

Government Code §12956.1.
Discriminatory Restrictions Disclosure

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

BY-LAWS
OF
ECHO HILLS HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the association is ECHO HILLS HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the association shall be located at _____, Hemet, California.

ARTICLE II

DEFINITIONS

Section 1. "Declarant" Defined. "Declarant" shall mean and refer to Echo Hills Homes, a joint venture by Loma Linda Housing Systems, a California corporation, La Cresta Service Corporation, a California corporation and Andrea Way Corporation, a California corporation, owners and its successors and assigns, if such successors and assigns should acquire more than one (1) Lot from the Declarant for the purpose of development.

Section 2. "Declaration" Defined. "Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions of Echo Hills Homes, as amended from time to time as therein provided, recorded in Book ____, at Page/File ____, et seq., Official Records of the Riverside

County Recorder, which Declaration is, by this reference, incorporated herein and made a part hereof.

Section 3. Other Definitions. The definitions contained in Article I of the Declaration, are incorporated herein by reference.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Each owner (including Declarant) of a Lot in the Properties (as defined in the Declaration), by virtue of being such an owner, shall be a member of the Association, provided that any such person or entity having any such interest merely as security for the performance of an obligation shall not be a member. The Association membership of each Owner (including Declarant) and the right to vote shall be appurtenant to, and may not be separated from, the fee ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. Every member of the Association shall be subject to and shall abide by the provisions of the Declaration, these By-laws and any rules and/or regulations from time to time promulgated by the Board of Directors of the Association.

Section 2. Voting Rights. The classes of membership, and the voting rights of members shall be controlled by Article III of the Declaration, the terms of which are incorporated herein by reference.

ARTICLE IV

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT

OF COMMON AREAS

Each Owner shall be entitled to the use and enjoyment of the Common Areas and facilities as provided in Article II of the Declaration. Any member may delegate his right of enjoyment in the Common Areas and facilities to the members of his family who reside within the Properties or to any of his tenants who reside therein. Such Owner shall notify the Secretary of the Association in writing of the name of any such person or persons and of the relationship of the Owner to such person or persons.

ARTICLE V

MEETING OF MEMBERS

Section 1: Annual Meetings. The first annual meeting of the members shall be held within six (6) months after the closing of the sale of the first Lot, or not later than 45 days after 51% of the Lots have been sold, whichever occurs first, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. All meetings shall be at the principal office of the Association or at such other place on the Properties as may be designated

by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the Association's President or by its Board of Directors, or upon written request therefor signed by members representing not less than 25% of the total voting power of the Association or by members representing not less than 15% of the voting power residing in members other than Declarant.

Section 3. Notices of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary of the Association or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Except in emergency situations at least 15 days notice of any meeting shall be provided. Each written notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-quarter (1/4) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, a majority of those present in person or by proxy

may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than five (5) nor more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall be one-quarter (1/4) of the votes of each class of membership.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association twenty-four (24) hours before the time appointed and scheduled for the meeting at which the vote shall be taken. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Method of Voting. Voting may be viva voice or by ballot; provided, however, that all elections for directors must be by secret written ballot.

Section 7. Consent of Absentees. The transaction of business at any meeting of members, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the members entitled to vote, whether present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the

Association records or made a part of the minutes of the meeting.

Section 8. Action Without Meeting. Any action which, under the provisions of the laws of the State of California, may be taken at a meeting of the members, may be taken without a meeting, if authorized by a writing signed by all of the members who would be entitled to vote at a meeting for such purpose and filed with the Secretary of the Association.

Section 9. Order of Business at Meetings. At all meetings of the members, the following order of business shall be observed insofar as it is consistent with the purposes and objectives of the meeting: (1) calling the roll to determine the Owners represented at the meeting; (2) reading of notice and proof of call of meeting; (3) reports of officers; (4) reports of committees; (5) unfinished business; (6) new business; (7) election of directors; and (8) miscellaneous business. Meetings of the members shall be conducted by the officers in order of their priority.

ARTICLE VI

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association, until conversion of Class B membership to Class A membership, after which time all directors must be members of this Association.

Section 2. Term of Office. At the first meeting for

the election of directors, the members shall elect three (3) directors for a term of one (1) year, and two (2) directors for a term of two (2) years; and, at each annual meeting thereafter, the members shall elect directors for a term of two (2) years to succeed those directors whose terms have expired; provided, however, that if at any meeting members, other than Declarant, do not have a sufficient percentage of voting power to elect at least one (1) director through cumulating all of their votes, at least one (1) director shall be elected for any term, as above provided, solely upon the vote of Class A members other than Declarant. If any annual meeting is not held, or the directors are not elected thereat, the directors may be elected at any special meeting of members held for that purpose. All directors shall hold office until their respective successors are elected.

Section 3. Vacancies. Vacancies in the Board may be filled by a majority of the remaining directors, though less than a quorum, and each director so elected shall hold office for the unexpired term of his predecessor and until his successor is elected at an annual meeting of members, or at a special meeting called for that purpose.

Any director may be removed from the Board, with or without cause, by a vote of the members cast in the same manner as such votes may be cast for the election of directors, as set forth in these By-laws; provided, however, a director

who has been elected solely by the votes of Class A members, other than Declarant, may be removed from office prior to the expiration of his term of office only by the vote of a majority of the Class A members other than Declarant.

A vacancy or vacancies shall be deemed to exist in case of the death, resignation or removal of any director, or if the members shall increase the authorized number of directors but shall fail, at the meeting at which such increase is authorized or at an adjournment thereof, to elect the additional directors so provided for; or, in the case members fail, at any time to elect the full number of authorized directors. If a director shall fail to attend three (3) consecutive regular meetings of the Board without leave granted by the Board, the office of such director may be declared vacant by a majority of the remaining directors.

The members may at any time elect directors to fill any vacancy not filled by the directors, and may elect the additional directors at the meeting at which an amendment of the By-laws is voted authorizing an increase in the number of directors.

If any director tenders his resignation to the Board, the Board shall have power to elect a successor to take office at such time as the resignation shall be effective.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual

expenses incurred in the performance of his duties.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy,

as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is permitted.

ARTICLE VIII

MEETINGS OF DIRECTORS

Section 1. Place of Meeting. Regular meetings of the Board shall be held at a place within the Properties or at any place within Riverside County, California, which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. Notice of the time and place of such meetings shall be posted at a prominent place or places within the Common Area. Special meetings of the Board may be held either at a place within the Properties or at a place so designated. Regular meetings shall be held monthly at a time and date designated by the Board or more infrequently on at least a quarterly basis if business to be transacted by the Board does not justify more frequent meetings.

Section 2. Organization Meeting. Immediately following each meeting of members for the election of directors, the Board shall hold a regular meeting for the purpose of organization, election of officers and the transaction of other business. Notice of such meetings is hereby dispensed with.

Section 3. Other Regular Meetings. Other regular meetings of the Board shall be held at such time and place

as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day thereafter ensuing which is not a legal holiday.

Section 4. Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board or by the President of the Association; or, if they are absent or unable or refuse to act, by any Vice President or by any two (2) directors, other than the President.

Written notice of the time and place of special meetings and the nature of any special business to be considered shall be delivered personally to the directors or sent to each director by letter or by telegram charges prepaid and addressed to him at his address as it is shown upon the records of the Association; or, if it is not so shown upon the said records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States Mail or delivered to the telegraph company in the County of Riverside, at least seventy-two (72) hours prior to the time of the holding of the meeting. In case such notice is delivered personally to any director as above provided, it shall be so delivered at least forty-eight (48) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery, as above provided, shall be proper and personal

notice to such director.

Section 5. Notice of Adjournment. Notice of adjournment of any directors' meeting, either regular or special, need not be given to absent directors if the time and place are fixed at the meeting adjourned.

Section 6. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Association's records or made a part of the minutes of the meeting.

Section 7. Quorum. A majority of the number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board.

Section 8. Adjournment. A quorum of the directors may adjourn any directors' meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors' meeting, either regular or special, may adjourn from time to time

until the time fixed for the next regular meeting of the Board.

Section 9. Attendance at Meetings. Regular and special meetings of the Board shall be open to all members of the Association; provided, however, members who are not directors shall not participate in any deliberation or discussion unless expressly so authorized by vote of a majority of a quorum of the Board. The Board may, with the approval of a majority of a quorum of the Board, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may be involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. Subject to limitations of the Declaration or the By-laws and the laws of the State of California, as to action required to be authorized or approved by the members, and subject to the duties of directors as prescribed by the By-laws, all Association powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by, the Board with the right to delegate its powers to committees, officers and employees. Without prejudice to such general powers but subject to the same limitations, it is hereby expressly declared that the directors

shall have the following powers, to wit:

- (a) To select and remove all the other officers, agents and employees of the Association; prescribe such powers and duties for them as may not be inconsistent with law, the Declaration or the By-laws; fix their compensation; and, at the discretion of the directors, require from them security for faithful service.
- (b) To adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the members and their guests and delegates thereon, and to establish penalties for the infraction thereof.
- (c) To conduct, manage and control the affairs and business of the Association.
- (d) To borrow money and incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor in the Association name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefor.
- (e) To contract for goods and/or services for the Common Area, facilities and interests or for the Association, subject to the limitations elsewhere provided in these By-laws, to maintain and otherwise

manage or cause to be managed, the Common Area and all other property acquired by the Association, and to contract and pay maintenance, gardening, utilities, materials and supplies and services, relating to the Common Area and to employ personnel reasonably necessary for the operation of the Association, including lawyers and accountants where appropriate.

- (f) To contract and pay for the expenses of the Association.
- (g) To pay taxes and special assessments which are or would become a lien on the Common Area.
- (h) Where appropriate, to pay for reconstruction of any portion or portions of the Common Area damaged or destroyed which are to be rebuilt.
- (i) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-laws, or the Declaration.
- (j) To grant easements where necessary for utilities and sewer facilities over the Common Area.
- (k) To enter upon any privately owned subdivision interest as necessary in connection with construction, maintenance or emergency repair for the benefit of the Common Area or the members in common.

Section 2. Duties. It shall be the duty of the Board:

- (a) To cause to be kept a complete record of all of

its acts and affairs and cause an annual independent examination or audit of the Association's account or accounts to be made and to cause a copy of such report to be available to each member within thirty (30) days of completion.

- (b) To supervise all officers, agents and employees of the Association and to see that their duties are properly performed.
- (c) As more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any owner, a certificate setting forth whether or not any portion thereof have been paid. A reasonable charge may be made by the Board for the issuance of these certificates.

If a certificate states that said assessments or any portion thereof have been paid, such certificate shall be conclusive evidence of such payment.

- (e) To contract and pay premiums for fire, casualty, liability and other insurance, including indemnity and other bonds.
- (f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (g) To cause the Common Area and all other property of the Association to be maintained and managed.
- (h) To perform all other duties as may be required of the Board by the Declaration, the By-laws or the laws of the State of California.

Section 3. Limitations. The Board of Directors shall be prohibited from taking any of the following actions, except with the vote or written assent of a majority of the voting power of the Association residing in Class A members:

(a) Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than one (1) year with the following exceptions:

(1) A management contract, the terms of which have been approved by the Federal Housing Administration or the Veterans Administration.

(2) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

(3) Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits for short rate cancellation by the insured.

(b) Incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(c) Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

Section 4. Budgets and Financial Statements. It shall be the duty of the Board of Directors to prepare financial statements for the Association and to distribute copies thereof to each member of the Association as follows:

(a) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year.

(b) A balance sheet--as of an accounting date

which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a Lot--and an operating statement for the period from the date of the first closing to said accounting date, shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the Lot and the name of the entity assessed.

(c) A balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year shall be distributed within ninety (90) days after the close of the fiscal year.

(d) An external audit by an independent public accountant shall be required for fiscal-year financial statements (other than budgets) for any fiscal year in which the gross income to the Association exceeds \$75,000.

Section 5. Committees. The Board shall appoint an Architectural Control Committee as provided in the Declaration, and a Nominating Committee, as provided in these By-laws. The Board, by resolution, may create other committees as deemed appropriate in carrying out its purposes. The number of members of other committees and the persons who shall be members thereof shall be determined by the Board. The Board shall have the discretion to appoint nonmembers of the Association to other committees.

Section 6. Rules. The Board may adopt such rules as

it deems proper for the use of the Association property. A copy of the rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and may, but need not, be recorded. Upon such mailing, delivery or recordation, the rules shall have the same force and effect as if they were set forth in and were a part of the Declaration.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may

be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause, shall be filled by the Board at any regular or special meeting, and the officer so chosen shall hold office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 7. President. The president shall be the chief executive officer of the Association and shall, subject to the control of the Board, have general supervision, direction and control of the business and officers of the Association. He shall preside at all meetings of the members and, in the absence of the Chairman of the Board or, if there be none, at all meetings of the Board. He shall be, ex officio, a member of all the standing committees and shall have such other powers and duties as may be prescribed by the Board or the By-laws.

Section 8. Vice President. In the absence or disability of the president, the vice president shall perform all the

duties of the president and, when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice president shall have such other powers and perform such other duties as from time to time may be prescribed for him by the Board or the By-laws.

Section 9. Secretary. The secretary shall keep or cause to be kept a book of minutes at the principal office or such other place as the Board may order, of all meetings of directors and shareholders, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the members present or represented at members' meetings and the proceedings thereof. The secretary shall keep or cause to be kept a membership book containing the name and address of each member. Termination of any membership shall be recorded in the book, together with the date on which the membership ceased.

The secretary shall give or cause to be given notice of all the meetings of the members and of the Board required by the By-laws, the Declaration or by-law to be given, and he shall keep the seal of the Association in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board or the By-laws.

Section 10. Treasurer. The treasurer shall keep and

maintain or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association. The books of account shall at all time be open to inspection by any director.

The treasurer shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board. He shall disburse the funds of the Association as may be ordered by the Board, shall render to the president and directors, whenever they request it, an account of all of his transactions as treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these By-laws.

ARTICLE XI

MISCELLANEOUS

Section 1. Inspection of Association Records. The membership register, books of account and minutes of meetings of the members, of the Board of Directors and of committees of the Board of Directors of the Association shall be made available for inspection and copying by any member of the Association--or by his duly-appointed representative--at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place within the Properties as the Board of Directors shall prescribe.

The Board of Directors shall establish reasonable rules

with respect to:

(a) Notice to be given to the custodian of the records by the member desiring to make the inspection;

(b) Hours and days of the week when such an inspection may be made; and

(c) Payment of the cost of reproducing copies of documents requested by a member.

Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by resolution of the Board.

Section 3. Contracts, Etc., How Executed. The Board, except as in the By-laws otherwise provided, may authorize any officer or officers, agents or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by any contract

of engagement or to Pledge its credit or to render it liable for any purpose or to any amount.

Section 4. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of the establishment of the Association.

Section 5. Association Seal. The Association shall have a seal in circular form having within its circumference the words: ECHO HILLS HOMEOWNERS ASSOCIATION.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of sixy percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XIII

AMENDMENTS AND CONFLICTS

Section 1. Amendments. These By-laws may be amended by the vote or written consent of fifty-one percent (51%) of each class of members, except that the Federal Housing Administration or the Veterans Administration (provided they are guaranteeing or insuring loans on a portion of the Properties) shall have the right to veto amendments while there is Class B membership.

Section 2. Conflict. In the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

- (1) That I am the duly elected and acting Secretary of ECHO HILLS HOMEOWNERS ASSOCIATION.
- (2) That the foregoing By-laws, comprising the immediately preceding pages, including this page, constitute the original By-laws of said Association, as duly adopted at the first meeting of the Board of Directors thereof, duly held on _____, 1978.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association on _____, 1978.

Secretary

AMENDMENT TO BY-LAWS OF
ECHO HILLS HOMEOWNER'S ASSOCIATION

WHEREAS, it is deemed to be in the best interest of the Echo Hills Homeowner's Association, and all members thereof, the undersigned, being members in good standing, do hereby consent in writing pursuant to Article XIII of said By-Laws, to amend the existing By-Laws of the Homeowners Association, as follows:

ARTICLE XIII. Section 1 which reads as follows:

AMENDMENTS AND CONFLICTS

Section 1. Amendments. These By-laws may be amended by the vote or written consent of fifty-one percent (51%) of each class of members, except that the Federal Housing Administration or the Veterans Administration (provided they are guaranteeing or insuring loans on a portion of the Properties) shall have the right to veto amendments while there is Class B membership.

shall be amended as follows:

AMENDMENTS AND CONFLICTS

Section 1. Amendments. These By-laws may be amended by the vote or written consent of two-thirds (66.6%) of the members of the Homeowner's Association.

We consent to the foregoing Amendment which we have signed this 15 day of November, 1982.

<u>OWNER</u>	<u>LOT NUMBER</u>
<u>George Kasper f.</u>	<u>8</u>
<u>Catherine Park</u>	<u>12</u>
<u>Margaret Barrenas</u>	<u>23</u>
<u>Mary Nell Lapsley</u>	<u>20</u>

Elizabeth C. Greene	9
Raymond S. Tolkin	27
Christina Spantoni	17
Robert Pharo	19
Kenneth C. Gural	32
711 - Smith	22
Arlene L. Sumner	31
Paul W. Maston	18
John E. Dittinger	26
Faye Berry	3
Cheryl Lynn Stuber	1
Dr. Campbell	14
Frank Gregson	24
Tom Cantwell	16
Kimberly J. Lease	30
Mr & Mrs Norman H. Farrell	15
Therese Marie Albini	34
Clara Carnum	11

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1) That I am the duly elected and acting Secretary of ECHO HILLS HOMEOWNER'S ASSOCIATION;

2) That the foregoing Amendment to By-Laws, comprising the immediately preceding pages, including this page, constitute the

original Amendment to the By-Laws of said Association, as duly adopted on this 15 day of November, 1982.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association on _____, 1982.



Cheryl Ann Shulen
Secretary

ECHO HILLS HOMEOWNERS ASSOCIATION

451 King Court
Hemet, California 92343

BY-LAWS

Article VIII Sec. 8.2 ADDENDUM Para. (C)

An owner shall maintain any construction made on the private area of any lot. Example: Patio Covers, Patios, etc., or any item permanently attached to the property. Temporary attachments must be maintained and/or removed at the expense of the owner upon the request of the Board. Prior to sale of the property, these temporary attachments must be removed at the expense of the owner.



Cheryl A. Hulce
Secretary

July 17, 1981
Date

PLEASE FILE:

MUST BE GIVEN TO THE NEXT OWNER

ECHO HILLS HOMEOWNERS ASSOCIATION
451 King Court
Hemet, California 92343

ASSOCIATION RULES

(Pursuant to Article IX Section B of the By-Laws)

IV. SUBMITTAL OF PLANS FOR EXTERIOR CONSTRUCTION

Two sets of plans for Exterior Construction are to be given to the Association Secretary for action by the Architectural Committee. One set is for the Association files, and one set is to be returned to the homeowner.

Plans for Exterior Construction must be approved by the Architectural Committee prior to construction.



Cheryl A. Hulien
Secretary

July 17, 1981
Date

PLEASE FILE:

MUST BE GIVEN TO THE NEXT OWNER

ASSOCIATION RULES

(Pursuant to Article IX Section B of the By-Laws)

I. USE OF PLASTIC BAGS

The use of plastic bags for the removal of trash is not permitted. Trash must be placed in clean and well-maintained plastic or metal trash cans. Exception: Gardener will be permitted to use plastic bags for clipping disposal.

II. UNAUTHORIZED CHANGES MADE TO THE EXTERIOR OF PROPERTY

The owner may be required to remove same and pay for repairs or reimburse the Association for such costs.

The owner will be required to maintain any unauthorized addition to the building. Example: Roof Air Turbines. After the unauthorized installation the garage roof maintenance will be at the expense of the property owner.

III. PLACEMENT OF REAL ESTATE "FOR SALE" SIGNS

Signs "For Sale or Rental" for properties located south of King Court shall be placed at the Southeast corner of the Echo Hills Homes Common Area next to the sidewalk leading into the property. Properties on the North side of King Court will place their signs on the Northeast corner of the Echo Hills Homes Common Area.

In addition to these signs the property owner may place one sign in one of his/her windows. Owners desiring to sell their own property will show their address and telephone number on their signs.



ECHO HILLS HOMEOWNERS ASSOCIATION

Cheryl A. Heelen
Secretary

June 26, 1981
Date

PLEASE FILE: MUST BE GIVEN TO THE NEXT OWNER.

BY-LAWS

Article VIII Sec. 8.2 ADDENDUM Para. (C)

An owner shall maintain any construction made on the private area of any lot. Example: Patio Covers, Patios, etc., or any item permanently attached to the property. Temporary attachments must be maintained and/or removed at the expense of the owner upon the request of the Board. Prior to sale of the property, these temporary attachments must be removed at the expense of the owner.



Cheryl A. Hulman
Secretary

July 17, 1981
Date

PLEASE FILE:

MUST BE GIVEN TO THE NEXT OWNER

... in a meeting on May 01, 1985.

ASSOCIATION RULES

(Pursuant to Article IX Section B of the By-Laws)

III. PLACEMENT OF REAL ESTATE "FOR SALE" SIGNS

Signs "For Sale or Rental" shall be located along each individual home for sale or rent. A plain "House For Sale" sign, with house numbers indicated, will be placed next to the sidewalk at the Southeast corner of Echo Hills common area. In addition to these signs the property owner may place one sign in one of his/her windows. Owners desiring to sell their own property will show their address and telephone number on their signs.



ECHO HILLS HOMEOWNERS ASSOCIATION

Emily J. Leach
Secretary

May 06, 1985
Date

PLEASE RETAIN THIS WITH YOUR ASSOCIATION FILE, TO BE PRESENTED TO FUTURE OWNER.

City of Hemet
Hemet, California 92343

ASSOCIATION RULES

(Pursuant to Article IX Section 8 of the By-Laws)

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Cheryl A. Hulson
Secretary

July 17, 1981
Date

PLEASE FILE

MUST BE GIVEN TO THE NEXT OWNER

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ECHO HILLS HOMEOWNERS ASSOCIATION

Cheryl A. Sulea
Secretary

June 26, 1981
Date

PLEASE FILE: MUST BE GIVEN TO THE NEXT OWNER.

ECHO HILLS HOMEOWNERS ASSOCIATION
451 King Court
Hemet, California 92343

CC-42

S/BCC+R's

BY-LAWS

Article VIII Sec. 8.2 ADDENDUM Para. (C)

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Cheryl A. Hulien
Secretary
July 17, 1981
Date

PLEASE FILE: MUST BE GIVEN TO THE NEXT OWNER

BY-LAWS

PROPOSED

Article VIII Sec. 8.2 ADDENDUM Para. (C)

An owner shall maintain any construction made on the private area of any lot. Example: Patio Covers, Patios, etc., or any item permanently attached to the property. Temporary attachments must be maintained and/or removed at the expense of the owner upon the request of the Board. Prior to sale of the property, these temporary attachments must be removed at the expense of the owner.

ECHO HILLS HOMEOWNERS ASSOCIATION

Cheryl A. Skiles
Secretary

June 26, 1981
Date

*add the
to
Article V
rephrase*

ASSOCIATION RULES

(Pursuant to Article IX Section B of the By-Laws)

White
6.2
6.8
a)

I. USE OF PLASTIC BAGS

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6.2
6.8
a)

II. UNAUTHORIZED CHANGES MADE TO THE EXTERIOR OF PROPERTY

The owner may be required to remove same and pay for repairs or reimburse the Association for such costs.

See also 6.2 c.c.r

The owner will be required to maintain any unauthorized addition to the building. Example: Roof Air Turbines. After the unauthorized installation the garage roof maintenance will be at the expense of the property owner.

+ 5.5

6.2
6.8
a)
5.2
(a)
+ R-2

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ECHO HILLS HOMEOWNERS ASSOCIATION

Cheryl A. Helen
Secretary

June 26, 1981
Date

PLEASE FILE: MUST BE GIVEN TO THE NEXT OWNER.

ECHO HILLS HOMEOWNERS ASSOCIATION
451 King Court
Hemet, California 92343

ASSOCIATION RULES

(Pursuant to Article IX Section B of the By-Laws)

Article 1(1)

CCP
Article VI, 6.1

IV. SUBMITTAL OF PLANS FOR EXTERIOR CONSTRUCTION

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Cheryl A. Stulen
Secretary

July 17, 1981
Date

PLEASE FILE:

MUST BE GIVEN TO THE NEXT OWNER

PART II -- PROJECT INVENTORY AND
BUDGET WORKSHEETS

		<u>Per Unit</u> <u>Per No.</u>	<u>Total</u> <u>Monthly</u>	<u>Total</u> <u>Annual</u>
100	<u>FIXED COSTS</u>			
101.	Property Taxes		0	0
102.	Corp. Franchise Taxes	0	0	0
103.	Insurance	6.04	205.50	2466.
104.	Business Licenses, etc.	.12	3.91	46.92
	SUB TOTAL	6.16	209.41	2512.92
200	<u>OPERATING COSTS</u>			
201.	Electricity (from work sheet)	.23	7.82	93.84
	Lighting: Leased (No. _____)	0	0	0
202.	Gas (from work sheet)	0	0	0
203.	Water (from work sheet)	5.41	184.00	2208.
205.	Television Cable Service	0	0	0
207.	Custodial Area _____ No. of Restrooms _____ Service _____	0	0	0
	Supplies _____	0	0	0
* 208.	Landscape Area _____ Service _____	17.35	590.	7080.
	Supplies _____	0	0	0
** 209.	Refuse Disposal Cans _____ Bins _____	0	0	0
210.	Elevator No. _____ Type _____	0	0	0
211.	Streets and Drives Area <u>12,652</u>	1.47	49.98	599.76
212.	Air-Conditioning Area _____	0	0	0
213.	Swimming Pool Surface Area _____	0	0	0
214.	Tennis Court _____	0	0	0
215.	Security Guard Hours Per Day _____ Motorized _____ No. of Gates _____	0	0	0

* 52,000 square feet of ground cover at 5 cents per square feet per year and 28,000 square feet of grass at 16 cents per square feet per year.

** Individual meters have been installed so owners will be billed individually.

216. Miscellaneous			
Minor Repairs	1.50	51.00	612.00
Pest Control	0	0	0
Snow Removal	0	0	0
Intercoms	0	0	0
	0	0	0
SUB TOTAL	25.96	882.80	10593.60
TOTAL BUDGET	32.12	1092.21	13106.52

of Sub. Report

300 RESERVES

7.67

301-312 (see reserve work sheet)	5.06	171.87	2062.54
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400 ADMINISTRATION

401. Professional Management	3.50	119.	1428.00
402. Legal	.84	28.56	342.72
403. Accounting	.74	25.16	301.92
404. Miscellaneous, office expense	.12	4.08	48.86
SUB TOTAL	5.20	176.80	2121.60

500 CONTINGENCY

of Sub. Report

2.29

501. New Construction	1.27	43.22	518.73
502. Conversions	0	0	0
SUB TOTAL	1.27	43.22	518.73
TOTAL BUDGET	43.65	1484.10	17,809.39

ECHO HILLS HOMEOWNERS'
Association
451 King Court
Hemet, CA 92343

THE ECHO HILLS HOMEOWNERS' ASSOCIATION POLICY CONCERNING LATE PAYMENT OF ASSESSMENTS IS AS FOLLOWS:

ASSESSMENTS ARE DUE THE FIRST (1ST) DAY OF EACH MONTH, LATE ON THE ELEVENTH (11TH) DAY OF EACH MONTH.

PENALTIES WILL BE CHARGED ON LATE ASSESSMENTS AS ALLOWED BY CALIFORNIA LAW, WHICH INCLUDE LATE CHARGES OF 10% OR \$10.00, WHICHEVER IS GREATER, INTEREST OF 12% PER YEAR ON DELINQUENT ASSESSMENTS, REASONABLE COSTS OF COLLECTION, AND/OR A LIEN ON THE UNIT.

A CHECK RETURNED BY THE BANK FOR ANY REASON WILL BE CONSIDERED NON-PAYMENT OF ASSESSMENT. MAKER OF CHECK WILL REIMBURSE THE ASSOCIATION FOR RETURNED CHECK CHARGES APPLIED TO ASSOCIATION BANK ACCOUNT.

THIS POLICY WILL TAKE EFFECT JANUARY 1, 1991, AND REMAIN IN EFFECT UNTIL FURTHER NOTICE.

ECHO HILLS HOMEOWNERS' ASSOCIATION
BOARD OF DIRECTORS

DAN KASPER, PRESIDENT