

**Del Mesa Carmel
Community Association, Inc.**

**FOREWORD
Ground Rules**

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 of Protective Restrictions, originally recorded on November 8, 1967, amended in the 2024 Restated Declaration of Covenants, Conditions and Restrictions (CC&Rs), recorded on October 10, 2024, and the Bylaws of the Association.

The Association's Governing Documents also include these Ground Rules, defined in the CC&Rs as the rules and regulations adopted by the Board of Directors (may be hereinafter referred to as the Board) to interpret and implement the CC&Rs and the Bylaws for the orderly conduct of the business of the Association. If a conflict exists between the CC&Rs and the Ground Rules, the CC&Rs control.

While the CC&Rs reflect the compact between the Association and the **Owners** in the Condominium Development, Ground Rules apply equally to all **Residents**, whether owner-members of the Association or their tenants, who all must ensure that their respective guests, personnel, contractors and visitors abide by all Governing Documents.

The Ground Rules' purpose is twofold. First and foremost, they establish the conditions under which Residents may enjoy their time at Del Mesa. Second, they are meant to be a guide for residents and provide details on what is available to them. Since they inevitably refer multiple times to the CC&Rs, the explicit meaning of certain words can be found in a glossary in Appendix A.

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, 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 by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from DMC. 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

FOREWORD	i
SECTION I GENERAL INFORMATION.....	1
1. Safety and Security.....	1
2. HARASSMENT.....	2
A. Employee Harassment.....	2
B. Member Disciplinary Policy	2
3. GATE ACCESS POLICY.....	3
A. Car Decal	3
B. Annual Visitor’s Pass.....	3
C. Daily Parking Pass.....	4
D. Del Mesa Staff Pass	4
E. Woody’s Daily Parking Pass.....	4
F. Woody’s Staff Pass	4
4. SPEED LIMIT	4
5. PARKING.....	4
A. General Parking Rules	5
B. Parking Rules for Residents	6
C. Parking Rules for Non-residents	6
D. Miscellaneous Parking Rules	6
E. Towing.....	7
6. TIPPING	7
7. DELINQUENT ASSESSMENT PAYMENTS.....	8
8. ENFORCEMENT OF GROUND RULES	9
9. AMENDMENT OF GROUND RULES.....	10A
A. Amendment Process	10A
B. Member Notification.....	11
SECTION II PROPERTY MANAGEMENT AND SERVICES	12
1. CLUBHOUSE FRONT DESK	12
2. COMMUNICATIONS TO RESIDENTS.....	12
A. Del Mesa <delmesacarmel.org> website.....	12

B.	Information sent by email and by text message	12
C.	Printed information available in the Clubhouse.....	13
D.	Confidentiality of Information collected by Management.....	13
3.	COMMUNICATIONS FROM RESIDENTS	13
A.	Contacting a member of the Board of Directors	13
B.	Contacting the General Manager (GM) and other staff	14
C.	Contacting committee chairs and their members.....	14
D.	Contacting other Residents.....	14
E.	Submission of Forms and Applications.....	14
4.	LANDSCAPE SERVICES	14
A.	Routine Landscape Services	15
B.	Additional Landscape Services	16
5.	MAINTENANCE SERVICES	17
6.	TRASH DISPOSAL, RECYCLING, AND COMPOSTING	18
A.	Trash Disposal	18
B.	Recycling.....	18
C.	Composting	19
D.	Battery Recycling.....	19
E.	Hazardous wastes.....	19
7.	MAIL SERVICES	19
8.	MISCELLANEOUS SERVICES	20
A.	Resident Absences	21
B.	Single Resident’s Morning Check-In.....	21
C.	Directory Service.....	21
D.	Residence Keys	21
E.	Transportation.....	21
F.	Telephone and TV Cable Service	22
G.	Newspapers.....	22
H.	Car Washing	22
I.	Air Hose.....	22
	SECTION III COMMUNITY FACILITIES.....	23
1.	CLUB MESA.....	23

A. Facilities Description	23
B. General Use	24
C. Use by Residents.....	25
D. Use by Non-residents.....	26
2. DINING ROOMS AND SERVICES.....	26
A. The Restaurant	26
B. Catering	27
3. WOODWORK SHOP	27
4. SWIMMING POOL AND SPA.....	28
5. FITNESS CENTER	29
6. GUEST UNITS	30
7. SELF-SERVICE LAUNDRY ROOMS.....	30
8. OTHER RECREATIONAL FACILITIES.....	31
SECTION IV RESIDENCE UNITS	32
1. OCCUPANCY	32
A. Qualified Permanent Resident.....	32
B. Occupancy Limitation Based on Disability.....	32
C. Occupancy Limitation Based on Threat.....	32
2. LIMITS AND RESTRICTIONS ON PETS.....	33
3. UNOCCUPIED UNITS.....	33
4. SALE AND RENTAL OF UNITS	34
A. Real Estate and Directional Signs/Maps.....	34
B. Broker Open Houses.....	34
C. Showing a Unit.....	34
D. Unit in Escrow	35
SECTION V REMODELING AND LANDSCAPE ALTERATION.....	36
1. THE BUILDING & GROUNDS (B&G) COMMITTEE	36
A. Purpose and General principles.....	36
B. Responsibility and Authority	37
C. B&G Committee Meetings.....	37
2. GENERAL REMODELING POLICIES AND APPLICATION PROCEDURE	38
A. Submission of Remodel Request.....	38

B.	Review of Remodeling Request	39
C.	Approval of Remodeling Request	40
D.	Disapproval of Remodeling Request.....	40
3.	SPECIFIC REMODELING POLICIES	40
A.	Windbreaks	40
B.	Roofs.....	41
C.	Stairways	41
D.	Storage	41
E.	Space Under Living Units.....	42
F.	Exterior Paint.....	42
G.	Skylights.....	42
H.	Greenhouse Windows.....	42
I.	Decks and Common Area Adjoining Units-Defensible Space	43
J.	Bays.....	44
K.	Enclosing Decks.....	44
L.	Unreasonable Use of Decks and Other Exclusive Use Areas	44
M.	Existing Recessed Walls.....	44
N.	Entries	45
O.	Front Doors	45
P.	Windows.....	45
Q.	Satellite Antennas.....	45
R.	Flooring.....	46
4.	BUILDING PERMITS AND EMPLOYMENT OF LICENSED CONTRACTORS	46
A.	Independent Expert Reports and Inspections.....	47
B.	Defective or Unauthorized Work.....	47
C.	Regulations Applicable to Owners, Contractors and Workers.....	48
5.	GENERAL LANDSCAPE ALTERATION POLICIES & APPLICATION PROCEDURE	49
A.	Submission of Landscaping Alteration Request	49
B.	Review of Landscape Alteration Request	50
C.	Approval of Landscape Alteration Request	50
D.	Disapproval of Landscape Alteration Request	50
6.	SPECIFIC LANDSCAPE ALTERATION POLICIES	51

A.	Inspection of Trees.....	51
B.	Special Tree Situations	51
C.	Individual Request Relating to Trees.....	51
D.	Removal, Trimming or Planting of Trees	51
E.	Artificial Flowers, Statuaries and Ornaments	52
F.	Fences	53
G.	Path Lights.....	53
H.	Signs.....	53
I.	Maintenance of Natural Areas.....	54
J.	Vines and Pruning.....	54
K.	Concrete Surface.....	54
SECTION VI GUEST UNIT PROCEDURES		55
1.	RESERVATIONS RULES AND RESTRICTIONS	55
2.	CANCELLATIONS.....	55
3.	SPECIAL PROCEDURES FOR HIGH-DEMAND PERIODS	56
A.	Thanksgiving and Christmas weeks.....	56
B.	Special events held in Monterey/Carmel area.....	56
C.	Lottery Procedures for Special Events.....	56
4.	MISCELLANEOUS GUEST UNIT RULES	57
SECTION VII MISCELLANEOUS		58
1.	PEST CONTROL	58
A.	Ants	58
B.	Rodents	58
C.	Termites	58
2.	BARBECUES	58
3.	FUNDRAISING.....	58
A.	Fundraising from Members.....	59
B.	Fundraising Events at Del Mesa	59
4.	ELECTRIC VEHICLES	59
A.	Approval prior to any EV charging.....	59
B.	EV charging Fees.....	60
C.	Unauthorized Charging.....	60

D. Additional rules for Level 2 EV Charging	60
5. USE OF SMALL VEHICLES.....	61
6. DRONES.....	61
7. COMMITTEES, CLUBS, AND ASSOCIATIONS.....	62
GLOSSARY	63
APPENDIX A GROUND RULES CHANGE HISTORY	64
APPENDIX B COMMITTEES, CLUBS, AND ASSOCIATIONS.....	65

**SECTION I
GENERAL INFORMATION**

**EMERGENCY TELEPHONE NUMBERS:
Ambulance 911, Fire 911, or Sheriff 911**

Club Mesa (831) 624-1853

IN CASE OF ANY EMERGENCY, FIRST CALL 911 AND STATE THE PROBLEM TO THE OPERATOR. THIS WILL START EMERGENCY EQUIPMENT MOVING TOWARD DEL MESA, THEN CALL OFFICE PERSONNEL AT (831) 624-1853, AND INFORM THEM OF THE SITUATION. IF AN EMERGENCY OCCURS AFTER NORMAL WORKING HOURS, FIRST CALL 911, THEN CALL THE GUARDHOUSE SECURITY GATE (831) 624-1853 OR (831) 622-9135.

1. Safety and Security

The Maintenance Supervisor plans and oversees maintenance and repairs for equipment and facilities and the Landscaping & Grounds Supervisor oversees planning, maintenance, and installation of landscaping. These individuals are the designated Association Fire Marshals. In case of fire during normal working hours, one of them will organize and direct the firefighting effort until the Fire Department arrives.

Residents will be encouraged to participate in fire drills conducted at least annually by DMC staff. The fire drills offer residents an opportunity to practice a hypothetical emergency response. Before the fire drill, residents will be invited to a presentation by the local fire department, as well as residents who have been trained in emergency preparation procedures. All residents will be shown how to operate a fire extinguisher, as well as what to carry in case of an emergency evacuation.

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 (831) 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 gate personnel when they are expecting guests, preferably the day before, preventing any unnecessary delay when they arrive.

2. HARASSMENT

Del Mesa strives to build a community where everyone (i.e., employee, resident or owner) is expected to be respectful and courteous and where all who work and live can thrive without fear of threats or harassment. Treating anyone with disrespect is unacceptable at Del Mesa. No one at Del Mesa is 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). Any investigative proceedings must adhere to due process as required by the governing documents and law.

A. Employee Harassment

Employee harassment is of particular concern, an extremely sensitive issue that can have dire consequences for the Association, even when accusations prove to be false.

All employees regardless of where they perform their duties are entitled by law to a work environment that is free of hostility and harassment. DMC governing documents and California law demand provision for the health and safety of our employees. Residents and their guests, visitors and contractors are expected to share in the responsibility to maintain a workplace that is free of discrimination, harassment, hostility and abuse. They are expected to abide by Del Mesa's policy of protecting employees against harassment in any form, be it verbal, physical or visual.

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 of Directors. All reports by residents or employees will be investigated promptly, thoroughly and confidentially.

B. Member Disciplinary Policy

Whenever a Resident's actions result in an employee, resident or owner complaint, the General Manager will address each such complaint with the individual named in the complaint in an effort to resolve it and may take verbal and/or written corrective action, as appropriate. The complaint and the identity of the person making the complaint will be disclosed to the Member, unless this person requests anonymity, in which case the General Manager will redact the complaining party's name and any identifying information from

Section I – General Information

the complaint before providing it to the Member. When the complaint remains unresolved, the General Manager will refer the incident to the Board of Directors for further disciplinary action.

The Board of Directors will consider the severity of the offense and is authorized to take the following disciplinary measures against the offending party:

- a) At its discretion, initial Board of Directors action may include additional written member/resident discipline.
- b) A Disciplinary Hearing will be conducted by the Board of Directors in the event that the imposition of any fine is being considered. At this hearing the alleged offender has the opportunity to present their case.
- c) In the event that any offense by a member requires additional discipline, the resident will be required to pay a fine, as defined in 8, below.

3. GATE ACCESS POLICY

To control access to Del Mesa in order to maintain a peaceful and safe environment for owners, residents, guests and staff, all vehicles must have and display the appropriate gate access decal or pass while at Del Mesa.

Any vehicle not displaying the appropriate gate access decal or pass may be towed at the owner's expense, in accordance with section I.5.E, Towing.

A. Car Decal

Owners and residents are issued a Parking Decal by office staff, to be displayed on the inside of the driver's side of their windshield, in the left corner. The Decal is valid for the length of membership and not transferable. A new vehicle or windshield replacement requires the Decal be returned to the office staff for a new decal. When moving from Del Mesa, the Decal is to be returned to the office staff.

B. Annual Visitor's Pass

Laminated Annual Passes, valid for the calendar year, can be granted by residents or owners to guests who make frequent visits to Del Mesa. These passes are issued by office staff and need to be clearly displayed on the dashboard while at Del Mesa.

Section I – General Information

C. Daily Parking Pass

The Daily Parking Pass is issued by the security guard to family, friends, guests, contractors, hired vendors who are on the daily access log, or confirmed by resident contact with the guard and for those using the DMC Guest Units. Parking Passes are dated upon entry and show the destination of the visitor. These passes need to be clearly displayed on the dashboard.

D. Del Mesa Staff Pass

Laminated Staff Passes are issued to Del Mesa staff by the General Manager and need to be clearly displayed on the dashboard while working at Del Mesa.

E. Woody's Daily Parking Pass

Del Mesa has contracted with Woody's at Del Mesa to provide dining services at Del Mesa. The Woody's Daily Parking Pass is issued to guests of Woody's restaurant by the security guard, and needs to be clearly displayed on the dashboard. The pass is dated and valid for 4 hours.

F. Woody's Staff Pass

Laminated Woody's Staff Passes are issued to Woody's staff by the General Manager through the restaurant manager and need to be clearly displayed on the dashboard while working at Woody's.

4. SPEED LIMIT

Caution is required at all times when driving on Del Mesa roadways. The **maximum speed limit is 20 miles per hour** (25 miles per hour on the entrance road), 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.

5. PARKING

The Association manages and controls the use of all parking at Del Mesa. Due to the limited number of parking spaces throughout the Del Mesa campus, whether in the residential areas (assigned carport and common areas), at the top-of-the-hill area, or at the Clubhouse, the following parking regulations and policies are designed to create a safe and manageable space for owners' personal vehicles while allowing for invited guests and workers.

Any vehicle not complying with these parking policies may be towed at the owner's expense, in accordance with E, below.

Section I – General Information

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.

A. General Parking Rules

- 1) Only automobiles, trucks, motorcycles and golf carts are permitted to park in residential parking spaces and must be parked completely within the lines of the space. That is, parking in the assigned space cannot impede access by another member to their spot.
- 2) Parking of any trailer, camper, boat, motorhome, or other type of recreational vehicle is prohibited in the residential area and Clubhouse parking lot but is permitted at the top-of-the-hill area under strict conditions detailed in paragraph D.
- 3) No vehicles with “For Sale” signs shall be parked in the Clubhouse parking lot.
- 4) All vehicles parked on common area at Del Mesa must be the property of a Del Mesa resident or short time visitor and must display the appropriate gate access decal or pass while at Del Mesa.
- 5) Only vehicles with DMV-issued Handicap Placards may park in handicap spaces.
- 6) No parking is allowed on the grass, at red curbs or within 15 feet of a fire hydrant.
- 7) Except for vehicles with DMV-issued Handicap Placards, no more than 20-minute parking is allowed at green curbs.
- 8) Overnight occupancy in a vehicle parked at Del Mesa is not permitted
- 9) Parking in other than designated spaces may be necessary at times but should be minimized in consideration for the safety of pedestrians, other motorists and emergency vehicle access. When there are no “open” parking spaces, the following guidelines should be followed:
 - Cars may be parked only on a sidewalk side of the street, in the direction of normal traffic flow, with the two passenger-side tires just over the curb.
 - “Over-the-curb” parking is limited to no more than 4 hours, and not permitted overnight. Room must be maintained for the passage of pedestrians and wheelchair users.

Section I – General Information

B. Parking Rules for Residents

- 1) Each unit has a maximum of two parking spaces; one in the carport area for exclusive use of the unit's residents, and another in the common area which is available to anyone on a first-come, first-served basis.
- 2) An owner who rents their unused carport parking space to another resident, as permitted by Article 10.6 of the CC&Rs, must notify the General Manager in order to obtain an additional Car Decal. In this case, the carport-renting resident may have three parking spaces.
- 3) 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.
- 4) Residents planning to be away from Del Mesa for extended periods of time are encouraged to park their vehicles in areas with excess open parking spaces.

C. Parking Rules for Non-residents

Non-residents include guests and service people of residents, Del Mesa and Woody's employees, visitors and contractors.

- 1) A Daily Parking Pass must be clearly visible on the vehicle dash while parked on property.
- 2) Accessing Del Mesa utilities (water, electricity, etc.) is not permitted.
- 3) Guests and service people of residents living in areas with limited parking may park over the curb as described in A, above.
- 4) Guests and service people of residents living close to the Clubhouse should park in the Clubhouse parking lot.
- 5) It is the resident's responsibility to ensure that any guest or service person complies with the parking policies.
- 6) All non-residents' vehicles on Del Mesa property must be operable, possess a current registration, and display the proper gate access pass, Daily Parking Pass.

D. Miscellaneous Parking Rules

- 1) 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.

Section I – General Information

- 2) The parking of any vehicle at the top-of-the-hill area is subject to approval of the General Manager.
- 3) A resident-registered trailer, camper, boat, motorhome, or other type of 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.
- 4) 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.
- 5) A resident with houseguests or guests using the guest units desiring recreational vehicle (RV) parking may park at the top-of-the-hill, for a maximum of three (3) consecutive days.
- 6) 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 using the guest units will be the responsibility of the hosting resident. All charges will be added to the hosting resident's monthly HOA invoice.

E. Towing

Any vehicle not displaying the appropriate gate access decal or pass, or not complying with these parking policies, will be so notified by posting a timed and dated notice on the vehicle. Such a vehicle may be towed 48-hours from the notice date, at the owner's expense. A sign to this effect is displayed at the entrance gate. Del Mesa shall engage a towing company to remove vehicles.

6. TIPPING

Employees are prohibited from accepting tips for services 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, conducted each year in the November/December time frame. Any holiday greeting cards sent to residents by employees should not be considered a solicitation for 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.

7. DELINQUENT ASSESSMENT PAYMENTS

Assessments, either regular or special, are billed to the owner by the 10th of each month and are due by the last day of each month. If an assessment is not paid when due, within the first ten days after the original due date the Accounts Payable Clerk shall informally attempt to collect the assessment. An assessment that remains unpaid thirty days after the original due date is delinquent.

DMC has engaged a collection company experienced and knowledgeable in California Civil Code requirements for the collection of delinquent assessments. An assessment that remains unpaid thirty days after the original due date is delinquent, and will be turned over to the DMC collection company for formal assessment collection. This company's procedures are contained in their Assessment Collection Policy and include the following:

- 1) Delinquent accounts become subject to the following additional charges as contained in California Civil Code section 5650 and DMC governing documents:
 - a. Reasonable costs and attorney's fees incurred in collecting the delinquent assessment.
 - b. A late charge not exceeding ten percent of the delinquent assessment or \$10, whichever is greater.
 - c. 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) reasonable costs of collection, and (c) reasonable attorney's fees incurred in the collection process.
- 2) Once an assessment, or any portion thereof, has become delinquent, the owner may receive an initial delinquency notice stating all amounts past due and any known collection charges imposed as of the date of the notice, in written form. If an assessment account remains unpaid 45 days after the original due date, at least 30 days prior to recording a lien, a written Notice of Lien will be prepared and sent to the owner by certified mail in accordance with California Civil Code Section 5660. Prior to recording a lien for delinquent assessments, the owner has the right to request an internal dispute resolution (IDR) pursuant to DMC's "Meet and Confer" policy as required by Civil Code Sections 5900-5920.
- 3) At the expiration of 30 days following the Notice of Intent to Record a Lien, the Association will, without further notice to the owner, record a lien against the owner's property. The Notice of Delinquency Assessment shall

Section I – General Information

be mailed in accordance with Civil Code Section 2924b, to all record owners of the owner’s interest in DMC no later than 10 calendar days after recordation.

- 4) A release of lien will be recorded within 21 days from the date of payment of the entire balance of the owner’s account.
- 5) Foreclosure proceedings may not begin until the amount of the delinquent assessments secured by the lien, exclusive of any accelerated assessment, late charge, fees and cost of collection, attorney’s fees, and interest, equals or exceeds \$1,800 or if the owner is more than 12 months delinquent. Prior to initiating a foreclosure for delinquent assessments, the association will offer the owner and, if so requested, shall participate in an IDR per DMC’s “Meet and Confer” program or alternative dispute resolution with a neutral third party per Civil Code Section 5925-5965. The decision to pursue dispute resolution or a particular type of alternative dispute resolution is the choice of the owner.
- 6) An owner has the right to dispute the assessment debt by submitting a written request to the Association for an IDR.

8. ENFORCEMENT OF GROUND RULES

As a condominium community association, Del Mesa is bound by its governing documents: the CC&Rs, the Bylaws, and these Ground Rules. While the CC&Rs reflect the compact between the Association and the Owners in the Condominium Development, Ground Rules apply equally to all Residents, whether owner-members of the Association or their tenants, who all must ensure that their respective guests, personnel, contractors and visitors abide by all Governing Documents.

It is the responsibility of the General Manager to enforce compliance with Ground Rules. CC&Rs Article 11, Enforcement of Governing Documents, delineates actions to be taken when most rules are violated. Parking violations are an exception; these result in immediate enforcement actions. Generally, when made aware of any infraction, the General Manager shall investigate and, if valid, the following action shall be taken:

- 1) Residents who believe that the Association’s governing documents are being violated should report such concerns to the General Manager and provide as much evidence as possible (including photos or video recordings, if such exist). The General Manager will, when justified, reach out to the involved party and bring the issue to their attention. If there are

Section I – General Information

further complaints or incidents of the same violation, the General Manager will refer the matter to the Board of Directors for further action in accordance with the disciplinary process set forth in the governing documents.

- 2) If, based on the evidence provided, the Board determines that escalation is justified, the Board will call the Owner to a hearing pursuant to the governing documents. At such hearing, the Board will consider all evidence, including statements (verbal or written) submitted to the Board by the Owner. The Board will then determine, outside the presence of the Owner and other involved parties, whether disciplinary action is justified. Any finding of the Board will be provided, in writing, to the Owner within 15 days of such hearing.
- 3) Pursuant to the right of enforcement set forth in Article 11 of the CC&Rs, if the Board decides to impose fines against an Owner for a violation of the governing documents, fines of \$100 per occurrence will be imposed.
- 4) However, if the Board or the GM declares that the violation of a provision of the governing documents may result in an adverse health or safety impact on the common area or another association member's property, fines may be assessed, as follows:
 - First violation: \$150
 - Second violation of the same provision of the: \$300
 - Third violation of the same provision of: \$600
 - Fourth and subsequent violations of the same provision: \$1200

In general, such violations include, but are not limited to the following: brandishing a weapon, except in self-defense; speeding in the residential area; off leash dogs in the common areas and not under the control of residents; dog waster not removed; glass at the pool; failure to allow Unit access for safety inspection and smoke that impinges on other Units. The Board shall provide a written finding at an open board meeting specifying the adverse

Section I – General Information

health or safety impact of any such additional violations.

The Board of Directors may also seek reimbursement of all legal fees and costs incurred in investigating the violation and gaining the Owner's compliance with Article 11.7 of the CC&Rs. Such amounts shall be levied as a Reimbursement Special Assessment in the manner provided in the CC&Rs.

9. AMENDMENT OF GROUND RULES

Amendment or restatement of these Ground Rules is permitted by obtaining an affirmative vote greater than fifty percent (50%) of the Board of Directors.

A. Amendment Process

Though most often prepared by the Governing Documents Committee, any member may propose an amendment to the DMC Ground Rules. Written proposals to make changes must include the Ground Rules section proposed

Section I – General Information

to be modified, the unmodified text, proposed modifications, and the resultant new text. They should also include the reason(s) for the proposed change. Such proposed changes are communicated to members and presented at an open meeting of Board of Directors. If the Board agrees to accept the proposal, it will be distributed to the full membership. This opens a period of at least 28 days during which owners can make comments on changes to Board members or the Governing Documents Committee. Comments must be signed and in writing, most commonly sent via email.

Following this 28-day comment period, the Board will vote on changes in whole or in part, at an open meeting, having considered owner comments. When the Board authorizes a change at the open meeting, the Board will direct administrative staff to incorporate the change in the Ground Rules on the website. Approved changes shall be documented in the minutes of the Board meeting. Unless the amendment specifies a start date, any amendment enacted in compliance with this provision becomes effective the day of the vote at which it was approved.

B. Member Notification

Once approved, Ground Rules changes must be communicated to the membership.

Every page in the Ground Rules carries the date of the current version in the footer. When a change to the Ground Rules is approved, this will be recorded in Appendix A and the entire document will be given the date of the approval of the change by the Board of Directors. Appendix A will identify all changes made to the 4/24/2025 restated Ground Rules, by date of approval, the section(s) affected, and a summary of the change(s).

SECTION II PROPERTY MANAGEMENT AND SERVICES

1. **CLUBHOUSE FRONT DESK**

The Front 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 front desk telephone (831) 624-1853 rings at the Guardhouse after the Clubhouse is closed.

In addition to being a point of continuous contact for emergency needs, the Front Desk also serves as the focal point for maintenance service requests, Guest Unit 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. **COMMUNICATIONS TO RESIDENTS**

Information can be conveyed to Residents in several ways about important community updates, announcements, and social activities. Management decides which mode of communication to use for each situation.

A. **Del Mesa <delmesacarmel.org> website**

The HOA maintains a website <delmesacarmel.org> as the primary source of information for everything about Del Mesa. It can be accessed by the public and provides general and pre-sales information. A password-protected "Resident Portal" is more private, secure, and Del Mesa specific, and may only be accessed by current residents with a password issued by management. Residents and owners are encouraged to register for this access <delmesacarmel.org/request-account> and to check the website frequently for timely updates.

B. **Information sent by email and by text message**

The HOA sends messages to owners and residents. Emergencies and urgent events are announced to all owners and residents who may choose to receive these messages via email, text message, voice phone call, or a combination of these - opting out of these emergency messages is not allowed. Other general information messages are also sent via email which owners and residents may opt out of receiving.

C. Printed information available in the Clubhouse

The staff publishes a monthly newsletter that is available to members in printed form and on the website. A monthly Vice President’s report consists of minutes from DMC committees. This is available in the plexiglass sleeves in the clubhouse. Posters may be displayed in the Del Mesa clubhouse, largely to advertise events. These are usually developed by committees and are setup on easels by staff.

Official HOA bulletin boards (behind glass) are controlled by management and are located opposite the mailboxes, displaying official business and timely notices from the Board of Directors and management.

A second “Community Bulletin Board” is available to post information of interest pertaining specifically to Del Mesa, and a third General Bulletin Board is available to both residents and the public to post other flyers and notices. Real estate broker advertising and solicitation, political and religious topics are not appropriate and will be removed.

D. Confidentiality of Information collected by Management

All residents and owners are required to provide their contact information to the HOA management who maintains a database of all owners’ and residents’ contact information, emergency contacts, vehicle information, and expected occupancy. This confidential information is collected at the time of purchase or move-in, and is updated annually. It is kept secured in a password-protected database accessible only to members of staff and the Board of Directors.

Management uses this information to publish a hard copy annual Directory distributed to residents. In addition, the website maintains an online version of the directory updated throughout the year.

Title changes must be reported to Management within 30 days of title change.

3. COMMUNICATIONS FROM RESIDENTS

Owners and renters may communicate with the Board, staff, and with other residents in several ways.

A. Contacting a member of the Board of Directors

The unit numbers, email addresses, and phone numbers for each Director are posted on the website, the bulletin board, and in the monthly newsletter. In

Section II – Property Management and Services

addition, a shared email address <board@delmesacarmel.org> will forward email to all Directors. Members may address the Board in person at any open meeting of the Board.

B. Contacting the General Manager (GM) and other staff

Generally, one may meet with the GM when available by appointment (call or arrange with the Front Desk). Residents may write to management by using the suggestion box to the left of the Front Desk.

C. Contacting committee chairs and their members

Items intended for committees or committee members (checks for fee payment, survey responses, etc.) may be submitted at the Front Desk labeled with the name of the committee and/or committee member.

D. Contacting other Residents

Residents may send another member a paper message or parcel by submitting it at the Front Desk labeled with both sender and recipient's names and unit numbers.

Residents may also communicate with other residents by posting flyers on clubhouse bulletin boards and by posting to social media such as the Mesa private network or other.

E. Submission of Forms and Applications

Various forms (e.g., Work Orders, Landscape Requests, Remodeling Requests, etc.) are available on the website, at the Front Desk, and in the information racks on the wall close to the clubhouse lobby. Once completed, all forms may be submitted to the Front Desk, or by email <info@delmesacarmel.org>.

4. LANDSCAPE SERVICES

Landscape services include the planning, maintenance, removal and replacement of all lawns, shrubs, trees, or other plantings in the common area. This includes area around the units except that the areas immediately behind the perimeter units are not the responsibility of the Landscaping & Grounds and the Maintenance Departments, except for the annual suppression of fuels within 30 feet and other wildfire prevention measures. These services also include the maintenance of walkways, walkway lighting, roads, outdoor recreational facilities, and underground water systems.

Section II – Property Management and Services

Landscaping & Grounds Department standards and controls are intended to restore, maintain, and showcase the architectural style of Del Mesa Carmel, while prioritizing fire safety, fire and drought resistance, water conservation, reduced ongoing landscaping maintenance and addressing defensible space requirements.

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

A. Routine Landscape Services

The following principles apply to routine Landscape services:

- 1) All labor performed, and plants, fertilizers, pesticides, or other materials provided by the Association in landscape service, are paid for from the monthly general charges assessed **all** members.
- 2) Any **additional gardening or landscaping services** that individual residents may desire should be requested through the Building & Grounds Committee. It will be paid by the resident concerned. However, once the additional permanent planting has been installed, it will be **maintained** by the Landscaping & Grounds 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.
- 3) The Landscaping & Grounds Department will replace dead, dying, or overgrown plants (except annuals) with a new plant ranging from a one- to five-gallon size. The Landscaping & Grounds Supervisor determines whether a plant is dead, dying, overgrown, or if the plant can be saved through corrective measures.
- 4) The planting of trees, shrubs, ground cover or flowers by individual residents must first be discussed with the Landscaping & Grounds Supervisor and then requested through the Building & Grounds Committee to ensure that they will be compatible with the Landscaping & Grounds Department standards and controls. Once planted, the Association groundskeepers will provide these plantings the same care afforded all permanent plantings at Del Mesa.
- 5) Plantings around each unit are the property of every owner at Del Mesa, not any individual resident. Residents must never remove or

Section II – Property Management and Services

severely prune Del Mesa plants. Residents are to contact the Landscaping & Grounds Supervisor if a problem exists that needs a groundkeeper's attention.

- 6) No tools or supplies may be borrowed or purchased from the Landscaping & Grounds Department.

B. Additional Landscape Services

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

- 1) The resident must arrange an appointment with the Landscaping & Grounds Supervisor to discuss any services desired. Residents should not direct work to individual employees; they should use the work order system to request services. The Landscaping & Grounds Supervisor will assist the resident in the selection of plants, etc. The Supervisor will inform the resident that substantial changes, or changes that might adversely affect other residents of the Association or detract from the architectural style of Del Mesa, require prior written approval by the Building & Grounds Committee and Landscaping & Grounds Supervisor (refer to Section V). 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 Landscaping & Grounds 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, will not detract from the beauty of Del Mesa, and will be compatible with the Landscaping & Grounds Department standards and controls, then the Landscaping & Grounds 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 workday. Landscaping & Grounds personnel normally work from 7:30 a.m. - 4:00 p.m. Monday through 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. If the resident wishes to hire

Section II – Property Management and Services

an outside gardener (who must be licensed and insured), the plantings must conform to a landscape plan approved by the Building & Grounds Committee and the Landscaping & Grounds Supervisor.

5. MAINTENANCE SERVICES

Under the terms of the Contract for Operation, Maintenance and Personal Service, the Association will perform preventive maintenance and minor repairs on the following, original or approved “like-kind” replacement: Dishwashers, Installed Exhaust Fans, Garbage Disposals, Water Heaters, Ovens and Cooking Surfaces, Heating Units (Boiler or Furnace), Faucets, Toilets, Sinks and associated plumbing (refrigerators are not included).

Except for those duties specifically assigned to the Association by the 2024 Restated Declaration of Covenants, Conditions and Restrictions (CC&Rs), Members must, at their sole expense, maintain and repair their improvements to their Units, as well as Exclusive Use Common Areas servicing their Units. In general, the interior of a Unit is the responsibility of the Member; the Association will maintain, repair and replace original or like components, but only perform minor repairs on replacements.

Members’ obligations include, without limitation, the following: interior walls and partitions; wall, ceiling and floor coverings; windows; doors; cabinets, countertops and appliances; air conditioning; heating grills and registers; electrical; telephone, security and cable; plumbing; plumbing for washers and dryers; fireplaces; storage areas; fences; and skylights.

Refer to Article 3: Membership Obligations, Article 4: Duties of the Association, and Article 6: Balconies, Decks and Patios in the 2024 Restated Declaration of Covenants, Conditions and Restrictions (CC&Rs) for details and specific responsibilities with regard to maintenance, repair and replacement of failed items. A handout with these details is available at the Front Desk.

Labor performed by 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, 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,

Section II – Property Management and Services

Del Mesa personnel will purchase and install the appliance. 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.

All requests for Maintenance service should be documented in a Work Order, submitted at the Front Desk.

Maintenance personnel are available from 8:00 a.m. – 4:30 p.m. Monday through Friday. 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 workday.

6. TRASH DISPOSAL, RECYCLING, AND COMPOSTING

Residents must strictly adhere to the policies detailed below and understand that some waste materials require special handling. Failure to do so results in Del Mesa incurring regular fines. It is in everyone's interest to refrain from throwing such items as plastic bags, plastic wraps (such as bubble wrap), and other plastic items (such as mailing envelopes) in the recycle or compost bins; instead, they can be recycled at many retail stores or thrown away in the trash.

A. Trash Disposal

Del Mesa Maintenance personnel provide regular pickup of garbage from each residential unit's in-ground container. This is done every Thursday morning, adjusted for holidays.

Residents wishing to dispose of excess amounts of garbage may use the large, green dumpster at the top-of-the hill.

B. Recycling

Large, blue bins are located at the top-of-the-hill for recyclables, such as glass, metal, plastic, paper, and cardboard. More specifically, the following applies:

- 1) plastic numbered #1, #2, and #5 (but no black plastic),
- 2) lids and screw tops can go back on both plastic and glass containers),

Section II – Property Management and Services

- 3) enclose shredded paper in a clear plastic bag (no other plastic bags are allowed),
- 4) remove all packing material and flatten cardboard boxes.

Recyclables should be clean, dry, and free of contamination such as household garbage. For the latest in recycling requirements, please check with the Front Desk or contact Sustainable DMC or consult either the whatgoeswhere.info website or the “What Goes Where” app.

C. Composting

Green bins with yellow tops are located at the top-of-the-hill for household food waste. DO NOT leave food waste in any type of plastic, biodegradable, or compostable bags as they do not decompose fast enough for the composting process.

D. Battery Recycling

Many common batteries used around the house can be recycled at the Clubhouse. These include alkaline, lithium-ion, button cells, cell phone batteries, and more. For a complete list of batteries accepted and how to package them for disposal, see the battery recycling box in the Del Mesa Clubhouse.

E. Hazardous wastes

Hazardous wastes (CFL light bulbs, electronic waste, full or partially full aerosol cans, paints, solvents, antifreeze, large batteries, motor oil, etc.) are NOT to be disposed of in Del Mesa trash, recycling bins, or compost bins. Instead, they can be taken by residents to the Household Hazardous Waste Collection Facility at ReGen Monterey (Monterey Regional Waste Management District) located at 14201 Del Monte Boulevard, two miles north of Marina near Highway 1. Call (831) 384-5313 for information. CFL light bulbs can also be recycled at retail stores such as Home Depot and Lowe’s.

7. MAIL SERVICES

Del Mesa office staff oversees a small mail room in the Clubhouse that includes a United States Postal Service (USPS) mailbox assigned to each unit. Staff oversees a secure area to store parcels, special deliveries, intra-DMC mail (between residents), and mail held awaiting resident pick up. Lost mailbox keys, or additional key requests, are issued at a nominal charge.

Section II – Property Management and Services

USPS mail is distributed to resident mailboxes by 1:00 p.m. Monday through Saturday by a USPS postal carrier. Mis-directed mail can be brought to the Front Desk. A USPS mail slot is available for resident outgoing mail.

Parcels, overnight mail, special deliveries, and intra-DMC mail are placed by Front Desk staff in a secure area when received. The resident is notified by the staff and the item may be picked up at the Front Desk during normal hours. Residents may choose to receive such notifications (by email or by text) by filling out a Member Data Update Form, obtained at the Front Desk or on the resident portal of the DMC website.

Mail holding or first-class mail forwarding services can be arranged with either the Front Desk staff or the USPS. To request services from the Front Desk staff, a resident must complete a Resident's Absence Form, obtained at the Front Desk, and leave their mailbox key with the staff. A fee for forwarding envelopes and postage will be charged to the resident. To request services from the USPS, residents submit a USPS Hold Mail request or USPS Temporary/Permanent Change of Address request directly with the Post Office on-line or at 3845 Vía Nona Marie, Carmel, CA 93923.

Once a resident moves away, the staff will forward first-class mail up to 12 months. If an owner still owns a unit, but does not live at Del Mesa, only Del Mesa mail (flyers, newsletter, Association notices, etc.) will be forwarded after the 12-month period.

PLEASE NOTE:

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

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 intra-DMC mail.

Only Del Mesa staff and the USPS mail carrier are permitted in the Del Mesa mail room.

8. MISCELLANEOUS SERVICES

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

Section II – Property Management and Services

A. Resident Absences

Residents planning to be away for extended periods should provide office personnel with pertinent information and instructions for services desired during their absence. Absence forms are available at the Front Desk in the Clubhouse.

B. Single Resident's Morning Check-In

A Morning Check-In Service is available to residents living alone. Residents using this service must call the office (831) 624-1853 by 10:00 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 must leave duplicate 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 from the resident.

E. 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: Wednesday through Friday, departing the Clubhouse at 10:30am and 1:00pm. There is no regular transportation service Saturday through Tuesday.

The Monterey-Salinas Transit also offers transportation with a stop at the Clubhouse.

Section II – Property Management and Services

F. Telephone and TV Cable Service

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 Xfinity to provide all residents cable TV and internet service at a discounted rate. This rate will be itemized on each resident's monthly Del Mesa Statement. Additional cable service may be arranged directly with the cable company by individual residents; office staff can arrange for DMC's Xfinity representative to assist. Residents will be billed directly by the cable company for this additional service.

Refer all picture reception problems to the cable company, not the Maintenance Department. Comcast Xfinity may be reached at (855) 307-4896. To assist them in finding your address, provide the following information: Del Mesa Carmel, 500 Del Mesa Dr., Unit#____, Carmel, CA 93923.

G. Newspapers

The Del Mesa library association currently subscribes to the Monterey Herald, the New York Times, and the Wall Street Journal, based on donations. These newspapers are displayed in the library (Redwood Room) and are not to be removed from the library.

H. Car Washing

Car washing spaces with hose connections are provided for use by all residents and are at the top-of-the-hill. Cars should be washed there, not in residential parking areas.

I. Air Hose

An air hose with a tire pressure gauge is available for use by all residents and is located at the top-of-the-hill.

SECTION III COMMUNITY FACILITIES

The facilities at Del Mesa are owned in common by the membership and are operated by the Association under the direction of the Board of Directors. Facilities are operated on a nonprofit basis, except for the restaurant facilities, run by Woody's at the Airport dba Woody's at Del Mesa, a California S-Corporation. 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 General Manager. Should a conflict arise in scheduling a facility, priority will be given to the Del Mesa activity.

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

Club Mesa and the Dining Rooms are served by a gas-powered generator that provides these facilities with electricity when power goes out to the complex. Residents may charge phones and computers and rely on the heat in these facilities when power outages occur during normal business hours.

1. CLUB MESA

A. Facilities Description

The Clubhouse (Club Mesa) was designated and is operated as the Association's social, cultural, and operational center. Club Mesa includes the main lobby, three club lounges (Coastal, Cypress, & Garden), a general assembly hall and library (the Redwood Room), a gallery/display area and supporting administrative offices. These facilities are intended for the exclusive use of the Del Mesa residents and their guests. Also located in the clubhouse is a privately-operated restaurant, available to Del Mesa residents, their guests, and outside patrons.

Smoking and pets are prohibited in ALL Club Mesa facilities.

Room capacity limitations established by the Fire Department shall be respected.

- a. **The Clubhouse Lobby** is the Club Mesa entry area that includes seating arrangements and small tables where residents and guests can gather.

Section III – Community Facilities

There are three ADA-compliant entrances into the lobby from the outside.

- b. **The Coastal Room**, just off the main lobby, is used for small meetings, bridge, 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.
- c. **The Cypress Room**, at the south end of the Clubhouse, was designed as a game room and lounge. The Cypress Room may be reserved for private meetings and parties. 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.
- d. **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. Room capacity is 30 persons.
- e. **The Redwood Room/Library** 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. The room includes an attached kitchenette. Room capacity is 250 persons.
The Association Library, located in the **Redwood Room**, contains best seller books, DVD's and videos, signed out and dated. All other books, tapes, and magazines are borrowed and returned on an honor system.

B. General Use

Club Mesa facilities may be used for money-making or promotional activities, or for events for which admission is charged only if approved by the 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.

When leaving Clubhouse rooms, turn off lights and close doors and windows to prevent birds and other wildlife from entering. If used, turn off the fireplace.

Section III – Community Facilities

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 their discretion when deemed appropriate.

A designated staff member will be responsible for the coordination 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.

C. Use by Residents

Club Mesa rooms may be reserved by Del Mesa residents on a first come, first served basis for entertainment, educational or cultural purposes. In fairness to all Del Mesa residents, 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 and Board meetings. The following additional conditions apply:

- 1) Residents are required to fill out a Facilities Use Form at the Front Desk for each date or room requested. A designated staff member will review the request. Upon approval, the reservation request will be signed by a member of the administration, and, if requested, a copy of the reservation confirmation will be given to the resident. Dining Room facility reservations will require the approval of the restaurant staff management.
- 2) Residents will be charged a Facilities Use fee for any private event that is not open to the Del Mesa Community.
- 3) Additional needs such as refreshments, setup and cleaning, etc., will be charged at the rate listed on the reservation Facilities Use Form. Although it is not required that residents use the restaurant for special events, it is encouraged. Arrangements for any food or beverage service provided by the Del Mesa restaurant must be finalized with the restaurant in advance of the event and are subject to availability.
- 4) Committees with regularly scheduled monthly meetings are responsible for submitting their annual meeting schedule to the administration office.
- 5) 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-resident group.

D. Use by Non-residents

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

- 1) A non-resident group is defined as a group consisting of a majority of non-residents.
- 2) Administration may limit the frequency of non-resident use based on availability.
- 3) Room use rates as detailed on the reservation Facilities Use Application will apply, in addition to a setup and cleaning fee.
- 4) In order to hold a room, 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.
- 5) Unless held, a room reservation for a non-resident event may be cancelled no later than two weeks from the date of the event, by a Del Mesa event. In such case, the Del Mesan making the reservation will be informed of the cancellation and may appeal to the Board of Directors.

2. DINING ROOMS AND SERVICES

Del Mesa has contracted with Woody's at Del Mesa to provide dining services at Del Mesa, to include the commercial kitchen, the main dining room, the bar area, and the patio. Woody's at Del Mesa has acquired a full liquor license which can accommodate sales of alcoholic beverages in the dining rooms and other rooms of the Clubhouse or private residences

A. The Restaurant

Woody's at Del Mesa is open Wednesdays – Sundays (closed Mondays and Tuesdays).

Reservations are encouraged but not required. Please call the restaurant (831-624-1854). However, parties of 10 or larger do require a reservation with a possibility of a limited menu. A conversation with the Manager on Duty is necessary to confirm a larger reservation.

Flying Owl - Lunch and dinner home meal delivery service called the "Flying Owl" is available on days when the restaurant is open. Orders for delivery

Section III – Community Facilities

should be placed no later than 11:00am for lunch or 5:00pm for dinner. This delivery service is provided at no additional cost, but a 20% gratuity is highly recommended.

Private Functions – Unless Del Mesa buys out the entire facility, which currently occurs on the 4th of July and the Annual Anniversary Party, all three spaces can be reserved for private functions to be arranged with Chef Tim Wood or the Manager on Duty. These include private parties catered on those days when the dining rooms are not open for business.

B. Catering

1) Woody's Catering

In addition to private parties in the Dining Rooms (see above), catering may also be arranged with Woody's in other rooms in the Clubhouse when available and reserved with the Front Desk.

2) Outside Catering

Catering may also be sponsored by a resident of Del Mesa and arranged without any Woody's participation. The first step in arranging for an Outside Catered party is to ensure rooms are reserved in the Clubhouse. Call the Front Desk at (831) 624-1853.

The Del Mesa kitchen may NOT be used by outside caterers, but the small kitchen in the Redwood Room and the limited food preparation in the Garden Room are available at any time. The resident host is responsible for all facilities and equipment used and must ensure that everything is returned where it belongs, cleaned and unbroken. A fee will be charged if any cleaning or equipment repairs or replacements are required.

3. WOODWORK SHOP

The Woodwork Shop is headquarters for a group of resident craftsmen popularly known as the "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.

All tools and accessories have been donated or purchased using funds provided by Woodpeckers Club members. Club membership is limited to current residents. As such, all tools are for the exclusive use of club members. No employees may use the Woodwork Shop. Rare exceptions to this latter rule may be granted by the club president only after prior discussion and written agreement of the purpose,

Section III – Community Facilities

the scope of the task and the competence of who will perform the work. No member of the club will be responsible for the safety of any employee using the woodwork shop. Del Mesa Carmel will be expected to make good any damage incurred and cleanup of the facilities. When there is a conflict, priority must be given to club members.

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. 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.

Smoking and pets are prohibited in the Woodwork Shop.

4. SWIMMING POOL AND SPA

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:

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

Pool privileges are extended to residents and owners and their guests.

Guests who 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).

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.

Section III – Community Facilities

Guests between 5 and 18 years of age may use the facilities only between 11a.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.

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

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.

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 diving in or running around the pool is permitted.
- 4) Those using the facilities are urged to keep the lights turned off when not needed.
- 5) The pools are cleaned every week during low use periods. During these times, some areas of the building may be closed.
- 6) Any maintenance or safety problem should be reported immediately to the Clubhouse front desk.
- 7) The telephone in the building is to be used for local and emergency calls only.
- 8) **Smoking and pets are prohibited in the pool building at all times.**

5. FITNESS CENTER

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, non-resident owners and their guests only. The following regulations apply:

- 1) Residents using the facility should be familiar with and **adhere to the information guide** available in the center.
- 2) All residents undertaking an exercise routine should do so only after consulting their physician.
- 3) **Everyone who uses the equipment does so at their own risk, with no liability to Del Mesa Carmel Community Association.**
- 4) Appropriate attire should be worn, including good shoes.

Section III – Community Facilities

- 5) 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.
- 6) The telephone in the center is to be used for local and emergency calls only.
- 7) Any problems related to the operation of the equipment or housekeeping needs should be reported to the Clubhouse office.
- 8) Children under 18 years of age are not allowed to use the Fitness Center.
- 9) **Smoking and pets are prohibited in the Fitness Center.**

6. 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 (831) 624-1853.

SMOKING AND PETS ARE NOT PERMITTED IN GUEST UNITS.

Specific procedures for guest unit occupancy are provided in Section VI.

7. 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 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**. Members are asked to keep laundry rooms and machines clean by removing empty detergent containers and wiping down machines after each use.

When leaving laundry rooms, turn off lights and close doors and windows to prevent birds and other wildlife from entering.

Periodically, the Association provides cleaning and maintenance services of the laundry buildings and installed equipment.

8. OTHER RECREATIONAL FACILITIES

The Association operates and maintains an Arts and Crafts Center, a bowling green, and a Community Garden. These activities are for the primary use of residents and adult guests.

- A. **The Arts and Crafts Center** is part of the original adobe residence on Del Mesa property. It is managed and used by artist members of the Arts & Crafts Association of Del Mesa who pay an annual fee. Those artist members are allowed limited space for supply storage. Working rules for use of the admission-controlled center are posted inside.
- B. **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 depression, 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 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 permitted to walk on the green.
 - c. Persons wearing heels of any kind are not permitted to walk on the green. Flat soled shoes only, PLEASE.
 - d. Organized bowling is scheduled on Tuesdays and Fridays, weather permitting. Bowlers gather at 1 pm and bowling begins at 1:15. On Saturdays, prospective bowlers are invited to join us and receive instruction. Mornings are reserved for maintenance of the green.
 - 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.
- C. **The Green Thumb Community Garden**, located near the water tower at the top of the hill, provides tools and space to grow vegetables and flowers. Residents interested in using the facility or obtaining a garden lot can join the Green Thumb Garden Association by paying a small membership fee. Please note that there might be a waiting list for available gardening lots.

SECTION IV RESIDENCE UNITS

1. OCCUPANCY

Before any person may permanently occupy or reoccupy a unit, they must apply for and receive the Association's consent. If a 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 and obtain the Association's consent.

Persons who occupy a unit for more than 90 days are "permanent occupants" who must be at least 55 years of age (i.e., a qualified resident) or who are qualified permanent residents as defined by California Civil Code section 51.3, as amended.

A. Qualified Permanent Resident

A qualified permanent resident is a person who 1) was residing with a qualified resident prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the qualified resident and 2) who was 45 years of age or older, was a spouse, cohabitant, or person providing primary physical or economic support to the qualified resident.

A qualified permanent resident also means a disabled person or a person with a disabling illness or injury who is a child or grandchild of the qualified permanent resident who needs to live with the qualified permanent resident because of the disabling condition, illness or injury.

B. Occupancy Limitation Based on Disability

For any qualified permanent resident whose disabling condition ends, the Board of Directors may require the formerly disabled resident to cease residing in the unit upon receipt of six (6) months' written notice. The Board may allow the person to remain a resident for up to one year after the disabling condition ends.

C. Occupancy Limitation Based on Threat

The Board of Directors may take action to prohibit or terminate occupancy by a qualified permanent resident if the Board finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others that cannot be reasonably ameliorated; provide,

Section IV – Residence Units

however, that such action may be taken only after a due process hearing. Such evidence shall be kept in confidence.

2. LIMITS AND RESTRICTIONS ON PETS

Under Article 9 of the CC&Rs, domesticated 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 when allowed for service animals. An exception is 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 and dog walkers are responsible for removing their pet's excrement from common areas. Waste receptacles are found outside each laundry facility.

Service animals are not pets. A service animal is individually trained to do work or perform tasks for the benefit of an individual with a disability including a physical, sensory, psychiatric, intellectual, or other mental disability. The handler of a service animal is responsible for the care and supervision of their service animal including vaccinations and cleaning up after the animal.

Emotional support animals or comfort animals are often used as part of a medical treatment plan as therapy animals. These support animals provide companionship and sometimes help with depression, anxiety and certain phobias but do not have special training to perform tasks that assist people with disabilities. The Association recognizes that the requirements on service animals also apply to emotional support animals.

3. UNOCCUPIED UNITS

As notified by Owners, 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 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.

Section IV – Residence Units

- 7) Close and lock front door.
- 8) Turn off water to the unit.

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

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

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.

4. SALE AND RENTAL OF UNITS

Before putting a unit on the market for sale or rent, the owner must inform the General Manager. If a real estate agent or a "house sitter" is used, the owner must inform them of the Association's admission requirements, governing documents, and the following restrictions.

A. Real Estate and 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. Permanent style signs with sign posts are not allowed at the Carmel Valley Road entrance. 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.

B. Broker Open Houses

Broker open houses may be arranged for inspection by real estate agents. On the appointed day, real estate agents will be admitted through the gate during the specified hours upon presentation of their business cards. Small portable "Open House" signs are allowed at the entry of the unit for Open House showings.

C. Showing a Unit

An occupied unit may be shown only by appointment with the occupant or real estate agent or by a prearranged open house.

Section IV – Residence Units

A vacant unit may be shown by a buyer's licensed real estate agent who presents their 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.

D. Unit in Escrow

Once a unit is in escrow and buyer contingencies have been officially released, within 24 hours, the owner of the unit is to ensure that the prospective buyer submits to the General Manager a completed Application for Ownership or Occupancy form.

SECTION V REMODELING AND LANDSCAPE ALTERATION

The Association's 2024 Restated Declaration of Covenants, Conditions and Restrictions (CC&Rs), in Article 5, Section 5.1, provides that no renovations by or on behalf of a Member in or to any Unit, Common Area, or Exclusive Use Common Area are permitted until plans and specifications have been submitted to and approved in writing by the Building & Grounds (B&G) Committee or Board.

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.

The Association's commitment to protect resident's rights to the quiet enjoyment of their homes requires all residents to ensure that their actions do not unduly disturb their neighbors. Therefore, adherence to the requirements and specifications in this Section is mandatory.

1. THE BUILDING & GROUNDS (B&G) COMMITTEE

A. Purpose and General principles

The Building & Grounds Committee (B&G) promotes continuity, consistency, fairness, and reasonableness of actions concerning the buildings and grounds of Del Mesa Carmel. It is the purpose of the Building & Grounds Committee to promote the preservation and improvement of the architectural style of Del Mesa Carmel grounds and buildings for the safety, comfort, and enjoyment of all residents, and to protect their investments therein.

Decisions and recommendations of the B&G committee are based on considerations of maintaining architectural and landscaping integrity, prioritizing fire safety, fire and drought resistance, water conservation, reduced ongoing landscaping maintenance costs and defensible space requirements; 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

Section V – Remodeling and Landscape Alteration

structures of all buildings, parking areas, signs of all types, and systems and procedures for collection and disposal of trash and debris.

The B&G committee may define routine remodeling or landscape alteration requests that may be granted by the chair of the committee with the concurrence of at least one other member. This “Chair Plus One” approval is usually done to expedite a remodeling project, especially if an owner needs to book a contractor quickly and the job is fairly straightforward, such as flooring or tile work. All other requests require the approval of a majority of the committee.

The B&G 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.

B. Responsibility and Authority

The Bylaws of the Association establish the B&G Committee and define its responsibilities pertaining to both grounds and building issues.

Additionally, **the Board of Directors has authorized the B&G committee to take final action, in the name of the Board, on those requests which conform 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.

C. B&G Committee Meetings

Regular meetings are generally held once each month. Special meetings may be called as necessary. In addition to the General Manager, the Landscaping & Grounds Supervisor and the Maintenance Supervisor may participate in committee meetings. Some questions may be resolved for expediency between meetings by mail or telephone canvas of members.

The committee cooperates with the House Committee, the Emergency Preparedness Committee, and the Finance Committee on problems of mutual concern.

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

2. GENERAL REMODELING POLICIES AND APPLICATION PROCEDURE

Before any owner undertakes any remodeling, the owner must secure approval of the General Manager and Building & Grounds Committee by submitting a DMC Remodeling Request Form. The form includes a description of the proposed work and contractor information. A copy of the form may be obtained from the Front Desk, along with a copy of the Remodeling Requirements and Specifications supplement to these Ground Rules. The Remodeling Request Form also can be found on the DMC Resident Portal website.

Remodeling 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.

Walls that are set back more than the typical exterior building wall may 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.

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

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. A request 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.

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.

A. Submission of Remodel Request

Remodeling requests are considered by the Building & Grounds Committee at monthly meetings. Complete request forms must be submitted to the Front

Section V – Remodeling and Landscape Alteration

Desk one week prior to the meeting date to be considered that month and must include the following:

- 1) A detailed description of the proposed work, with an itemized list of the project elements, structural details and materials to be used, current photos, blueprints, architectural drawings, proposed design or look to be accomplished.
- 2) Identification of the licensed contractor who will be hired to do the work, including the contractor's name, license number, address, phone number, liability insurance carrier.
- 3) A copy of the contractor's certificate of insurance and worker's compensation.
- 4) Owner signature agreeing to:
 - Secure a Monterey County Building Permit with approved drawings stamped by the Monterey County Building Inspection Department, if required by the Monterey Building Department and the Maintenance Supervisor, and provide the permit to Del Mesa prior to work commencement.
 - Be responsible for the quality of the work and material, and for payment of all future repairs and maintenance resulting from the work; and agreement to hold DMC Community Association harmless from and indemnify it against any loss, damage or liability resulting from the work.

No request form 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. 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.

B. Review of Remodeling Request

The General Manager shall review the request form and submit it together with a recommendation to the Building & Grounds Committee for approval (with or without conditions) or for disapproval. The owner making the request will receive a written response within seven (7) days of the meeting at which the remodeling request is considered by the Building & Grounds Committee.

Section V – Remodeling and Landscape Alteration

C. Approval of Remodeling Request

If the remodeling project is approved:

- 1) The unit owner secures the permit, if required by the Monterey County Building Department, and submits it to the Maintenance Supervisor for final approval before work begins.
- 2) The unit owner receives and posts the DMC Certificate in front door/window during project to reflect proper approvals have been secured.
- 3) The unit owner ensures that work is done between 8 a.m. and 5 p.m. on weekdays, and that no work is done on the weekend or holidays.
- 4) The Maintenance Supervisor oversees the project, checks in during the work to ensure compliance and reviews the completed project to ensure any appropriate modifications are completed.
- 5) Once the project is finished, the owner returns DMC Certificate to the Front Desk, noting completion date.
- 6) The Maintenance Supervisor inspects/schedules inspection of the completed project, and determines any next steps.

D. Disapproval of Remodeling Request

If the remodeling project is not approved:

- 1) Incomplete request forms are returned to the unit owner noting missing information; the owner can resubmit the completed request form.
- 2) The unit owner can address items identified in “approved with conditions” situations, and resubmit the request form.
- 3) The unit owner can appeal a disapproved or approved with conditions decision to the Board of Directors within 30 days. That appeal will be heard at an open meeting of the Board.

3. SPECIFIC REMODELING POLICIES

A. 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 deck 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:

Section V – Remodeling and Landscape Alteration

- 1) They shall not exceed 6 feet in height above the deck floor, and that portion of the windbreak 42-inches or more above the deck floor shall not create a visual barrier or obscure the view in any direction.
- 2) They shall not interfere unreasonably with the views of neighbors.
- 3) Their structural strength shall meet the approval of the County Building Inspector.
- 4) Wood panels shall be of the same design and material used in the original construction.
- 5) No cover between the roof line and the windbreak is permitted.
- 6) 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.

B. Roofs

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

C. 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 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 owner's expense.

D. 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.

Garden supplies, tools, related materials, 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.

Section V – Remodeling and Landscape Alteration

E. Space 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.

F. 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.

G. Skylights

Skylights shall be limited in size to 2 x 3-foot maximum. The panel must be flat tempered glass or code approved safety glass and the frame anodized bronze aluminum. Skylights using 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.

H. Greenhouse Windows

Greenhouse windows are not permitted. A greenhouse window is used to create a miniature greenhouse-like environment in which to grow plants or display objects. A bay window, on the other hand, is not designed to create greenhouse conditions. A bay window extends off of the house, but to a more shallow degree than a greenhouse window.

Section V – Remodeling and Landscape Alteration

I. Decks and Common Area Adjoining Units-Defensible Space

Cal Fire defines Defensible Space as the buffer between a structure and the surrounding area. Adequate defensible space acts as a barrier to slow or halt the progress of fire that would otherwise engulf the structure. It also helps ensure the safety of firefighters defending property. Zone 0 is the first five feet from a building. In no case should the 5-foot defensible space be encroached upon by furniture, decorative items, or plants (except succulents in unaffixed terracotta or stone pots).

- 1) Plant containers must not directly contact or be attached to any wooden surface of the structure. Plant containers may not be hung in trees or shrubs, or from building eaves. 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.
- 2) Upon approval of the Building & Grounds Committee, floodlighting of trees or plants may be permitted on the rear side of perimeter units only.
- 3) Outdoor furniture, ornamentals and statuary may not be placed in common areas adjacent to a resident's home nor on lawns or where it might impede landscaping care. Exceptions may be made with Building & Grounds Committee approval. Approved exceptions outside the defensible space Zone 0 should be nonflammable.
- 4) Plant containers should not be placed directly on decks. Spacers should be used under pots and planters to permit ventilation.
- 5) 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 beds, 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.

Section V – Remodeling and Landscape Alteration

- 6) 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 item C, above.

J. 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-inches 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 not 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.

K. 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.

L. Unreasonable Use of Decks and 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. Placement on decks and other exclusive use areas of any object greater than 50 pounds must be approved by the Maintenance Supervisor.

M. Existing Recessed Walls

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

Section V – Remodeling and Landscape Alteration

N. 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-feet 6-inches from the face of any exterior building wall.

O. Front Doors

Recognizing that the appearance of the front door is as individual as the selection of the interior décor, the Committee permits a wide latitude in the selection of the design and color of the front door. However, the Committee still requires a request 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 grillwork shall be of a simple design.

P. 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.

Q. 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

Section V – Remodeling and Landscape Alteration

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.

When there is a change in ownership, Satellite Antennas must be removed by the seller if the buyer does not want the service.

R. Flooring

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 (Δ 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 of 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 & Grounds Committee.

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.

4. BUILDING PERMITS AND EMPLOYMENT OF LICENSED CONTRACTORS

The owner will be required to use a licensed contractor for remodeling or additions. The committee will rely on the owner and his contractor to obtain a building permit (if required) 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 certification of inspection. **A copy of this certificate shall be delivered to the General Manager for filing with the permanent record relating to the unit.**

A. Independent Expert Reports and Inspections

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

- 1) Before the work commences, the owner at their 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 their 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.

B. Defective or Unauthorized Work

The committee may order the owner at their 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 Article 7, Section 7.10 in the CC&Rs. 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 11 of the CC&Rs.

C. Regulations Applicable to Owners, Contractors and Workers

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 their contractor before commencing work:

- 1) All contractors must comply with state and local license requirements, state worker's compensation law, and all state and local building codes.
- 2) All contractors shall be held responsible for any damages caused by their workers.
- 3) Workers 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 weekdays. 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.
 - (b) Removing debris left elsewhere on Del Mesa property.

With the permission of the Maintenance Supervisor, an owner may install a temporary dumpster in the nearest parking area at their own expense, with advance notice to neighbors, and for a length of time to be determined.

- 8) When the project is complete, the 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.

Section V – Remodeling and Landscape Alteration

- 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.

5. GENERAL LANDSCAPE ALTERATION POLICIES & APPLICATION PROCEDURE

It is the policy of the Association that all landscaping be done under the control and direction of the Landscaping & Grounds Supervisor. Residents desiring any changes in the landscaping around their unit must submit a written request using a landscape alteration request form. The form includes a description of the request and who pays for the effort. A copy of the form may be obtained from the Association office and found on the DMC Resident Portal website. Reference is made to Section II as to the landscape services provided by the Association.

A. Submission of Landscaping Alteration Request

Landscape alteration requests must prioritize fire safety, fire and drought resistance, water conservation, reduced ongoing landscaping maintenance and defensible space requirements. Landscape alteration requests should not be submitted with the goal of addressing privacy issues, which should be handled with inside window coverings.

Landscape alteration request forms are considered by the Building & Grounds Committee at monthly meetings. Complete request forms must be submitted to the Front Desk one week prior to the meeting date to be considered that month and must include:

- 1) A detailed description of the requested changes with an itemized list of the elements, photos and/or sketches of the requested changes.
- 2) Suggestion of how costs will be covered: by owner, by DMC, shared (with description of how costs will be split).
- 3) For owner and shared cost projects (as appropriate), identification of the licensed landscape expert who you are hiring to do the work, including the expert's name, license number, address, phone number, liability insurance carrier.
- 4) A copy of the expert's certificate of insurance and worker's compensation (as appropriate).
- 5) Signatures of all neighbors, adjacent and in line of sight, as to whether they agree with the changes.
- 6) Owner signature agreeing:

Section V – Remodeling and Landscape Alteration

- To hold DMC Community Association harmless from and indemnify it against any loss, damage or liability resulting from the work.
- To indemnify DMC for any future costs or liability that occurs resulting from the changes.
- That any plants, trees, etc. purchased by the owner become DMC property.

B. Review of Landscape Alteration Request

The General Manager shall review the request form and submit it together with a recommendation to the Building & Grounds Committee for approval (with or without conditions) or for disapproval. The owner making the landscape alteration request will receive a written response within seven (7) days of the meeting at which the request is considered by the Building & Grounds Committee.

C. Approval of Landscape Alteration Request

If the landscape project is approved:

- 1) The unit owner contacts the Landscaping & Grounds Supervisor to arrange a meeting (with a hired expert, if needed) to review DMC procedures, before work begins.
- 2) The unit owner receives and posts the DMC Certificate, if required by the Landscaping & Grounds Supervisor, in front door/window during project to reflect that proper approvals have been secured.
- 3) The unit owner ensures that no work is done by contractors on the weekend or holidays.
- 4) The Landscaping & Grounds Supervisor oversees the project, checks in during the work to ensure compliance and reviews the completed project.
- 5) Once the project is finished, the owner returns the DMC Certificate to the Front Desk, noting the completion date.
- 6) The Landscaping & Grounds Supervisor inspects completed project; determines any next steps.

D. Disapproval of Landscape Alteration Request

If the landscape request is not approved:

- 1) Incomplete forms are returned to the unit owner noting missing information; the owner can resubmit the completed form.

Section V – Remodeling and Landscape Alteration

- 2) The unit owner can address items identified in “approved with conditions” situations and resubmit the form.
- 3) The unit owner can appeal a disapproved or approved with conditions decision to the Board of Directors within 30 days. That appeal will be heard at an open meeting of the Board.

6. SPECIFIC LANDSCAPE ALTERATION POLICIES

The landscaping goal is to restore and showcase Del Mesa’s inherent architectural style, while prioritizing fire safety, water conservation, and reduced ongoing maintenance. Existing plants and shrubs will be repurposed when possible, and water wise, organic, native, pollinator-friendly, and fire-resistant varieties will be introduced. Del Mesa will conform to California’s defensible space requirements.

A. Inspection of Trees

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

B. 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.

C. Individual Request 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.

D. Removal, Trimming or Planting of Trees

- 1) 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.

Section V – Remodeling and Landscape Alteration

- 2) Trees designated as dangerous or as fire hazards will be removed or trimmed as quickly as possible. Approval of the Building & 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.
- 3) Individual requests from residents for tree maintenance should be put on a landscaping alteration request form. The form includes a description of the request and who pays for the effort. A copy of the form may be obtained from the Front Desk and found on the DMC Resident Portal website. This will be forwarded to the Building & Grounds Committee by the General Manager after comments have been received from the Landscaping & Grounds Supervisor.
- 4) 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 opinions 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 & Grounds Committee to preserve and enhance the beauty of Del Mesa for the benefit of all and to prioritize fire safety, reduced ongoing landscaping maintenance and defensible space requirements.
- 5) As a general rule, the Association will pay for removal and/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 & 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.

E. Artificial Flowers, Statuaries and Ornaments

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 ornaments may not be placed in any common area other than the immediate proximity of the entry area of a unit unless an exception is

Section V – Remodeling and Landscape Alteration

granted by Building & Grounds. Unless approved by B&G, outdoor statuary and bird baths must be removed when ownership of the unit transfers.

F. Fences

Additional fences, or the expansion of fenced-in areas, are approved only by the Buildings and Ground Committee (B&G). All grounds are common areas and should be left open and unobstructed for all to enjoy.

Fences, not to exceed 6-feet 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 consistent HOA design as mandated by the Association, and the outside shall be painted at the Association's expense. Should an existing fence be designated in disrepair, such fence must be repaired or removed. Such designation will be assigned by the General Manger, in consultation with B&G and as approved by the Board. Removal of the fence will be at the expense of the unit owner. A fence replacement request should be submitted to B&G with the landscape alteration request form. The design and material of the fence will be assessed by the committee based on fire wise material, height, and overall fire abatement assessment.

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.

G. Path Lights

Path lights that are out should be covered with a bag and reported to the office. Owners may purchase and install small solar powered path lights, around their unit entrance walkway, that don't exceed 4 inches in height and are not objected to by neighbors.

H. Signs

Unless otherwise authorized by the Building & Grounds Committee, all name signs on units shall conform with the Del Mesa Carmel standard (4-inches x 14-inches) 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. Refer to Sale and Rental of Units, concerning regulation of "For Sale" signs.

Section V – Remodeling and Landscape Alteration

I. 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. The Association maintains open space pursuant to local, state, and federal codes and regulations.

J. Vines and Pruning

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.

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 windowsills, deck railings, and eave lines, as appropriate. Exceptions will be kept to a minimum.

K. Concrete Surfaces

The Association repairs minor cracks and patches small areas in original concrete entryways, steps, and patio slabs. Repainting of surfaces painted by the Association is the responsibility of the Association.

SECTION VI GUEST UNIT PROCEDURES

In order to ensure the rules governing the use of Del Mesa 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 RULES AND RESTRICTIONS

Reservations may be made on a first-come, first-served basis by any owner or permanent resident. 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. (The General Manager may approve exceptions to these limits, if vacancies exist.)

Reservations for relatives or close friends of residents may be made up to a maximum of 4 months prior to the date of arrival.

Rooms for business clients of residents may be reserved one month prior to the date of their arrival.

Waiting lists will be handled on a first-come, first-served basis.

A confirmation receipt will be issued that must be signed and returned to the office within 48 hours before any reservation is finalized.

2. CANCELLATIONS

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.

Normally, Guest Units require a 48-hour cancellation prior to the date of arrival (no later than 4:00pm two (2) days prior to the arrival date). Should a room be cancelled 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 used, the resident will not be charged.

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 used.

3. SPECIAL PROCEDURES FOR HIGH-DEMAND PERIODS

A. Thanksgiving and Christmas weeks

Reservations for the two most popular holiday periods, Thanksgiving and Christmas weeks (defined as three days before and after the holiday), may be made up to a maximum of 4 months prior to the date of arrival and 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.*

B. Special events held in Monterey/Carmel area

A lottery system and increased room rates may be used for certain events such as 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.

Increased room rates and a minimum day occupancy requirement will be established for each special event based on market comparison.

C. Lottery Procedures for Special Events

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. Sign-up 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.

Section VI – Guest Unit Procedures

- 1) 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.
- 2) 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.
- 3) A 25% non-refundable deposit is required at the end of this five-day period to guarantee the reservation.
- 4) 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.

4. MISCELLANEOUS GUEST UNIT RULES

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

Check-in time is 3:00pm and check-out time is 11:00am.

Smoking and pets are not permitted in the Guest Units. If a room is left with an odor of smoke or pets, the sponsoring resident will be charged a cleaning fee. 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.

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 Desk 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 dashboard during their Del Mesa visit.

SECTION VII MISCELLANEOUS

1. **PEST CONTROL**

A. 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 Maintenance once, annually. Thereafter, each resident is responsible for any additional ant control or eradication measures taken in the unit.

B. 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. This control is limited to the use of traps, since rodenticides contain chemical substances that are harmful to residents and their pets.

C. 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.

2. **BARBECUES**

Barbecuing is permitted only on unit decks or patios. Barbecues using fuels other than propane, natural gas or electric barbecues in U.L.-approved receptacles designed for such purposes, shall not be used on unit decks.

3. **FUNDRAISING**

Individuals and organizations regularly raise funds for a variety of causes, many supported by DMC members. The facilities and personnel of Del Mesa Carmel are not to be used to raise funds, except as authorized by the Board of Directors or the General Manager, as described below.

Section VII – Miscellaneous

A. Fundraising from Members

DMC committees may collect donations for projects that benefit members. However, door-to-door solicitations are not allowed. Paper messages may be sent to residents as provided in Section II.3.D, Contacting other Residents. DMC communications may include fund solicitations.

B. Fundraising Events at Del Mesa

Fundraising events may be scheduled in the Del Mesa clubhouse facilities under terms as described in Section III.1, Club Mesa. A member/resident sponsor is required. Woody's at Del Mesa offers their facilities for fundraising events; planners of such events should coordinate with the Woody's Restaurant Manager on Duty.

4. ELECTRIC VEHICLES

The following procedures must be adhered to by the owner of any electric vehicle (EV) prior to using any Del Mesa power outlet to charge an EV. The term Electric Vehicles applies to vehicles of any size, whether all-electric or plug-in hybrid.

There are three types of charging stations for EVs. Level 1, also known as “trickle charging”, uses a standard household 110-VAC grounded outlet and takes longer to charge than Level 2. Level 2 uses an upgraded 240-VAC outlet and charges much faster. Level 3 is for commercial charging stations and uses a special 480-VDC circuit. Level 3 charging is not available at Del Mesa.

A. Approval prior to any EV charging

EV owners must obtain approval from the GM prior to any EV charging, whether using any outlet to charge their vehicle, including an outlet near their assigned carport parking spot, or installing a Level 2 charging device. Charging an EV, even in a standard household 110-VAC grounded outlet (defined as Level 1 charging), may overload the circuit because each carport may not be wired to provide sufficient amperage. Staff will assess whether the EV can be safely charged.

As part of the approval process, Residents with EVs will be asked to sign a waiver holding DMC Community Association harmless from and indemnify it against any loss, damage or liability resulting from their vehicle.

B. EV charging Fees

As part of the approval process, EV Owner will be requested to sign an agreement to pay a fee for their use of electricity to charge their vehicle. That fee will be established by the GM with the approval of the Board of Directors.

C. Unauthorized Charging

Charging an EV without prior approval is prohibited. Residents will be assessed a fee, to be determined by the GM and the BOD for each occurrence of unauthorized EV charging.

D. Additional rules for Level 2 EV Charging

- 1) **Public Charging Stations.** In the future, the Association may install a charging station in the common area for the use of all members, guests, and visitors. Any fees associated with the use of this charging station will be set at the time of its installation.
- 2) **Exclusive-use Charging Stations.** EV owners may submit a request to the Building & Grounds committee to install a new Level 2 charging system near their assigned carport parking spot. The owner must schedule a consultation with a licensed electrical contractor and the Maintenance Supervisor to evaluate the charging capacity of the electrical panel servicing the owner's carport. If such capacity does not exist, the request will not be approved. A separate circuit and electrical outlet must be installed for each EV charging station. The installation of the dedicated circuit, outdoor outlet, and charging system will be paid for by the owner, with the outlet cover clearly identified for the exclusive use of the EV owner.
 - a) If approved, the EV owner shall be responsible for all costs associated with the installation, operation, maintenance, repair, removal or replacement of such an EV charging station, and for any damages resulting from installation of the station. If service upgrades to the electrical distribution system are required before the EV can be safely charged, it is the owner's responsibility to pay for the cost of the upgrades as well as any required permits.
 - b) After installation, the EV owner will receive a Certificate of EV Registration from the GM before charging a vehicle. The Certificate will be issued upon receipt of a certificate of insurance

Section VII – Miscellaneous

naming the Association as an additional insured under the homeowner's insurance policy.

- c) If approved, the EV Owner agrees to pay a fee for their use of electricity to charge their vehicle. That fee will be established by the GM with the approval of the Board of Directors.
- d) The charging station remains the property of the unit owner for their exclusive use at their assigned carport parking spot. If the owner sells their unit, they may choose to remove the charging station or include it with the unit as sold.

If the charging station is to be removed, the owner shall be responsible for all costs associated with the removal and for any resulting damages.

If the charging station is to be sold, the new owner must renew permission and agree to pay the approved fee and provide the GM with a certificate of insurance, naming the Association as an additional insured under the homeowner's insurance policy. It is the responsibility of the selling owner to disclose these responsibilities to the new owner prior to the sale.

5. USE OF SMALL VEHICLES

Residents and their guests shall not operate small vehicles (golf carts, electric bicycles, etc.) on any sidewalk or across any lawn at Del Mesa, except to the extent necessary to gain access to the nearest road. Other exceptions may be authorized by the General Manager or the Board of Directors for medical purposes. Scooters or other small vehicles may be driven on sidewalks. No special provisions will be made/approved to accommodate parking golf carts on Association common area.

6. DRONES

No person may fly a drone (identified by the Federal Aviation Administration as an Unmanned Aircraft System or UAS) within the development without the prior written approval of the General Manager. The drone may not be operated in a way that will invade the privacy of any resident or guest or otherwise interfere with anyone's quiet enjoyment within the development.

Flying a drone within the development is further restricted due to our proximity to Monterey Regional Airport. Any person requesting approval to fly a drone must prove that they have met the requirements of the FAA. (Recreational flyers can

Section VII – Miscellaneous

refer to the FAA’s “drone zone” website faadronezone.faa.gov). The drone must be registered with the FAA. The drone operator must have successfully completed a drone safety test. Furthermore, prior to the flight, the applicant must gain clearance by using one of the available “B4UFLY” apps certified by the FAA.

7. COMMITTEES, CLUBS, AND ASSOCIATIONS

Del Mesa’s Homeowner (HOA) committees play a vital role in supporting the Board of Directors by focusing on specific areas such as finance, strategic planning, enrichment, building and grounds and community events. Governed by charters that outline their responsibilities and authority, these committees ensure alignment with the HOA's overall goals and regulations. By accomplishing tasks and offering specialized expertise, they enhance decision-making and operational efficiency, helping the Board manage the community effectively while promoting homeowner engagement.

The Board of Directors appoints each committee of the association, names the chair and approves the members of each committee. The Board may temporarily discontinue or deactivate a committee for cause.

The Board is responsible for specifying the duties of each committee in its charter and may modify these duties as circumstances dictate. The creation or modification of a charter is a joint effort between the Board and the committee, with the Board retaining final authority. Committee members are encouraged to comment on draft charters or their modification, or otherwise provide input or proposals to the Board. Committee members also review the charter as necessary and recommend any changes to the Board.

Del Mesa’s website and Appendix B identify committees and other groups.

GLOSSARY

These Ground Rules use certain terms from the 2024 restated CC&Rs. More detailed or precise definitions are found in the 2024 Restated CC&Rs:

Common Area means those portions of the development which are not considered a part of any Unit, including specifically: ground beneath Units; streets, roadways, drives, walks, alleys, sewers, electrical, water, gas and telephone services, walls, ceilings and fixtures; parks, pathways, planted and landscaped areas, sprinkling systems, open spaces, gates, and community facilities which are set aside for the benefit and enjoyment of all Unit owners.

Exclusive Use Common Areas means those portions of the Common Area which serve a single Unit, including but not limited to attics, balconies, patios, decks, assigned carport parking spaces and storage closets, heating, ventilation, and utility lines, whether located inside or outside the boundaries of the Unit.

Owner means the owner of a condominium within the development as evidenced by a publicly-recorded deed to the condominium. The terms owner and member are synonymous. Where the governing documents impose restrictions on a member, the restriction also applies to member's tenants, and member's and tenant's family, guests and invitees.

Unit means those elements of a condominium which are not owned in common with the owners of other condominiums in the development. Each Unit includes the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors thereof, 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, subflooring, roofs, foundations, central heating, pipes, ducts, other flues, conduits, wires, and other utility installations, wherever located, except the outlets thereof when located within the Unit.

**APPENDIX A
GROUND RULES CHANGE HISTORY**

Every page in the DMC Ground Rules carries a date. The restated Ground Rules were dated 05/29/2025, the date on which the Board of Directors approved the document. Whenever an amendment to these Ground Rules is approved, it is documented in this Appendix, by the date on which the Board approved the change, the section changed, the page(s) affected, and a summary of the change.

Approval Date	Section Affected	Page(s) Affected	Change Summary
01/29/2026	Table of Contents	vi, viii	Add item K, Concrete Surfaces to Table of Contents page
10/30/2025	Section I, Subsection 2, Harassment, item B, Member Disciplinary Policy	3	New law AB 130 limits fines
10/30/2025	Section I, Subsection 8, Enforcement of Ground Rules, items 3) and 4)	10, 10A	New law AB 130 limits fines, except where violations affect health or safety
12/18/2025	Section V, Subsection 1, item B, Responsibility and Authority	37	Remove specific Bylaws reference
10/30/2025	Section V, Subsection 6, Specific Landscape Alteration Policies, item F, Fences	53	Change in description of allowed fence alterations and in authorization to require repair or removal
01/29/2026	Section V, Subsection 6, Specific Landscape Alteration Policies, item K, Concrete Surfaces	54	Add responsibility for repair of concrete surfaces
10/30/2025, 12/18/2025 01/29/2026	Appendix A, Ground Rules Change History	64	Changes require history
12/18/2025	Appendix B, EPC and Activities Committee	65	Change EPC description and typo (While should be White)

APPENDIX B COMMITTEES, CLUBS, AND ASSOCIATIONS

The DMC website maintains the current list of Del Mesa committees, clubs and associations, including their charters that outline their purpose, responsibilities and authority. Such organizations are established by the Board of Directors, who approves their charters, membership, and chair.

COMMITTEES

ad hoc Appreciation Fund Committee

The Appreciation Fund provides residents with a way of voluntarily helping to improve Del Mesa's physical appearance or obtain new equipment for community use by submitting proposals as well as donations to fund them.

Activities Committee

The Activity Committee promotes social interaction in our community by organizing and hosting a variety of social activities and gatherings throughout the year. These are partially funded by the proceeds of sales at our **White Owl Boutique** (located in the Arts and Crafts Center) and Pantry Sale, Bingo and donations from residents.

Building & Grounds Committee

The Building & Grounds Committee provides support to the Board of Directors on matters concerning the preservation and improvement of Del Mesa and to ensure that any changes conform to current Ground Rules to protect and maintain the community's architectural integrity and aesthetic appeal.

Emergency Preparedness Committee (EPC)

The Emergency Preparedness Committee helps Del Mesa residents respond to a community emergency. The committee assess wildfire risks and oversees the FireWise Program through Cal Fire and the National Fire Prevention Association.

Enrichment Committee

The Enrichment Committee makes available to residents a variety of cultural experiences designed to enhance and enrich life at Del Mesa by bringing accomplished musical artists through the "Music on the Mesa" program and by inviting stimulating speakers.

Appendix B – Committees, Clubs, and Associations

Finance Committee (FinCom)

FinCom assists the Board of Directors in exercising its fiduciary responsibility of overseeing the financial affairs of the Association by recommending and monitoring financial reports, policies, goals, budgets and vendors' contracts.

Governing Documents Committee

The Governing Documents Committee assists the Board of Directors in updating the DMC Community Association's governing documents (i.e., CC&Rs, Bylaws and Ground Rules) to reflect changes in the law, modernize the document, and ensure consistency across documents.

House Committee

The House Committee assists the Board of Directors and General Manager in maintaining the aesthetic appeal of the Clubhouse and Guest Units in accordance with the DMC Vision, Mission and Core Values.

Life Care Committee

Life Care supports Del Mesa residents in maintaining their well-being and independent living by offering up-to-date information addressing health and fitness, relevant financial and legal issues, transportation options and local resources and referrals to meet changing personal needs.

Strategic Planning Committee (SPC)

The Strategic Planning Committee's purpose is to assist the Board of Directors in developing a plan for Del Mesa's long-term success and sustainability.

Welcome Committee

The Welcome Committee assists the Board of Directors in welcoming new residents and helping them become better acquainted with Del Mesa Carmel through a social "getting to know you" that will provide information on the various opportunities for new residents to meet their neighbors and get involved in the community.

CLUBS & ASSOCIATIONS

These Clubs and Associations offer Del Mesa residents additional resources and opportunities, some for a nominal fee.

Arts & Crafts Association

The Arts & Crafts Association is open to members interested in the arts and to practicing artists who wish to participate in the Gallery showings and/or use the Art Center at DMC. Receptions and activities are planned based on interests of

Appendix B – Committees, Clubs, and Associations

members. The annual Holiday Exhibit and Bazaar provides members with an opportunity to display, discuss, and sell their work.

Green Thumb Association

The Green Thumb Association is open to gardeners who focus on sustainability and are dedicated to creating a tranquil space for all Del Mesa residents to enjoy. Visitors are welcome and information about the garden is readily available. The Association has a fifty-year history of gracing the Clubhouse lobby and halls with flowers.

Lawn Bowling Club (LBC)

The Lawn Bowling Club is for men and women who want a sport that provides moderate exercise, light competition, socializing during and after matches and lots of fun. More information can be found at www.dmclbc.org.

Library Association

The Library Association maintains a large collection of books, magazines, newspapers and videos available to residents in Del Mesa's library.

Sustainable DMC Association

The Sustainable DMC Association's mission is to inspire and facilitate environmental stewardship within the Del Mesa Carmel community.

Woodpeckers Club

The Woodpeckers Club offers its members access to a large woodworking workshop well equipped with a broad range of both power and hand tools and with some 120 square feet of bench space.