

*Del Mesa Carmel
Community Association, Inc.*

**Declaration
Of
Protective Restrictions**

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

Table of Contents

PREAMBLE	1
ARTICLE I Property Subject to Restriction	1
ARTICLE II Definitions	2
ARTICLE III Restrictions on the Use, Occupancy, Lease and Transfer of Property	3
Section 1. Uses of Property	3
Section 2. General Building, Architectural and Planning Requirements	5
Section 3. Restrictions on Occupancy, Leasing and Transfer of Units	6
Section 4. Restrictions on Judicial Partition	9
Section 5. Inseparability of Unit and Interest in Common Area	9
Section 6. Exclusive Use of Certain Common Areas	9
ARTICLE IV Powers and Purposes of the Association	9
Section 1. Powers of Association	10
Section 2. Membership in the Association	13
Section 3. Charges, Assessments and Liens	13
ARTICLE V Enforcement	16
Section 1. Enforcement	16
Section 2. Nuisances and Violation of Provisions	16
Section 3. Costs of Enforcement	16
ARTICLE VI Remedies of Association and Owners	17
ARTICLE VII Duration and Modification	17
Section 1. Duration of Restrictions	17
Section 2. Modification of Restrictions	17
ARTICLE VIII Termination	18
Section 1. Total Destruction of Buildings	18
Section 2. Partial Destruction of Buildings	19
Section 3. Eminent Domain	19
ARTICLE IX Voting Interest	19
ARTICLE X Miscellaneous	20
Section 1. Acceptance of Provisions by Grantees	20
Section 2. Conclusiveness of Records	20
Section 3. Interpretation of Restrictions	20
Section 4. Construction and Validity of Restrictions	20
Section 5. Waiver and Exemptions	21
Section 6. Titles	21
Section 7. Singular and Plural, Masculine and Feminine	21
Section 8. Successors in Interest	21
Section 9. Notices	21
Section 10. Encroachments	22
Section 11. Consent of County	22
Section 12. Nondiscrimination	22

Del Mesa Carmel Community Association, Inc.

DECLARATION OF PROTECTIVE RESTRICTIONS

PREAMBLE

WHEREAS, there was filed for record in the County of Monterey, State of California, a certain document entitled "Del Mesa Carmel Declaration of Protective Restrictions" dated November 8, 1967, executed by Carmel-Hawaii Investors, Inc., a corporation, therein referred to as "Declarant," and recorded November 8, 1967 in Reel 530, Page 56 of the Official Records of Monterey County, affecting all of the real property described in Exhibit "A" attached thereto and made a part of said document, and

WHEREAS, the Declaration was duly amended by the members of the Association by written documents duly recorded on November 29, 1972, December 1, 1974, October 21, 1981, July 23, 1982, April 29, 1985, May 30, 1985, April 11, 1989, April 14, 1995, February 5, 2002, September 30, 2004, and March 8, 2011, and,

WHEREAS, Article VII, Section 2(a) of the Declaration provides that the said Declaration of Protective Restrictions may be modified, changed or amended by the owners of record of two-thirds of the units covered by said restrictions, and,

WHEREAS, the undersigned constitute the owners of record of two-thirds or more of the units covered by said Del Mesa Carmel Declaration of Protective Restrictions as well as the Del Mesa Carmel Community Association, Inc. as the same are described in Article VII, Section 2(b) of said Declaration.

NOW THEREFORE, the undersigned do hereby amend and restate said Declaration of Protective Restrictions, which shall hereafter read as follows:

ARTICLE I

Property Subject to Restriction

The real property subject to this Declaration; and which hereinbefore and hereinafter is referred to as "said property" or "subject property," is situated in Carmel Valley, County of Monterey, State of California, and is more particularly described as set forth in Exhibit "A" hereof which is made a part of this Article 1 as if set forth herein verbatim.

ARTICLE II

Definitions

Certain terms as used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefore:

1. **Declaration:** This Declaration as the same may be amended changed or modified from time to time, as provided herein.
2. **Declarant:** The Association as hereinafter defined.
3. **Association:** Del Mesa Carmel Community Association, Inc., a California mutual benefit non-profit corporation.
4. **Unit:** "Unit" means the elements of a condominium which are not owned in common with the owners of other condominiums in this project. The boundaries of the individual units in the project are as described in the condominium plan. Each unit includes the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof and the air space so encompassed, plus the fireplaces, including the flues and chimneys thereof. Not included in a unit is the air space lying between the upper vertical boundary of the unit and the interior finished surface of the ceiling, and the bearing walls, columns, sub-flooring, roofs, foundations, central heating, pipes, ducts, flues, conduits, wires, and other utility installations, wherever located, except the outlets thereof when located within the unit.
5. **Common Area:** All areas referred to in Article I hereof which shall not be considered a part, and included within the definition of, any unit, as defined above, including specifically: ground beneath all units; that air space lying between the upper vertical boundary of a unit and the interior finished surface of the ceiling; streets, roadways, drives, walks, alleys, sewers, electrical, water, gas and telephone services, walls, ceilings and fixtures, (excluding the parts thereof expressly made a part of units as defined above); parks, pathways, planted and landscaped areas, sprinkling systems, open spaces, gates, and such community facilities which are presently or shall in the future be constructed and set aside for the benefit and enjoyment of all unit owners, including but not limited to recreation areas, lawn bowling green, guest houses, barbecue areas, putting greens, places of amusement, and other facilities of like nature.
6. **Owner:** The record owner(s) of any unit or units as shown on the records of the County Recorder of the County of Monterey, California, including the Association insofar as the Association holds record title to any portion of the subject property. The owner(s) shall also own an undivided 1/289 interest in the common area defined.
7. **Recorded, Recording, and of Record:** Recorded, recording, or of record in the Office of the County Recorder of Monterey County, California.
8. **Articles of Incorporation and Bylaws:** Articles of Incorporation or Bylaws, as the case may be, of the Association as the same may be amended from time to time.

9. **Approvals and Consents:** Approval, consent, authorization, or permission shall mean an approval, consent, authorization, or permission in writing.

10. **Person:** A "person" shall include a natural person, a partnership, an association, and a corporation unless the context indicates a contrary meaning.

11. **Occupant:** Any natural person residing permanently in any unit, other than the Association. Occupants shall include only those individuals who are at least 55 years of age or who are qualified permanent residents as defined by California Civil Code §51.3, as amended. The word "permanent" or "permanently" as used herein shall be defined by ground rule from time to time adopted by the Board of Directors of the Association. The terms "occupancy" or "occupant" and "residents" or "resident" are used interchangeably.

12. **Exclusive Use Common Area:** Exclusive use common area shall be those portions of the common area designated by the Association or by the governing documents of the Association for the exclusive use of a unit, and shall be subject to the rules relating to exclusive use common area duly adopted by the Association in accordance with applicable law relating to exclusive use common area.

13. **Applicable Law:** The Davis-Stirling Common Interest Development Act as amended defines how common interest developments must govern themselves. In this document, the Davis-Stirling Act and other pertinent California Civil Codes are referred to as "**applicable law.**"

ARTICLE III

Restrictions on the Use, Occupancy, Lease and Transfer of Property

Section 1. Uses of Property:

(a) **Residential Use:** No building or other structure shall be constructed, erected, altered, or maintained upon any portion of subject property which shall be used, designed, or intended to be used for any purpose other than residential use or in connection therewith as part of the common area and community facilities to serve such residential use; the Association, in accordance with the procedures established in its Bylaws, shall establish and determine those facilities which shall serve residential uses, including guest houses.

(b) **Building Setback Lines and Height Limits:** No building, structure, grade, or excavation shall be constructed, used, maintained, or made closer to an exterior line (front, rear, or side) of any unit embraced within any portion of said property covered by this Declaration that is not permitted by the Board of Directors, and no building or structure shall be constructed, altered, used, or maintained upon any unit, of a height in excess of that authorized by the Board, nor shall any grade or excavation be made upon said property or any part thereof which does not conform to the depth, slope, and area permitted by the Board.

(c) **Increase of a Unit's Square Footage:** Following submittal of a remodeling application, approval may be granted to increase the interior square footage of a unit provided the modification resulting in this increased floor space is done in conformance with applicable provisions of the Ground Rules. In no circumstance shall any portion of a unit be modified to extend into the common area beyond the eave line of that unit.

(d) **Mining and Drilling:** No derrick, pump or any other equipment or structure for boring, drilling, mining, or extracting any oil, gas or mineral of any kind or nature whatsoever shall be erected, placed or permitted upon any part of subject property, nor shall any oil, gas petroleum or other hydrocarbon substance be extracted from the surface of subject property; provided, however, that nothing herein contained shall prevent the extraction or capturing of any oil, gas or other hydrocarbon substance or mineral or mineral substance by slant well drilling or other similar operations so long as nothing shall be permitted to disturb the surface of said property or any improvements thereon or occupants thereof; provided, further, however, that nothing herein is intended to prohibit the drilling for and capture of water by the Association for use by the subject property and for the occupants thereof.

(e) **Animals and Poultry:** The raising and/or keeping of cattle, horses, sheep, rabbits, pigs, hogs, cats, dogs and/or other animals, poultry, birds and/or reptiles, either in the singular or the plural number for pleasure or for commercial gain, upon any part of said property is prohibited; except that a resident may keep at least one dog, cat, domesticated bird or aquatic animal kept within an aquarium in a unit for pleasure and not for commercial purposes subject to ground rules adopted by the Board of Directors of the Association; and provided that they are not allowed to roam at large or do not otherwise become a nuisance to other owners and/or occupants of property subject to the control of the Association and if and when declared to be a nuisance by the Board of Directors of the Association, such dog, cat or other household pet or pets, shall be forthwith removed from the subject property.

(f) **Rubbish and Debris:** No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of said property and no odor shall be permitted to arise therefrom which is or may be detrimental to any of the property in the vicinity thereof or the occupants thereof, and no nuisance shall be permitted to exist or to operate upon any portion of said property which is offensive or detrimental to any property in the vicinity thereof or to its occupants.

(g) **Clothes Drying:** Unless otherwise approved by the Association, no clothes, sheets, blankets or other articles shall be hung out to dry or for any other purpose on any part of said property or within the private open area of any unit.

(h) **Condition and Repair:** No building or structure upon any property covered by this Declaration shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted. The Association is required to make repairs in the common area and in individual units to the extent required by its maintenance contract with unit owners. Other repairs within units are to be made by the unit owner.

(i) **Maintaining Drainage:** No obstruction, diversion, bridging or confining of existing channels upon, under and/or across any portion of said property through which water in time of storms or otherwise naturally flows or through which water has been caused to flow artificially by

Declarant in the maintenance of the said property shall be made by any person in such a manner as to cause damage to any property. The Board of Directors may determine that a new channel or a diverted, bridged, or reconstructed existing channel is adequate to carry the amount of storm and other water liable to flow therein and may approve the same.

(j) **Interior of Units:** The owner or occupant of each unit shall keep the interior of the same in good order and repair, consistent with the Contract for Operation, Maintenance, and Personal Service, and shall not do or permit or suffer anything to be done in such unit which will or may have a tendency to increase the rate of fire insurance on the building containing such unit, nor shall any owner or occupant do any act which shall impair the structural integrity of the building or buildings of which his unit is a part; owners and occupants shall not interfere with the rights of owners or occupants of other units or annoy them by unreasonable noises, lighting or otherwise; no owner or occupant shall construct anything upon or alter any part of the common area without prior consent of the Association; and owners and occupants shall comply with all laws, ordinances, rules and regulations promulgated by any competent governmental authority and all ground rules now or hereafter promulgated by the Association pursuant to the Bylaws thereof and Article IV, Section I, of this Declaration with respect to occupancy and use of such units, the common area and the community facilities.

(k) **Business Activity:** No trade, craft, commercial or manufacturing enterprise or business activity shall be conducted or carried out upon any lot or plot or within any building located in this subdivision if, in the opinion of the Association, such trade, craft commercial or manufacturing enterprise creates unacceptable levels of noise, traffic, congestion or other such nuisances. Except for the activities of Del Mesa Carmel Community Association, Inc. no person shall keep or store any goods, equipment, vehicles or materials used in connection with any trade, service or business outside of any building nor in any manner objectionable to other residents of this tract.

Section 2. General Building, Architectural and Planning Requirements.

(a) Approval of Plans, Planting and Alterations:

(1) **Building Plans, etc.** No building, fence, wall, tent or any other structures shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said property, and no grading, cut, fill or excavation shall be done, changed or altered (except such as may be erected, constructed, done, changed, altered, maintained or moved by the Association) unless the plans and specifications thereof showing the construction, nature, kind, shape, height, material and exterior color scheme thereof, and a plot plan indicating the location of such structure on the building site to be built upon, and grading plans (if requested) of the building site, shall have been submitted to the Building and Grounds Committee and approved by the Board of Directors.

(2) **Billboards and Signs.** No billboard, poster, or sign (other than professional signs of customary and reasonable dimensions advertising a unit for sale) of any character shall be erected, maintained or displayed upon or about any part of the common area, except such as may be specifically authorized by the Board of Directors of the Association, and any billboard or sign not so permitted shall be summarily removed.

(b) **Approval of Completed Works of Improvement:** Upon compliance with paragraphs (1) and (2) of subsection (a) of this Section 2, all construction, work or improvement, alterations, and other work of whatsoever kind covered by the plans and specifications, plot plans, grading plans (if requested), and other plans and matters requiring Association approval, shall be done and performed in accordance with the approval given; and upon the proper completion thereof in accordance with this subsection (b), the Board of Directors shall, upon written request, issue its certificate of completion and compliance or its written specific objection, and a copy of the said document shall be deposited for permanent record with the Association. If such certificate of completion and compliance or written specific objection is not issued within thirty (30) days after a request in writing for the same has been made to the Board, proper completion of the construction, work, or alteration involved shall be conclusively presumed; provided, however, that such approval shall extend only to the exact plans submitted and shall not be a waiver of the right to object to any further plans submitted.

(c) **Right of inspection:** Upon reasonable notice and during reasonable hours, a member of the Building and Grounds Committee, the General Manager, or some other designated representative of the Association shall have, upon authorization by the Board of Directors, the right to enter upon and inspect any portion of said property and the buildings and improvements thereon for the sole purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with and shall not become liable therefore nor be deemed guilty of trespass nor any other tort by reason thereof.

(d) **Waiver and Liability:** Neither the Building and Grounds Committee nor any member thereof, nor the Association, nor its Board of Directors, or officers shall be in any way responsible or liable for any loss or damage arising from any error or defect which may or may not be shown on any plan and specifications or in any plot or grading plan or planting or other plan or in any building or structure or part or portion thereof, nor work done in accordance with any such plans and specification or plan, nor for any error or defect, nor for any act or omission in the premises, nor in creating or maintaining drainage channels, diversions or facilities nor in any instance whatsoever in developing or maintaining the subject property, nor in connection with any such other matter whether or not the same has been approved by said Building and Grounds Committee and/or any member thereof and/or the Association and/or its Board of Directors.

Section 3. Restrictions on Occupancy, Leasing and Transfer of Units.

(a) **Scope of Restrictions:** Occupancy, leasing and transfer of any unit located on subject property shall be subject to the provisions of this section and no occupancy, leasing or transfer of any unit by any owner or owners thereof contrary to this section shall be permitted; the Association is hereby empowered to enforce this section by seeking, on behalf of all owners, such legal and equitable relief as may be necessary and appropriate to enforce the provisions of this section against any owner or owners or the executors, administrators, personal representatives, successors in interest, trustees, receivers or transferees or such owner or owners who refuse to comply therewith.

(b) Limitation on Occupancy:

(1) No owner shall permit any natural person, whether or not such person meets the requirements of Article II, Section 11, to reside permanently in the unit unless the prospective permanent resident shall have obtained the written consent of the Association to occupy said unit as provided in subsection (b) (2) of this Section 3; a natural person who has obtained such consent shall be referred to herein as an authorized occupant.

(2) No person shall occupy any unit or reside permanently therein who has not first obtained the written consent of the Association to be an authorized occupant.

The Association shall make its determination relating to an application based on the written application and personal review of the application with the General Manager, together with all other information the Association deems necessary and relevant for its full consideration of the application. If the applicant is not accepted and approved by the Association the applicant will be provided with a written statement containing the reasons for the Association's decision. Such permit shall be issued forthwith upon such affirmative determination; the Association shall act upon all applications for consent to occupancy within forty (40) days after such applications have been filed with the Association, and any applications for occupancy not acted upon within said time shall be deemed to have been approved by the Association.

(3) Upon written application, the Association may permit natural persons who do not qualify as occupants under this section to reside in a unit with an owner or authorized occupant where necessary for the health or well being of the owner or authorized occupant.

(4) The Association shall not discriminate against applicants on the basis of race, color, sex, familial status, age, religion, ancestry, sexual orientation, marital status, source of income, disability, national origin or upon any other basis recognized by law (except as permitted by California Civil Code §51.3).

(c) Limitations on Leasing and Transfer: All transfers of units, whether by sale or lease, shall be made in accordance with the following standards, conditions and rules, which shall be complied with prior to transfer.

(1) All fees, charges, assessments, fines, interest, late charges and legal fees and special assessments levied against the unit of the proposed transferor or lessor by the Association shall have been fully paid to the Association to the extent that the same have not been waived by the Association; and

(2) There shall have been submitted to the Association a statement setting forth the name and address of the proposed lessee or transferee and an application for occupancy by the Association in such form as the Association may prescribe in its Bylaws; and

(3) There shall be submitted to the Association a true copy of the proposed lease or contract or instrument of transfer together with a statement fully setting forth the terms and conditions, rental, term and/or purchase price of the proposed transfer; and

(4) Written consent to the occupancy of a unit by the prospective lessee or transferee shall have been duly given by the Association as provided for in Paragraph (2) of Subsection (b) of this section.

(d) **Right of Refusal to Association:** In the event that any prospective transferor or lessor is unwilling or unable to comply with the requirements of Paragraphs (1), (2), (3), of Subsection (c) above, or in the event that the Association shall determine that any prospective transferee or lessee is unable or unwilling to comply with the standards set forth in Paragraph (2) of Subsection (b) above, then and only then the Association shall have the right to purchase or lease said unit upon the same terms as said unit was offered or leased, or upon which ownership was transferred or contracted to be transferred.

(e) **Exercise of Right:** The right of first refusal set forth in Section 3 (d) above shall be exercised within thirty (30) days after written notice to the Association of any proposed lease or transfer; if no written notice shall be given, the right shall be exercised within thirty (30) days of actual notice of any proposed lease or transfer; such right shall be exercised by the Association only if a 2/3 majority of the members of the Association shall, by resolution, approve such action at a special meeting held in accordance with the Bylaws; all members shall be given notice thereof if such a resolution is adopted; the Association is empowered to enforce its right of first refusal by an appropriate judicial proceeding to enjoin, set aside, or declare void any transfer or lease attempted in violation of this section; in order to ensure that said provision shall not be deemed to create in the Association an interest in real property void under California Civil Code Section 715.2, it is expressly provided that no right to repurchase under this section shall be exercised by the Association more than twenty-one (21) years after the execution of this document.

(f) **Exceptions:** The provisions of this Section 3 shall not apply to the Association or to any unit owned by the Association, nor shall any provision of Section 3 apply to or be binding upon any transfer to any mortgagee under a bona fide mortgage or any trustee or beneficiary of any bona fide trust deed which has been or may hereafter be given in good faith or for value on any unit within the subject property nor shall same apply to any subsequent sale or lease by said mortgagee, trustee, or beneficiary; provided, however, that any purchaser at a foreclosure sale who shall purchase any unit upon the subject property, or any person who shall lease any unit on subject property from a mortgagee or trustee above mentioned, shall purchase said unit subject to the restrictions, covenants, conditions and limitations of this Declaration, and said purchaser or lessee will be required to comply with the provisions of Section 3(b) regarding occupancy of the units subject to this Declaration; the Association shall be empowered to purchase any unit within subject property at a foreclosure sale provided that said purchase shall be approved by the Association in the manner designated in this Section 3 (d) and (e).

(g) The Association may enjoin any occupancy, leasing or transfer which is not in compliance with this Section 3, in the manner set forth in Article V, Section 2, and Article VI of this Declaration.

Section 4. Restrictions on Judicial Partition.

No owner, as tenant in common of the common area, shall seek a judicial partition of said tenancy in the common area during the life of the buildings located on subject property. In the event that any owner of any unit may be permitted a judicial partition notwithstanding the provisions of this section, the Association shall have an easement through the common area for ingress and egress, maintenance of utility lines, and for the exercise of any powers granted to the Association in connection with the management and control of the common area for the benefit of the remaining owners of units.

Section 5. Inseparability of Unit and Interest in Common Area.

Occupants who are not owners of a unit or units may use the common area, or any of the facilities thereon, only pursuant to regulations of the Association. It is intended that the ownership of a unit and the ownership of the fractional interest in the common area be inseparable, and that no person shall own any portion of the common area who is not the owner of a unit. An owner of a unit, in conveying, leasing or otherwise transferring such unit, shall also convey or lease his entire undivided interest in the common area. An owner who conveys, leases, or otherwise transfers a unit separate from his entire interest in common area, or conveys, leases or otherwise transfers part or all of his interest in the common area separate from the unit violates this Declaration of Protective Restrictions.

Section 6. Exclusive Use of Certain Common Areas.

Certain portions of the common area are hereby reserved and allocated for the exclusive use of the respective units as follows:

- (a) The patio, porch, sun deck or balcony that may be immediately adjacent to the unit.
- (b) The air space lying between the upper vertical boundary of the unit and the interior finished surface of the ceiling.
- (c) Any other portions of the Common Area that may be designated as exclusive use common area by the Board require an affirmative majority vote by the owners unless exempted by applicable law.

ARTICLE IV

Powers and Purposes of the Association

Del Mesa Carmel Community Association, a non-profit mutual benefit corporation, shall have the rights, powers and duties as set forth in its Articles of Incorporation together with its general powers as a non-profit mutual benefit corporation, subject to the provisions of this Declaration and any limitations imposed hereby, to do and perform each and every one of the following for the benefit, maintenance and improvement of the property covered by this Declaration, and for the benefit of the owners thereof, in accordance with applicable law, to wit:

Section 1. Powers of Association.

The Association shall have the following powers:

(a) **Management and Control of the Common Area:** To construct, improve, maintain and repair each and every portion of the common area and each and every improvement on the subject property which is within the common area, as defined in Article II, Section 5 above; to incur expenses therefore; to enter into any and all contracts for the management, maintenance, and control of the common area not inconsistent with this Declaration, and to determine what improvements and facilities shall be constructed in the common area subject to the restrictions of this Declaration. Said powers shall include specifically, but shall not be limited to, the following: maintenance and lighting of streets and roadways and holding easements therefore, construction of buildings, improvements, parks and recreational facilities, the purchasing and maintenance of sewer systems, storm water sewers and drains, provision for the collection and disposition of street sweepings, ashes, garbage, rubbish and the like, and to make and collect charges therefore, the granting of franchises, rights of way and easements for public utilities and other purposes, over and under said property, insofar as the Association is legally empowered to do so; issuance of permits to make cuts or excavations in streets, roads, and in the common area when necessary, and erection and maintenance of adequate signs.

(b) **Removal of Rubbish:** To remove, clean up and/or burn grass and weeds and to remove any unsightly or obnoxious things from subject property and from any unit and to take such action with reference to such units as may be necessary or desirable to keep them and the subject property neat and in good order; and to make and collect additional charges therefore as provided in Subsection (b) of Section 3 of this Article IV.

(c) **Operation of Community Facilities:** To operate a restaurant, clubhouse, pool house, guest house, and any other community facilities.

(d) **Payment of Taxes:** To the extent not paid by several owners thereof, to pay all appropriate sales taxes and real property taxes and assessments levied upon any part or portion of the subject property by a duly authorized governmental agency.

(e) **Insurance:** To purchase, carry, and at all times maintain in force insurance covering all of the subject property and improvements and appurtenances thereto, including individual units, in such amounts and with such endorsements and coverage as shall be considered sound insurance coverage for like structures, locations, and developments, in Carmel, California, including but not limited to (1) insurance for Risks Of Direct Physical Loss unless excluded or limited (Special Form); (2) Commercial General Liability insurance; (3) such other forms of insurance as shall be deemed from time to time necessary or desirable by the Board of Directors of the Association; provided, however, that owners of units shall be expected to maintain insurance on any personal property stored or maintained by them in individual units or storage areas. The Association shall be empowered to assess payments for the premiums for said insurance to owners of individual units on a pro rata basis.

(f) Payment for Public Utilities and Community Services: To pay for all water use and services in, under, or upon the subject property, and such electrical, gas, or other services provided to the owners of all units, and to assess the owners of the unit for the payment of said services. The Association, upon the affirmative vote of a majority of the voting membership, may install sub-meters on each individual unit for water, gas or electrical service. If sub-metering is installed, each unit owner shall pay for the cost of the utility(ies) consumed by his/her unit. Utility costs for the common area shall be included in the general charge and apportioned among all the units according to the class thereof.

(g) Repairs and Maintenance of Community Facilities and Individual Units: To keep in good order and repair all facilities in all buildings and structures in the common area and all conduits carrying water, gas, electrical wires and sewage in or under the subject property. The Association is empowered in general to do all things relative to the maintenance and repair including areas within a "unit" as defined in Article II, Section 4. If the Association finds good cause to believe that an individual unit has fallen into disrepair, the Association or its agents, upon reasonable notice and at a reasonable time may enter individual units for the purpose of such maintenance and to make such repairs as may be reasonably necessary for the preservation of the subject property and the buildings and improvements thereon. The Association may charge unit owners for such repairs to individual units as set forth in Section 3 of this Article IV.

In order to effectuate the above-delegated powers, the Association may perform any acts which may be performed by a non-profit mutual benefit corporation in California, including but not limited to the following:

(h) Transfers: To exercise control over the occupancy, leasing and transfer of ownership of units and to purchase, own and lease (either as a lessee or lessor) units in accordance with the provisions of this Declaration and in accordance with applicable law.

(i) Contracts: To enter into, make, perform and carry out contracts of every kind and character for any lawful purpose, consistent with its status as a incorporated nonprofit association, with any person or persons, partnership, firm, association, corporation, private, public or municipal, and body politic, any state, territory or municipality of the United States, or with the government of the United States or any department, branch, board, commission or contracting authority thereof, or with any foreign government, including the right to make agreements with municipal, county, township, state, national or other public officials or with any political subdivision or any corporation, or individual, for and on behalf of the owners of said property covered by this Declaration and other property owned or subject to the jurisdiction of the Association for a division of the work or the doing of the work on the streets, roadways, walks, drives, driveways, parks or other portions of said property or for any other work to be done or utilities to be furnished as will enable the Association to cooperate with said officials, corporation or individuals to secure the benefits for the said property referred to or portions thereof that can be derived from the pro rata share of any municipal, county, state, national or other funds that may be available for use thereon, or in connection therewith or which might otherwise benefit the subject property.

(j) Enforcement: To exercise such powers of enforcement, control, interpretation, modification and cancellation of this Declaration which now are or hereafter may be vested in, delegated to or assigned to the Association, and to pay all expenses incidental thereto; to commence

and maintain in its own name, on behalf of itself and/or any owner of any unit (with the owner's consent) or in the name of or on behalf of and as the agent of any owner of any such unit, actions and suits to restrain and enjoin the breach or threatened breach of this Declaration or any portion thereof and/or to enforce this Declaration, and to pay the expenses therefore.

(k) Committees and Employees: To establish, maintain and operate such departments, boards and committees as may be provided for in the Bylaws of the Association, with such powers and authority as said Bylaws may provide, and to make funds of the Association available for the use of such departments, boards and committees; to employ a manager, secretaries, engineers, auditors, legal counsel, technical consultants, or any other employees or assistants provided for by the Bylaws of the Association or authorized by its Board of Directors; to pay all expenses necessary or incidental to the conduct and carrying on of the business of the Association; to keep records of all matters pertaining to the operations and affairs of the Association; to publish reports and bulletins of the operations and affairs of the Association from time to time; and to issue certified copies of its records and documents and to make and collect the cost thereof.

(l) Ground Rules: To make, establish, publish, promulgate, amend, repeal and to enforce Ground Rules governing the use of the common area on the subject property and governing the conduct of the owners of the respective units with relation thereto, which Ground Rules, and each of them, as the same are established from time to time, shall be binding upon each and every of such owners and all of the occupants of each such unit; provided, however, no Ground Rule shall ever be established which shall not apply equally to all such owners; and provided further that no such Ground Rule, amendment or repeal thereof shall be effective until and unless the same, or a copy of same, shall be furnished to each owner by individual delivery. The Association, pursuant to policies duly adopted by the Board of Directors and in accordance with applicable law, shall be empowered to establish a system of fines for the violation of the governing documents of the Association.

(m) General Powers: Generally to do any and all things that an incorporated nonprofit Association may lawfully do in operating for the benefit of its members and without profit to said Association, except as expressly limited in this Declaration; and to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and/or general welfare of the owners or any property subject to the jurisdiction of the Association.

(n) Abatement of Nuisances: The Association shall have the right to declare the violation of any condition, restriction or covenant set forth in this Declaration, or the violation of any Ground Rule promulgated by the Association under Section (1) of this Article IV, Section 1, or the persistence by any owner in a use prohibited by this Declaration as a nuisance; and the Association may thereafter proceed to remove the nuisance summarily at the owner's expense; any such expense incurred by the Association shall constitute a special assessment which the Association may proceed to collect in the manner set forth in Article IV, Section 3; provided, however that all owners shall have a right to notice and hearing prior to any action being taken by the Association to declare a nuisance.

(o) **Providing Basic Cable TV Service to All Units:** The Association is authorized on behalf of the owners of all units to contract for the providing of basic cable TV service to all units at a wholesale rate and to prorate the charge equally among all units regardless of class.

Section 2. Membership in the Association.

Membership in the Association and the voting rights of members shall be as provided in the Articles of Incorporation and Bylaws of the Association.

Section 3. Charges, Assessments and Liens.

Each unit within the subject property, and the improvements thereon, except such as are owned by the Association, shall be subject to general and special charges and assessments and liens to secure the payment of same. The Association shall have the sole authority to fix and establish the amounts of the general and specific charges and assessments provided for in this Declaration and the amounts of such interest, costs (including reasonable attorneys' fees) and late charges for the late payments or non-payment thereof.

(a) **Determination of General Charges, Assessments and Liens:** The general charge and assessment shall be fixed and established annually or more often by the Board of Directors of the Association and shall be collected monthly by the Association as hereinafter provided.

(1) The Board of Directors of the Association shall annually as hereinafter provided estimate in its best judgment the cash requirements reasonably necessary or proper (a) for the operation of the Association and the operation, maintenance, care and improvement of the subject property in accordance with the powers and purposes set forth in this Article IV and elsewhere in this Declaration, and in the Articles of Incorporation and Bylaws of the Association for the year or portion of the year for which such estimate is made, which estimate of cash requirements may include, among other things, taxes, assessments, sewer, electrical, water, and gas charges, insurance premiums, operating expenses, legal and accounting fees, management fees, maintenance costs, alterations, replacements and repairs relative to the common area and any other part of the subject property, salaries and employee benefits, costs of leasing or purchasing units pursuant to Article III, Section 3 of this Declaration, interest on mortgage, trust deed or other indebtedness and principal on the same, the payment of any other liens or charges and expenses for any other corporate purposes; (b) the creation of such reserves for future maintenance and such reserves for contingencies as may seem proper; and (c) the payment of or establishment of a reserve for any obligations, liabilities incurred (even though incurred during a prior period) or to be incurred.

(2) The Board of Directors of the Association may, from time to time, by resolution adopted at any regular or special meeting establish and estimate and fix general charges and assessments or modify any estimate or estimates previously made and increase or diminish the amount previously estimated as cash requirements of the Association for any year or portion thereof and increase or diminish the amount of the general charge and assessment, provided that no such determination by the Board of Directors shall have any retroactive effect on the amount of charge or assessment payable by any owner for any period elapsed prior to the date of such determination; provided, however, any increase in an assessment must be done in accordance with the applicable law.

(3) The Board of Directors of the Association shall at least once before the end of each year make an estimate of cash requirements as hereinbefore provided for the ensuing calendar year. Such estimate of cash requirements, and the whole thereof, shall be apportioned among all the units which are subject to general charge and assessment according to the class thereof, and the sum allocable to each unit shall be the general charge and shall be the assessment against such unit for the ensuing calendar year; such general charge and assessment shall be due and payable monthly in the amount of one twelfth (1/12) of the total amount of such general charge and assessment charged and assessed against each such unit on or before the first day of each calendar month.

(4) The Association may assess different classes of units at a different rate, provided, however, that assessments within the same class of units must be uniform.

(b) **Determination of Special Charges, Assessments and Liens:** The special charges and assessments and the lien securing the same provided for in this Subsection (b) shall be fixed, levied and enforced in the same manner as the general charges and assessments provided for in Subsection (a) (2) of this Section 3; provided, however, that any such special charge and assessment shall be payable in full on the first day of the second calendar month after the date that the same shall be affixed and established by the Board of Directors of the Association; provided, however, that any imposition of a special assessment must be done in accordance with applicable law.

(1) As provided in Paragraph (b) of Section 1 of this Article IV, the Association shall, after reasonable notice and at reasonable times, have authority to do cleanup work on a unit and to levy a special charge and assessment therefore; and as provided in Article IV, Section 1(1), the Association may levy fines for infractions of Ground Rules, provided that all owners shall have a right to a hearing prior to a fine being levied, as set forth in the Bylaws. The Board of Directors may annually or more often fix and establish the amount of such special charge and assessment against any such unit including the amount of the cost of such cleanup work on such unit or the fine; provided, however, that such special charge and assessment shall only be made when the cost of the work done on any such unit is greater than the ordinary proportionate amount of the funds which are available for such purpose out of the general charge and assessment; and provided further, that the charges and assessments collected from the owner of any such unit shall be or shall have been expended solely for the clearing up and keeping in good order of such unit.

(c) **Collection and Expenditure of Charges and Assessments:** The Association shall have sole authority to collect and enforce the collection of all charges and all assessments provided for in this Declaration, and may, in addition to such charges and assessments, charge and assess costs, late charges, legal fees and interest for the late payment or nonpayment thereof and to expend all moneys collected from such charges, assessments, costs, late charges, legal fees and/or interest for the payment of expenses and costs in carrying out the rights and powers of the association as provided for in this Declaration, the Articles of Incorporation or Bylaws of the Association.

(d) **Delinquency of Charges and Assessments:** Thirty (30) days after any general or special charge and assessment shall be due and payable, and unpaid or not otherwise satisfied, the same shall be and become delinquent, and shall so continue until the amount of said charge and assessment, together with all costs, late charges, legal fees, and interest as herein provided, have been fully paid or otherwise satisfied.

(e) **Notice of Delinquency:** At any time after any general or special charge and assessment against any unit has become delinquent, the Association may send and then record a Notice of Delinquency as to such unit, which Notice shall state therein the amount of such delinquency and the interest, costs, late charges and legal fees which have accrued thereon, a description of the unit against which the same has been assessed, and the name of the record or reputed record owner thereof, and such notice shall be signed by an officer of the Association; provided that upon the payment of said charges and assessments, interest, late charges, legal fees and costs in connection with such notice which has been so recorded, or other satisfaction thereof, the Association shall return the unit to a status of good standing in the Association and record a further notice stating the satisfaction and the release of the lien thereof.

(f) **Attachment of Lien:** Immediately upon the recording of any Notice of Delinquency pursuant hereto, the amounts of the delinquency set forth therein and interest, costs, late charges and legal fees accrued and accruing thereon shall be and become a lien upon the unit or units described therein. When the Association records a lien, the lien shall continue until the amount of such delinquency and the interest, costs, late charges and legal fees accrued thereon have been fully paid or otherwise satisfied or the lien foreclosed as provided for herein. Satisfaction and release of said liens shall be recorded.

(g) **Enforcement of Liens:** Each lien established pursuant to the provisions of this Declaration by the recording of a Notice of Delinquency as hereinabove provided, may be foreclosed on in the same manner as is provided for the foreclosure of a mortgage upon real property by the laws of California at the date of the commencement of such foreclosure action; interest shall accrue at the rate of twelve (12) per cent per annum upon all unpaid charges or assessments from the date of delinquency; in any action to foreclose any lien the Association shall be entitled to costs, including reasonable attorneys' fees, and such late charges for delinquent charges and assessments as shall have been established by the Board of Directors of the Association.

(h) **Units of Association:** The Association may at any time as to one or more of such units owned by it, record a statement indicating its intent to subject the same or any one or more of same to the charges and assessments provided for herein or to a portion of such charges and assessments, and the said unit or units as to which such intent is so expressed shall on and after the date of such recording be subject to such charges and assessments to the extent and for the period provided for in said recorded statement; provided, however, that if the Association has not recorded such intention and a unit or units owned by the Association is leased or transferred after yearly assessments have been determined, the lessee or transferee shall be required to pay a pro rata share of said assessment.

(i) **Mortgages and Trust Deeds:** Each and every lien, charge and assessment, together with any costs, late charges, legal fees or interest, established, reserved or imposed under this Declaration shall be subordinate to any valid bona fide mortgage or trust deed (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any unit covered by this Declaration; provided, however, that any subsequent owner who shall purchase at a foreclosure sale or a trust deed sale, or otherwise, any unit located on the subject property, shall be subject to all restrictions, conditions, covenants, reservations, charges and liens set out in this

Declaration, except that no purchaser at a foreclosure sale or trust deed sale shall be subject to any liens or charges on a unit arising before said sale.

(j) **Homestead Declarations:** Every lien, charge and assessment together with any costs, late charges, legal fees or interest established, reserved or imposed under the authority of this Declaration shall be prior and superior to the rights created by any declaration of homestead whether declared and recorded prior to or subsequent to the creation of such lien or assessment. Each owner or occupant of any unit located on the subject property shall be deemed to have subordinated any such declaration of homestead to this Declaration and to the charge of any such lien, charge or assessment.

ARTICLE V

Enforcement

Section 1. Enforcement.

The Association or any owner or owners shall have the right and power to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration which shall be incorporated by reference and made part of any conveyance, lease or contract of sale upon said property covered by this Declaration or any portion thereof; provided, however, that such right and/or power of the Association shall not be exclusive unless expressly so provided, and when not exclusive may be exercised severally or jointly with any owner or owners. All enforcement actions of the Association, including imposition of fines, shall be done in accordance with the Association's collection policy and in accordance with applicable law.

Section 2. Nuisances and Violation of Provisions.

Every act or omission whereby any restriction, condition or covenant in this Declaration, Bylaws or Ground Rules promulgated by the Association is violated in whole or in part is declared to be a nuisance and may be enjoined or abated by the Association. Upon finding that such a nuisance exists, the Association may proceed to remove the nuisance summarily, and any expense incurred by the Association shall constitute a special assessment which the Association may collect in the manner set forth in Article IV, Section 3; provided, however, that all owners (or occupants, if persons other than owners) shall have a right to notice and hearing prior to any action being taken by the Association to declare a nuisance. Each remedy provided for in this Declaration shall be cumulative. In the event it becomes necessary for the Association to bring legal action to enforce the conditions and covenants set forth in this Declaration, the party enjoined may be required to pay reasonable attorneys' fees and court costs.

Section 3. Costs of Enforcement.

In the event that any act or omission of a member is determined to be a nuisance under this Article, the member causing the nuisance shall be required to pay the cost of declaring such a nuisance, which is deemed to be \$150 for the first citation and doubling for each subsequent citation of the same nuisance, up to a maximum of \$1200, plus the legal costs, if any, incurred by the Association.

ARTICLE VI

Remedies of Association and Owners

Any owner of a unit and the Association shall be entitled to enforce all conditions, covenants and restrictions contained herein in the manner provided by law for enforcing equitable servitudes, and all conditions, covenants and reservations contained herein shall be construed as equitable servitudes against the real property subject hereto.

ARTICLE VII

Duration and Modification

Section 1. Duration of Restrictions.

All of the restrictions, conditions, covenants, reservations, liens and charges set forth in this Declaration shall continue and remain in full force and effect at all times against said property covered by this Declaration, and each part hereof, and the owners thereof, subject to the right to amend, change, modify and terminate provided for in Section 2 of this Article VII, until January 1, 2000; provided, however, that all of the said restrictions, conditions, covenants, reservations, liens and charges in this Declaration contained which are subject to expiration shall, as the same are in force immediately prior to such expiration, be continued automatically without further notice from that time for a period of ten years each without limitation, unless within six months prior to the expiration of any successive ten-year period thereafter, there shall be recorded a written agreement executed by the then record owners (including mortgagees under recorded mortgages and trustees and beneficiaries under recorded trust deeds) of more than two-thirds of the units embraced within the property covered by this Declaration, exclusive of property owned by the Association, by the terms of which agreement any or all of said restrictions, conditions, covenants, reservations, liens, and charges are changed, modified, or extinguished in whole or in part as to all or any part of the property subject thereto in the manner and to the extent therein provided. In the event that such written agreement of change or modification shall be duly executed and recorded as provided herein, the restrictions, conditions, covenants, reservations, liens, and charges as changed or modified thereby shall continue in force for successive periods of ten years unless modified thereby and until further changed, modified, or extinguished in the manner above provided.

Section 2. Modification of Restrictions.

(a) **Method of Modification:** This Declaration may be amended by the affirmative vote of a majority of the owners representing their units, and upon such approval, each amendment shall be signed by two officers of the Association and recorded with Monterey County. The Association shall be considered as an owner for purpose of this section to the extent that it holds title to units.

(b) **Consent of Mortgagees, Trustees, and Beneficiaries:** For the purpose of this section the terms "owner," "record owner," and "owner of record title," and the plural of each of said terms, shall include not only the persons designated in Paragraph 6 of Article II hereof, but also each mortgagee, beneficiary, and trustee under a trust deed, appearing of record, shall be deemed to be

an owner of the property covered by his mortgage, trust deed, lease, or contract of sale with rights under this Section 2 equal to those of owners under said Paragraph 6 of Article II.

ARTICLE VIII

Termination

Section 1. Total Destruction of Buildings.

(a) **Noninsured Risk:** In the event that all buildings located on the subject property shall be destroyed, or that substantially all buildings shall be destroyed, so as to impair substantially the value of the remaining buildings on the subject property, by an Act of God or by any other cause which is not covered by insurance, the fee title to all units shall automatically revert to the Association immediately upon the happening of the destruction, and all restrictions, limitations, conditions and covenants contained in this Declaration shall terminate so, that the Association shall hold title to the subject property in fee simple, subject to none of the provisions of the Declaration except those provisions contained in this Article VIII; the Association shall hold title to subject property solely as a trustee for the owners of the units including mortgagees and trustees and beneficiaries of trust deeds executed in good faith for value, who owned the units on the subject property prior to the destruction; the Association as trustee shall, as soon as possible, sell the subject property. The proceeds of said sale shall be divided among the owners in proportion to the interest of each owner in the common area prior to destruction. There shall be deducted from the amount paid to each owner any amounts owing to the Association by said owner at the time of the destruction. In the case of a mortgagee or trustee or beneficiary of a trust deed given in good faith for value, the Association shall first discharge the indebtedness to said mortgagee or trustee or beneficiary of a trust deed, then pay the remaining proceeds, if any, to the owner. After the sale is completed, the Association shall be dissolved and its remaining assets, if any, distributed in accordance with the Articles of Incorporation of the Association.

(b) **Insured Risk:** In the event that all buildings located on subject property shall be destroyed, or that substantially all buildings shall be destroyed, so as to impair substantially the value of the remaining buildings, and said loss shall be covered by insurance, the fee title to all units shall terminate as in the case of a noninsured risk, unless within three months of the destruction, the owners of all units, by a two-thirds (2/3) majority, decide to rebuild and replace the buildings destroyed, and to apply the insurance proceeds for said purpose; in the event such a decision to rebuild is not made within the designated time, the fee title to all units shall revert to the Association, subject to the same provisions as in the case of the uninsured risk as provided in Section 1(a) above. During the three-month period within which the owners may decide to rebuild, the Association shall designate a bank to hold the insurance proceeds in trust. Prior to the calling of a meeting to determine whether to rebuild, the Association shall obtain bids from two responsible contractors. In the event that the insurance proceeds are insufficient to cover the cost of rebuilding, and owners nevertheless decide to rebuild by a two-thirds (2/3) majority, the Association shall levy an assessment against all owners in proportion to their interest in the common area, to make up the difference.

Section 2. Partial Destruction of Buildings.

If part of the buildings, containing one or more units, located on subject property is destroyed in such a manner that the value of the remaining buildings is not substantially impaired, the fee title to such units shall not terminate, and the Association shall replace and restore the common area so as to restore the units in the same condition as said common area and units existed prior to the destruction, out of any insurance proceeds received. In the event of noninsured risk, or if the insurance proceeds are insufficient to replace and restore the common area, the Association shall either replace and restore the common area and units as they existed prior to the destruction, at no expense to the unit owner (other than any expense said owner may be required to pay as a member of the Association or owner of the common area in a pro rata assessment for rebuilding), or within three months of the destruction purchase the unit from the unit owner at a reasonable value of said unit prior to destruction. This option shall be exercised in the same manner as an option to purchase the interest of an owner, as provided in Article III, Section 3 (d).

Section 3. Eminent Domain.

(a) **Total Taking:** If all subject property shall be taken by a governmental authority under the power of eminent domain, such taking shall cause the fee to all units to terminate, and the owner of each unit shall be considered to have an interest in the subject property, as a tenant in common equivalent to the interest of said owner in the common area.

(b) **Partial Taking:** If a portion of the subject property shall be taken which shall include any unit or units, under the power of eminent domain by a governmental authority, so as not to substantially impair the value of the remaining property, title to said units shall not terminate, and the taking authority shall compensate the owners of the units taken for the reasonable value thereof.

ARTICLE IX

Voting Interest

The owner(s) of record for each unit, including the Association, shall be entitled to one vote per unit in connection with election of the Board of Directors and all other matters requiring a vote of owners of the Association, as stated specifically in the Association's Bylaws. Each unit shall have one vote in the Association regardless of the number of owners. The signature of only one of the owners is required on an Association ballot to exercise the voting right for that unit. If more than one ballot is submitted for a single unit, all ballots for that unit shall be deemed invalid.

ARTICLE X

Miscellaneous

Section 1. Acceptance of Provisions by Grantees.

The Association and each grantee hereafter of any part or portion of the property covered by this Declaration and any purchaser under any contract of sale or lessee under any lease covering any part or portion of such property, accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights, and powers of the Association provided for in this Declaration.

Section 2. Conclusiveness of Records.

For the purpose of making a title search upon or guaranteeing or insuring title to any unit or interest therein or lien or mortgage or trust deed thereon embraced within the property and for the purpose of protecting purchasers and/or encumbrancers in good faith and for value, or for any other lawful purpose or purposes, as to any act or nonact of the Association and/or its Board of Directors and/or any of the Association's departments, committees, or agents and/or as to performance or nonperformance of any act of any owner of any unit embraced within subject property or any interest therein or lien or mortgage or trust deed thereon, including but not limited to the payment of any dues, fees, charges, or assessments, interest, costs, and penalties, a certificate as to any matters contained in the records of the Association certified by the Secretary thereof shall be conclusive proof as to all matters shown by such certificate.

Section 3. Interpretation of Restrictions.

In interpreting and applying the provisions of this Declaration they shall be held to the minimum requirements adopted for the promotion of the health, safety, comfort, convenience, and general welfare of the owners and occupants of said property. Where this Declaration imposes a greater restriction upon use and/or occupancy of any unit, or upon the construction of buildings or structures, or in connection with any other matters than are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits or by such easements, covenants and agreements, then in that case the provisions of this Declaration shall control in accordance with applicable law.

Section 4. Construction and Validity of Restrictions.

All of said restrictions, conditions, covenants, reservations, liens, and charges contained in this Declaration shall be construed together; but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens, or charges, or any part thereof shall be thereby affected or impaired.

Section 5. Waiver and Exemptions.

The failure by the Association and/or owner of any unit included in said property or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restrictions, conditions, covenants, reservations, liens or charges.

Section 6. Titles.

All titles used in this Declaration, including those of articles, sections, and subsections are intended solely for convenience of reference, and the same shall not nor shall any of them, affect that which is set forth in such article, section, or subsection nor any of the terms or provisions of this Declaration nor the meaning thereof.

Section 7. Singular and Plural, Masculine and Feminine.

The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter as the context requires.

Section 8. Successors in Interest.

Reference herein to the Association shall include each successor to the affairs of such, and each successor shall succeed to the rights, powers, and authority hereunder of such to whose affairs it succeeds.

Section 9. Notices.

Each unit shall be notified not less than fifteen (15) nor more than sixty (60) days before any owners meeting. Any notice permitted or required to be delivered as provided herein may be delivered to the owners by individual delivery. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Association for the purpose of service of such notice or to the unit of such person if no address has been given to the General Manager. Such address may be changed from time to time by notice in writing to the Association. Upon written request for notices delivered to the Association, the holder of any duly recorded mortgage against any unit ownership may promptly obtain a copy of any and all notices permitted or required herein to be given to the owner or owners consisting of the owners of more than two-thirds (2/3) of the units subject to the said mortgage. Said request for notice need not be renewed and shall entitle the holder of any mortgage requesting such notices to receive all notices sent to the owner or owners (or the voting owner representing said owner or owners) whose unit ownership is subject to the said mortgage from and after the date of said request until said request is withdrawn or said mortgage is discharged of record.

Section 10. Encroachments.

None of the rights and obligations of the owners and owners of the common area created herein, or by the deed creating the unit ownerships, shall be altered in any way by encroachments due to settlement or shifting of the building or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners or in favor of the owners of the common area if said encroachment occurred due to the willful conduct of said owner, owners or the owners of the common area.

Section 11. Consent of County.

The right of the Association, or owners, to construct any additional improvements, or make any additions to existing improvements, as granted in this Declaration, shall be subject to the approval of Monterey County Planning Commission, Board of Supervisors, and other appropriate officials of the County of Monterey.

Section 12. Nondiscrimination.

Neither the Association nor any Owner shall either directly or indirectly forbid, hinder or prohibit the conveyance, encumbrance, renting, leasing, or occupancy of an owner's unit to any person on the basis of race, color, sex, familial status, age, religion, ancestry, sexual orientation, marital status, source of income, disability, national origin or upon any other basis recognized by law (except as permitted by California Civil Code §51.3).

IN WITNESS WHEREOF, the undersigned consisting of more than two-thirds (2/3) of the owners of the units subject to the within Declaration, together with the duly authorized officers of Del Mesa Carmel Community Association, Inc. have duly affixed their signatures on the dates opposite their names to this DECLARATION OF PROTECTIVE RESTRICTIONS.

[Signatures omitted.]

EXHIBIT "A"

Certain real property situated in Rancho Canada dela Segunda, County of Monterey, State of California, particularly described as follows:

All that real property lying within the exterior boundaries of Tract No. 558 DEL MESA CARMEL, as designated and defined on that certain Re-subdivision Map filed for records in Volume 9, Cities and Towns, at page 36, Official Records of Monterey County, California.

EXCEPTING, however, therefrom those certain Parcels "A-1", "B", and "C-1 ", as said parcels are shown on the map above referred to.

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CERTIFICATION
Amendment to the
Declaration of Protective Restrictions
Del Mesa Carmel Community Association, Inc.

The undersigned declare and certify the following:

1. We are the duly elected President and Secretary, respectively, of Del Mesa Carmel Community Association, Inc., the Declarant in the foregoing Declaration of Protective Restrictions (Declaration), and are authorized to make this Certification on behalf of Declarant.
2. The required number of owners has consented to the adoption of the foregoing Declaration, and to the recordation of the Declaration.
3. Once recorded with the Monterey County Recorder, the foregoing Declaration shall supersede all prior Declarations and any amendments thereto.

We declare that the foregoing is true and correct, and that we have executed this Certification this 18th day of January, 2017.

Norman H. Schroeder

Norman H. Schroeder, President

SEE ATTACHED
FOR NOTARY

Alexanne Mills
Alexanne Mills, Secretary

SEE ATTACHED
FOR NOTARY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of MONTEREY)

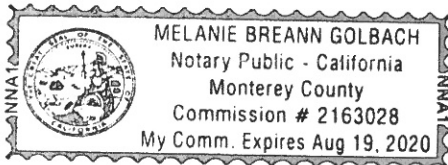
On JAN 18, 2017 before me, MELANIE BREANN GOLBACH, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared NORMAN H. SCHROEDER AND
Name(s) of Signer(s)
ALEXANNE MILLS

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Melanie Golbach
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

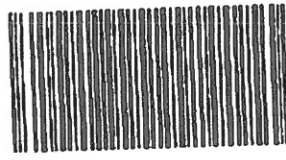
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
Filer

CRKATHY
1/31/2017
11:44:59

RECORDING REQUESTED BY:
Paul D. Gullion
AND WHEN RECORDED, MAIL TO:
Paul D. Gullion
Attorney at Law
P.O. Box 1687
Salinas, CA 93902

DOCUMENT: 2017005831



Titles: 1/ Pages: 29	
Fees....	96.00
Taxes...	
Other...	2.00
AMT PAID	\$98.00

DEL MESA CARMEL
COMMUNITY ASSOCIATION, INC.

DECLARATION
OF
PROTECTIVE RESTRICTIONS

