

**RESTATED AND AMENDED
DECLARATION OF PROTECTIVE RESTRICTIONS
(VILLA VIA JOAQUIN)**

This Restated and Amended Declaration of Protective Restrictions restates in full and amends that certain Declaration of Protective Restrictions executed by Monterey Adobe Associates, Ltd. ("Declarant") on January 7, 1982, and recorded, February 19, 1982, Reel 1533, pages 663 et seq., Official Records of Monterey County, California.

RECITALS:

A. Said Declaration of Protective Restrictions and this Restated and Amended version of the same affect certain real property, hereafter described, improved by a common interest development consisting of 15 condominium units and an appurtenant common area.

B. Said Monterey Adobe Associates, Ltd. ("Declarant") has sold all the units in said real property and has divested itself of all interest in the units and in the common area.

C. For the purpose of eliminating any reference to Declarant in the Protective Restrictions and for the purpose of making certain other amendments to the Protective Restrictions, this Restated and Amended Declaration of Protective Restrictions, is adopted by the owners of 75% of the units and by the members representing a majority of the voting power of the Association according to the provisions of ARTICLE VII Section 2 of the former Declaration of Protective Restrictions.

D. The common interest development is a planned development within the meaning of § 1351 of the Civil Code.

NOW THEREFORE, IT IS HEREBY DECLARED:

**ARTICLE I
PROPERTY SUBJECT TO DECLARATION**

The real property subject to this Declaration is situated in Monterey County, State of California and is more particularly described as follows:

VILLA VIA JOAQUIN CONDOMINIUMS TRACT NO. 940, according to the map thereof recorded on January 7, 1982, in Volume 14 of Cities and Towns, at Page 75, in the office of the County Recorder of said County.

**ARTICLE II
DEFINITIONS**

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

Section 1. Articles. The Articles of Incorporation of VILLA VIA JOAQUIN COMMUNITY ASSOCIATION.

Section 2. Association. The VILLA VIA JOAQUIN COMMUNITY ASSOCIATION, a nonprofit mutual benefit corporation, and its successor(s).

Section 3. Board. The Board of Directors of VILLA VIA JOAQUIN COMMUNITY ASSOCIATION.

Section 4. Bylaws. The Bylaws of the VILLA VIA JOAQUIN COMMUNITY ASSOCIATION, as the same may be amended from time to time.

Section 5. Common Area. All areas of the subject property that are not Units. The boundaries and elements of the Common Area are as shown on the Subdivision Map.

Section 6. Condominium. An estate in real property consisting of a fee interest in a Unit, a fractional undivided interest in the Common Area, a membership in the Association and any Exclusive Use Common Area appurtenant to the Unit.

Section 7. Declaration. This Restated and Amended Declaration of Protective Restrictions, as the same may be amended, changed or modified from time to time.

Section 8. Exclusive Use Common Area. The certain portions of the Common Area reserved exclusive use of the Owner of a particular Unit. These portions are:

- A. Parking areas designated by number on the Subdivision Map;
- B. Storage areas designated by number on the Subdivision a Map; and
- C. Patios and rear and side yards as designated on the Subdivision Map.

Section 9. Governing Instruments. The Declaration,

Articles, Bylaws and the Ground Rules of the Association.

Section 10. Ground Rules. The Rules and regulations adopted by the Association governing the use of the Common Area and the conduct of the Owners with relation to their respective Units.

Section 11. Member. Every person or entity entitled to membership in the Association.

Section 12. Owner. The record owner of any Unit shown on the Map, whose record interest is shown on the records of the County Recorder of the County of Monterey, State of California.

Section 13. Person. A person shall include a natural person, corporation or any other entity.

Section 14. Project. The real property within the confines of the Subdivision Map. (This definition is synonymous with the definition of "Subject Property")

Section 15. Subdivision Map. The final map entitled VILLA VIA JOAQUIN TRACT NO. 940, recorded the 7th day of January 1982, in Volume 14 of Cities and Towns, at Page 75, in the official Records of the County of Monterey.

Section 16. Subject Property. All property within the confines of the real property shown on the Subdivision Map.

Section 17. Unit. The elements of a condominium which are a separate fee interest and which are not owned in common with the owners of other units in the project. The dimensions of the various Units are shown the Subdivision Map. The interior surfaces of the perimeter walls; floors; ceilings and doors within a Unit are part of the Unit and any other portion of the walls, floors, ceilings and doors are part of the Common Area.

ARTICLE III PROPERTY

Section 1. Project. The entire Project consisting of the individual Units and the Common Area are subject to this Declaration.

Section 2. Provisions Governing the Common Area. The following provisions, among others, govern the Common Area:

A. The Association shall have an easement throughout the Common Area and its improvements to perform its duties.

B. There shall be no judicial partition of the Common Area.

C. Subject to any exclusive right of a particular Owner to use an Exclusive Use Common Area, each Owner has nonexclusive rights of ingress, egress and support through the Common Area. These rights are defined as fractional interests in the Common Area and are inseparable from the respective Unit and shall pass with the conveyance of a Unit. No Person shall own any portion of the Common Area except as the Owner of a Unit.

D. The rights of the Owners to the use and enjoyment of the Common Area are subject to the restrictions set forth in the Governing Instruments, including:

(1) The right of the Association to adopt reasonable rules and regulations governing the Common Area;

(2) The right of the Association to reasonably limit the number of guests to use the Common Area;

(3) The right of the Association to suspend the rights of any Owner, and any Person deriving rights from any Owner, to use the Common Area for any period during which the Owner is delinquent in the payment of assessments;

(4) The right of the Association to cause the construction of additional improvements in the Common Area or to alter, remove or renovate the improvements thereon.

(5) The right of the Association to grant, join in the conveyance of easements, rights of way and licenses over, on, or under the Common Area.

(6) The right of each Owner to the exclusive use of any Exclusive Use Common Area appurtenant to the Owner's Unit.

**ARTICLE IV
RESTRICTIONS ON THE USE, OCCUPANCY, LEASE
AND TRANSFER OF PROPERTY**

Section 1. Residential Property. No building or other structure shall be constructed, erected, altered or maintained upon any portion of Subject Property which shall be used, designed or intended to be used for any purpose other than residential purposes, or as part of the Common Area to serve the Units.

Section 2. Restriction on Occupancy. No two-bedroom unit shall be occupied on a permanent basis by more than four (4)

persons; and no three-bedroom unit shall be occupied on a permanent basis by more than five (5) persons.

Section 3. Animals. The raising, breeding or keeping of animals, poultry or reptiles for pleasure or commercial gain is prohibited on any portion of the property, except that one household pet (no larger than 35 pounds) may be kept in a unit for pleasure. A household pet means a domesticated bird, cat, dog, or aquatic animal in an aquarium or any other animal agreed to between the pet owner and the Association. Notwithstanding the foregoing, no pets may be kept on the property which result in an annoyance or are obnoxious to other Unit Owners and to any Persons deriving rights from an Owner. The Board may enact Bylaws and Ground Rules, from time to time, regarding the areas in which pets may be permitted and regarding other restrictions on the maintenance of pets.

Section 4. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of said property and no odor shall be permitted to arise therefrom which is or may be detrimental to any of the property in the Project or to any Owners or Persons deriving rights from an Owner and no nuisance shall be permitted to exist or operate upon any portion of said property which is offensive or detrimental to any property in the vicinity thereof or to its occupants.

Section 5. Motor Vehicles, Mobile Homes, Trailers, Boats, Tents and Parking. Motor vehicles, including sports vehicles, may be kept on the Subject Property so long as parked in an area designated for general parking as shown on the Subdivision Map or as designated by the Association from time to time, or in Exclusive Use Common Area reserved for the parking of motor vehicles belonging to the respective Owner of the Unit. Motor homes may be parked in such limited area and for such duration as the Association may determine. An Owner's boat or small trailer may be kept in the Exclusive Use Common Area reserved for the parking of the Owner's motor vehicle. Except as provided above, no mobile home, trailer of any kind, permanent tent or similar structure, no truck exceeding 5,500 lbs., camper, motor home, recreational vehicle or boat shall be kept, placed, maintained, occupied, constructed, reconstructed, or repaired on the Subject Property (except for bona fide emergency repairs).

Section 6. Condition and Repair. No building, structure or other improvement in the Project shall be permitted to fall into disrepair, and each such building, structure and other improvement shall at all times be kept in good condition and repair and adequately painted. With respect thereto, each Owner shall maintain in good condition and repair, at the Owner's cost, that Owner's

Unit, including the fixtures and equipment therein, and any appurtenant Exclusive Use Common Area.

Section 7. Compliance with Rules and Regulations. The Owner of each Unit shall not do or permit or suffer anything to be done which will or may have a tendency to increase the rate of fire insurance on the building containing the affected 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 the Owner's Unit is a part; no Owner shall interfere with the rights of Owners of other Units or annoy any of such by unreasonable noises or otherwise; all 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 with respect to occupancy and use of Units, the Common Area, and any community facilities. No Owner shall construct anything upon or alter any part of the Common Area without consent of the Association.

Section 8. No Business Activity. No trades, craft, commercial or manufacturing enterprise or business activity of any kind shall be conducted or carried on within the Project, nor, shall anything be kept or stored outside of any building in any manner objectionable to other residents of this Project.

Section 9. Landscaping. All landscaped areas of the Common Area shall be continuously maintained in a weed-free and litter-free condition, and all plant material shall be watered, weeded, and continuously maintained in a healthy growing condition.

Section 10. Transfer of Ownership. No Owner shall transfer title to a Unit before providing the prospective purchaser with those items provided in § 1368 of the Civil Code. Such items to be given to the prospective purchaser may be obtained by the Owner from the Association, at the owner's cost within ten days after written request therefor. Nor shall there be a transfer until the purchaser agrees in writing to be bound to the Governing Instruments, including the obligation to pay all charges and assessments.

Section 11. Leasing or Renting. 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 the Governing Instruments, including the obligation to pay all charges and assessments. Notwithstanding any agreement between the Owner and the prospective tenant to the contrary, the leasing or rental of a Unit or occupancy of by a guest of an Owner 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 six months.

Section 12. Architectural Control. The following general building, architectural and planning requirements apply to activities within the Project:

A. **Construction of Building, Fence, Wall or Other Structure.** No building, fence, wall or other structure including radio, television or other antennas shall be erected or maintained upon any part of the Project (including Exclusive Use Common Area), nor shall any repair, addition or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing by the Board. In the event the Board fails to approve or disapprove such design and location within ninety 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.

B. **Developments, Additions or Alterations.** No development, addition, alteration or change in the structures in the project shall be undertaken unless or until approved by the City of Monterey.

C. **Billboard and Signs.** No commercial billboard or sign 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 summarily removed and destroyed. However, individual Unit Owners will be allowed, without obtaining Board approval, to place a For Sale sign in the window of their respective Unit. The For Sale signs shall conform to the typical real estate For Sale signs used in the area and shall be the size and shape allowed by the City of Monterey. Notwithstanding the foregoing an Owner may display a flag of the United States in the manner set forth in California Civil Code § 1353.5 and an Owner may post or display noncommercial signs, posters, flags and banners as defined in California Civil Code §1353.6 so long as no sign or poster exceeds 9 square feet in size and no flag or banner exceeds 15 square feet in size.

ARTICLE V

NOTICE OF AIRPORT IN VICINITY

This property (Project) is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

ARTICLE VI POWERS AND DUTIES OF THE ASSOCIATION

The Association is a California nonprofit mutual benefit corporation, which shall have the rights, powers and duties as set forth in the Governing Instruments, together with its general powers prescribed by law, subject to the limitations imposed by law and the Governing Instruments. The Association shall do and perform each and every of the following for the benefit, maintenance and improvements of the Project, and for the benefit of the Owners thereof, to wit:

Section 1. Membership. Every Owner upon becoming an Owner shall automatically become a member of the Association and membership shall cease upon the Owner no longer holding an interest in a Unit. All memberships shall be appurtenant to the respective Unit and may not be transferred, hypothecated, or alienated in any way except as a part of a transfer of full ownership in the Unit.

Section 2. Voting Rights.

A. General Rule. Each record Owner of a Unit shall be entitled to one vote. In the case of an Owner owning more than one Unit, the Owner shall be entitled to as many votes as the number of Units stand of record in the name of such Owner.

B. Multiple Ownership in the Same Unit. If a Unit stands in the name of two or more persons, whether as fiduciaries, members of a partnership, joint tenants, husband and wife as community property, etc., there shall be only one accepted vote. Co-owners may designate in writing which of their number will be entitled to vote and that writing shall be furnished to the Secretary of the Association; and in the absence of such furnished writing if only one votes, such act binds all and if more than one votes, the act of the majority binds all.

C. Proxy Voting. Votes shall be cast in person or by

proxy. Proxy voting shall be in accordance with the provisions of the California Corporations Code relating to Non-Profit Mutual Benefit Corporations.

Section 3. Membership. A general meeting of the membership shall be held at least annually for the election of members of the Board and officers of the Association and for other matters. All other provisions regarding memberships meetings shall be set forth in other Governing Documents. In the event of a conflict the provisions of the Declaration shall prevail.

Section 4. Board of Directors. The affairs of the Association shall be conducted by a Board of Directors as provided in the Bylaws.

Section 5. Powers and Duties of Association. The Association shall have the following powers and duties.

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 and not required to be maintained by the individual Unit Owners; 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; to delegate its duties or assign its rights relative to management and control of the Common Area to a management company or other entity, 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, clean up and/or burn grass and weeds and to remove any unsightly or obnoxious things from all parts of the Subject Property, including Exclusive Use Common Areas, and to take such action as may be necessary or desirable to keep the Subject Property neat and in good order; and, after following procedures set forth in the Governing Instruments, to bring an action at law against the Owner who fails to perform the Owner's duties with respect to cleanup. The action may be for the cleanup costs by the Association, for costs of suit and attorney's fees.

C. **Insurance.**

(1) To purchase, carry and at all times maintain in force fire and casualty insurance with extended coverage endorsement. The amount of coverage to be determined by the Board. This insurance shall be for the benefit of the Association, the individual owners and their mortgagees as their interests may appear.

(2) To obtain and maintain errors and omission coverage for the directors and officers of the Association in the amount of at least \$500,000, or such greater minimum amounts as may from time to time be required by California Civil Code §1365.7, to protect directors and officers from liability under certain conditions.

(3) To obtain and maintain public liability insurance, insuring the Association in the amount of at least \$2,000,000, or such greater minimum amounts as may be required from time to time by California §1365.9 in order to protect Owners from liability, by reason of their ownership interest in the Common Area."

The Association shall be deemed the trustee of all named insureds with respect to fire and casualty insurance purchased by the Association and shall be paid all the proceeds for the purpose of repairing and replacing the property for which the insurance was carried. With respect to all policies obtained by the Association, the Association, through its Board, is authorized to negotiate loss settlements and to compromise and settle claims or to enforce any claim by legal action.

The Owners shall be expected to maintain insurance on personal upgrading or improvements to their respective units and 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.

D. Payment for Public Utilities & Community Services. To pay for all water, electricity, gas and other necessary utilities furnished to the Common Area, and to the extent not separately metered, to the Units.

E. Repairs and Maintenance. To keep in good order and repair and in a sanitary and attractive condition all buildings, structures and other improvements in the Common Area, and all conduits carrying water, gas, electrical wires and sewage in or under the Subject Property. In the event of a dangerous condition or nuisance within a Unit affecting the Unit or any other portion of the Project, the Association, after giving reasonable notice to the Owner and any Occupant of entry and of the opportunity to repair within a reasonable period of time, may enter the Unit in order to make such repairs and maintenance as may be reasonably necessary for the preservation of the Project; and the Association, after following the procedure set forth in the Governing Instruments, may bring an action at law against the respective Owner for any cost incurred by the Association for the repairs or corrections, for costs of suit and attorney fees.

F. Utility Easement through Units & the Common Area.

To keep and maintain such easements in the walls, above the interior ceilings, below the interior floors, and under the Units as may be necessary for installation, operation and maintenance of utilities and services, including conduits carrying gas and water, electric wires, sewage, telephones 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 a Unit in a manner that would prevent or impair the use and enjoyment of the Unit for residential living purposes; subject, however, to the right of the Association to repair and maintain said easements shall include the right to enter a Unit, after reasonable notice to the Owner or Occupant in order to perform the necessary maintenance and repair. In addition, the Association shall have the power to convey said easements to third parties as necessary to provide said utilities and services.

G. Wood-Destroying Pests and Organisms.

The Association shall be responsible for the maintenance and repair to the Common Area occasioned by the presence of wood-destroying pests or organisms; otherwise the responsibility shall be that of the respective Unit Owner. Notwithstanding the foregoing, the costs of any temporary relocation during the maintenance and repair of areas within the responsibility of the Association shall be borne by the affected Unit Owner. The Association may cause a summary temporary relocation of any Occupant for such periods and for such time as may be necessary for the prompt and effective treatment of wood-destroying pests and organisms; provided the procedure of the California Civil Code § 1364 is observed.

H. Preparation and Distribution of Documents to the Membership. The Association shall prepare annually and distribute to all members the following documentation:

(1) Budget. A proforma operating budget not less than 45 days and not more than 60 days prior to the beginning of the Association's fiscal year. Such budget contain the matters set forth in California Civil Code § 1365.

(2) Insurance. A summary of the Association's property, general liability and other insurance, giving the information set forth in said California Civil Code § 1365 within 60 prior to the beginning of the Association's fiscal year.

(3) Delinquency Policy. A statement of the Association's policies and practices respecting the enforcement of lien rights and other remedies in the event of a default in the payment of assessments, together with the notice described in California Civil Code § 1365.1. within 60 days prior to the

beginning of the Association's fiscal year.

(4) Alternative Dispute. A summary of California Civil Code § 1354 dealing with the enforcement of equitable servitudes and alternate dispute resolutions, which summary shall conclude with the warning set forth in subdivision (i) of that section; said summary to be provided at the time of the presentation of the proforma budget.

I. Contracts. To enter into contracts (subject to the limitations hereinafter set forth) consistent with power and authority with any person entity or body politic and any department, branch, board, commission, or contracting authority.

J. Legal Actions, Arbitration, Mediation. To commence and maintain in its own name, on behalf of itself and/or any Owner (with the Owner's consent) or in the name of or on behalf of, and as the agent of, any Owner, with the Owner's consent, legal actions and arbitration and mediation proceedings, including actions to restrain and enjoin any breach or threatened breach of this Declaration, and to pay the expenses therefor. The requirements of California Civil Code § 1354 of, relating to alternative dispute resolution, shall be applicable to any action brought by the Association to enforce the covenants and restrictions in this Declaration.

K. Ground Rules. To make, establish, publish, promulgate, amend, repeal, and to enforce Ground Rules which shall be binding upon the Owner(s) and Occupant of each Unit; provided all Ground Rules shall apply equally to Owners and provided further, that no Ground Rules, or amendment or repeal of the same shall be effective until and unless the procedures provided in California Civil Code §§ 1357.130 and 1357.140 are observed.

L. General Powers. Subject to the limitations in the Governing Instruments, to do all things which a California non-profit mutual benefit corporation may do in operating for the benefit of its members and including all lawful things which may be authorized, required or permitted to be done by virtue of this Declaration and other Governing Instruments

M. Legal Protection of Declaration and Rights Against Owners. The Association shall have the right to declare and to prosecute any action against an Owner or any person having rights under an Owner for the violation of any condition, restriction or covenant set forth in the Governing Instruments; any expense incurred by the Association in such action shall constitute a special charge which may be levied and collected from respective Owners in the manner set forth in the Governing Instruments.

Section 6. Limitations on the Powers of the Association.

The Association shall be prohibited from taking any of the following actions:

A. Entering into a Contract. Entering into a contract with a third person for goods and services, without the consent of the members, for a term longer than one year; except for insurance policies of not to exceed three years' duration, provided that the policy permits cancellation by the Association after one year upon giving 90 days notice ; and also except for those contracts described as exception to the one year rule as set forth in California Code of Regulations, Title 10 § 2792.21d.

B. Paying Compensation. Paying compensation to members of the Board 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.

ARTICLE VII ASSESSMENTS AND COLLECTION PROCEDURE

Section 1. Assessments and Liens. Each Unit shall be subject to general and special assessments and to liens to secure the payment of same. The Board shall have the authority to fix and establish the amounts of general and special assessments provided for in this Declaration and to add interest, costs of collection and penalties for late or nonpayment of such assessments. The assessments, interest, costs of collection and penalties shall also be the personal debt of the Owner of the respective Unit.

Section 2. General Assessment. A general annual assessment against the Owner of a Unit within the Project shall be fixed and established annually as follows:

A. Fixing of Assessment. The Board shall within 60 days prior to the beginning of a fiscal year, fix the general assessment payable monthly for the ensuing year. The amount so fixed shall be determined by an estimate of cash requirements for the ensuing year for the operation of the Association; for the maintenance, and operation of the Common Area, including repairs and improvements thereto; for such reserves, as the Board may determine reasonable, for future improvements, for contingencies; and for the payment of previously incurred obligations.

B. Notice to Unit Owners of Meeting. Ten days written notice shall be mailed or hand delivered to all the Unit Owners of the Board meeting at which the general assessment is scheduled to be fixed. The notice shall include the date, time and place of the Board meeting and the estimated amount of assessment to be submitted to the Board for consideration. The Unit Owners may not

vote on the amount of the general assessment although they may present their views at the Board meeting; except however, the Board may not, without the approval a majority of the Owners at a duly constituted meeting of the Owners at which at least 50% of the Owners are present, in person or by proxy, impose a general assessment which is more than 20% greater than the general assessment for the calendar year immediately preceding the calendar year for which the assessment is fixed. The foregoing 20% limitation, however shall not apply in "emergency situations" which are:

(1) An extraordinary expense required by an order of the court;

(2) An extraordinary expense necessary to repair or maintain that part of the Common Area where a threat to personal safety is discovered; or

(3) An extraordinary expense to repair or maintain all or part of the Common Area for which the Association could not have reasonably foreseen in developing the proforma budget; provided however, such assessment is conditioned upon the Board passing a resolution containing written findings as the necessity of the extraordinary expense and why the same could not have been reasonably been foreseen and thereafter distributing a copy of the resolution to the Association members.

C. Apportionment and Due Date. The general assessment shall be apportioned equally among all the Units and the sum allocable to each Unit shall be a general assessment and charge against the respective Unit for the ensuing calendar year; such general assessment shall be due and payable, in equal monthly installments, payable on the first day of each month during the calendar year for which the assessment is applicable.

D. Increase in General Assessment. The amount of the general assessment may be amended by the Board, from time to time, if the circumstances so warrant, in the reasonable discretion of the Board, subject however to notice to the Unit Owners as provided in the case of an initial fixing of the assessment and subject to the 20% increase limitation as provided in subparagraph B above and the notice provision provided in subparagraph E below.

E. Notice of Increased Assessment. The Association shall hand deliver or mail by first class mail notice to the Unit Owners of any increase in any regular general assessment not less than 30 days or more than 60 days prior to the same becoming due. This notice provision applies to an increase determined pursuant to the provisions of paragraphs B or D of this Section 2.

Section 3. Special Assessments and Special Charges. Special assessments and charges shall be established as follows:

A. The membership of the Association, by the vote at a membership meeting or by written consent of the membership may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Such special assessment shall be allocated equally to each Unit and shall be payable in a lump sum or in periodic payments and at such time as the membership may determine; provided that special assessments shall not be due less than 30 nor more than 60 days after notice thereof is mailed or delivered to the Owners.

B. A monetary charge ("Special Charge") may be imposed by the Association as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Area and the facilities therein caused by a member, the member's guests or the member's tenants. Such Special Charge may be a lien against the Owner's Unit and may be foreclosed upon in the same manner as relates to the foreclosure of assessments. No special assessment affecting less than all the Units shall be made without a noticed hearing before the Board, at which time the affected Owners may present their case.

Section 4. Enforcement of Assessments. The Board shall have sole authority to collect and enforce the collection of all assessments and all Special Charges, as defined in this Article, may, in addition to such charges and assessments, may levy costs of collection, reasonable attorney fees, late charges and interest for delinquency.

A. **Delinquency, Costs of Collection, Late Charges and Interest.** General and special assessments and Special Charges are delinquent 30 days after due date. If the assessment or charge is delinquent the Association may recover (1) the reasonable costs of collection, including attorney fees; (2) late charges not to exceed 10% of the delinquency, or \$10 whichever is greater; and (3) interest not exceeding 12% per annum, commencing 30 days after the assessment becomes due.

B. **Notice of Delinquency and Lien.** Before the Association may place a lien on a Unit for delinquent assessments or Special Charge, the Association must notify the Owner, in writing, by certified mail at least 30 prior to the recording of a notice of delinquent assessment of the following:

(1) A general description of the collection and enforcement procedures of the Association and the method of calculating of the amount; a statement that the Owner has the right to inspect the Association's records and the warning notice as provided in California Civil Code § 1367.1;

(2) An itemized statement of the charges owed by the

Owner, including the indication of the amount of fees and reasonable costs of collection, reasonable attorney fees, any late charges and interest;

(3) A statement that the Owner will not be liable to pay the charges, interest and costs of collection if the assessment is paid on time; and

(4) The right of the Owner to request a meeting with the Board as provided in subdivision (c) of California Civil Code § 1367.1 for the purpose of disputing the assessment and/or to establish a payment plan.

C. Notice of Delinquent Assessment. Not less than 30 days after the notice of delinquency directed to the Owner as provided in paragraph B of this Section 4, the Association may record a notice of delinquent assessment containing the information and signed in the manner specified in California Civil Code § 1367.1, and mailed in the manner specified in California Civil Code § 2924b to all record Owners of the Owner's interest 10 calendar days after recording. Immediately upon the recording of the notice of delinquency, the amount of the delinquency set forth on the notice and the interest, late charges and costs, thereon shall be a lien upon the Unit(s) described therein, which lien shall continue until the amount of such delinquency and the interest, costs and penalties accrued thereon have been fully paid or otherwise satisfied or the lien foreclosed as provided for herein.

D. Enforcement of Liens. After the expiration of 30 days after the recording of the notice of delinquency the lien may be enforced by judicial or non-judicial sale as provided in California Civil Code § 1367.1(g)

ARTICLE VIII

ENFORCEMENT OF CONDITIONS, RESTRICTIONS AND COVENANTS

Section 1. Enforcement. The conditions, restrictions and covenants in this Declaration shall be equitable servitudes on the Subject Property and may be enforced at law or in equity, jointly or severally by the Association and the Owners, unless enforcement is expressly reserved for the Association; provided however the provisions of California Civil Code § 1354 relative to alternate dispute resolution are to be observed if such section is

applicable. Every Owner has the right to bring appropriate action against the other Owners.

Section 2. Duty of Enforcement by Association. The Board has the duty to enforce restrictions related to the Common Area and to architectural control.

Section 3. Attorneys Fees. In the event of any action to enforce the conditions, covenants or restrictions in this Declaration, or in any of the other Governing Instruments, the prevailing party shall be entitled to reasonable attorney fees.

Section 4. Fair Hearing Afforded Owners. No action may be taken by the Association to impose any monetary penalty, or other discipline for failure to comply with this Declaration or any Ground Rule adopted pursuant hereto, unless the accused has been given reasonable notice and the opportunity to be heard by the Board of Directors with respect to the alleged violations before a decision to impose discipline is reached.

**ARTICLE IX
DURATION AND MODIFICATION OF RESTRICTIONS**

Section 1. Duration of Restrictions. All of the restrictions, conditions, covenants, liens and charges set forth in this Declaration shall continue and remain in full force and effect at all times against the Subject Property and the Owners, subject to the right to amend, change, modify, and terminate as provided for in this document 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 years and thereafter for successive periods of ten years each without limitation, unless within the six months prior to January 1, 2030, 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 of more than two-thirds of the Units by terms of which agreement any or all of said restrictions, conditions, covenants, liens and charges are changed, modified or extinguished in whole or in part as to all or any part of the Subject Property. 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, 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. Amendment of Declaration.

A. **By Members.** This Declaration may be amended; (a) by the vote or written document of at least 75% of the voting power of the members of the Association; (b) that fact is certified and acknowledged by the president or secretary of the Association; and (c) the writing is recorded in the office of the Monterey Count

Recorder. Immediately thereafter a copy of the amendment shall be mailed to the Owners.

B. By Court Order. In the event more than 50% of the members vote in favor of the amendment, the Association or any Owner may petition the Monterey County Superior Court for an order reducing the percentage of affirmative votes necessary to for such a amendment. The provisions of California Civil Code § 1356 apply to such a proceeding.

ARTICLE X TERMINATION

Section 1. Destruction of Improvements.

A. Automatic Restoration. In the event of a total or partial destruction of any improvements in the Project, (including Common Area and Units) and if the available proceeds of the insurance carried are sufficient to cover at least ninety percent (90%) of the estimated cost of restoration, the improvements shall be promptly repaired and restored unless the Owners holding 75% of the voting power of the members of the Association at a membership meeting, or by written assent, determine, within 90 days after destruction, that restoration should not take place.

B. Restoration by Consent of Owners. If the proceeds of such insurance are less than ninety percent (90%) of the costs of reconstruction, such reconstruction shall not take place unless a majority of voting power of the members of the Association at a membership meeting or by written assent elect to rebuild.

Section 2 Assessments. In the event of a restoration pursuant to either Paragraphs A or B above, the Board shall levy a special assessment against each Owner to provide the necessary additional funds which assessment shall not be limited to any percentage of the budgeted expenses of the fiscal year or to any percentage of the past year's assessment. Such assessment shall be equally apportioned among all of the Owners with respect to the restoration of the Common Area and with respect to the damaged Units.

Section 3. Obligation of Board. If restoration or repair is to take place the Board shall cause a certificate to be filed with the Monterey County Recorder declaring the intention to rebuild. The Board shall obtain bids from at least two reputable contractors, and shall award restoration and repair to the lowest bidder; provided, however, that the Board shall not be required or authorized to award such contract until it has sufficient monies, whether from insurance or the collection of special assessments with which to pay the cost of restoration as reflected by the bid to be accepted by the Board. The Board, upon awarding said contract shall thereafter be authorized to disburse monies to the

contractor in accordance with said contract out of the insurance proceeds held by the Board and the special assessments collected. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of such reconstruction at the earliest possible date. All such restoration be as nearly as practically possible in accordance with the improvements existing before the destruction.

Section 4. Determination Not to Rebuild. If: (a) there is a determination not to rebuild pursuant to paragraph A of this Article; (b) rebuilding is not assented to per paragraph B of this Article; (c) a certificate to rebuild has not been recorded within nine(9) months from the date of any partial or total destruction of the Project or (d) if construction and rebuilding has not actually commenced within such nine (9) months:

(A) Any insurance proceeds available for such rebuilding shall be distributed among the owners and the individual lenders by the Board as their respective interests may appear. The proportionate interest of each Owner in said proceeds, in relation to the other Owners, shall be the same as that Owner's proportionate ownership in the Common Area.

(B) The conditions for partition as set forth in California Civil Code § 1359 shall be deemed to have been satisfied and the right of any owner to partition his condominium through legal action shall forthwith revive.

Section 5. Interior Damage. Notwithstanding the foregoing, the restoration and repair of any damage to the interior of any individual Unit shall be made by and at the individual expense of the Owner of that Unit, and, in the event of a determination to rebuild after a partial or total destruction the work shall be completed as promptly as practical and in a lawful and workmanlike manner.

Section 6. Negligence of Owners. If any destruction of the building of the 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 7. Eminent Domain.

A. **Total Taking.** A total taking occurs if there is a permanent taking or sale to a condemning authority of all of the Subject Property. If there is a total taking the Board shall distribute the proceeds to the Owners and their respective mortgagees according to court judgment or agreement between the

condemning authority and the Association. In the absence of such judgment or agreement the proceeds shall be distributed to the Owners and their respective mortgagees according to relative values of the Units affected as determined by an independent appraiser.

B. Partial Taking. If a portion of the subject property shall be taken the proceeds shall be distributed in the following order of priority, incorporated in any court order or agreement between the Association and the condemning authority:

(1) To the payment of related fees and costs;

(2) To the Owners of the Condominiums that have been sold or taken and to their respective mortgagees as their interests may appear up to the fair market value of the respective Unit as determined by the court or, in the absence of such determination by an independent appraiser; such payment shall terminate the recipient as Owner and the Board shall as attorney-in-fact for the remaining Owners amend this Declaration to delete the former Owner's interest in the Common Area and to allocate such interest among the remaining Owners.

(3) To the repair and restoration of the remaining Common Area and Units in an equitable fashion.

ARTICLE XI MISCELLANEOUS

Section 1. Acceptance of Provisions. The conditions, covenants, and restrictions run with the Subject Property. The Association, each Owner and each transferee of any part or interest in the Subject Property and all lessees or tenants under any lease or rental agreement covering any portion of the Subject Property, accept the same, subject to all of the restrictions, conditions, covenants, reservations; liens and charges contained in the Declaration and the jurisdiction, rights and the powers of the Association.

Section 2. Interpretation of Restrictions. In interpreting and applying the provisions of this Declaration such provisions 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 or other agreements between parties.

Section 3. Construction and Validity of Restrictions.

All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together; but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens of 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 by 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 5. Supremacy of Declaration. In the event of a conflict between the provisions of the Declaration and the other Governing Instruments, this Declaration shall prevail.

Section 6. Titles. All titles used in this Declaration including those of 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 articles, 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 affairs of such, and each such successor shall succeed to the rights, powers and authority hereunder of such to whose affairs it succeeds.

Section 9. Consent of Authorities. The right of the Association or owners to construct any additional 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, the appropriate officials and agencies of the City of Monterey, California.

Section 10. Protection of Mortgages or Deeds of Trust. No breach of any of the covenant, conditions, restrictions,

feminine, or neuter as the context requires.

Section 8. Successors in Interest. Reference herein to the Association shall include each successor to affairs of such, and each such successor shall succeed to the rights, powers and authority hereunder of such to whose affairs it succeeds.

Section 9. Consent of Authorities. The right of the Association or owners to construct any additional 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, the appropriate officials and agencies of the City of Monterey, California.

Section 10. Protection of Mortgages or Deeds of Trust. No breach of any of the covenant, 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.

Section 11. Successor Provisions of the Law. All references to any provision of law in this instrument shall be apply to successor provision of that law.

IN WITNESS WHEREOF the undersigned owners, representing the Owners of 80% of the Units hereby execute this Declaration in Monterey County California.

DATED: August 6, 2004

Gabriela D. Swanson
Gabriela D. Swanson, Trustee
of the Gabriela Swanson Trust
UTA 6/4/92
Owner of Unit 3

Kenneth Wright
Kenneth Wright

Mary E. Wright
Mary E. Wright
Owners of Unit 5

Resigned
James T. Fleming

Antoinette M. Fleming
Antoinette M Fleming
Trustees of the Fleming Family
Living Trust
Owners of Unit 4

Neil M. Johnston
Neil M. Johnston

Stephanie D. Johnston
Stephanie D. Johnston
Owners of Unit 8

Don Mercurio

Dominic Mercurio
Owner of Unit 9

Larry H. Sampel

Larry H. Sampel

Mark H. Heidorn

Mark H. Heidorn

Valerie Sampel

Valerie Sampel
Trustees of the Sampel Trust
created on April 3, 2002
Owners of Unit 14

~~Priscilla R. Heidorn~~

Priscilla R. Heidorn
Trustees of the Heidorn
Family Trust dated 8/01/2002
Owners of Unit 15

~~David Y. Yamahara~~

Amy E. Pierovich

Amy E. Pierovich
Owner of Lot 10

~~Irene M. Yamahara~~

~~Irene M. Yamahara
Trustees of the Yamahara
Living Trust created by
Declaration of Trust on
October 16, 1996
Owners of Unit 16~~

Peter Laven

Peter Laven
Owner of Unit 2

~~Henry N. Shill~~

~~Cecilia R. Shill
Owners of Unit 7~~

~~Steven Rubin~~

Susan S. Naylor
Susan S. Naylor, tte U/A dtd 02/29/96
Owner of Unit 12

~~Helen Rubin
Owners of Unit 6~~

Merle A. Kehoe, Trustee
Merle A. Kehoe
Trustee of the Merle A. Kehoe
Living Trust dated July 22, 1994
Owner of Unit 1

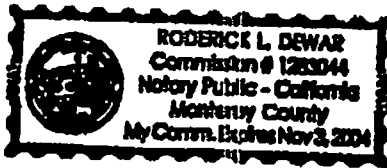
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Monterey } ss.

On August 6, 2004 before me, Roderick L. Dewar, notary public
Date Name and Title of Officer (e.g., "Jana Doe, Notary Public")
personally appeared Gabriele D. Swanson
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.
Roderick L. Dewar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

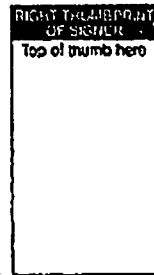
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Restated and Amended Declaration of Protective Restrictions
Document Date: August 6, 2004 Number of Pages: 23

Signer(s) Other Than Named Above: various persons

- Capacity(ies) Claimed by Signer
Signer's Name: Gabriele D. Swanson
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Monterey } ss.

On August 17, 2004, before me, Roderick L. Dewar, notary public
Date (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))
personally appeared Antoinette M. Fleming
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Restated and Amended Declaration of Protective Restrictions

Document Date: August 6, 2004 Number of Pages: 23

Signer(s) Other Than Named Above: various persons

Capacity(ies) Claimed by Signer

Signer's Name: Antoinette M. Fleming

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Monterey } ss.

On August 26, 2004, before me, Roderick L. Dewar
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Kenneth Wright and Mary E. Wright
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.
Roderick L. Dewar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Restated and Amended Declaration of Protective Restrictions
Document Date: August 6, 2004 Number of Pages: 23

Signer(s) Other Than Named Above: various persons

Capacity(ies) Claimed by Signer
Signer's Name: Kenneth Wright and Mary E. Wright
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer is Representing: _____

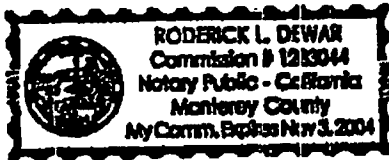
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Monterey } ss.

On August 21, 2004, before me, Roderick L. Dewar, notary public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Neil M. Johnston and Stephanie D. Johnston
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reissuance of this form to another document.

Description of Attached Document

Title or Type of Document: Restated and Amended Declaration of Protective Restrictions

Document Date: August 6, 2004 Number of Pages: 23

Signer(s) Other Than Named Above: various persons

Capacity(ies) Claimed by Signer

Signer's Name: Neil M. Johnston and Stephanie D.

Individual Johnston

Corporate Officer — Title(s): _____

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Monterey } ss.

On August 8, 2004 before me, Roderick L. Dewar, notary public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Dominic Mercurio
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



Place Notary Seal Above

WITNESS my hand and official seal.
[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Restated and Amended Declaration of Protective Restrictions

Document Date: August 6, 2004 Number of Pages: 23

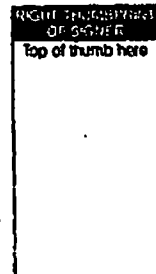
Signer(s) Other Than Named Above: various persons

Capacity(ies) Claimed by Signer

Signer's Name: Dominic Mercurio

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



State of California }
County of Monterey } ss.

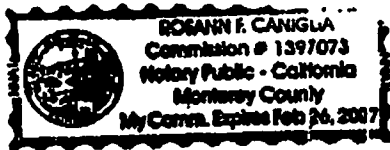
On this the 3rd day of September, 2004, before me, Rosann F. Caniglia, the undersigned Notary Public in and for said State, personally appeared Larry H. Sampel and Valerie Sampel, proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument, 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 entities upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

My Commission Expires: February 26, 2007



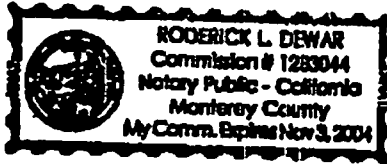
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Monterey } ss.

On 8/27/04 before me, Roderick L. Dewar, notary public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Priscilla R. Heidorn and Mark H. Heidorn
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

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



Place Notary Seal Above

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Restated and Amended Declaration of Protective Restrictions

Document Date: August 6, 2004 Number of Pages: 23

Signer(s) Other Than Named Above: various persons

Capacity(ies) Claimed by Signer

Signer's Name: Priscilla R. Heidorn and Mark H. Heidorn

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Monterey } ss.

On AUGUST 9 2004, before me, Roderick L. Dewar, notary public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Amy E. Pierovich
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Restated and Amended Declaration of Protective Restrictions

Document Date: August 6, 2004 Number of Pages: 23

Signer(s) Other Than Named Above: various persons

Capacity(ies) Claimed by Signor

Signor's Name: Amy E. Pierovich

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signor is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF Monterey)

On August 24, 2004 before me, Kathleen H. Sheldon
DATE NAME, TITLE OF OFFICER - R.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Peter R. Lavin

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

WITNESS my hand and official seal.

Kathleen H. Sheldon (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____ SIGNER'S NAME _____

RIGHT THUMBPRINT

RIGHT THUMBPRINT

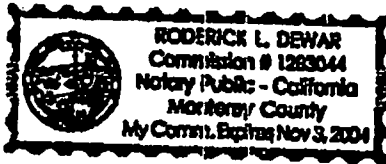
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Monterey } ss.

On August 25, 2004 before me, Roderick L. Dewar, notary public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Henry N. Shill and Cecilia R. Shill
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Restated and Amended Declaration of Protective Restrictions

Document Date: August 6, 2004 Number of Pages: 23

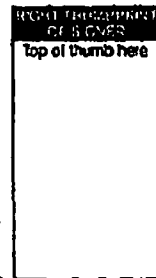
Signer(s) Other Than Named Above: various persons

Capacity(ies) Claimed by Signer

Signer's Name: Henry N. Shill and Cecilia R. Shill

- Individual
- Corporate Officer --- Title(s): _____
- Partner --- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Monterey } ss.

On August 20, 2004 before me, Roderick L. Dewar, notary public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Susan S. Naylor
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

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



Place Notary Seal Above

WITNESS my hand and official seal.

Roderick L. Dewar
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Restated and Amended Declaration of Protective Restrictions

Document Date: August 6, 2004 Number of Pages: 23

Signer(s) Other Than Named Above: various persons

Capacity(ies) Claimed by Signer

Signer's Name: Susan S. Naylor

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

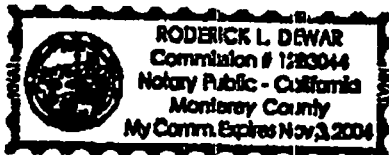
State of California }
County of Monterey } ss.

On August 27, 2004 before me, Roderick L. Dewar, notary public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Merle A. Kehoe
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Restated and Amended Declaration of Protective Restrictions

Document Date: August 6, 2004 Number of Pages: 23

Signer(s) Other Than Named Above: various persons

Capacity(ies) Claimed by Signer

Signer's Name: Merle A. Kehoe

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



END OF DOCUMENT.

Recording Received By
OLD CALIFORNIA TITLE COMPANY
ESCROW NO. 34371-ME

G 52908

REC 1360 PAGE 589

When Recorded Mail To
ADOBE ASSOCIATES
1011 Cass Street
Monterey, CA 93940

Mail Tax Statements To

NAME AS ABOVE

REC'D HERE AT REQUEST OF
OLD CALIFORNIA TITLE COMPANY

DEC 28 8 24 AM '79

OFFICE OF RECORDER
COUNTY OF MONTEREY
MARINAS, CALIFORNIA

REC 1360 PAGE 589

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION GRANT DEED

THIS FORM FURNISHED BY OLD CALIFORNIA TITLE COMPANY

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ 353.65

(x) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
PLANNED PATRIOTISM OF MONTEREY COUNTY, INC., a Corporation

a corporation organized under the laws of the State of California hereby GRANTS to
ADOBE ASSOCIATES, a Partnership

the following described Real Property in the State of California, County of Monterey, City of Monterey
Parcel II, as said Parcel is shown and so designated on that certain "Parcel Map",
filed for record November 14, 1979 in the Office of the County Recorder, County of
Monterey, State of California, in Volume 13 of "Parcel Maps", at Page 137.

Reserving therefrom a driveway easement and a sanitary sewer easement over Parcel II,
as an appurtenance to Parcel I, as shown on the Map referred to above.

Also reserving therefrom a 40 foot drainage easement and a 5 foot underground utility
easement over Parcel II, as an appurtenance to Parcel I, and as shown on the filed map
referred to above.

353.65
TRANSFER TAX PAID
MONTEREY COUNTY

A.P. 91-603-16
Dated December 17, 1979

PLANNED PATRIOTISM OF MONTEREY COUNTY,
INC., a Corporation

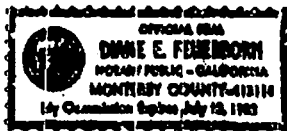
Margaret A. Arnold
President
Shirley D. Fulton
Secretary

STATE OF CALIFORNIA
COUNTY OF Monterey

On December 21, 1979 before me, the undersigned, a Notary Public in and for said state, personally appeared
MURRAY B. ARNOLD

known to me to be the President, and SHIRLEY D. FULTON
known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons
who executed the within instrument in behalf of the Corporation therein named, and acknowledged to me that said Corporation executed
the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Dane E. Fehreborn
Name (Typed or Printed) Notary Public

G 52908

Recording Requested By
OLD CALIFORNIA TITLE COMPANY
ESCROW NO. 34371-ME

G 52908

NR1360 PAGE 589

When Recorded Mail To
ADOBE ASSOCIATES
2011 Cass Street
Monterey, CA 93940

RECORDED AT REQUEST OF
OLD CALIFORNIA TITLE COMPANY

DEC 28 8 24 AM '79

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

NR1360 PAGE 589

NAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION GRANT DEED

THIS FORM FURNISHED BY OLD CALIFORNIA TITLE COMPANY

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ 353.65

- (x) computed on full value of property conveyed, or
- () computed on full value less value of liens and encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
PLANNED PARISHOOD OF MONTEREY COUNTY, INC., a Corporation

a corporation organized under the laws of the State of California hereby GRANTS to
ADOBE ASSOCIATES, a Partnership

the following described Real Property in the State of California, County of Monterey, City of Monterey:
Parcel II, as said Parcel is shown and so designated on that certain "Parcel Map",
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referred to above.

353.65
TRANSFER TAX PAID
MONTEREY COUNTY

F.P. 91-603-18
Dated December 17, 1979

PLANNED PARISHOOD OF MONTEREY COUNTY,
INC., a Corporation

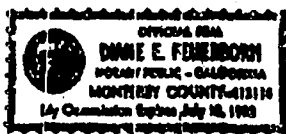
Margaret A. Arnold
President
Shirley D. Fulton
Secretary

STATE OF CALIFORNIA
COUNTY OF Monterey

On December 21, 1979 before me, the undersigned, a Notary Public in and for said state, personally appeared
MARGARET B. ARNOLD

known to me to be the President, and SHIRLEY D. FULTON
known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons
who executed the within instrument in behalf of the Corporation therein named, and acknowledged to me that said Corporation executed
the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Dianne E. Fenwick
Notary Public

G 52908

Recording Requested By
OLD CALIFORNIA TITLE COMPANY
ESCROW NO. 34371-MF

G 52908

NR1380 PAGE 588

When Recorded Mail To
ADORE ASSOCIATES
1011 Cass Street
Monterey, CA 93940

Mail Tax Statement To

SAME AS ABOVE

RECORDED AT REQUEST OF
OLD CALIFORNIA TITLE COMPANY

DEC 28 8 14 AM '79

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

NR1380 PAGE 589

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION GRANT DEED

THIS FORM FURNISHED BY OLD CALIFORNIA TITLE COMPANY

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- (x) computed on full value of property conveyed, or
- () computed on full value less value of liens and encumbrances remaining at time of sale, and

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353.65
TRANSFER TAX PAID
MONTEREY COUNTY

L.P. 91-603-18
Dated December 17, 1979

PLANNED PARISHHOOD OF MONTEREY COUNTY,
INC., a Corporation

Margaret A. Arnold
President
Shirley D. Fulton
Secretary

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COUNTY OF Monterey

On December 21, 1979 before me, the undersigned, a Notary Public in and for said state, personally appeared
MARGARET A. ARNOLD
known to me to be the President, and SHIRLEY D. FULTON
known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons
who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed
the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Diane E. Fenelon
Notary Public

G 52908