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**FIRST AMENDMENT TO THE
THIRD AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HIGHLAND SPRINGS COUNTRY CLUB OWNERS' ASSOCIATION, INC.**

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, 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.

**FIRST AMENDMENT TO THE
THIRD AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HIGHLAND SPRINGS COUNTRY CLUB OWNERS' ASSOCIATION, INC.**

RECITALS

A. This *First Amendment to the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Highland Springs Country Club Owners' Association, Inc.*, ("Amendment") is made as of the date of recordation hereof by Highland Springs Country Club Owners' Association, Inc., ("Association"), a California nonprofit mutual benefit corporation.

B. The Association's members consist of all of the record owners of that certain development located in the unincorporated area of Cherry Valley, County of Riverside, State of California, known as Highland Springs Country Club Owners' Association, which is more particularly described as follows:

Lots 1 through 289, inclusive; Common Area Lots 290 through 296, inclusive; Lots A through J, Inclusive; Lot L; Lot O; Lot P; Lot Q; and Lots S through V, inclusive, all part of Tract No. 14209-1, as shown by Map recorded in Book 133, Pages 33 through 38, inclusive, of Maps in the Office of the Recorder of Riverside County, California.

Lots 29 through 41, inclusive, of Glen Eyrie Heights, as shown by map on file in Book 8, Page 76, of Maps, Records of Riverside County, California. Excepting from Lots 39, 40 and 41, that portion thereof lying northeasterly of the following described line: Beginning at the center line intersection of Cherry Valley Boulevard and Highland Springs Avenue as shown on Map of Tract 4636-1, as shown by map on file in Book 77, Pages 90 through 98, inclusive, of Maps, records of Riverside County, California; Thence south 46° 25' 52" East, a distance of 1, 781.43 feet to a point on the east line of Lot 39 in said Glen Eyrie Tract, said point being the southeast terminus of said line being described. Also excepting therefrom all that portion lying within Tract 14209-1, as shown by Map on file in Book 133, Pages 33 through 38, inclusive, of Maps, records of Riverside County, California, as amended by Certificate of Correction recorded January 12, 1984 as Instrument No. 7119 of Official Records of Riverside County, California.

The northerly 60 feet of Lot 3 in Block C of Highland Acres, as shown by map on file in Book 6, Page 33 of Maps, records of Riverside County, California. Said Property is also shown as portion of the northwest quarter of the northwest quarter of Section 36, Township 2 South, Range 1 West, San Bernardino Base and Meridian, by exclusion map recorded June 9, 1960 as Instrument No. 51500 of Official Records of Riverside County, California..

C. The Property is subject to the *Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Highland Springs Country Club Owners' Association, Inc.*, recorded on April 27, 2018 as Document/Instrument No. 2018-0164431 in the official records of the Riverside County Recorder (the "Declaration").

D. The Declaration, at Article XV, provides that the Association's Board of Directors shall have the power to amend the Declaration without Member approval, upon adoption of a Board resolution authorizing such amendment, if such amendment is: "(1) permitted by the law to be adopted by the Board without Member approval; (2) required under any law; and/or (3) to correct a cross-reference in this Restated Declaration to the Davis-Stirling Act or another law that was repealed and continued in a new provision." The undersigned President and Secretary of the Association certify that the following amendments were approved by the Board, pursuant to a written resolution attached hereto and incorporated herewith, and that these amendments are required by law as set forth herein below.

E. Pursuant to Civil Code § 4741(f), effective January 1, 2021:

A common interest development shall comply with the prohibition on rental restrictions specified in this section on and after January 1, 2021, regardless of whether the common interest development has revised their governing documents to comply with this section. However, a common interest development shall amend their governing documents to conform to the requirements of this section no later than December 31, 2021.

F. The Association's Board of Directors ("Board") has determined that it is in the best interests of the Association to amend the Declaration pursuant to this First Amendment.

G. Capitalized terms used in this Amendment shall have the same meaning given to them under the Declaration, unless otherwise defined herein.

NOW, THEREFORE, the Declaration shall be amended as follows:

1. Amendment to Article VI, Section 6.5 of the Declaration.

Article VI, Section 6.5 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 6.5 - Leasing of Lots.**(a) General.**

The rental or leasing of any Lot shall be subject to the provisions of this Section 6.5. When the term "rent" is used in this Section 6.5, it shall be deemed to mean and include the rental and/or leasing of a Lot.

(b) Restriction on Number of Lots Leased.

- (1) No more than twenty-five percent (25%) of the Lots in the Development shall be rented at any time (the "Leasing Cap").**
- (2) An Owner desiring to rent his or her Lot may submit to the Board a written request for approval to rent. No Owner shall rent his or her Lot prior to receiving written approval from the Board.**
 - (A) The Board shall respond to any Owner's written request for approval to rent the Owner's Lot within fifteen (15) days of the Board's receipt of such request. If the Board does not respond to the Owner's written request at the Owner's last known address of record within this time period, permission to rent shall be deemed to have been denied by the Board.**
 - (B) The Board shall deny an Owner's request for approval to rent the Owner's Lot if the number of rented Lots, plus the number of Lots for which other Owners have received Board approval to rent but which are not yet rented, plus the Owner's Lot (the "Leased Lot Calculation") exceeds twenty-five percent (25%) of the Lots in the Development. If the Leased Lot Calculation does not exceed twenty-five percent (25%) of the Lots in the Development, the Board shall grant an Owner's request for rental approval.**
 - (C) In the event an Owner's request for approval to rent is denied, the Owner shall be placed on a waiting list maintained by the Association, and the Owner shall be given an opportunity to rent his or her Lot when such Owner's name is first on the waiting list and the Leased Lot Calculation no longer exceeds twenty-five percent (25%) of the Lots in the Development.**
 - (D) If an Owner who has been approved to rent his or her Lot fails to rent his or her Lot within ninety (90) days of the date of rental approval, the Owner's written approval to rent from the Board shall expire. In such event, the Owner shall be required to submit a new written request to rent his or her Lot in accordance with the foregoing provisions.**

- (E) If a Lease for an approved rental of an Owner's Lot expires or terminates and the Owner does not enter into a new Lease for the Owner's Lot within ninety (90) days of the expiration or termination of the prior Lease, the Owner's written approval to rent shall expire. In such event, the Owner shall be required to submit a new written request to rent his or her Lot in accordance with the foregoing provisions.
- (3) Prior to renting his or her Lot (after approval for rental has been given by the Association), the Owner shall provide the Association verification of the date the Owner acquired title to the Lot and the name and contact information of the prospective Tenant or the prospective Tenant's representative.
- (c) Lease Requirements.
- (1) Subject to the Leasing Cap and the provisions of this Section 6.5, an Owner may rent his or her Lot pursuant to a Lease that is: (A) in writing; (B) for a term of at least thirty (30) days (the "Minimum Lease Term"); and (C) subject in all respects to the Governing Documents, including, but not limited to, the Declaration. An Owner who rents his Residence shall: (1) promptly notify the Association in writing of the names of all Tenants and members of a Tenant's Family occupying such Residence; (2) prior to a Tenant moving into the Owner's Lot, or upon request by the Association at any time, provide a copy of any fully executed Lease to the Association; and (3) promptly notify the Association of the address and telephone number where such Owner may be reached.
- (2) The Lease shall include a statement that any failure by the Tenant to comply with the Governing Documents will constitute a default under the Lease. The following paragraph, or a substantially similar paragraph, shall be included in each Lease:

In accepting this Lease, Tenant acknowledges that Tenant has received, read, and understands the Third Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Highland Springs Country Club Owners' Association, Inc. and the rules, regulations, and policies of Highland Springs Country Club Owners' Association, Inc. (the "Governing Documents"). Tenant agrees to comply with the terms of the Governing Documents, and acknowledges that any failure by Tenant, or Tenant's family members, social guests, houseguests, servants, employees, or agents, to comply with the terms of the Governing

Documents shall constitute a default under this Lease and may result in the early termination of this Lease.

- (3) No less than the entirety of a Lot may be rented under a Lease, or otherwise.
 - (4) Notwithstanding anything to the contrary contained herein, if an Owner utilizes any portion of the Lot as the Owner's primary residence, the Lot shall not be counted as occupied by a tenant for purposes of the Leased Lot Calculation and shall not be subject to the Leasing Cap.
 - (5) No sub-rental of a Lot shall be permitted, and no Lot may be used for vacation rentals (for example only, listed on Airbnb, VRBO or a similar website) or rented to a corporate housing company.
 - (6) Each Owner shall be responsible for any and all violations of the Governing Documents committed by any Tenant of the Owner's Lot. If any Tenant of a Lot violates the Governing Documents, the Association may bring an action in its own name and/or in the name of the Lot Owner to have the Tenant evicted and/or to recover damages; a court may find a Tenant guilty of unlawful detainer despite the fact that an Owner may not be the plaintiff in the action and/or the Tenant is not otherwise in violation of the Lease. If permitted by law, the Association may recover all costs, including, without limitation, attorneys' fees and costs, in prosecuting any unlawful detainer action against a Tenant of a Lot pursuant to the foregoing provisions. The remedies described in this subsection are not exclusive and are in addition to any other remedies available to the Association by law, in equity, and/or by the authority of the Governing Documents, including, but not limited to, the Declaration.
 - (7) Each Owner shall be deemed to have agreed to save, hold harmless, indemnify, and defend the Association and its Directors, officers, agents, representatives, and employees from and against any and all claims, demands, actions, causes of action, liabilities, damages, and expenses arising out of, or incurred as a result of, the rental/leasing of the Owner's Lot, together with all costs, expenses, and attorneys' fees resulting therefrom.
- (d) Exemptions; Enforcement.
- (1) Upon application by an Owner to rent his or her Lot, the Board shall be authorized and empowered, in its sole and reasonable discretion, to grant a hardship exemption for the Owner with respect to the Leasing Cap and/or the Minimum Lease Term. For purposes of this subsection, a "hardship" shall be defined as the need of an Owner to rent his or her Lot as a result of an unforeseeable event and/or because enforcement of the Leasing Cap

and/or Minimum Lease Term against the Owner could reasonably subject the Owner to suffer a severe financial difficulty.

- (2) If an Owner rents his or her Lot in violation of the provisions of this Section 6.5, the Owner shall be subject to disciplinary measures, including, but not limited to: (A) a monetary penalty in an amount to be determined by the Board; (B) other disciplinary measures; and/or (C) a Reimbursement Assessment in an amount equal to the costs incurred by the Association related to addressing such violation, including, without limitation, attorneys' fees and costs, irrespective of whether the Association is able to obtain a court order to evict the Tenant or otherwise effectuate the legal eviction of the non-compliant Tenant from the Owner's Lot.
- (3) Notwithstanding anything to the contrary contained in this Section 6.5, the Leasing Cap shall not apply to: (A) any Owner exempted from the Leasing Cap under the Davis-Stirling Act; and (B) the Association. Further, the Minimum Lease Term shall not apply to any Lease in effect as of the recordation date of the Declaration.

(e) **Prohibition of Time-Sharing.**

At no time may any Owner allow his Lot to be rented, subleased, occupied, or used for or in connection with any time-sharing agreement, plan, program, or arrangement, or other membership or time-interval ownership arrangement. The term "time-sharing" as used herein shall be deemed to include, without limitation: any time-share project, time-share estate, and/or time-share use (as those terms are defined under Business and Professions Code §11003.5 or any successor statute thereto), any "qualified resort vacation club" (as those terms are used under Business and Professions Code §10260, et seq.), or any agreement, plan, program or arrangement under which the right to, use, occupy, or possess the Residence in the Development rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time; provided, this section shall not be construed to limit the personal use of any Residence in the Development by any Owner or his Guests or Tenants under leases created in accordance with this Restated Declaration.

2. **No Other Amendments.**

Other than as set forth herein above no other amendments to the Declaration are contemplated under this Amendment.

**CERTIFICATE OF PRESIDENT AND SECRETARY
OF
HIGHLAND SPRINGS COUNTRY CLUB OWNERS' ASSOCIATION, INC.**

We, the undersigned, do hereby certify that:

1. We are the duly appointed and acting President and Secretary of Highland Springs Country Club Owners' Association, Inc., a California nonprofit mutual benefit corporation (the "*Association*").

2. The foregoing *First Amendment to the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of Highland Springs Country Club Owners' Association, Inc.*, was approved by the Board pursuant to a written resolution which is attached hereto and incorporated herewith, and which was signed in accordance with Article XV of the Declaration, as the same was required pursuant to Civil Code § 4741(f), effective January 1, 2021.

IN WITNESS WHEREOF, we have executed this Certificate of President and Secretary.

HIGHLAND SPRINGS COUNTRY CLUB OWNERS' ASSOCIATION, INC.

By: *Rita L. Weber*

Name: RIETA L. WEBER

Title: President

Date: 10-26-21

By: *Colleen Satragni*

Name: COLLEEN SATRAGNI

Title: Secretary

Date: 10-26-21

ACKNOWLEDGMENT

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.

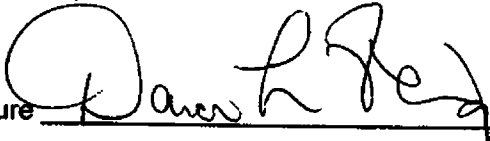
State of California
County of Riverside

On Oct 26, 2021 before me, Darci L. Fleming, Notary
(insert name and title of the officer) PUBLIC

personally appeared Rhea Louise Weber
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

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 Oct. 26, 2021 before me, Darci L Fleming, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)

