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ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MORENO VALLEY RANCH

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**ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE MORENO VALLEY RANCH**

WHEREAS, the Moreno Valley Ranch Community Association is located entirely within the County of Riverside and is comprised of multiple tracts which are subject to the recorded Declaration of Covenants, Conditions and Restrictions for The Moreno Valley Ranch Community Association, recorded July 28, 1988, as Instrument No. 211508, in the Official Records of Riverside County, California, as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch, recorded on the 25th day of August, 1988, as Instrument No. 243446, the Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch, recorded on the 15th day of December, 1988, as Instrument No. 367478, the Third Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch, recorded on the 12th day of June, 1989, as Instrument No. 191446, the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch, recorded on the 11th day of August, 1989, as Instrument No. 272778, the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch, recorded on the 25th day of September, 1989, as Instrument No. 32999, the Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch, recorded on the 7th day of December, 1989, as Instrument No. 428187, the Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch, recorded on the 23rd day of August, 1990, as Instrument No. 314934, the Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch, recorded on the 2nd day of April, 2002, as Instrument No. 169116, the Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch, recorded on the 24th day of November, 2003, as Instrument No. 2003-925263 and the Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for the Moreno Valley Ranch, recorded on the 29th day of September, 2010, as Instrument No. 2010-0466242 (collectively, the "Declaration");

WHEREAS, the properties set forth in Exhibit "A" hereto are subject to the Declaration;

WHEREAS, certain provisions of the Declaration may be amended by the affirmative vote of Delegates representing at least two-thirds (2/3) of the voting power of the Association [Article XII, Section 12.2(b)(ii), of the Declaration]; and

WHEREAS, the amendments herein to the Declaration were proposed and approved by the requisite percentage of the voting power of the Association represented by Delegates as specified in the Declaration.

NOW, THEREFORE, the above Declaration is hereby amended as follows:

1. A new Section 6.6 is added to Article VI of the Declaration providing as follows:

6.6. Prohibition Against Nuisances. No unduly noxious or offensive activities are permitted within the Community. No item or activity which creates loud noise, noxious odors, unreasonable disturbances or annoyances to Owners or residents of the Community is allowed upon any Lot or Unit.

(a) Owners are at all times responsible for ensuring their Lot or Unit is free of nuisances. A rented Lot or Unit does not excuse an Owner from the obligations of this section. Owners must take any action necessary to ensure all residents and tenants of their Lot or Unit are in compliance with the Association's governing documents, including possible removal or eviction of tenants.

2. A new Section 6.7 is added to Article VI of the Declaration providing as follows:

6.7. Residential Use. No Lot or Unit shall be occupied or used except for residential purposes by the Owner, their tenant, and guests as a single household.

(a) No Lot or Unit or portion thereof may be used for a commercial purpose except that an Owner or resident of a Lot or Unit may conduct commercial activities within their Lot or Unit in conjunction with their residential use so long as: (1) the existence or the operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Lot or Unit, and (2) the activity is consistent with the residential character of the Project and does not constitute a nuisance as may be determined by the sole discretion of the Board.

(b) The term "commercial" as used in this provision, shall be construed to have its ordinary, generally accepted meaning and shall include any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family regardless of whether: (1) such activity is engaged in full or part time, (2) such activity is intended to or does generate a profit, or (3) a license is required.

3. Article III, Section 3.4(c)(2)(i), of the Declaration is amended to read as follows:

(i) Meeting of Members. There shall be meeting of the members residing within such a Neighborhood for the purpose of electing or instructing a Neighborhood Delegate, which meeting shall occur prior to the annual meeting of the Community Association, or other meeting of the Community Association at which Delegates will have business to vote upon. The Neighborhood Delegate shall be

elected by a majority of a quorum of the members residing within such Neighborhood with candidate receiving the highest number of votes being the Neighborhood Delegate and the candidate receiving the second highest number of votes being the alternate Neighborhood Delegate. The Neighborhood Delegate and the Alternate Neighborhood Delegate shall serve in such capacity for three-year terms and until their successors are elected at a meeting of members within the Neighborhood. In any year in which in no Director or Delegate is up for election, and no other business is before the Neighborhood, a Neighborhood meeting need not be held.

4. Article III, Section 3.4(c)(2)(v), of the Declaration is amended to read as follows:

(v) Quorum for Meetings. A quorum shall consist of the presence at such meeting in person or by written proxy of the members residing within such Neighborhood entitled to vote at least ten percent (10%) of the total votes within such Neighborhood. If a meeting cannot be held because a quorum is not present, the members present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. If a time for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed above. The members present at each meeting shall select a chairman to preside over the meeting (unless the elected Neighborhood Delegate is present at such meeting, in which case such Neighborhood Delegate shall preside over the meeting) and a secretary to transcribe minutes of the meeting. Unless otherwise expressly provided, any action authorized hereunder may be taken at any duly notice meeting of the members residing within the Neighborhood upon the affirmative vote of the members having a majority of a quorum of the voting power present (whether in person or by proxy) at such meeting.

5. Article III, Section 3.4(e), of the Declaration is amended to read as follows:

(e) Interim Delegates. Notwithstanding any other provisions of this Community Declaration, the Board of Directors shall have the power to appoint an Interim Delegate for any unrepresented Neighborhood. The Interim Delegate appointed by the Board of Directors shall serve until such time as a new Neighborhood Delegate or Alternate Neighborhood Delegate is appointed or elected in accordance with this Community Declaration. A

Neighborhood will be deemed unrepresented where (1) no Delegate or Alternate Delegate has appeared at the two most recent Community Association Annual Meeting or any adjournments thereof, (2) where neither the Delegate or Alternate Delegate own a Lot within the Community, or (3) the Delegate resigned and there is no Alternate Delegate for the Neighborhood.

6. A new subdivision (k) is added to Article III, Section 3.6, of the Declaration as follows:

(k) Cluster Mailboxes. The power, but not the duty, to install, repair, or replace mailboxes serving more than one residential Lot. Including the power to levy a Single Benefit Community Assessment upon the Owners of the Lots benefited by the repair or replacement.

7. Article IV, Section 4.3(f), of the Declaration is amended to read as follows:

(f) Single Benefit Community Assessment. The Community Board may establish a Single Benefit Community Assessment for reconstruction, capital improvement, extraordinary maintenance, or any other cost or expense not otherwise provided for in this Community Declaration which will benefit less than all of the Community due to restrictions on the use or benefit of such Assessments to an individual Neighborhood or Non-Residential Area. Such a Single Benefit Community Assessment may be imposed only by a vote or written assent of at least fifty-one percent (51%) of the Owners within the Neighborhoods and/or Non-Residential Areas in the Community on whom such Single Benefit Community Assessment will be levied within ninety (90) days of the vote of the Community Board. Each Single Benefit Community Assessment shall be segregated in the Community funds solely to the Neighborhoods and/or Non-Residential Areas which solely derive the benefit therefrom. In the event that the Community Association obtains income directly related to an item which has been assessed as a Single Benefit Community Assessment, such income shall be allocated so as to reduce or offset such Single Benefit Community Assessments. Whenever the Community Association performs any service or accomplishes any item of repair or maintenance which it is the duty of a Neighborhood or a Non-Residential Area to accomplish, but which has not been accomplished by such Neighborhood or Non-Residential Area, or whenever the Community Association determines to preempt the performance of a Neighborhood or a Non-Residential Area of a given act of maintenance or repair, the Community Association shall specifically charge the cost thereof to the Neighborhood or Non-Residential Area for which such work was done and shall include such additional cost as a Single Benefit

Community Assessment for such Neighborhood or Non-Residential Area. Any Single Benefit Community Assessment shall be allocated among the Neighborhood Owners in the same manner as the Neighborhood regular assessments are allocated in the Neighborhood Restrictions and if there are no Neighborhood regular assessments, then such Single Benefit Community Assessment shall be allocated equally to the Owners within such Neighborhood or the Owners of the Non-Residential Areas. Whenever the Community Association performs the installation, repair, or replacement of a mailbox serving more than one residential Lot, the Community Association may specifically charge the cost thereof, split equally amongst the residential Lots served by the mailbox, as a Single Benefit Community Assessment on such Owners.

8. Article VIII, Section 6.3(a), of the Declaration is amended to read as follows:

(a) Easements for Maintenance. There are hereby established in favor of the Community Association, easements across, over, under and through all Lots, Units and Neighborhood Common Areas for access to and for the maintenance, repair, and/or replacement of the Community Common Area, any equipment or facilities servicing the Community Common Area, and any mailboxes serving more than one residential Lot (whether or not such equipment, facilities, or mailboxes are located upon the Community Common Area); provided, however, that such easements may only be utilized with as little inconvenience as possible to the Owners of the affected Lots, Units or Neighborhood Common Areas. Damage caused by the use of such easements shall be paid for by the person or entity causing such damage.

IN WITNESS WHEREOF, the undersigned Association has hereunto set its hand and seal this 30 day of April, 2017. 2019

THE MORENO VALLEY RANCH COMMUNITY ASSOCIATION

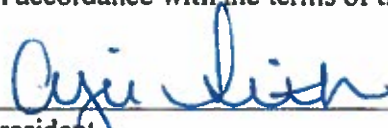
By: Aga Smith
Name Printed: Aga Smith
Its President

By: Darlin Williams
Name Printed: DARLIN WILLIAMS
Its Secretary

CERTIFICATE OF PRESIDENT

The undersigned, as the duly appointed President of The Moreno Valley Ranch Community Association, a California nonprofit mutual benefit corporation, hereby certifies that the foregoing amendment was duly and properly approved in accordance with the terms of the Declaration.

Dated: 30 April, ²⁰¹⁸~~2017~~



President
The Moreno Valley Ranch Community Association
Name Printed: Dya Smith

CERTIFICATE OF SECRETARY

The undersigned, as the duly appointed Secretary of The Moreno Valley Ranch Community Association, a California nonprofit mutual benefit corporation, hereby certifies that the foregoing amendment was duly and properly approved in accordance with the terms of the Declaration.

Dated: April 30, ²⁰¹⁸~~2017~~



Secretary
The Moreno Valley Ranch Community Association
Name Printed: DARIN WILLIAMS

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 April 30, 2018 before me, Olga R. Cannady, Notary Public
(insert name and title of the officer)

personally appeared Aja Smith and Darlin Williams
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)

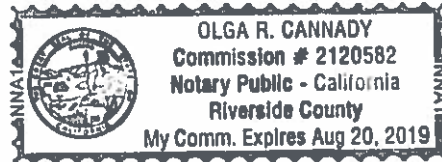


EXHIBIT "A"

The property subject to the Declaration consists of the property identified in the original declaration and all amendments and annexations thereto, which property includes, without limitation:

Lots 1 through 137, inclusive of Tract No. 22377, as per Map recorded January 27, 1989, in Book 197 of Maps, Pages 57-63, as Instrument No. 27809 in the Official Records of Riverside County, California.

Lots 1 through 139, inclusive, of Tract No. 22377-1, as per Map recorded January 27, 1989, as Instrument No. 27808 in the Official Records of Riverside County, California.

Lots 1 through 209, inclusive, of Tract No. 22378, as per Map recorded December 2, 1988, as Instrument No. 354021 in the Official Records of Riverside County, California.

Lots 1 through 176, inclusive, of Tract No. 22378-1, as per Map recorded November 28, 1988, as Instrument No. 346819 in the Official Records of Riverside County, California.

Lots 1 through 142, inclusive, of Riverside County Tract No. 22379, as per Map recorded December 20, 1988, as Instrument No. 373101 in the Official Records of Riverside County, California.

Lots 1 through 191, inclusive, of Riverside County Tract No. 22380, as per Map recorded May 16, 1989, as Instrument No. 158291 in the Official Records of Riverside County, California.

Lots 1 through 130, inclusive, of Tract No. 22380-1, as per Map recorded July 25, 1989, as Instrument No. 247083 in the Official Records of Riverside County, California.

Lots 1 through 249, inclusive, of Tract No. 22381, as per Amended Map recorded May 3, 1989, in Book 200 of Maps at Pages 91-98, as Instrument No. 142119, in the Official Records of Riverside County, California.

Lots 1 through 180, inclusive, of Tract No. 22382, as per Map recorded May 1, 1989, as Instrument No. 139385 in the Official Records of Riverside County, California.

Lots 1 through 114, inclusive, of Tract No. 22383 as per Map recorded February 21, 1989, as Instrument No. 052874 in the Official Records of Riverside County, California.

Lots 1 through 155, inclusive, of Tract No. 22383-1, as per Map recorded January 27, 1989, as Instrument No. 27865 in the Official Records of Riverside County, California.

Lots 1 through 28, inclusive, Lots 35 through 43, inclusive, Lots 46 through 51, inclusive, Lots 61 through 118, inclusive of Tract No. 23008, as per Map recorded May 22, 2000, in Book 292 of Maps at Pages 8 through 14, as Instrument No. 2000-193237 in the Official Records of Riverside County, California.

Lots 1 through 104, inclusive, of Tract No. 23008-1, as per Map recorded May 22, 2000, in Book 292 of Maps at Pages 3 through 7, as Instrument No. 2000-193236, in the Official Records of Riverside County, California.

Lots 1 through 50, inclusive of Tract No. 29920, as per Map filed in Book 417, pages 90 through 93, inclusive of Maps, as Instrument No. 2007-0189315 in the Official Records of Riverside County, California.

Lots 1 through 89, inclusive, of Riverside County Tract No. 29920-1, as per Map recorded December 3, 2004, in Book 369 of Maps at Pages 10-14, as Instrument No. 2004-0962734 in the Official Records of Riverside County, California.

Lots 1 through 92, inclusive, of Riverside County Tract No. 29920-2, as per Map recorded December 3, 2004, in Book 369 of Maps at Pages 15-19, as Instrument No. 2004-0962735 in the Official Records of Riverside County, California.

Lots 1 through 66, inclusive, of Tract 29920-3, as per Map recorded March 8, 2005, in Book 375 of Maps at Pages 77-81, as Instrument No. 2005-0181984 of the Official Records of Riverside County.

Lots 1 through 46, inclusive, of Riverside County Tract No. 30268, as per Map recorded December 6, 2006, in Book 413 of Maps at Pages 52-57, as Instrument No. 2006-0896322 in the Official Records of Riverside County, California.

Lots 1 through 121, inclusive, of Tract No. 30286, as per Map recorded April 19, 2002, in Book 318 of Maps at Pages 22 through 28, as Instrument No. 2002-204595, in the Official Records of Riverside County, California.

Lots 1 through 112, inclusive, of Tract No. 30286-1, as per Map recorded February 1, 2002, in Book 314 of Maps at Pages 56 through 62, as Instrument No. 2002-060025, in the Official Records of Riverside County, California

Lots 1 through 117 of Tract No. 30300, as per Map recorded February 18, 2003, in Book 331 of Maps at Pages 10 through 17, as Instrument No. 2003-112368 in the Official Records of Riverside County, California.

Lots 1 through 72, inclusive of Tract No. 30300-1, as per Map recorded August 4, 2003, in Book 339 of Maps at Pages 87 through 92, as Instrument No. 2003-589421 in the Official Records of Riverside County, California.

Lots 1 through 22, inclusive of Tract No. 30300-2, as per Map recorded August 4, 2003, in Book 339 of Maps at Pages 93 through 96, as Instrument No. 2003-589782 in the Official Records of Riverside County, California.

Lots 1 through 77, inclusive of Tract No. 30301, as per Map recorded June 19, 2002, in Book 320 of Tract Maps at Pages 24 through 29, as Instrument No. 2002-336729, in the Official Records of Riverside County, California.

Lots 1 through 189, inclusive, of Tract No. 30316, as per Map recorded November 18, 2003, in Book 345 of Maps at Pages 90 through 93, as Instrument No. 2003-908203 in the Official Records of Riverside County, California.

Lots 1 through 44, inclusive, of Tract No. 30317, as per Map recorded July 9, 2002, in Book 321 of Maps at Pages 37-40, as Instrument No. 2002-375469, in the Official Records of Riverside County, California.

Lots 1 through 182, inclusive, of Tract No. 30320, as per Map recorded May 10, 2004, in Book 356 of Maps at Pages 53 through 62, as Instrument No. 2004-0347255 in the Official Records of Riverside County, California.

Lots 1 through 141, inclusive, of Riverside County Tract No. 30320-1, as per Map recorded February 26, 2004, in Book 351 of Maps at Pages 13 through 22, as Instrument No. 2004-0133104 in the Official Records of Riverside County, California.

Lots 1 through 6, inclusive of Tract No. 30527, as per Map recorded December 30, 2002, in Book 328 of Maps at Pages 93 through 94, as Instrument No. 2002-783865 in the Official Records of Riverside County, California.

Lots 1 through 20, inclusive, of Tract No. 30708, as per Map recorded December 17, 2004, in Book 370 of Maps at Pages 25 through 27, as Instrument No. 2004-1001550 in the Official Records of Riverside County, California.

Lots 1 through 48, inclusive, of Tract No. 30822, as per Map recorded December 5, 2003, in Book 346 of Maps at Pages 89 through 93, as Instrument No. 2003-954782 in the Official Records of Riverside County, California.

Lots 1 through 5, inclusive of Riverside County Tract No. 32143, as per Map recorded September 1, 2005, as Instrument No. 2005-0725732 in the Official Records of Riverside County, California, including without limitation, all Condominium Units located therein.

Lots 1-7, inclusive of Riverside County Tract No. 32144, as per Map recorded September 1, 2005, as Instrument No. 2005-0725529 in the Official Records of Riverside County, California, including without limitation, all Condominium Units located therein.

Lots 1 through 6, inclusive of Riverside County Tract No. 32145, as per Map recorded December 10, 2004, as Instrument No. 2004-0983381 in the Official Records of Riverside County, California, including without limitation, all Condominium Units located therein.