

# Del Mesa Carmel Community Association, Inc.

## Ground Rules (March 2002)

(INCLUDING CHANGES TO 50, 51, and 52)

Del Mesa's Board of Directors has established the rules, regulations and procedures contained herein. As changes to these Ground Rules occur, they will be numbered, and association members will be provided a copy. The change number should be entered on the change transmittal record page, and the change itself should be incorporated into this document to ensure it remains up to date.

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.1 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.

## CHANGE TRANSMITTAL RECORD

| <u>CHANGE NUMBER</u> | <u>PAGE(S) AFFECTED</u> | <u>DATE</u> |
|----------------------|-------------------------|-------------|
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| 7                    | 26                      | 7/01/03     |
| 8                    | 26                      | 7/01/03     |
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**Appendix A      Maintenance & Repair Responsibilities Matrix**

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**Appendix F      Gate Access Policy**

## PREFACE

Del Mesa Carmel is a condominium community association, incorporated as a non-profit mutual benefit corporation under the laws of California on March 1, 1994, and subject to those laws. The Association is also bound by the Declaration Protective Restrictions originally recorded on November 8, 1967, and as amended on February 4, 2002, and the Bylaws of the Association.

These Ground Rules constitute constructive notice of other Rules, Conditions and Restrictions established by the Board of Directors. These rules apply equally to all classes of Members of the Association.

Del Mesa Carmel is self-governing, with an elected Board of Directors and an appointed, on-site management team. Counsel of Record, Auditors and Insurance Underwriters are appointed by the Board of Directors.

## SECTION I

### GENERAL INFORMATION

#### EMERGENCY TELEPHONE NUMBERS:

**Club Mesa 624-1853**

**Ambulance 911**

**Fire 911**

**Sheriff 911**

**IN CASE OF ANY EMERGENCY, DIAL 911 AND STATE THE PROBLEM TO THE OPERATOR. THIS WILL START EMERGENCY EQUIPMENT MOVING TOWARD DEL MESA. THEN CALL OFFICE PERSONNEL AT 624-1853, AND INFORM THEM OF THE SITUATION.**

#### **1. CLUBHOUSE RECEPTION DESK (624-1853)**

The Reception Desk serves as the Association coordination center. A staff member who is prepared to take appropriate action in emergency situations is present from 8 a.m. to 9 p.m. seven days a week. The reception desk telephone rings at the Guardhouse after the Clubhouse is closed.

In addition to being a point of continuous contact for emergency needs, the Reception Desk also serves as the focal point for maintenance service requests, Dining Room and Guest House reservations, and other information on any subject covered by these Ground Rules. Matters which office personnel are unable to resolve satisfactorily will be referred to the General Manager.

#### **2. SAFETY & SECURITY**

The Grounds Maintenance Supervisor is the designated Association Fire Marshal. In case of fire during normal working hours, he will organize and direct the fire fighting effort until the Fire Department arrives.

If a fire occurs after normal working hours, Guardhouse security personnel have standing instructions on whom to notify. Residents should first call 911 to report the fire, then also call the Guardhouse security guard (624-1853).

A qualified security guard is on duty at the Guardhouse 24 hours a day, 7 days a week. A phone intercom connects the Guardhouse with the Office. Residents should inform office personnel when they are expecting guests, preferably the day before, so their names can be forwarded to the Guardhouse, preventing any unnecessary delay when they arrive.



Del Mesa Carmel Community Association  
Board of Directors  
July 25, 2019

## APPROVED CHANGE TO DEL MESA CARMEL GROUND RULES

### 3. GROUNDS MAINTENANCE SERVICES

Grounds maintenance service is provided in the areas around the units and community buildings. Areas immediately behind the perimeter *units* are not the responsibility of the Grounds Maintenance Department, with the exception of annual grass suppression and other wildfire prevention measures. Patios, porches, sun decks, and balconies are excluded from grounds maintenance services.

- Grounds maintenance services include the planting, maintenance, removal and replacement of all lawns, shrubs, trees, or other plantings in the common area. It also includes the maintenance of walkways, roads, outdoor recreational facilities, and underground water systems. Procedures for obtaining additional gardening and landscaping services are discussed in subsequent paragraphs.

Grounds Maintenance Department standards and controls are intended to maintain the beauty of Del Mesa Carmel. Within this broad concept, the following principles apply:

A. All labor performed, and plants, fertilizers, pesticides, or other materials provided by the Association in grounds maintenance service, are paid for from the monthly general charges assessed **all** members.

B. The expenses of any **additional gardening or landscaping services** that individual residents may desire will be paid by the resident concerned. However, once the additional permanent planting has been installed, it will be **maintained** by the Grounds Maintenance Department. In-ground plantings become the property of the Association and may not be removed should the resident leave Del Mesa. Exception: exterior patio plantings.

C. Grounds Maintenance will replace dead, dying, or overgrown plants (except annuals) with a new plant ranging from a one to five-gallon size. The Grounds Maintenance Supervisor determines whether a plant is dead, dying, overgrown, or if the plant can be saved through corrective measures.

D. The planting of trees, shrubs, ground cover or flowers by individual residents must first be approved by the Grounds Supervisor to ensure that they will survive in the Del Mesa environment and will be compatible with other plantings. Once planted, the Association groundskeepers will provide these plantings the same care afforded all permanent plantings at Del Mesa.

E. Plantings around each unit are the property of every owner at Del Mesa, not any individual resident. Residents must never remove or severely prune Del Mesa plants. Residents are to contact the Grounds Maintenance Supervisor if a problem exists that needs a groundskeeper's attention.

F. No tools or supplies may be borrowed or purchased from the Grounds Maintenance Department.

G. The following procedures will be used to provide **additional gardening and landscaping services to residents:**

1. The resident must arrange an appointment with the Grounds Maintenance Supervisor to discuss any services desired. The Grounds Maintenance Supervisor will assist the resident in the selection of plants, etc. Any landscaping changes proposed for a unit requires prior written approval by the Building and Grounds Committee and the Grounds Maintenance Supervisor. Tenants must also have their owner's prior written approval for landscaping changes. Inasmuch as the maintenance of any new plantings will be assumed by the Association, the Grounds Maintenance Supervisor must ensure that the additional planting does not add significantly to overall maintenance costs.

2. If desired changes are relatively limited in scope, will not adversely affect other residents of the Association, and will not detract from the beauty of Del Mesa, the Grounds Maintenance Supervisor will authorize the work. Arrangements can be made for a Del Mesa groundskeeper to do the work after normal working hours. All labor must be accomplished during a time other than the normal work day. Grounds Maintenance personnel normally work from 7:30 a.m. – 5:00 p.m. Monday through Thursday, and 7:30 a.m. – 11:30 a.m. on Friday. Labor charges will be agreed upon between the resident and the groundskeeper and paid directly to the groundskeeper. All plants, shrubs, and materials used in the project will be billed to the resident at cost, unless the resident wishes to make these purchases himself. If the resident wishes to hire an outside gardener, the plantings must conform to a landscape plan approved by the Building and Grounds Committee and the Grounds Maintenance Supervisor.

3. If desired changes are substantial, might adversely affect other residents of the Association or detract from the beauty of Del Mesa, the Grounds Maintenance Supervisor will refer the matter to the Building and Grounds Committee and/or the General Manager for action. Once changes are approved or modified, the Grounds Maintenance Supervisor will proceed according to paragraph G-2 above.

H. *Residents may perform minor landscaping maintenance such as weeding, dead leaf removal, and deadheading.* The following tasks are **NOT permitted** by residents unless approved by the Grounds Supervisor and/or the General Manager: planting, plant removal, pruning trees or hedges, watering in-ground plants, and irrigation repair.

#### **4. FACILITIES MAINTENANCE SERVICES**

Under the terms of the Contract for Operation, Maintenance and Personal Service, the Association will perform preventative maintenance and **minor** repairs on the following original or approved "like-kind" replacements: (Refrigerators are not included)

- Dishwashers
- Installed Exhaust Fans
- Garbage Disposals
- Electrical Fixtures
- Water Heaters
- Ovens and Cooking Surfaces
- Heating Units (Boiler or Furnace)
- Faucets, Toilets, Sinks and associated plumbing

**Refer to the maintenance matrix attached to these Ground Rules (Appendix A) for specific responsibilities with regard to maintenance, repair and replacement of failed items.**

Labor performed by Facilities Maintenance personnel will be at no direct cost to the unit owner. Repair parts will be billed to the owner at cost. However, no charge will be made for parts the total of which is less than \$1. In cases where a major assembly needs replacement, or where it appears more economical to replace the old assembly with a new one, Facilities maintenance personnel will so advise the owner. In most instances where an assembly is not repairable, the responsibility for replacement of that assembly rests with the unit owner. If the owner accepts the make and model currently being recommended and installed by the Association, Del Mesa personnel will purchase and install the appliance. The owner will be billed only for the cost of the appliance, not for labor. If the owner desires another make or model not installed or maintained by Del Mesa, then the installation must be done by a local appliance distributor who will service and maintain it at the expense of the resident. Painting and staining of the exterior of units is scheduled in accordance with the Association's preventive maintenance plan. Decks are normally repainted every two or three years. Special paint for front doors or back decks will be purchased by the owner **prior** to the scheduled painting of the unit or deck.

Maintenance personnel are available from 8:00 a.m. - 4:30 p.m. Monday through Saturday.

**All requests for Facilities Maintenance service should be directed to office personnel by telephone (624-1853) or by a brief note. Emergency cases will be handled as quickly as possible. All other requests will be handled in the order received. After-hours, weekend, and holiday service is available for emergencies that cannot wait until the next normal work day.**

## **5. TRASH DISPOSAL**

Del Mesa grounds maintenance personnel provide regular pickup of garbage from each residential unit's in-ground container. This is done every Thursday morning.

Containers for dry trash and recycled paper are also located in each Association laundry room. These are emptied every Monday, Wednesday and Friday by staff personnel. No food or other "wet garbage" or recyclable materials are permitted in these laundry room containers.

Residents wishing to dispose of excess amounts of garbage, plant clippings, or other organic matters may utilize the dumpster at the top-of-the hill. Other containers for recyclable glass, plastics, metal cans, batteries, fluorescent light bulbs, paper and cardboard are also located there.

Hazardous wastes (paints, solvents, antifreeze, batteries, motor oil, etc.) are not to be disposed of at Del Mesa. They must be taken by residents to the Monterey Peninsula Landfill located at 14201 Del Monte Boulevard, two miles north of Marina near Highway 1. Call (831) 384-5313 for information.

## 6. TRANSPORTATION

The Association provides transportation to Carmel Rancho Center, Carmel Crossroads, the Barnyard and downtown Carmel-by-the-Sea. Return trip times and pick-up locations should be arranged with the driver. The present schedule is as follows, but is subject to change:

### MONDAY THROUGH FRIDAY

#### Departs Clubhouse

9:00 a.m.

10:30 a.m.

1:00 p.m.

### SATURDAY & SUNDAY

No Regular Bus Service

Residents desiring transportation to worship services should make arrangements with the Administrative Supervisor by noon on Friday.

## 7. MAIL SERVICES

The Association provides a Clubhouse mailbox for each unit. Lost keys are replaced at a nominal charge. Office personnel operate a small mail room for the sorting of United States mail and the temporary holding of small packages sent to residents through delivery services. Mail for Del Mesa is delivered to the Post Office at Rio Road. The Association makes two pickups daily, Monday through Friday. One pickup is made on Saturday morning. Incoming U.S. mail is sorted and distributed to members' boxes by 1 p.m. daily. Internal mail is distributed throughout the day.

No solicitations, notices or advertisements of a commercial nature, nor any political or campaign material, other than official Del Mesa election ballot material, shall be distributed through the internal mail system.

Only personnel authorized by the General Manager may pick up regular U.S. mail at the Post Office. Only staff members are permitted in the Del Mesa mail room.

**Registered, Certified and Insured mail pickup from the Post Office is the responsibility of the individual resident to whom the mail is addressed.**

Mail will be held in the mail room during the absence of a resident. Office personnel will forward *First Class Mail* when requested. Second class or bulk mail is not normally forwarded, however this can be done upon request. A fee for the envelopes and postage will be charged to the resident.

Once a resident moves away, the office staff will forward *First Class Mail* up to 12 months. If a resident still owns a unit, but does not live here, only Del Mesa mail (flyers, newsletters, Association notices, etc.) will be forwarded after the 12 month period.

## **8. TELEPHONE & TV CABLE SERVICES**

Arrangements for initial telephone connections are **an individual responsibility**. Telephone charges are billed directly to each resident by the telephone company. Del Mesa has a contract with the local TV cable company to provide all residents standard cable TV service at a discounted rate. This rate will be itemized on each residents monthly Del Mesa statement. Additional cable service may be arranged directly with the cable company by individual residents. Residents will be billed directly by the cable company for this additional service.

Refer all picture reception problems to the cable company, not the Facilities Maintenance Department. AT&T Broadband Cable Company may be reached at 1-800-945-2288. To assist them in finding your address, provide the following information: Del Mesa Carmel, 500 Del Mesa Dr., Unit # \_\_, Carmel, CA 93923.

## **9. NEWSPAPERS**

Home delivery of several newspapers is available to residents who would like to subscribe:

**The Monterey Peninsula Herald (Circulation Department: 646-1808)**

**The New York Times (Distribution Agent 649-0328)**

**The San Francisco Chronicle (Distribution Agent: 649-0966)**

**The San Jose Mercury News (Subscriptions: 1-800-870-6397)**

**The Wall Street Journal (Circulation Department: 1-800-568-7625)**

Refer all matters concerning subscriptions, deliveries, and billings directly to the appropriate circulation department or distribution agent.

**Office personnel are not responsible for newspaper delivery.**

## **10. MISCELLANEOUS SERVICES**

Specialized or convenience-type services available to the membership include the following:

### **A. Resident Absences**

Residents planning to be away overnight or longer should provide office personnel with pertinent information and instructions for services desired during their absence. Absence Forms are available at the Reception Desk in the Clubhouse.

### **B. Single Residents Check-In**

A **Morning Check-In Service** is available to residents living alone. Residents using this service must call the office (624-1853) by 10 a.m. each morning (7 days a week). Office personnel will contact residents who do not call in. In the event contact cannot be made, someone will be sent to the unit to ensure the resident is alright.

### C. Directory Service

A directory of Del Mesa residents is published and distributed by the Association periodically. Please advise office personnel of any directory changes.

### D. Residence Keys

Residents are encouraged to leave spare keys (appropriately labeled for their unit, carport storage area, etc.) with the office for use in an emergency. Leaving a duplicate set with a neighbor is also recommended and will prevent long delays for residents who find themselves locked out of their unit when the Clubhouse is closed.

**Office personnel will not give out house keys to anyone without written permission of the resident**

### 11. TIPPING

Except for dining room gratuities, tipping for services is discouraged at Del Mesa. It fosters a perception of preferential treatment for those who tip, and may pressure others to tip because they feel it is expected. The best way for residents to show their appreciation for work performed by employees is through contributions to the Holiday Bonus program. This program is administered by a group of residents each year in the November / December time frame. Any holiday greeting cards sent to residents by employees should not be considered a solicitation for an additional gratuity.

Extra pay for odd jobs not covered by the routine services provided by the Association, **done by employees after hours**, is not tipping, and is appropriate.

### 12. DEL MESA SPEED LIMIT

Caution is required at all times when driving on Del Mesa roadways. The **maximum speed limit is 25 miles per hour**, unless otherwise posted. The entrance drive is steep and should be driven slowly for the safety of drivers and to protect the abundant wildlife along the road. The maximum speed limit in the Del Mesa residential area is 20 miles per hour.

9/07

### 13. DELINQUENT ASSESSMENTS

A. Assessments, either regular or special, are billed to the owner by the 10<sup>th</sup> of each month and are due by the last day of each month.

B. If an assessment is not paid when due, within the first ten days after the original due date the general manager shall informally attempt to collect the assessment.

C. An assessment that remains unpaid thirty days after the original due date is delinquent, and is subject to payment of the following charges, costs and interest until the obligation is paid in full.

1/08

- (1) A late charge not exceeding ten percent of the delinquent assessment or \$50.00, whichever is less.
- (2) Reasonable costs and attorney's fees incurred in collecting the delinquent assessment.
- (3) Interest at an annual rate of twelve percent, commencing thirty days after the original due date, to be imposed and collected on (a) the assessment itself, (b) the late charge on the assessment, (c) reasonable costs of collection, and (d) reasonable attorney's fees incurred in the collection process.

D. If an assessment remains unpaid 45-days after the original due date the general manager shall prepare and send the owner a written Notice of Lien in accordance with California Civil Code Section 1367.1. The Association may record the lien 31 days after issuing the Notice to the owner.  
E. Subsequently, the debt for the delinquent assessment may be collected through judicial or non-judicial foreclosure following the procedures set forth in California Civil Code Section 1367.4.  
F. Where an assessment remains unpaid sixty (60) days after the original due date, the Owner, until such assessment and associated charges, costs and interest have been paid in full, shall not be entitled to obtain on credit (a) any dining room services or, (b) administrative office serviced for which a fee is collected.

1/08

3/17

#### **14. PROTECTION OF EMPLOYEES AGAINST HARASSMENT**

Residents and their guests and contractors are expected to abide by Del Mesa's policy of protecting employees and applicants for employment against harassment in any form, be it verbal, physical or visual. Employees are not to be subjected to any of the following: (a) unwelcome physical touching, (b) racial or ethnic jokes, (c) slurs on religion, age, sexual orientation, physical handicap or medical condition, (d) requests for sexual favors, (e) or harsh, abusive or denigrating language (e.g. yelling, profanity or belittling comments). All employees are entitled by law to a work environment that is free of hostility and harassment. (Work environment refers to any area in which an employee is required to perform their duties. For example, it is the Clubhouse for office and restaurant staff.)

04/18

Harassment is an extremely sensitive issue that can have dire consequences for the Association, even when accusations are false. All Del Mesans are expected to share in the responsibility to maintain a workplace that is free of discrimination, harassment, hostility and abuse.

If a resident observes any act of harassment at Del Mesa directed against an employee, they should report their observation to the general manager or the president of the Board. All reports by residents or employees will be investigated promptly, thoroughly and confidentially. Corrective action will be taken where appropriate. Failure of the Association to undertake this due diligence puts the Association at risk of law suits and punitive actions by the California Department of Labor.

#### **15. DINING ROOM MINIMUM USE ASSESSMENT**

A. In order to provide a quality food service operation at Del Mesa, unit owners are expected to spend a minimum dollar amount in the dining room each year based on unit classification as follows:

| <u>Unit Class</u> | <u>Annual<br/>Minimum</u> |
|-------------------|---------------------------|
| A                 | \$383.28                  |
| B                 | \$427.20                  |
| C                 | \$480.00                  |
| D                 | \$290.76                  |
| E                 | \$407.40                  |
| F                 | \$430.68                  |

B. At the end of each calendar year, each unit's dining room charges will be calculated for the full year. All credits for dining room services, whether for regular meals, private parties, special Del Mesa events or the Flying Owl, will be applied. The balance due, if any, will be billed (assessed) to the owner on their January member's statement.

C. Charges incurred by guests or tenants of a unit owner shall be credited against the minimum if the charges are authorized by the unit owner and are included in the unit owner's monthly statement.

D. Regardless of any arrangements made between a unit owner and guests or tenants in accordance with C. above, the unit owner is responsible for meeting the annual dining room minimum use amount for his/her unit(s). Owners will be billed for any balance due.

E. An excess of credit exceeding the annual minimum shall not be refunded or carried over to the next year.

F. Purchases of liquor or wine other than that consumed in the Dining Room or ordered for a catered event may not be used to reduce an unused minimum.

G. The Association shall send a notice to unit owners in May and October ,of each year showing the amount of dining room charges credited against the minimum for the year to date.

H. When a unit is sold or otherwise transferred, the previous owner shall be liable for the accrued assessment to the effective date of transfer, less the credit for the amount of the seller's dining room charges for the year to date. The new owner shall accrue the assessment only from, and after, that date.

I. The Board of Directors reserves the right to revoke, alter, or amend this Ground Rule at any time.



## SECTION II COMMUNITY FACILITIES

Facilities at Del Mesa are owned in common by the membership and are operated on a nonprofit basis by the Association under the direction of the Board of Directors. Community facilities include the common area buildings and recreational areas.

Community facilities may not be used for any activity employing or using an instructor, teacher, trainer, coach or anyone else in a similar capacity, without prior approval of the Board of Directors. Should a conflict arise in scheduling a facility, the following precedence shall be used: Board activities, Committee activities, resident activities and nonresident group activities. For conflicts among activities having equal precedence, priority will be given to the activity scheduled first.

12/08

The Association will not be responsible to members, guests or employees for any loss of personal property in or around the community facilities.

### 1. CLUB MESA

A. The clubhouse (Club Mesa) was designed and is operated as the Association's social, cultural, and operational center. Club Mesa includes two dining rooms, the main lounge, three club lounges, a woodwork shop, a general assembly hall and library, a gallery/display area and supporting administrative offices. These facilities are intended for the exclusive use of the Del Mesa membership and their guests.

#### B. Use by Members

Club Mesa rooms may be reserved by Del Mesa members on a first come, first served basis for entertaining, educational, or cultural purposes. In fairness to all Del Mesa members, exclusive use of common area buildings, facilities and recreational areas is not permitted, therefore standing reservations are limited to three consecutive months with the exception of regularly scheduled committee meetings. The following additional conditions apply:

(1) Members are required to fill out a reservation request form at the reception desk for each date or room requested. The request will be reviewed by a designated staff member. Upon approval, the reservation request will be signed by the General Manager and a copy of the reservation confirmation will be given to the member. Reservations involving the Dining Room will require all charges be detailed on the reservation form and will require the approval of the Executive Chef. Member's signature is required before the reservation is confirmed.

09/14

(2) Additional needs such as refreshments, setup, etc. will be charged at the rate listed on the reservation request form. Arrangements for any food or beverage service must be finalized with the Executive Chef at least seven days in advance of the event and are subject to availability.

(3) Committees with regularly scheduled monthly meetings are responsible for submitting their annual meeting schedule to the administration office.

(4) Committees and Associations whose membership is approved, appointed or endorsed by the Del Mesa Board of Directors will not be charged a room use fee unless they are sponsoring a non-member group.

### C. Use by Non Members

While the Club Mesa facilities are to be used primarily by Del Mesans, a member may sponsor a non-member group (of which the member belongs), providing the member is present and assumes responsibility for all charges incurred and any damages that may be caused.

- (1) A non member group is defined as a group consisting of a majority of non members.
- (2) Birthday or anniversary parties, memorial services or family events will be treated as member activities irrespective of the number of non members attending.
- (3) When non member groups are involved, the Crystal Room is limited to a maximum of 20 persons. Room capacity limitations established by the Fire Department will be respected.
- (4) Non member groups must be sponsored by either the Board of Directors or one of the Committees/Associations/Clubs established by the Board of Directors.
- (5) All non member group activities, including frequency of use and any type of food service (dining room, outside catering or self-served "pot luck") must be approved by the General Manager.
- (6) Room use rates as detailed on the reservation request form will apply, in addition to a setup and cleaning fee. A non-refundable deposit equal to 50% of the total use fees will be required at the time of reservation confirmation and will be applied to the total charges at time of final billing.

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### D. General Use

Club Mesa facilities may be used for money-making or promotional activities, or for events for which an admission is charged if approved by Board of Directors. Standard use fees will apply as detailed on the reservation request form.

No clubhouse room may be used for religious or spiritual services. Exceptions may be made for memorial services or weddings if approved by the General Manager.

E. Room use fees are detailed on the "Application for Use of Del Mesa Facilities" and are subject to change. The General Manager may waive or adjust fees at his/her discretion when deemed appropriate.

06/03

F. A designated staff member will be responsible for the coordinating of all requests for facilities. Any unusual requests may be referred to the General Manager for approval. Where exceptional requests are made, the General Manager may refer the request to the Board of Directors.

## **2. NO SMOKING / NO PET POLICY**

Smoking and pets are prohibited in the Clubhouse, Swimming Pool Building, Arts & Crafts Building, Laundry Rooms and Guest Units.

### **3. DINING ROOMS & SERVICES**

#### **A. General Information**

The main dining room (**Chandelier Room**), with a capacity of 100 persons, operates daily, except Mondays and Tuesdays, on the following schedule:

|        |                         |
|--------|-------------------------|
| Lunch  | 11:30 a.m. to 1:30 p.m. |
| Dinner | 5:30 p.m. to 8 p.m.     |

The smaller dining room (**Driftwood Room**), with a capacity of 40 persons, can be made available for private luncheons and dinners (15-40 persons).

Dining room menus are provided for lunch, brunch, and dinner. Only items that are listed on the menus or available for that day may be ordered. The Chef will make every effort to prepare all parts of the meal to the particular taste of the residents, insofar as possible. This includes salt-free preparation or any other variation to meet special dietary restrictions. In order for these special conditions be met as efficiently as possible, the Chef should be advised of any special preparation requirements at the time the reservations are made. Adding a gratuity to your check is encouraged but optional. Homeowners are exempt from sales tax on food consumed in the dining room.

1/18

**It is extremely important that reservations be made for all meals.** With an operation as relatively small as the one at Del Mesa, advance preparation of food must be as accurate as possible. When a fluctuating number of "drop-ins" occurs, it is difficult to plan for the proper amount of food in advance. This either leads to dissatisfaction from the resident who finds the kitchen is out of a certain item on the menu, or leads to waste when the Chef over estimates the number of "drop-ins" and prepares too much food. While those who come without reservations will always be served, advanced reservations will make the operation more efficient.

6/06

"No shows" for special events requiring reservations will be charged, unless the reservations are canceled 24 hours in advance.

Del Mesa is proud of its excellent food service and beautiful dining room. Dining at lunch is more casual than dinner, but baseball caps are discouraged. Appropriate attire is always encouraged.

Lunch and dinner home meal delivery service called the "**Flying Owl**" is available on days when the Dining Room is open. For lunch, you may order from the lunch menu and daily lunch specials, plus salads, soup and dessert. For dinner, you may order from the dinner menu and daily dinner special, plus salads, soup and desserts. Call the office at 624-1853 to place an order before 11 a.m. for lunch and before 5 p.m. for dinner. Lunch will be delivered between 11:30 and noon, and dinner delivered between 5:30 and 6:00 p.m. If you wish to place a "to go" order that you will pick up, either come in or call the office before or during Dining Room hours. State sales tax is required, and will be added to all "Flying Owl" orders, as well as any "to go" orders. An automatic gratuity or delivery fee will not be added, but please consider adding a gratuity in the amount of your choice.

1/18

Special private luncheon or dinner parties may be held in the Chandelier Room (*when not in regular use*) or the Driftwood Room, or in other rooms in the Clubhouse. These should be scheduled as far in advance as possible. The Chef must be consulted by appointment no later than 7 days prior to the date of the special party to arrange for the special menu and other details. The Chef is available for conference between 9 a.m. and 10:30 a.m. any day except

Monday and Tuesday. This 7 day time period is required so that food can be ordered from distributors in time to be properly prepared. Once the specific menu has been agreed upon, no changes may be made within the seven-day ordering-and-preparation period. The Chef will determine the price of the meal based on current food costs and pricing formulas. Also, the Head Waiter should be contacted to arrange for special seating arrangements and the decorations desired.

The Association has a Club Liquor License which permits cocktails to be served in the dining rooms. Arrangements can be made with the Head Waiter for cocktail parties in other rooms in the Clubhouse.

## **B. Catering**

Special private luncheon or dinner parties may be held in the Clubhouse upon the approval of the General Manager. Such parties are covered in these general guidelines under the category of catering.

### **(1) Definitions**

#### **(a) General Catering**

Defined as any activity involving the use of the Del Mesa Carmel Chef, and the Del Mesa kitchen, for other than regularly scheduled meals.

#### **(b) Outside Catering**

Defined as the use of personnel, other than Del Mesa employees, but may include use of the Del Mesa kitchen and equipment, excluding food and beverage belonging to the association.

### **(2) General Catering**

(a) The first step in arranging for a catered party is to reserve appropriate rooms in the Clubhouse by calling the office staff at 624-1853. This applies to catered parties using the Main Dining Room as well as the Driftwood Room.

(b) An appointment must then be made with the Chef to discuss the time, place and menus. Once the menu has been agreed upon, the Chef will prepare a catering proposal which clearly outlines the agreed upon menu, beverages, etc. He will compute the complete price of the catered party. Two copies will be given to the party host, who upon agreement, shall return one signed copy to the Chef. A copy will then be given to the General Manager.

(c) The Head Waiter should be consulted for such details as seating arrangements, table decorations, and the number of waiters required. Any bar requirements should also be discussed with him if there is to be a cocktail portion in the arrangements.

(d) A catered party scheduled for lunch or dinner during the time the Dining Room is open for regularly scheduled meals will normally not include additional labor charges except as follows:

If the catered party involves excessive preparation, or clean up time requiring labor not normally associated with the regularly scheduled meal, charges may be made for excessive labor at the staffs' current hourly rates.

(e) If the catered party is scheduled for those days when the Dining Room is not open for business, the catering proposal will reflect the labor costs of the personnel involved, at their normal hourly wage scales, plus gratuities, where appropriate.

### (3) Outside Catering

(a) The first step in arranging for an **Outside Catered** party is to ensure rooms are reserved in the Clubhouse. Call the office at 624-1853.

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(b) Kitchen facilities may be used by outside caterers, excluding food and beverages belonging to Del Mesa Carmel, when the dining room is not in use and **with the Chef or General Manager's approval**. The small kitchen in the Redwood Room is available at any time. The resident host is responsible for all facilities and equipment used and will ensure everything is returned where it belongs, cleaned and unbroken. A fee will be charged if any cleaning or equipment repairs or replacements are required.

(c) Any outside catering must be sponsored by a resident of Del Mesa.

(b) Kitchen facilities may be used by outside caterers, excluding food and beverages belonging to Del Mesa Carmel, when the dining room is not in use and **with the Chef or General Manager's approval**. The small kitchen in the Redwood Room is available at any time. The resident host is responsible for all facilities and equipment used and will ensure everything is returned where it belongs, cleaned and unbroken. A fee will be charged if any cleaning or equipment repairs or replacements are required.

12/08

(c) Any outside catering must be sponsored by a resident of Del Mesa.

12/08

### 4. CLUB LOUNGES

**The Crystal Room**, just off the main lounge, is used primarily for bridge, small meetings, book reviews, and coffees. It is also used for Board and Committee meetings, for Coffee Hour presentations, and is available by reservation for small social functions sponsored by individual residents. Depending on the availability of other rooms, setups of more than one card table may be approved to accommodate all groups who desire to play on a given day. Room capacity is 50 persons for Del Mesa resident groups and 20 for nonresident groups.

**The Caucus Room**, at the south end of the Clubhouse, was designed as a game room and lounge. The Caucus Room may be reserved for private meetings and parties. However, only one such party may be reserved each week. Minors under the age of 18 may not use the pool table without the supervision of an adult (parent, grandparent or resident). Room capacity is 50 persons.

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**The Garden Room**, also at the south end of Club Mesa, is used for small social events and meetings. The Garden Room has an attached serving pantry and wet bar. The room may be reserved for cocktail parties for up to 30 persons.

### 5. GENERAL ASSEMBLY

**The Redwood Room** is used primarily for general meetings of the Association, for concerts, movies, lectures and other programs, and for large social functions catered privately for individual residents. Room capacity is 250 persons.

12/08

The Association Library is located in the Redwood Room. Best seller books, DVD's and videos are signed out and dated. All other books, tapes and magazines are borrowed and returned on an honor system.

12/06

## **6. WOODWORK SHOP**

The Woodwork Shop is headquarters for a group of resident craftsmen popularly known as "The Woodpeckers." The shop is located in the basement of the Clubhouse and is equipped with a complete inventory of fine hand and power tools. Because of the personal hazards involved in operating power equipment, use of the shop is governed by a specific set of rules drawn up and published by the Woodpeckers organization. These rules specify that equipment use is limited to those residents who have received instruction on various items of equipment and, in addition, have signed a liability release form on file with the Association. A nominal annual fee may be charged for use of the equipment.

## **7. SWIMMING POOL & SPA**

A. The Del Mesa pool and spa are open 24 hours a day to offer open and organized swimming as well as therapeutic benefits to residents and eligible guests under the following terms and conditions:

**B. THERE IS NO LIFEGUARD ON DUTY, AND EVERYONE USING THE POOL AND SPA DOES SO AT HIS/HER OWN RISK, WITH NO LIABILITY TO DEL MESA CARMEL COMMUNITY ASSOCIATION, INC.**

C. Pool privileges are extended to the following:

- 1) regular and associate members of the Association.
- 2) guests of members and associate members who are staying overnight at Del Mesa.

D. Guests that are staying overnight do not need to be accompanied by their sponsor when using the pool or spa. The following additional individuals may use the pool house facilities if accompanied by their sponsor:

1. Immediate family members who are visiting Del Mesa residents for the day.
2. Physical therapists for medically prescribed and defined therapy.
3. Up to four (4) additional guests per unit each month. (This can be one guest for four times or two guests for two times).

E. The following procedures apply to all guests using the pool or spa.

1. Residents must fully inform all guests of the regulations and rules and conditions that apply to use of the facility. (see below)
2. Guests must sign in and submit all information asked for on the pool house clipboard.

**F. Guests between 5 and 18 years of age may use the facilities only between 11 a.m. and 3 p.m. and only if they are accompanied by a sponsoring resident or adult guest. Children under 5 are not allowed in the pool.**

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12/08

**G. Spa users are to follow the rules posted near the spa. Children under 14 years of age are prohibited from using the heated spa.**

H. Organized Association activities (e.g., aquatic exercise groups) have precedence during scheduled hours over open swimming. Dates and activities are published in the weekly calendar.

I. The following pool regulations apply to all residents and guests:

1. All bathers are expected to shower immediately before entering the pools.
2. Bathers with long hair should wear bathing caps while in the pool.
3. No pets are permitted in the pool building at any time.
4. No diving in or running around the pool is permitted.
5. Smoking is prohibited in the pool building at all times.
6. Those using the facilities are urged to keep the lights turned off when not needed.
7. The pools are cleaned every week during low utilization periods. During these times, some areas of the building may be closed.
8. Any maintenance or safety problem should be reported immediately to the Clubhouse front desk.
9. The telephone in the building is to be used for local and emergency calls only.

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## **8. FITNESS CENTER**

A. The Del Mesa fitness center provides an exercise facility for those residents who are physically able to use the equipment. Use of the equipment is limited to residents only. The following regulations apply:

### **B. Regulations**

- Residents using the facility should be familiar with and **adhere to the information guide** available in the center.
  - All residents undertaking an exercise routine should do so only after consulting their physician.
  - **Residents who use the equipment do so at their own risk, with no liability to Del Mesa Carmel Community Association.**
  - Appropriate attire should be worn, including good shoes.
  - Running on the equipment is not permitted.
  - Those driving to the center should park in the Clubhouse parking lot. Do not use the guest parking spaces of those residents who live near the center.
  - The telephone in the center is to be used for local and emergency calls only.
- Any problems related to the operation of the equipment or housekeeping needs should be reported to the Clubhouse office.

12/08

## **9. OTHER RECREATIONAL FACILITIES**

The Association operates and maintains an Arts and Crafts Center, a bowling green, a putting green, and a shuffleboard court. These activities are for the primary use of residents and adult guests. Children are permitted to use the shuffleboard court and the putting green only when accompanied by a resident.

The Arts and Crafts Center is open at all times as a convenience for residents. Instruction is provided on occasion by one of several talented local artists. The Center may be reserved for events, meetings and social gatherings. The Arts and Crafts center is coordinated by a committee of users of the facility. Rules for use of the Center shall be posted inside.

The **Bowling Green**, located adjacent to the Del Mesa Carmel pool house, was built and is maintained in accordance with the standards and specifications of the American Lawn Bowls Association. Because the green is fragile and can be damaged easily, and because the game of lawn bowls requires a perfectly level surface that is entirely free of bumps and depressions, the following rules apply to this area of Del Mesa:

- A. Persons interested in lawn bowling are encouraged to contact a member of the Del Mesa Carmel Lawn Bowling Club for an explanation of the game and, perhaps, a brief course of instruction prior to actually bowling on the green.
- B. Young people, 12 years old and over, shall be allowed to take lessons and play bowls with adult bowlers. Children under 12 are not permitted on the bowling green at any time.
- C. Persons wearing heels of any kind are not permitted to walk on the green. Flat soled shoes only, PLEASE.
- D. Mornings are reserved for maintenance of the green. The green is open for bowling from 1 p.m. (weather permitting), Tuesday through Saturday.
- E. In general, use of the Lawn Bowling Club's equipment, or of personal equipment, is restricted to members of the Lawn Bowling Club and their guests.
- F. The Bowling Club also sponsors the use of the green by residents and their guests for playing Croquet

**Putting Green:** Please observe the following rules when using the putting green:

- A. Golf shoes or flat-heeled shoes only, PLEASE.
- B. Approach shots to the green are not permitted beyond a distance of 15 feet.
- C. Children **MUST** be accompanied by an adult while they are using the green.

**The Shuffleboard Court** is immediately adjacent to the Arts and Crafts Center. The court and all necessary equipment are available for use at any time.

**The Green Thumb Building**, located at the top-of-the hill near the water tower, provides facilities for potting and working with small plants. Any resident desiring to use these facilities, or to acquire a gardening lot, may do so by joining the Green Thumb Association on payment of its modest dues. There may be a waiting list for an available gardening lot.



## **10. GUEST UNITS**

The Del Mesa **Carmel Guest Units** consist of **six inn-style rooms** for guests of residents. Each unit has a private bath and two queen size beds, and is provided with a refrigerator and facilities to make coffee or tea. All reservations are made through the Del Mesa Office (624-1853).

### **SMOKING AND PETS ARE NOT PERMITTED IN GUEST UNITS.**

If a room is left with an odor of smoke or pets, the sponsoring resident will be charged a cleaning fee.

**Specific procedures for guest unit occupancy are provided in Appendix B at the end of these Ground Rules.**

## **11. SELF-SERVICE LAUNDRY ROOMS**

The Association maintains laundry facilities in 15 separate buildings located throughout the residential area. Each facility contains two washers and two dryers. Out of consideration for residents who live nearby, washers and dryers should not be used between the hours of 9 p.m. and 7 a.m.

### **SMOKING IS NOT PERMITTED IN LAUNDRY ROOMS.**

Washers and dryers are available for use by residents on a first come, first served basis. Filters on dryers should be cleaned after each use. Maids and health-care providers may use the laundry rooms, **but only to do laundry belonging to residents.**

Trash containers in each laundry room are for newspapers, magazines, and other paper items that can be recycled. Aluminum cans, glass, cardboard boxes and plastic containers should be taken to the recycling bins at the top-of-the-hill, not left in laundry rooms.

**No food waste or "wet garbage" is to be left in the laundry rooms.**

The Association provides periodic maintenance services of the laundries as follows:

- A. Maintenance of the buildings and installed equipment.
- B. Cleaning of the buildings.
- C. Regular pickup of trash from trash containers located in each building.

## SECTION III SUMMARY OF POLICIES PERTAINING TO BUILDINGS & GROUNDS

### 1. GENERAL

It is the purpose of this summary to promote continuity, consistency, fairness, and reasonableness of actions concerning the buildings and grounds of Del Mesa Carmel.

Remodeling or landscape alterations that existed prior to October 1996 but do not conform with these Ground Rules are "grandfathered" and may remain. Grandfathered changes do not set a precedent for approval of future requests. Landscape alterations which have been grandfathered (e.g. existing statues, birdbaths, etc.) must be removed when ownership of the unit transfers.

### 2. RESPONSIBILITY & AUTHORITY

The Association's Declaration of Protective Restrictions, in **Article III, Section 2**, provides that **no changes or additions shall be made to buildings and grounds unless complete plans shall have been submitted to the Building & Grounds Committee and approved by the Board of Directors.**

The Bylaws of the Association, in Article VI, Section 4, constitute the Building & Grounds Committee and define its responsibility.

In Committee responsibilities pertaining to both grounds and building issues, **the Board of Directors has authorized the committee to take final action, in the name of the Board, on those requests which are in conformance with these ground rules.** The Board, by its sole authority, reserves the right to grant exceptions to the general rules in consideration of special circumstances which may arise.

No exceptions from rules affecting the exterior walls of a unit will be permitted.

### 3. ENFORCEMENT OF GROUND RULES

It is the responsibility of the General Manager to enforce compliance with the Ground Rules. When made aware of any infraction, the General Manager or appropriate committee shall investigate and, if valid, the following action shall be taken:

A. A letter shall be written to the owner of the unit requesting that the owner remove or correct the cause of the violation.

B. If the owner refuses to take the requested action, either the owner, the General Manager, or the appropriate committee may ask the Board to set the matter down for hearing in Executive Session to determine the disposition of the matter. This may include dismissing the complaint because of extenuating circumstances, a warning against repetition of the infraction, a fine, or any convenient alternative remedy, including assessing the owner for costs to the Association for eliminating any continuing violation of the infraction.

C. Enforcement procedures are enumerated in Article V of the Declaration of Protective Restrictions.

#### **4. PURPOSE OF BUILDING & GROUNDS COMMITTEE**

It is the purpose of the committee to promote the preservation and improvement of the beauty and quality of Del Mesa Carmel grounds and buildings for the safety, comfort, and enjoyment of all residents, and to protect their investments therein.

#### **5. BUDGET PROPOSALS**

The Building & Grounds Committee shall participate in the development of proposed Del Mesa budgets by making recommendations to the General Manager and the Finance Committee as to those portions relating to Building & Grounds.

#### **6. GENERAL PRINCIPLES**

Decisions and recommendations of the committee are based on considerations of appearance; reasonableness; costs to the Association of changes or additions; maintenance costs; effects on all residents' comfort, convenience, views, and safety; County ordinances and policies of County Inspectors.

The committee interprets its advisory responsibilities to include but not be limited to landscaping sidewalks, streets, exterior lighting, exteriors and structures of all buildings, parking areas, signs of all types, and systems and procedures for collection and disposal of trash and debris.

The committee may define routine applications that may be granted by the chairman of the committee with the concurrence of at least one other member. All other applications require the approval of a majority of the committee.

#### **7. PROCEDURES**

##### **A. Meetings**

Regular meetings are generally held once each month, early enough in the month so that the minutes are in the hands of the Directors prior to their regular meetings. Special meetings may be called as necessary. In addition to the General Manager, the Grounds Maintenance Supervisor and the Facilities Maintenance Supervisor may participate in committee meetings. Some questions may be resolved for expediency between meetings by mail or telephonic canvas of members.

The committee cooperates with the House Committee, the Fire Safety and Security Committee, and the Finance Committee on problems of mutual concern.

On call by the Vice President of the Board of Directors, the Committee Chairman meets monthly with the Vice President and the chairmen of other committees.

## **B. Application for Approval to Remodel**

Before any owner of a unit may cause it to be remodeled or an addition made to it, application for approval must be made to the General Manager and the Building & Grounds Committee on the form shown in Appendix C. A copy of the form may be obtained from the Association office, along with a copy of the Remodeling Requirements and Specifications supplement to these Ground Rules. 7/03 Adherence to the requirements and specifications in this document is mandatory. Remodeling includes any alteration or change in the common area which includes a unit's attic, bearing walls, exterior walls, columns, sub-flooring, roofs, foundations, central heating (furnaces and boilers), pipes, ducts, flues, conduits, wires, and other utility installations, except the outlets thereof when located within the unit. *Washing machines, dishwashers and refrigerators to be replaced or added are to be Energy Star rated. New appliances are to meet the specifications given in the document REMODELING REQUIREMENTS AND SPECIFICATIONS - A GUIDE FOR HOMEOWNERS AND CONTRACTORS.* An application for approval is also required before an owner may change the color of outside doors, walkways, stairs or decks or make any change that might affect the structural integrity of the unit or deck, such as the installation of a Jacuzzi, an air conditioning system, or exterior tile.

With the exception of the 52 stand alone (non-connected) units, the installation of any hard surface flooring material that may cause the transfer of noise or vibration to an adjoining unit requires a remodeling application specifying the effective mitigation measures that will be used. Measures to reduce noise and vibration shall include installation of an underlayment that has a Delta Impact Insulation Class rating ( $\Delta$  IIC) of 20 or greater. The underlayment must also be compatible with radiant heating systems for those units with this system. Any installation that fails to meet these standards will require the installing owner to provide modifications, at the owner's expense, to achieve compliance.

In addition to hardwood flooring, tile or stone flooring, other items of concern include, but are not limited to: vibrating beds and chairs, and exercise equipment. An application to use this type equipment in connected units is also required, along with the measures to be taken to minimize any disturbance to neighbors. The installation of Jacuzzi-type air jet tubs is not permitted in any upstairs unit. Installation in ground-level units requires advanced approval from the Building and Grounds Committee.

The Association's commitment to protect residents' rights to the quiet enjoyment of their homes requires all residents to ensure that their actions do not unduly disturb their neighbors.

The installation of a separate meter (at owner expense) is required to measure utility consumption (electricity, gas and/or water) when a new use is deemed by the Association to exceed power or water consumption beyond the normal amount expected of a typical unit of the same type. (An example of new, excess consumption would be, but is not limited to, that resulting from installation of an air conditioner.) The cost of excess power or water shall be billed to the unit owner on their monthly assessment.

**No application is required for interior painting, the laying of carpets, interior decorating, or the installation of a new appliance that can be connected to existing utility outlets.**

***It is strongly recommended, however that Energy Star rated appliances be used whenever possible, and that owners apply for available rebates provided by PG&E. In units with radiant heating, the installation of flooring other than carpet may require additional time and equipment to locate leaks should they occur. Cost for such extra work and any replacement flooring material will be charged to the unit owner.***

Applications are considered by the Building and Grounds Committee on a monthly basis. Committee meeting schedules are published in the monthly newsletter. Complete applications must be submitted to the Del Mesa office one week prior to the meeting date to be considered that month and must include the following:

- (1) A detailed description of the work including all materials,

(2) A drawing (to scale) of any architectural or structural changes.

(3) The identification of the licensed contractor who will do the work, including his license number. For minor work, a non-licensed contractor may be used at the owner's risk. (See 4. below).

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(4) A statement that a Monterey County building permit will be obtained and a copy given to Del Mesa prior to commencement of any work. For minor remodeling work the Building & Grounds Committee may, at its discretion, waive the requirement for a building permit.

(5) An agreement by the owner to be responsible for any defect in the work or materials, to pay all costs of repair, and to hold the Association harmless *from*, and to indemnify it against any loss, damage or liability resulting from such defect, and to pay for all future costs of maintenance and all costs of repair for subsequent damage caused by the remodeling or alteration.

The General Manager shall review the application and submit it together with his recommendation to the Building & Grounds Committee for approval (with or without conditions) or for disapproval. The applicant will receive a written response within seven (7) days of the meeting at which *the* application is considered by the Building and Grounds Committee. Should the application be disapproved, or approved with conditions unsatisfactory to the owner, the owner may submit an appeal to the Board of Directors within 30 days. That appeal will be heard at an open meeting of the Board.

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### **C. Building Permits & Employment of Licensed Contractors**

The owner will be required to use a licensed contractor for major remodeling or additions. The committee will rely on the owner and his contractor to obtain a building permit from the County Building Inspection Department. **A copy of this permit and a set of County approved drawings shall be submitted to Del Mesa for final review and approval before any construction work begins.** After the work is completed, a County building inspector will inspect the work and, if done in compliance with the building codes, will endorse a certificate of inspection. **A copy of this certificate shall be delivered to the General Manager for filing with the permanent records relating to the unit**

### **D. Independent Expert Reports & Inspections**

The committee, at its discretion, before approving the application, may impose such conditions as it believes appropriate, including but not limited to the following:

(1) Before the work commences, the owner at his/her expense shall submit a written opinion of a qualified independent expert (registered professional engineer or architect) that the proposed work will not endanger the foundations and will not create a hazard to any other unit

(2) After the work has been completed, the owner, at his/her expense, shall submit a written inspection report of a qualified, independent expert certifying that the work has been done in a satisfactory manner, in accordance with applicable building codes, and in compliance with any conditions imposed in the committee's approval of the application for remodeling. Whether or not the completed work has been otherwise inspected, the General Manager and the committee may independently inspect the work.

### **E. Defective or Unauthorized Work**

The committee may order the owner at his expense to:

(1) correct any deficiency revealed by an inspection.

(2) restore the unit to its prior condition if the work was done without the approval of the committee, or if the work is the direct cause of any subsequent damage. If the owner fails to do so, the Board, upon recommendation of the committee and after a hearing, may declare the work to be a nuisance as provided in Paragraph (n) of Section 1 of Article .IV of the Declaration of Protective Restrictions. The Board may thereafter cause the nuisance to be removed or the work to be corrected at the owner's expense. Any expense incurred by the Association shall constitute a special assessment which the Association may proceed to collect in the manner set forth in Article V of the Declaration.

#### **F. Regulations Applicable to Owners, Contractors & Workmen**

The following regulations for doing the work apply whether the work is done by the owner or someone hired by the owner. A copy of the following regulations shall be given to the owner for delivery to his/her contractor before commencing work:

(1) All contractors must comply with (i) state and local license requirements, (ii) state worker's compensation law, (iii) all state and local building codes.

(2) Contractors shall be held responsible for any damages caused by their workmen.

(3) Workmen are to park only in guest parking areas and not in spaces designated for residents. They shall not block any driveway or parking areas.

(4) Work is to be done only between the hours of 8 a.m. and 5 p.m. on week days. No work is to be done on weekends or holidays.

(5) Radios may be turned on only inside a unit and at low volume. Radios are not permitted to be turned on outside a unit, including those in a vehicle used by workers.

(6) Dogs or other pets must be kept inside a worker's vehicle or tied up in the back of a truck. They may be taken out only on a leash and any excrement must be promptly picked up.

**(7) All construction debris, hazardous materials and wastes must be removed from the exterior of the work site at the end of each day, and may not be dumped in the Del Mesa dumpster or anywhere on Del Mesa property. The owner will be charged for the cost of:**

(a) emptying a dumpster which is used in disregard of this rule.

(b) removing debris left elsewhere on Del Mesa property.

(8) When the project is complete, the Facilities Maintenance Supervisor shall be notified so that he can review the project with the contractor to ensure that appropriate modifications are documented in Association records.

(9) Any damage to lawns, shrubs or structures (including oil on sidewalks, gutters and streets from construction vehicles) must be repaired at the owner's expense.

#### **8. POLICIES**

The committee aims to judge each request on its own merits. Policies reflecting past decisions of the committee, the Board of Directors, and the County Building Inspector, serve as general guidelines to promote uniformity and fairness, but do not serve as the sole criteria for approval.

## **A. Buildings**

### **(1) General**

The committee strives to maintain external appearance and quality of construction, including workmanship, materials, and finish, at least equal to the original design.

Walls that are set back more than the typical exterior building wall may only be pushed out to the existing exterior wall line. Except for bays, no wall may be pushed out to the back of the roof fascia. No construction is permitted beyond the roof fascia.

No changes may be made to a roof (other than for the purpose of installing a skylight and/or a roof attic vent that complies with these Ground Rules).

### **(2) Standards for Building Modifications or Landscaping Changes**

12/08

No structural, electrical or plumbing changes will be permitted without approval of the Building & Grounds Committee after receipt of an official request form.

12/08

All construction and the maintenance of ground levels shall conform to building and code requirements aimed at minimizing termite hazards.

### **(3) Windbreaks**

Windbreaks and privacy screens on decks generally detract from the original architectural design of Del Mesa Carmel buildings. Furthermore, some residents have found that windbreaks do not improve livability of their decks as they had hoped. Nonetheless, because of their importance to some residents, the committee will approve windbreaks and privacy screens subject to the following requirements:

- (a) They shall not exceed 6 feet in height above the deck floor, and that portion of the windbreak 42" or more above the deck floor shall not create a visual barrier or obscure the view in any direction,
- (b) They shall not interfere unreasonably with the views of neighbors.
- (c) Their structural strength shall meet the approval of the County Building Inspector.
- (d) Wood panels shall be of the same design and material used in the original construction.
- (e) No cover between the roof line and the windbreak is permitted.
- (f) Owners will be responsible for all maintenance costs associated with the windbreaks, including removal to conduct routine maintenance and repair of Association decking and railings.

**(4) Roofs**

No added roof areas are permitted. No changes may be made to the roof other than approved skylights and/or attic roof vents.

**(5) Stairways**

Stairways shall comply with safety provisions of the County building code. Outside stairways shall include handrails on both sides of the same design, materials, and construction as the 7/03 original steel railings on the decks. They shall not be objectionable to neighbors. Stair treads shall match the deck planking. Planting material removed during construction of stairs shall be replaced at owner's expense. 7/03

**(6) Storage**

The addition of reasonably sized storage chests on decks or patios is permitted provided they do not interfere with neighbors' rights and that their design construction materials, finish, and workmanship conform to the original buildings. Furnaces or hot water heaters placed in a storage area must be of a direct vent design. 7/03

Garden supplies, tools, firewood, etc. should be stored out of sight in a manner not to encourage termites or rodent infestation. No items shall be stored within unit entries or open areas of carports. No storage of any kind is permitted in the furnace, boiler or water heater closets, unless that equipment has been relocated into a renovated storage area that provides adequate space to prevent fire hazards and permit unobstructed access to the equipment.

**(7) Spaces Under Living Units**

Spaces under living units are common area. They may be used for storage (enclosed only on specific approval of the committee in each case) or other purposes only insofar as such use is in no way objectionable to other residents and does not constitute a fire hazard or attract termites, rodents, or other vermin.

This enclosed space shall conform to the plans and specifications submitted to the Building & Grounds Committee. The area will not contain auxiliary heat, either gas or electric. Supplemental insurance should be provided by the owner, or the owner must accept responsibility for the area and its contents.

**(8) Exterior Paint**

All exterior paint colors, types and quality shall conform to established Del Mesa Carmel standards, and may not be changed from the original colors. Normally the underside of decks on one story units are not painted/stained in the regular schedule, but the underside of decks on the second story of "F" or "D" units will be painted/stained at the time the topside is done.

**(9) Skylights**

Skylights shall be limited in size to 2 x 3 ft. maximum. The panel must be flat tempered glass or code approved safety glass and the frame anodized bronze aluminum. Skylights utilizing solar reflective technology may be approved on a case-by-case basis, but the tube must not exceed 14-inches in diameter. Compactness of design and minimum visibility from the ground shall be the primary criteria for approval when such skylights are visible from the developed areas of the community. Requests must be accompanied by drawings and specifications of the proposed skylight. 11/07



**(10) Greenhouse Windows**

Greenhouse windows are not permitted.

**(11) Decks & Common Areas Adjoining Units**

(a) Flower boxes, flower baskets, potted plants, and other plant containers may be displayed on the outside of units within certain limitations. The care and maintenance of these plants and plant containers is the responsibility of the unit resident. Owners will be required to remove plant containers that are not properly maintained. In order to allow painting and other maintenance, all plant containers must be readily removable without the use of tools. Plant containers must not directly contact any wooden surface of the structure. Plant containers may not be hung in trees or shrubs.

(b) Upon approval of the Building & Grounds Committee, floodlighting of trees or plants may be permitted on the rear side of perimeter units only.

(c) Lawn furniture, ornamentals and statues may be placed only within the immediate proximity of the entry area of a unit and not on lawns.

(d) Plant containers should not be placed directly on decks. Spacers should be used under pots and planters to permit ventilation.

(e) Water damage caused by overwatering and improper ventilation will be repaired at the owner's expense. This also applies to damage resulting from the installation of flower boxes, existing indoor/outdoor carpeting, or any other owner modification which leads to deterioration of decks, railings, or other common area facilities. Installation of indoor/outdoor carpet is no longer permitted on exterior decks.

(f) Expansion of an existing deck or balcony by an owner is not permitted. The addition of a stairway must be constructed in accordance with the provisions of Section III, 8, A, (5).

2/07

**(12) Bays**

Bays shall be permitted only where original windows exist, and for bathrooms. Window bays shall not exceed the length of the existing window plus 4x4 corner mullions, nor extend further than within 2" of inside fascia trim. The glass area of bays may not be reduced. Bathroom bays shall be no longer than the existing bath or combined baths. There shall be no other bays on the side of units with bathroom bays. There shall be no more than two bays on each of the remaining sides of the building unit. Kitchen bays shall be counted as bays and shall fit existing kitchen window openings. When a casement window is installed for egress or ventilation, the entire window group must be symmetrical in appearance. Reuse of existing materials shall be permitted only when those materials are of an acceptable standard. Planting material removed during construction of bays shall be replaced at owner's expense.

7/03

7/03

**(13) Enclosing Decks**

Enclosing a portion of the covered deck on a "B" or "C" plan unit may be approved after study by the Building & Grounds Committee, following submittal of a standard request form with plans and specifications. No enclosure shall extend beyond the adjacent exterior building walls.

**(14) Unreasonable Use of Decks & Other Exclusive Use Areas**

Although patios, porches, sun decks and balconies attached to units are allocated for the exclusive use of the respective units, such use must be reasonable. Among the uses that the Building & Grounds Committee may determine to be unreasonable are the placement in such areas of objects that are offensive to reasonable residents of Del Mesa because of disproportionate size or garish color.

**(15) Gas Clothes Dryers & Water Heaters**

In order to conserve energy, clothes dryers installed in individual units must be gas operated. Exceptions may be made by the Building & Grounds Committee when the resident already owns an electric dryer or if high efficiency appliances are to be used.

07/03

**(16) Existing Recessed Walls**

On "A" plan units, walls set back from the typical wall line may be extended to align with the exterior wall of the adjacent front bedroom.

**(17) Entries**

Indoor/outdoor carpet or other similar products may be installed in the immediate entrance area of a unit with a concrete entry way, provided the area to be covered and the color of the carpet/covering are approved by the Building & Grounds Committee.

Existing deep entries may be enclosed provided that the door is not closer than 3' 6" from the face of any exterior building wall.

**(18) Front Door**

Recognizing that the appearance of the front door is as individual as the selection of the interior decor, the Committee permits a wide latitude in the selection of the design and color of the front door. However, the Committee still requires an application for remodeling for its approval. Any changes that are approved will be at the owner's expense. The owner will provide the paint when the door is repainted by the Association, The Association does not perform any maintenance or upkeep on doors with special stains or finishes. Screen doors may be installed, but again, only after approval of an application for remodeling. They shall be of bronze anodized aluminum and both the frame and protective grill-work shall be of a simple design.

**(19) Windows**

No windows may be installed that are substantially different in appearance from windows in neighboring homes. No reflective or "one way" windows or window tint may be used.

**(20) Satellite Antennas**

Outdoor antennas for the pick-up of satellite signals may not be installed without approval from the Association. Applications for antenna installation should be made on the regular remodeling request form. The application should include complete information for evaluation, including the size and configuration of the antenna, the color of the antenna, the exact location and orientation of the antenna related to the unit structure, the exact method of mounting the antenna, and the proposed routing of cables into the unit.

The Building & Grounds Committee is authorized to evaluate and approve installation of antennas that are less than 1 meter across and are installed in exclusive use areas, provided that they are configured and positioned for minimal visibility. The committee may require specific positioning, a specific color for the antenna, and special foliage or screening to reduce the visibility of the antenna.

Many units at Del Mesa may not be positioned in a place or oriented in a direction that would allow satisfactory antenna performance. Trees, which are a valuable asset to the community, will not be removed or modified in order to improve antenna performance for an individual unit.

**B. Grounds**

**(1) Association Policy**

It is the policy of the Association that all landscaping be done under the control and direction of the Grounds Maintenance Supervisor. Residents desiring any changes in the landscaping around their unit must submit a written request using a landscape alteration request form (Appendix D). Reference is made to Paragraph 3 of Section 1 as to the grounds maintenance services provided by the Association.

**(2) Inspection of Trees**

There is an annual tree inspection conducted by the Fire Department to identify trees and limbs overhanging buildings which, in its opinion, constitute a fire hazard. Other inspections are performed as required by a consulting forester at the request of the Building & Grounds Committee to identify trees that should be cabled, trimmed or removed due to diseased or dangerous conditions.

**(3) Special Tree Situations**

These are trees that were not identified during the annual or other inspections, but whose condition deteriorates during the year as a result of disease, age or storms. Action will be taken to correct safety hazards.

#### **(4) Individual Requests Relating to Trees**

Trees are very important to the beauty of our community, and it is general policy that they be preserved for the benefit of all. Residents may request that the Building and Grounds Committee approve the removal or trimming of trees that they believe are dangerous, unsightly, create major maintenance problems, or that impede their view. They may also request the planting of new trees. See Paragraph 5(d) below as to the granting of such requests.

7/03

#### **(5) Procedures for Removal, Trimming or Planting of Trees**

(a) The annual operating budget of the Association provides funds for tree removal, trimming, and other preventative maintenance as determined to be appropriate from year-to-year.

(b) Trees designated as dangerous or as fire hazards will be removed or trimmed as quickly as possible. Approval of the Building and Grounds Committee is not necessary, but the General manager shall be kept advised of all such cases. Residents will be notified when work is scheduled.

7/03

(c) Individual requests from residents for tree maintenance should be put on a Landscape Alteration Request form (Appendix D). This will be forwarded to the Building and Grounds Committee by the General Manager after comments have been received from the Grounds Maintenance Supervisor.

(d) The aesthetic appeal of both native and non-native trees is a significant factor in the overall attractiveness of Del Mesa. Therefore, each request to "trim for view" will be considered on a case-by-case basis, not only taking into account the desire of the resident(s) making the request, but also other relevant factors such as the preferences of any neighboring residents who may be affected, the tree's location, and the species and condition of the tree, including general health, height, shape and age. In weighing interests that are often conflicting, it is the primary responsibility of the Building and Grounds Committee to preserve and enhance the beauty of Del Mesa for the benefit of all.

(e) As a general rule, the Association will pay for removal or trimming of trees that are a safety hazard, and for the replacement of those trees when appropriate. Residents will pay for removal or trimming of trees approved by the Building and Grounds Committee for view or other aesthetic reasons, and for the planting of new trees other than replacement trees. If a resident requests the removal of a tree, the approval may require the purchase of replacement trees.

#### **(6) Artificial Flowers, Statuaries & Ornamentals**

The Association disapproves the use of artificial flowers in outdoor common areas, except on rear decks where they are not objectionable to others. Statuaries and ornamentals may not be placed in any common area other than the immediate proximity of the entry area of a unit unless an exception is granted by the Board of Directors.

(7) **Fences**

Additional fences, or the expansion of fenced-in areas, are approved only in unusual circumstances. All grounds are common areas and should be left open and unobstructed for all to enjoy.

7/03

Fences, not to exceed 6' in height, are permitted around the patios of ground level units. The installation of patio fences and their repair/replacement shall be at unit owner's expense. Fences shall be of grape stake design and the outside shall be painted gray or brown at Association expense. The interior face of the fence may be painted a color that is the unit owner's choice. Painting of the interior of the fence will be at the unit owner's expense.

7/03

(8) **Path Lights**

Path lights that are out should be covered with a bag and reported to the office.

(9) **Signs**

Unless otherwise authorized by the Building & Grounds Committee, all name signs on units shall conform with the Del Mesa Carmel standard (4" x 14") with white lettering on Del Mesa green. The unit number must be visibly displayed on the outside of units and not be obstructed by plantings. No signs, billboards or posters may be placed anywhere in the common area outside the unit. See Section IV, 3. B. (2) concerning regulation of "For Sale" signs.

(10) **Maintenance of Natural Areas**

The area around the perimeter of the built-upon and landscaped area is left largely in its natural state except for removal of excessive combustible material near buildings to reduce fire hazards; removal or pruning of dangerous trees; and, after specific committee approval in each individual case, limited pruning, at the expense of the requesting residents, to preserve views.

(11) **Vines & Pruning**

(a) Vines shall not be allowed to climb directly on buildings because they make painting difficult and can damage the buildings. Trellises must be provided for climbing vines at owner's expense.

(b) All growth will be trimmed to clear walks and roadways, and new plantings will be made accordingly. Pruning near units will keep growth no higher than window sills, deck railings, and eave lines, as appropriate. Exceptions will be kept to a minimum.

## SECTION IV

### UNIT GROUND RULES

#### 1. DEFINITION OF PERMANENT OCCUPANCY

Persons who occupy a unit for more than 90 days are "permanent occupants" who must be at least 55 years of age or who are qualified permanent residents as defined by California Civil Code §51.3, as amended. Before any person may permanently occupy or reoccupy a unit, they must apply for and receive the Association's consent. If the prospective occupant is not buying the unit, the unit owner must give the Association a copy of the proposed lease or a description of the terms of the proposed occupancy.

#### 2. UNOCCUPIED UNITS

A. The General Manager will keep a record of all units unoccupied for 30 days or more. With the owner's consent, maintenance personnel will enter the unit at least once every 30 days and perform the following services to ensure proper maintenance and safety precautions are taken:

- (1) Turn on the water to the unit.
- (2) Check all water valves, faucets, and pipes.
- (3) Flush all toilets.
- (4) Check to ensure all water heaters are set to low setting.
- (5) Check to ensure the heating thermostat is set to 50.
- (6) Check all windows to ensure they are closed.
- (7) Close and lock front door.
- (8) Turn off water to the unit.

B. Residents who sell their units must notify office personnel of the day they plan to vacate.

C. Residents who plan to be absent should fill out an absentee form at the Reception Desk at the Clubhouse indicating how long they will be absent and the date they expect to return.

D. For residents with radiant heat in their units, if requested, maintenance personnel will turn on the heat a day or two prior to the occupant's scheduled return.

#### 3. SALE OR RENTAL OF UNITS

##### A. Preliminary Procedures

Before putting a unit on the market for sale or rent, the owner must inform the General Manager of the proposed marketing of the unit, including whether a "house sitter" will be permitted to occupy the unit. The General Manager will give the owner a packet consisting of a copy of the Application for Ownership or Occupancy, and, if the unit is for sale, a copy of the procedures for marketing the unit as follows:

## **B. Marketing Procedures**

### **(1) Use of Agents**

If a real estate agent or a "house sitter" is used the owner must inform them of the Association's admission requirements and the following restrictions.

### **(2) Real Estate & Directional Signs/Maps**

Only one realtor "For Sale" sign may be displayed inside a window of a unit and it must be of customary and reasonable size. "For Sale" signs commonly sold in retail stores are not permitted. A generic sandwich board sign may be placed on Carmel Valley Road to indicate an open house. Maps highlighting open houses will be left at the gatehouse by realtors for prospective buyers. Generic directional arrows may be used to show the location of open houses. Placement of a realtor's sign in front of a unit is permitted during the time of an open house.

7/08

### **(3) "Caravanning" a Unit for Real Estate Agents**

The realtor must notify office personnel (624-1853) at least one day in advance of the day and time arranged for inspection by real estate agents. On the appointed day, all real estate agents will be admitted through the gate during the specified hours upon presentation of their business cards. Balloons and/or a small portable "Open House" sign are allowed at the entry of the unit for Caravan showings.

### **(4) Showing an Occupied Unit**

An occupied unit may be shown only by appointment with the occupant or the real estate agent or by a prearranged open house. The owner or real estate agent should give advance notice of an appointment or open house to office personnel (624-1853) who will notify the guard of the arrangement. When a prospective buyer arrives, the guard will call the unit, whereupon the owner or real estate agent must come to the gate to escort the client to the unit and then must escort the client back out through the gate. If the owner or real estate agent is not at the unit, the prospective buyer will not be admitted through the gate.

### **(5) Showing a Vacant Unit**

A vacant unit may be shown by a licensed real estate agent who presents his/her card at the gate, and who personally escorts the client to the vacant unit. If the vacant unit does not have a lock box, the real estate agent must arrange with the owner or real estate agent for a key to the unit. The real estate agent must escort the client back out through the gate.

### **(6) Occupancy Procedures**

Occupancy of a unit by a buyer, renter, or "house sitter" may occur only after the new occupant has been approved by the Board of Directors in conformance with applicable sections of the Association's Declaration of Protective Restrictions and Bylaws.

10/04

#### **4. CARPET REPLACEMENT**

Carpet replacement is the responsibility of the unit owner. Any carpentry required as a result of the new carpet, such as cutting the bottom of doors, is also the responsibility of the unit owner.

#### **5. USE OF SMALL VEHICLES**

Residents and their guests shall not drive small vehicles (golf carts, bicycles, etc.) on any sidewalk or across any lawn at Del Mesa, except to the extent necessary to gain access to the nearest road. No special provisions will be made/approved to accommodate parking golf carts on Association common area.

#### **6. PETS**

Under the Declaration of Protective Restrictions, dogs, cats and other household pets may be kept in residents' units for pleasure, but not for commercial purposes. Pets are required to be on a hand-held leash under the control of an adult at all times when outdoors or inside common areas. An exception is allowed in the Dog Park where dogs may be let off leash but must remain under the supervision of an adult. Pet owners are responsible for preventing their pets from becoming a nuisance to other residents or staff. Pet owners are responsible for removing their pet's excrement from common areas.

01/19

### **SECTION V PEST CONTROL**

#### **1. ANTS**

If a resident has an ant problem, he/she should request that the Association spray the ground around and under the unit. This service will be performed by Grounds Maintenance once. Thereafter, each resident is responsible for any additional ant control or eradication measures taken in the unit.

#### **2. RODENTS**

The Association has a contract with a pest control service that maintains rodent bait stations around the perimeter of the residential area. These bait stations are kept stocked and checked periodically. Each resident is responsible for rodent control in his own unit

#### **3. TERMITES**

Residents who suspect the presence of active termites inside their units may arrange for an inspection from a licensed local inspector. If no live/active termites are discovered, the cost of the termite inspection shall be borne by the resident. In the event the presence of active termites is confirmed, or previously untreated/uncorrected termite damage is found, the Association will bear the cost of the inspection and assume responsibility for eradication of the termites and repair of the damage.



## SECTION VI

### MISCELLANEOUS

#### 1. **Barbecues**

Barbecuing is permitted only on unit decks or patios. Barbecues using fuels other than propane gas shall not be used on unit decks.

#### 2. **FUNDRAISING**

Except for support of activities authorized by the Board of Directors, the facilities and personnel of Del Mesa Carmel are not to be used to raise funds.

#### 3. **PASSENGER AND RECREATIONAL VEHICLES (RVS)**

A. Parking of any trailer, camper, boat, motor home, or other type recreational vehicle is prohibited in the residential area and Clubhouse parking lot.

B. Del Mesa property continues to evolve with the growing needs of the Association. To ensure sufficient and safe space for operations, garbage/recycling, contractors and other resident activities, the following ground rules apply to the top-of-the hill area.

- With approval of the General Manager;
  - A resident registered trailer, camper, boat, motor home, or other type recreational vehicle may be parked at the top-of-the-hill, for a maximum of three (3) consecutive days to permit provisioning for a trip, or to off-load after one. Arrangements for temporary parking of such vehicles in the residential area for loading and unloading must be made through the office of the General Manager.
  - A resident registered passenger car or pick-up truck may be parked at the top-of-the-hill, for a maximum of three (3) consecutive days.
  - A resident with houseguests or guests utilizing the Guest units desiring RV parking may park at the top-of-the-hill, for a maximum of three (3) consecutive days.
- A Daily parking permit or Guest Unit parking pass must be clearly visible on the vehicle dash while parked on property. Accessing Del Mesa utilities (water, electricity, etc.) is not permitted.
- In extraordinary circumstances (illness, dead battery, etc.) and with General Manager approval, parking more than three (3) consecutive days may be permitted at a rate of \$ 50 per day. Charges incurred by resident's houseguests or guests utilizing the Guest units will be the responsibility of the hosting resident. All charges will be added to the hosting resident's monthly HOA invoice.
- The top-of-the-hill area is not intended to be used for extended or long-term parking or to generate revenue. Within a reasonable distance to Del Mesa, there are professional facilities in the business of storing vehicles.

- C. Overnight occupancy in a vehicle parked at Del Mesa is not permitted.
- D. All pickup trucks owned by Del Mesa residents, and kept in the residential area, must be parked in a resident's carport.
- E. Any vehicle owned by Del Mesa residents, and kept in the residential area with commercial signage on it, must be parked in a resident's carport. (R-12/05)
- F. All vehicles parked on common area property at Del Mesa must be the property of a Del Mesa resident or others who are visiting for a limited time. All vehicles on Del Mesa property must be operable, possess a current registration, and display the proper gate access pass, daily parking permit or Guest Unit parking pass.
- G. Del Mesa Carmel Community Association, Inc. does not accept responsibility for the safety of any vehicle, or for any damage that may occur to vehicles while parked on Del Mesa property.
- H. In any situation requiring General Manager approval, the General Manager or his/her designee will notify the front security gate for approved parking passes. A vehicle without prior approval will not be permitted on Del Mesa property.
- I. Parking of any trailer, camper, boat, motor home, or other recreational vehicle is prohibited in the residential area

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#### 4. PARKING

- A. Due to the limited number of parking spaces throughout the community, each unit at Del Mesa is restricted to a maximum of two parking spaces in the residential areas. Each unit has one parking space within a carport that is exclusive use space for the occupants of that unit. All other marked spaces are designated "open," and are available to anyone on a first-come, first-served basis. (R-12/05)
- B. Parking in other than designated spaces may be necessary at times but should be minimized in consideration for the safety of motorists and pedestrians, and to ensure unimpeded access for emergency vehicles. When there are no "open" parking spaces and it is necessary to park in other than a designated space, the following procedure is to be used:
- (1) Cars may be parked on the sidewalk side of the street, in the direction of normal traffic flow, with the two right-side tires just over the top of the curb on the sidewalk.
  - (2) This "over-the-curb" parking is limited to no more than four hours and is not permitted overnight.
  - (3) Room on the sidewalk for the passage of pedestrians and wheelchair users must be maintained.
  - (4) Cars with DMV-issued handicap decals may park "over-the-curb" at the Pool House where the curb is painted blue. Other users of the pool should park in the Clubhouse parking lot. (R-6/05)
  - (5) No parking is allowed on the grass, over a red curb, or on the street in any manner other than that permitted above.
- C. Occupants in areas with limited spaces for their vehicles should encourage guests and service people to park over the curb as described in paragraph B. Employees of residents living close to the Clubhouse should park in the Clubhouse parking lot.
- D. In those areas of Del Mesa with limited parking spaces, residents planning to be away from the community for extended periods of time are encouraged to park their vehicles in areas with excess open parking spaces.
- E. Vehicles with "For Sale" signs shall not be left in the Clubhouse parking lot for advertising purposes.

**THIS SECTION INTENTIONALLY LEFT BLANK**

1. The EV owner shall be responsible for all costs associated with the installation, operation, maintenance, repair, removal or replacement of an EV charging station for his or her vehicle, and for any damages resulting from installation of the station.

11/11

2. The owner must contact PG&E at 1-877-743-7782. The owner will need charging load information provided by the auto manufacturer to give to PG&E.

3/11

3. The owner must schedule an onsite consultation with a licensed electrical contractor and the Facilities Maintenance Supervisor to evaluate the charging capacity of the electrical panel servicing the owner's carport. A separate circuit and electrical outlet must be installed for each EV charging station. The dedicated circuit and an outdoor outlet will be paid for by the owner, with the outlet cover clearly identified for the exclusive use of the EV owner.

10/13

4. Based on information obtained from PG&E and the electrical contractor, upgrades to the electrical distribution system may be required before the EV can be safely charged. If any service upgrades are needed, it will be the owner's responsibility to pay for the cost of the upgrades as well as any required permits.

3/11

11/11

B. Following completion of the above and before charging a vehicle, the EV owner must receive a Certificate of EV Registration from the General Manager. This certificate will acknowledge that all requirements to charge an EV on Del Mesa property have been met, and that the owner has read and will comply with section 1353.9 of the California Civil Code. Proof of the liability insurance required by section 1353.9 shall be provided to the Association before the EV registration certificate is issued.

C. The following procedure will be utilized to establish an annual fee for each EV kept on Del Mesa property to pay for the electricity used to charge it:

1. The owner of an EV shall provide the Association with a copy of the EPA Fuel Economy and Environmental Comparisons for the vehicle(s) in question.

3/11

2. The owner shall provide a copy of the insurance documentation reflecting the estimated annual mileage upon which the insurance premium for the EV is predicted.

3. The Association shall apply the average kWh rate used in the most recently approved budget to the information obtained in items A1 and A2 above to arrive at the annual fee to keep the EV on Association property. Payment of this fee (billable monthly) is required to receive a Del Mesa decal for the vehicle(s).

D. For safety reasons, attempting to charge an EV from any outlet that has not been inspected and upgraded, as necessary, is prohibited. Residents using uninspected outlets to charge their vehicles or those of their guests will be liable to a minimum charge of not less than \$50.00 for each occurrence.

10/13

## **6. CAR WASHING**

Car washing spaces with hose connections are provided next to the Grounds Maintenance and Green Thumb buildings at the top of the hill. Cars should be washed there, not in residential parking areas.

## **7. AIR HOSE**

An air hose with a tire pressure gage is available for use by all residents. The hose is located on the front of the Grounds Maintenance Building at the top-of-the-hill.

## **8. CLUBHOUSE BULLETIN BOARDS: INFORMATION OF INTEREST**

The following items may be posted on the Association's official business bulletin board in the clubhouse entryway across from the mail boxes: Board of Directors organization, meeting notices, Association announcements to residents, weekly calendars and dining room menus.

Notices of trips, symphonies, books and bulletins of general interest etc., maybe displayed on the General Information bulletin board in the entryway to the left of the official bulletin board.

Announcements' of special events and activities occurring at Del Mesa are displayed on posters in the hallway across from the Crystal Room.

Advertisements for unit sales or rentals may only be posted in the real estate binder kept in the Clubhouse lobby.

Various miscellaneous services offered to Del Mesa residents by outside contractors will be kept in a binder in the library. Those wishing to offer such services should leave their card and information with office personnel for inclusion in the master file. These files will be updated from time-to-time.

Caregivers recommended by residents will be kept in a binder in the library.

END

*Del Mesa Carmel Community Association, Inc.*

Maintenance and Repair Responsibilities\*

| CATEGORY   | ASSOCIATION          | OWNER          |
|--|----------------------|----------------|
|  | MINOR Maint & Repair | Maint & Repair |
| <b>I</b> Additions, improvements & modifications by an owner, past or present, or subsequent damage caused by said changes, whether interior or exterior (GR.Sec. III 7.B.)        |                      | X              |
| <b>II</b> Original major structural components not within a unit, including load bearing walls, roofs, and all common areas (DPR.Art.III,Sec.I(g))                                 | X (I)                |                |
| <b>III</b> Original components (including approved like-kind replacements); Routine MINOR REPAIRS; parts billed to owner at cost. (DPR ART.III, Sec.I (g) , Contract, GR Sec. 1,4) |                      |                |
| Cabinets, including built-in   |                      | X              |
| Ceiling surfaces, including paint & acoustical texture   |                      | X              |
| Counter tops   |                      | X              |
| Curtains, rods, shutters & blinds  |                      | X              |
| Decks  | X (I)                |                |
| Dishwasher   | X                    |                |
| Disposal   | X                    |                |
| Doors, exterior; including screens, hardware & weather stripping   | X                    |                |
| Doors, interior; including screens and hardware  |                      | X              |
| Ducts  | X (I)                |                |
| Electrical wiring/fixtures   | X (2)                |                |
| Fans, exhaust  | X                    |                |
| Faucets  | X                    |                |
| Fences   |                      | X              |
| Fireplaces, flues, chimneys, spark arrestors   |                      | X              |
| Floorcoverings (carpet, linoleum, hardwood and tile)   |                      | X              |
| Grills and registers (heating)   |                      | X              |
| Garbage Pail (insert)  |                      | X              |
| Gutters & downspouts   | X (I)                |                |
| Heating Units (Boiler or Furnace)  | X (I)                |                |
| Ovens and Cooking Surfaces   | X                    |                |
| Painting:  |                      |                |
| Exterior   | X                    |                |
| Interior   |                      | X              |

*Del Mesa Carmel Community Association, Inc.*

Maintenance and Repair Responsibilities\*

| CATEGORY  | ASSOCIATION                 | OWNER          |
|---|-----------------------------|----------------|
|   | <b>MINOR</b> Maint & Repair | Maint & Repair |
| Piping  | X (1)                       |                |
| Plumbing  | X (1)                       |                |
| Refrigerator                                    |                             | X              |
| Roof  | X (1)                       |                |
| Showers and bathtubs                            |                             | X (3)          |
| Sinks   |                             | X (3)          |
| Skylights                                       | X                           |                |
| Smoke/CO Alarms                                 | X (2)                       |                |
| Telephone wiring (interior)                     |                             | X              |
| Thermostat                                      | X                           |                |
| Toilets   | X                           |                |
| TV Cable system (interior)                      |                             | X              |
| Vents   | X (1)                       |                |
| Walls:  |                             |                |
| Load bearing                                    | X (1)                       | .              |
| Interior & non load bearing                     |                             | X              |
| Wall surface:                                   |                             |                |
| Exterior  | X (1)                       |                |
| Interior  |                             | X              |
| Water Heater                                    | X                           |                |
| Windows, including hardware & weather stripping |                             | X              |
| Window screens:                                 |                             |                |
| Exterior  | X                           |                |
| Interior  |                             | X              |

**\* UNLESS NOTED OTHERWISE, RESPONSIBILITY FOR REPLACEMENT RESTS WITH THE UNIT OWNER**

*Abbreviations:* Contract = Contract for Operation, Maintenance and Service  
 DPR = Declaration of Protective Restrictions  
 GR = Ground Rules

*Notes:*

- (1) Association responsibility to replace
- (2) Requests to change interior light bulbs & smoke detector batteries by those residents unable to do this themselves provided as a courtesy as time permits
- (3) Including caulking

## APPENDIX B

### Guest Unit Occupancy Procedures

In order to ensure the rules governing the use of our Guest Units are as fair and equitable as possible for all residents the following reservation procedures have been established and approved by the Board of Directors.

1. Reservations may be made on a first-come, first-served basis by any owner or permanent resident for relatives or close friends. A confirmation receipt will be issued that must be ***signed and returned to the office within 48 hours*** before any reservation is finalized. (R-7/10)
2. Reservations may be made up to a maximum of 4 months prior to the month of arrival. For the two most popular holiday periods, Thanksgiving and Christmas weeks (defined as three days before and after the holiday), a lottery system will be used. Residents may submit requests for these periods more than four months in advance. A drawing will be held on the date two months prior to the beginning of the holiday month (i.e. September 1st for Thanksgiving week and October 1st for Christmas week) to determine the primary and standby reservation lists. *Pre-payment in full for the reservation will be due on or before November 1 (for Thanksgiving) and December 1 (for Christmas) or the reservation will be forfeited. These dates will also be the no-penalty cancellation dates for these holiday periods. Cancellations made after these dates will forfeit the entire prepayment unless the cancelled nights are subsequently filled for all days that were reserved. Pre-payment for any unused nights will not be refunded.* (R-7/10)
3. A lottery system and increased room rates may be used for certain special events held in the Monterey/Carmel area. These events are the AT&T Pro-Am Golf Tournament, the Pebble Beach Concours d' Elegance and the U.S. Open Golf Tournament, when it is held on the Peninsula. Additionally, the Board of Directors may designate other special events as deemed appropriate but shall not designate any holiday period as a special event. The procedures for obtaining reservations for these events are outlined below in paragraph 14. (R-9/09, 10/09)
4. No more than 2 guest rooms may be reserved at the same time by any resident, and no more than 7 days may be reserved at a time. (Exceptions may be made, but no more than 48 hours in advance, if vacancies exist.) Cancellations must be made 48 hours prior to arrival in order to avoid a first night's room charge and tax as a penalty. When cancelling a reservation, you will receive a cancellation number as proof of cancellation. Any question concerning a cancellation will require the presentation of a cancellation number. Any dispute regarding a cancellation may be forwarded to the General Manager. (R-7/10)
5. Rooms for business clients of residents may be reserved one month prior to the date of their arrival.
6. Any Hacienda resident or former Del Mesa resident may reserve a guest unit 2-weeks prior to the date of arrival during weekdays. Weekend reservations (Friday, Saturday, Sunday) may be made 2 days prior to the arrival date.
7. Reservations will not be accepted for clients, or from Hacienda residents, or former Del Mesa residents over holidays, nor may they participate in the lottery process for special events. (R-9/09)
8. Waiting lists will be handled on a first come, first served basis.



9. Normally, Guest Units require a 48-hour cancellation prior to the date of arrival (no later than 4 p.m. two days prior to the arrival date). Should a room be canceled after the 48-hour cancellation period, or if a guest does not show, the resident sponsoring the guest unit will be charged for the room(s) plus tax for the first night reserved. Should the room(s) be utilized, the resident will not be charged.

10. *For the following holiday periods (Easter and Memorial Day weekends, July 4th, and Labor Day weekend), the cancellation period is two weeks prior to the arrival date to avoid being charged for rooms that are not subsequently utilized. (R-7/10)*

11. Guests or the resident host, are requested to register at the Reception Desk prior to taking occupancy of a guest room. Guests desiring to utilize the recreational or service facilities at Del Mesa Carmel should contact their hosts or the Reception Desk for complete details.

12. Check-in time is 2 p.m. and check-out time is 12 p.m.

13. **Smoking and pets are not permitted in the Guest Units.** An extra day's rent will be billed to the sponsoring resident for cleaning and returning a guest room to a smoke free, pet free, odorless condition.

14. The Guest Units offer 6 parking spaces. The front security gate will issue an initial Daily Parking Permit (for access to Del Mesa Property) and the Front Office will provide a Guest Parking Pass at check-in to be used during a Guest's duration. The Guest Parking Pass is always to be clearly displayed on the vehicle dash during their Del Mesa visit.

### *Lottery Procedures for Special Events*

14. The following procedure shall be used to reserve rooms for special events such as the AT&T ProAm, the Concours d'Elegance and the U.S. Open Golf Tournament.

- a. Increased room rates and a minimum day occupancy requirement will be established for each special event based on market comparison.
- b. A lottery procedure will be established for Association members to reserve rooms at the higher established rate. This increased rate will be lower than that for comparable rooms in the area for the time period. Signup for the lottery will begin nine months prior to the first day of the month in which the event will occur. For these special events, an owner or permanent resident may enter each lottery only once. (R-9/09)
- c. A drawing for the lottery will be held for the event five months prior to the beginning of the month in which the event will occur. This drawing will determine the six winners and establish a waiting list.
- d. Winners of the lottery will have five business days to confirm that they intend to take the rooms. If some winners decline during this period, the openings will be offered to those on the waiting list in the order in which their names were drawn. These individuals will also be given five business days to confirm that they intend to use the room.
- e. A 25% non-refundable deposit is required at the end of this five-day period to guarantee the reservation.

f. No later than four months prior to the month of the event, payment in full for use of the room is required. This payment is nonrefundable, unless the vacancy is subsequently filled by another party at the increased room rate.

**THIS SECTION INTENTIONALLY LEFT BLANK**

## Del Mesa Carmel Remodeling Application Form

Owner: \_\_\_\_\_

Unit: \_\_\_\_\_ Phone: (        ) \_\_\_\_\_

This application is being submitted per the instructions and guidelines in Del Mesa's Governing Documents. (Please note: Incomplete applications will be returned.) I understand I **MUST** receive General Manager and Building & Grounds Committee approval **PRIOR** to beginning any work.

1. **Description of Proposed Work-** Include an itemized list of the project(s) and blueprints, architectural and structural details, materials and finishes. Include current photos and, if available, proposed design or 'look' you wish to accomplish with the remodel. Attach additional page(s), if necessary.

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2. **Contractor Information-** Please complete and include insurance verification **BEFORE** your application is submitted.

Contractor Name: \_\_\_\_\_

License Number or Credentials: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Contractor Insurance Carrier: \_\_\_\_\_

\_\_\_\_\_ (√) Certificate of Insurance and Worker's Compensation (attached) *A certificate of insurance documenting worker's compensation and general liability coverage are required.*

I understand that if the General Manager/Facilities & Maintenance Supervisors determine a Monterey County Building Permit is required, one will be obtained and a copy - with a set of approved drawings stamped by the Monterey County Building Inspection Department - shall be submitted to Del Mesa's General Manager for final review and approval before construction work begins. (This is to ensure the Association is aware of any modifications which may have been made to your original request, in order to meet building code requirements.)

## Del Mesa Carmel Remodeling Application Form

If applicable, during construction, County/DMC inspectors may inspect the work to ensure it is in compliance with applicable codes and to endorse and date each inspection on a Certificate of Inspection. A copy of this Certificate of Inspection, properly endorsed and dated, **MUST** be provided to Del Mesa.

A set of prints will be kept at the job site and any variations from original drawings shall be noted in red. This job site set of prints shall be delivered to Del Mesa after the work is completed. This is kept on file for insurance purposes.

The quality of construction, including workmanship, materials, and finishes shall be at least equal to the original design. I further agree to be responsible for all future repairs and maintenance resulting from this work. I shall hold Del Mesa Community Association, Inc. harmless from, and indemnify it against, any loss, damage or liability whatsoever resulting from the work permitted under this request. In addition, I will indemnify the Association for any future costs or liability that occur because of the existence of this work, even if a defect or deterioration of the work is not directly responsible for the costs.

I understand that this is a covenant running with the land and it is the owner's responsibility to communicate to any future buyer before transfer of title. This application and all documentation should be retained and included in Disclosure Documents when selling. Del Mesa and/or realtors **ARE NOT** responsible for communicating or providing this information.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

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**Building & Grounds Committee:**  Approved as submitted  Building Permit Required  
 Approved subject to conditions noted: \_\_\_\_\_

Disapproved, reason(s) noted: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman, Building and Grounds Committee

\_\_\_\_\_  
Date

DMC/B&G/Remodel Application R-072720

## Del Mesa Carmel Landscape Request Form

Owner: \_\_\_\_\_

Unit: \_\_\_\_\_ Phone: (        ) \_\_\_\_\_

This application is a request to change/modify landscaping in the common area near my unit. It is being submitted per the instructions and guidelines in Del Mesa's Governing Documents and, if applicable, conforms to federal, state, and county rules, regulations and requirements. (Please note: Incomplete applications will be returned.)

1. **Description of Request-** (Include an itemized list, photos, sketch, and quotes, if applicable. Attach additional page(s), if necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. All costs to be paid by:     Owner     Del Mesa     Shared as noted (Material, labor, etc.)

Shared Cost Note: \_\_\_\_\_

3. **Landscape/Tree Service Expert Information-** (*For Owner or Shared Cost Projects.*) Please complete and include Landscape/Tree Service Expert insurance verification **BEFORE** your application is considered.

Name: \_\_\_\_\_

License Number or Credentials: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Landscape/Tree Service Expert Insurance Carrier & Agent: \_\_\_\_\_

\_\_\_\_\_ (√) Certificate of Insurance and Worker's Compensation (attached) *A certificate of insurance documenting worker's compensation and general liability coverage are required.*

4. **Neighbor Approval:** (Include all that apply. Attach additional page(s), if necessary.)

Neighbor Signature: \_\_\_\_\_ Unit # \_\_\_\_\_

Neighbor Signature: \_\_\_\_\_ Unit # \_\_\_\_\_

Neighbor Signature: \_\_\_\_\_ Unit # \_\_\_\_\_

## Del Mesa Carmel Landscape Request Form

Additional Neighbor comments: \_\_\_\_\_  
\_\_\_\_\_

Should the cost be Owner or a Shared responsibility, I shall hold Del Mesa Community Association, Inc. harmless from, and indemnify it against, any loss, damage or liability whatsoever resulting from the work permitted under this request. In addition, I will indemnify the Association for any future costs or liability that occurs because of the existence of this work, even if a defect is not directly responsible for the costs.

I understand that this is a covenant running with the land. Any materials, plants, trees, etc. purchased by the owner are considered Del Mesa property.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

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**Building & Grounds Committee:**

Approved as submitted

Approved subject to conditions noted: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Disapproved, reason(s) noted: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman, Building and Grounds Committee

\_\_\_\_\_  
Date

DMC/B&G/Landscape Request R-07/27/20

## Election Rules and Procedures

The following rules governing elections modify existing procedures in the Del Mesa Bylaws to ensure compliance with California Civil Code §1363.03, which became effective July 1, 2006. Where a conflict exists with the Bylaws, these rules shall take precedence. In addition to the election of members of the Board of Directors, an election regarding assessments, amendments to the Declaration of Protective Restrictions or Bylaws, or the grant of exclusive use of common area property pursuant to Civil Code §1363.07 shall also be held by secret ballot in accordance with the procedures set forth below.

### 1. Definitions

A. Members: "Members" refers to owners of record of units in Del Mesa as defined in the Declaration of Protective Restrictions and Bylaws. Used collectively, "members" refers to all individuals belonging to the Association.

B. Associate Members: "Associate Members" refers to individuals who qualify as occupants of Del Mesa units, but are not owners of record of a unit. This may include the non-owner spouse of an owner, or renters leasing a unit.

C. Voting Member: "Voting Member" refers to that one person designated as the Voting Member from among the owners of each single unit. Only one voting membership shall be issued for each unit, and the total number of Voting Members shall not exceed two hundred eighty-nine (289). Voting Members who own more than one unit shall be entitled to one vote per unit.

D. Resident Members, Associate Members and Voting Members: "Resident Members," "Resident Associate Members" and "Resident Voting Members" shall mean individuals actually living in a unit.

E. Members in Good Standing: "Members in good standing" refers to those Members or Associate Members who are current in assessment payments and not in violation of any governing documents.

F. Voter Qualification Date: A date fixed by the Board of Directors not more than 45 days and not less than 30 days preceding the date of any meeting of Members, as a date of record for the determination of those persons entitled to notice of and to vote at any such meeting.

## 2. Nomination of Candidates for Directors

A. The Board of Directors shall appoint a Nominating Committee, consisting of five (5) Resident Voting Members, no later than the August Regular Board Meeting. The Committee shall invite members of the Association to submit names of potential nominees to the Committee for its consideration. This Committee shall prepare and submit a list of at least one qualified candidate for each vacancy on the Board.

(1) Qualified candidates are Resident Members or Resident Associate Members of the Association who are in good standing. No renter may serve on the Board of Directors.

B. The list of candidates submitted by the Nominating Committee for election by Voting Members shall be designated as the Nominating Committee's ticket and shall be posted on the Clubhouse bulletin board and provided to members on or before November 15<sup>th</sup> of each year.

C. Any other member in good standing who is not a renter may nominate himself or herself as a candidate for election to the Board. Such nomination shall be in writing, signed by the qualified candidate, and shall be filed with the Secretary of the Board by noon, January 5<sup>th</sup> of each year. Notification of this nomination shall be provided to members and posted on the Association bulletin board by January 10<sup>th</sup> of each year prior to the Annual Meeting in February. 9/10

D. Equal access to Association media, services and facilities shall be provided to all candidates and members advocating a point of view for purposes that are reasonably related to the election.

E. No incumbent Director or nominee shall serve on the Nominating Committee. A member of the Nominating Committee must withdraw from the Committee before being selected by the Committee as a nominee, and the Board of Directors must appoint a replacement.

F. No nominations for the Board of Directors other than as provided herein shall be valid.



### 3. Election of Directors

A. Prior to any election the Board of Directors shall appoint an Election Committee consisting of three (3) Resident Voting Members who shall serve as inspectors of election. The Board will name one member as chairman.

B. Those appointed to serve on the Election Committee may not be a member of the Board of Directors or a candidate for the Board, nor may they be related to a member of the Board or a candidate for the Board. An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability and as expeditiously as is practical.

C. The Election Committee may be assisted by the general manager and/or Association counsel in fulfilling its duty to do the following:

- (1) Determine the number of memberships entitled to vote and the voting power of each.
- (2) Determine the authenticity, validity and effect of proxies, if any.
- (3) Receive ballots.
- (4) Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
- (5) Count and tabulate all votes.
- (6) Determine when the polls shall close.
- (7) Determine the result of the election.
- (8) Perform any acts as may be proper to conduct the election with fairness to all members in accordance with these rules and all other applicable rules of the Association regarding the conduct of the election that are not in conflict with these rules.

D. No later than five days after the voter qualification date fixed by the Board of Directors, the Secretary of the Board shall:

- (1) Forward a list of all Members eligible to vote in the election to the Election Committee.
- (2) Prepare the ballot for the election. The names of all qualified candidates shall be listed in alphabetical order on the ballot. Candidates nominated by the Nominating Committee are to be clearly indicated on the ballot.
- (3) No later than thirty (30) days prior to the Annual Meeting, cause to be delivered to each Member eligible to vote in the election:

- a. A ballot.
- b. A concise statement of biographical information about each Candidate.
- c. Envelopes, preaddressed to the Election Committee, with instructions on how to return ballot material to ensure confidentiality.

E. Voting for Directors shall be only by secret ballot, cast on or before the day of the Annual Meeting. Ballots may be cast by United States mail, by placing in a designated ballot box in the Del Mesa Carmel office, or by personal delivery to the Election Committee. Once cast, ballots may not be revoked.

F. All sealed ballots, whether mailed or delivered in person, must be received by the Election Committee by 2:00 p.m. on the day of the Annual Meeting. Voting polls for the personal delivery of ballots shall be open at the meeting place from 12:00 noon until 2:00 p.m. on the day of the Annual Meeting and shall close promptly at 2:00 p.m.

G. Immediately upon closing of the Polls, and not before, the Election Committee shall count and tabulate the ballots. Any candidate or other member of the Association may witness this process.

H. All three members of the Election Committee shall be present at the Polls for the counting and tabulation of the ballots. For any questions that may arise, the decision or act of a majority of the Election Committee members shall be effective in all respects as the decision or act of all.

I. The Election Committee shall report the results of the election in writing to the presiding officer at the Annual Meeting. The names of those elected for the ensuing terms of office shall be listed in alphabetical order.

J. In the event that two or more candidates have received an equal number of votes and all cannot be elected, the winner(s) shall be determined by lot.

K. Within 15 days of the election, the Board shall publicize the results of the election in a communication directed to all members.

L. After tabulation, election ballots shall be stored by the Association in a secure place for no less than one year after the date of the election.

## Appendix F

### GATE ACCESS POLICY

Access to Del Mesa Carmel is restricted to residents, their guests, staff and approved vendors. Unauthorized vehicles (as defined in Section VI) will not receive front security gate access. All unauthorized visitors will be removed from the property by the Sheriff's department. There are three types of gate access passes, a daily parking permit and Guest Unit Parking Pass.

**Car Decal** - Owners and member residents will be issued a parking decal for each vehicle licensed to them. The decal MUST be displayed on the respective registered vehicle. Upon moving from Del Mesa, the decal is to be returned to the Administration office. Replacement of a vehicle and/or windshield requires the decal be must be returned to the Administration Office for a replacement decal. This decal is valid for the length of membership or lease and is non-transferable. Abuse of this pass be considered a violation of the Association's governing documents.

**Club Mesa Guest Card** -Guest Cards are issued to former Del Mesa owners, former residents, residents of Carmel Valley Manor and Hacienda Carmel and guests at the request of the member or resident. This card is to be used for access to the property during Club Mesa hours of operation only. A daily parking permit will be issued at the gate and must be displayed on the dash of the vehicle while on property. Guest Card holders who violate this provision or any provision of the Association's governing document will have their pass revoked.

**Annual Visitor's Pass** - Annual passes are granted by the resident or owner and are valid for the calendar year in which they are issued. This type of pass is appropriate for guests who make frequent visits to Del Mesa and have permission from the owner or resident to have access to the property in their absence. A daily parking permit will be issued at the gate and must be displayed on the dash of the vehicle while on property. Guest passes may be revoked for violation of the Association's governing documents.

**Daily Parking Permit** - This permit may be authorized by the Association, resident or owner and is valid for one day only unless otherwise stated. The permit is issued at the gate to all visitors who have been listed on the daily access log, present an Annual Visitor's Pass or Club Mesa Guest card. Parking Permits will be dated upon entrance and will show the destination of the visitor. They must be clearly visible on the vehicle dash while parked on property. This access pass is appropriate for the following type of guests:

- Friends and family
- Hired vendors such as housekeepers, instructor, speakers or presenters
- Contractors and delivery personnel
- Resident's guests staying in the Guest Units (The initial Daily Parking Permit will be replaced with the Guest Unit Parking Pass at Check-in)

The peaceful and safe enjoyment of Del Mesa by its residents, owners and guests is the highest priority of the Del Mesa Board of Directors. As such, abuse or violation of this policy will not be tolerated, and all appropriate and lawful actions will be utilized to protect and safeguard the community.

NOTICE: Anyone who gains access to Del Mesa unlawfully or by violating the above provisions will be escorted off property by the Sheriff's department and their pass or guest card immediately revoked.