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DE LA VINA TOWNHOUSES

DECLARATION OF PROTECTIVE RESTRICTIONS

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DELA VINA TOWNHOUSES  
DECLARATION OF PROTECTIVE RESTRICTIONS

THIS DECLARATION is hereby made on the date hereinafter set forth by DELA VINA INVESTMENTS, a Limited Partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property located in Monterey County, California, which is more particularly described in Exhibit "A" attached to this Declaration; and

WHEREAS, said real property is a planned development as defined in Section 1103 of the California Business and Professions Code; and

WHEREAS, it is Declarant's intention to impose upon said real property mutually beneficial restrictions under a general plan of improvement for the benefit of all parcels in said planned development and the owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of said real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

PROPERTY SUBJECT TO DECLARATION

The real property subject to this Declaration which is hereinafter referred to as "said property" or "subject property" is situated in Monterey County, California, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

ARTICLE II

DEFINITIONS

Certain terms as used in this Declaration, the deeds conveying the lots and maps filed for record pertaining to this real estate development shall be defined as follows, unless the context clearly indicates a different meaning therefor:

1. Declaration. This Declaration, as the same may be amended, changed or modified from time to time as provided herein.
2. Association. THE DELA VINA TOWNHOUSES ASSOCIATION, an unincorporated nonprofit association, and its successors.
3. Board. Board of Directors of THE DELA VINA TOWNHOUSES ASSOCIATION as that Board shall be defined and constituted by the Bylaws of that Association.

4. Lot. The elements of the real estate development which are not owned by the Association and which are designated as lots number 1 through 12, as shown on the subdivision map referred to in Exhibit "A" attached hereto, including the residential unit located on each such lot, or the lots designated on the subdivision map of any other property subsequently subjected to this Declaration.

5. Common Area. All parts of the real estate development described in Exhibit "A" not included within any lot or owned by the Association shall be constituted "common area" which shall be owned by the Association for the use and benefit of the Association and the members thereof.

6. Owner. The record owner of any lot or lots as shown on the records of the County Recorder of the County of Monterey, California, including the Association and Declarant, insofar as they hold title to any portion of the subject property, but excluding those holding such title merely as security for the performance of an obligation.

7. Recorded, Recording and of Record. Recorded, recording and of record in the office of the County Recorder of Monterey County, California.

8. Unit. A single-family residential dwelling located on a lot and designated for occupation by not more than one family.

ARTICLE III

RESTRICTIONS ON THE USE AND OCCUPANCY OF PROPERTY

Section 1. Uses of Property.

A. No lot shall be used, except for single-family residential purposes. The restrictions contained in this Section 1, to the extent that they are more restrictive than local ordinances, shall take precedence over such local ordinance, unless in violation thereof.

B. The common area shall be used for recreational, social, pedestrian and vehicular movement and other purposes authorized under this Declaration.

C. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

D. No recreational vehicle, boat, boat trailer, motorhome, housetrailer, truck trailer, campershell or other recreational vehicle or device (except a campershell when mounted on a vehicle and used on a regular basis as a general transportation vehicle) shall be parked or stored on any portion of the subject property.

E. No vehicular parking other than temporary parking shall be permitted on the subdivision streets and driveways. Temporary parking shall be permitted only in areas designated for such parking. Temporary parking shall mean parking of delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association, or the owners, and parking of vehicles belonging to or being used by the owners or their guests for loading or unloading purposes.

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F. No shed, tent or temporary building shall be erected, maintained or used on any portion of the subject property, provided, however, that temporary buildings for use and used only for purposes incidental to the initial construction of improvements and dwellings on any portion of the subject property may be erected, maintained and used, provided that said temporary buildings shall be promptly removed upon the completion of such construction work.

G. The raising and/or keeping of horses, cattle, sheep, pigs, goats, hogs and poultry, either in the singular or plural number, for pleasure or commercial gain, upon any part of the property subject to this Declaration is prohibited. Cats, dogs, bird and fish may be kept as household pets upon the subject property, provided that they are not kept, bred, or raised thereon for commercial purposes, or in unreasonable numbers as determined by the Association from time to time. All dogs shall be kept on a leash when not within the enclosed area of a lot.

H. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of said property and no odor shall be permitted to arise therefrom which is or may become detrimental to any of the property in the vicinity thereof and the occupants thereof and no nuisance shall be permitted to exist upon any portion of said property which is offensive or detrimental to any property in the vicinity thereof or to its occupants.

I. No building or structure upon the property covered by this Declaration shall be permitted to fall into a state of disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted. The Association may, under circumstances set forth in Article IV, Section 1(b), make repairs or perform maintenance to units at the expense of owner; provided, however, that no owner may be specifically assessed pursuant to this provision for maintenance or repairs to the exterior of a unit which are the obligation of the Association.

J. No improved yards of units shall be permitted to deteriorate in appearance so as to detract from the neighborhood. Should the Association determine that a lot, yard or unit is being permitted to become unsightly or hazardous, they shall notify the owner in writing of the deficiencies. If these deficiencies have not been corrected within sixty (60) days, the Association may correct such deficiencies and levy a special charge against that lot and owner for the costs of such correction under circumstances set forth in Article V, Section 4. No action may be taken pursuant to this provision unless notice and opportunity to be heard have been provided in accordance with Article V, Section 5 of this Declaration.

K. All landscaping of every kind and character, including shrubs, trees, grass and other plantings shall be neatly trimmed, properly cultivated and maintained continuously by the owner thereof, in a neat and orderly condition and in a manner to enhance its appearance.

L. No trees located upon the subject property shall be cut or removed without the prior written consent of the Board, which shall have the right to trim or cut any of said trees at any time to the extent it deems necessary to prevent such trees from obstructing

the view of other property or from constituting a safety or fire hazard.

M. Any owner, his family and servants and his tenants and guests occupying or visiting said premises shall be entitled to the use of all the common areas, subject to the provisions of Article IV, Section 1(J), Article V, Section 3 and Article VI, Section 1(c).

N. Except for a sign of customary and reasonable dimensions, the area of which shall not exceed four (4) square feet and advertising a unit for sale, such sign to be located on such unit, no sign or other advertising device of any character shall be erected, maintained, or displayed upon any portion of the subject property; provided, however, that until all of the units in the subdivision have been sold, Declarant, its agents and designees, may erect and maintain such signs and other advertising devices or structures as it may deem necessary or proper in connection with the conduct of its operations within the subject property.

O. No projections of any type which are attached or affixed to any unit or any other building shall be placed or permitted to remain above the roof of any unit or any other building with the exception of one or more chimneys and one or more vent stacks. No outside television or radio pole or antenna or other electronic device shall be constructed, erected or maintained on any building or on any property within the subject property or connected in such manner as to be visible from the outside of any such building unless and until the same shall have been approved by the Architectural Committee.

P. No unit shall be let, rented or leased, in whole or in part, unless and until there has been submitted to the Association, a true copy of the proposed lease or rental agreement in which the proposed tenants agree in writing to be bound by all of the provisions of this Declaration, the Bylaws and the Ground Rules of the Association. Notwithstanding any agreement between the owner and the prospective tenant to the contrary, the leasing or rental of a unit shall not operate to relieve the owner of the primary responsibility for compliance with all provisions of this Declaration, the Bylaws and the Ground Rules of the Association, including the payment of all charges and assessments as provided therein. No unit shall be let, rented or leased for any period less than ninety (90) days.

Q. Each member shall be liable to the Association for any damage to the common area or to any of the equipment or improvements thereon which may be sustained by reason of the negligence or willful misconduct of said member or of his family, relatives, guests or invitees, both minor and adult.

R. All garbage cans, rubbish bins and similar refuse containers shall be covered, and shall be stored in the garage of a unit, or in a similar permanent enclosure which screens such container from public view. Such containers shall be permitted on the curb only on pick-up days, and shall not be permitted to remain on the curb for more than twenty-four hours.

S. Carports shall be used only for the purposes of parking automobiles, and shall not be converted to living or storage space.

**Section 2. Inseparability of ownership and membership.** It is intended that the ownership of a lot and the ownership of a membership in the Association be inseparable and such membership shall be transferable only by transfer of the owned lot. Ownership of a membership shall not be deemed to create any legal ownership or title

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in the common area. The owner or owners of a membership are by this Declaration granted a license to use the common area and any of the facilities thereon or which may in the future be placed thereon in such manner as is prescribed by this Declaration and the Bylaws of the Association.

**Section 3. General Building, Architectural & Planning Requirements.**

1) No building, deck, fence, wall, roof, or other structure shall be commenced, erected or maintained upon any part of said property nor shall any addition to or alteration or change therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and been approved in writing by the Board, or by an Architectural Control Committee composed of not less than three nor more than five members appointed as herein provided. In the event said Board, or the Architectural Control Committee, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with. Any and all construction or exterior alterations shall be in conformity with architectural approval granted by the City of Monterey.

2) Declarant shall have the power to appoint all of the original members of the Architectural Control Committee and all replacements until the first anniversary of the issuance of the original Final Subdivision Public Report of the project. Thereafter, Declarant shall have the power to appoint a majority of the members of the Architectural Control Committee until 90% of all the units in the project have been sold, or until the fifth anniversary of the original issuance of the Final Subdivision Public Report for the project, whichever occurs first. After one year from the date of issuance of the original Final Subdivision Public Report for the project, the Board of Directors for the Association shall have the power to appoint one member to the Architectural Control Committee until 90% of all of the units in the project have been sold, or until the fifth anniversary of the original issuance of the Final Subdivision Public Report for the project. Thereafter, the Board of Directors of the Association shall have the power to appoint all of the members of the Architectural Control Committee. Members appointed to the Architectural Control Committee by the Board of Directors shall be members of the Association. Members appointed to the Architectural Control Committee by the Declarant need not be members of the Association.

**ARTICLE IV**

**POWERS AND PURPOSES OF THE ASSOCIATION**

DELA VINA TOWNHOUSES ASSOCIATION, an unincorporated nonprofit association, shall have the rights, powers and duties as set forth in its Constitution, together with its general powers as an unincorporated nonprofit association subject to the provisions of this Declaration and any limitations imposed hereby, to do and perform each and every of the following for the benefit, maintenance and improvements of the subject property and for the benefit of the owners thereof, to wit:

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**Section 1. Powers of Association** The Association shall have the following powers and duties:

**A. Ownership, Management and Control of the Common Areas.** To own, manage, lease, rent, sell, convey, construct, improve, maintain, and repair each and every portion of the common area and each and every improvement on the subject property which is within the common area; to incur expenses therefor; to enter into any and all contracts for the management, maintenance and control of the common area not inconsistent with this Declaration, and to determine what improvements and facilities shall be constructed in the common areas subject to the restrictions of this Declaration.

**B. Control by Association over Exterior Areas.** Notwithstanding the ownership of exterior portions of units by owners, the Association, in order to preserve and enhance the appearance of the entire development, shall maintain and repair exterior portions of units in accordance with standards applicable equally to all units. The costs of such exterior repair and maintenance shall be assessed as a part of the annual assessment in accordance with Section 3(b) of the Article IV. Any and all such exterior maintenance and repair shall be in conformity with architectural approval granted by the City of Monterey.

**C. Removal of Rubbish.** To remove, clean-up and/or burn grass and weeds and to remove any unsightly or obnoxious things from subject property and from any unit and to take such action with reference to such units as may be necessary or desirable to keep such and the subject property neat and in good order; and to make and collect additional charges therefor in the manner set forth in Article V, Section 4, of this Declaration.

**D. Recreation Areas.** To acquire, erect, construct, light, improve, maintain and operate recreation areas and facilities, as the Association deems desirable for the use of owners of lots.

**E. Payment of Taxes.** To pay taxes and assessments, if any, which may be levied by any governmental authority, which are, or could become, a lien on the common area or a portion thereof, including taxes and assessments, if any, which may be levied by any government authority on entrance gateways, ornamental fences, and other ornamental features, whether taxes are assessed as a part thereof, or separately, and on any property of the Association, or which may be held in trust for the Association.

**F. Insurance.**

1) **Common Areas and Facilities.** To purchase, carry, and at all times maintain in force insurance covering all of the common areas and the improvements and the appurtenances thereto in such amounts and with endorsements and coverage as shall be considered sound insurance coverage for like structures, locations and developments in Monterey County, California, including, but not limited to, fire insurance, public liability and property damage insurance and such other forms of insurance as shall be deemed from time to time necessary or desirable by the Board.

2) **Units.**

(a) The Association may elect to purchase and maintain in force blanket insurance covering the full insurable replacement

value of each of the individual units. Such insurance shall provide separate loss payable endorsements in favor of each mortgage of a unit, as its interests may appear. Should the association elect to provide such blanket insurance, the cost thereof shall be assessed as a part of the annual assessment in accordance with Section 3.8 of this Article IV.

(b) Should the association elect not to purchase blanket insurance covering the individual units, then the owner of each unit shall provide a policy of insurance for the full insurable replacement value of his individual unit. Such policy or policies shall provide a separate loss payable endorsement in favor of the mortgagee or mortgagees as their interests, if any, may appear. Each owner shall provide the association with a current memorandum of coverage in accordance with the above requirements. In the event of the owner's failure to provide such evidence of effective insurance, the association is authorized to procure the required policy or policies on behalf of the owner and to assess the cost thereof as a special charge in accordance with Section 3.8 of this Article IV.

3) Contents. Each owner shall maintain insurance on any personal property stored or maintained by them in individual units or storage areas, and the association or Declarant shall not be held liable for any loss occasioned by any owner's failure to procure such insurance.

g. Repairs and Maintenance of Community Facilities and Individual Units. To keep in good order and repair all facilities in all necessary buildings and structures in the common area, and all conduits carrying water, gas, electrical wires and sewage in or under the subject property. The Association is empowered in general to do all things relating to the maintenance and repair of all of the subject property, including the exterior of the units, the Association, or those authorized by the Association, may enter to make such repairs and maintenance as may be reasonably necessary for the preservation of the subject property and the buildings and improvements thereon, and to charge owners for repairs to units, after reasonable notice and hearing in the manner set forth in Article V, Section 5 of this Declaration.

h. Enforcement of Restrictions. To exercise such powers of enforcement, control, interpretation, modification and cancellation of the Declaration which now are, or hereafter may be vested in, incidental thereto; to commence and maintain in its own name or on behalf of itself and/or any owner of any lot or in the name of or and suits to restrain and enjoin the breach or threatened breach of and suits to pay the expenses thereof and to enforce this Declaration and to pay the expenses thereof.

i. General Powers. Generally to do any and all things that an unincorporated nonprofit association may lawfully do in operating for the benefit of its members and without profit to said Association, except as expressly limited in its Constitution and this Declaration, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and/or general welfare of the owners of any property subject to the jurisdiction of the Association, including acquiring and holding title to real property.

j. Ground Rules. To make, establish, publish, promulgate, amend, repeal and to enforce ground rules governing the use of the common areas on the subject property and governing the conduct of the owners of the respective units with relation thereto, which ground

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Rules and each of them as the same are established from time to time shall be binding upon each and every of such owners and all of the occupants of each such unit; provided, however, that no Ground Rules shall ever be established which shall not apply equally to all such owners; and provided further that no such Ground Rules, amendment, or a copy of same, shall be effective until and unless the same, or a copy of same, shall be furnished to each owner by mailing by ordinary mail or by delivering same to each unit.

**K. Agency.** The authorized powers of the Association are set forth in its Constitution, and Bylaws and in this Declaration. The Association is irrevocably appointed agent and attorney-in-fact of each and all of the lot owners and their successors to exercise the powers delegated by the Association and by this Declaration.

**L. Incorporation.** This Association, upon the affirmative vote of 51% of the voting power of the Association, may incorporate as a nonprofit California corporation, by filing with the Secretary of State article of incorporation consistent with this Declaration. Upon such incorporation, any reference in this Declaration or the Bylaws to "the Association", "this Association" or "THE DELA VINA TOWNHOUSES ASSOCIATION" shall be deemed to refer to the corporation so formed; and reference to "Bylaws" shall be deemed to refer to the duly adopted Bylaws of such corporation; any reference to "Constitution" shall be deemed to refer to the Article of Incorporation of such corporation; and the covenants, conditions, restrictions, limitations and procedures stated herein shall become binding upon the corporation so formed.

**M. Prohibited Transactions.** The Association shall be prohibited from taking any of the following actions without the vote or written assent of a majority of the voting power of the Association residing in members other than Declarant:

1. Entering into a contract with a third person wherein the third person will furnish goods or services for the common area, or the Association for a term longer than one year, except for prepaid casualty or liability insurance policies of not to exceed three years' duration, provided that the policy permits for short rate cancellation by the insured.

2. Incurring aggregate expenditures for capital improvements to the common area in any fiscal year in excess of 5% of the budget gross expenses of the Association for that fiscal year.

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

4. Paying compensation to members of the governing body or to officers of the Association for services performed in the conduct of the Association's business; provided, however, that the governing body may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

## Section 2. Membership in Association.

**A. Number of membership.** The total number of voting memberships in the Association shall equal the total number of lots (exclusive of common areas) from time to time subject to this Declaration.

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**B. Qualifications for membership.**

1) Each membership shall be owned by the record owner of the lot to which said membership is appurtenant; and if a lot is owned of record by two (2) or more owners, the ownership shall be owned jointly by all such owners of record.

2) Such membership interest shall vest immediately upon becoming a record owner and such record owner or owners shall thereupon be entitled to all rights and privileges of membership in the Association and subject to all duties and obligations imposed upon the members of the Association. Such membership interest shall automatically terminate upon ceasing to be a record owner of such lot.

**C. Voting Rights.** Each membership shall have one vote in all matters relating to the affairs and operation of the Association, regardless of the number of owners. In case of joint ownership of the membership, the joint owners shall designate in writing to the Association one of their number to exercise the vote and in the absence of such written designation, no vote may be cast for that membership. In the case of a membership owned by one or more trustees of a living trust, the beneficiary of said living trust shall exercise the vote; and if there is more than one beneficiary of such living trust the beneficiaries shall designate in writing to the Association one of their number to exercise the vote and in the absence of such written designation no vote may be cast for that membership. To the extent not specifically provided herein, all voting rights shall be exercised in accordance with the provisions of the Association's Bylaws.

**Section 3. Charges, assessments and liens.**

**A. In general.** Each lot within the subject property and the improvements thereon, except such as are owned by the Association, shall be subject to general and special charges and assessments and liens to secure the payment of same. The Association shall have the sole authority to fix and establish the amounts of the charges and assessments provided for in this Declaration and the amounts of such interest, costs (including reasonable attorney's fees) and penalties for the late payment or nonpayment thereof.

**B. Determination of annual assessment.**

1) The Board shall at least once during the year make an estimate of the cash requirements reasonably necessary or proper for:

- a) The operation of the Association in keeping with its powers as herein defined;
- b) The creation of a reserve for such future improvement, maintenance, acquisition or repair as may seem proper; and
- c) The creation of a reserve for payment of any obligations or liabilities incurred or to be incurred.

2) Such estimates of cash requirements and the whole thereof, shall be apportioned equally among all the lots in the subject property, and the sum so apportioned shall be fixed, determined and levied as the annual assessment.

3) The annual assessment shall be fixed, determined and levied by the Board during the month of January for each calendar year and shall be due and payable in twelve equal monthly installments on the last day of each month of that calendar year.

4) The Board may not, without the vote or written assent of a majority of the voting power of the Association residing in members other than Declarant, impose an annual assessment per lot which is more than 20% greater than the annual assessment for the immediately preceding fiscal year.

5) Regular assessments against all lots in the subdivision shall commence on the first day of the month following the closing of the first sale of a subdivision interest to the purchaser thereof. Thereafter, annual assessments shall be computed and paid as hereinabove set forth,

**C. Budgets and Financial Statements.** Financial statements for the Association shall be regularly prepared and distributed to each member of the Association regardless of the number of members or the amount of assets of the Association, as follows:

1) A proforma operating statement (budget) for each fiscal year shall be distributed to each member not less than sixty (60) days before the beginning of the fiscal year.

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

3) An annual report consisting of the following shall be distributed within 120 days after the close of the fiscal year:

- a) A balance sheet as of the end of the fiscal year;
- b) An operating (income) statement for the fiscal year;
- c) A statement of changes in financial position for the fiscal year.
- d) Any information required to be reported under §8322 of the California Corporations Code.

If the annual report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

**D. Special Assessments.** The Association may levy in any fiscal year one or more special assessments for that year only for the purpose of defraying in whole or in part any deficiency between the expenses and income of the Association from the previous year; or the cost of any construction or reconstruction; or unexpected repair or replacement or a capital improvement upon the common areas. In any fiscal year, the governing body may not, without the vote or written assent of a majority of the voting power of the Association residing in members other than Declarant, levy such special assessments

On behalf of the Association which in the aggregate exceed 5% of the budgeted gross expense of the Association for that fiscal year. Written notice of the time, place and purpose of any meeting called for the purpose of voting upon any such special assessment shall be given in accordance with the provisions of the Bylaws governing notice for special meetings.

**E. Special Charges.** The Association shall be entitled to reimbursement from the record owners of any lot for any materials or services provided by the Association to or for the benefit of such individual lot or the owner or owners thereof if said material or services were requested by such owner or were provided by the Association in the exercise of any of its powers under the Declaration. Such special charges shall be due and payable in full on or before the last day of the month in which the materials or services were furnished. Such special charges shall be levied only after reasonable notice and opportunity for hearing in the manner set forth in Article V, Section 5 of this Declaration:

**F. Delinquency.** Any annual assessment, special assessment or special charge shall be delinquent if not paid in full by the date due and shall bear interest at the rate of ten percent (10%) per annum from said date until paid.

**G. Liens.**

1) The amount of any annual assessment, plus the other charges, interest, costs and attorney's fees provided for herein, shall be and become a lien upon the lot assessed when the Association causes to be recorded with the County Recorder of Monterey County a notice of assessment which shall state the amount of such assessment, and such other charges and a description of the property affected, and the name of the record owner of said lot.

2) Upon payment of said annual assessment or special assessment, the Association shall cause to be recorded a further notice stating the satisfaction and release of such lien.

**H. Enforcement of Liens.** Each lien established pursuant to the provisions of this Declaration as hereinabove provided may be foreclosed in the same manner as is provided for the foreclosure of a mortgage upon real property by the laws of California at the date of the commencement of such foreclosure action. Such lien may, at the option of the Board, be enforced by sale by the Board acting on behalf of all the owners (or the Board shall be permitted to appoint a duly authorized representative for such sale) after failure of the owner of the lot to discharge such delinquency and the interest, costs and penalties accrued thereon, such sale to be conducted in accordance with the provisions of Sections 2924, 2924b and 2924c of the Civil Code of the State of California, and in such other manner permitted by law. In any action to foreclose any such lien or sell any lot or lots pursuant to the power of sale herein given, the Association shall be entitled to such costs, including reasonable attorney's fees and such penalties for delinquent charges and assessments as shall have been established by the Board, or shall otherwise be allowable by law, or, if applicable, a court of competent jurisdiction.

**I. Mortgages and Trust Deeds.** Each and every lien, charge and assessment, together with any costs, penalties or interest, established

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reserved, or imposed under this Declaration shall be subordinate to any bona fide mortgage or trust deed (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any lot covered by this Declaration; provided, however, that any subsequent owner who shall purchase at a foreclosure sale or a trust deed sale, or otherwise, any lot located on the subject property, shall be subject to all restrictions, conditions, covenants, reservations, charges and liens set out in this Declaration, except that no purchaser at a foreclosure sale or trust deed sale shall be subject to any liens or charges due and payable prior to said sale.

**J. Subordination of Homestead.** Each and every lien, charge and assessment, together with any costs, penalties or interest established, reserved or imposed under the authority of this Declaration shall be prior and superior to the rights created by any declaration of homestead, whether declared and recorded prior to or subsequent to the creation of such liens, charge or assessment, each owner of any lot in the subject property shall be deemed to have subordinated any such declaration of homestead to this Declaration and to the charges of any such lien, charge or assessment.

#### ARTICLE V

##### REMEDIES OF ASSOCIATION AND OWNERS

**Section 1. Nuisances and violations of provisions.** Every act or omission whereby any restriction, condition, or covenant in this Declaration set forth or to which the said property or any portion is subject, is violated in whole or in part, is declared to be and shall constitute a nuisance and may be enjoined or abated by the Association. Each remedy provided for in this Declaration shall be cumulative and not exclusive. In the event it is necessary for the Association to bring any sort of legal action to enforce the conditions and covenants set forth in this Declaration, the party enjoining may be required to pay reasonable attorney's fees for the bringing of said injunction or abatement proceedings.

**Section 2. Individual Action.** Any owner of a lot, including Declarant, and the Association, shall be entitled to enforce all conditions, covenants and restrictions contained herein, in the manner provided by law for enforcing equitable servitudes, and all conditions, covenants and reservations contained herein shall be construed as equitable servitudes against the real property subject hereto.

**Section 3. Suspension of Rights.** The rights and privileges of any owner of a membership (except the right to use the common road and streets in said property) may be temporarily suspended for any period during which any assessment, or special charge to which his interest is subject remains delinquent and unpaid; and during any period of time during which such owner is in violation of any provisions of this Declaration; provided, however, that no action may be taken by the Association pursuant to this provision without first providing to said member notice of said alleged violation and the opportunity to be heard as set forth in Article V, Section 5 of this Declaration.

**Section 4. Special Charges and Fines.** The Association shall have authority to do repair and cleanup work on a lot and to levy a special charge and assessment therefor; and the Association shall have the power to levy fines not in excess of \$50.00 for infractions of the Ground Rules. The Board may annually or more often fix and

ML143G ml1117

establish the amount of such special charge and assessment against any such lot including in the amount thereof, the cost of such clean-up work on such lot, or the fine; provided, however, that such special charge and assessment shall only be made when the cost of the work done on such lot is greater than the ordinary proportionate amount of the funds which are available for such purpose out of the general charge and assessment; and, provided further, that the charges and assessments collected from the owner of any such lot shall be or shall have been expended solely for the cleaning up and keeping in good order of such lot. The Association may not levy an assessment pursuant to this provision without first having given notice to said member of the alleged violations, delinquencies or deficiencies, and providing said member the opportunity to be heard by the Board with respect to said alleged violation, delinquencies and deficiencies, as set forth in Section 5 of this Article V.

**Section 5. Procedures for Notice and Hearing.** No monetary penalties or special charges may be imposed; no owner's rights as a member of the Association may be temporarily suspended; and no other appropriate discipline for failure to comply with governing instruments of the Association may be imposed, unless at least 15 days' written notice of the alleged violation or deficiency is given by the Association to the accused member prior to imposing such penalty, charge, suspension or other discipline, and such member is provided an opportunity to be heard by the Board, either orally or in writing, not less than five days before imposing such penalty, charge, suspension or other discipline.

#### ARTICLE VI

##### REGULATION AND MAINTENANCE OF COMMON AREAS

**Section 1. Regulation of Common Areas.** Each owner of a membership in the Association, his tenants and guests, shall be entitled to the use and benefit of the common areas and the facilities thereon subject to the following powers of the Association:

A. To borrow money for the purpose of improving the common areas, and in aid thereof, to mortgage or encumber such properties; provided, however, that the Association may not incur aggregate expenditures for capital improvements to the common areas in any fiscal year in excess of 5% of the budgeted gross expenses of the Association for that fiscal year, without first obtaining the vote or written assent of a majority of the voting power of the Association residing in the members other than Declarant.

B. To take such steps as are reasonably necessary to protect the common areas against foreclosure.

C. To suspend temporarily any or all of the rights and privileges of any owner of a membership (except the right to use the private streets within this real estate development) for any period during which any assessment or special charge to which his interest is subject remains delinquent and unpaid; and during any period of time during which the owner is in violation of any provisions of this Declaration; provided, however, that no action may be taken pursuant to this provision by the Association unless said member has received notice of the alleged violations and has had an opportunity to be heard by the Board with respect to said alleged violations, as set forth in Article V, Section 5 of this Declaration.

D. To charge reasonable admission use and other fees for the use of any facility situated upon that common area.

**Section 2. Maintenance of Common Areas.** The Association shall have the obligation to maintain at its expense, and in case of damage or destruction to replace, repair or restore at its expense the common areas, and all improvements thereon, including the common roads.

**Section 3. Destruction and Replacement of Buildings.**

A. In the event of damage or destruction by fire or other casualty covered by insurance purchased and maintained by the Association in accordance with Article IV, Section 1.F(2)(a) affecting the improvements on any lot, the Association, on behalf of the owner or owners thereof, shall cause the same to be repaired or reconstructed as soon as reasonably possible and substantially in accordance with the original plans and specifications therefor and in accordance with the following procedures:

- 1) The Board shall obtain bids (including an obligation to obtain a performance bond) from two or more responsible contractors. If the Board fails to do so within ninety (90) days after casualty occurs, the affected owner or owners may obtain such bids. Within said ninety (90) day period, the owner or owners of the damaged or destroyed improvements may submit two additional bids to the Board.
- 2) The Board shall levy a reconstruction assessment against the lot owner of said damaged or destroyed improvements due and payable on a date fixed by the Board, to make up any deficiency between the total insurance proceeds available for reconstruction and repair and the cost of such reconstruction and repair. Any such assessment shall be levied upon the basis of the ratio of the square footage of the floor area of the unit to be assessed to the total square footage of floor area of all units to be assessed. Insurance proceeds available for reconstruction shall include any proceeds payable to beneficiaries of deeds of trust covering the damaged or destroyed improvements which said beneficiaries have agreed in writing to commit to reconstruction. Should the owner of the damaged or destroyed improvements fail to pay said assessment in full within thirty (30) days after the due date, the Board shall not be obligated to repair or reconstruct such improvements until such time as the assessment is paid in full. The Board may proceed to collect said assessment in accordance with Article IV, Section 3 hereof. Upon payment of the assessment, the Board shall award the reconstruction or repair work to the lowest responsible bidder.
- 3) All insurance proceeds not required to perform said reconstruction and repair work shall be distributed to the owner of the damaged or destroyed improvements and to the beneficiaries under any deeds of trust of said owner as their interest shall appear.

B. In the event of damage or destruction by fire or other casualty covered by insurance purchased by the owner in accordance with Article IV, Section 1.F(2)(b) affecting the improvements on any lot, the owner or owners thereof shall cause the same to be repaired or reconstructed as soon as reasonably possible and substantially in accordance with the original plans and specifications therefor.

C. In the event of a partial or total destruction of improvements upon the common area, it shall be the duty of the Association to restore and repair the same to their former condition as promptly as is practicable and in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant to Article IV, Section 1.F(1) shall be used for such purpose, subject to the prior rights of mortgagees whose interests may be protected by said policies. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be at least eighty-five (85%) percent of the estimated cost of restoration and repair, a

REC-1436 REC-1119

reconstruction assessment, with each owner contributing an equal sum, may be levied by the Association to provide the necessary funds for such reconstruction and repair, over and above the amount of any insurance proceeds available for such purpose. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than eighty-five (85%) percent of the estimated cost of restoration and repair, the improvements shall not be replaced or restored unless approved by the vote or written consent of members entitled to exercise two-thirds (2/3) of the voting power of the membership of the Association. Notwithstanding the foregoing, unless at least seventy-five (75%) percent of the mortgagees holding a first lien based on one (1) vote for each mortgagee, have given their prior written approval, the Association shall not be entitled to use hazard proceeds for losses to any common area for other than the repair, replacement or reconstruction of such common area improvements.

D. In the event of a partial or total destruction of improvements upon the common area; and an election of the owners not to rebuild, insurance proceeds received by the Association on account of the destruction of the common area shall be distributed by the Association among owners of units and their respective mortgagees proportionately according to the respective fair market values of the units at the time of the destruction, as determined by an independent appraiser commissioned by the Board.

E. Any damaged or destroyed improvements shall be restored so that the exterior appearance thereof substantially resembles their appearance in form and in color prior to such damage and destruction. Notwithstanding the foregoing, any owner of such damaged or destroyed improvements may, within thirty (30) days after the casualty occurs, request permission from the Board and the Architectural Committee to have such improvements reconstructed or repaired in accordance with new or changed plans and specifications which shall be submitted with said request. The Board and the Architectural Committee shall grant such request only in the event that the proposed change is generally consistent with the plan of development hereof. In the event that the Board and the Architectural Committee fail to approve or disapprove such request within thirty (30) days, it shall be conclusively presumed that the Board and the Architectural Committee have granted approval of the plans and specifications.

F. All insurance proceeds payable as a result of damage or destruction to any improvements, whether under a policy purchased and maintained by the Association, or by the owner or owners of the damaged or destroyed units, shall be paid to a bank or trust company to be held in trust for the benefit of the owners and their beneficiaries under their deeds of trust, and the Association as their interests shall appear. The Board is authorized on behalf of the owners to enter into an agreement with such trustee relative to its powers, duties and compensation.

**Section 4. Negligence of Owners.** If any destruction of the building on subject property is caused by the negligence or willful misconduct of any owner, the Association shall have the power to maintain an action for damages on behalf of all other owners.

**Section 5. Eminent Domain.**

A. **Total Taking.** If all of the subject property shall be taken by a governmental authority under the power of eminent domain, said taking shall cause the fee to all lots to determine, and the owner or

REC. 1436 REC. 1120

owners of each lot shall be considered to have a fractional interest in the subject property, the numerator of which fraction shall be the numeral one, and the denominator shall be the number equal to the total number of lots in said real estate development at the time of said taking as tenant in common with the other owners of lots in said real estate development.

D. Partial Taking. If a portion of the subject property shall be taken which shall include any lot or lots under the power of eminent domain by a governmental authority, so as not to substantially impair the value of the remaining property, title to said lots shall not determine, and the taking authority shall compensate the owners of the lots taken for the reasonable value thereof.

#### ARTICLE VII

##### DURATION AND MODIFICATION

Section 1. All of the restrictions, conditions, covenants, reservations, liens and charges set forth in this Declaration shall continue

thereof subject to the right to amend, change, modify and terminate provided for in Section 2 of this Article VII until January 1, 2030, provided, however, that all of the said restrictions, conditions, covenants, reservations, liens and charges in this Declaration contained which are subject to expiration shall, as the same are in force immediately prior to such expiration, be continued automatically without further notice from that time for a period of ten (10) years and thereafter for successive periods of ten (10) years each without limitation, unless, within the six (6) months prior to the expiration of any successive ten (10) year period thereafter, there shall be recorded a written agreement executed by the then record owners (including mortgagees under recorded mortgages and trustees and beneficiaries under recorded trust deeds) of more than two-thirds (2/3rd) of the lots embraced within the property covered by this Declaration exclusive of property owned by the Association, by the terms of which agreement any or all of said restrictions, conditions, covenants, reservations, liens and charges are changed, modified or extinguished in whole or in part as to all or any part of the property subject thereto in the manner and to the extent therein provided. In the event that any such written agreement of change or modification shall be duly executed and recorded as provided herein, the restrictions, conditions, covenants, reservations, liens and charges as changed or modified thereby shall continue in force for successive periods of ten (10) years unless and until further changed, modified or extinguished in the manner above provided.

Section 2. Modification of Restrictions. This Declaration may be amended by a written document executed both by a) the owners of 75% of the lots; and b) members representing a majority of the voting power of the Association residing in members other than Declarant, and recorded; Declarant and the Association shall be considered as owners for purposes of this section to the extent that they hold record title to lots.

#### ARTICLE VIII

##### MISCELLANEOUS

Section 1. Binding Upon Owners, Tenants and Grantees. The undersigned, the Association, each present owner and each grantee hereafter of any part or portion of the property covered by this

REC 1436 REC 1121

Declaration and any purchaser under any contract or sale, or lessee or tenant under any lease or tenancy (including a month-to-month tenancy) covering any part or portion of such property, shall be subject to all of the restrictions, conditions, covenants, reservations, assessments, liens and charges within the jurisdiction, rights and powers of the Association provided for in this Declaration.

**Section 2. Interpretation of Restrictions.** In interpreting and applying the provisions of this Declaration, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners and occupants of said property. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued or which may be adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intent of this Declaration to interfere with or abrogate or annul easements, covenants and/or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the use and/or occupancy of any lot or upon the construction of buildings or structures or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits or by such easements, covenants and agreement than, in that case, the provisions of this Declaration shall control.

**Section 3. Construction and Validity of Reservations.** All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together; but if it shall, at any time, be held that any one or more of these restrictions, conditions, covenants, reservations liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable no other restrictions, conditions, covenants, reservations, liens or charges or any part thereof shall be thereby affected or impaired.

**Section 4. Waiver and Exemptions.** The failure by the Association or any owner of any lot included in said property or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restrictions; conditions, covenants, reservations, liens or charges.

**Section 5. Protection of Mortgages or Deeds of Trust.** No breach of any of the covenants, conditions, restrictions, limitations or uses herein contained shall defeat or render invalid the lien of any mortgage or deed or trust made in good faith and for value, but all of said matters shall be binding upon any owner whose title is derived through foreclosure or trustee's sale.

IN WITNESS WHEREOF, the Declarant has set its hand this  
14th day of August, 1980.

DELA VINA INVESTMENTS, a limited partnership

By: MONTEREY COUNTY INVESTMENT CORPORATION, General Partner

By: Charles L. Casey, Jr.  
Charles L. Casey, Jr., President

"DECLARANT"

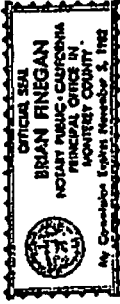
STATE OF CALIFORNIA )  
COUNTY OF MONTEREY )

ss.

HL1436 121122

On August 14, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles L. Casey, Jr., known to me to be the President of Monterey County Investment Corporation, the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be the general partner of Dala Vina Investments, a limited partnership, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such general partner and that such limited partnership executed the same.

WITNESS my hand and official seal.



*Brian Finegan*  
BRIAN FINEGAN, NOTARY PUBLIC  
in and for the State of California

DESCRIPTION:

PARCEL 1:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT FOUR (4) IN BLOCK NINE (9) AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED, "MAP OF LIVE OAKS PARK, MONTEREY COUNTY, CALIF., SURVEYED BY H. D. SEVERANCE, JUNE 1908", FILED FOR RECORD AUGUST 4, 1908 IN THE OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY, IN MAP BOOK 2, CITIES AND TOWNS, PAGE 8; RUNNING THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEASTERLY LINE OF SAID LOT 4, A DISTANCE OF 100 FEET; THENCE IN A NORTHWESTERLY DIRECTION AT RIGHT ANGLES TO SAID SOUTHEASTERLY LINE AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 50 FEET; THENCE IN A NORTHEASTERLY DIRECTION AND AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 100 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEASTERLY LINE OF SAID LOT 4, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 4, BLOCK 9, LIVE OAKS PARK.

PARCEL 2:

COMMENCING AT A POINT IN THE SOUTHEASTERLY LINE OF LOT 4, BLOCK 9, LIVE OAKS PARK, SAID POINT BEING 100 FEET SOUTHWESTERLY FROM THE MOST EASTERLY CORNER OF SAID LOT 4; THENCE RUNNING SOUTHWESTERLY 200 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 4; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4, 65.2 FEET; THENCE AT RIGHT ANGLES NORTHEASTERLY 180 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY 10 FEET; THENCE AT RIGHT ANGLES NORTHEASTERLY 120 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 4; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 4, IN A SOUTHEASTERLY DIRECTION 5.2 FEET; THENCE AT RIGHT ANGLES, IN A SOUTHWESTERLY DIRECTION 100 FEET; THENCE AT RIGHT ANGLES IN A SOUTHEASTERLY DIRECTION 50.00 FEET TO THE POINT OF BEGINNING BEING A PORTION OF LOT 4, IN BLOCK 9, LIVE OAKS PARK, AS PER MAP ENTITLED, "MAP OF LIVE OAKS PARK, MONTEREY COUNTY, CALIFORNIA, SURVEYED BY H. D. SEVERANCE, JUNE 1908" ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

PARCEL III:

COMMENCING ON THE NORTHEASTERLY LINE OF SAID LOT 4, IN SAID BLOCK 9, AT A POINT WHICH IS 80 FEET SOUTHEASTERLY FROM THE MOST NORTHERLY CORNER OF SAID LOT 4, THENCE ALONG SAID NORTHEASTERLY LINE IN A SOUTHEASTERLY DIRECTION 10 FEET; THENCE AT RIGHT ANGLES TO SAID LINE IN A SOUTHWESTERLY DIRECTION 120 FEET; THENCE AT RIGHT ANGLES IN A NORTHWESTERLY DIRECTION 10 FEET; THENCE AT RIGHT ANGLES IN A NORTHEASTERLY DIRECTION 120 FEET TO THE POINT OF BEGINNING, SAME ALSO BEING A PORTION OF SAID LOT 4, IN SAID BLOCK 9, LIVE OAKS PARK, MONTEREY COUNTY, CALIFORNIA.

EXHIBIT A

END OF DOCUMENT

DELA VINA TOWNHOUSE ASSOCIATION REEL 2069 PAGE 929

February 23, 1987

RECORDED & INDEXED  
*DeLa Vina*  
MAR 6 10 24 AM '87  
OFFICE OF THE CLERK  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA

14215

TO: Monterey County Recorder  
P.O. Box 29  
Salinas, CA 93902

ENV.

NAME: Bylaws of the DeLa Vina Townhouse Association

DESCRIPTION OF PROPERTY: Attached

RECORDING DATE: September 30, 1980  
Reel 1436, Page 1103  
Monterey County, California

R	4
M	.
RF	J
T	7

EXPLANATION OF CHANGE: Declaration of Protective Restrictions:  
Article IV: 3-F, page 11, is hereby amended to read:

F. Delinquency: Any annual assessment (homeowner dues), special assessment or special charge shall be delinquent if not paid in full by the date due and shall incur a late fee of \$10 fifteen (15) days after the date due and charges, including costs of collection, at 12% per annum commencing 30 days after date due.

REMITTANCE: \$5.00 for 1-page change

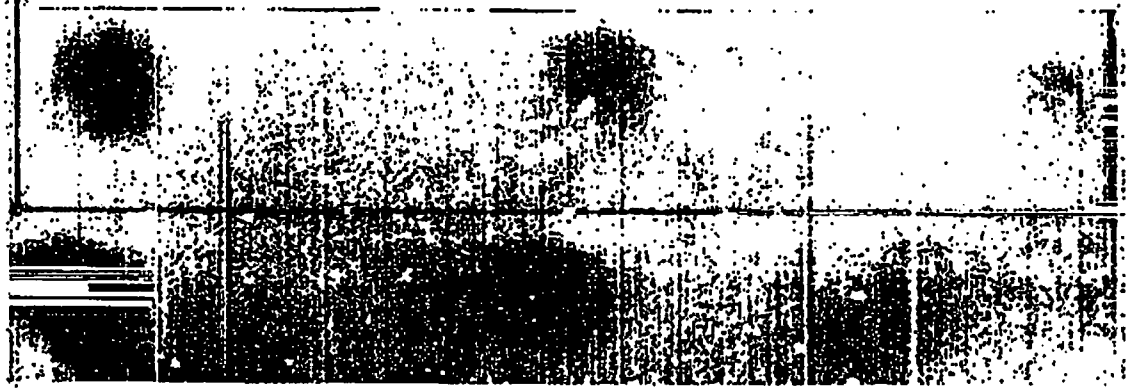
SUBMITTED BY: *Patricia A. Banson*  
Patricia A. Banson  
Treasurer  
DeLa Vina Townhouse Association  
phone: (805) 838-6185

*Acknowledged before me this 23rd day of Feb 1987*

*My Commission expires 2-20-88*



*[Signature]*  
notary



DESCRIPTION:

REEL 2069 PAGE 930

PARCEL 1:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT FOUR (4) IN "LOCK NINE (9) AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED, "MAP OF LIVE OAKS PARK, MONTEREY COUNTY, CALIF., SURVEYED BY H. D. SEVERANCE, JUNE 1908", FILED FOR RECORD AUGUST 4, 1908 IN THE OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY, IN MAP BOOK 2, CITIES AND TOWNS, PAGE 8; RUNNING THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEASTERLY LINE OF SAID LOT 4, A DISTANCE OF 100 FEET; THENCE IN A NORTHWESTERLY DIRECTION AT RIGHT ANGLES TO SAID SOUTHEASTERLY LINE AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 50 FEET; THENCE IN A NORTHEASTERLY DIRECTION AND AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 100 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING

BEING A PORTION OF LOT 4, BLOCK 9, LIVE OAKS PARK.

PARCEL 2:

COMMENCING AT A POINT IN THE SOUTHEASTERLY LINE OF LOT 4, BLOCK 9, LIVE OAKS PARK, SAID POINT BEING 100 FEET SOUTHWESTERLY FROM THE MOST EASTERLY CORNER OF SAID LOT 4; THENCE RUNNING SOUTHWESTERLY 200 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 4; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4, 65.2 FEET; THENCE AT RIGHT ANGLES NORTHEASTERLY 120 FEET; THENCE AT RIGHT ANGLES SOUTHWESTERLY 10 FEET; THENCE AT RIGHT ANGLES NORTHEASTERLY 120 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 4; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 4, IN A SOUTHEASTERLY DIRECTION 5.2 FEET; THENCE AT RIGHT ANGLES, IN A SOUTHWESTERLY DIRECTION 100 FEET; THENCE AT RIGHT ANGLES IN A SOUTHWESTERLY DIRECTION 50.00 FEET TO THE POINT OF BEGINNING BEING A PORTION OF LOT 4, IN BLOCK 9, LIVE OAKS PARK, AS PER MAP ENTITLED, "MAP OF LIVE OAKS PARK, MONTEREY COUNTY, CALIFORNIA," SURVEYED BY H. D. SEVERANCE, JUNE 1908" ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

PARCEL 3:

COMMENCING ON THE NORTHEASTERLY LINE OF SAID LOT 4, IN SAID BLOCK 9, AT A POINT WHICH IS 80 FEET SOUTHWESTERLY FROM THE MOST NORTHERLY CORNER OF SAID LOT 4; THENCE ALONG SAID NORTHEASTERLY LINE IN A SOUTHWESTERLY DIRECTION 10 FEET; THENCE AT RIGHT ANGLES TO SAID LINE IN A SOUTHWESTERLY DIRECTION 120 FEET; THENCE AT RIGHT ANGLES IN A NORTHWESTERLY DIRECTION 10 FEET; THENCE AT RIGHT ANGLES IN A NORTHEASTERLY DIRECTION 120 FEET TO THE POINT OF BEGINNING, SAME ALSO BEING A PORTION OF SAID LOT 4, IN SAID BLOCK 9, LIVE OAKS PARK, MONTEREY COUNTY, CALIFORNIA.

EXHIBIT A

END OF DOCUMENT

DELA VINA TOWNHOUSE ASSOCIATION

December 15, 1987

RECORDED AT REGISTRATION

*De la Vina Townhouse Assoc.*  
Dec 18 11 17 AM '87 *Assoc.*

TO: Monterey County Recorder  
P.O. Box 29  
Salinas, CA 93901

76269

OFFICE OF THE COUNTY CLERK SALINAS, CALIFORNIA

ATTN: Ms. Barbara Vandergrist

NAME: COVENANTS, CONDITIONS & RESTRICTIONS of the DE LA VINA TOWNHOUSE ASSOCIATION, Monterey CA

DESCRIPTION OF PROPERTY: Attached (Exhibit A)

RECORDING DATE: -September 30, 1980  
Reel 1436, Page 1103 (G36979)  
-March 6, 1987  
Reel 2069, Page 929

EXPLANATION OF CHANGE: AMENDING Declaration of Protective Restrictions:

Article IV:3-F, page 11, is hereby amended to read:

F. Delinquency. Any annual assessment (homeowner dues), special assessment or special charge shall be delinquent if not paid in full by the date due and shall incur late fees applicable by law fifteen (15) days after the date due and charges applicable by law, including costs of collection, commencing thirty (30) days after date due.

REMITTANCE: \$7.00, by check enclosed, for 2-page submission

SUBMITTED BY: *Patricia A. Benson*  
Patricia A. Benson  
Treasurer/Board of Directors  
De la Vina Townhouse Association  
Monterey CA 93940

RETURN RECORDED PAPERS TO: P.A. BENSON  
P.O. Box 507  
PINE CO 80470

Acknowledged and signed before me this 15th day of December 1987, in Pine, Colorado.

*Polly J. Vagan*  
Polly J. Vagan

My Commission Expires Feb. 10, 1988  
My Commission Expires  
My Commission Expires Feb. 10, 1988

*enc*

R	4
M	1
RF	2
T	7

DESCRIPTION:

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BEING A PORTION OF LOT 4, BLOCK 9, LIVE OAKS PARK.

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END OF DOCUMENT

EXHIBIT A