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Hemet Del Sol Homeowners Association  
P.O. Box 8176  
Hemet, CA 92545

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County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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**CORRECTED 2008 CONSOLIDATED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR  
HEMET DEL SOL HOMEOWNERS' ASSOCIATION  
*A Senior Citizen Residential Housing Development***

APNs By Tract:

Tract 23052

442-561-01 through 442-561-20, inclusive; 442-562-01 through 442-562-22, inclusive;  
442-563-01 through 442-563-22, inclusive; 442-564-01 through 442-564-16, inclusive;  
442-565-01 through 442-565-08, inclusive; 442-566-01 through 442-566-11, inclusive; and  
442-567-01 through 442-567-04, inclusive.

Tract 23223

442-621-01 through 442-621-24, inclusive; 442-622-01 through 442-622-18, inclusive;  
442-623-01 through 442-623-25, inclusive; 442-624-01 through 442-624-05, inclusive;  
442-625-01 through 442-625-06, inclusive; 442-626-01 through 442-626-06, inclusive;  
442-627-01 through 442-627-30, inclusive; 442-628-01 through 442-628-11, inclusive; and  
442-629-01 through 442-629-08, inclusive.

Tract 25188

441-641-01 through 441-641-18, inclusive; 441-642-01 through 441-642-12, inclusive;  
441-643-01 through 441-643-12, inclusive; and 441-644-01 through 441-644-10, inclusive.

Tract 26328

441-645-01 through 441-645-09, inclusive.

**NOTICE  
(Gov't. Code §12956.1)**

**If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, 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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**CORRECTED 2008 CONSOLIDATED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR  
HEMET DEL SOL HOMEOWNERS' ASSOCIATION**

This "CORRECTED 2008 CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS FOR HEMET DEL SOL HOMEOWNERS' ASSOCIATION" (the "Consolidated Declaration") is made on the day and year hereinafter written, by Hemet Del Sol Homeowners Association, a California nonprofit mutual benefit corporation (hereinafter the "Association" and "Declarant" for purposes of the Consolidated Declaration), with reference to the following Recitals which shall be deemed to be part of and incorporated into this Consolidated Declaration by this reference.

**RECITALS**

A. Association is a corporation whose Members are the Owners of all the Residential Lots within that certain real property in the City of Hemet, County of Riverside, State of California, more particularly described below (hereafter "Property"):

Parcels 1, 3 and 4 of Parcel Map 23032 filed in Book 152, Pages 9, 10 and 11 of Parcel Maps, Records of Riverside County, California.

B. The Property consists of two hundred ninety-seven (297) Residential Lots and no Common Area and is commonly referred to collectively as Hemet Del Sol. However, Lots 43-52 of Tract No. 23223, have served as a retention basin, and no residential structure has been built on them.

C. This CORRECTED 2008 CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS is intended to apply to the aforesaid Property and is intended to correct a scrivener's error that inadvertently omitted portions of Section 27 on page 15. Pursuant to a vote of the Members to adopt the 2008 Amendments to the Corrected Amended and Restated Declaration of Restrictions, a new provision was added to Section 27. The existing language of Section 27 was not to be deleted, but due to scrivener's error, was inadvertently omitted in the preparation of the document recorded in the Office of the County Recorder for Riverside County, California, on August 7, 2008 as Document No. 2008-0433746. The inadvertently omitted Section 27(b) is found on page 15. This "CORRECTED 2008 CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS" is therefore recorded to correct said error and supersedes the "2008 Consolidated and Restated Declaration of Restrictions."

D. This Consolidated Declaration is intended to apply to the aforesaid Property and, as more fully described below, it is intended to consolidate and replace numerous previously recorded documents, as more particularly described in Recital H below.

E. The said Property was later subdivided into the following Residential Units or Lots:

Lots 1-103, inclusive, of County of Riverside Tract No. 23052, filed in Book 197, pages 12-15, inclusive, of Maps (hereafter "Tract No. 23052");

Lots 1-133, inclusive, of County of Riverside Tract No. 23223, filed in Book 208, pages 58-61, inclusive of Maps (hereafter "Tract No. 23223");

Lots 1-52, inclusive, of County of Riverside Tract No. 25188, filed in Book 200, pages 74-76, inclusive, of Maps (hereafter "Tract No. 25188"); and

Lots 1-9, inclusive, of County of Riverside Tract No. 26328, filed in Book 229, pages 73-74, inclusive, of Maps (hereafter "Tract No. 26328").

F. Ownership of some portion of all the Property is or has been subject to certain recorded documents, including various covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges, as set forth in the following documents:

1. The DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PARCEL 3 OF PARCEL MAP 23032 AND PARCEL 2 OF PARCEL MAP 23032 IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, CALIFORNIA which was recorded February 1, 1989, as File/Page No. 32707 (described in these Recitals as "1989 Declaration");
2. A DECLARATION OF ANNEXATION which was recorded June 22, 1989 as File/Page No. 206902 (described in these Recitals as "1989 Declaration of Annexation");
3. A FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARCEL 3 OF PARCEL MAP 23032 AND PARCEL 2 OF PARCEL MAP 23032 IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, CALIFORNIA which was recorded September 8, 1989 as File/Page No. 308944 (described in these Recitals as "First Amendment to 1989 Declaration");
4. A Notice of De-annexation for Parcel 3 of Parcel Map No. 23032 and Parcel 2 of Parcel Map No. 23032 which was recorded April 5, 1990 as File/Page No. 124422 (described in these Recitals as "Notice of De-annexation");
5. A "Declaration of Covenants, Conditions and Restrictions for Tract No. 23223 and Portions of Parcel 1 of Parcel Map Number 23032" which was recorded April 5, 1990 as File/Page No. 124423 (described in these Recitals as "1990 Declaration");

6. A Re-Recorded Notice of De-annexation for Parcel 3 of Parcel Map No. 23032 and Parcel 2 of Parcel Map No. 23032 Recorded April 16, 1990 as File/Page No. 137527 (described in these Recitals as “Re-Recorded Notice of De-Annexation”);
7. A Declaration of Annexation which was recorded on March 1, 1991 as File/Page No. 69710 (described in these Recitals as “1991 Annexation of Tract 26328”);
8. An Amended Declaration of Annexation which was recorded on March 26, 1991 as File/Page No. 97825 (described in these Recitals as “Recorded 1991 Annexation of Tract 26328”);
9. A First Amendment to Declaration of Covenants, Conditions and Restrictions for Tract No. 23223, 25188 and 26328 and portions of Map No. 23032 which was recorded July 19, 1994 as File/Page No. 286437 (described in these Recitals as “First Amendment to 1990 Declaration”);
10. A SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARCEL 3 OF PARCEL MAP 23032 AND PARCEL 2 OF PARCEL MAP 23032 IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, CALIFORNIA Recorded September 29,1994 as File/Page No. 378201 (described in these Recitals as “Second Amendment to 1989 Declaration”);
11. A document entitled “Amended and Restated Declaration of Covenants, Conditions and Restrictions for Parcel 3 of Parcel Map No. 23032 and Parcel 2 of Parcel Map No. 23032 which was recorded on May 18, 1995, as File/Page No. 159756 (described in these Recitals as “1995 Amended Declaration No.1”
12. A document entitled “Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tract Numbers 23223, 25188, 26328 and portions of Parcel Map Number 23032” which was also recorded on May 18, 1995, as File/Page No. 159757 (described in these Recitals as “1995 Amended Declaration No. 2”);
13. The CORRECTED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR HEMET DEL SOL HOMEOWNERS’ ASSOCIATION Recorded February 21, 2002 as Document No. 2002-091054 (described in these Recitals as “Corrected Declaration”);
14. The 2002 AMENDMENT TO THE CORRECTED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR HEMET DEL SOL HOMEOWNERS’ ASSOCIATION Recorded May 14, 2002 as Document No. 2002-251842 (described in these Recitals as “2002 Amendment to Corrected Declaration”);

15. The 2008 AMENDMENT TO THE CORRECTED AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR HEMET DEL SOL HOMEOWNERS' ASSOCIATION Recorded June 19, 2008 as Document No. 2008-0333678 (described as 2008 Amendment to Corrected Declaration”);
16. The 2008 CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS FOR HEMET DEL SOL HOMEOWNERS' ASSOCIATION Recorded on August 7, 2008 as Document No. 2008-0433746; and
17. Any other amendments, annexations or other documents affecting the Property as a whole that may appear of Records.

all in the Official Records of the County Recorder of Riverside County.

G. Through a series of amendments to the documents listed in Recital F above, and annexations and de-annexations of property, the Hemet Del Sol Homeowners Association and the Owners of Lots within the Property desired to subject the Property to certain easements, protective covenants, conditions, restrictions, liens, reservations and charges for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The Corrected Declaration was approved by the Hemet Del Sol Homeowners Association and recorded in 2002 in order to correct exhibits and legal descriptions erroneously or ambiguously set forth the 1995 Amended Declaration No. 1 and the 1995 Amended Declaration No. 2. The Property is currently subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges set forth in the Corrected Declaration, the 2002 Amendment to Corrected Declaration, and the 2008 Amendment to Corrected Declaration.

H. Hemet Del Sol Homeowners Association and its Owners and Members now desire to consolidate and restate the various applicable covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges into a single instrument and that, by recording this Consolidated Declaration, the entire Property described in Recital A above shall be subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges contained herein, and that this Consolidated Declaration shall take the place of any and all documents listed in Recital F above and shall relate back in time to recording of the 1989 Declaration or the 1990 Declaration, as the case may be.

I. By their acknowledged signatures below, the undersigned President and Secretary of Hemet Del Sol Homeowners' Association certify that, to the best of their knowledge and belief, the contents of the Consolidated Declaration below were previously approved by the requisite percentages of the Owners and Members of the Association and by the City of Hemet, and that such provisions are, in substance, the same as the provisions found in the Corrected Declaration, the 2002 Amendment to the Corrected Declaration, and the 2008 Amendment to the Corrected Declaration and furthermore that the approval of the City of Hemet is not required for the recording of this document, because it is being recorded to consolidate previously recorded documents and does not involve any matters of substance. The undersigned President and Secretary of Hemet Del Sol Homeowners' Association further certify that there has been no amendment to the covenants,

conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges applicable to the Property by this Consolidated Declaration, and that this Consolidated Declaration is being made only as a convenience for the Owners and Members of Hemet Del Sol Homeowners Association in order to provide a single recorded instrument containing the applicable covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges.

J. As previously set forth in the 1995 Amended Declaration No. 1 and the 1995 Amended Declaration No. 2, the Association includes below the following relevant information contained in the introductory paragraph of the Preamble from said documents.

THE DECLARATION OF BUILDING RESTRICTIONS AND ARCHITECTURAL CONTROL, made the 30<sup>th</sup> day of March 1990, by HERMOSA CONSTRUCTION CORPORATION, doing business as HERMOSA HOMES, a California Corporation (hereinafter referred to as "Developer" or "Grantor") recorded April 5, 1990, as Document number 124423 in the Office of the County Recorder of Riverside County, California, ("Original Declaration") IS HEREBY AMENDED AND RESTATED, IN ITS ENTIRETY, TO READ AS FOLLOWS:

#### PREAMBLE

1. Developer was the original owner of that certain real property ("Properties") located in the City of Hemet, County of Riverside, California, as described in Recital A above.
2. Developer conveyed the Properties, subject to certain easements, protective covenants, conditions, restrictions, liens, reservations and charges as set forth in the Original Declaration referred to above, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Properties and all of which were intended to and do run with the Properties and be binding on all parties having or acquiring any right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.
3. It was the further intention of the Developer to sell and convey residential Lots improved by residential dwelling units specifically designed for use by senior citizens to individual senior citizens, subject to the protective covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes between Developer and such Owners which were set forth in the Original Declaration. The Developer specifically stated in the Original Declaration:

“WHEREAS, in designing and constructing this project the [“Developer”] has provided facilities unique to this project that provide a low maintenance accessible physical environment with provisions for security and emergency health care assistance in a neighborhood community that promotes and assists residents in using local services and facilities to satisfy the special physical and social needs of older people.”

4. As previously set forth in the Certifications at the end of the 1995 Amended and Restated Declaration No. 1 and the 1995 Declaration No. 2, in excess of fifty-one percent (51%) of the recorded Owners have given their written consent to this amendment and restatement of the Original Declaration, all in accordance with the procedures for amendment set forth in the Original Declaration. It is the intention of said Owners to replace the Original Declaration, in its entirety, by the recordation of this Declaration. As so amended and restated, the easements, covenants, conditions, and restrictions set forth herein shall run with the Properties and shall be binding upon all parties having or acquiring any right, title, or interest in Properties or any portion thereof, and shall inure to the benefit of each thereof.

K. This Consolidated Declaration shall take effect when it is recorded in the Official Records of Riverside County, California.

NOW, THEREFORE, the Association hereby declares that all of the Property described in Recital A above and the Residential Units described in Recital E above previously have been and hereafter shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, reservations, rights, and easements set forth in this Consolidated Declaration, as the same may be amended from time to time, all of which are declared and agreed to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property. All provisions of this Consolidated Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon the Property, and shall be binding on and for the benefit of all of the Property and all parties having or acquiring any right, title, or interest in all or any part of the Property, including the heirs, executors, administrators, and assigns of these parties and all subsequent owners and lessees of all or any part of a Residential Unit or Lot, as hereafter defined.

## DECLARATION

### 1. DEFINITIONS

(a) “Articles” shall mean the Articles of Incorporation of the Hemet Del Sol Homeowners’ Association, which are filed in the office of the California Secretary of State (#A439193), as such Articles may from time to time be amended.

(b) “Association” shall mean and refer to the Hemet Del Sol Homeowners’ Association, a California nonprofit mutual benefit corporation (formed pursuant to the Nonprofit Mutual Benefit Corporation Law of the State of California), its successors and assigns. The Association is the successor in interest of all rights, obligations and duties of the Covenant Control Committee named in the Original Declaration.



- (c) “Board” shall mean the Board of Directors of the Association.
- (d) “Bylaws” shall mean Bylaws of the Association, as such Bylaws may be amended by the Members of the Association from time to time.
- (e) “Condition” shall mean a requirement to be met before the performance of something; including but not limited to the requirement of written permission before modifying the exterior of a house or lot.
- (f) “Covenant” shall mean a formal contract between an Owner and the Association to do or keep from doing a specific thing.
- (g) “Domicile” shall mean a person’s permanent dwelling place or principal place of residence, to where, whenever he is absent, he has the intent of returning, as distinguished from a temporary or transient, though actual place of residence.
- (h) “Grantee” or “Owner” shall mean and refer to the record holder or holders of title, if more than one, of a Residential Unit. This shall include any person having a fee simple title to any Residential Unit, and shall not include persons or entities having any interest merely as security for the performance of any obligation.
- (i) “Ownership” shall mean the property interest conveyed by deed to a Grantee, who will then become an Owner.
- (j) “Person” shall mean a natural person, a corporation, a partnership, a trust or other legal entity.
- (k) “Quorum” shall mean the minimum number of members required to be present at an assembly or meeting or casting ballots in an election held in accordance with Section 7315 of the California Corporation Code, before it can validly proceed to transact business. The minimum shall be fifty-one percent (51%) of the Residential Unit Owners.
- (l) “Properties” or “Real Property” shall mean those certain parcels of Real Property as described in Recital (a)i)A above.
- (m) “Residential Unit” or “Lot” shall mean the area for which the Grantee is given fee title. Each Owner’s Lot is depicted and numbered on the Tract maps for the Property, as legally described in recital (a)i)E above.
- (n) “Restrictions” shall mean the limitations, covenants, conditions, restrictions, and easements delineated in this Consolidated Declaration of Covenants, Conditions and Restrictions.
- (o) “Project” or “Real Property” shall mean those certain parcels of Real Property described in Recital (a)i)A above.

2. RESIDENCE AND AGE REQUIREMENTS

(a) Each Residential Unit shall be used as the domicile of the person occupying the Residential Unit, and for no other purpose.

(b) At least one person residing in each Residential Unit must be fifty-five (55) years of age or older. Such person shall be the “qualifying resident” for the Residential Unit. All other persons residing in such Residential Unit must be “qualified permanent residents,” which means a person who meets all of the following requirements:

i) Was residing with the “qualifying resident” prior to the death, hospitalization or other prolonged absence of, or the dissolution of marriage with the “qualifying resident”; and

ii) Was forty-five (45) years of age or older, or was a spouse of co-habitant of the “qualifying resident” or was providing primary physical or economic support to the “qualifying resident”.

Notwithstanding the foregoing, no more than twenty percent (20%) of the occupied dwellings within the Project shall be occupied solely by persons who are not fifty-five (55) years of age or older.

(c) Any person less than fifty-five years of age may temporarily reside as a guest of a “qualifying resident” for a period of not more than sixty (60) days in any calendar year. For the purpose of calculating the sixty (60) day period described in this section, presence in the dwelling for more than 12 hours of a day, or overnight, shall constitute a day’s stay. Notwithstanding the foregoing, if a person determines to occupy the dwelling on a permanent basis, that person shall become a resident, and not a guest, regardless of the length of the stay, and must qualify for residency as defined herein.

(d) Upon the death or dissolution of a marriage, or upon hospitalization, or other prolonged absence of the “qualifying resident”, any “qualifying permanent resident” shall be entitled to continue his or her occupancy, residency, or use of Residential Unit pursuant to the provisions of California Civil Code Section 51.3.

(e) The provisions of this paragraph shall be interpreted and construed in accordance with the provisions of California Civil Code Section 51.3.

(f) Each and all Residential Unit Occupants will provide the Association with personal age declarations and verifications once a year or as frequently as may be required to satisfy State and/or Federal regulations. Declarations shall be on a standard form provided by the Association and verifications shall be a legible copy of birth certificate, driver’s license, DMV Identification, passport or other official document.

(g) Each and all Residential Unit Owners, tenants, residents and occupants will provide such additional information as required by Federal and State regulations for the legal defense of the Association's senior housing status.

(h) All new residents (Ownrs and renters) are required to attend a Hemet Del Sol Board of Directors meeting in the first sixty (60) days of occupying their Domicile within the Project. A member of the Board of Directors, or Hemet Del Sol Committee member, will instruct the new residents on the Hemet Del Sol Bylaws and the Consolidated Declaration. Only two (2) written excused absences from this mandatory orientation are permitted. The Board of Directors may adopt a fine schedule, pursuant to Civil Code section 1357.100 *et seq.*, and any amendments thereto, for non-compliance with this requirement.

### 3. ANNEXATION

Any parcels adjacent or contiguous to any portion of the Real Property described in Recital 1 (a)i)E may be annexed to the Real Property described in Recital 1(a)i)E by a majority of the Owners.

### 4. POWERS AND DUTIES OF THE ASSOCIATION

(a) Hemet del Sol Homeowners' Association, a California nonprofit mutual benefit corporation, (hereinafter referred to as the "Association") shall manage the project.

(b) "Association" shall mean and refer to the Hemet del Sol Homeowners' Association, a California nonprofit mutual benefit corporation (formed pursuant to the Nonprofit Mutual Benefit Corporation Law of the State of California), its successors and assigns. The Association is the successor in interest of all rights, obligations and duties of the Covenant Control Committee named in the Original Declaration.

(c) The Association shall enforce these Covenants, Conditions and Restrictions.

(d) The Association shall obey all State and Federal rules and regulations regarding senior housing.

(e) The Association shall have the right and power to interpret and enforce all Covenants, Conditions and Restrictions, in its sole discretion, exercised in good faith and independently of the Owner's decisions. Association decisions shall be final and legally binding pertaining to the judgments rendered regarding claims of breach of Covenants, Conditions and Restrictions.

(f) The Association shall adopt policies and procedures for the investigation, determination and decisions regarding alleged violations of the Covenants, Conditions and Restrictions. All Association decisions (*e.g.*, architectural rulings) shall be in writing and signed by two members of the Board of Directors.

(g) Unless otherwise specified, enforcement of the covenants, conditions and restrictions set forth herein shall be by proceedings at law or equity brought by any member of the

Association, pursuant to the authorization of the Association, against any person or persons violating or attempting to violate any provision, restriction, condition or covenant, either to restrain the violation or to recover damages. Neither the Grantor, the Association, any member of the Board nor any member of any Committee established by the Board shall be liable because of any action they take, or fail to take, or at all, as a result of these covenants, conditions and restrictions, and Owners of the Residential Units, and each of them, agree jointly and severally to hold members of the Board and members of any Committee established by the Board (now, in the past or in the future) free and harmless and to indemnify them accordingly from any claims and liabilities whatsoever from the operation of this section.

(h) The Association shall at all times carry Directors and Officers Insurance covering all present and past directors, officers, committee members and other volunteers.

(i) If a violation of these covenants, conditions and restrictions occurs and if the Association fails to act pursuant to its powers as set forth in this Consolidated Declaration of Conditions, Covenants and Restrictions to enforce said violations, and after making unsuccessful demand in writing upon said Association to carry out said enforcement by any Residential Unit Owner within this Project, said Owner shall have the right to act as plaintiff in any action against the violating party at said Owner's sole cost and expense, and to recover said cost and expense from the violating party in any legal action said Owner may bring. Said Owner shall also have the right to recover reasonable attorney's fees incurred in bringing legal action against the violating party, as determined by the court.

(j) Each Owner shall pay a fee of Forty Two Dollars and no/100 per year, due January 1 of each year, to the Hemet del Sol Homeowners' Association to cover administrative, legal and other costs incurred by the Association to enforce these Covenants, Conditions and Restrictions. Failure to timely pay said fee shall entitle the Association to the remedies set forth in California Civil Code section 1367.

(k) The Association may determine at its sole discretion a schedule of fines for violations of Covenants, Conditions and Restrictions. The Schedule of Fines shall be published to the members annually.

#### 5. RESIDENTIAL PURPOSES ONLY

Each and every Residential Unit shall be used for residential purposes only, and no building or buildings shall be erected, constructed, altered, maintained or permitted to remain on any of the said Lots other than one detached single-family dwelling with private garage for not more than two cars.

#### 6. NEW BUILDINGS ONLY

No building of any kind shall be moved from any other place onto any of said Lots, or from one Lot onto another Lot without the prior written permission of the Association.

7. HEIGHT LIMIT OF DWELLINGS

No Dwellings shall be more than one story in height without the prior written approval of the Association.

8. PLANS AND SPECIFICATIONS

No buildings or other structures or improvement shall be commenced upon any of said Residential Units until the location and complete plans and specifications including the color scheme of each building, fence and/or wall to be erected upon the Residential Unit have been approved in writing by the Association and no other building shall be located on any Residential Units in front of the setback line as shown on the recorded plot plan.

In the event that the Association, in its sole discretion, fails to approve or disapprove such plans, specifications, design or location within one hundred twenty (120) days after submission to the Association and acknowledgment of receipt thereof by the Association, such approval will not be required and this section will be deemed to have been fully complied with; neither the Grantor nor the Association nor any member thereof shall be responsible for structural inadequacies or other defects of any kind or nature whatsoever in said drawings and specifications and/or in the structure or improvements erected in accordance therewith.

9. EXTERIOR ALTERATIONS AND PAINTING

No alteration shall be made in the exterior design or color of any structure unless such alteration, including any addition, shall have been first approved in writing by the Association.

10. NO SIGNS

No signs of any kind or for any use or purposes whatsoever other than signs of customary dimensions advertising the property for sale shall be erected, posted, pasted, painted or displayed upon any of said Residential Units or upon any building or other structure thereon without the prior written approval of the Association.

11. NO TENTS, SHACKS, ETC.

No tent, shack, trailer, vehicle, basement, garage, patio or outbuilding shall at any time be used on any Lot as a residence or domicile either temporarily or permanently; nor shall any residence of a temporary character be constructed, placed or erected on any Lot.

12. NO WELLS

No well for the production of, or from which there is produced water, oil or gas, shall be operated on any Lot; nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business.

13. ANIMALS

(a) No keeping, raising, and/or breeding of animals of any kind on any Lot shall be allowed except that of household pets such as cats and small dogs; miniature breeds of dogs (not to exceed 14 inches in height) shall be limited to two per Residential Unit. Other dogs (non-miniature breeds) shall be limited to one per Residential Unit. No animal of any kind shall be bred or maintained for any commercial purpose.

(b) Turkeys, geese, chickens, ducks, pigeons, fowl of any kind, goats, rabbits, horses, cows, pot-belly pigs or other animals usually termed "farm animals" shall not be kept or allowed on any Hemet del Sol property or Lot. No homeowner may provide food to animals or fowl (with the exception of hanging bird feeders) where, in the opinion of the Board or its designated representative, to do so would interfere with the community's health or welfare, or with residents' peaceful use and enjoyment of their homes.

(c) Pet owners are responsible for ensuring that their animals do not annoy their neighbors. Dogs barking late at night, or barking incessantly at any time, can and do constitute the definition of a nuisance. Nuisance noise from a dog is defined as barking, yelping, or whining for more than 15 minutes in any one (1) hour period. All dogs within the Hemet Del Sol Properties must be on a secure leash while off their owner's Lot.

(d) A total of two (2) indoor domesticated household cats are allowed on the property of a Hemet Del Sol home, in accordance with this Article. The number of domesticated cats housed as pets in a Hemet Del Sol home prior to enactment of this restriction shall not be affected by this limit; provided however, with respect to the number of domesticated household cats exceeding the stipulated two (2) allowed, a loss of any exceeding the two (2) allowed may not be replaced to allow the two (2) per Lot restriction to come into compliance.

14. CURBSIDE

Parking on any portion of the Lot (except within the enclosed garage located on the Lot), shall be limited to two (2) motor vehicles, *e.g.*, one (1) motor home and one (1) other type of non-commercial motor vehicle, or two (2) cars. All vehicles within the Project which are parked outside the garage must be currently registered, insured and operable. Storage of one (1) recreational boat and trailer safely fitting within the boundaries of the Hemet Del Sol Owner's Lot is permitted. A boat and trailer will count as one (1) vehicle.

15. EXTERIOR LIGHTS

No exterior lighting fixtures shall be installed on any Lot without adequate and proper shielding of fixtures to avoid casting an unreasonable amount of light beyond that Owner's Lot boundaries. The determination of whether a lighting fixture is in violation of this paragraph shall be within the discretion of the Association.

16. GROUND MAINTENANCE

Ground maintenance shall be as follows:

(a) Grass, hedges, shrubs, vines, mass plantings of any type on each Lot shall be kept mowed, trimmed, and cut a regular interval so as to maintain same in a neat and attractive manner. Trees, shrubs, vines, and plants which die shall be promptly removed.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, large articles (*viz.*, those taller than the fence level), inoperable and/or unregistered motor vehicles, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot, which would render it unsanitary, unsightly, offensive, or detrimental to any property in the vicinity thereof, or to the occupants of any such property in the vicinity thereof.

(c) All front yards and side yards visible from the streets shall be satisfactorily landscaped. Any redesign of existing landscaping, or replacement of more than 50% of existing landscaping, requires the prior written consent of the Board or its designated representative, who shall have the right to approve or reject such landscaping, on the basis of aesthetic considerations and impact on neighboring properties.

17. NO COMMERCIAL BUSINESS

No commercial business shall be conducted on any of said Lots, and nothing shall be done upon any Lot which may become an annoyance or nuisance to the neighborhood.

18. ANTENNAS

Mounting of an antenna or satellite dish is to be placed on the rear garage roof fascia area, or on the rear house roof fascia area, or on the side of the house fascia area above Cable TV junction box. No antenna or satellite dish is to be mounted on the front area of a Hemet Del Sol house, unless such placement is the only means of receiving an acceptable quality signal. Antennae and satellite dishes may not exceed thirty (30) inches in total height above the roof ridge line. Satellite dishes may not be installed on a Hemet Del Sol house chimney. Permits for installation of satellite dishes or antennae are not required by the Hemet Del Sol Homeowners' Association.

19. EXTENSION OF CONDITIONS AND RESTRICTIONS

These restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of the Lots or parcels has been recorded wherein they agree to change said covenants, conditions and restrictions in whole or in part, or to terminate said covenants.

20. NOTICE OF CLAIM OF BREACH

The Association may, at any time that it deems a breach of these covenants, conditions and restrictions has occurred, after notice to the alleged Owner and after giving such Owner an opportunity for a hearing, execute, acknowledge and record in the Office of the County Recorder for Riverside County, a Notice of Claim of Breach which describes the Lot or Lots upon which such

breach has occurred, and setting forth the name of the owner or owners thereof. Such notice, upon recordation, shall be notice to all persons of such breach.

21. FAILURE TO COMPLY WITH ORDER OF THE ASSOCIATION

In the event of the failure of any Owner to comply with a written directive or order from the Association, the Association shall have the right and authority to perform the subject matter of such directive or order and all costs, expenses and attorney's fees incurred as a result of such enforcement or performance shall be charged to the Owner in question and may be recovered by the Association in an action at law against such individual Owner.

22. NOTICES

Any notice permitted or required to be delivered as provided herein may be delivered personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, by certified mail, addressed to each such person at the last known residence or domicile address of such person.

23. PAINTING, MAINTENANCE AND REPAIRS

In the event that the Association, in its sole discretion, determines that painting, maintenance or repair (hereinafter "work") of a Unit or yard is reasonably necessary to preserve the appearance and value of said Unit or an adjacent Residential Unit or yard, the Association shall give written notice of the necessity of such work to the Owner of such Unit or yard, in which event said Owner shall be obligated, at his sole cost and expense, to perform said work.

24. ACCESS TO SLOPES OR DRAINWAYS

Each Grantee of a Residential Unity agrees for himself, his assigns, heirs or successors in interest, that he will permit access by owners of adjacent Lots to slopes or drainage ways located on his property which affect said adjacent Lots, when such access is essential for the maintenance of permanent stabilization on said slopes, or for maintenance of the drainage facilities for the protection and use of property other than the Lot on which the slopes or drainage way is located.

25. DRAINAGE

Each Grantee of a Residential Unit agrees for himself and his assigns that he will not, in any way, interfere with the established drainage pattern of his Lot from adjacent Lots or other Lots in said Project or that he will make adequate provisions for property drainage in the event it is necessary to change the established drainage over his Lot. For purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of said Project, including landscaping of each Lot in the Project, was completed by the Grantor.

26. NON-PERMITTED USES

The Units shall be occupied and shall be used as follows:



(a) Nothing shall be done or kept in any Residential Unit which would be in violation of any law.

(b) No obnoxious or offensive activity shall be carried on in any Residential Unit, nor shall anything be done therein which may be or becomes an annoyance or nuisance to the other owners.

(c) Nothing shall be done in any Residential Unit which would impair the structural integrity of the building or which would structurally change building, except as is otherwise provided herein.

(d) No living unit shall be erected on any Lot resulting from rearrangement or resubdivision of original Lots.

(e) The acceptance by any person of a deed, lease or other instrument of transfer, which sets forth or incorporates by reference the restrictions set forth herein, or which is in the chain of title, including judicial foreclosures, trustee's sale, and tax sales derived from any deed of trust or other instrument of transfer which set forth or incorporates these restrictions, shall be deemed an acceptance of all such restrictions. The burden of and obligation to perform in accordance with a sale of any Residential Unit pursuant to such deed or other instrument of transfer shall be deemed an agreement by such person that Grantor and each of the other Owners of Residential Units are entitled to enforce all such restrictions.

## 27. DAMAGE AND DESTRUCTION

(a) In the event of a fire, earthquake, or other event causing damage to the roof tiles of a Hemet Del Sol home, replacement roofing must be roof tile of like construction and color as the original. There will be no asphalt shingle roofing applied to any Hemet del Sol house. Any changes of construction material of the roof tiles (cement, clay, plastic, etc.) must be first approved by a majority vote of the Hemet Del Sol Homeowners' Association Board of Directors. The application of solar panels on a Hemet Del Sol house will not require a permit from the Hemet del Sol Architectural Committee. Hemet Del Sol Owners are responsible to determine the structural capabilities of their own roofs for a solar panel application.

(b) If any Residential Unit is damaged by fire or other casualty, the insurance proceeds, if any, shall be paid jointly to Owner and any mortgagee with a first lien on the security. Said insurance proceeds are to be used for the purpose of repairing and/or reconstructing the Residential Unit. Owner covenants and agrees to have any damage or destruction to any Residential Unit repaired within a reasonable period of time after the occurrence of the damage, and to pay any costs of repair not covered by said insurance proceeds.

## 28. WAIVER

No delay or omission in the enforcement of these restrictions shall impair the enforcement thereof or be construed as a waiver. The consent to or approval of any act not in compliance with these restrictions shall not be deemed to constitute a waiver of the requirement of compliance therewith. Any such waiver must be in writing by the Association and must be by unanimous vote of the Board. The Board may make no waiver that would violate of any federal, state or local law

or ordinance. Any such waiver obtained pursuant to this section shall not be deemed a subsequent waiver of the same or any other provision of these restrictions.

29. INTERPRETATION

The provision of these covenants, conditions, and restrictions shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the Real Property and improvements thereon.

30. OWNERSHIP CHANGES BY SALE OF PROPERTY

Each Owner, in the event of the sale of his Residential Unit, shall furnish the Association with written notice of such sale transaction within ten (10) days of the date set for close of escrow, which notification shall include the date of close of escrow and the name and address of the purchaser. Each Owner shall, as soon as practicable before transfer of title or execution of a real property sales contract for the sale or conveyance of a Residential Unit, provide a copy of this Consolidated Declaration of Covenants, Conditions and Restrictions to the prospective purchaser.

31. PROTECTION FOR MORTGAGEES & TITLE INSURANCE COMPANIES

The owner of any encumbrance made for value on any said Residential Unit or Units and any corporation insuring the lien of such encumbrance may conclusively presume that no breach exists under these covenants, conditions and restrictions provided such encumbrance is recorded in the Office of the County Recorder of Riverside County prior to the recordation of any Notice of Claim of Breach, anything contained herein to the contrary notwithstanding.

PROVIDED, however, that a breach of any of the foregoing covenants, conditions and restrictions, shall not affect, impair, defeat or render invalid the lien, charge or encumbrance of any mortgage or deed of trust made for value which may then exist upon said land, which said mortgage or deed of trust shall be, and is hereby declared to be, a prior and superior lien to the rights in favor of any person or persons under and by virtue of these covenants, conditions and restrictions; provided, however, that in the event of a foreclosure of any such mortgage or trust deed, or if the owner of a note secured by such mortgage or trust deed acquires title to said land in any manner whatsoever in satisfaction of indebtedness, then any purchaser at the foreclosure or trustee's sale, shall immediately upon said acquisition become subject to each and all of the restrictions and rights herein contained, but free from the effects of any breach occurring prior thereto.

32. NO LIABILITY

No member of the Association shall be personally liable for any action taken in good faith pursuant to these restrictions.

33. AMENDMENT

These restrictions may not be terminated or amended in any respect without the prior written consent of at least fifty-one (51%) of a quorum of the recorded Owners and may not be terminated or amended with respect to matters of substance without the consent of the city of Hemet or its successor in interest. An amendment with requisite approval shall be effective upon recordation in

the Office of the Recorder of Riverside County, California;

EXCEPTING however:

The RESIDENCY AND AGE REQUIREMENTS, Paragraph 2, above, shall not be amended except by a vote of fifty-one percent (51%) of the total homeowners.

34. SEVERABILITY

The provisions hereof shall be deemed independent and severable; the invalidity, partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

35. SINGULAR AND PLURAL

The singular and plural number and masculine, feminine, and neuter gender shall each include the other where the context requires.

36. ATTORNEY'S FEES

Should legal action be instituted as a result of any claim or breach as described in Paragraph 21, above, or any restriction contained herein, the prevailing party shall be entitled to receive costs of suit and such sum for attorney's fees as the Court deems reasonable.

37. PROJECT ZONING

Grantor affirmatively states that the Real Property, as described in Exhibit "A" has received SLR (Small Lot Residential) zoning from the city of Hemet.

38. INFORMING HEIRS

Each Residential Unit Owner who plans to transfer his property to an heir or heirs shall inform the heir or heirs of these Covenants, Conditions and Restrictions prior to the time of inheritance.

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IN WITNESS WHEREOF, the undersigned have executed this "Corrected 2008 Consolidated and Restated Declaration of Restrictions for Hemet Del Sol Homeowners' Association", on 10/10/08, 2008.

ASSOCIATION:  
**HEMET DEL SOL HOMEOWNERS ASSOCIATION,**  
a California nonprofit mutual benefit corporation .

By: Robert Jungbluth  
President

By: Gladys Muhr  
Gladys Muhr, Secretary

*[Acknowledgments Follow on the Next Page]*

## NOTARY ACKNOWLEDGMENT

State of California )  
 ) ss.  
 County of Riverside )

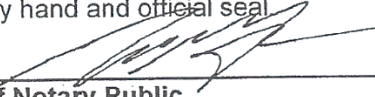
On October 10, 2008 before me, Maria Montejano Garcia, Notary Public  
Date Name & Title of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared Robert K. Jungbluth, Gladys C. Muhr

Name(s) of Signer(s) Handwritten / Spelled Out

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the 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  
  
 \_\_\_\_\_  
 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 the form to another document*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
 Document Date: \_\_\_\_\_, Number of Pages \_\_\_\_\_ and list Signer(s) Other Than  
 Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

<b>Signer's Name:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer: Title(s): _____ <input type="checkbox"/> Partner -- <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other _____ <input type="checkbox"/> Signer is Representing: _____ _____	<b>Right Thumbprint Of Signer</b>     
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<b>Signer's Name:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer: Title(s): _____ <input type="checkbox"/> Partner -- <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other _____ <input type="checkbox"/> Signer is Representing: _____ _____	<b>Right Thumbprint Of Signer</b>     
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Exhibit "A"

Lots 1-9, inclusive, of County of Riverside Tract No. 26328, filed in Book 229, pages 73-74, inclusive, of Maps, Official Records of the County Recorder of Riverside County, California.



**FIRST AMENDMENT TO THE  
CORRECTED 2008 CONSOLIDATED AND RESTATED  
DECLARATION OF RESTRICTIONS FOR  
HEMET DEL SOL HOMEOWNER'S ASSOCIATION**

This "FIRST AMENDMENT TO THE CORRECTED 2008 CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS FOR HEMET DEL SOL HOMEOWNERS' ASSOCIATION" (the "First Amendment") is made on the day and year hereinafter written, by Hemet Del Sol Homeowners Association, a California nonprofit mutual benefit corporation (hereinafter the "Association" and "Declarant" for purposes of the First Amendment), with reference to the following Recitals which shall be deemed to be part of and incorporated into this Consolidated Declaration by this reference.

**RECITALS**

A. The Association is a corporation whose Members are the Owners of all the Residential lots within that certain real property in the City of Hemet, County of Riverside, State of California, more particularly described below (hereafter "Property"):

Parcels 1, 3 and 4 of Parcel Map 23032 filed in Book I52, Pages 9, 10, and 11 of Parcel Maps, Records of Riverside County, California.

B. The Property consists of two hundred ninety-seven (297) Residential Lots and no Common Area and is commonly referred to collectively as Hemet Del Sol. However, Lots 43-52 of Tract No. 23223 have served as a retention basin and no residential structures have been built on them.

C. The said Property was later subdivided into the following Residential Units or Lots:

Lots 1-103, inclusive, of county of Riverside Tract No. 23052, filed in Book 197, pages 12-15, inclusive, of Maps (hereafter "Tract No. 23052");

Lots 1-133, inclusive, of county of Riverside Tract No. 23223, filed in Book 208, pages 58-61, inclusive of Maps (hereafter "Tract No.23223");

Lots 1-52, inclusive, of county of Riverside Tract No. 25188, filed in Book 200, pages 74-76, inclusive, of Maps (hereafter "Tract No. 25188"); and

Lots 1-9, inclusive, of county of Riverside Tract No. 26328, filed in Book 229, pages 73-74, inclusive, of Maps (hereafter "Tract No. 26328").

D. This FIRST AMENDMENT TO THE CORRECTED 2008 CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS is intended to apply to the aforesaid Property and amends that 2008 Consolidated and Restated Declaration.



E. By their acknowledged signatures below, the undersigned President and Secretary of Hemet Del Sol Homeowners' Association certify that, to the best of their knowledge and belief, the contents of the First Amendment to the 2008 Consolidated Declaration below were previously approved by the requisite percentages of the Owners and Members of the Association and furthermore that the approval of the City of Hemet is not required for the recording of this document because it is recorded to bring the Declaration into conformity with the existing law and does not involve any matters of substance.

F. This First Amendment to the 2008 Consolidated Declaration shall take effect when it is recorded in the Official Records of Riverside County, California.

NOW, THEREFORE, the Association hereby declares that all of the Property described in Recital A above and the Residential Units described in Recital C above previously have been and hereafter shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, reservations, rights, and easements set forth in the 2008 Consolidated Declaration, as amended by this First Amendment, and as the same may be amended from time to time, all of which are declared and agreed to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property. All provisions of this First Amendment to the 2008 Consolidated Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon the Property, and shall be binding on and for the benefit of all of the Property and all parties having or acquiring any right, title, or interest in all or-any part of the Property, including the heirs, executors, administrators, and assigns of these parties and all subsequent owners and lessees of all or any part of a Residential Unit or Lot, as hereafter defined.

#### **AMENDMENT**

Section 4, Paragraph (k), is hereby deleted in its entirety and replaced with the following:

(k) Each Owner shall pay a regular assessment in an amount as may be determined by the Board of Directors, due on January 1 of each year, to the Hemet Del Sol Homeowners' Association to cover administrative, legal and other costs incurred by the Association to enforce these Covenants, Conditions and Restrictions. Failure to timely pay said fee shall entitle the Association to the remedies set forth in California Civil Code Sections 5650 and following. Any regular assessments determined by the Board of Directors shall not be more than 20% (twenty percent) greater than the regular assessments for the preceding fiscal year, without the approval of a majority of a quorum of the Members.

IN WITNESS WHEREOF, the undersigned have executed this "FIRST AMENDMENT TO THE CORRECTED 2008 CONSOLIDATED AND RESTATED DECLARATION OF

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///

RESTRICTIONS FOR HEMET DEL SOL HOMEOWNERS' ASSOCIATION" on \_\_\_\_\_, 2014

**HEMET DEL SOL HOMEOWNER'S ASSOCIATION,**  
a nonprofit mutual benefit corporation

By: \_\_\_\_\_  
Jane Cooper, President

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

State of California        )  
County of Riverside        )

On \_\_\_\_\_, 2014, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, 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 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.

\_\_\_\_\_  
Signature of Notary

**SECOND AMENDMENT TO THE  
CORRECTED 2008 CONSOLIDATED AND RESTATED  
DECLARATION OF RESTRICTIONS FOR  
HEMET DEL SOL HOMEOWNER'S ASSOCIATION**

This "SECOND AMENDMENT TO THE CORRECTED 2008 CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS FOR HEMET DEL SOL HOMEOWNERS' ASSOCIATION" (the "Second Amendment") is made on the day and year hereinafter written, by Hemet Del Sol Homeowners Association, a California nonprofit mutual benefit corporation (hereinafter the "Association" and "Declarant" for purposes of this Second Amendment), with reference to the following Recitals which shall be deemed to be part of and incorporated into this Consolidated Declaration by this reference.

**RECITALS**

A. The Association is a corporation whose Members are the Owners of all the Residential lots within that certain real property in the City of Hemet, County of Riverside, State of California, more particularly described below (hereafter "Property"):

Parcels 1, 3 and 4 of Parcel Map 23032 filed in Book I52, Pages 9, 10, and 11 of Parcel Maps, Records of Riverside County, California.

B. The Property consists of two hundred ninety-seven (297) Residential Lots and no Common Area and is commonly referred to collectively as Hemet Del Sol. However, Lots 43-52 of Tract No. 23223 have served as a retention basin and no residential structures have been built on them.

C. The said Property was later subdivided into the following Residential Units or Lots:

Lots 1-103, inclusive, of county of Riverside Tract No. 23052, filed in Book 197, pages 12-15, inclusive, of Maps (hereafter "Tract No. 23052");

Lots 1-133, inclusive, of county of Riverside Tract No. 23223, filed in Book 208, pages 58-61, inclusive of Maps (hereafter "Tract No.23223");

Lots 1-52, inclusive, of county of Riverside Tract No. 25188, filed in Book 200, pages 74-76, inclusive, of Maps (hereafter "Tract No. 25188"); and

Lots 1-9, inclusive, of county of Riverside Tract No. 26328, filed in Book 229, pages 73-74, inclusive, of Maps (hereafter "Tract No. 26328").

D. This SECOND AMENDMENT TO THE CORRECTED 2008 CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS is intended to apply to the aforesaid Property and amends that 2008 Consolidated and Restated Declaration which was recorded on October 20, 2008 under document number 2008-0560813 in the official records of Riverside County, California.

E. By their acknowledged signatures below, the undersigned President and Secretary of Hemet Del Sol Homeowners' Association certify that, to the best of their knowledge and belief, the contents of this Second Amendment to the 2008 Consolidated Declaration below were previously approved by the requisite percentages of the Owners and Members of the Association and furthermore that the approval of the City of Hemet is not required for the recording of this document.

F. This Second Amendment to the 2008 Consolidated Declaration shall take effect when it is recorded in the Official Records of Riverside County, California.

NOW, THEREFORE, the Association hereby declares that all of the Property described in Recital A above and the Residential Units described in Recital C above previously have been and hereafter shall continue to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, reservations, rights, and easements set forth in the 2008 Consolidated Declaration, as amended by this Second Amendment, and as the same may be amended from time to time, all of which are declared and agreed to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property. All provisions of this Second Amendment to the 2008 Consolidated Declaration shall constitute covenants running with the land and enforceable equitable servitudes upon the Property, and shall be binding on and for the benefit of all of the Property and all parties having or acquiring any right, title, or interest in all or-any part of the Property, including the heirs, executors, administrators, and assigns of these parties and all subsequent owners and lessees of all or any part of a Residential Unit or Lot, as hereafter defined.

## **AMENDMENT**

The following new Section 2.1 is hereby added between the current Section 2 and Section 3:

### **2.1 LIMITS ON LEASED PROPERTIES**

- (a) Members of the Hemet Del Sol Homeowner's Association have determined that the increasing number of renter-occupied units has impaired the senior residential nature of the community (difficult to enforce age restriction, decreased volunteerism, and poor social interaction) and increased the cost of administration (increased parking, increased CC&R and association building code violations, and increased crime). Therefore the members have determined to limit the number of properties leased at any one time to a maximum of 20% (rounded to the nearest whole unit at 59) of the total development (297 units), which percentage shall include those units rented at the time of recordation of this Amendment; provided however, the Board of Directors, in its discretion, may from time to time, for good cause (e.g. temporary work-related transfers, temporary hospitalization), allow additional properties to be leased.

(b) Definitions :

- i) "Lease" or "rent." For the purposes of this Section 2.1 "Lease" and "Rent" shall be defined as an agreement, whether written, verbal, or implied in fact, between a title holder and any other person to allow the non-title-holder to occupy, possess, live in, reside in, or dwell in a Residential Unit. This specifically includes any lease or rental agreement under which no payments are made from the occupant or tenant to the title holder (i.e., zero-rent or gratuitous leases). "Lease" and "rent" specifically do not include situations in which a title holder continues to reside in the Residential Unit with the non-title holder.
- ii) "Reside." For the purposes of this Section 2.1, and as the term refers to the holder of title to a Residential Unit, "Reside" shall be defined as that title holder dwelling in that residential unit at least 183 days in each calendar year.
- iii) "Reside." For the purposes of this Section 2.1, and as the term refers to a person not holding title to a Residential Unit, "Reside" shall be defined as that person living in the rental unit for more than 60 days (whether or not consecutive) in one calendar year.

(c) At the commencement of each calendar year, and no later than January 31, the Owner of a Residential Unit shall notify the Association of the Owner's intention to either attempt to lease the Residential Unit to a third person, or to continue leasing the Residential Unit to a third person.

(d) *Rental Limit Exemptions.*

- i) All Residential Units which are owned before the date of recording of this Amendment (defined as "Exempt Units") are exempt from the 20% restriction contained in Paragraph (a), as required by Civil Code §4740.
- ii) An Exempt Unit shall remain exempt from the numerical limits of this Section 2.1, subsection (a) upon sale or transfer of ownership if such sale or transfer is an "Exempt Transfer". An Exempt Transfer is one that meets the requirements of California Civil Code section 4740(c), specifically:
  - 1) If the transfer is a transaction not considered a transfer of ownership for reassessment purposes under section 62 of the Revenue & Taxation Code; or
  - 2) If the transfer:
    - 1. Is made pursuant to an order of a probate court in the administration of a decedent's estate,
    - 2. Is from one co-owner to one or more other co-owners,

3. Is made to a spouse or a person or persons in the lineal line of consanguinity of one or more of the transferors, or
  4. Is between spouses resulting from a judgment of dissolution of marriage or of legal separation or from a property settlement incidental to that judgment.
- iii) An Exempt Unit shall lose its exemption on any sale or other transfer of ownership other than one of the types mentioned in ii) above.
- (e) *Rental Pool.*
- i) Commencing with the date of recordation of this Amendment, the Association shall compile a list of all Residential Units that are rented. This list of rented Residential Units shall comprise the initial Rental Pool for the purposes of this Section 2.1.
  - ii) No Residential Unit shall be rented or leased unless it is in the Rental Pool.
  - iii) Any Owner wishing to lease or rent his Residential Unit shall apply to the Association for inclusion into the Rental Pool.
    - 1) If the number of Units in the Rental Pool is below the maximum allowed in subsection (a) above, and all other requirements are met, the property shall be added to the Rental Pool and Owner may proceed to rent or lease it.
    - 2) If the number of Units in the Rental Pool is at or above the maximum allowed in subsection (a) above, the Owner shall be so notified and the Unit placed on a waiting list for inclusion in the Rental Pool. Units on the waiting list shall be moved into the Rental Pool as space becomes available on a first-come, first-served basis.
  - iv) Units shall be removed from the Rental Pool upon the following conditions:
    - 1) When an Exempt Rental Unit is conveyed, transferred, or sold in a transaction that is not an Exempt Transfer under subsection (c), paragraph ii) above.
    - 2) When Owner occupies the Unit as his or her primary personal residence.
- (f) All Residential Units which the owner proposes to lease with an initial commencement after the date of recordation of this Amendment, and all renewals of such agreements shall be first submitted to the Board of Directors for approval or disapproval. This Declaration shall not prevent an owner from leasing or renting his or her Separate Interest, subject to the provisions in this Section 2.1, and further provided that such lease is for a period of at least thirty (30) days and is in writing.
- (g) Any agreement for leasing or renting of a Residential Unit (hereinafter "Lease") shall provide that the terms of such Lease shall be subject in all respects to the provisions

of this Declaration, as amended, and other Governing Documents of the Association.

- (h) The new rules and regulations shall not apply to force an owner to terminate a tenancy existing at the date of recordation of this Amendment (unless the tenant is in violation of the Governing Documents).
- (i) All Residential Units must be registered with the City of Hemet as rental properties as required by relevant City ordinances and regulations.
- (j) No owner who obtains his or her ownership of a Residential Unit shall enter into a lease agreement, or other similar conveyance of use of a unit during the first twelve (12) months of ownership of that unit.
- (k) When a leased Unit is sold by an owner or otherwise transferred in a Non-Exempt Transfer, the property shall be sold as an owner-occupied dwelling and is no longer eligible for lease until the conditions of this Section 2.1 are met.
- (l) Any lease agreement shall provide that failure by the lessee thereunder to comply with the terms of the Governing Documents shall be a material default under the Lease.
- (m) No owner may lease less than the entire Separate Interest.
- (n) Any owner who leases his Separate Interest shall be responsible for assuring compliance by such owner's lessee with this Declaration and other Governing Documents of the Association.
- (o) Nothing in this Section 2.1 shall alter, amend, or affect any of the age or age-related qualifications for residence in the Hemet del Sol development as stated in the Association's Governing Documents.
- (p) The Association may promulgate rules and regulations concerning the leasing of property within the development.

IN WITNESS WHEREOF, the undersigned have executed this "SECOND AMENDMENT TO THE CORRECTED 2008 CONSOLIDATED AND RESTATED DECLARATION OF RESTRICTIONS FOR HEMET DEL SOL HOMEOWNERS' ASSOCIATION" on \_\_\_\_\_, 2015

**HEMET DEL SOL HOMEOWNER'S ASSOCIATION,**  
a nonprofit mutual benefit corporation

By: \_\_\_\_\_  
Jane Cooper, President

By: \_\_\_\_\_

\_\_\_\_\_, Secretary

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 \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, 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 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.

\_\_\_\_\_  
Signature of Notary