

Recording Requested By:  
Carmel Views Community Association

When recorded, return to:  
Krista M. Ostoich, Esq.  
3855 Via Nona Marie, Ste. 201  
Carmel, CA 93923

For Recorder's Use

**SECOND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CARMEL VIEWS**

The Declaration of Covenants and Restrictions of Carmel Views executed by Gallaway and Sons, Inc., a California Corporation ("Declarant"), and recorded on March 14, 1967, at Reel 496, Page 917, of the Official Records of Monterey County, California, (as supplemented by the following documents: that certain document entitled "Declaration of Intent" executed by the Declarant and Carmel Views Community Association, a California nonprofit corporation (the "Association") and recorded on November 6, 1970, at Reel 674, Page 80 of the Official Records of Monterey County, California; that certain document entitled "Declaration of Intent" executed by the Declarant and the Association and recorded July 14, 1972, at Reel 784, Page 669 of the Official Records of Monterey County, California; that certain document entitled "Declaration of Intent" executed by Declarant and the Association and recorded on May 4, 1973, at Reel 845, Page 182 of the Official Records of Monterey County, California; that certain document entitled "First Restated Declaration of Covenant, Conditions and Restrictions for Carmel Views" executed by the Association and recorded on September 25, 2001 as Document Number 2001080934 in the Official Records of Monterey County, California), hereinafter collectively, the "Original Declaration", which affects all of the Properties described and commonly known as Carmel Views, is hereby amended and restated in its entirety to read as follows:

## RECITALS

A. Declarant was the original owner of that certain real property (the "Properties") located in the County of Monterey, State of California, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

B. Declarant conveyed the Properties, subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the Original Declaration referred to above, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties, all of which shall run with the Properties and be binding on all parties having or acquiring any right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

C. It was the further intention of the Declarant to sell and convey residential Lots to the Owners, subject to the protective covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges, and equitable servitudes between Declarant and such Owners which are set forth in the Original Declaration and which are intended to be in furtherance of a general plan for the subdivision, development, sale, and use of the Properties. Finally, it was the intention of Declarant that the "Common Properties" within the Properties be owned and maintained by the Association, but reserved exclusively for the use and enjoyment of the members, their tenants, lessees, guests, and invitees, all subject to the terms and conditions of the Original Declaration and the other Governing Documents.

D. Declarant caused Carmel Views Community Association to be incorporated under the laws of the State of California as a nonprofit corporation for the purpose of acquiring, holding, maintaining, and administering Common Properties and facilities, interpreting, administering, and enforcing these covenants and restrictions, and collecting, and disbursing the assessments and charges hereinafter contained and created.

E. The Owners of Lots representing seventy-five percent (75%) of the voting power of the Members of the Association have voted by written ballot to amend and restate the Original Declaration, all in accordance with the procedures for amendment set forth in the Original Declaration. It was the intention of the Owners by approving this Declaration to set forth in a single document the Original Declaration and all of its amendments, without, however, altering the status of the Original Declaration in the chain of title to all Lots and Common Areas comprising the Properties. The Owners' action to amend and restate the Original Declaration as set forth herein and

the fact that the requisite percentage of affirmative votes required in the Original Declaration was achieved is attested by the execution of this Second Restated Declaration by duly authorized officers of the Association, as required by California Civil Code section 4270. As so amended and restated, the easements, covenants, restrictions, and conditions set forth herein shall run with the Properties and shall be binding upon all parties having or acquiring any right, title or interest in the Properties or any portion thereof, and shall inure to the benefit of each Owner thereof

## **ARTICLE I**

### **Definitions**

**Section 1.** As used herein, the following words are defined as follows:

(a) **Association** shall mean and refer to the Carmel Views Community Association.

(b) **The Properties** shall mean and refer to Carmel Views No. 1, Carmel Views No. 2, Carmel Views No. 3, and Carmel Views No. 4, and such additional properties as may hereafter be subject to this Declaration or any supplement hereto pursuant to the provisions of and effective as of the times set forth in Article II of this Declaration.

(c) **Common Properties** shall mean and refer to those areas of land designated on the subdivision maps of Carmel Views No. 1, Carmel Views No. 2, Carmel Views No. 3, and Carmel Views No. 4, as shown on Exhibit "B" to this Declaration, which are designated or dedicated to the common use and benefit of the Owners of the Properties, provided, however, that such Common Properties as may be subject to a recorded scenic easement deed or deeds shall be used by the Association only in accordance with the provisions of such scenic easement deed or deeds, and the Association and each of its members is hereby granted the authority and right to enforce the provisions of any such scenic easement deed.

(d) **Entryway Parcels** shall mean and refer to two parcels of land situated near the point where Rancho Rio Vista Drive intersects with Carmel Valley Road, and which parcels were conveyed to the Carmel Views Community Association by A. Russel Gallaway, Jr., and Betty Gallaway, pursuant to a Grant Deed dated May 20, 1969, which Grant Deed was recorded on June 3, 1969, in Reel 608 Page 117, Official Records of Monterey County, California. The Entryway Parcels are described more particularly in Exhibit "C" attached hereto and incorporated herein by reference.

(e) **Lot** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Properties as heretofore defined.

(f) **Owner** shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but shall not mean or refer to any mortgagee under any mortgage or to any trustee or beneficiary under any deed of trust unless and until such mortgagee, trustee or beneficiary has acquired the title of the mortgagor or trustor pursuant to foreclosure, or any proceeding or grant in lieu of foreclosure.

## ARTICLE II Additions to Existing Property

**Section 1.** Real property, in addition to that described in Exhibit "A", may become subject to this Declaration in the following manner, provided, however, that no such addition may be made if the same will have the effect of increasing the number of eligible votes in the Association to a total in excess of 200 votes:

(a) Should the Owners of any other real property desire to join the Association and subject their property to this Declaration, they may submit an application therefor to the Board of Directors of the Association, which shall then submit the application to the members of the Association at a duly called and noticed meeting of the Association. An affirmative vote of seventy-five percent (75%) of the votes of the voting power of the Association shall be required for additions under this subparagraph, which additions shall become effective upon the recordation of a Declaration of Intent to subject said property to this Declaration duly executed by the Association and one hundred percent (100%) of the Owners of the real property to be subjected to this Declaration by such addition.

## ARTICLE III Membership and Voting Rights in the Association

**Section 1. Membership.** Each person or entity who is an Owner of a fee interest in any Lot which is a part of the Properties shall hold title subject to and be bound by the Articles of Incorporation of the Association, its By-Laws, and any and all rules, regulations, and restrictions respecting the use or development of the aforesaid real property or any portion thereof which may be promulgated by the Association from time to time. Each and every person or entity who is a record Owner of a fee interest in any Lot which is a part of the Properties, immediately upon acquiring title to such Lot, shall, by reason of such ownership, thereupon automatically become a member of the Association, and shall be entitled to all rights and privileges pertaining thereto and shall be subject to all duties and obligations imposed thereon; provided, however, that any such Owner's membership in the Association shall cease and terminate with respect to any Lot at such time as the same is

sold or transferred, and the successor in interest of such Owner shall thereupon become a member in the Association.

**Section 2. Voting Rights of Members.** Each member shall have one vote for each Lot in which he holds the interest required for membership; provided, however, that if more than one person holds such interest in any Lot, then all such persons shall be members of the Association and the vote for such Lot shall be exercised as they among themselves determine, or by fractional votes proportionate to the member's interest in the Lot if the Owners are unable to agree, but in no event shall more than one whole vote be cast with respect to any such Lot. No person or entity shall hold more than one membership in the Association at anyone time regardless of the number of Lots owned by such person or entity and regardless of the number of votes to which such member shall be entitled to exercise.

#### **ARTICLE IV Covenant For Maintenance Assessments**

**Section 1. Creation of Lien and Personal Obligation for Assessments.** The Declarant, for each Lot owned by it within the Properties, hereby covenants, and each purchaser of any such Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges and (2) special assessments for capital improvements and fire abatement on the Common Properties and the Entryway Parcels, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection, shall also be the personal obligation of each person who was an Owner of such Lot on the date that the assessment became due.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and recreation of the Owners and residents of the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties, the Entryway Parcels, and of the homes situated upon the Properties, including, but not limited to the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision required therefor.

**Section 3. Basis and Maximum of Annual Assessments.** Until the calendar year beginning on January 1, 1968, there shall be no assessment levied on any Lot. During the calendar year 1968 and subsequent years, the annual assessment shall be fixed and determined by the Board of Directors of the Association upon consideration of current expenses and future needs of the Association. For the year beginning on January 1, 1968, the annual assessment on each Lot shall not exceed \$100.00. Said sum shall thereafter remain the maximum annual assessment unless and until the members of the Association shall set some other maximum annual assessment by an affirmative vote of seventy-five percent (75%) of the total voting power of the Association at a regular or special meeting of the Association duly called for this purpose. Written notice of the time, place and purpose of such meeting shall be given to each member not less than thirty (30) days nor more than sixty (60) days in advance of such meeting.

**Section 4. Special Assessments for Capital Improvements and Fire Abatement.** In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment for that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of a capital improvement upon the Common Properties and the Entryway Parcels, including the necessary fixtures and personal property related thereto or for fire abatement on the Common Properties and the Entryway Parcels, provided that any such special assessment shall be approved by an affirmative vote of seventy-five percent (75%) of the total voting power of the Association at a regular or special meeting of the Association duly called for this purpose. Written notice of the time, place and purpose of such meeting shall be given to each member not less than thirty (30) days nor more than sixty (60) days in advance of such meeting.

**Section 5. Collection of Assessments.** Annual assessments shall be fixed and determined by the Association during the month of January for each calendar year. Annual and special assessments shall be due and payable on the first day of March of the calendar year for which they have been assessed, and shall bear interest at the legal rate from said due date until paid. The amount of any such assessment plus the charges, interest, costs, and attorney's fees herein provided shall be and become a lien upon the property assessed when the Association causes to be recorded with the County Recorder of Monterey County a notice of assessment, which shall state the amount of such assessment and such other charges thereon as are herein provided, a description of the property against which the same has been assessed, and the name of the record Owner thereof. Such notice shall be signed by an authorized representative of the Association. Upon payment of said assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Association shall cause to be

recorded a further notice stating the satisfaction and the release of the lien thereof.

Such lien shall be prior to all other liens recorded subsequent to the recordation of said notice of assessment except that the lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the properties subject to assessment, provided, however that such subordination shall apply only to the assessments which have become due and payable prior to any sale of such property pursuant to a decree of foreclosure of any such mortgage or deed of trust or exercise of a power of sale thereunder. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. Unless sooner satisfied and released or the enforcement thereof initiated as hereafter provided, such lien shall expire and be of no further force or effect five years from the date of recordation of said notice of assessment; provided, however, that said five year period may be extended by the Association for not to exceed five additional years by recording a written extension thereof. Such lien may be enforced by sale by the Association after failure of the Owner to pay such an assessment when due, such sale to be conducted in accordance with the provisions of Sections 2924, 2924b and 2924c of the Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or by court foreclosure, and in accordance with Civil Code Section 1367. The Association shall have power to bid at the foreclosure sale. The Association shall have the power to commence and maintain a legal action to collect any assessment or to foreclose the lien of any assessment, and the defendant or defendants in any such action found to be personally obligated to pay such assessment shall pay all costs of suit together with a reasonable attorney's fee to be fixed by the court, and such costs of suit and attorney's fees shall be added to the amount of the lien on any property found to be subject to such assessment. The Board of Directors of the Association may establish a standard charge for the costs and expenses, including attorney's fees, for preparing and recording notices of lien and releases of lien, which standard charge may be set forth in the notice of lien.

**Section 6. Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charges and lien created herein: (a) all properties subject to any easement or other interest dedicated and accepted by any governmental authority; (b) all Common Properties and the Entryway Parcels; and (c) all properties exempted from taxation by the laws of the State of California, upon the terms and to the extent of such legal exemption.

**ARTICLE V**  
**Special Provisions**

**Section 1. Restrictions on Lots and Dwelling Units.** The following provisions pertain to each and every Lot within the Properties:

(a) No business or commercial enterprise shall be established or conducted on any Lot that detracts from the residential character of the neighborhood.

(b) No building or improvement of any kind shall be erected on any Lot, nor shall any existing building or improvement be remodeled or reconstructed unless it conforms in all respects to the building codes and requirements of the County of Monterey. Buildings shall be situated on a Lot so as to conform to the policy set forth in Article V, Section 4(a), of this Declaration.

(c) No fence exceeding six (6) feet in height may be erected on any Lot. Patio fences, attached to houses and within the side yard and rear yard setback lines, are not subject to height limitation.

(d) No Lot may be subdivided into more than one building site, and Owners of any of said Lots shall not petition any court for a partition of any of said Lots. Adjustment of property lines between neighboring Owners is permitted, provided that no Lot resulting from such adjustment of property lines shall be less than 20,000 square feet in area.

(e) Only one single family residence shall be constructed on any Lot. Not more than one detached guest cottage may be constructed on any Lot.

(f) Except as hereinafter set forth, no trailer, boat, truck, motor home, recreational vehicle, tractor or commercial passenger vehicle (other than a pickup truck or a commercial passenger vehicle used as a regular means of transportation by a resident of a dwelling on the Lot) shall be parked on any street or driveway within the Properties. All such trailers, tractors, boats and other vehicles shall be stored in an enclosure on a Lot or screened so as to not be visible from the public street or from neighboring dwellings within the Properties, except while loading or unloading or during construction activities.

(g) No repair of any motor vehicle, except repairs of an emergency or temporary nature, shall be performed on any street or driveway. In addition thereto, no inoperable vehicle, including; without limitation, any vehicle that does not have an operating engine, wheels and/or a current vehicle registration sticker, shall be parked or stored outside of an enclosure on any Lot in the Properties.



(h) No part of any Lot shall be maintained as a dumping ground for rubbish, trash, or garbage, but such materials may be kept in suitable sanitary containers. Sub-surface compost pits may be maintained in the rear portions of Lots, not less than ten (10) feet from a property line, provided such pits are kept in a sanitary condition.

(i) No horses, cows or other farm animals shall be kept on any Lot.

(j) No trees or shrubs shall be planted, or permitted to grow, so as to limit the sight distance at Street intersections.

(k) No vacant Lot shall be permitted to grow up in unsightly underbrush (excepting canyon areas), nor shall improved yards or dwellings be permitted to deteriorate in appearance so as to detract from the appearance of the neighborhood. Should the Board of Directors of the Association determine that a Lot, yard or dwelling is being permitted to become unsightly or hazardous, the Board shall notify the Owner in writing of the deficiencies. If such deficiencies have not been corrected within sixty (60) days of the mailing of notice, the Board of Directors may correct such deficiencies and sue the Owner for the cost of such correction and for attorneys' fees in connection therewith.

(l) Front yard, side yard, and rear yard setbacks shall be as provided for by the applicable Monterey County Zoning ordinance.

(m) Provision for not less than two (2) off-street parking spaces, outside of any garage or carport, shall be made at the time of construction of any house. No vehicle shall be parked in a yard so as to be visible from the street or a neighboring Lot.

**Section 2. Restrictions on Common Properties and the Entryway Parcels.**

The following provisions pertain to the Common Properties and the Entryway Parcels:

(a) No residential or commercial structure of any kind shall be constructed on Parcel "C" in Carmel Views No. 1.

(b) No commercial activity shall be permitted to be transacted on the Common Properties and the Entryway Parcels.

(c) All recreational facilities constructed on the Common Properties shall be for the use and enjoyment of members of the Association, their families and guests only.

(d) No person shall cut down trees or brush, or otherwise remove, damage or cut any trees, shrubs, plants or flowers, natural or planted,

without prior written permission of the Board of Directors of the Association. The Board of Directors may condition approval of any request to cut down or trim trees or brush upon compliance with the provisions set forth in Article V, Section 4.

(e) No activity shall be conducted on the Common Properties or the Entryway Parcels except of a nature and at the times and places determined by the Board of Directors of the Association.

(f) There being several common areas, no person shall engage in any sport or activity in the common areas which is hazardous or obnoxious to residents.

**Section 3. Control of Pets.**

(a) Each Owner shall only permit dogs owned by such Owner and such Owner's tenants and invitees to be off such Owner's Lot when the dogs are restrained in accordance with applicable County ordinances.

(b) Each person bringing or keeping a pet on the Properties shall be solely responsible for the conduct of said pet. The Association, its Board, officers, employees and agents, shall have no liability (whether by virtue of this Declaration or otherwise) to any Owners, their family members, guests, invitees, tenants, and contract purchasers for any damage or injury to persons or property caused by any pet or enforcement of the restraint issue.

**Section 4. Preservation of Views.** The Owners agree that preservation of views is a primary objective for the Carmel Views Development. Accordingly, the following restrictions shall apply to protect views:

(a) No new structure or addition to an existing structure shall be constructed which would block the principal view from a neighboring (need not be contiguous) residence.

(b) No trees or shrubs shall be planted, or permitted to grow, on any Lot so as to obstruct the principal view from a neighboring (need not be contiguous) Lot, or residence. If trees or shrubs grow on a Lot (herein called the "Tree Lot") so as to obstruct the view from a neighboring (need not be contiguous) Lot, or residence (herein called the "View Lot"), the Owner of the View Lot shall have the right to require the Owner of the Tree Lot to trim, top, or remove the trees/shrubs so as to restore the principal view from the View Lot. This right shall be subject to the following:

(i) In the event that trees or shrubs on the Tree Lot so obstruct the principal view from the View Lot, the Owner of the View Lot shall notify

the Owner of the Tree Lot of the need to promptly trim, top, or remove the trees or shrubs.

(ii) The Owners shall promptly meet and confer in an effort to mutually agree on the scope of work required to restore the principal view from the View Lot, which meeting shall take place within sixty (60) days from the date the notice set forth in clause (i) above was given to the Owner of the Tree Lot.

(iii) If the Owners refuse to meet or cannot agree, the matter will be submitted to the Board (or its designated committee) for mediation.

(iv) Once a scope of work is established to restore the principal view from the View Lot, the Owner of the Tree Lot shall cooperate with the Owner of the View Lot and the licensed contractor retained to perform the required work. The Owner of the Tree Lot shall permit reasonable access to the trees or shrubs that require trimming or removal. The Owner of the View Lot shall give the Owner of the Tree Lot not less than ten (10) days written notice before the work begins.

(v) The cost of the work required to restore the principal view from the View Lot shall be borne by the Owner of the View Lot. Any required permits shall be obtained by the Owner of the View Lot. All work shall be performed by a licensed contractor, and proof of commercially reasonable insurance in commercially reasonable amounts, written by a carrier admitted to California, shall be given to the Owner of the Tree Lot.

## ARTICLE VI General Provisions

**Section 1. Enforcement and Duration of Covenants, Conditions and Restrictions.** These covenants, conditions and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, at its election, or the owner of any land subject to this Declaration, at such Owner's election, or both, and their respective legal representatives, heirs, successors and assigns, until January 1, 2036, at which time these covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years thereafter unless and until a written Declaration is signed by members of the Association then possessing a majority of the voting power of the Association, expressing intention to terminate these covenants, conditions and restrictions, provided, however, that no such Declaration shall be effective unless made, executed and recorded at least three (3) years in advance of the effective date of any such termination.

**Section 2. Procedure for Enforcement.**

(a) Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any covenant, condition or restriction, to restrain violation or to recover damages, or against the land or any portion of it to enforce any lien created by these covenants, or any combination of such remedies, and failure by the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to enforce the same thereafter.

(b) Reasonable attorneys' fees and costs shall be awarded to the prevailing party in any proceeding to enforce this Declaration or a party's rights arising under this Declaration. Such enforcement proceeding includes an action brought in any court having jurisdiction over any alternative dispute resolution proceeding implemented pursuant to this Declaration or to California Civil Code Section 1354, as it may be renumbered and revised from time to time. In any enforcement proceeding, such as mediation, conducted pursuant to California Civil Code Section 1354, in which there is not an agreement between all of the parties that attorneys will represent them, recoverable costs are limited to attorneys' fees and costs incurred in providing the notices required under such statute.

**Section 3. Severability.** Invalidation of anyone or more of these covenants, conditions or restrictions, by rule of law, judgment or court order, shall in no way effect or influence the full force or effectiveness of any other provision or provisions hereof.

## ARTICLE VII

### Use of Common Properties and the Entryway Parcels

**Section 1. Powers of the Association.** Each member of the Association shall be entitled to the use and benefit of the Common Properties and the Entryway Parcels and all facilities thereon, subject to the following powers of the Association:

(a) Upon the vote or written consent of seventy-five percent (75%) of the voting power of the Association, to borrow money for the purpose of improving the Common Properties and the Entryway Parcels and, in aid thereof, to encumber or mortgage said properties.

(b) To take such steps as are reasonably necessary to protect the Common Properties and the Entryway Parcels against foreclosure.

(c) To suspend the rights and privileges of any member for any period during which any assessment, to which his interest is subject, remains unpaid; and for a period not to exceed thirty (30) days for any infraction of the published rules and regulations of the Association; provided, however,

that a suspension may be imposed only after a hearing before the Board of Directors, of which hearing the alleged violator shall be notified not less than ten (10) nor more than sixty (60) days in advance thereof.

(d) To charge reasonable fees for the use of any facility situated upon the Common Properties and the Entryway Parcels.

(e) Upon the vote or written consent of seventy-five percent (75%) of the voting power of the Association, to dedicate the Common Properties and the Entryway Parcels to an appropriate public agency to be devoted to uses and purposes consistent with those to which they were required to be devoted by the Association immediately prior to such dedication. In the event such dedication is refused acceptance, such Common Properties and Entryway Parcels may be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes and uses consistent with the purposes and uses for which they were required to be devoted by the Association immediately prior to dedication.

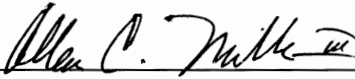
(f) The Association shall have the power to procure insurance for the Common Properties and the Entryway Parcels and insurance described in Civil Code Section 1365.7.

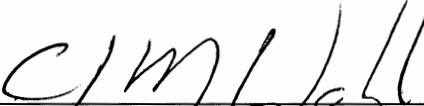
**ARTICLE VIII  
Amendment**

No provision of this Declaration may be amended except upon the affirmative vote, in person or by proxy, or written consent of seventy-five percent (75%) of the voting power of the Association.

Dated: December 6, 2017

**CARMEL VIEWS COMMUNITY ASSOCIATION**

By:   
President

  
Secretary

**SEE ATTACHED  
FOR NOTARY**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Monterey )  
On 12/04/2017 before me Jennifer Lee Rossi, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Charles M. Wahle and Allen C. Miller II  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Jennifer Lee Rossi  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## **Exhibit "A"**

### **Legal Description of the Lands Comprising Carmel Views**

All that certain real property designated and shown on that certain map entitled Map of "Carmel Views No. 1" filed for record March 7, 1967 in the Office of the County Recorder of the County of Monterey, State of California, in Volume 9 of Maps, "Cities and Towns", at page 8.

All that certain real property designated and shown on that certain map entitled Map as "Carmel Views No. 2", filed for record April 20, 1971 in the Office of the County Recorder of the County of Monterey, State of California, in Volume 10 of Maps, "Cities and Towns", at page 60.

All that certain real property designated and shown on that certain map entitled Map of "Carmel Views No. 3", filed for record June 28, 1972 in the Office of the County Recorder of the County of Monterey, State of California in Volume 11 of Maps, "Cities and Towns", at page 45.

All that certain real property designated and shown on that certain map entitled Map of "Carmel View No. 4", filed for record December 6, 1973 in the Office of the County Recorder of the County of Monterey, State of California, in Volume 12 of Maps, "Cities and Towns", at page 41.

## **Exhibit "B"**

### **Legal Description of Common Properties within Carmel Views**

That certain real property situated in the State of California and more particularly described as follows:

Parcels "A", "B" and "C" as said parcels are shown and disclosed on that certain map entitled map of "Carmel Views No. 1", filed for record March 7, 1967 in the Office of the County Recorder of the County of Monterey, State of California, in Volume 9 of Maps, "Cities and Towns", at page 8.

Parcels "D" and "E" as said parcels are shown and disclosed on that certain map entitled Map of "Carmel Views No. 2", filed for record April 20, 1971 in the Office of the County Recorder of the County of Monterey, State of California, in Volume 10 of Maps, "Cities and Towns", at page 60.

Parcels "A" and "B" as said parcels are shown and disclosed on that certain map entitled Map of "Carmel Views No. 3", filed for record June 28, 1972 in the Office of the County Recorder of the County of Monterey, State of California in Volume 11 of Maps, "Cities and Towns", at page 45.

Parcels "A", "B", "C" and "D" as said parcels are shown and disclosed on that certain map entitled Map of "Carmel Views No. 4", filed for record December 6, 1973 in the Office of the County Recorder of the County of Monterey, State of California, in Volume 12 of Maps, "Cities and Towns", at page 41.



## Exhibit "C"

### Legal Description of the Entryway Parcels in Carmel Views

Certain real property situated in Rancho Rio Vista in Rancho Canada de la Segunda, County of Monterey, State of California, and more particularly described as follows:

#### PARCEL I:

Beginning at a nail in adobe pillar on the northerly line of Carmel Valley Road, distant thereon N. 89° 14' E., 166.50 feet from Mon 24, as said line, road and Mon are shown on that certain map entitled, "Record of Survey Map of a Portion of Lot 4, Hatton Partition," filed May 16, 1946 in Volume 4 of Surveys at Page 31, Records of Monterey County, California; running thence

- (1) N. 32° 54' 30" E., 144.27 feet to a 2" x 2" stake; thence
- (2) N. 89° 13' 45" E., 20.00 feet to a 2" x 2" stake on the westerly line of Rio Vista Drive; thence along said line
- (3) S. 0° 46' 15" E., 20.15 feet to a 2" x 2" stake; thence
- (4) 157.09 feet along the arc of a tangent curve to the right having a radius of 100.00 feet through a central angle of 90° 00' 15" to the point of beginning and being a portion of said Lot 4 of the Hatton Partition.

#### PARCEL II:

Beginning at a nail in adobe pillar on the northerly line of Carmel Valley Road, distant thereon S. 89° 14' W., 156.98 feet from the Southeasterly corner of Lot 1A-1, as said line, road and lot are shown on that certain map entitled, "Record of Survey Map of a portion of Lot 4, Hatton Partition," filed May 16, 1946 in Volume 4 of Surveys at Page 31, Records of Monterey County, California; running thence

- (1) 157.07 feet along the arc of a tangent curve to the right, having a radius of 100.00 feet through a central angle of 89° 59' 45" to a nail and disk in adobe pillar, thence
- (2) 11.59 feet along the arc of a tangent curve right, having a radius of 12.75 feet through a central angle of 52° 06' 15" to a 2" x 2" stake, thence
- (3) N. 51° 20' E., 50.63 feet to a 2" x 2" stake at the Northwesterly corner of Lot 1A-1, thence
- (4) S. 22° 06' E., 151.53 feet to the point of beginning and being a portion of said Lot 4 of the Hatton Partition.