

DECLARATION OF RESTRICTIONS

for
CARMEL KNOLLS

Book 1950 Pg. 1

Whereas, Monterey Peninsula Associates, a California Corporation, a corporation hereinafter referred to as the Corporation, is the owner of that certain tract of land designated as "Carmel Knolls No. 2" filed April 16, 1959 in the office of the County Recorder in the County of Monterey, State of California, and now on file and of record in said office in Maps Book, Volume 6 of Maps, "Cities and Towns", at Page 151 therein.

Whereas, said Corporation has subdivided or intends to subdivide said protected area and to sell lots and building sites therein, subject to certain protective restrictions, conditions, limitations, reservations and covenants, hereinafter referred to as "protective restrictions", in order to insure the most beneficial development of said area and to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof.

Now, therefore, said Corporation hereby declares that said protective restrictions are hereby imposed on said protected area, and are as follows, to wit:

1. Architectural control. No building or improvement of any kind shall be erected, moved onto, or maintained on the premises herein described until the design and location thereof have first been submitted to and approved in writing by the said Corporation, Agent or Committee appointed by the said Corporation, or upon relinquishment of all lots by said Corporation, then by a committee, elected by the owners of record of a majority of lots in said Carmel Knolls, No. 2. In the event that such committee is not in existence, the design shall be in harmony with other dwellings in the tract.
2. Prohibited Uses. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
3. Temporary Buildings. No shack, tent, trailer or temporary building of any kind shall be erected, moved onto or maintained except that temporary construction sheds incidental to the construction of a building on any building site may be permitted but only for the period during which such building is under construction.
4. Sanitary Control. No refuse, trash, garbage or other waste shall be kept except in proper containers or within a building. No lot shall be used as a dumping ground for rubbish. No burning of paper or other materials shall be permitted. All sanitary containers shall be maintained in a clean and sanitary condition.
5. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
6. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from

the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling not to exceed 2-1/2 stories in height and a private garage for not more than 3 cars.

8. Dwelling Size. No dwelling shall have a ground floor area less than 1,600 square feet including attached and covered garages and porches under the main roof. The ground floor living area of the main structure, exclusive of porches and garages, shall be not less than 1,200 square feet.

9. a) Building Location. No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line, except as provided in paragraph 9 b). No building shall be located nearer than 8 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

9. b) Building Location Exceptions. With written approval of the Architectural Control Committee, a one-story garage may be located nearer to a street than above provided, but not nearer than 5 feet to any street line, where the natural elevation of the lot along the established minimum building setback line is more than either eight feet above or below the established roadway level along the abutting street and where in the opinion of said committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 10 feet to any street line.

10. Lot Area and Width. No lot shall be re-subdivided into building plots having an area of less than 12,000 square feet or a width at the building setback line of less than 70 feet, and then only with the written consent of the Corporation.

11. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. Fences and Hedges. No fence or hedge shall be erected or permitted to remain or allowed to grow to a height exceeding 5 feet, nearer any street than the 20 foot setback line, and in no case shall any lot fence be higher than 6 feet.

13. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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

15. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. Enforcement. Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. Liens or Mortgages. Nothing contained in this declaration shall impair or defeat the lien or any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions hereof.

In Witness whereof, the Declarant has set its hands this 5th day of March, 1959.

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RECORDED & INDEXED

COAST COUNTIES LAND TITLE CO

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MONTEREY PENINSULA ASSOCIATES
a California Corporation

By, Wright S. Fisher, President

By, J. J. ..., Secretary

STATE OF CALIFORNIA

County of Monterey

On this 19th day of March in the year one thousand nine hundred and fifty nine

before me Clyde B. Dorsey, a Notary Public in and for the County of Monterey

State of California, residing therein, duly commissioned and sworn, personally appeared Wright S. Fisher and J. J. ...

known to me to be the President and Secretary respectively of the corporation described in and that executed the within instrument, and also known to me to be the person ... who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Monterey the day and year in this certificate first above written.

Clyde B. Dorsey
Notary Public in and for the County of Monterey State of California.

My Commission Expires August 13, 1969

Notary's Form No. 20 - (Acknowledgment Corporation)
(C. S. Sec. 1190-1192.1)

OFFICE OF RECORDER OF MONTEREY COUNTY, CALIFORNIA. I hereby certify the above and foregoing to be a full, true correct copy of the Original as the same appears in Book 1950 of Official Records at Page 1. Witness my hand and Official seal this 19th day of August, 1969

Emmet G. McMenamain Recorder

Mary Georgalos Deputy
Mary Georgalos