

RECORDING REQUESTED BY
JOEL M. KRIGER, ESQ.

Doc. #2000-023473
Conformed Copy 01/21/2000
Gary L. Orso
Assessor – County Clerk - Recorder

and WHEN RECORDED MAIL TO:
LOS RANCHITOS HOA
PO Box 471
Rancho California, CA 92390

Attn: Victor Jones

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
LOS RANCHITOS
HOMEOWNERS ASSOCIATION

THIS AMENDMENT OF THE CC&Rs was approved by the required percentage of owners of Los Ranchitos Homeowners Association.

WITNESSETH

WHEREAS, LOS RANCHITOS HOME OWNERS ASSOCIATION, a California non-profit corporation, has responsibility for the management and control of certain real property located in Riverside County, State of California, which is more particularly described as:

Lot 1 through 102 in Tract 3552 as shown on a map recorded October 5, 1966 as Document no. 98816, in Book 56, Pages 60 through 66 of Miscellaneous Maps, records of Riverside County, California.

Lots 1 through 34, inclusive, of Tract No. 3646, as shown on a map recorded on September 20, 1967 as Document No. 82856, Book 57, Pages 86 through 87, both inclusive, of Miscellaneous Maps, Records of Riverside County, California.

Lots 1 through 49, inclusive, of Tract No. 3752, as shown on a map recorded on July 31, 1968 as Document No. 74102, Book 59, Pages 53 through 55, both inclusive, of Maps, Records of Riverside County, California.

Lots 1 through 4, inclusive, of Tract No. 3750, as shown on a map recorded on October 2, 1968, as Document No. 95104, Book 59, Page 100, of Maps, Records of Riverside County, California.

WHEREAS, said property is subject to certain covenants, conditions, restrictions, reservations, liens and charges as set forth in the Declaration of Restrictions recorded October 11, 1966, at File/Page No. 100757 in the Office of the County Recorder of Riverside County, California as extended and amended by document recorded September 3, 1996, at File/Page 96-331899 of the Riverside County Recorder. These covenants, conditions and restrictions currently prohibit any use of the properties other than agricultural or single-family residential use. All industrial, manufacturing or commercial uses are prohibited.

WHEREAS, the owner of Lots 1, 2, 3, 4 of Tract Map 3750, more fully described in Exhibit "B" attached hereto, wish to develop their lots for commercial purposes and said lots have been re-zoned by the City of Temecula for said purposes.

WHEREAS, said lots are no longer desirable for residential development because of changed circumstances since the initial recordation of these CC&Rs.

WHEREAS, the Association membership and Board of Directors has agreed to support this amendment to the CC&Rs allowing commercial use of the above-described property subject to the terms, conditions and restrictions set forth herein and those contained in the Development Agreement which is attached hereto and marked Exhibit "A".

WHEREAS, Section 8.02 of the Declaration allows them to be terminated, extended, modified, or amended, as to the whole of the property or any portion thereof, with the written consent of owners of fifty-one percent (51%) of the property subject to the restrictions, based on the number of square feet subject to those restrictions.

WHEREAS, pursuant to Section 8.02, owners representing fifty-one percent (51%) or more of the property subject to the Declaration have given written consent to the amendment of the Declaration.

NOW, THEREFORE, the Association hereby declares that the Declaration shall be amended as follows:

1. This Amendment to the Declaration of Covenants, Conditions and Restrictions shall apply only to Lots 1, 2, 3, 4 of Tract Map 3750 (herein referred to as "Subject Property") and to no other property subject to the Declaration.

2. With respect to the Subject Property, Article 3.01 of the Declaration is deleted in its entirety and in its place is inserted the following:

No portion of any lot shall be sold if said portion sold or the remaining portion of said lot contains less than 7200 sq. ft. Any portion of the subject lots may be leased even if the remaining portion of said lots is less than 7200 sq. ft.

3. With respect to the Subject Property, Article IV shall be deleted in its entirety with the exception of the following sections which shall remain in effect as set forth and as modified herein:

4.02 Completion of Construction

After commencement of construction of any structure or improvements, the work thereon shall be diligently prosecuted to the end that structure or improvements shall not remain as a partly finished condition any longer than reasonably necessary for completion thereof. All buildings and improvements of any kind shall be properly painted immediately after completion.

4.03 Excavation

No excavation shall be made in connection with the construction of improvements and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded, compacted and leveled.

4.04 Signs

Signage on the property shall be permitted as long as it is oriented toward the 79 corridor and not above the roofline of any buildings on the property and consistent with the signage regulations of the City of Temecula. Signage on the property not conforming to the foregoing must be approved in writing by the Architectural and Environmental Control Committee.

4.05 Landscaping

All lots shall be landscaped in a reasonable manner at such time as any buildings are constructed on any lot and, as a condition to approval of plans and specifications for such commercial building, the Architectural and Environmental Control Committee may require landscaping plans or specifications.

4.06 Building Regulations

Any building or structure of whatever type shall be properly maintained. No building or other structure shall be built or erected unless the building or other structure is of a quality usual and customary for that type of building or structure and of good quality and design. No building, structure or improvement shall be built or erected until the plans for such building or structure shall have been approved in writing by the Architectural and Environmental Control Committee as provided in Article 6.02. No temporary buildings, tents, trailers, or shacks shall be erected, placed or maintained on the property except as needed in the original development or reconstruction of the property, and then only in locations as approved by the Architectural and Environmental Control Committee.

4.07 Maintenance and Storage

(a) All lots shall be properly maintained. Weeds shall be kept down on all developed lots. Rubbish and debris shall be promptly removed.

(b) No materials, supplies or equipment including inoperable motor vehicles shall be stored in any area on a lot except inside a closed building, or behind a visual barrier screening such areas from the view of adjoining property that a construction trailer will be allowed for original development or reconstruction or a public street.

(c) No boats, trailers, horse trailers, house trailers or trucks larger than one-half (1/2) Ton capacity shall be parked or stored on any roadway or street on or adjacent to the Property or on any portion of any lot visible from any roadway or street or adjoining lot.

4.08 Utilities

All utilities and services to any building or improvements on any lot shall be installed underground.

4. Article V shall apply fully to the Subject Property with the addition that the Los Ranchitos Homeowners Association has the standing to enforce any breach or exercise any right granted the Declarant or the individual owners set forth in Article V or elsewhere in the Declaration.

5. Each and every provision of Article VI shall apply to the Subject Property with the exception of the first paragraph of Section 6.02 which is modified as follows:

6.02 Committee Approval

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives fail to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, the owner of the Subject Property shall notify the committee in writing that it has failed to approve or disapprove the plans which have been submitted. If the Committee fails to approve or disapprove the plans within fifteen (15) days of the receipt of said notice, approval will not be required and such plans and specifications shall be deemed approved as submitted.

6. With respect to the Subject Property, Article VII of the Declaration shall be deleted. The regulation of operations and permitted uses on the Subject Property shall be limited to those listed in the Development Agreement which is attached hereto and marked "Exhibit A". The terms and conditions of the Development Agreement shall have the same force and effect as if those provisions were included herein and shall be a covenant running with the land.

7. With respect to the Subject Property, Article X shall be added to the Declaration which will provide as follows:

ARTICLE X

ASSESSMENTS

10.01 Creation of Lien and Personal Obligation of Assessment

Each owner of a lot of the Subject Property by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Los Ranchitos Homeowners Association and annual assessment of \$1,000 per year per lot. Said assessments shall commence on the respective lots of the Subject Property at such time as this amendment to the Declaration is recorded in the Official Records of Riverside County, California, and shall be payable upon the first day of the Association's fiscal year (with the first year's payment being prorated for the fiscal year in which this amendment to the Declaration is recorded). In the event lots contained within the Subject Property are consolidated, lot line adjusted, divided or otherwise reconfigured, said property will still be subject to a total of \$4,000 per year aggregate assessment to be divided equally among any lots remaining should a consolidation, lot line adjustment, division or other reconfiguration occur. This annual assessment, together with interest, costs and reasonable attorneys fees shall be a charge on the lot and shall be a continuing lien upon the lot against which the assessment is made, the lien to be effective upon recordation of a Notice of Assessment pursuant to Civil Code § 1367.

10.02 Purpose of Assessment

The annual assessment 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 association.

10.03 Capital Contribution Assessment

Each owner of a lot in the Subject Property shall pay to the Association \$15,000 per lot, all due and payable out of escrow upon sale of such lot or immediately upon lease of such lot. This shall be a one-time charge. This one-time charge to the Subject Property is based on the number of lots existing as of August 1, 1998, regardless of any future consolidation, lot line adjustment, division or other reconfiguration of these lots. In the event that less than the entirety of any such lot is sold or leased, only a pro rata portion of the \$15,000 per lot capital contribution assessment shall be due and payable out of escrow upon sale, or immediately upon lease, of such portion of the lot in question.

10.04 Effect of Nonpayment of Assessments

Assessments are delinquent fifteen (15) days after they become due. The Board of Directors shall set the date upon which the annual assessment is due. A late charge not exceeding ten percent (10%) of the delinquent assessment shall be imposed upon any delinquent payment. Interest on delinquent assessments and late charges shall be imposed at an annual percentage rate of twelve percent (12%)

interest commencing thirty (30) days after the assessments become due. Late charges and interest on past due amounts may be modified by the Board in accordance with any changes permitted by State law.

10.05 Enforcement Remedies

If any assessment is delinquent, the Association may record an assessment lien against the lot of the delinquent owner. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust upon any lot. The lien shall be recorded and may be enforced in accordance with the provisions of Civil Code § 1367. The lien shall be signed by any officer of the Association or any agent designated by the Association.

8. With respect to the Subject Property, Article XI shall be added to the Declaration which will provide as follows:

11.01 Adoption of Rules

The Board of Directors shall have the power to adopt reasonable operating rules for the Subject Property specifically directed to protect the quiet enjoyment of adjacent residential property owners. These rules may supplement the provisions contained in this Amendment to the Declaration and the original Declaration and also the Development Agreement. Rules adopted by the Association shall not contradict, or be more restrictive than, any of the provisions contained in the above referenced documents.

11.02 Enforcement of Rule Violations

In addition to other enforcement rights described herein, the Association shall have the right to impose fines upon the owners of the Subject Property and/or their lessees for their violation of rules adopted by the Board of Directors. Prior to the imposition of any fine, the party upon which the fine is to be imposed shall be entitled to notice and a hearing before the Board of Directors.

11.03 Leases

Any lease entered into between an owner and a lessee shall require compliance by the lessee with all the covenants, conditions and restrictions contained in this Declaration along with any rules and regulations adopted by the Board of Directors. The Association shall have a right of action directly against any lessee as well as the owner for nonperformance or violation of any of the provisions of the Declaration or Rules and Regulations of the Association. All leases shall specify that failure to abide by such provisions shall be a default under the lease agreement.

9. Ratification The Board of Directors is authorized to execute the Development Agreement on behalf of the members and Los Ranchitos Homeowners Association. The membership ratifies each and every provision contained within the Development Agreement as attached hereto and marked Exhibit "A".

10. Except as herein expressly amended, the Declaration of Covenants, Conditions and Restrictions is hereby ratified, reaffirmed and approved as to the Subject Property.

CERTIFICATION OF SECRETARY

I, the undersigned, do hereby certify that:

- 1. I, Victor Jones, am the duly elected and acting President of LOS RANCHITOS HOMEOWNERS ASSOCIATION, a California non-profit corporation, and
- 2. I, Don Moreau, am the duly elected and acting Secretary of LOS RANCHITOS HOMEOWNERS ASSOCIATION, a California non-profit corporation, and
- 3. The undersigned certify that owners of fifty-one percent (51%) of the property subject to the restrictions based on the number of square feet subject to those restrictions have given their approval to the amendment of the Declaration as set forth herein.
- 4. The undersigned, on behalf of the above-referenced property owners, have executed this Amendment to the Declaration of Covenants, Conditions and Restriction on the day and year indicated below.

IN WITNESS WHEREOF, I have hereto subscribed my name this 6th day of December, 1999.

(signed) _____
 Victor Jones, President of LOS RANCHITOS
 HOMEOWNERS ASSOCIATION

(signed) _____
 Don Moreau, Secretary of LOS RANCHITOS
 HOMEOWNERS ASSOCIATION

ACKNOWLEDGMENT

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

On December 6, 1999, before me, Sherry L. Davis, a Notary Public in and for said County and State, personally appeared Victor Jones and Don Moreau, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(signed) _____
 Sherry L. Davis

DEVELOPMENT AGREEMENT

This Development Agreement is between the Los Ranchitos Homeowners Association, a California Non-profit Mutual Benefit Corporation (hereinafter referred to as "Association"), and the owner and/or owners of Lots 1, 2, 3, 4 (referred to as "Subject Property") of Tract Map 3750 (hereinafter referred to as "Owners").

RECITALS

- A. The Association is authorized to negotiate this Agreement on behalf of itself and the membership of Los Ranchitos Homeowners Association with regard to the commercial development of the Subject Property.
- B. Owners have made a request to the Board of Directors of the Association for Board and membership support to adopt an amendment to CC&Rs which would permit commercial development of the Subject Property. Under the terms and conditions of the CC&Rs as they existed on the date of execution of this Agreement, commercial activity anywhere in the Association was prohibited.
- C. Owners and the Board of Directors of the Association have negotiated the following Agreement which will not be binding on any party unless and until the members of the Association approve a CC&R amendment permitting commercial use of the Subject Property. In the event that CC&R amendment is approved by the membership, this Development Agreement will be attached thereto as "Exhibit A" and become a covenant running with the land and be fully binding on all parties. In the event the CC&R amendment is not approved by the membership, then this Agreement shall have no force or effect.

EXHIBIT "A"**AGREEMENT**

In consideration of the mutual promises made herein, the parties agree as follows:

1. The Subject Property will remain within the Los Ranchitos Homeowners Association. The Board of Directors will recommend to the membership that a CC&R Amendment be approved allowing commercial use of the Subject Property, with certain enumerated terms and conditions, which will be part of the Amendment. While the Board will endorse the Amendment, it will not be responsible for securing the votes for passage. It will cooperate with the owners in that respect.
2. The Subject Property will be assessed and pay dues to the Association in the amount of \$1,000 per year per lot. Said assessments shall commence on the respective lots of the Subject Property at such time as this amendment to the Declaration is recorded in the Official Records of Riverside County, California, and shall be payable upon the first day of the Association's fiscal year (with the first year's payment being prorated for the fiscal year in which this amendment to the Declaration is recorded). In the event the lots contained within the Subject Property are consolidated, lot line adjusted, divided or otherwise reconfigured, said property will still be subject to a total of a \$4,000 per year aggregate assessment to be divided equally among any lots remaining should a consolidation, lot line adjustment, division or other reconfiguration occur.
3. Owner shall pay to the Association \$15,000 per lot out of escrow upon sale of such lot. This shall be a one time payment per lot. This one-time charge to the Subject Property is based on the number of lots existing as of August 1, 1998, regardless of any future consolidation, lot line adjustment, division or other reconfiguration of these lots. In the event that less than the entirety of any such lot is sold, only a pro rata portion of the \$15,000 per lot assessment shall be due and payable out of escrow upon sale of such portion of the lot in question.
4. The Subject Property will be subject to the Association's Architectural and Environmental Committee (hereinafter referred to as "Committee") approval requirements, including, side design, lighting, architectural design, and landscaping design. Signage on the Subject Property as long as it is oriented toward the 79 Corridor and not above the roof line of any buildings on the Subject Property and consistent with the sign ordinances and regulations of the City of Temecula shall be acceptable to the Association.
5. Lessees of the Subject Property must comply with the land uses specified within the City of Temecula Professional Office Zone in effect in 1997.
6. While the following uses are permitted for the professional office zone by the City of Temecula, lessees will not be allowed to engage in these activities upon the property without written approval from the Association. Those activities are as follows: auditoriums and conference facilities; automobile dealers (new and used); automobile repair services; automobile painting and body shop, automotive service stations; hotels/motels exceeding two stories in height as viewed from street level on Vallejo; membership clubs; organizations; lodges; parking lots and parking structures (except as may be incidental to other authorized uses and as required by the City of Temecula); any "off sale" liquor, beer or wine sales, and sports and recreational facilities.
7. No restaurants with live entertainment permitted with the exception of a piano bar or chamber music. No nightclubs permitted.

8. The primary activity of the lessees should terminate by 11:00 p.m. Ancillary activity to close up restaurants and business establishments will be permitted until 12:00 p.m., after which time no appreciable activity on the part of lessees or their customers should be occurring.
9. The Association shall have the right to require provisions in leases which subject tenants to follow reasonable rules and regulations of the Association to be promulgated for the limited purpose of protecting the quiet enjoyment of Association Members of their property in the immediate area, so long as such rules and regulations do not contradict, or are more restrictive than, this Development Agreement and the CC&Rs.
10. Both the Owners and lessees of the property shall be subject to imposition of fines for violation of these provisions or Association Rules directly specifically to protect the quiet enjoyment of the adjacent property owners. Provisions requiring binding arbitration in the event of dispute regarding these issues shall also be included in both the CC&Rs and lease agreements. Lessor and the Association shall share equally the cost of the arbitration service and/or arbitrator.
11. Owner agrees to construct a landscape berm along Vallejo and La Paz, with 24"-36" box evergreens and a decorative sound wall at the top.
12. All buildings shall be of a scale to be compatible with the adjacent residences on Vallejo (specifically authorizing, without limitation, building heights that do not appear to exceed two stories in height as viewed from street level on Vallejo), with tile roofs and no exposed mechanical equipment. All trash enclosures shall be completely enclosed. All exterior lighting on buildings and in the parking lots shall be low profile, low-pressure sodium, shielded downward. The acoustic signature of any use shall not exceed the ambient noise level of State Highway 79 South.
13. Owner shall request the deletion of any requirement to widen Vallejo, construct sidewalks or street-lights. Furthermore, the Owner shall seek to use this for the bermed, landscaped buffer.
14. The "Los Ranchitos" monument located on the center divider of La Paz shall be moved or reconstructed at the entrance of Margarita and De Portola Road, at Owner's expense.
15. Owner shall cooperate with the Association in its request to the City to change the following streets to one way traffic only. La Paz will become a one way street exiting Los Ranchitos area to Highway 79, while Jedediah Smith will become a one way street entering Los Ranchitos from Highway 79.
16. Owner will cooperate with the Association as to issues regarding ingress and egress from the church on the adjacent property. The Association desires that the church utilize owner's property for ingress and egress.
17. The Board wishes to make it clear that should agreement be reached with regard to commercial development of the Subject Property, it will not be considered a precedent or open up the possibility of any other land in Los Ranchitos being considered for commercial development.
18. Owner agrees there will be no access whatsoever to or from the Subject Property from Vallejo or La Paz.

- 19. This Agreement is binding on all assigns and successors in interest to Owners and is a covenant running with the land.
- 20. The Association agrees to dismiss immediately, with prejudice, its lawsuit currently pending in the consolidated Superior/Municipal Court, County of Riverside, State of California, Case No. RIC526827.

DATED LOS RANCHITOS HOMEOWNERS
ASSOCIATION, a California Non-profit
Mutual Benefit Corporation

By: _____(signed)_____
Victor Jones
Its: President

By: _____(signed)_____
Don Moreau
Its: Secretary

DATED: _____(signed)_____
JOHN A. MORAMARCO

DATED: _____(signed)_____
ANTHONY J. MORAMARCO

DATED: _____(signed)_____
CYNTHIA E. HATTRUP
(aka CYNTHIA E. MARAMARCO)

DATED: TEMECULA BEDFORD COURT
INVESTORS, LLC, a California
limited liability company

By: _____(signed)_____
Its: Manager, Brian D. Gibbs

Moramarco Parcels

Lots 1 and 2 of Tract 3750, as shown by map on file in Book 59 of Maps, page 100, in the office of the County Recorder, County of Riverside, State of California.

Excepting that portion of Lots 1 and 2 as conveyed to the County of Riverside in deed recorded December 27, 1996 as instrument number 486266.

Temecula Bedford Court Investors Parcels

Lots 3 and 4 of Tract 3750, as shown by map on file in Book 59 of Maps, page 100, in the office of the County Recorder, County of Riverside, State of California.

Excepting that portion of Lot and 3 as conveyed to the County of Riverside in deed recorded January 16, 1998 as instrument number 16284.

Also excepting that portion of Lot and 4 as conveyed to the County of Riverside in deed recorded January 16, 1998 as instrument number 16285.

EXHIBIT "B"