

mail to:



1 Glen Lake Drive
Pacific Grove CA 93950

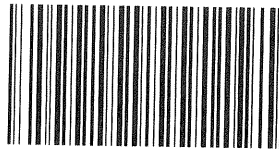
Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of

RANJELIQUE
9/12/2006
9:47:57

Filer

DOCUMENT: **2006080012**

Titles: 1/ Pages: 16



Fees.....	53.00
Taxes.....	
Other.....	2.00
AMT PAID	<u>\$55.00</u>

FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TRACT 912 THE GLEN OF PACIFIC GROVE

RECITALS:

TRILEX SEVEN, a California Limited Partnership, and TRILEX ELEVEN, a California Limited Partnership, hereinafter referred to as "Declarant", were the owners of real property located in the City of Pacific Grove, County of Monterey, State of California, more particularly described as follows:

Lots 1 through 60; Lots G13, G16-17, G20-21, G24-25, G28-29, G32, G40, G44-45, G47-48, G52-53, G56-57, G60, and Lots A and B on the Subdivision Map of Tract 912, filed in the office of the County Recorder, County of Monterey, State of California, on December 2, 1980, in Map Book 14 at page 47.

Declarant divided this property into lots and conveyed them. The Declaration, dated July 14, 1982, was recorded on July 15, 1982 as Declaration of Covenants, Conditions and Restrictions in the Office of the Recorder, County of Monterey, State of California, in Reel 1565, Images 635 through 671, inclusive, ("Original Declaration"). The real property is a "planned development" within the meaning of California Civil Code §1351(k). The Original Declaration established a homeowners association in which membership is exclusively comprised of all of the Owners of the Lots in the Development.

Pursuant to Civil Code §1355.5, a majority of the Owners now desire to amend the Original Declaration with an amended and restated declaration entitled: "FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TRACT 912, THE GLEN OF PACIFIC GROVE, A PLANNED DEVELOPMENT" ("First Restated Declaration"). The Original Declaration established and the First Restated Declaration continues a homeowners association which membership is exclusively comprised of all of the Owners of the Lots in the Development. This First Restated Declaration, made pursuant to the vote of a majority of the Voting Power held by the Owners of the Lots, is made with reference to the following facts:



1 Glen Lake Drive
Pacific Grove CA 93950

**FIRST AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TRACT 912
THE GLEN OF PACIFIC GROVE**

1. This First Restated Declaration shall bind and benefit the “Development.”
2. By this document, the Members of the Association intend to impose upon the Development mutually beneficial restrictions under a general plan of improvement for the benefit of all the Lots and the Owners thereof.

The Owners hereby declare that The Glen of Pacific Grove Development is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied and improved, subject to the following limitations, restrictions, covenants, reservations, servitudes, easements, liens and conditions, all of which are declared and agreed to be in furtherance of a plan for the improvement of said real property and the continued division thereof into Lots. All limitations, covenants, restrictions and conditions contained herein shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall be for the benefit of each owner of any portion of said Development, or any interest therein, and shall inure to the benefit of and be binding upon each and every successor in interest, assign, and subsequent owner thereof together with their grantees, successors, heirs, executors, administrators, devisees, and assigns.

The Owners declare the following limitations, easements, covenants, restrictions and conditions:

**ARTICLE I
DEFINITIONS**

Section 1. “Association” shall mean and refer to The Glen of Pacific Grove Homeowners’ Association, Inc., a non-profit organization, its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including record fee title holders and contract vendees (buyers) in a contract of sale, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be hereafter brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean lots A and all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. “Lot” shall mean and refer to any plot of land whether improved or unimproved shown upon any recorded subdivision map of the properties with the exception of the Common Area.



1 Glen Lake Drive
Pacific Grove CA 93950

**FIRST AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TRACT 912
THE GLEN OF PACIFIC GROVE**

Section 6. "Mortgage" shall mean and include a deed of trust as well as a mortgage in the conventional sense.

Section 7. "Mortgagee" shall mean and include a beneficiary under or holder of a deed of trust as well as a mortgage.

Section 8. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 9. "Unit" shall mean a residential unit constructed on a lot in the subdivision.

**ARTICLE II
PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area and the right of ingress and egress over the private drives and street, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations. Any suspension provided herein should be in accordance with Article XII, Section 1.

(c) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Easements of Encroachment.



1 Glen Lake Drive
Pacific Grove CA 93950

**FIRST AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TRACT 912
THE GLEN OF PACIFIC GROVE**

A. There shall be reciprocal appurtenant easements of encroachment as between each lot and such portion or portions of the common area adjacent thereto and/or as between adjacent lots due to the unwillful placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of the restrictions) to a distance of not more than five (5) feet, as measured from any point on the common boundary at such lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an owner, tenant or the Association.

B. There shall be reciprocal appurtenant easements for the maintenance and repair of a party wall or walls.

Section 4. Other Easements.

A. Easements, reservations or rights of way for installation and maintenance of utilities and drainage facilities are shown on the record Map. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere or change the direction of flow of drainage facilities in the easements.

B. No dwelling unit and/or other structure of any kind shall be built, constructed or maintained upon any such easement, reservation, or right of way, and said easements, reservations, and rights of way shall be at all times open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing and servicing such utilities and quasi-utilities, all of whom shall have the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations, and rights of way are hereby reserved, and may hereafter be reserved.

C. There shall be an exclusive easement appurtenant to any lot, comprising any area contiguous thereto, originally enclosed or fenced by Declarant. It shall be the responsibility of each owner of a lot with said appurtenant easement to maintain the area within said easement. Any such easements shall be subject to the Association's right to reasonable access to the easement area for the purpose of maintaining any utilities for a maintaining or improving the



1 Glen Lake Drive
Pacific Grove CA 93950

**FIRST AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TRACT 912
THE GLEN OF PACIFIC GROVE**

drainage patterns for the project as long as the Association assumes the obligation to repair any damage caused by such entry.

D. There shall be a nonexclusive easement in favor of any owner to that portion of the common area or adjacent lot into which any eaves or other structures as originally built on said owner's unit extend.

Section 5. No Partition. There shall be no judicial partition of the common area, nor shall any person acquiring any interest in the properties or any part thereof seek any judicial partition thereof; provided, however, that if any lot shall be owned by two or more co-tenants as tenants in common, or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHT**

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separate from ownership of any lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Any provision calling for membership approval shall require a bare majority of the total voting power of the Association as well as the vote or written assent of a bare majority of the total voting power of members.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (1) annual assessments or charges, and,



1 Glen Lake Drive
Pacific Grove CA 93950

**FIRST AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TRACT 912
THE GLEN OF PACIFIC GROVE**

(2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. In each conveyance, both grantor and grantee are liable for prior assessments, however, grantee may obtain information from the Association relative to any delinquent assessments and can rely upon said information received; also grantee may collect from grantor.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and the maintenance of the Common Area, and of the units situated upon the properties. Said assessments shall include, but not be limited to, and the Association shall require and pay for out of the funds derived from said annual assessments, the following:

(a) Water, sewer, garbage, electrical, lighting, telephone, and gas and other necessary utility services for the common area.

(b) Maintenance and repair of storm drains, sanitary sewers, utility lines, street lighting, and private driveways, lying within the common area.

(c) Fire insurance covering the full insurable replacement value of the common area with a minimum of extended coverage and blanket property insurance in the individual lots in the form and amounts satisfactory to the Board and its mortgagees holding first mortgages covering said individual lots.

(d) Liability insurance insuring the Association against any liability to the public or to any owner, their invitees or tenants incident to their occupation and/or use of the common area in a combined personal injury and property damage coverage of not less than \$500,000.00 for each occurrence (such limits and coverage to be reviewed at least annually by the Association and increased in its discretion).



1 Glen Lake Drive
Pacific Grove CA 93950

**FIRST AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TRACT 912
THE GLEN OF PACIFIC GROVE**

(e) Workers' Compensation insurance to the extent necessary to comply with any applicable laws, and other insurance deemed necessary by the Board of Directors of the Association.

(f) Standard fidelity bond covering those certain members of the Board of Directors and those certain members of the Association who are authorized to sign checks on behalf of the Association in such amounts as the Board of Directors may determine from time to time.

(g) Painting, maintenance, repair, replacement and all landscaping of the common area, and such furnishings and equipment for the common area, as the Association shall determine are necessary and proper, including but without limiting the generality of the foregoing, all equipment, furnishings, and personnel for the recreational areas necessary or proper for the use thereof, and the facilities thereon, by the owners for recreational purposes; and the Association shall have the exclusive right and duty to acquire same.

(h) Exterior maintenance as provided in Article V hereof.

(i) Landscape planting (including irrigation) and maintenance service for the common area; provided, however, that all landscaping inside patio or yard areas of any lot shall be provided and maintained by the owner thereof.

(j) Removal and replacement of any part of a patio or fence that extends into the common area until authority of an easement when access to a utility line underneath such patio or fence is requested by any utility company.

(k) any other materials, supplies, furniture, labor, services, maintenances, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay for pursuant to the terms of these restrictions or by law.

Section 3. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 4. Date of commencement of Annual Assessments – Due Dates. The Board of Director shall fix the amount of the annual assessment against each lot at least sixty (60) days in advance of each annual assessment period. Written notice of the annual assessments shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate



1 Glen Lake Drive
Pacific Grove CA 93950

**FIRST AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TRACT 912
THE GLEN OF PACIFIC GROVE**

signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 5. Financial Statements and Budget. (see Civil Code §1365)

Section 6. Effect of Non-Payment of Assessments: Remedies of the Association. (see Civil Code §1367.4). No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payment which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE V
EXTERIOR MAINTENANCE**

In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon such lot which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of owner, his family, guests, or invitees, the cost of such maintenance or repairs shall become a charge to which such lot is subject. Any action hereunder shall be in accordance with Article XII, Section 1. of this Declaration.

**ARTICLE VI
ARCHITECTURAL CONTROL**

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein 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 as to harmony of



1 Glen Lake Drive
Pacific Grove CA 93950

**FIRST AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TRACT 912
THE GLEN OF PACIFIC GROVE**

external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

Section 2. The Architectural Control Committee shall consist of three (3) members. Members appointed to the Architectural Control Committee by the Board of Directors shall be from the membership of the Association.

Section 3. Any adverse decision of the Architectural Control Committee may be appealed to the Board of Directors in which case the Board of Directors shall take action upon said appeal within thirty (30) days. In the event the Committee fails to approve or disapprove of the design and location of any improvement within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be conclusively deemed to have been followed.

**ARTICLE VII
PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the units upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding negligent or willful acts of omissions.



1 Glen Lake Drive
Pacific Grove CA 93950

**FIRST AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TRACT 912
THE GLEN OF PACIFIC GROVE**

Section 4. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

**ARTICLE VIII
OWNERS' OBLIGATION TO REPAIR AND RESTORE**

Except for those portions which the Association is required to maintain and repair hereunder (if any), each owner shall, at his sole expense and cost, maintain and repair his unit, keeping the same in good condition and making all structural repairs as they may be required.

**ARTICLE IX
INSURANCE: DAMAGE OR DESTRUCTION**

In the event of damage to or destruction to the interior of any unit, except for damage that is covered by the blanket property insurance policy as herein provided, the Owner shall reconstruct the same as soon as reasonable practicable, and substantially in accord with the original plans and specifications thereof.

The Association shall obtain and continue in effect, blanket property insurance in form and amounts satisfactory to the Board and to mortgagees holding first mortgages covering residential units but without prejudice to the right of the Owner of a unit to obtain individual insurance.

Insurance premiums for any blanket insurance coverage shall be a common expense to be included in the monthly assessments levied by the Association; and the portion of such payments necessary for the insurance premiums shall be held in a separate account of the Association and shall be used solely for the payment of the blanket property insurance premiums as such premiums become due.



1 Glen Lake Drive
Pacific Grove CA 93950

**FIRST AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TRACT 912
THE GLEN OF PACIFIC GROVE**

If any of the Project improvements are damaged by fire or other casualty, insurance proceeds payable to the Association (if any) shall be used to rebuild or repair such damage in accordance with the original plans and specifications therefore. Custom-built items added by Owners to their Unit shall be rebuilt or replaced at the expense of Owners or their insurers. Any excess insurance proceeds shall be deposited to the general funds of the Association. In the event the proceeds of the Association's insurance policy are insufficient to rebuild or repair a Unit or Units, then the Association may use funds from its account or if necessary from levying a special assessment on all Unit Owners to restore or rebuild said Unit or Units.

Any special assessment for rebuilding or major repair of the structural common area or housing units shall be levied upon the basis of the ratio of the square footage of the floor area of the unit to be assessed to the total square footage of floor area of all units to be assessed.

In the event the property subject to this Declaration is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property and insurance proceeds shall be as provided by an agreement approved by more than fifty-one percent (51%) of the votes of the Association as such voting interests are established in this Declaration, including an affirmative vote of the majority of the voting power of the Association.

In the event of a condemnation award or a partial or complete destruction, and the owner's election not to rebuild, affecting all or part of the structural common area, is not apportioned among the owners by court judgment or by agreement between the condemning authority and each of the affected owners in the subdivision, shall be distributed among the affected owners in the subdivision and their respective mortgagees according to the relative fair market values of each unit affected by the condemnation or destruction as determined by an independent appraisal contracted for by the Board of Directors.

**ARTICLE X
USE RESTRICTIONS**

The property shall be occupied and used as follows:

Section 1. Each lot shall be used for private residential purposes only.

Section 2. No business of any kind whatsoever shall be established, maintained, operated, permitted or conducted on the Properties, or any portion thereof, excepting further such



1 Glen Lake Drive
Pacific Grove CA 93950

**FIRST AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TRACT 912
THE GLEN OF PACIFIC GROVE**

professional and administrative professions as may be permitted by ordinance, provided there is no external evidence thereof.

Section 3. No noxious or offensive activity shall be carried on in, or upon, any lot or the common area, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners.

Section 4. No sign of any kind shall be displayed to the public view on any lot or the common area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five square feet in size advertising the property for sale.

Section 5. No owner of a lot shall park, store or keep any truck, boat, trailer or aircraft or any other vehicle other than a private passenger vehicle or pickup truck not to exceed ½ ton within the parking spaces, except such temporary parking as may be permitted by Association Rules. No owner of a lot shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle upon any portion of any lot or upon the common area except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility. All garages and open parking spaces shall be kept free and clear and available for the parking of vehicles.

Section 6. Nothing shall be done or kept on the lot or common area which will increase the rate of insurance relating thereto without the prior written consent of the Association and no owner shall permit anything to be done or kept on his lot or common area which would result in the cancellation of insurance on any residence or any part of the common area or which would be in violation of any law.

Section 7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or the common area, except that dogs, cats and other household pets may be kept on lots subject to the rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose.

Section 8. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any lot or common area except in sanitary containers located in appropriate areas, screened and concealed from view.



1 Glen Lake Drive
Pacific Grove CA 93950

**FIRST AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TRACT 912
THE GLEN OF PACIFIC GROVE**

Section 9. No fence, hedge, wall or other dividing instrumentality over six feet in height measured from the ground on which it stands shall be constructed or maintained on any lot.

Section 10. No masts, tower or pole or outside television antenna, aerial or radio pole shall be erected, constructed or maintained on any lot located in such manner as to be visible from the outside of such lot.

Section 11. No drapes may be displayed in any exterior windows except white or off-white drapes or sheer drapes with a solid white or off-white backing.

Section 12. No outbuilding, basement, tent, shack, garage, trailer or shed or temporary building of any kind shall be used as a residence either temporarily or permanently.

Section 13. Nothing shall be altered or constructed in or removed from the common area except upon the written consent of the Association.

**ARTICLE XI
MORTGAGE PROTECTION**

Section 1. Mortgage Protection Clause. No breach of any of the covenants, conditions and restrictions herein contained nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any first mortgage or deed of trust on any Unit made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

Section 2. Restrictions on Certain Changes. Unless 75% of first mortgagees of units have given their prior written approval, neither the Association or the owners shall be entitled:

(a) by act or omission to see to abandon or terminate this planned unit development, except for abandonment provided by statute in case of substantial loss to the units and common area;

(b) to change the pro rata interest or obligations of any unit for purposes of levying assessments;

(c) to partition or subdivide any unit;

(d) by act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the common area, owned directly or indirectly by the Association. The granting



1 Glen Lake Drive
Pacific Grove CA 93950

**FIRST AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TRACT 912
THE GLEN OF PACIFIC GROVE**

of easements for public utilities or for other public purposes consistent with the intended use of the common area by the Association or the owners shall not be deemed a transfer within the meaning of this clause;

(e) to use hazard insurance proceeds for losses to unit or common area in the development for other than the repair, replacement or reconstruction of improvements, except as provided by statute in case of substantial loss to the units or common area of the development.

Section 3. Notice to Mortgages. A first mortgagee, upon request, shall be entitled to written notification from the Association of any default in the performance by an individual owner of any obligation under this declaration or under the By-Laws of the Association which is not cured within sixty (60) days from the date of default.

Section 4. Distribution of Insurance and Condemnation Proceeds. No owner, or any other party, shall have priority over any right of first mortgagees pursuant to their mortgages in case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of lots or common area. Any provisions to the contrary in this declaration or in the bylaws or other documents relating to the development is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the affected mortgagees naming the mortgagees, as their interests may appear.

**ARTICLE XII
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. The Board shall also have the right to impose monetary penalties not in excess of Fifty Dollars (\$50.00), temporary suspension of any owner's rights as a member of the Association, not to exceed thirty (30) days, or other appropriate discipline for failure to comply with the governing instruments, provided that the procedures for notice and hearing, satisfying the minimum requirements of Section 1363.810 et seq. of the Civil Code, are followed with respect to the accused member before a decision to impose such additional charge is reached.



1 Glen Lake Drive
Pacific Grove CA 93950

**FIRST AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF TRACT 912
THE GLEN OF PACIFIC GROVE**

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years. This Declaration may be amended by a vote of not less than 75% of the voting power of the Association, provided, however, that the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Office of the Recorder of the County of Monterey and shall in no way impair or invalidate the lien of any mortgage or trust deed.

Section 4. Annexation. Additional residential property and common area may be annexed to the properties with the consent of not less than two-thirds (2/3), of the total voting power of members.

Section 5. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this declaration or in the By-Laws, shall be deemed to be binding on all owners of lots, their successors and assigns.

CERTIFICATE

I hereby certify that I am the duly elected and acting Secretary of THE GLEN OF PACIFIC GROVE HOMEOWNERS ASSOCIATION, INC. and that the foregoing "FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TRACT 912, THE GLEN OF PACIFIC GROVE, A PLANNED DEVELOPMENT" ("First Restated Declaration") constitute the First Restated Declaration of said Association as duly adopted by approval of a majority of the Voting Power of the Owners and by the Board.

09-06-06
Dated

Stephanie Lee
Stephanie Lee, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF Monterey)

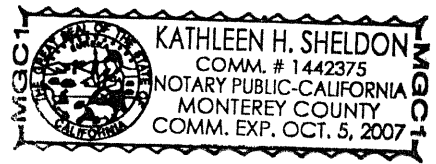
On Sept. 6, 2006 before me, Kathleen H. Sheldon
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Stephanie Lee

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
NOTARY PUBLIC SIGNATURE (SEAL)



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
[Empty box for right thumbprint]

RIGHT THUMBPRINT
[Empty box for right thumbprint]

END OF DOCUMENT