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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| RECITALS | 1 |
| ARTICLE I - DEFINITIONS | 2 |
| 1.01 "Association" | 2 |
| 1.02 "Owner" | 2 |
| 1.03 "Property" | 2 |
| 1.04 "Lot" | 2 |
| 1.05 "Improvement" | 2 |
| 1.06 "Roadway Easement" | 3 |
| ARTICLE II - MEMBERSHIP AND VOTING RIGHTS | 3 |
| 2.01 Membership | 3 |
| 2.02 Transfer of Membership | 3 |
| 2.03 Classes | 3 |
| 2.04 Powers of the Association | 4 |
| ARTICLE III - ASSESSMENTS AND ENFORCEMENT | 4 |
| 3.01 Assessments | 4 |
| 3.02 Enforcement | 4 |
| 3.03 Budget | 5 |
| 3.04 Special Assessments | 5 |
| 3.05 Emergency Assessments | 5 |
| 3.06 Accounting | 6 |
| 3.07 Creation of Lien | 6 |

| | | |
|---|--|----|
| 3.08 | Enforcement of Lien | 7 |
| 3.09 | Waiver of Homestead Exemption | 7 |
| 3.10 | Sale of Parcel | 7 |
| ARTICLE IV - USE RESTRICTIONS | | 7 |
| 4.01 | Single-Family Residential Use | 7 |
| 4.02 | Prohibited Uses | 8 |
| 4.03 | Architectural Control | 9 |
| 4.04 | Signs | 9 |
| 4.05 | Property Structures, Land Maintenance and Appearance | 9 |
| 4.06 | Mobile, Modular, Temporary or Used Buildings | 10 |
| 4.07 | Vehicles | 10 |
| 4.08 | Antennas | 10 |
| 4.09 | Household Pets | 10 |
| 4.10 | Outdoor Drying Yards | 11 |
| 4.11 | Nuisance | 11 |
| 4.12 | Variances | 11 |
| ARTICLE V - ARCHITECTURAL CONTROL | | 11 |
| 5.01 | Applications for Committee Approval | 11 |
| 5.02 | Architectural Criteria | 11 |
| 5.03 | Completion of Construction | 12 |
| 5.04 | Expiration of Committee Approval | 12 |
| 5.05 | Committee Approval in Writing | 12 |
| 5.06 | Liability of Committee | 12 |

| | | |
|---|--|----|
| 5.07 | Deposit, Conformity of Construction With Plans and Cleanup | 12 |
| 5.08 | Variances | 13 |
| 5.09 | Appeals | 13 |
| ARTICLE VI - MINIMUM CONSTRUCTION STANDARDS | | 13 |
| 6.01 | Building Location | 13 |
| 6.02 | Licensed Contractor | 13 |
| 6.03 | Approval by Architectural Committee | 13 |
| 6.04 | Size | 13 |
| 6.05 | Height | 14 |
| 6.06 | Setbacks | 14 |
| 6.07 | Utility Lines | 15 |
| 6.08 | No Used Materials | 15 |
| 6.09 | Building Materials and Colors | 15 |
| 6.10 | Prohibition on A-Frame and Geodesic Dome Structures | 15 |
| 6.11 | Roofing Materials | 15 |
| 6.12 | Roofs | 15 |
| 6.13 | Siding Materials | 16 |
| 6.14 | Drainage | 16 |
| 6.15 | Modular and Prefabricated Housing: Mobile Homes | 16 |
| 6.16 | Metal Buildings | 16 |
| 6.17 | Exterior Lighting and Fixtures | 16 |
| 6.18 | Glass | 16 |
| 6.19 | Patios, Walkways and Driveways | 16 |

| | | |
|--|---|----|
| 6.20 | Water Systems, Septic Systems and Pools | 16 |
| 6.21 | Garages | 17 |
| 6.22 | Excavation | 17 |
| 6.23 | Fencing | 17 |
| 6.24 | Landscaping | 17 |
| 6.25 | Utilities and Solar | 18 |
| 6.26 | Exterior Additions, Alterations | 18 |
| ARTICLE VII – ENFORCEMENT | | 18 |
| 7.01 | Abatement and Suit | 18 |
| 7.02 | Deemed to Constitute a Nuisance | 18 |
| 7.03 | Attorneys' Fees | 18 |
| 7.04 | Inspection | 18 |
| 7.05 | Failure to Enforce Not a Waiver of Rights | 19 |
| ARTICLE VIII - TERM, TERMINATION, MODIFICATION AND ASSIGNMENT OF DECLARANT'S RIGHT AND DUTIES | | 19 |
| 8.01 | Term | 19 |
| 8.02 | Termination and Modifications | 19 |
| ARTICLE IX - MISCELLANEOUS PROVISIONS | | 19 |
| 9.01 | Constructive Notice and Acceptance | 19 |
| 9.02 | Mutuality, Reciprocity; Runs with Land | 19 |
| 9.03 | Rights of Mortgagees | 19 |
| 9.04 | Paragraph Headings | 20 |
| 9.05 | Effect of Invalidation | 20 |
| 9.06 | Remedies Cumulative | 20 |

| | | |
|------|-----------------------------------|----|
| 9.07 | The Declaration | 20 |
| 9.08 | Notification of Sale of Lot | 20 |
| 9.09 | Notices | 21 |
| 9.10 | Gender | 22 |

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made by Camino Del Vino Estates, Inc., a California nonprofit mutual benefit corporation ("Declarant" or "Association"), with reference to the following:

RECITALS

- A. Declarant is a homeowners' association whose members are the Owners of the residential Lots within the Camino Del Vino Estates development located in the City of Temecula, County of Riverside, which Lots, more particularly described in Exhibit "A" attached hereto and incorporated by this reference, constitute the "Property."
- B. The Property was consisting of 27 residential Lots and related common area. The Property is currently subject to the Declaration of Covenants, Conditions and Restrictions recorded on September 9, 1982, as Instrument No. 156322, in the Official Records of Riverside County, California, and all amendments and supplements of record thereto; collectively, referred to herein as the "Original Declaration."
- C. Declarant now desires to amend and restate the Original Declaration and replace it in its entirety with this Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration"). Declarant Association further desires that, on recordation of this Declaration, the Property shall be subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges contained in this Declaration and that this Declaration take the place of and relate back in time to the recording of the Original Declaration.
- D. The Original Declaration provides that it may be amended by the affirmative vote of not less than 51 percent of the Owners of the Lots that make up the Property. The undersigned President and Secretary of the Association certify that the affirmative vote of at least the required number of Owners to approve this Declaration has been obtained.
- E. Declarant hereby declares that all of the Property is and 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 Declaration, as 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 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, lessees, executors, administrators and assigns of these parties and all subsequent Owners and lessees of any Lot within the Property.

ARTICLE I

DEFINITIONS

- 1.01 "Association" shall mean and refer to Camino Del Vino Estates, Inc., its successors, and assigns.
- 1.02 "Owner" shall mean and refer to the record owner, whether one or more persons or entities of fee simple title to any Lot which is a part of the Property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.
- 1.03 "Property" shall mean and refer to Lots 1 through 18 of Riverside County Tract 11877, as per Map recorded in Book 115, pages 55 through 58, inclusive, of Maps of record, in the Office of the Riverside County Recorder, as amended by Certificate of Correction recorded August 21, 1990, as Instrument No. 311023, in the Office of the Riverside County Recorder, and to Lots 2 through 10 and A through D of Riverside County Tract 17968, as per Map recorded in Book 130, pages 29 through 31, inclusive, of Maps of record, in the Office of the Riverside County Recorder, that certain real property described in Exhibit "A" hereto.
- 1.04 "Lot" shall mean and refer to Lots 1 through 18 of Tract 11877 and Lots 2 through 10 of Tract 17968.
- 1.05 "Improvement" shall mean and refer to all structures and appurtenances thereto of every kind, including houses, buildings, barns, outbuildings, parking areas, fences, roofs, walls, poles, signs, streets, driveways, landscaping and any other structures of any type or kind and all additions, alterations, removal and/or modifications to a Lot or the exterior of any building or other structure on a Lot. By way of illustration, and without limitation, the following are considered Improvements: changing the roof material; painting/staining a surface visible from another Lot, street or common area; building, constructing, installing, altering, removing or adding a patio, pool, pool house, pool pump, pool heater, pool fencing, fountain, gate, patio cover, deck, gazebo, exterior door, shade covers or skylights; air-conditioning condenser and related-equipment affixed to a structure or on the exterior of a Lot; changes to exterior grade or drainage;

solar panels; and other devices visible from another Lot, a street or common area.

- 1.06 "Roadway Easement" shall mean and refer to: an easement over Lot B of Tract 11877, the roadway easements shown on the recorded tract map for Tract 11877, and an easement over Lots A through D of Tract 17968. The Association, for the benefit of the Association and the Association members, holds this Roadway Easement for the purpose of maintaining, repairing, replacing and improving private roads within the Property for the benefit of the Lot Owners. The boundaries of the Roadway Easement include the property and areas described herein, the paved surface of each road within the Property, and the area extending 10 feet in width from the edge of the paved road surface onto each Lot.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

- 2.01 Membership. Every Owner of record to a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. The terms and provisions set forth in this Declaration, which are binding upon all Owners of all Lots and all members of the Association, are not exclusive, as both the member and the Lot Owner shall, in addition, be subject to the terms and provisions of the By-Laws of the Association and the rules, regulations and policies adopted from time-to-time by the Association Board.
- 2.02 Transfer of Membership. The transfer of title to any Lot in the Property via an instrument recorded with the Riverside County Recorder's Office shall automatically transfer the regular membership, and the rights and obligations attached thereto, to the transferee or transferees.
- 2.03 Classes. The Association shall have one class of voting membership, the Class A members, consisting of the Owners of record of the Lots subject to assessment. Class A members shall be entitled to one vote for each Lot subject to assessment. When more than one person holds joint ownership interest of record in any Lot, all such persons shall be members but exercise together they may exercise one vote per Lot. The vote for such Lot shall be exercised as they among themselves determine but, in no event, shall more than one vote be cast with respect to any Lot.

2.04 Powers of the Association. In addition to the powers enumerated in the By-Laws or elsewhere provided herein and without limiting the generality thereof, the Association shall:

- (a) Maintain such policy or policies of insurance as the Board of Directors of the Association deem necessary or desirable in furthering the purpose of and protecting the interests of the Association and its members;
- (b) Have the authority to employ managing agents or other persons to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as managing agent shall provide for the term of no longer than one year unless such contract has been approved by a vote or written assent of a majority of the voting power of the Association residing in members other than the subdivider;
- (c) Have the power to levy assessments, collect assessments, levy fines, collect fines, establish, and maintain a working capital, contingency fund and such other accounts as the Board deems appropriate in an amount to be determined by the Board of Directors of the Association;
- (d) Have the power to improve, repair, maintain, resurface, and replace the roads within the Roadway Easement;
- (e) Have the power to regulate use of the roads and other Property within the Roadway Easement.

ARTICLE III

ASSESSMENTS AND ENFORCEMENT

- 3.01 Assessments. The cost of providing the services, maintenance duties and other obligations imposed upon the Association pursuant to this Declaration, the By-Laws or otherwise shall be assessed proportionately against all Lots. Each Owner, by the acceptance of a conveyance of a Lot, shall be obligated to pay his share of such costs. The Association Board shall establish and determine the amount of such charge, such determination to be based upon the Board's estimate of the Association's costs. Assessments will be billed and payable on an annual basis.
- 3.02 Enforcement. The Association Board has the authority and discretion to levy fines and take other enforcement and disciplinary action to enforce the provisions of this Declaration and the Association's other governing

documents, including rules or procedures adopted by the Board from time to time. Prior to levying a fine, the Association shall give the Lot Owner notice and an opportunity to be heard. The Board's authority to impose fines includes the authority to impose a repeating or continuous fine until such time as the underlying violation is corrected. The Board may adopt and amend a fine schedule and a hearing and enforcement policy.

- 3.03 Budget. Prior to the commencement of each calendar year, the Association Board shall prepare and submit to the Association members a budget of the estimated costs and expenses to be incurred by the Association during such calendar year in performing its functions hereunder (including a reasonable allowance for overhead and delinquent accounts). Said budget shall set the assessments to be paid by the Owner or Owners of each Lot for the coming year. If, for any reason, a new budget is not adopted prior to the commencement of the calendar year, the previous budget shall be considered readopted. The Association Board may amend the budget and the assessment amounts as it deems appropriate from time to time. The Association Board may not impose regular assessments that are more than 20 percent greater than the previous year's assessments without the affirmative vote of a majority of a quorum of members. For purposes of this section, "quorum" shall refer to more than 50 percent of the members.
- 3.04 Special Assessments. In addition to the regular assessments, the Association Board, from time to time, may levy and collect special assessments as deemed prudent by the Board. Unless approved by the affirmative vote of more than 50 percent of the members, the aggregate of all special assessments levied in any calendar year shall not exceed 25 percent (or such smaller amount imposed by applicable law) of the annual budgeted gross expenses of the Association for that fiscal year. Every special assessment shall be levied upon the same basis as that prescribed for the levying of regular assessments. The above provisions with respect to special assessments do not apply in the case where the special assessment against a member is a remedy utilized by the governing body to reimburse the Association for costs incurred to bring a Lot into compliance with provisions of the governing instruments for the subdivision.
- 3.05 Emergency Assessments. The Board, in the event of an emergency, may levy an emergency assessment to raise funds needed for an emergency or potential emergency facing the Association. This authority includes levying an emergency assessment to perform unanticipated road repairs, such as may be needed to repair a road after a flood or severe storm or after an accident.

- 3.06 Accounting. All funds collected by the Association shall be promptly deposited in a commercial bank account and/or in a savings and loan account in an institution to be selected by the Board. No withdrawals shall be made from said account except to pay the expenses of the Association, to reserve accounts, or to invest in interest-bearing accounts. The Board shall maintain complete and accurate books and records of its income and expenses in accordance with generally accepted accounting principles consistently applied and shall file such tax returns and other reports as shall be required by any governmental entity. The books and records shall be kept at the office of the Association. The Association records described in California Civil Code Section 5200(a) for the current fiscal year and the two previous fiscal years shall be available for inspection by any Owner upon receipt of a written request from the Owner. Such inspection shall be scheduled for a reasonable date and time. The requesting member shall be responsible for paying, in advance, the expected management and staff charges to be incurred by the Association in locating and assembling the requested records before the Association is obligated to undertake the same.
- 3.07 Creation of Lien. The Association assessments each Owner is obligated to pay shall be a debt of such Owner to the Association on the date when each payment thereof becomes due. In the event of the default by any Owner in the payment of assessments, such amount, together with late charges and interest (on the unpaid balance due at the rate of 10 percent per annum), together with all costs which may be incurred by the Association in the collection of such amount, together with reasonable attorneys' fees, shall be and become a lien upon the interest of the defaulting Owner in his Lot upon the execution by the Association and recording in the Riverside County Recorder's Office of a Notice of Assessment Lien. Such Lien shall set forth the name(s) of record of the Lot Owner(s), the amount of the delinquency and the legal description of the Lot. Such lien shall be deemed prior to any or all other liens hereafter encumbering the Lot regardless of the date of recordation of the assessment lien or such other liens, except (a) the lien for real property taxes and assessments, or (b) the lien of a first deed of trust or purchase money second deed of trust on the Lot of the defaulting Owner. Further, such lien shall be a continuing lien, securing the payment of unpaid assessments and other charges levied after the recording of the lien. The Notice of Assessment shall not be filed for record unless and until the Association shall have mailed to said defaulting Owner, not less than 15 days prior to the recordation of such Notice of Assessment, a written notice of default and a demand upon the defaulting Owner to cure such default within said 15 days and the failure of the defaulting Owner to comply.

- 3.08 Enforcement of Lien. The Association may file for record a Notice of Default and thereafter may cause the interest of said defaulting Owner to be sold in the same manner as a sale under the power of sale contained in mortgages and deeds of trust as provided by the Civil Code of the State of California, Sections 2924 through 2924(h), or through judicial foreclosure. The Association may also pursue a judicial foreclosure action coupled with causes of action seeking a money judgment against the Owner(s) of a delinquent Lot. If any legal action is filed to enforce the provisions of this Article, any judgment rendered against the defaulting Owner shall include all costs and expenses of such action, and all costs and expenses of perfecting said lien and of said sale, plus reasonable attorneys' fees incurred in prosecuting said action. If any such lien is cured, the Association shall cause to be recorded a certificate setting forth the satisfaction of such claim and release of such lien upon payment of actual expenses incurred and a reasonable attorneys' fee by such defaulting Owner.
- 3.09 Waiver of Homestead Exemption. Each Owner does hereby waive, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption laws of the State of California in effect at the time any assessments levied pursuant to this section becomes due or a lien therefor is imposed.
- 3.10 Sale of Parcel. The obligation to pay assessments shall be the personal obligation of the Owner as of the date the assessment became due.

ARTICLE IV

USE RESTRICTIONS

- 4.01 Single-Family Residential Use. All Lots shall be used for single-family residential and/or agricultural purposes only. Permissible agricultural purposes are limited to vineyards, orchards, and farming. Single-family residential use refers to a group of individuals, related or not, living together as a common household. There shall be no more than one residence per Lot.
- a. Delegation of Use and Leasing of Residences. Any Owner may delegate the Owner's rights to use and enjoy the common area and common facilities to members of the Owner's family or to the Owner's tenants, lessees or contract purchasers who reside in the Owner's residence, provided that any rental or lease may only be for a term not less than 30 days.

- b. Any rental or lease of a residence shall be subject to the provisions of the governing documents, all of which shall be deemed incorporated by reference in the lease or rental agreement. Each Owner-lessor shall provide any tenant or lessee with a current copy of all governing documents and shall be responsible for compliance by the Owner's tenant or lessee with all the provisions of the governing documents during the tenant's/lessee's occupancy and use of the residence.

4.02 Prohibited Uses.

- (a) A boarding house, bed and breakfast, vacation rental, short-term rental and hotel/motel-style uses are prohibited; an Owner may lease or rent the Owner's entire Lot for a period of no less than 30 days for single-family residential use or for agricultural use;
- (b) Industrial, manufacturing or commercial uses (including the drying, packing, canning, freezing and other methods of processing fruits, nuts, vegetables and other agricultural products); however, a home office use, incidental to use of the Lot for single-family residential purposes, is permissible provided the same does not generate any external manifestations or negative impacts on other Lots;
- (c) Outbuildings for display or sale of agricultural crops or other items;
- (d) Trailer courts and/or mobile-home parks;
- (e) Junkyards or dumps;
- (f) Drilling for and/or the removal of oil, gas or other hydrocarbon substances or water;
- (g) Churches;
- (h) Dairies;
- (i) Poultry raising;
- (j) Animal raising, except the following are permitted: up to three cats, up to three dogs, up to one cow per full acre, and up to two horses per full acre;

- (k) Commercial riding, training, or boarding horse stables;
- (l) Construction or maintenance of quarters for boarding and lodging of farm employees; provided, however, that domestic employees may live on the premises;
- (k) Any roadside stands for the sale of any products or items.

4.03 Architectural Control. No Improvement may be installed, altered, changed, modified, or removed without the prior written consent of the Association's Architectural Control Committee ("Committee") or as may be permitted by rules or guidelines adopted by the Association Board from time-to-time. See Article V for additional information on the architectural process.

4.04 Signs. No for-sale or for-lease sign shall be permitted on a Lot other than one for-sale or lease sign that conforms to the following:

- (a) No higher than four feet from the ground level to the top of the sign;
- (b) No larger than 30" x 24" in surface area;
- (c) Supported by a metal stake or wooden post only (no "yard arm" style posts);
- (d) Placed horizontally to the roadway at least 10 feet back from the edge of the paved surface of the roadway; and
- (e) Such sign shall be removed upon close of escrow, removal from the sale or lease market, or upon commencement of a lease.

No other signs are permitted except as may be approved by the Committee or as may be allowed by a policy or guideline adopted by the Board. No signs shall be placed on a Roadway Easement without the Association's prior written consent.

4.05 Property Structures, Land Maintenance and Appearance. The Lot and any Improvements thereon must always be properly maintained in good repair and in a neat and attractive condition. Weeds shall be regularly removed/kept down on all Lots. Rubbish and debris shall be promptly removed. No materials, supplies or equipment may 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 properties and the streets in a manner approved by the Committee.

- 4.06 Mobile, Modular, Temporary or Used Buildings. No mobile homes, modular homes or lean-tos are permitted on any Lot. No temporary buildings, tents or shacks shall be erected, placed or maintained on any Lot. However, a construction trailer and facilities may be placed on the Lot during the construction period but must be immediately removed upon completion of construction of the primary buildings.
- 4.07 Vehicles. Inoperable vehicles may not be stored on a Lot except within a closed building or when screened from the view of adjoining properties and the streets in a manner approved by the Committee. No boats, trailers, campers, house trailers, motor homes or other type of recreational vehicle, or trucks larger than one-ton capacity shall be parked or stored on any roadway or on any portion of any Lot visible from any roadway, street or adjoining Lot. All such vehicles must be in an enclosed building or screened from view behind visual barriers approved by the Committee.
- 4.08 Antennas. No freestanding television, radio, CB or ham radio antennas or large-diameter satellite dishes are permitted except where a law or regulation prohibits enforcement of this restriction. Antennas affixed to the roof of a dwelling no higher than three feet above the highest point of the roof structure will be allowed except where a law or regulation prohibits enforcement of this restriction.
- 4.09 Household Pets. The following restrictions regarding the care and maintenance of pets within the Property shall be observed by each Owner and resident:
- a. Dogs shall be allowed on the common area only when they are leashed and are otherwise under the supervision and restraint of their Owners.
 - b. Each person bringing or keeping a pet on the Property shall be solely responsible for the conduct of such pets. The Association, its Board, officers, employees and agents, shall have no liability (whether by virtue of this Declaration or otherwise) to any Owners, their family members, guests, invitees, tenants and contract purchasers for any damage or injury to persons or property caused by any pet.
 - c. The Board of Directors shall have the right to establish and enforce additional rules and regulations defining in a uniform and nondiscriminatory manner what constitutes a "reasonable number" of pets and imposing standards for the reasonable control and keeping of household pets in, upon and around the Property to ensure that the same do not interfere with the quiet and peaceful enjoyment of the Property by the other Owners and residents.

- 4.10 Outdoor Drying Yards. Outdoor drying yards, if any, shall be adequately screened from view of adjacent Lots by hedges or fences in a manner approved by the Committee. Any liquid gas and/or propane tanks must be stored in an area enclosed or fenced in such a manner as to screen such area from view from neighboring properties and roads in a manner approved by the Committee.
- 4.11 Nuisance. No unduly noxious activities shall be carried on upon the Property or any portion of any Lot which may be or become an unreasonable annoyance or nuisance to the neighborhood.
- 4.12 Variances. Upon application by any Owner, the Board of Directors shall be authorized and empowered to grant reasonable variances from the property use restrictions set forth in this Article II if specific application of the restriction will, in the sole discretion of the Board, either cause an undue hardship to the affected Owner or fail to further or preserve the common plan and scheme of development contemplated by this Declaration. In considering and acting upon any request for a variance, the Board shall follow the procedures set forth in Article V, Section 14, for the granting of architectural variances.

ARTICLE V

ARCHITECTURAL CONTROL

- 5.01 Applications for Committee Approval. Applications for Committee approval must be submitted to the Association in writing using the form, if any, proscribed by the Association from time-to-time. The Association may require an architectural application fee. Applicants may appeal Committee denials to the Board, except where the Board is acting as the Committee. The Association may issue regulations governing the architectural application and appeal process.

The Committee shall be composed of those members appointed thereto by the Association Board. The size of the Committee shall normally be between three and five members. The Board may, from time-to-time, act as the Committee. The Association Board has the sole power to appoint and remove members from the Committee. Where there is no separate Committee, the Board shall act as the Committee. The Association may designate a representative of the Committee to act for the Committee.

- 5.02 Architectural Criteria. The Committee shall review applications and decide to approve, conditionally approve or deny the application based on aesthetics and harmony taking into consideration the surrounding properties, topography, and the style and theme of existing Improvements

in the community and the restrictions and preferences set forth in this Declaration. The Committee has very broad discretion in making such aesthetic decisions.

- 5.03 Completion of Construction. After commencement of construction, the work thereon shall be diligently prosecuted to the end, that structures or Improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof and, in no case, longer than 12 months. Provided, however, the time for completion may be extended by the Committee for delays in construction caused by strikes, inclement weather or other causes beyond the control of the Owner.
- 5.04 Expiration of Committee Approval. If construction is not commenced within 180 days of the date upon which an application was approved by the Committee, the Committee's approval shall be deemed automatically withdrawn and expired.
- 5.05 Committee Approval in Writing. The Committee's approval or disapproval, as required in these covenants, shall be in writing. The Committee shall approve or disapprove plans and specifications within 45 days from receipt of a complete application, including any applicable application fee or deposit. The Committee has the right to extend the 45-day period by an additional 30 days by sending the Owner notice that more time is needed by the Committee. The plans and specifications not approved, conditionally approved or disapproved within the time limits provided herein shall be deemed approved as submitted.
- 5.06 Liability of Committee. The members of the Committee or its representative, their successors or assigns, shall not be liable to anyone who submitted plans to them for approval, or to any Owner or lessee of any Lot affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the Committee agrees, by submission of such plans, and every Owner or lessee of any Lot within the Property agrees, by acquiring title thereto or interest therein, that he/she will not bring any action or suit against the Association, the Association Board, the Committee, the members of the Committee, or the Committee's representative to recover any such damages.
- 5.07 Deposit, Conformity of Construction With Plans and Cleanup. The Committee has the discretion to require an applicant to submit a deposit to be held and applied, at the Association's discretion, to any damage occurring in connection with the work or to fines or penalties. The deposit, or a portion thereof, may also be applied at the Association's discretion

should the construction site, during the course of construction, not be maintained reasonably free of debris at the end of each working day or if there is any failure to comply with the Association's governing documents or the Committee's terms of approval. All construction shall strictly conform to the plans and specifications approved by the Committee, including, in particular, any conditions imposed by the Committee.

- 5.08 Variances. The Board of Directors, in its sole discretion, shall be entitled to allow reasonable variances in any procedures specified in this Article V, the minimum construction standards specified in Article VI, or in any land use restrictions specified in Article II to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardship to Owner-applicant.
- 5.09 Appeals. Appeals from decisions of the Architectural Committee may be made to the Board of Directors which may elect, in its discretion, to hear the appeal or, in the alternative, to affirm the decision of the Architectural Committee. The Association rules may contain procedures to process appeals.

ARTICLE VI

MINIMUM CONSTRUCTION STANDARDS

Unless a variance is requested from, and granted by, the Board of Directors in accordance with this Declaration, Improvements constructed on any Lot shall conform to the following minimum construction standards:

- 6.01 Building Location. No building shall be located nearer to the front, side or rear Lot line or nearer to the side street line than the building setback lines as permitted by any applicable zoning ordinance or other governmental restriction or any other provision hereof.
- 6.02 Licensed Contractor. Residential structures shall be constructed by a contractor bonded, licensed and insured under the laws of the State of California.
- 6.03 Approval by Architectural Committee. No building, fence, wall or other permanent structure or Improvement shall be erected, altered or placed on any Lot until building plans, specifications and a plot plan showing the location of structures on the Lots have been submitted to the Architectural Committee for review and approval as described in Article V hereof.
- 6.04 Size. A single-story residence shall contain a minimum of 2,000-square feet, excluding garage and overhangs. In a two-story residence, the first

floor shall have a minimum of 1,600-square feet, and the first floor must be equal to or greater than the square footage of the second floor. The garage shall contain at least 440-square feet and shall be fully enclosed. Accessory buildings must conform to the main residence in terms of design, color, roof material and exterior appearance. As a general matter, accessory buildings may not be constructed on a Lot except in connection with or after construction of the main residence, except in connection with agricultural uses permitted by this Declaration.

6.05 Height. No building or other structure shall be greater than two stories in height, except those residential buildings constructed on hillsides may, where approved by the Committee, potentially make use of the area under the main floor for additional living area.

6.06 Setbacks

a. *General*. No Improvement, or part thereof, shall be placed or installed on any Lot closer to a property line than herein provided. The following Improvements are specifically excluded from these setback provisions:

- (1) Pole lines;
- (2) Underground pipelines;
- (3) Conduits;
- (4) Ditches;
- (5) Water works facilities for the production and distribution of water primarily for irrigation purposes; and
- (6) Perimeter three-rail split fences, landscaping, driveway gates, driveways, mailboxes.

b. *Front-Yard Setback*. The front-yard setback line is established 50 feet from the paved surface of the road forming the boundary of the front yard. Further, the front-yard setback area shall also encompass a minimum of 40 feet from the nearest point of intersection of any two roads.

c. *Side-Yard Setback*.

1. The setback line for the main residence is established at a minimum of 50 feet from the side property line.

2. The setback line for all buildings other than the main residence is established at a minimum of 20 feet from the side property line.
 - d. *Rear-Yard Setbacks.* The setback line is established at a minimum of 20 feet from the rear property line.
 - e. *Change in Setback.* Anything contained in this Article to the contrary notwithstanding, in the event the zoning of the subject property allows different setbacks, the setbacks required shall be those which are the more restrictive.
 - f. *Variances.* The Committee may determine that extenuating circumstances exist with respect to any Lot that would cause conformance to the above setback minimums to result in undue hardship on the Owner of any Lot; in which case, the Committee may approve such setback(s) for the Lot as it considers reasonable.
- 6.07 Utility Lines. All utility lines within the property shall be placed underground; no overhead lines will be allowed.
- 6.08 No Used Materials. No used buildings or structures intended for use as a residence shall be transported onto, placed or introduced on any Lot.
- 6.9 Building Materials and Colors. Acceptable materials for buildings are generally limited to wood, brick, stone, heavy stucco or adobe brick. Earth tones or white colors are favored for exterior of residences and outbuildings. All Improvements, including outbuildings, must be compatible with the main residence as to design, condition and colors. Wood trim and sash are preferred; metal sash and trim may be acceptable if painted or anodized. No undercoated metal frames will be approved.
- 6.10 Prohibition on A-Frame and Geodesic Dome Structures. No residence shall be constructed which utilized an "A-frame" or "geodesic dome" design.
- 6.11 Roofing Materials. All roofs shall be constructed of concrete tile, clay tile, slate or fiberglass simulating tile or shake. The metal roofing will simulate tile, shake, or shingle (i.e., Met-Tile or Decra). All other roof materials (including, but not limited to, asphalt shingle, metal and wood shake) are prohibited.
- 6.12 Roofs. The Architectural Committee must approve roof designs of all residences. Any approval by the Committee shall in no way imply any roof guarantee by such Committee. All visible roofing on any residence shall be uniform in design and material.

- 6.13 Siding Materials. The exterior walls of any residence, garage or other structure shall be finished with natural wood, stucco, stone, veneer, brick or brick veneer. All other siding materials (including, but not limited to, T-11, wooden-sheet siding or metallic siding) are prohibited.
- 6.14 Drainage. Without prior written approval of the Architectural Committee, no Owner shall do any work, construct any Improvement, place any landscaping, or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Owner's or any adjacent Lots or parcels or common area. Plans and specifications submitted by an Owner to the Architectural Committee in connection with the construction of a residence or other major structural Improvement shall include a drainage plan in sufficient detail to permit the Architectural Committee to assess the impacts, if any, of the Improvement on natural drainage courses.
- 6.15 Modular and Prefabricated Housing: Mobile Homes. No modular housing unit or prefabricated housing unit shall be permitted on any Lot.
- 6.16 Metal Buildings. No Metal Buildings shall be permitted on any Lot without written approval of the Architectural Committee.
- 6.17 Exterior Lighting and Fixtures. Fluorescent, mercury vapor, sodium, or amber vapor lights, or standard outdoor lights of the type used for security must be enclosed in a manner that directs the light in a specific area without causing a visual impairment to passing motorists or a nuisance to neighboring Lots. The Architectural Committee, at its sole discretion, shall determine the issue of whether a nuisance exists.
- All exterior fixtures that are attached to the residence shall be compatible with the design and materials of the residence. Any post-mounted exterior fixtures shall also be compatible in design and materials to the fixtures attached to the residence.
- 6.18 Glass. Certain architectural glass treatments, such as extensive use of black or heavy tint glass, mirrored or reflective glass, or brightly colored glass or polycarbonate panels, are not permitted without specific prior approval of the Architectural Committee.
- 6.19 Patios, Walkways and Driveways. All driveways, patio and walks materials shall be architecturally compatible to the design of the residence.
- 6.20 Water Systems, Septic Systems and Pools. All individual water-supply systems, on-site septic waste disposal systems and swimming pools on any Lot must be designed, located and constructed in accordance with the

requirements, standards and recommendations of the appropriate public health authority and the Architectural Committee. Approval of such systems shall also be obtained, if required, by any responsible governmental agency.

- 6.21 Garages. Each residence shall have at least a two-car garage which may be either of an attached or detached design. Garage doors shall be of a roll-top design. Carports do not satisfy the requirement of a two-car garage.
- 6.22 Excavation. Exposed openings resulting from any excavation upon a Lot must be backfilled and disturbed ground leveled. All excavation must be done in compliance with Riverside County Grading Ordinances and shall be certified by a California licensed soils engineer.
- 6.23 Fencing. All Lots on which animals are present shall be adequately fenced to keep all animals on that Lot. The Property has a three-rail fence theme. If a Lot has any fencing, that fencing must include a conforming three-rail fence that is the outermost (i.e., closest to the road) fencing on the Lot. The three-rail fence may be of vinyl or wood with 4" x 4" posts and 2" x 6" rails. Acceptable colors are white or natural wood color, and the color must be uniform. Such fencing shall be referred to herein as a "Three-Rail Fence." No barbed-wire fencing shall be allowed anywhere on the Property. No Improvement which extends more than one foot above grade shall be installed between the fencing closest to the road and the Three-Rail Fence (except a mailbox). No fences shall exceed a height of five feet unless otherwise required by code or Riverside County regulations. Metal-pipe fencing (such as horse corrals) are only permitted where a Three-Rail Fence exists between the pipe fencing and the closest road. Welded wire or V-mesh fencing on the inside or outside of the Three-Rail Fence is allowed, but chain link or similar wire fencing may be installed contiguous with a Three-Rail Fence. No fencing of any kind may be installed or altered without prior written approval from the Committee. Driveway gates and pilasters may only be installed with the prior written approval of the Committee. Such entry gates and pilasters must be in harmony with the neighborhood aesthetics as determined by the Committee.
- 6.24 Landscaping. Within 12 months of the completion of the residential structure on any Lot, the landscaping of the Lot shall be completed pursuant to the landscaping plans approved by the Committee. All landscaping upon a Lot shall be maintained by the Lot Owner in a neat and attractive condition. Weeds and dead growth must be regularly removed. Trees and shrubs must be regularly pruned to maintain an attractive appearance. Lot Owners may, with written approval from the Committee, install drought-tolerant landscaping.

- 6.25 Utilities and Solar. Telephone and power utility services are to be run underground from homesite and other Improvements to the streets. Solar panels for home residential use may be installed with prior written approval from the Committee.
- 6.26 Exterior Additions, Alterations. Exterior additions, such as decks, sunscreens, gazebos, patios, patio covers, children's play structures, or any alterations to existing structures, may only proceed if approved in writing by the Committee prior to any construction, including the repainting of any existing structures.

ARTICLE VII

ENFORCEMENT

- 7.01 Abatement and Suit. The Association has the authority to take action to enforce the provisions of this Declaration and any other provision of the Association's governing documents, including bylaw provisions and rules, regulations or policies adopted from time to time by the Association Board. The Association's enforcement options include the authority to levy a fine after notice and an opportunity for a hearing. The Association Board shall also have the right, but not the duty, to enter upon a Lot, after reasonable notice, to correct a violation of this Declaration or other Association governing document.
- 7.02 Deemed to Constitute a Nuisance. The result of every action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity against any Owner or lessee, either public or private, shall be applicable against every such result and may be exercised by the Association or by any Owner or lessee of property subject to these restrictions.
- 7.03 Attorneys' Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provisions thereof, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties in such amount as may be fixed by the court in such proceeding. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.
- 7.04 Inspection. The Association, the Committee or their agents may, from time to time, at any reasonable hour or hours, enter and inspect any Property subject to these restrictions to ascertain compliance therewith.

- 7.05 Failure to Enforce Not a Waiver of Rights. The failure of the Association or any Owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restrictions.

ARTICLE VIII

TERM, TERMINATION, MODIFICATION AND ASSIGNMENT OF DECLARANT'S RIGHT AND DUTIES

- 8.01 Term. This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of 30 years from the date of recording hereof; after which time, said covenants shall be automatically extended for successive periods of 10 years unless terminated, modified or amended as provided herein by Owners of 51 percent of the Lots subject to these restrictions.
- 8.02 Termination and Modifications. This Declaration, or any provisions hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the written consent of the Owners of 51 percent of the Lots subject to these restrictions.

ARTICLE IX

MISCELLANEOUS PROVISIONS

- 9.01 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the property.
- 9.02 Mutuality, Reciprocity; Runs with Land. All restrictions, covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefits of each and every part and parcel of the Property; shall create mutual, equitable servitudes upon each Lot in favor of every other Lot; shall create reciprocal rights and obligations between the respective Owners of all Lots and privity of contract and estate between all grantees of said Lots, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other Lots.
- 9.03 Rights of Mortgagees. All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and

deeds of trust now or hereafter executed upon the Property subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of the Property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, and his successors and assigns, shall hold any and all property so purchased subject to all of the restrictions and other provisions of this Declaration.


- 9.04 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraph to which they refer.
- 9.05 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the inability of such provision shall not affect the validity of the remaining provisions hereof.
- 9.06 Remedies Cumulative. Each remedy set forth in this Declaration shall be in addition to all other remedies, whether available at law or in equity, and all such remedies, whether or not set forth in this Declaration, shall be cumulative and not exclusive.
- 9.07 The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real Property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real Property covered hereby and hereby evidences his intent that all of the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners. The covenants and restrictions in this Declaration shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners of the Lots.
- 9.08 Notification of Sale of Lot. Concurrently with the consummation of the sale or transfer of any Lot or within five business days thereafter, the

9.10 Gender. As used in this Declaration, the masculine, or neuter gender, and the singular, or plural number, shall be deemed to include the others, whenever the context so indicates.

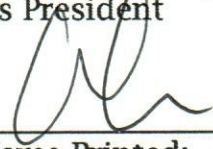
IN WITNESS WHEREOF, the Association has executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions as of the 28th day of September, 2021.

CAMINO DEL VINO ESTATES, INC.
A California nonprofit mutual benefit corporation

Dated: 10/8/2021

By: 
Name Printed: PATRICK SMITH
Its President

Dated: 10/12/2021

By: 
Name Printed: Mark Nunn
Its secretary

transferee shall notify the Association Board, in writing, of such sale or transfer. Such notification shall set forth (a) the name of the transferee and the transferor; (b) the transferee's mailing address; (c) the street address of the Lot purchased by the transferee; and (d) the date of the sale. Prior to receipt of such notification, all communications required or permitted to be given by the Association shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor. The transferor is responsible for providing a copy of this Declaration and any other Association governing documents to the transferee.

- 9.09 Notices. All notices and communications desired or required to be sent or delivered hereunder shall be in writing and may be served personally or shall be mailed, by certified mail, return receipt requested, as follows:

To the Association: Camino Del Vino Estates, Inc.
c/o PM Property Management
28715 Montezuma, #B
Temecula, CA 92590-2511

or at such other address or addresses as the Association may designate in writing, from time to time, by giving notice thereof to all Owners and the Association.

To the Committee: Camino Del Vino Estates, Inc.
Architectural Control Committee
C/O PM Property Management
28715 Via Montezuma, #B
Temecula, CA 92590-2511

or at such other address or addresses as the Committee may designate in writing, from time to time, by giving notice thereof to all Owners and the Association.

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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)

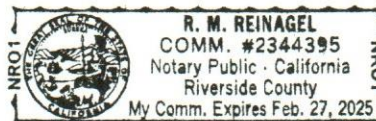
On October 08, 2021, before me, R.M. Reinagel, a Notary Public, personally appeared Patrick Smith, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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

[Signature]



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)

On 10/12/21, before me, Jaime Davis, a Notary Public, personally appeared Mark Newman, 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

[Signature]

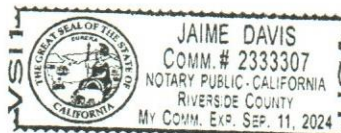


EXHIBIT "A"

Lots 1 through 18 of Riverside County Tract 11877, as per Map recorded in Book 115, pages 55 through 58, inclusive, of Maps of record, in the Office of the Riverside County Recorder, as amended by Certificate of Correction recorded August 21, 1990, as Instrument No. 311023, in the Office of the Riverside County Recorder, and to Lots 2 through 10 and A through D of Riverside County Tract 17968, as per Map recorded in Book 130, pages 29 through 31, inclusive, of Maps of record, in the Office of the Riverside County Recorder.