

"If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code."

**TANGLEWOOD COMMUNITY ASSOCIATION**

**DECLARATION OF PROTECTIVE RESTRICTIONS**

This Declaration of Protective Restrictions is hereby made on the date hereinafter set forth by TANGLEWOOD COMMUNITY ASSOCIATION hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, this Declaration covers certain real property located in Monterey County, California, which is more particularly described as "ALL of Block 17, Tract 639, Skyline Forest No. 7, in the City of Monterey, County of Monterey, State of California, per the map filed August 25, 1971, in the office of the County Recorder of said county, in Volume II, Cities and Towns, page 15"; and

WHEREAS, said property is a project consisting of condominiums as defined in Section 783 of the California Civil Code, the elements of which are described more particularly herein; and

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

WHEREAS, when recorded with the Monterey County Recorder, this Declaration of Protective Restrictions supersedes all prior Declarations and amendments thereto relating to the property described herein;

NOW, THEREFORE, Declarant hereby declares that said property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and conditions all of which are declared and agreed to be in furtherance of a plan for the improvement of said property as a condominium project, and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of said property and every part thereof. All of the limitations, covenants, restrictions and conditions shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest therein or any part thereof, and shall be for the benefit of each owner of any portion of said property or any interest therein and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

**ARTICLE I**

**Property Subject to Declaration**

The real property subject to this Declaration which hereinbefore, and hereinafter, is referred to as "said property" or "subject property" is situate in Monterey County, California and is more particularly described as follows: All of Block 17, Tract 639, Skyline Forest No. 7, in the City of

Monterey, County of Monterey, State of California, per the map filed August 25, 1971, in the office of the County Recorder of said county, in Volume II, Cities and Towns, page 15.

## ARTICLE II

### **Definitions**

Certain terms used in this Declaration 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. **Declarant:** TANGLEWOOD COMMUNITY ASSOCIATION.

3. **Association:** TANGLEWOOD COMMUNITY ASSOCIATION, a nonprofit corporation and its successors.

4. **Board:** Board of Directors of TANGLEWOOD COMMUNITY ASSOCIATION as that Board shall be defined and constituted by the Bylaws of that Association.

5. **Unit:** The elements of a condominium which are not owned in common with the owners of other condominiums in this project. The boundaries of the individual units in this project are as described in the Final Subdivision Map of Tract No. 738, TANGLEWOOD, filed for record July 16, 1974, in the office of the County Recorder of Monterey County, California, in Volume 12, Cities and Towns, page 59 (hereinafter "said map"). The lower boundary of each unit is the interior surface of the subflooring. The upper vertical boundary of each unit is as follows:

A. For units 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67 and 69, the interior surface of the finished ceilings.

B. For all other units: A plane parallel with the lower vertical boundary, and located 8'0" above said lower vertical boundary. The horizontal boundaries of each unit are the unfinished interior surfaces of the outside perimeter walls described in said map, the windows and the doors of each unit. Each unit includes both the portion of the building so described and the air space so encompassed, the floor coverings and finishings above the sub-floors, the air space within the firebox of fireplaces, the windows, and the interior finishes of walls, ceilings and doors. The following are not part of the unit: bearing walls (except the interior finishes thereof), columns, roofs, foundations, sub-floors, reservoirs, tanks, pumps and other central services, pipes, ducts, chimney flues, chutes, conduits, wires and other utility installations wherever located except the outlets thereof when located within the unit.

6. **Common Area:** All areas of the subject property not included within the definition of any unit as defined above, including without limitation each structure (except the units), the solid earth of the lot upon which the structure is located, and the air space above the structure, all bearing walls, (except interior finished thereof), columns, roofs, foundations, sub-floors, reservoirs, tanks, pumps and other central services, pipe, ducts, chimney flues, chutes, conduits, wires and other utility installations wherever located (except the outlets thereof when located within a unit) common stairways and common halls, balconies, decks, streets, lawns, pavement, trees and other landscaping on the property, as well as other property in the project not specifically described above.

7. **Owner:** The record owner of any unit or units as shown on the records of the County

Recorder of the County of Monterey, California, including the Association insofar as the Association holds title to any portion of the subject property.

8. Recorded, Recording and of Record: The act of recording documents in the office of the County of Monterey, State of California.

9. Articles and Bylaws: Articles or Bylaws, as the case may be, of the Association as the same may be amended from time to time.

10. Approvals, Consents, Authorizations and Permissions: Approval, consent, authorization or permission shall mean an approval, consent, authorization or permission in writing.

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

### ARTICLE III

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

##### Section I. Uses of Property.

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

Units may from time to time be rented; provided, however, that any such renting of units shall be in accordance with this Declaration and any rules established by the Association, and shall be in accordance with applicable law relating to the occupancy of similar units. Rental units may not be occupied by more than four (4) people during the rental period.

(b) Construction and Alteration. No building, structure, grade, excavation, fill or other addition, alteration or improvement to the subject property or any portion thereof shall be made by the Association or individual unit owners except as may be approved by the Board of Directors. Any person desiring to undertake an activity described by this section shall submit brief, written, narrative description and scale drawing of any proposed construction or alteration to the Architectural Committee which will in turn present it to the Board of Directors. The decision by the Board of Directors will be issued within 90 days of the submission of the request to the Board.

(c) Mining and Drilling. No derrick, pump or any other equipment or structure for boring, drilling, mining or extracting any oil, gas or mineral of any kind or nature whatsoever shall be erected, placed or permitted upon any part of subject property; provided, however, that nothing herein contained shall prevent the extraction or capturing of any oil, gas, petroleum or other hydrocarbon substance or mineral or mineral substance by slant well drilling or other similar operations so long as nothing shall be permitted to disturb the surface of said property or any improvements thereon or occupants thereof; provided further, however, that nothing herein is intended to prohibit the drilling for and capture of water by the Association for use by the subject property and for the occupants thereof.

(d) Animals and Poultry. The raising and/or keeping of cattle, horses, sheep, rabbits, pigs, hogs, cats, dogs and/or other animals, poultry, birds and/or reptiles, either in the singular or plural number, for pleasure or for commercial gain upon any part of said property is prohibited, except that dogs, cats and other household pets may be kept in a residential unit for pleasure and not for commercial purposes, provided that they do not become a nuisance to other owners and/or occupants of property subject to the control of the Association, and if and when declared to be a nuisance by the Board of Directors of the Association, such dog, cat or other household pet or pets shall be forthwith removed from the subject property.

(e) Clothes Drying. Unless otherwise approved by the Association, no clothes, sheets, blankets or other articles shall be hung out to dry or for any other purpose on any part of said property.

(f) Trailers, Boats, Motor Vehicles and Parking. No mobile home, trailer of any kind, permanent tent, or similar structure and no commercial truck, or camper or boat shall be kept, placed, maintained, occupied, constructed, reconstructed, or repaired, nor shall any motor vehicle be constructed, reconstructed, or repaired, upon any property covered by this Declaration. No motor vehicle shall be parked upon any portion of the property covered by this Declaration other than areas designed for parking on said map. The Board of Directors may from time to time adopt rules for the parking of vehicles.

(g) Condition and Repair. No building or structure upon any property covered by this Declaration shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted.

(h) Compliance With Rules and Regulations. The owner of each unit shall keep the interior of the same and all fixtures and appliances within the same in good order and repair, and shall not do or permit or suffer anything to be done in such unit which will or may have a tendency to increase the rate of fire insurance on the buildings containing said unit or the contents thereof, nor shall any owner do any act which shall impair the structural integrity of the building or buildings of which his unit is a part; said owners shall not interfere with the rights of owners of other units or annoy any of such by unreasonable noises or otherwise; said owners shall comply with all laws, ordinances, rules and regulations promulgated by any competent governmental authority and all ground rules now or hereafter promulgated by the Association pursuant to the Bylaws and this Declaration with respect to occupancy and use of such residential unit, the common area, and the community facilities. No owner shall construct anything upon or alter any part of the common area without consent of the Board.

(i) No Business Activity. No trade, craft, commercial or manufacturing enterprise or business activity of any kind shall be conducted or carried on in any unit or within any building located in this project (except those conducted pursuant to the regulations of the City of Monterey), nor, except as to the Association, shall any goods, equipment, vehicles or materials used in connection with any trade, service or business be kept or stored outside of any building nor in any manner objectionable to other residents.

(j) Billboards and Signs. No billboard, poster or sign (other than professional signs of customary and reasonable dimensions advertising a unit for sale as permitted by California Civil Code Sections 712 and 713 as those sections may from time to time be amended) shall be erected, maintained or displayed upon or about any part of said property either by individual unit owners or

by the Association without the approval of the Board, and any billboard or sign not so permitted shall be removed and destroyed as permitted by lawful means.

(k) Nuisance. No nuisance shall be permitted to exist upon any of the property so as to be offensive or detrimental to any other property or person lawfully on the property.

(l) Radio and Television Antennas and Satellite Dishes.

The Association reserves the right to impose reasonable restrictions, consistent with State and Federal law, on the installation of any radio or television antennas, including satellite dishes.

Section 2. General Building Architectural and Planning Requirements.

(a) Architectural Control. No building, fence, wall 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 approved in writing by the Board.

Section 3. Inseparability of Unit and Ownership of Common Area.

It is intended that the ownership of a unit and the ownership of a fractional interest in the common area be inseparable and that no person shall own any portion of the common area who is not the owner of a unit. An owner of a unit in conveying, or otherwise transferring such unit, shall also convey the owner's entire undivided interest in the common area.

Section 4. Exclusive Use of Certain Common Area.

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

- (a) Carports as designated by number on said map.
- (b) Balcony and deck areas appurtenant to a unit.
- (c) The air space, if any, between the upper boundary of a unit and the unfinished surface of the ceilings above.
- (d) Storage spaces appurtenant to certain units.
- (e) Utility lines within the common area supplying electric, gas, telephone and cable TV services to a specific unit.
- (f) Sewer and water lines within the common area to the point of connection to sewer and water lines serving multiple units.
- (g) Gas log and wood stove chimney flues, sewer and dryer vents within the common area.

## ARTICLE IV

### Powers and Purposes of the Association

The Association shall have the following powers:

(a) Management and Control of the Common Area. To manage, lease, rent, construct, improve, maintain and repair each and every portion of the common area, and each and every improvement on the subject property which is within the common area, as defined in Article II, Section 6 above; 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 area subject to the restrictions of this Declaration.

(b) Removal of Rubbish. To remove and clean up 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 the unit and the subject property neat and in good order; and to make and collect additional charges therefor in the manner set forth in Article IV, Section 3(b) of this Declaration.

(c) Payment of Taxes. To the extent not paid by the several owners thereof, to pay all real property taxes and assessments levied upon any part or portion of the subject property by a duly authorized governmental, or quasi-governmental authority, and to discharge any tax lien levied on any portion of the subject property.

(d) Insurance. To purchase, carry, and at all times maintain in force insurance covering all of the units, common areas and the improvements thereon 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 and extended coverage 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. Each owner shall be expected to maintain insurance on any personal property stored or maintained by them in individual units or storage areas, and the Association shall not be held liable for any loss occasioned by any owner's failure to procure such insurance.

(e) Payment for Public Utilities and Community Service. To pay for all water and sewer use in, under or upon the subject property, and to assess the owner of the unit for the payment of said service as a part of the general charge.

(f) Repairs and Maintenance of Community Facilities. 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 relative to the maintenance and repair of all of the subject property, including the interior of the units; the Association or those authorized by the Association, may enter individual units in order 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, in the manner set forth in Article IV, Section 3(b) of this Declaration.

(g) Utility Easements Through Units and the Common Areas. The Association shall have such easements in the walls, above the interior ceilings, below the interior floors, and under the individual units as may be necessary for the installation, operation and maintenance of utilities and services, including conduits carrying gas and water, electrical wires, sewage, telephone and television cable, heating and air conditioning ducts, flues, and any other facilities necessary to provide the maintenance and services herein required of the Association. These easements granted to the Association shall not be construed to create any right to place an actual easement within the individual unit in a manner that would prevent or impair the use and enjoyment of said individual unit for residential living purposes, subject however to the right of the Association to repair and maintain said easements in accordance with the preceding subparagraph. In addition, the

Association shall have the power to convey said easements to third parties as necessary to provide said utilities and service.

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

(h) To purchase, own and lease (either as lessee or lessor) units in accordance with the provisions of this Declaration. Should the Association determine, either through advice of counsel or an insurer of title to real property in Monterey County, that Association may not own or convey insurable legal title to real property, then Association may designate a trustee or trustees to hold or convey and to direct the trustee in the ownership and disposition of the property with the same effect as if the Association itself were to purchase, own or convey said unit. To the extent that Association shall be empowered to acquire title pursuant to this Article, Association may designate such trustee or trustees to accept title for the use and benefit of the Association with the same force and effect as if Association held title in its own name.

(i) To enter into, make, perform and carry out contracts of every kind and character for any lawful purpose (provided, however, that any service contract shall be limited to a duration of one year, unless the approval of a majority of the voting power of the Association be obtained for a longer term) consistent with its status as an incorporated nonprofit association, with any person or persons, partnership, firm, association, corporation, private, public or municipal, any body politic, any state, territory or municipality of the United States, or with the government, including the right to make agreements with municipal, county, township, state, national or other public officials or with any political subdivision or any corporation, or individual, for and on behalf of the owners of said property covered by this Declaration and other property owned or subject to the jurisdiction of the Association for a division of the work or the doing of the work on the streets, roads, ways, walks, drives, driveways, parks or other portion of said property or for any other work to be done or utilities to be furnished as will enable the Association to cooperate with said officials, corporation or individuals to secure the benefits for the said property referred to or portions thereof that can be derived from the prorated share of any municipal, county, state, national or other funds that may be available for use thereon, or in connection therewith or which might otherwise benefit the subject property.

(j) To exercise such powers of enforcement, control, interpretation, modification and cancellation of this Declaration which now are or hereafter may be vested in, delegated to or assigned to the Association, and to pay all expenses incidental thereto; to commence and maintain in its own name, on behalf of itself and/or any owner of any unit (with the owner's consent) or in the name of or on behalf of and as the agent of any owner of any such unit, actions and suits to restrain and enjoin the breach or threatened breach of this Declaration or any portion thereof and/or to enforce this Declaration, and to pay the expenses therefor.

(k) To make, establish, publish, promulgate, amend, repeal and to enforce Ground Rules governing the use of all common area on the subject property and governing the conduct of the owners of the respective units with relation thereto, which Ground Rules and each of them, as the same are established from time to time shall be binding upon each and every of such owners and all of the occupants and tenants of each such unit; provided, however, that no Ground Rules shall ever be established which shall not equally apply to all such owners; and provided further that no such

Ground Rules, amendment or repeal thereof 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.

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

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

(n) The authorized powers of the Association are as set forth in its Articles and Bylaws and in this Declaration. The Association is irrevocably appointed agent of each and all of the unit owners and their successors to exercise the powers delegated to the Association by this Declaration.

#### Section 2. Membership in the Association.

Except as specifically provided herein, membership in the Association and the voting rights of members shall be as provided in the Articles and the Bylaws of the Association. In the event of any conflict between the provisions of the Declaration, and the provisions of such Articles or Bylaws, the provisions of this Declaration shall control.

#### Section 3. Charges, Assessments and Liens.

Each unit within the subject property, and the improvements thereon, except such as are owned by the Association, shall be subject to general and special charges and assessments and liens to secure the payment of same. The Association shall, pursuant to the provisions of California Civil Code Sections 1366 as that section may from time to time be amended, have the sole authority to fix and establish the amounts of the general and specific charges and assessments provided for in this Declaration and the amounts of such interest, costs (including reasonable attorneys' fees) and penalties for the late payment or nonpayment thereof.

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

(1) The Board of the Association shall annually as hereinafter provided by resolution duly adopted, estimate in its best judgment the cash requirements reasonably necessary or proper for: (a) the operation of the Association and the operation, maintenance, care and improvement of the subject property in accordance with that set forth in this Article IV and elsewhere in this Declaration, and in the Articles and Bylaws of the Association for the year or

portion of the year for which such estimate is made; (b) the creation of such reserve or reserves for future maintenance and such reserve for contingencies as may seem proper; and (c) the payment of or establishment of a reserve for any obligations, liabilities incurred (even though incurred during a prior period) or to be incurred.

(2) The Board of the Association may, from time to time, by resolution adopted at any regular or special meeting establish an estimate and fix general charges and assessments or modify any estimate or estimates previously made and increase or diminish the amount previously estimated as cash requirements of the Association for any year or portion thereof and, in accordance with the requirement of California Civil Code Section 1366 as that section may from time to time be amended, increase or diminish the amount of the general charge and assessment, provided that no such determination by the Board shall have any retroactive effect on the amount of charge or assessment payable by any owner for any period elapsed prior to the date of such determination.

(3) The Board of the Association shall at least once during each year make an estimate of cash requirements as hereinbefore provided for the ensuing calendar year. Such estimate of cash requirements, and the whole thereof, shall be subject to the requirements of California Civil Code Section 1366 as that section may from time to time be amended, be apportioned among all the units and the sum allocable to each such unit shall be the general charge and shall be the assessment against such unit for the ensuing calendar year; such general charge and assessment shall be due and payable monthly, in the amount of one-twelfth (1/12th) of the total amount of such general charge and assessment charged and assessed against each such unit, on or before the first day of each calendar month. Provided that the Association has met the requirements of California Civil Code Section 1366 as that section may from time to time be amended, the general charge may not be increased more than 20% of the general charge of the previous year without the approval of a majority of the voting power of the Association. The Board of the Association may fix the general charge if the amount does not exceed the previous year's general charge by more than 20%.

(b) Determination of Special Charges, Assessments and Liens. Special charges and assessments may be fixed, levied or established by the Board of the Association as follows:

(1) The Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall require the vote or written assent of 51% of the voting power of the Association; provided further that the Association may, if it has met the requirements of California Civil Code Section 1366 as that section may from time to time be amended, impose a special assessment equal to 5% of the budgeted gross expenses of the Association for that fiscal year without the approval of the owners.

(2) As provided for in Subsections (b) and (f) of Section 1 of this Article IV, the Association shall have the authority to perform cleanup and repair work on units; and to remove any nuisance declared by the Association as provided in Subsection (m) of Section 1 of this Article IV; and to levy special charges or assessments therefor.

(3) The Association shall be entitled to reimbursement from the record owners of any unit for any materials or services provided by the Association to or for the benefit of such individual unit or the owner or owners thereof if such materials or services were provided in amount greater than the ordinary proportionate amount available for such purpose out of the general charge.

Such reimbursement shall be a special charge.

(4) Unless otherwise provided by the Board, special charges and assessments shall be due and payable in full on the first day of the month following the month in which such charge or assessment is fixed, levied or established.

(c) Collection and Expenditures of Charges and Assessments. The Association shall have the sole authority to collect and enforce the collection of all charges and all assessments provided for in this Declaration, and may in addition to such charges and assessments, charge and assess costs, penalties and interest for the late payment or nonpayment thereof (costs may include reasonable attorneys' fees) and to expend all monies collected from such charges, assessments, costs, penalties and/or interest for the payment of expenses and costs in carrying out the rights and powers of the Association as is provided for in this Declaration and/or in the Articles and/or Bylaws of the Association.

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

(e) Notice of Delinquency. At any time after any general or special charge and assessment against any unit has become delinquent the Association shall send to the owner the notice required by California Civil Code Section 1367 (a) as that section may from time to time be amended, and if the charge or assessment remains unpaid, the Association may record a Notice of Delinquency as to such unit which Notice shall state therein the amount of such delinquency, and the interest, costs, (including attorneys' fees) and late charges which have accrued thereon, a description of the unit against which the same has been assessed, and the name of the record or reputed record owner thereof, and such Notice shall be signed by an officer of the Association; provided that upon the payment of said charges and assessments, interest, late charges and costs in connection with such Notice that has been so recorded, or other satisfaction thereof, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

(f) Attachment of Lien. Immediately upon the recording of any Notice of Delinquency pursuant thereto, the amounts of the delinquency set forth therein and the interest, costs and late charges accrued and accruing thereon shall be and become a lien upon the unit or units described therein, which lien shall continue until the amount of such delinquency and the interest, costs and late charges accrued thereon has been fully paid or otherwise satisfied or the lien foreclosed as provided for herein.

(g) Enforcement of Liens. Each lien established pursuant to the provisions of this Declaration as hereinabove provided may be foreclosed as and 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 of the owners (or the Board shall be permitted to appoint a duly authorized representative or trustee for such sale) after failure of the owner of the unit to discharge such delinquency and the interest, costs and penalties accrued thereon, such sale to be conducted in accordance with the provisions of Section 2924, 2924b and 2924c of the Civil Code of the State of California, or in such other manner permitted by law. In any action to foreclose any

such lien or sell any unit or units pursuant to the power of sale herein given the Association shall be entitled to such costs, including reasonable attorneys' fees, and such late charges for delinquent charges and assessments as shall have been established by the Board of the Association, or shall otherwise be allowable by law, or if applicable, a court of competent jurisdiction.

(h) Interest, Costs and Late Charges. Interest shall accrue at the rate of twelve (12%) percent per annum upon all unpaid charges or assessments from the time of delinquency. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorneys' fees and such late charges as may be established by the Board of the Association and allowed by applicable law.

(i) Mortgage and Trust Deeds. Each and every lien, charge and assessment, together with any costs, late charges or interest, established, reserved or imposed under this Declaration shall be subordinate to any valid bona fide mortgage or trust deed (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any unit covered by this Declaration; provided, however, that any subsequent owner who shall purchase at a foreclosure sale or a trust deed sale, or otherwise, any unit located on the subject property, shall be subject to all restrictions, conditions, covenants, reservations, charges and liens set out in this Declaration, except that no purchaser at a foreclosure sale or trust deed sale shall be subject to any liens or charges on a unit arising before said sale.

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

Section 4. Regulation and Maintenance of Common Areas.

(a) 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 (subject to the provisions of Article VIII of this Declaration), the common areas, and all improvements thereon.

(b) The Association shall have the right to suspend any or all of the rights and privileges of any owner or member of the Association to use the common areas (other than those uses directly and necessarily related to the occupancy of and access to a unit) or to vote in Association affairs, for any period during which any assessment or special charge to which his interest is subject remains delinquent or unpaid; and during any period of time during which such owner or member is in violation of any provision of this Declaration.

## ARTICLE V

### Enforcement of Title

Section 1. Enforcement.

The Association or any owner or owners shall have the right and power to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the

provisions of this Declaration which shall be incorporated by reference and made part of any conveyance, lease or contract of sale upon said property covered by this Declaration or any portion thereof; provided, however, that such right and/or power of the Association shall not be exclusive unless expressly so provided, and when not exclusive may be exercised severally or jointly with any owner or owners.

Section 2. Nuisances and Violation 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 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 Association shall be entitled to reasonable attorneys' fees for the bringing of said injunction or abatement proceedings from the party enjoined.

## ARTICLE VI

### Remedies of Association and Owners

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

## ARTICLE VII

### Duration and Modification

Section 1. Duration of Restrictions.

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

property subject thereto in the manner and to the extent therein provided. In the event that any such written agreement of change or modification shall be executed and recorded as provided herein, the restrictions, conditions, covenants, reservations, liens and charges as changed or modified thereby shall continue in force for successive periods of ten years unless 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 by the owners of three-fourths (75%) of the units and recorded; The Association shall be considered as an owner for purposes of this section to the extent that it holds record title to units.

## ARTICLE VIII

### Termination

Section I. Total Destruction of Buildings.

(a) Noninsured Risk. In the event that all buildings located on the subject property shall be destroyed, or that substantially all buildings shall be destroyed, so as to impair substantially the value of the remaining buildings on the subject property, by an Act of God or by any other cause which is not covered by insurance, the fee title to all units shall automatically revert to the Association immediately upon the happening of the destruction, and all restrictions, limitations, conditions and covenants contained in this Declaration shall determine so that the owners shall hold title to the subject property in fee simple, subject to none of the provisions of this Declaration except those provisions contained in this Article VIII; the subject property shall thereupon be sold as soon as possible. The proceeds of said sale shall be divided into as many shares as there exists units in said real estate development immediately prior to said destruction and one such share distributed to the owner or owners of each such unit. In the case of a mortgagee or trustee or beneficiary of a trust deed given in good faith for value, the indebtedness of said mortgagee or trustee or beneficiary of a trust deed shall be discharged first from the share of the proceeds belonging to the owner of the unit securing said indebtedness, and the balance, if any, shall then be paid to said owner. After the sale is completed, the Association shall be dissolved and its remaining assets, if any, distributed in accordance with the Articles and Bylaws of the Association.

(b) If a part of the common area located on subject property is destroyed in such a manner that the value of the remaining buildings is not substantially impaired, the fee title to individual units shall not determine, and the Association shall be obligated to replace and restore the common area as it existed prior to the destruction out of any insurance proceeds received. In the event of a non-insured risk or if the insurance proceeds are insufficient to replace and restore the common area, the Association shall replace and restore the common area as it existed prior to the destruction at no expense to individual unit owners (other than any expense said owners may be required to pay as members of the Association).

(c) In the event that either or both of the circumstances mentioned in Paragraphs (a) and

(b) occur and insurance proceeds are insufficient to pay all the costs of repairing or rebuilding the Board shall make up any deficiency by levying an assessment as provided in Subsection (b) (1) of Section 3, of Article IV, which total assessment shall be divided into as many shares as there were total units in said real estate development immediately prior to such destruction and one such share shall be assessed to the owner or owners of each such unit. Immediately upon the recording of Notice of Assessment, the assessment set forth therein shall be and become a lien upon the unit or units described therein which lien shall continue until the amount of such deficiency, and the interest, costs and penalties accrued thereon has been fully paid or otherwise satisfied, or the lien foreclosed as provided for in Subsection (g) of Section 3, Article IV.

Section 2. 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 3. 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 units to determine, and the owner or owners of each unit 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 units in said real estate development at the time of said taking as tenant in common with the other owners of units in said real estate development.

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

## ARTICLE IX

### Miscellaneous

Section 1. Voting Rights.

The owner of each unit, including the Association if it owns a unit, shall be entitled to one (1) vote for each unit owned in connection with the election requiring a vote of members of the Association. Such votes shall be exercised in the manner prescribed by the Bylaws. In case of any inconsistency between the Bylaws and this Declaration, the provision of this Declaration shall be controlling.

Section 2. Acceptance of Provisions by Grantees.

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

Section 3. Interpretation of Restrictions.

This Declaration shall be interpreted and applied so as to promote 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 or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the use and/or occupancy of any unit, or upon the construction of buildings or structures, or in connection with any other matters than are imposed or required by such provisions of law or ordinances or by such rules, regulations, or permits or by such easements, covenants and agreements, then in that case the provisions of this Declaration shall control.

Section 4. Construction and Validity of Restrictions.

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

Section 5. Waiver and Exemptions.

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

Section 6. Titles.

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

Section 7. Singular and Plural, Masculine and Feminine.

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

Section 8. Successors in Interest.

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

Section 9. Encroachments.

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

encroachment occurred due to the willful conduct of said owner or owners.

Section 10. Consent of Authorities.

The right of the Association or owners to construct any individual improvements, or make any additions to existing improvements, or do any of the acts herein referred to shall be subject to obtaining any necessary approvals or permits from any governmental authority or agency which may have jurisdiction over such activity, including without limitation to the Monterey City Planning Department and other appropriate officials of the City of Monterey, California.

Section 11. Protection of Mortgages of 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 of 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.

Dated: 9/18/99

William Brazil  
President

Dated: 9/18/99

Kenneth L. Dorking  
Secretary

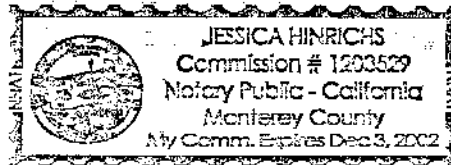
**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF MONTEREY )

On September 18, 1999, before me, Jessica Hinrichs <sup>NOTARY PUBLIC</sup> personally appeared William Brazil and Kenneth L.C. Dorking personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Jessica Hinrichs



**END OF DOCUMENT**

**TANGLEWOOD COMMUNITY ASSOCIATION**

**DECLARATION OF PROTECTIVE RESTRICTIONS**

This Declaration of Protective Restrictions is hereby made on the date hereinafter set forth by TANGLEWOOD COMMUNITY ASSOCIATION hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, this Declaration covers certain real property located in Monterey County, California, which is more particularly described as "ALL of Block 17, Tract 639, Skyline Forest No. 7, in the City of Monterey, County of Monterey, State of California, per the map filed August 25, 1971, in the office of the County Recorder of said county, in Volume II, Cities and Towns, page 15"; and

WHEREAS, said property is a project consisting of condominiums as defined in Section 783 of the California Civil Code, the elements of which are described more particularly herein; and

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

WHEREAS, when recorded with the Monterey County Recorder, this Declaration of Protective Restrictions supersedes all prior Declarations and amendments thereto relating to the property described herein;

NOW, THEREFORE, Declarant hereby declares that said property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and conditions all of which are declared and agreed to be in furtherance of a plan for the improvement of said property as a condominium project, and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of said property and every part thereof. All of the limitations, covenants, restrictions and conditions shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest therein or any part thereof, and shall be for the benefit of each owner of any portion of said property or any interest therein and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

**ARTICLE I**

**Property Subject to Declaration**

The real property subject to this Declaration which hereinbefore, and hereinafter, is referred to as "said property" or "subject property" is situate in Monterey County, California and is more particularly described as follows: All of Block 17, Tract 639, Skyline Forest No. 7, in the City of

**READ & APPROVED**

X

*BS*

DATE

*6/29/02*

X

DATE