for the common good of the Community.

**4.3 Annual Assessment.** The Board of Directors shall determine and fix the amount of the Annual Assessment against each Lot in accordance with the procedures described below.

**4.4 Special Assessments for Capital Improvements or Extraordinary Expenses.** The Board of Directors may levy, in any Assessment year, a Special Assessment for extraordinary expenses incurred by the Association.

**4.5 Division of Assessments; Payment of Assessments.** Annual and Special Assessments shall be charged to and divided among the Lots equally. Annual Assessments levied against each Owner and his or her Lot shall be due and payable in advance to the Association in a single installment on the first day of January of each year or on such other date or dates as may be established from time to time by the Board. Special Assessments shall be due and payable in advance of such date or dates as established by the Board of Directors.

**4.6 Limits for Increases of Annual and Special Assessments.** The Board of the Association may not impose an Annual Assessment that is more than twenty percent (20%) greater than the Annual Assessment for the Association's preceding fiscal year or impose Special Assessments which in aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without the approval of Owners casting a majority of the votes at a meeting of the Association at which a quorum is present.

This Section does not limit Assessment increases necessary for emergency situations. For purposes of this section, an emergency situation is any one of the following: (i) an extraordinary expense required by an order of a court; and (ii) an extraordinary expense that could have not been reasonably foreseen by the Board in preparing and distributing the current year's operating budget.

**4.7 Effect of Nonpayment of Assessments.** Assessments are delinquent thirty (30) days after they become due. A late charge not exceeding ten dollars (\$10.00) shall be imposed upon any delinquent payment if not received by March 31<sup>st</sup> of the calendar year in which the fees are levied. Interest on delinquent Assessments and late charges shall be imposed at an annual percentage rate of twelve percent (12%) interest beginning on April 1<sup>st</sup> of the calendar year in which the Assessment became due. Late charges and interest on past due amounts may be modified by the Board in accordance with any changes permitted by state law.

**4.8 Transfer of Lot by Sale or Foreclosure.** Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale of any Lot pursuant to foreclosure of a First Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer (except for Assessment liens recorded prior to the Mortgage). No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

**4.9 Notice of Delinquent Fees.**

**4.9.1 Enforcement, Remedies.** If any Annual or Special Assessment fees are delinquent, the Association may record a Notice of Delinquent Fees and establish a lien against the Lot of the delinquent Owner. Notwithstanding any provision of this CC&Rs to the contrary, the lien of the fees provided for herein shall be subordinate to the lien of any First Mortgage or first deed of trust upon any Lot. The Notice of Delinquent Fees shall state the amount of the Assessment, collection costs, attorney's fees, late charges and interest, a description of the Lot against which the Assessment and other sums are levied. Any officer, or any agent designated by the Association, shall sign the Notice.

**4.9.2 Nonexclusive Remedy.** Nothing in this Section prohibits the Association from commencing a civil action against the Owner of a Lot to recover sums owed to the Association.

**4.10 Individual Assessments.** The Board may impose Individual Assessments against an Owner as provided in this Section, provided that no Individual Assessments may be imposed against an Owner until the Owner has been afforded notice and the opportunity for a hearing, and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Governing Documents. Subject to the foregoing, the acts and circumstances giving rise to liability for Individual Assessments are set forth below.

**4.10.1 Expenses Incurred in Gaining Member Compliance.** In the event that the Association incurs any costs or expenses to bring the Owner and/or his or her Lot into compliance with any provision of the Governing Documents, the amount incurred by the Association, including reasonable fines and penalties duly imposed hereunder, title company fees, accounting fees, and reasonable attorney's fees, shall be assessed and charged solely to and against such Owner as an Individual Assessment.

**4.10.2 Levy of Individual Assessment and Payment.** Once an Individual Assessment has been levied against an Owner for any reason described, and subject to the conditions imposed in this **Section 4.10**, such Individual Assessment shall be (a) added to the Owner's account, (b) notice thereof shall be mailed to the affected Owner and (c) the Individual Assessment shall thereafter be due as a separate debt of the Owner payable in full to the Association within thirty (30) days after the mailing of notice of the Assessment.

**4.10.3 Lien.** Once an Individual Assessment has been imposed by the Association's Board of Directors pursuant to **Section 4.10.1**, such charge may be included in an Assessment Lien in accordance with **Section 4.9**.

**4.11 Transfer Fees.** A transfer fee may be assessed against each Lot upon the conveyance of such Lot, if title is transferred, or as of the date a new tenant takes possession of the Lot, if the Lot is leased.

**4.12 Grandfather Clause.** The Grandfather Clause applies to any otherwise prohibited element or standing when such element or standing existed prior to the 1993 vote to make membership in the Seven Hills Property Owners Association mandatory; or prior to the 2001 vote to incorporate the area known as Coronado into the Seven Hills Property Owners Association. Upon the termination of residence by the original owner, through sale of the property, or the subsequent renting of the property, the terms of the Grandfather Clause shall cease forthwith. Under-age children protected under the Grandfather Clause are required to leave Seven Hills upon reaching the age of eighteen (18) years, unless they are dependent on their parents/guardians and are attending a local college or trade school, in which case the termination age of residence is twenty-two (22) years of age. The parents/guardians shall make application to the Board of Directors for a formal hearing for permission to let the child remain until age twenty-two (22). Unauthorized out buildings shall be removed prior to the new owner taking possession. Under-age persons shall not be permitted to reside in or on any property after the sale or conversion to rental property by the original owner.

## **ARTICLE V DUTIES AND POWERS OF THE ASSOCIATION**

**5.1 General Powers and Authority.** The Association shall have all the powers of a nonprofit corporation under California law, subject only to the limitations in the Governing Documents of the Association. It may perform all acts which may be necessary for or incidental to the performance of the obligations and duties imposed upon it by the Governing Documents. Its powers shall include, those granted in its Bylaws and the following:

**5.1.1 Assessments.** The Association shall have the power to establish, fix, and levy Assessments against the Members in accordance with the provisions of the Governing Documents.

**5.1.2 Adoption of Rules.** The Association shall have the power to adopt reasonable rules as set forth in **Section 5.5** of this CC&Rs.

**5.1.3 Enforcement of Governing Documents.** The Association shall have the authority to enforce the Governing Documents as more fully provided in **Article XII** of this CC&Rs.

**5.1.4 Right of Entry.** The Association's agents or employees shall have the right to enter upon any Lot when necessary in connection with any maintenance, landscaping, or other

work required under **Section 2.2** of this CC&Rs. Such entry shall be made with as little inconvenience to the Member as is practicable, and in accordance with **Section 2.2** of this CC&Rs.

**5.1.5 Management and Delegation of Powers.** The Association can delegate its powers, duties and responsibilities to committees or employees, including a professional manager, subject to the requirements of this CC&Rs.

**5.1.6 Service Personnel.** The Association shall have the power to engage persons necessary for the effective operation and maintenance of the Association, including legal, management and accounting services.

**5.1.7 Contracts.** The Association shall have the power to contract for goods and services for the benefit of the Community that are necessary for the Association to perform its duties and obligations hereunder.

**5.1.8 Financial Reports.** The Association shall have the power to prepare annual budgets, reports, balance sheets and operating statements for the Association.

**5.2 Duties of the Association.** In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Documents, the Association shall be responsible for the following:

**5.2.1 Insurance.** The Association shall obtain and maintain such policy or policies of insurance as are required by this CC&Rs.

**5.2.2 Assessments.** The Association shall fix, levy, collect, and enforce Assessments.

**5.2.3 Payment of Expenses.** The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business, including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the Association.

**5.3 Compensation to Board Members.** The Board shall not pay compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business, provided that the Board may reimburse a Board member for expenses incurred in carrying on the business of the Association.

**5.4 Limitation on Liability of Officers and Directors.** No director, officer, committee Member, employee, or other agent of the Association, shall be liable to any Owner or any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person if such person has acted in good faith and in a manner such person reasonably believed to be in the best interests of the Association.



**5.5 Adoption of Rules.** The Board shall have the power to adopt reasonable rules governing the Community. Rules must be in writing and must be consistent with applicable law and the Governing Documents. A copy of the current Association Rules shall be given to each Member.

**5.5.1 Review and Comment Period.** Prior to enacting rules, the Association shall provide Owners with a thirty (30) day advance notice of a rule adoption or change, which shall include a copy of the proposed rule and a description of the purpose and effect of the proposed rule, and allow Owners to provide comments to the Board regarding the proposed rule. After the thirty (30) day comment period has expired, the Board shall meet to discuss any comments received, and decide whether to proceed with adoption of the proposed rule. If the rule is adopted, the Board shall provide notice to the Owners of the rule adoption within thirty (30) days of adopting the rule.

**5.5.2 Emergency Rules.** The Board may enact a temporary emergency rule if the Board determines that an immediate rule change is necessary to address an imminent threat to public health or safety or imminent risk of substantial economic loss to the Association. The Board shall provide notice to the Owners of adoption of the emergency rule within fifteen (15) days of its adoption, which shall include the text of the rule change, a description of the purpose and effect of the rule change, and the date that the rule change expires. Such an emergency rule maybe effective for up to one hundred twenty (120) days, and may thereafter be re-adopted pursuant to **Section 5.5.1** of this CC&Rs.

## **ARTICLE VI MAINTENANCE RESPONSIBILITIES**

**6.1 Owner's Obligation to Maintain and Repair.** Each Lot Owner shall, at his or her sole cost and expense, maintain and repair his or her Lot and all improvements thereon, including landscaping, keeping the same in good condition and in conformance with any specified standards for maintenance of the Lots and landscaping set forth in the Association Rules.

**6.2 Recovery of Costs of Certain Repairs and Maintenance.** In the event that an Owner fails to perform maintenance functions for which he or she is responsible under this Article, the Association may give written notice to the offending Owner with a request to correct the failure within fifteen (15) days after receipt thereof. If the Owner refuses or fails to perform any necessary repair or maintenance, the Association may exercise its rights under **Section 2.2**, to enter the Owner's Lot and perform the repair or maintenance so long as the Owner has been given prior notice and the opportunity for a hearing. The cost of the repairs may be billed to the Owner's account as an Individual Assessment in accordance with **Section 4.10**.

## ARTICLE VII USE RESTRICTIONS

**7.1 Responsibility to Comply with Governing Documents.** Each Owner of a Lot shall be responsible for ensuring that the Owner's family, guests, tenants and all occupants of the Owner's Lot comply with all provisions of the Governing Documents. In addition to any rights the Association may have against the Owner's family, guests, tenants or occupants, the Association may take action under this CC&Rs against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or occupants.

**7.2 Residential Use and Business Activities.** No Lot shall be occupied and used except for residential purposes by the Owners, their tenants, and guests, and no trade or business shall be conducted on any Lot except as more fully set forth herein. No business or commercial activities of any kind whatsoever shall be conducted on any Lot without the prior written approval of the Board, provided that the foregoing restriction shall not apply to the signs or activities of the Association in the discharge of its responsibilities under the Governing Documents. Furthermore, no restrictions contained in this Section shall be construed in such a manner so as to prohibit any Owner from (a) maintaining his or her personal library in his or her residence, (b) keeping his or her personal business records or accounts therein, (c) handling his or her personal or professional telephone calls or correspondence therefrom, (d) leasing or renting his or her residence in accordance with **Sections 2.4** through **2.7** of this CC&Rs, or (e) conducting any other activities otherwise compatible with residential use and the provisions of this CC&Rs which are permitted under applicable zoning laws or regulations without the necessity of first obtaining a special use permit or specific governmental authorization. The uses described in this **Section 7.2** are incidental to the principal residential use of the Lot and shall not constitute a violation of this Section.

**7.3 Prohibition of Noxious Activities.** No noxious or offensive activities shall be conducted within or upon any portion of the Property nor shall anything be done or permitted within any Lot which is or could become an unreasonable annoyance or nuisance to the neighborhood. Without limiting any of the foregoing, no Owner shall permit noise of any sort, including, but not limited to, barking dogs, the operation of air conditioners, stereo amplifier systems, television sets, motor vehicles and power tools, to emanate from an Owner's Lot which would unreasonably disturb other Owners' enjoyment of their Lots. Excessive noise levels may be determined in the sole discretion of the Board which may, but shall not be obligated to, rely on the County Code or other applicable governmental regulation dealing with such matters.

**7.4 Household Pets.** The following restrictions regarding the care and maintenance of pets within the community shall be observed by each owner, resident and guest.

**7.4.1 Maximum Number of Pets.** No more than three (3) common household pets may be kept in each Lot so long as the same are not kept, bred or maintained for commercial purposes, except that caged birds or fish in an aquarium may be kept and maintained in reasonable

numbers or as otherwise established by the Board. No other animals, or poultry of any kind shall be kept, bred or raised in any Lot.

**7.4.2 Leash Requirements for Dogs.** Dogs shall only be allowed on in the Community when they are leashed and otherwise under the supervision and restraint of their owners.

**7.4.3 Pet Waste.** Pet owners shall be responsible for the prompt removal and disposal of pet wastes deposited by their pets within the Community.

**7.4.4 Owner Responsibility for Conduct of Pet.** Each person bringing or keeping a pet on the Property shall be solely responsible for the conduct of such pets.

**7.4.5 Association Not Responsible for Conduct of Pet.** The Association, its Board, officers, employees and agents shall have no liability, whether by virtue of this CC&Rs or otherwise, to any Owners, their family members, guests, invitees, tenants and contract purchasers for any damage or injury to persons or property caused by any pet.

**7.4.6 Pet Rules.** The Board of Directors shall have the right to establish and enforce additional regulations imposing standards for the reasonable control and keeping of household pets in, upon and around the Property to ensure that the same do not interfere with the quiet and peaceful enjoyment of the Property by the other Owners.

**7.4.7 Pets Constituting a Nuisance.** The Board shall have the power to prohibit the keeping or maintenance of any animal, which, in the sole and exclusive opinion of the Board, after notice and hearing, is deemed by the Board to constitute a nuisance to any other Owner or resident, whether due to its size, viciousness, unreasonable noise or otherwise.

**7.5 Signs.** No business signs or advertisements shall be displayed on any Lot in any tract. This provision shall not prohibit the display of "For Sale" or "For Rent" signs to the extent this prohibition is restricted by law. Such "For Sale" or "For Rent" signs shall be "55+" or "Senior Only" included on the sign. A political sign may be displayed on a Lot provided it is removed immediately after election day. Such signs shall measure no more than twenty-four (24) inches by twenty-four (24) inches.

**7.6 Antennas and Satellite Dishes.** Owners may install satellite dishes not in excess of one (1) meter in diameter on their Lots. The Board may adopt rules regulating the installation of antennas or satellite dishes so long as the rules do not unreasonably delay or prevent installation, maintenance or use, unusually increase the cost of installation, maintenance or use, or preclude reception of an acceptable quality signal. Any rules implemented for legitimate safety restrictions are permitted, even if they impair installation, maintenance or use of the satellite dish or antenna.

**7.7 Yard and Garage Sales.** Residential yard and garages sales shall not exceed four (4) per year per each individual residential address. Frequent yard and garages sales constitute operating a business which is prohibited in Seven Hills. Residents are limited to selling their own personal property at yard or garage sales and shall not bring in items to sell from outside the Community or from other residents.

**7.8 Storage.** No automobile, truck, recreational vehicle, off-road vehicle, utility trailer, board trailer, boat, temporary structure, construction material, or any similar item may be stored (covered or not) on any front, side or rear yard of any Lot. Parking vehicles outside of garage shall be limited to the paved driveway. Occupants shall not keep any equipment, wood piles or storage piles unless it is screened and concealed from view of neighboring Lots and streets. Gazebos shall not be used for storage.

**7.9 Storage Sheds.** No storage sheds shall be permitted. The intent of the restriction is to prevent the use of stand-alone outbuildings generally constructed with aluminum or wood siding, with plan dimensions of five (5) feet by seven (7) feet and larger. Storage units are permitted provided they meet the requirements set forth in **Article VIII** of this CC&Rs.

## **7.10 Parking and Vehicle Restrictions**

**7.10.1 Recreational Vehicle Parking.** Recreational vehicles, including without limitation, motor homes, travel trailers, camper vans and boats, shall not be parked in driveways more than seventy-two (72) hours for loading or unloading only. Recreational vehicles may not be used for habitation while parked in an Owner's driveway. Parking of any vehicle at the street curb is controlled by the City and is presently limited to seventy-two (72) hours.

**7.10.2 Definition of Stored Vehicles.** Storage of vehicles is defined as parking said vehicle for a consecutive period of thirty (30) days without operation. If the vehicle is not used, it must be stored either in the resident's garage or stored off-site. Any attempt by a resident to circumvent this requirement by moving the vehicle as little as a few inches every thirty (30) days shall constitute a violation of this **Section 7.10.2**.

**7.10.3 Towing.** Any vehicle parked in any driveway, or any portion of any Lot, without a current California Department of Motor Vehicles Registration and license plate is subject to tow-away by the City of Hemet under the abandoned vehicle sections of the City's Municipal Code, without regard to time duration. Any vehicle for which an Affidavit of Non-Use has been filed with the DMV is not permitted to be parked or stored within the limits of Seven Hills except in a resident's closed garage.

**7.10.4 Parking Regulations.** The streets in the Community are public streets which are owned, maintained and operated by the City. This CC&Rs does not encumber such public streets, nor does the Association have the right to regulate the public streets in the Community.

**7.10.5 Garage Use.** The garages shall be used for parking vehicles and shall not be converted for living or business purposes.

**7.11 Toxic Materials.** No toxic materials, paints, oils, or cleaners may be dumped on any Lot.

**7.12 Grading.** No Lot shall have the surface re-graded without the prior written consent of the Board in accordance with **Article VIII** of this CC&Rs.

**7.13 Clotheslines.** No occupant shall erect or maintain any exterior clotheslines, or dry clothes outside of the dwelling on any Lot unless the clothesline is totally screened from the neighbor's view.

**7.14 Trees and Shrubs.** Trees and shrubs may be planted or replaced as long as they still enhance the property when they are matured, and are compatible with the species already found in Seven Hills. No fruitless Mulberry trees will be permitted.

### **7.15 Senior Community**

**7.15.1 Purpose.** Seven Hills is a "Senior Citizen Housing Development" in accordance with the Federal Fair Housing Amendments Act of 1988 (42 U.S.C. Section 3601, *et seq.*), the California Unruh Civil Rights Act (California Civil Code Section 51.11) and California Government Code Section 12955.9, as the same may be amended from time to time. The Property is intended for occupancy by at least one (1) person fifty-five (55) years of age or older per dwelling unit. At least one (1) person in residence in each dwelling unit must be fifty-five (55) years of age or older ("**Qualifying Resident**") and each other resident must be a "**Qualified Permanent Resident**" which means a person who meets both of the following requirements:

(a) The person who was residing with the Qualifying Resident or senior citizen prior to the death, hospitalization or other prolonged absence of, or the dissolution of marriage with the Qualifying Resident or senior citizen; and

(b) The person was forty-five (45) years of age or older, or was a spouse, co-habitant, or person providing primary physical or economic support to the Qualifying Resident or senior citizen.

**7.15.2 Affect of Death of Qualifying Resident.** Upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the Qualifying Resident, a Qualified Permanent Resident shall be entitled to continue his or her residency, or use of the dwelling unit as a permitted resident, except as otherwise provided in this CC&Rs.

**7.15.3 Federal Law Compliance Required.** Qualified Permanent Residents who continue to reside in Seven Hills after the death, dissolution of marriage, hospitalization, or other prolonged absence of the senior citizen are hereby advised that because the Fair Housing Act provisions pertaining to fifty-five (55) or older (55+) communities require at least eighty percent

(80%) of the homes to have at least one (1) occupant age fifty-five (55) or older, the Board may be compelled to enforce this requirement and advise a Qualified Permanent Resident that he or she cannot reside in Seven Hills, if to do so would bring the percentage of senior-occupied homes below eighty percent (80%), which would cause forfeiture of the 55+ status under federal law. In no event shall the percentage of homes occupied by at least one (1) person fifty-five (55) years of age or older be permitted to fall below eighty percent (80%).

**7.15.4 Other Basis for Termination of Occupancy.** The Board may also take action to prohibit or terminate occupancy by a person who is a Qualified Permanent Resident if the Owner or the Board, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation; provided, however, that the action to prohibit or terminate the occupancy may be taken after doing both of the following:

(a) providing reasonable notice to and a hearing for the disabled person whose occupancy is being challenged, and reasonable notice to the co-resident, parent or grandparent of that person.

(b) giving due consideration to the relevant, credible and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner pursuant to a closed session, by the Board in order to preserve the privacy of the affected persons.

The affected persons shall be entitled to have present at the hearing an attorney or other person authorized by them to speak on their behalf or to assist them in the matter.

**7.15.5 Cohabitant.** A "cohabitant" refers to persons who live together as husband and wife, or persons who are domestic partners. "Domestic partners" refers to two (2) adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring.

**7.15.6 Guests.** Guests who are less than fifty-five (55) years of age, may temporarily reside in the dwelling unit, providing they do not stay more than sixty (60) in any one (1) year.

**7.15.7 Permitted Health Care Resident.** A "Permitted Health Care Resident" means a person hired to provide live-in, long-term or terminal health care to a Qualifying Resident, or a family member of the Qualifying Resident providing that care. For the purposes of this section, the care provided by a Permitted Health Care Resident must be substantial in nature and must provide either assistance with necessary dally activities or medical treatment or both.

(a) A Permitted Health Care Resident shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted Qualifying Resident in the absence of the senior citizen from the dwelling unit only if both of the following are applicable:

(i) The senior citizen became absent from the dwelling due to hospitalization or other necessary medical treatment and expects to return to his or her residence within ninety (90) days from the date the absence began; and

(ii) The absent senior citizen or an authorized person acting for the senior citizen submits a written request to the Board of Directors stating that the senior citizen desires that the Permitted Health Care Resident be allowed to remain in order to be present when the senior citizen returns to his or her home after the necessary medical treatment.

**7.16 Qualified Permanent Resident by Virtue of Disability.** This shall mean a disabled person or person with a disabling illness or injury who is a child or grandchild of the Qualified Permanent Resident who needs to live with the senior citizen or Qualified Permanent Resident because of the disabling condition, illness or injury, as defined by the California Civil Code Section 51.11(3).

**7.16.1 If Disability Ends.** For any person who is a Qualified Permanent Resident under this section whose disabling condition ends, the Board may require the formerly disabled resident to cease residing in Seven Hills upon receipt of six (6) months written notice; provided, however, that the Board of Directors may allow the person to remain a resident for up to one (1) year, after the disabling condition ends.

**7.17 Age Verification.** Age verification forms shall be distributed by the Board to all residences in the Community. The age verification form shall be completed and returned to the Association. The Board shall have the power to adopt reasonable rules and regulations requiring residents, occupants and Owners of the Association to complete the forms verifying the age of the occupants of the Lots to verify that those occupants are in conformance with the age restrictions in this CC&Rs and as required by applicable law.

**7.18 Insurance, Compliance with Law and Owner Personal Property.** Nothing shall be done or kept in any Lot or in the Community that might increase the rate of, or cause the cancellation of, insurance on the Community, or any portion of the Community, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his or her Lot that violates any permit, law, ordinance, statute, rule or regulation of any local, county, state or federal body. No Owner shall allow furniture, furnishings, or other personal property belonging to such Owner to remain within any portion of the Community except in such Owner's Lot except as may otherwise be permitted by the Board.

## **ARTICLE VIII ARCHITECTURAL CONTROL**

**8.1 Improvements and Changes Require Prior Approval.** No Improvement of any kind shall be commenced, erected or maintained within the Property by an Owner, nor shall any exterior addition to or change or alteration be made in or to any Lot by an Owner until the plans and

specifications showing the nature, color, kind, shape, height (including front, side and rear elevations), materials, and location of the same shall have been submitted to and approved in writing by the Board as to quality of workmanship and materials, harmony of external design and location in relation to surrounding structures, setback lines, topography and finish grade elevation. Prior to submittal of plans and specifications to the Board as provided in **Section 8.2** of these CC&Rs, the Owner shall obtain a building permit from the City for the Improvements and comply with all City requirements set forth in the City Municipal Code and other applicable laws.

**8.2 Submission of Plans; Action by Board.** After the Owner has obtained all required permits and approvals from the City and/or other governmental agency, plans and specifications for the proposed Improvement shall be submitted by the Owner to the director responsible for architectural review. If the Board still fails to approve or disapprove said plans, within thirty (30) days after the receipt of said notice from the Owner, said plans and specifications shall be deemed approved.

**8.3 Approval of Solar Energy Systems.** Any Owner proposing to install or use a solar energy system shall be subject to the same review and approval process as required in **Section 8.1** for any Improvements. However, only reasonable restrictions on the installation and use of a solar energy system shall be permitted. Reasonable restrictions on a solar energy system are those restrictions which do not significantly increase the cost of the system or significantly decrease its efficiency or specific performance, as more specifically described in California Civil Code Section 714. If an application for a solar energy system is not denied in writing within sixty (60) days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

**8.4 Fee for Review.** The Board shall have the right to establish a fee for the review and approval of plans and specifications that must be submitted to the Board pursuant to the provisions of this Articles. The Board shall have the right to hire any engineer or other consultant, the opinion of which the Board deems necessary in connection with its review of any plans submitted by an Owner, and such Owner shall be liable for payment of such engineer's and/or consultant's fee.

**8.5 Approval/Disapproval of Plans.** Any approval or disapproval of plans and specifications submitted to the Board shall be in writing. An approval of plans by the Board may be qualified. All qualifications imposed by the Board must be in writing. If the plans and specifications are disapproved, in whole or in part, the written decision from the Board shall include both an explanation of why the proposed change was disapproved by the Board.

**8.6 Architectural Guidelines.** The Board may from time to time adopt, amend and repeal architectural rules and regulations to be known as "Architectural Guidelines." The Architectural Guidelines shall interpret and implement the provisions of this CC&Rs by setting forth the standards and procedures for the review and approval of proposed Improvements and guidelines for architectural design, placement of any work of Improvement or color schemes, exterior finishes and materials and similar features which are recommended for use within the Property, provided that the



Architectural Guidelines shall not be in derogation of the minimum standards required by this CC&Rs. In the event of any conflict between the Architectural Guidelines and this CC&Rs, the CC&Rs shall control. The Architectural Guidelines shall be consistent with the procedures set forth in **Section 5.5** of this CC&Rs.

**8.6.1 Storage Sheds.** Acceptable storage units are defined as commercially manufactured, upright unit with shelves, doors and latches; or horizontal chest type storage unit with closing lid and latches. The maximum size shall not exceed fifty-two (52) cubic feet. Upright unit shall be placed against the house wall, with anchors provided to ensure stability. The exterior of the unit shall be painted to match the house wall the unit is attached to. The storage unit should be located in the backyard if possible, with attention given to reducing the visual impact to a neighbor. If the storage unit can only be located on the side of a house (and would be visible from the street), the storage unit should be located as far back from the front of the house as is practical. Complaints of unauthorized storage units shall be written, signed and submitted to the Board. Unsigned complaints will not be reviewed. The Board shall approve storage unit prior to installation in accordance with this **Article VIII**.

**8.6.2 Manufactured Homes.** All used manufactured homes (coaches) must have prior written approval of the Board before being moved into the Community. No coach over ten (10) years old will be permitted, and all used coaches are subject to a visual inspection by members of the Board prior to approval. All coaches, new or used, must have a minimum floor area of 1,344 square feet, exclusive of porches and patio areas. A fully enclosed two-car garage is required and it must be compatible with the house in type of exterior siding and color. All manufactured homes must be low profile and front set-backs must conform to adjacent property.

**8.6.3 New Materials.** All construction shall be new and of new materials.

**8.6.4 Roofing.** Replacement roofing shall conform to the roofing being replaced. Homeowners may make a request to the Board in writing with samples of other types of roofing, including asphalt. Samples of material and colors to conform and perform to quality of existing roofing material and blend with roofing colors of adjacent buildings. Extreme color variations shall not be permitted. All changes shall be reviewed by the Board and permission or denial be given in writing to Owner.

**8.6.5 Walls, Fences and Gates.** Perimeter walls and fencing shall be of masonry or wrought iron or a combination thereof. No wood, chain link, PVC or wire fencing will be permitted. New gates, if used, shall be constructed of wrought iron. Wood gates are not permitted in new construction. Where wooden gates have existed prior to the recordation of this CC&Rs, they will be permitted to remain as long as they are maintained in good condition. When the wooden gate needs to be replaced, it shall be replaced with wrought iron.

**8.6.6 Exterior Colors.** Exterior colors of residences and any other structure must conform to the overall color schemes of the Community. Color chips or a proposed color change must be submitted to the Board. Colors shall be compatible with surrounding structures.

**8.7 Waiver.** The architectural standards and the enforcement thereof may vary from one term of the Board to another term of the Board. These variances shall not constitute a waiver by the Board of the right to adopt and enforce architectural standards under this Section. No decision by the Board shall bind subsequent decisions of the Board when reviewing subsequent plans and specifications for Owners. Nothing in this **Section 8.7** shall permit the Board to retroactively enforce the Architectural Guidelines against any Owner whose architectural change was previously approved by a former Board pursuant to the then-existing Architectural Guidelines.

**8.8 Inspection of Work.** With consent of the Owner, which consent shall not be unreasonably withheld, any member or authorized representative of the Board may, at any reasonable hour and upon reasonable notice, enter and inspect any Lot which has been the subject matter of an approval of a submission for an Improvement. Such entry shall be made with as little inconvenience to the Owner as reasonably possible, and any damage caused thereby shall be repaired by the Association. If the Board finds that such work was not performed in substantial compliance with the approved plans and specifications, it shall notify the Owner in writing of such noncompliance, specifying the particulars of noncompliance and shall require the Owner to remedy the same within thirty (30) days from the date of notification of such noncompliance. If the noncompliance is not corrected within thirty (30) days, the Board may utilize the procedures set forth in **Article XII** of this CC&Rs.

**8.9 Non-liability of Board Members.** Neither the Association, the Board nor designated representatives thereof, shall be liable for damages to any Owner submitting plans or specifications to them for approval, or to any Owner in the Community affected by these CC&Rs by reason of mistake in judgment, negligence or nonfeasance, unless due to willful misconduct or bad faith of that person. The Board's approval or disapproval of a submission shall be based solely on the considerations set forth in this Article and the Architectural Guidelines, and the Board shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plans or design for purposes of structural safety and conformance with building or applicable codes, ordinances, regulations or laws.

**8.10 Variances.** The Board shall be entitled to allow reasonable variances with respect to any restrictions in the Governing Documents in order to overcome practicable difficulties, avoid unnecessary expense or prevent unnecessary hardships. The Board shall make a good faith determination that (a) the requested variance does not constitute a material deviation from the overall plan and scheme of development within the Property or from any restriction contained herein or that the proposal allows the objectives of the violated requirement(s) to be substantially achieved despite noncompliance; or (b) the variance relates to a requirement hereunder that it is unnecessary or burdensome under the circumstances; or (c) the variance, if granted, will not result in a material detriment, or create an unreasonable nuisance, with respect to any other Lot or Owner within the Property.

**8.11 Cease and Desist.** In the event unapproved architectural Improvements are commenced by or on behalf of an Owner or his or her tenant, the Association shall have the right to take immediate action to halt such activity, including issuing a cease and desist order and obtaining immediate judicial relief necessary to preserve the status quo. "Unapproved architectural Improvements" shall mean those Improvements that have not been performed pursuant to a City permit, approved by the City at a final inspection, approved by the Association or approved by other governmental authority in accordance with this CC&Rs, the City Municipal Code, or applicable ordinances, regulations, or laws.

## **ARTICLE IX INSURANCE**

**9.1 Insurance Coverage.** The Association shall purchase, obtain and maintain the following types of insurance, if and to the extent they are available:

**9.1.1 Directors' and Officers' Liability.** Directors and officers liability insurance.

**9.1.2 Fidelity Bond.** Appropriate fidelity bond coverage to protect against dishonest acts by the Association's officers, directors, employees, trustees, and all others who are responsible for handling funds of the Association if deemed necessary by a majority of the Board.

**9.1.3 Other Insurance.** Such other insurance as the Board in its discretion considers necessary or advisable.

**9.2 Scope of Coverage.** The Board shall have the sole authority to determine the amount, terms, and coverage of any policy required hereunder. The amount, terms, and coverage of policies (including the type of endorsements, the amount of the deductible, the named insureds, the loss payees, and notices of changes or cancellations) shall be no less than that which is customary for similar policies on similar communities in the area.

**9.3 Insurance Trustee.** Each Owner appoints the Association or any insurance trustee designated by the Association to act on behalf of the Owners in connection with all insurance matters arising from any insurance policy maintained by the Association, including, without limitation, representing the Owners in any proceeding, negotiation, settlement, or agreements.

**9.4 Waiver of Subrogation.** Any insurance maintained by the Association shall contain a waiver of subrogation as to the Association's officers, directors, and Members, the Owners and occupants of the Lots and Mortgagees.

**9.5 Rights and Duties of Owner to Insure.** Each Owner shall obtain insurance on his Lot and all Improvements and personal property thereon. Nothing herein shall preclude any Owner from carrying any public liability insurance as he may deem desirable to cover his individual liability for damage to person or property occurring on his or her Lot or elsewhere upon the Community. If any loss intended to be covered by insurance carried by the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him or her to the Association to the extent of such reduction, for the application by the Board to the same purposes as the reduced proceeds are to be applied.

**9.6 Failure to Acquire Insurance.** The Association, and its directors and officers, shall have no liability to any Owner or Mortgagee if, after a good faith effort, it is unable to obtain any insurance required hereunder, because the insurance is no longer available or, if available, can be obtained only at a cost that the Board, in its sole discretion, determines is unreasonable under the circumstances, or the Members fail to approve any Assessment increase needed to fund the insurance premiums. In such event, the Board promptly shall notify, each Member and any Mortgagee entitled to notice that the specific insurance will not be obtained or renewed. In making a determination as to whether to acquire any such insurance, the Board may base its decision upon, among other things, a vote of the Owners.

**9.7 Damage or Destruction of Lots.** In the event of damage or destruction by fire or other casualty affecting a Lot, the Owner thereof shall, within six (6) months thereafter, either: (a) diligently commence to rebuild or replace the Lot Improvements, including, without limitation, the architectural review provisions of **Article VIII** hereof; or (b) clear and level the Lot, removing all wreckage, debris and remains of the Lot therefrom and leaving the same in a level, clean condition.

## **ARTICLE X DISPUTE RESOLUTION AND ENFORCEMENT**

**10.1 Introduction.** This Article sets forth the methods available to the Board and membership for resolving disputes within the Association along with the Association's powers of enforcement of the Governing Documents. **Sections 10.2** and **10.3** are not mandatory and may be utilized in accordance with the rules and policies of the Association.

**10.2 Informal Notice of Violation.** The Board may authorize the issuance of an informal written notice of violation to be sent to any Owner or any resident therein who is violating a provision of the Governing Documents. The notice shall advise the Owner of the violation and request the Owner's voluntary cooperation in correcting the violation.

**10.3 Disciplinary Proceedings.** The Board may take the following actions against any person or entity whose act or failure to act violates or threatens to violate any provision of the Governing Documents: (1) impose monetary penalties, including fines, late charges and interest or (2) suspend voting rights in the Association until the violation has been cured.

The determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Board. The Board shall substantially comply with the due process requirements provided in **Section 7.4** of the Bylaws before imposing any of the foregoing penalties.

**10.4 Mediation.** Prior to filing an enforcement action in the Superior Court, the parties shall endeavor to submit their dispute to mediation. **This Section 10.4** shall apply only to enforcement actions for declaratory, injunctive or writ relief or for relief in conjunction with a claim for monetary damages. This Section shall not apply to small claims actions or to assessment disputes. Either party to a dispute may initiate the mediation process by serving on the other party a request to mediate which shall include a brief description of the dispute, a request for mediation, and a notice requiring the other party to respond within thirty (30) days of receipt or the request shall be deemed as rejected. The request to mediate shall be served by personal delivery, first-class mail, express mail, facsimile transmission or other means reasonably calculated to provide the party on whom the request is served actual notice of the request. The party on whom a request to mediate is served has thirty (30) days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party. The mediation process shall be completed within ninety (90) days after the party initiating the request receives the acceptance, unless this period is extended in a writing signed by the both parties. California Evidence Code Section 1115, *et seq* shall apply to the mediation. Each party shall pay one-half (½) of the mediation costs, but each party shall bear their own attorneys' fees and costs. If a request to mediate is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled in accordance with California Civil Code Section 1369.550.

**10.5 Litigation.** The Association or any Member shall have the right to enforce the Governing Documents by proceedings at law or in equity, including the right to prevent the violation of the Governing Documents, the right to recover damages or other dues for such violation; provided, however, that the Association shall have the exclusive right to recording a Notice of Delinquent Fees as provided in **Section 4.10** of this CC&Rs. In any action to enforce the Governing Documents, the prevailing party shall be entitled to an award of reasonable attorney fees and court costs.

**10.6 Immediate, Temporary Relief.** Nothing in this Article shall be construed to prevent the Association or any Member from obtaining immediate, temporary judicial relief by way of temporary restraining order or other means necessary to preserve the status quo, pending compliance with the provisions of this Article or applicable law.

**10.7 Breach; Obligation After Foreclosure.** No breach of any provision of this CC&Rs by the Association or any Owner shall impair or invalidate the lien of any recorded Mortgage made in good faith and for value and encumbering any Lot. The Association or its successors and assigns shall be obligated to abide by all of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges, and equitable servitudes provided for in this CC&Rs as it may be amended from time to time with respect to any person who acquires title to or any beneficial interest in any Lot through foreclosure, trustee's sale, or otherwise.

## ARTICLE XI GENERAL PROVISIONS

**11.1 Severability.** Invalidation of any one of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**11.2 Term.** The covenants and conditions of this CC&Rs shall run with and bind the Community, and inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs and successors and assigns for a period of thirty (30) years from the date this CC&Rs is recorded after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by two-thirds (2/3) of the then Owners, has been recorded agreeing to terminate this CC&Rs.

**11.3 Construction.** The provisions of this CC&Rs shall be liberally construed to effectuate its purposes. Paragraph headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. The Recitals are hereby incorporated into this CC&Rs.

**11.4 Amendments.** This CC&Rs may be amended only by the vote or written consent of Members representing a majority of the total voting power of the Association, and the amendment shall become effective upon the recording with the Office of the County Recorder of Riverside County, California.

**11.5 Singular Includes Plural.** Whenever the context of this CC&Rs requires same, the singular shall include the plural and the masculine shall include the feminine.

**11.6 Nuisance.** The result of every act or omission whereby any covenant contained in this CC&Rs is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

**11.7 Waiver.** The failure of any Owner, the Board, the Association, or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges, or equitable servitudes contained in this CC&Rs shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.

**11.8 Cumulative Remedies.** Each remedy provided for in this CC&Rs shall be cumulative and not exclusive.

**11.9 Conflict of Governing Documents.** If there is a conflict among or between the Governing Documents, the provisions of this CC&Rs shall prevail; thereafter, priority shall be given to Governing Documents in the following order: Articles, Bylaws, and Association Rules.

**11.10 Annexation Pursuant to Approval.** Upon the vote or written consent of not less than a majority of the total voting power of the Association, any person who desires to add real property to the plan of this CC&Rs and to subject such property to the jurisdiction of the Association may file of record a supplementary declaration. A certificate of the president and secretary of the Association attached to any supplemental declaration recorded pursuant to this section verifying that the required majority of the total voting power of the Association has approved the recordation of such supplementary declaration shall be deemed conclusive proof thereof.

**11.11 Statutory Changes; Conflicts; No Liability for Following Law.** Many provisions of this CC&Rs are drafted to comply with current California law applicable to the operation of a common interest subdivision. Provisions of these laws can and likely will change. In the event a law changes, the following shall apply:

**11.11.1 Changed Law Supersedes this CC&Rs.** In the event a law change supersedes provisions of this CC&Rs, such changed law shall prevail over provisions of this CC&Rs that conflict with the new law.

**11.11.2 Changed Law Allows CC&Rs to Prevail.** If the changed law does not conflict with the provisions of this CC&Rs to prevail, this CC&Rs shall control.

**11.11.3 Changed Law Deletes Provisions Repeated in this CC&Rs.** If the changed law deletes any statutory requirement repeated in this CC&Rs, the Board may, after not less than thirty (30) days notice to the Owners, record an amendment revising the provision of this CC&Rs affected by the new law to conform with the language of the new law. Such amendment to restate, verbatim, changed laws does not need to comply with the Owner approval requirements set forth in **Section 11.4**.


**11.11.4 No Liability for Following Changed Law.** Provided any federal, state or local statute, law or ordinance is inconsistent with any provision(s) of this CC&Rs, and compliance with that statute, law or ordinance is mandatory neither the Association, the Board, nor any director thereof, shall have any liability for complying with the federal, state or local statute, law or ordinance rather than with the inconsistent provision(s) of this CC&Rs.

IN WITNESS WHEREOF, Donald Kritzer and Betty Pravecek hereby declare that:

(a) We are the President and Secretary, respectively, of the Seven Hills Property Owners Association, Incorporated, a California nonprofit mutual benefit corporation; and

(b) The foregoing 2013 Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Seven Hills Property Owners Association, Incorporated, was approved by the requisite percentage of the Members of the Association.

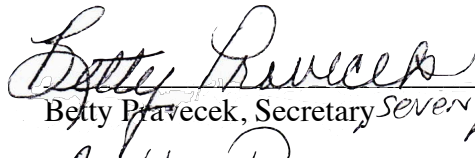
Date: 7-26-13



D. Kritzer, President, SEVEN HILLS PROPERTY OWNERS ASSOCIATION, INCORP

DONALD KRITZER  
AKA D. KRITZER

Date: 7.26.13



Betty Pravecek, Secretary SEVEN HILLS PROPERTY OWNERS ASSOCIATION, INCORPORATE

BETTY PRAVECEK



ACKNOWLEDGMENT

State of California )  
 : s.s.  
County of Riverside )

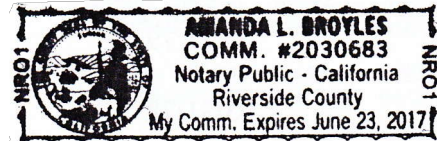
On July 26<sup>th</sup>, 2013 before me, Amanda L. Broyles a Notary Public, personally appeared Donald Keitz and Betty Praver who proved to me on the basis of satisfactory evidence to be the person whose is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.

Amanda L. Broyles

[Seal]



**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>
				<b>1,139</b>

**EXHIBIT "B"**  
**ORIGINAL DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**AMENDED AND SUPERSEDED BY THIS 2013 AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS\***

TRACT NO.	DECLAR DATED	RECORDED DOC NO. & DATE	NAME OF DECLARANT	MAP BK	PGS	AMENDED DOCUMENT RECORDED NO. & DATE			
4103	04/07/71	35704 04/07/71	Watergate Systems	66	91-106	117401 06/27/80	166246 05/04/93	82114 03/17/95	027726 01/25/99
7389	09/27/77 10/19/77	207578	Tom & Lynn Brown	92	61-66	131610 04/25/89	166246 05/04/93	82114 03/17/95	027726 01/25/99
7389-1	12/02/76	198558 12/27/76	Tom & Lynn Brown	87	65-68	131610 04/25/89	166246 05/04/93	82114 03/17/95	027726 01/25/99
7389-2	06/27/76	119321 06/27/77	Tom & Lynn Brown	90	66-69	131610 04/25/89	166246 05/04/93	82114 03/17/95	027726 01/25/99
7468	04/29/77	75490 04/29/77	Hemco	90	12-15	105393 05/18/84	166246 05/04/93	82114 03/17/95	027726 01/25/99
7468-1	08/10/76	117739 08/10/76	Hemco	86	49-53	163384 05/18/84	166246 05/04/93	82114 03/17/95	027726 01/25/99
7927	07/20/77	137718 07/20/77	Hemco	91	52-56	165304 05/18/84	166246 05/04/93	82114 03/17/95	027726 01/25/99
8640	05/23/79	70244 05/23/79	Tom & Lynn Brown	104	46-49	131609 04/25/89	166246 05/04/93	82114 03/17/95	027726 01/25/99
8640-1	12/22/77	61807 03/31/78	Tom & Lynn Brown	95	31-35	131612 04/25/89	166246 05/04/93	82114 03/17/95	027726 01/25/99
8640-2	05/09/79	95002 05/09/79	Tom & Lynn Brown	103	82-85	131613 04/25/89	166246 05/04/93	82114 03/17/95	027726 01/25/99
10840	07/12/78	143194 07/12/78	Hemco	98	32-36	105395 05/18/84	166246 05/04/93	82114 03/17/95	027726 01/25/99
17138	03/09/87	246314 03/09/87	Hemco	75	08-15	384518 10/13/92	166246 05/04/93	82114 03/17/95	027726 01/25/99
17727	08/26/87	182882 06/26/87	Hemco	149	68-76	384519 10/13/92	166246 05/04/93	82114 03/17/95	027726 01/25/99
24066	10/15/97	376393 10/16/97	Arcon Homes	265	69-72	2001-109167 03/16/01			
24066-1	07/18/96	276973 07/18/96	Arcon Homes	259	24-27	2001-109166 03/16/01			

\*There were intervening Declarations of Covenants, Conditions and Restrictions of Covenants, Conditions and Restrictions as amended, after 1997 through to this 2013 Amended and Restated Declaration of Covenants, Conditions and Restrictions.